

BOEING CO

FORM 10-Q (Quarterly Report)

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Address	929 LONG BRIDGE DRIVE ARLINGTON, VA, 22202
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended **March 31, 2025**

or

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

For the transition period from _____ to _____

Commission file number **1-442**

THE BOEING COMPANY

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

91-0425694

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

929 Long Bridge Drive Arlington, VA

(Address of principal executive offices)

22202

(Zip Code)

(703) 465-3500

(Registrant's telephone number, including area code)

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 Stock, \$5.00 Par Value	BA	New York Stock Exchange
Depository Shares, each representing a 1/20th interest in a share of 6.00% Series A Mandatory Convertible Preferred Stock, \$1.00 Par Value	BA-PRA	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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

Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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

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

Yes ☐ No ☒

As of April 16, 2025, there were 754,005,474 shares of common stock, \$5.00 par value, issued and outstanding.

THE BOEING COMPANY
FORM 10-Q
For the Quarter Ended March 31, 2025
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Part I. Financial Information
Item 1. Financial Statements

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Operations
(Unaudited)

<i>(Dollars in millions, except per share data)</i>	Three months ended March	
	2025	2024
Sales of products	\$16,147	\$13,268
Sales of services	3,349	3,301
Total revenues	19,496	16,569
Cost of products	(14,379)	(12,064)
Cost of services	(2,700)	(2,629)
Total costs and expenses	(17,079)	(14,693)
	2,417	1,876
Income from operating investments, net	3	67
General and administrative expense	(1,112)	(1,161)
Research and development expense, net	(844)	(868)
Loss on dispositions, net	(3)	
Earnings/(loss) from operations	461	(86)
Other income, net	323	277
Interest and debt expense	(708)	(569)
Earnings/(loss) before income taxes	76	(378)
Income tax (expense)/benefit	(107)	23
Net loss	(31)	(355)
Less: net earnings/(loss) attributable to noncontrolling interest	6	(12)
Net loss attributable to Boeing shareholders	(37)	(343)
Less: Mandatory convertible preferred stock dividends accumulated during the period	86	
Net loss attributable to Boeing common shareholders	(\$123)	(\$343)
Basic loss per share	(\$0.16)	(\$0.56)
Diluted loss per share	(\$0.16)	(\$0.56)

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Comprehensive Income
(Unaudited)

<i>(Dollars in millions)</i>	Three months ended March	
	2025	2024
Net loss	(\$31)	(\$355)
Other comprehensive income/(loss), net of tax:		
Currency translation adjustments	46	(35)
Derivative instruments:		
Unrealized gains/(losses) arising during period, net of tax of (\$20) and \$19	68	(65)
Reclassification adjustment for losses included in net loss, net of tax of (\$5) and (\$2)	18	7
Total unrealized gain/(loss) on derivative instruments, net of tax	86	(58)
Defined benefit pension plans and other postretirement benefits:		
Net actuarial loss arising during the period, net of tax of \$0 and \$17		(19)
Amortization of actuarial losses included in net periodic benefit cost, net of tax of \$3 and (\$12)	43	11
Amortization of prior service credits included in net periodic benefit cost, net of tax of (\$1) and \$12	(20)	(11)
Pension and postretirement cost related to our equity method investments, net of tax of \$0 and (\$3)		5
Total defined benefit pension plans and other postretirement benefits, net of tax	23	(14)
Other comprehensive income/(loss), net of tax	155	(107)
Comprehensive income/(loss)	124	(462)
Less: Comprehensive income/(loss) related to noncontrolling interest	6	(12)
Comprehensive income/(loss) attributable to Boeing Shareholders	\$118	(\$450)

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Financial Position
(Unaudited)

<i>(Dollars in millions, except per share data)</i>	March 31 2025	December 31 2024
Assets		
Cash and cash equivalents	\$10,142	\$13,801
Short-term and other investments	13,532	12,481
Accounts receivable, net	3,204	2,631
Unbilled receivables, net	9,031	8,363
Current portion of financing receivables, net	202	207
Inventories	89,077	87,550
Other current assets, net	2,474	2,965
Total current assets	127,662	127,998
Financing receivables and operating lease equipment, net	308	314
Property, plant and equipment, net of accumulated depreciation of \$23,193 and \$22,925	11,459	11,412
Goodwill	8,091	8,084
Acquired intangible assets, net	1,904	1,957
Deferred income taxes	137	185
Investments	1,001	999
Other assets, net of accumulated amortization of \$1,160 and \$1,085	5,932	5,414
Total assets	\$156,494	\$156,363
Liabilities and equity		
Accounts payable	\$11,034	\$11,364
Accrued liabilities	23,576	24,103
Advances and progress billings	61,114	60,333
Short-term debt and current portion of long-term debt	7,930	1,278
Total current liabilities	103,654	97,078
Deferred income taxes	162	122
Accrued retiree health care	2,146	2,176
Accrued pension plan liability, net	5,909	5,997
Other long-term liabilities	2,260	2,318
Long-term debt	45,688	52,586
Total liabilities	159,819	160,277
Shareholders' equity:		
Mandatory convertible preferred stock, 6.00% Series A, par value \$1.00 – 20,000,000 shares authorized; 5,750,000 shares issued; aggregate liquidation preference \$5,750	6	6
Common stock, par value \$5.00 – 1,200,000,000 shares authorized; 1,012,261,159 shares issued	5,061	5,061
Additional paid-in capital	19,008	18,964
Treasury stock, at cost – 258,889,678 and 263,044,840 shares	(31,879)	(32,386)
Retained earnings	15,239	15,362
Accumulated other comprehensive loss	(10,760)	(10,915)
Total shareholders' deficit	(3,325)	(3,908)
Noncontrolling interests		(6)
Total equity	(3,325)	(3,914)
Total liabilities and equity	\$156,494	\$156,363

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(Unaudited)

(Dollars in millions)

	Three months ended March 31	
	2025	2024
Cash flows – operating activities:		
Net loss	(\$31)	(\$355)
Adjustments to reconcile net loss to net cash used by operating activities:		
Non-cash items –		
Share-based plans expense	135	119
Treasury shares issued for 401(k) contribution	418	606
Depreciation and amortization	466	442
Investment/asset impairment charges, net	7	21
Loss on dispositions, net	3	
Other charges and credits, net	99	10
Changes in assets and liabilities –		
Accounts receivable	(570)	(328)
Unbilled receivables	(671)	(1,357)
Advances and progress billings	781	2,718
Inventories	(1,521)	(3,778)
Other current assets	(29)	(249)
Accounts payable	(95)	(264)
Accrued liabilities	(386)	(666)
Income taxes receivable, payable and deferred	26	(59)
Other long-term liabilities	(151)	(83)
Pension and other postretirement plans	(150)	(261)
Financing receivables and operating lease equipment, net	12	79
Other	41	43
Net cash used by operating activities	(1,616)	(3,362)
Cash flows – investing activities:		
Payments to acquire property, plant and equipment	(674)	(567)
Proceeds from disposals of property, plant and equipment	3	11
Contributions to investments	(8,797)	(243)
Proceeds from investments	7,750	2,907
Other	1	(34)
Net cash (used)/provided by investing activities	(1,717)	2,074
Cash flows – financing activities:		
New borrowings	29	27
Debt repayments	(295)	(4,442)
Employee taxes on certain share-based payment arrangements	(14)	(65)
Dividends paid on mandatory convertible preferred stock	(72)	
Other	14	18
Net cash used by financing activities	(338)	(4,462)
Effect of exchange rate changes on cash and cash equivalents	12	(28)
Net decrease in cash & cash equivalents, including restricted	(3,659)	(5,778)
Cash & cash equivalents, including restricted, at beginning of year	13,822	12,713
Cash & cash equivalents, including restricted, at end of period	10,163	6,935
Less restricted cash & cash equivalents, included in Investments	21	21
Cash and cash equivalents at end of period	\$10,142	\$6,914

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Equity
For the three months ended March 31, 2025 and 2024
(Unaudited)

<i>(Dollars in millions)</i>	Boeing shareholders						Non-controlling interests	Total
	Mandatory convertible preferred stock	Common stock	Additional paid-in capital	Treasury stock	Retained earnings	Accumulated other comprehensive loss		
Balance at January 1, 2024		\$5,061	\$10,309	(\$49,549)	\$27,251	(\$10,305)	\$5	(\$17,228)
Net loss					(343)		(12)	(355)
Other comprehensive loss, net of tax of \$31						(107)		(107)
Share-based compensation			119					119
Treasury shares issued for other share-based plans, net			(116)	65				(51)
Treasury shares issued for 401(k) contribution			227	379				606
Balance at March 31, 2024		\$5,061	\$10,539	(\$49,105)	\$26,908	(\$10,412)	(\$7)	(\$17,016)
Balance at January 1, 2025	\$6	\$5,061	\$18,964	(\$32,386)	\$15,362	(\$10,915)	(\$6)	(\$3,914)
Net (loss)/earnings					(37)		6	(31)
Other comprehensive income, net of tax of (\$23)						155		155
Share-based compensation			135					135
Treasury shares issued for other share-based plans, net			(214)	212				(2)
Treasury shares issued for 401(k) contribution			123	295				418
Cash dividends declared on Mandatory convertible preferred stock					(86)			(86)
Balance at March 31, 2025	\$6	\$5,061	\$19,008	(\$31,879)	\$15,239	(\$10,760)		(\$3,325)

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Notes to Condensed Consolidated Financial Statements
Summary of Business Segment Data
(Unaudited)

<i>(Dollars in millions)</i>	Three months ended March	
	31	
	2025	2024
Revenues:		
Commercial Airplanes	\$8,147	\$4,653
Defense, Space & Security	6,298	6,950
Global Services	5,063	5,045
Unallocated items, eliminations and other	(12)	(79)
Total revenues	\$19,496	\$16,569
Earnings/(loss) from operations:		
Commercial Airplanes	(\$537)	(\$1,143)
Defense, Space & Security	155	151
Global Services	943	916
Segment operating earnings/(loss)	561	(76)
Unallocated items, eliminations and other	(362)	(312)
FAS/CAS service cost adjustment	262	302
Earnings/(loss) from operations	461	(86)
Other income, net	323	277
Interest and debt expense	(708)	(569)
Earnings/(loss) before income taxes	76	(378)
Income tax (expense)/benefit	(107)	23
Net loss	(31)	(355)
Less: net earnings/(loss) attributable to noncontrolling interest	6	(12)
Net loss attributable to Boeing shareholders	(37)	(343)
Less: Mandatory convertible preferred stock dividends accumulated during the period	86	
Net loss attributable to Boeing common shareholders	(\$123)	(\$343)

This information is an integral part of the Notes to the Condensed Consolidated Financial Statements. See Note 18 for further segment results.

The Boeing Company and Subsidiaries
Notes to the Condensed Consolidated Financial Statements
(Dollars in millions, except per share amounts or as otherwise stated)
(Unaudited)

Note 1 – Basis of Presentation

The condensed consolidated interim financial statements included in this report have been prepared by management of The Boeing Company (herein referred to as “Boeing”, the “Company”, “we”, “us”, or “our”). In the opinion of management, all adjustments (consisting of normal recurring accruals) necessary for a fair presentation are reflected in the interim financial statements. The results of operations for the period ended March 31, 2025, are not necessarily indicative of the operating results for the full year. The interim financial statements should be read in conjunction with the audited Consolidated Financial Statements, including the notes thereto, included in our 2024 Annual Report on Form 10-K.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Goodwill

Our Military Aircraft reporting unit within our Defense, Space & Security (BDS) segment had goodwill of \$1,295 and a negative carrying value at March 31, 2025.

Long-term Contracts

Substantially all contracts at our BDS segment and certain contracts at our Global Services (BGS) segment are long-term contracts with the U.S. government and other customers that generally extend over several years. Changes in estimated revenues, cost of sales, and the related effect on operating income are recognized using a cumulative catch-up adjustment which recognizes, in the current period, the cumulative effect of the changes on current and prior periods based on a long-term contract's percentage-of-completion. When the current estimates of total revenues and costs at completion for a long-term contract indicate a loss, a provision for the entire reach-forward loss on the long-term contract is recognized.

The table below reflects the impact of net cumulative catch-up adjustments for changes in estimated revenues and costs at completion across all long-term contracts, including the impact to Earnings/(loss) from operations from changes in estimated losses on unexercised options.

<i>(In millions - except per share amounts)</i>	Three months ended March 31	
	2025	2024
Decrease to Revenue	(\$140)	(\$218)
Increase to Loss from operations	(\$151)	(\$366)
Increase to Diluted loss per share	(\$0.22)	(\$0.56)

Note 2 – Spirit Acquisition

On June 30, 2024, we entered into an Agreement and Plan of Merger (the Merger Agreement) pursuant to which we have agreed to acquire Spirit AeroSystems Holdings, Inc. (Spirit) in an all-stock transaction at an equity value of approximately \$4,700, or \$37.25 per share of Spirit Class A Common Stock. The transaction will include the assumption of Spirit's net debt at closing.

Each share of Spirit common stock will be exchanged for a number of shares of Boeing common stock equal to an exchange ratio between 0.18 and 0.25, calculated as \$37.25 divided by the volume weighted average share price of Boeing shares over the 15-trading-day period ending on the second trading day prior to the closing (subject to a floor of \$149.00 per share and a ceiling of \$206.94 per share). Spirit stockholders will receive 0.25 Boeing shares for each of their Spirit shares if the volume-weighted average price is at or below \$149.00, and 0.18 Boeing shares for each of their Spirit shares if the volume-weighted average price is at or above \$206.94 per share.

Boeing's acquisition of Spirit will include substantially all Boeing-related commercial operations, as well as certain other operations.

Spirit has also entered into a binding term sheet with Airbus SE (Airbus) setting forth the terms upon which Airbus will, assuming the parties enter into definitive agreements and receive all required regulatory approvals, acquire certain commercial work packages that Spirit performs for Airbus concurrently with the closing of the Boeing-Spirit merger. In addition, Spirit is selling certain of its other operations.

The transaction is expected to close mid-2025 and is subject to the sale of the Spirit operations related to certain Airbus commercial work packages and the satisfaction of customary closing conditions, including certain regulatory approvals. On January 31, 2025, Spirit's stockholders approved the Merger Agreement and the related transactions.

The Merger Agreement contains certain termination rights, including that either Boeing or Spirit may terminate the Merger Agreement if, subject to certain limitations, the transaction has not been consummated by March 31, 2025 (subject to three automatic three-month extensions if on each such date or the last day of each extension period, as applicable, all of the closing conditions except those relating to regulatory approvals have been satisfied or waived) (the Outside Date). The first automatic extension is now in effect. Accordingly, the Outside Date is currently June 30, 2025. If either party breaches or fails to perform any of its representations, warranties or covenants under the Merger Agreement such that the related conditions to the other party's obligation to consummate the Merger would not be satisfied, and such breach or failure is not curable by the Outside Date or, if curable by the Outside Date, has not been cured within 30 days following notice thereof, such other party may terminate the Merger Agreement.

The Merger Agreement also provides that we will be required to pay Spirit a termination fee of \$300 if the Merger Agreement is terminated by Spirit or Boeing under certain specified circumstances as a result of the parties' failure to obtain the required regulatory approvals by the Outside Date or in the event that any law or order related to the required regulatory approvals or any applicable antitrust law or foreign investment law prohibits the consummation of the Merger.

During 2023 and 2024, Boeing reached agreements to provide Spirit up to \$1,067 to support its liquidity, rate readiness, and 787 tooling and capital expenditures, of which \$166 has yet to be drawn. At March 31, 2025 and December 31, 2024, Other current assets included \$24 and \$539 and Other assets included \$784 and \$299. At March 31, 2025 and December 31, 2024, advance payments to Spirit of \$162 and \$165 were included in Inventories and are scheduled to be recovered as the related shipsets are received by Boeing from Spirit.

On January 22, 2025, Boeing and Spirit reached an agreement to reschedule repayment dates for \$515 to 2026. This includes changing repayment of \$425 originally due in 2024 to 2026. In the event that the Merger Agreement is terminated in accordance with its terms, the then outstanding balances will become due and payable in full on April 1, 2026.

Note 3 – Earnings Per Share

Basic and diluted earnings per share are computed using the two-class method, which is an earnings allocation method that determines earnings per share for common shares and participating securities. The undistributed earnings are allocated between common shares and participating securities as if all earnings had been distributed during the period. Participating securities and common shares have equal rights to undistributed earnings.

Basic earnings per share is calculated by taking net earnings attributable to Boeing shareholders, less Mandatory convertible preferred stock dividends accumulated during the period and earnings available to participating securities, divided by the basic weighted average common shares outstanding.

Diluted earnings per share is calculated by taking net earnings attributable to Boeing shareholders, less Mandatory convertible preferred stock dividends accumulated during the period and earnings available to participating securities, divided by the diluted weighted average common shares outstanding. Diluted weighted average common shares outstanding is calculated using the treasury stock method for share-based compensation awards and the if-converted method for Mandatory convertible preferred stock.

The elements used in the computation of Basic and Diluted loss per share were as follows:

<i>(In millions - except per share amounts)</i>	Three months ended March 31	
	2025	2024
Net loss attributable to Boeing shareholders	(\$37)	(\$343)
Less: Mandatory convertible preferred stock dividends accumulated during the period	86	
Less: earnings available to participating securities		
Net loss available to common shareholders	(\$123)	(\$343)
Basic		
Basic weighted average shares outstanding	753.6	613.2
Less: participating securities ⁽¹⁾	0.2	0.3
Basic weighted average common shares outstanding	753.4	612.9
Diluted		
Diluted weighted average shares outstanding	753.6	613.2
Less: participating securities ⁽¹⁾	0.2	0.3
Diluted weighted average common shares outstanding	753.4	612.9
Net loss per share:		
Basic	(\$0.16)	(\$0.56)
Diluted	(0.16)	(0.56)

⁽¹⁾ Participating securities include certain instruments in our deferred compensation plan.

The following table represents potential common shares that were not included in the computation of Diluted loss per share because the effect was antidilutive based on their strike price or the performance condition was not met.

<i>(Shares in millions)</i>	Three months ended March 31	
	2025	2024
Performance restricted stock units	0.6	0.5
Restricted stock units	0.5	
Stock options	0.9	0.8

In addition, potential common shares of 37.1 million and 3.1 million for the three months ended March 31, 2025 and 2024 were excluded from the computation of Diluted loss per share, because the effect would have been antidilutive as a result of incurring a net loss in those periods.

Note 4 – Income Taxes

Our effective tax rates were 140.8% and 6.1% for the three months ended March 31, 2025 and 2024. The effective tax rate for the three months ended March 31, 2025, primarily reflects an increase in the domestic income tax valuation allowance treated as a discrete expense.

As of December 31, 2024, we had recorded valuation allowances of \$7,837 primarily for certain domestic deferred tax assets, and certain domestic net operating losses, tax credits and interest carryforwards. To measure the valuation allowance, the Company estimated in what year each of its deferred tax assets and liabilities would reverse using systematic and logical methods to estimate the reversal patterns. The valuation allowance results from not having sufficient income from deferred tax liability reversals in the appropriate future periods to support the realization of deferred tax assets.

Federal income tax audits have been settled for all years prior to 2021. We expect the next cycle to cover the 2021-2023 tax years; however, the Internal Revenue Service has not confirmed a start date. We are also subject to examination in major state and international jurisdictions for the 2010-2023 tax years. We believe appropriate provisions for all outstanding tax issues have been made for all jurisdictions and all open years.

Note 5 – Allowances for Losses on Financial Assets

The changes in allowances for expected credit losses for the three months ended March 31, 2025 and 2024, consisted of the following:

	Accounts receivable	Unbilled receivables	Other current assets	Financing receivables	Other assets	Total
Balance at January 1, 2024	(\$89)	(\$19)	(\$50)	(\$51)	(\$122)	(\$331)
Changes in estimates	(16)	(1)	(1)	15	(10)	(13)
Write-offs	2		9			11
Recoveries	1					1
Balance at March 31, 2024	(\$102)	(\$20)	(\$42)	(\$36)	(\$132)	(\$332)
Balance at January 1, 2025	(\$92)	(\$38)	(\$47)	(\$7)	(\$199)	(\$383)
Changes in estimates	1	(3)	1	3	(38)	(36)
Write-offs	3					3
Recoveries	1					1
Balance at March 31, 2025	(\$87)	(\$41)	(\$46)	(\$4)	(\$237)	(\$415)

Note 6 – Inventories

Inventories consisted of the following:

	March 31 2025	December 31 2024
Commercial aircraft programs	\$76,402	\$75,192
Long-term contracts in progress	652	752
Capitalized precontract costs ⁽¹⁾	1,196	1,176
Commercial spare parts, used aircraft, general stock materials and other	10,827	10,430
Total	\$89,077	\$87,550

⁽¹⁾ Capitalized precontract costs at March 31, 2025 and December 31, 2024, included amounts related to Commercial Crew, T-7A Red Hawk Production Options and KC-46A Tanker. See Note 10.

Commercial Aircraft Programs

At March 31, 2025 and December 31, 2024, commercial aircraft programs inventory included the following amounts related to the 737 program: deferred production costs of \$10,748 and \$9,679 and unamortized tooling and other non-recurring costs of \$891 and \$909. At March 31, 2025, \$11,587 of 737 deferred production costs, unamortized tooling and other non-recurring costs are expected to be recovered from units included in the program accounting quantity that have firm orders, and \$52 is expected to be recovered from units included in the program accounting quantity that represent expected future orders.

At March 31, 2025 and December 31, 2024, commercial aircraft programs inventory included the following amounts related to the 777X program: \$4,145 and \$3,476 of work in process (including deferred production costs of \$360 and \$0) and \$4,209 and \$4,122 of unamortized tooling and other non-recurring costs.

At March 31, 2025 and December 31, 2024, commercial aircraft programs inventory included the following amounts related to the 787 program: deferred production costs of \$13,452 and \$13,178, supplier advances of \$1,550 and \$1,379, and unamortized tooling and other non-recurring costs of \$1,361 and \$1,370. At March 31, 2025, \$11,902 of 787 deferred production costs, unamortized tooling and other non-recurring costs are expected to be recovered from units included in the program accounting quantity that have firm orders, and \$2,911 are expected to be recovered from units included in the program accounting quantity that represent expected future orders. We expensed abnormal production costs of \$30 and \$80 during the three months ended March 31, 2025 and 2024.

Commercial aircraft programs inventory included amounts credited in cash or other consideration (early issue sales consideration) to airline customers totaling \$5,953 and \$5,837 at March 31, 2025 and December 31, 2024.

Note 7 – Contracts with Customers

Unbilled receivables increased from \$8,363 at December 31, 2024, to \$9,031 at March 31, 2025, primarily driven by revenue recognized in excess of billings at BDS.

Advances and progress billings increased from \$60,333 at December 31, 2024, to \$61,114 at March 31, 2025, primarily driven by advances on orders received at Commercial Airplanes (BCA) and BGS, partially offset by revenue recognized at BDS.

Revenues recognized during the three months ended March 31, 2025 and 2024, from amounts recorded as Advances and progress billings at the beginning of each year were \$5,488 and \$4,181.

Note 8 – Financing Receivables and Operating Lease Equipment

Financing receivables and operating lease equipment, net consisted of the following:

	March 31 2025	December 31 2024
Financing receivables:		
Investment in sales-type leases	\$195	\$203
Notes	82	85
Total financing receivables	277	288
Less allowance for losses on receivables	4	7
Financing receivables, net	273	281
Operating lease equipment, at cost, less accumulated depreciation of \$49 and \$46	237	240
Total	\$510	\$521

Our financing arrangements range in terms from 1 to 7 years, and include \$191 of Investment in sales-type leases, net of allowances, that will be repaid in one year or less. Financing arrangements may include options to extend or terminate. Certain leases include provisions to allow the lessee to purchase the underlying aircraft at a specified price. At March 31, 2025 and December 31, 2024, \$4 and \$7 were determined to be uncollectible financing receivables and placed on non-accrual status. The allowance for losses on financing receivables decreased primarily due to cash collections during the three months ended March 31, 2025.

The components of investment in sales-type leases consisted of the following:

	March 31 2025	December 31 2024
Gross lease payments receivable	\$216	\$229
Unearned income	(21)	(26)
Net lease payments receivable	195	203
Unguaranteed residual assets		
Total	\$195	\$203

Financing interest income recorded for the three months ended March 31, 2025 and 2024, was \$2 and \$2.

Our financing receivable balances at March 31, 2025 by internal credit rating category and year of origination consisted of the following:

Rating categories	2023	2022	2021	Prior	Total
BBB	\$31	\$27	\$121	\$13	\$192
B				82	82
CCC			3		3
Total carrying value of financing receivables	\$31	\$27	\$124	\$95	\$277

At March 31, 2025, our allowance for losses related to receivables with ratings of CCC, B and BBB. We applied default rates that averaged 100.0%, 0.0% and 0.1%, respectively, to the exposure associated with those receivables.

The majority of our financing receivables and operating lease equipment portfolio is concentrated in the following aircraft models:

	March 31 2025	December 31 2024
717 Aircraft (Accounted for as sales-type leases)	\$192	\$196
777 Aircraft (Accounted for as operating leases)	179	183
747-8 Aircraft (Primarily accounted for as notes)	86	92
737 Aircraft (Primarily accounted for as operating leases)	47	47

Lease income recorded in Sales of services on the Condensed Consolidated Statements of Operations for the three months ended March 31, 2025 and 2024, included \$5 and \$10 of interest income from sales-type leases and \$12 and \$18 from operating lease payments.

Variable lease payments for sales-type leases recognized in interest income for the three months ended March 31, 2025 and 2024, were insignificant. Variable lease payments on operating leases for the three and three months ended March 31, 2025 and 2024, were insignificant.

Profit at the commencement of sales-type leases for the three months ended March 31, 2025 and 2024, was insignificant.

Note 9 – Investments

Our investments, which are recorded in Short-term and other investments or Investments, consisted of the following:

	March 31 2025	December 31 2024
Time deposits ⁽¹⁾	\$13,009	\$11,960
Equity method investments ⁽²⁾	950	948
Available-for-sale debt investments ⁽¹⁾	518	517
Equity and other investments	35	34
Restricted cash & cash equivalents ⁽¹⁾⁽³⁾	21	21
Total	\$14,533	\$13,480

⁽¹⁾ Primarily included in Short-term and other investments on our Condensed Consolidated Statements of Financial Position.

⁽²⁾ Dividends received were \$2 and \$20 during the three months ended March 31, 2025 and 2024.

⁽³⁾ Reflects amounts restricted in support of our workers' compensation programs and insurance premiums.

Contributions to investments and Proceeds from investments on our Condensed Consolidated Statements of Cash Flows primarily relate to time deposits and available-for-sale debt investments. Cash used for the purchase of time deposits during the three months ended March 31, 2025 and 2024, was \$8,635 and \$90. Cash proceeds from the maturities of time deposits during the three months ended March 31, 2025 and 2024, were \$7,585 and \$2,740.

Allowance for losses on available-for-sale debt investments are assessed quarterly. These instruments are considered investment grade, and we have not recognized an allowance for credit losses as of March 31, 2025. Fair value of available-for-sale debt investments approximates amortized cost.

Note 10 – Liabilities, Commitments and Contingencies

737 MAX Customer Concessions and Other Considerations

During the first quarter of 2024, we recorded an earnings charge of \$443, net of insurance recoveries, in connection with estimated considerations to customers for disruption related to the January 2024 737-9 door plug accident and 737-9 grounding. This charge is reflected in the financial statements as a reduction to Sales of products.

The following table summarizes changes in the 737 MAX customer concessions and other considerations liability during the three months ended March 31, 2025 and 2024.

	2025	2024
Beginning balance – January 1	\$641	\$1,327
Reductions for payments made	(38)	(553)
Reductions for concessions and other in-kind considerations	(35)	
Changes in estimates		510
Ending balance – March 31	\$568	\$1,284

At March 31, 2025, \$92 of the liability balance remains subject to negotiations with customers. The contracted amount includes \$109 expected to be paid in cash primarily in 2025, while the remaining amounts are primarily expected to be liquidated by lower customer delivery payments.

Environmental

The following table summarizes changes in environmental remediation liabilities during the three months ended March 31, 2025 and 2024.

	2025	2024
Beginning balance – January 1	\$834	\$844
Reductions for payments made, net of recoveries	(13)	(14)
Changes in estimates	34	7
Ending balance – March 31	\$855	\$837

The liabilities recorded represent our best estimate or the low end of a range of reasonably possible costs expected to be incurred to remediate sites, including operation and maintenance over periods of up to 30 years. It is reasonably possible that we may incur costs that exceed these recorded amounts because of regulatory agency orders and directives, changes in laws and/or regulations, higher than expected costs and/or the discovery of new or additional contamination. As part of our estimating process, we develop a range of reasonably possible alternate scenarios that includes the high end of a range of reasonably possible cost estimates for all remediation sites for which we have sufficient information based on our experience and existing laws and regulations. There are some potential remediation obligations where the costs of remediation cannot be reasonably estimated. At March 31, 2025 and December 31, 2024, the high end of the estimated range of reasonably possible remediation costs exceeded our recorded liabilities by \$996 and \$1,002.

Product Warranties

The following table summarizes changes in product warranty liabilities recorded during the three months ended March 31, 2025 and 2024.

	2025	2024
Beginning balance – January 1	\$2,133	\$2,448
Additions for current year deliveries	34	22
Reductions for payments made	(84)	(75)
Changes in estimates	240	
Ending balance – March 31	\$2,323	\$2,395

Commercial Aircraft Trade-In Commitments

In conjunction with signing definitive agreements for the sale of new aircraft, we have entered into trade-in commitments with certain customers that give them the right to trade in used aircraft at a specified price. The probability that trade-in commitments will be exercised is determined by using both quantitative information from valuation sources and qualitative information from other sources. The probability of exercise is assessed quarterly, or as events trigger a change, and takes into consideration the current economic and airline industry environments. Trade-in commitments, which can be terminated by mutual consent with the customer, may be exercised only during the period specified in the agreement, and require advance notice by the customer.

Trade-in commitment agreements at March 31, 2025, have expiration dates from 2025 through 2032. At March 31, 2025, and December 31, 2024, total contractual trade-in commitments were \$1,512 and \$1,393. As of March 31, 2025 and December 31, 2024, we estimated it was probable we would be obligated to perform on certain of these commitments with net amounts payable to customers totaling \$71 and \$275 and the fair value of the related trade-in aircraft was \$67 and \$270.

Financing Commitments

Financing commitments related to aircraft on order, including options and those proposed in sales campaigns, and refinancing of delivered aircraft, totaled \$17,157 and \$17,124 as of March 31, 2025 and December 31, 2024. The estimated earliest potential funding dates for these commitments as of March 31, 2025 are as follows:

	Total
April through December 2025	\$2,727
2026	2,223
2027	4,690
2028	2,944
2029	1,779
Thereafter	2,794
Total	\$17,157

As of March 31, 2025, \$13,832 of these financing commitments relate to customers we believe have less than investment-grade credit. We have concluded that no reserve for future potential losses is required for these financing commitments based upon the terms, such as collateralization and interest rates, under which funding would be provided.

Other Financial Commitments

We have financial commitments to make additional capital contributions totaling \$277 to certain joint ventures over the next eight years.

Standby Letters of Credit and Surety Bonds

We have entered into standby letters of credit and surety bonds with financial institutions primarily relating to the guarantee of our future performance on certain contracts and security agreements. Contingent liabilities on outstanding letters of credit agreements and surety bonds aggregated approximately \$3,036 and \$2,991 as of March 31, 2025 and December 31, 2024.

Supply Chain Financing Programs

The Company has supply chain financing programs in place under which participating suppliers may elect to obtain payment from an intermediary. The Company confirms the validity of invoices from participating suppliers and agrees to pay the intermediary an amount based on invoice totals. The majority of amounts payable under these programs are due within 30 to 90 days but may extend up to 12 months. At March 31, 2025 and December 31, 2024, Accounts payable included \$2,107 and \$2,703 payable to suppliers who have elected to participate in these programs. We do not believe that future changes in the availability of supply chain financing would have a significant impact on our liquidity.

Recoverable Costs on Government Contracts

Our final incurred costs for each year are subject to audit and review for allowability by the U.S. government, which can result in payment demands related to costs they believe should be disallowed. We work with the U.S. government to assess the merits of claims and where appropriate reserve for amounts disputed. If we are unable to satisfactorily resolve disputed costs, we could be required to record an earnings charge and/or provide refunds to the U.S. government. In March 2025, the U.S. Air Force (USAF) announced that Boeing has been awarded a contract to design, build and deliver the F-47, its next-generation fighter aircraft. We are making certain capital expenditures that have risk for impairment pending completion of the source selection and evaluation review process for the next-generation fighter aircraft. Total capital investment was approximately \$500 at March 31, 2025.

Fixed-Price Contracts

Long-term contracts that are contracted on a fixed-price basis could result in losses in future periods. Certain of the fixed-price contracts are for the development of new products, services and related technologies. Estimating the cost and time for us and our suppliers to complete these contracts is inherently uncertain due to operational and technical complexities. This uncertainty requires us to make significant judgments and assumptions about future operational and technical performance, and the outcome of customer and/or supplier contractual negotiations. The risk that actual performance, technical or contractual outcomes could be different than those previously assumed creates financial risk that could trigger additional material earnings charges, termination provisions, order cancellations, or other financially significant exposure.

VC-25B Presidential Aircraft

The Company's firm fixed-price contract for the Engineering and Manufacturing Development (EMD) effort on the USAF's VC-25B Presidential Aircraft, commonly known as Air Force One, is a \$4 billion program to develop and modify two 747-8 commercial aircraft. During 2024, we increased the reach-forward loss on the contract by \$379. We are continuing to work with the customer to reset the schedule as they adjust requirements. Risk remains that we may record additional losses in future periods.

KC-46A Tanker

In 2011, we were awarded a contract from the USAF to design, develop, manufacture, and deliver four next-generation aerial refueling tankers as well as priced options for 13 annual production lots totaling 179 aircraft. Since 2016, the USAF has authorized 11 low rate initial production (LRIP) lots for a total of 154 aircraft. The EMD contract and authorized LRIP lots total approximately \$29 billion as of March 31, 2025. The KC-46A Tanker is a derivative of the 767 commercial airplane program with the majority of the manufacturing costs being incurred in the 767 factory and the remaining costs being incurred in the military finishing and delivery centers. During 2024, we increased the reach-forward loss on the KC-46A

Tanker program by \$2,002. As of March 31, 2025, we had approximately \$107 of capitalized precontract costs and \$183 of potential termination liabilities to suppliers related to future production lots. Risk remains that we may record additional losses in future periods.

MQ-25

In the third quarter of 2018, we were awarded the MQ-25 EMD contract by the U.S. Navy. The contract is a fixed-price contract that now includes development and delivery of seven aircraft and test articles at a contract price of \$890. In connection with winning the competition, we recognized a reach-forward loss of \$291 in the third quarter of 2018. In the first quarter of 2024, we were awarded a cost-type contract modification totaling \$657 for two additional test aircraft plus other scope increases. During 2024, we increased the reach-forward loss by \$339. We expect the initial EMD units to complete production in 2025 and begin flight testing. During the first quarter of 2025, we initiated final assembly operations at our new facility at Mid-America St. Louis Airport in Mascoutah, Illinois. Risk remains that we may record additional losses in future periods.

T-7A Red Hawk EMD Contract & Production Options

In 2018, we were awarded the T-7A Red Hawk program. The EMD portion of the contract is a \$860 fixed-price contract and includes five aircraft and seven simulators. The production portion of the contract includes production lots for 346 T-7A Red Hawk aircraft and related services that we believe are probable of being exercised. The five EMD aircraft were delivered as of December 31, 2024, and the flight testing is ongoing. In January 2025, the USAF announced an updated acquisition approach for the T-7A Red Hawk that allows the Company to provide a production-ready configuration to the customer prior to low-rate initial production, which better supports the operational needs of the customer and reduces future production risk. During 2024, we increased the reach-forward loss on the T-7A Red Hawk program by \$1,770. At March 31, 2025, we had approximately \$361 of capitalized precontract costs and \$783 of potential termination liabilities to suppliers related to certain long-lead items for the first 4 production lots. Risk remains that we may record additional losses in future periods.

Commercial Crew

The National Aeronautics and Space Administration has contracted us to design and build the CST-100 Starliner spacecraft to transport crews to the International Space Station (ISS). During 2024, we increased the reach-forward loss by \$523. We are continuing to work toward crew certification and resolve the propulsion system anomalies. At March 31, 2025, we had approximately \$401 of capitalized precontract costs and \$147 of potential termination liabilities to suppliers related to unauthorized future missions. Risk remains that we may record additional losses in future periods.

Note 11 – Arrangements with Off-Balance Sheet Risk

We enter into arrangements with off-balance sheet risk in the normal course of business, primarily in the form of guarantees.

The following table provides quantitative data regarding our third-party guarantees. The maximum potential payments represent a “worst-case scenario” and do not necessarily reflect amounts that we expect to pay. The carrying amount of liabilities represents the amount included in Accrued liabilities.

	Maximum Potential Payments		Estimated Proceeds from Collateral/Recourse		Carrying Amount of Liabilities	
	March 31 2025	December 31 2024	March 31 2025	December 31 2024	March 31 2025	December 31 2024
Contingent repurchase commitments	\$249	\$295	\$249	\$295		
Credit guarantees	15	15			\$14	\$14

Contingent Repurchase Commitments In conjunction with signing a definitive agreement for the sale of commercial aircraft, we have entered into contingent repurchase commitments with certain customers wherein we agree to repurchase the sold aircraft at a specified price, generally 10 to 15 years after

delivery. Our repurchase of the aircraft is contingent upon entering into a mutually acceptable agreement for the sale of additional new aircraft in the future. The commercial aircraft repurchase price specified in contingent repurchase commitments is generally lower than the expected fair value at the specified repurchase date. Estimated proceeds from collateral/recourse in the table above represent the lower of the contracted repurchase price or the expected fair value of each aircraft at the specified repurchase date.

If a future sale agreement is reached and a customer elects to exercise its right under a contingent repurchase commitment, the contingent repurchase commitment becomes a trade-in commitment. Our historical experience is that contingent repurchase commitments infrequently become trade-in commitments.

Credit Guarantees We have issued credit guarantees where we are obligated to make payments to a guaranteed party in the event that the original lessee or debtor does not make payments or perform certain specified services. Generally, these guarantees have been extended on behalf of guaranteed parties with less than investment-grade credit. Current outstanding credit guarantees expire through 2036.

Other Indemnifications In conjunction with our sales of Electron Dynamic Devices, Inc. and Rocketdyne Propulsion and Power businesses and our BCA facilities in Wichita, Kansas and Tulsa and McAlester, Oklahoma, we agreed to indemnify, for an indefinite period, the buyers for costs relating to pre-closing environmental conditions and certain other items. We are unable to assess the potential number of future claims that may be asserted under these indemnifications, nor the amounts thereof (if any). As a result, we cannot estimate the maximum potential amount of future payments under these indemnities. To the extent that claims have been made under these indemnities and/or are probable and reasonably estimable, liabilities associated with these indemnities are included in the environmental liability disclosure in Note 10.

Note 12 – Postretirement Plans

The components of net periodic benefit cost/(income) for the three months ended March 31 were as follows:

	Pension		Postretirement	
	2025	2024	2025	2024
Service cost	\$1	\$2	\$13	\$12
Interest cost	669	659	34	31
Expected return on plan assets	(769)	(829)	(3)	(2)
Amortization of prior service credits	(19)	(20)		(3)
Recognized net actuarial loss/(gain)	76	67	(36)	(44)
Net periodic benefit (income)/cost	(\$42)	(\$121)	\$8	(\$6)
Net periodic benefit cost included in Earnings/(loss) from operations	\$1	\$2	\$13	\$11
Net periodic benefit income included in Other income, net	(43)	(123)	(5)	(18)
Net periodic benefit income included in Earnings/(loss) before income taxes	(\$42)	(\$121)	\$8	(\$7)

Note 13 – Share-Based Compensation and Other Compensation Arrangements

Stock Options

On February 19, 2025, we granted 366,869 premium-priced stock options to our executive officers as part of our long-term incentive program. These stock options have an exercise price equal to 120.0% of the fair market value of our stock on the date of grant. The stock options are scheduled to vest and become exercisable three years after the grant date and expire ten years after the grant date. If an executive terminates employment because of retirement, layoff, disability, or death, the executive (or beneficiary) may receive some or all of their stock options depending on certain age and service conditions. The fair value of the stock options granted was \$79.53 per unit and was estimated using a Monte-Carlo simulation model using the following assumptions: expected life 7.0 years, expected volatility 39.0%, risk free interest rate 4.5% and no expected dividend yield.

Restricted Stock Units

On February 19, 2025, we granted 2,244,444 restricted stock units (RSU) to our executives as part of our long-term incentive program. The RSUs granted under this program have a grant date fair value of \$184.53 per unit and will generally vest in three approximately equal installments on the first, second, and third anniversaries of the grant date. These RSUs will settle in common stock (on a one-for-one basis). If an executive terminates employment because of retirement, layoff, disability, or death, the executive (or beneficiary) may receive some or all of their stock units depending on certain age and service conditions. In all other cases, the RSUs will not vest and all rights to the stock units will terminate.

Note 14 – Shareholders' Equity

Mandatory Convertible Preferred Stock

On October 31, 2024, we issued 115,000,000 depository shares, representing 5,750,000 shares of our 6.00% Series A Mandatory Convertible Preferred Stock (Mandatory convertible preferred stock). The Mandatory convertible preferred stock has a \$1,000.00 per share liquidation preference and \$1.00 per share par value. As a result of the transaction, we received cash proceeds of \$5,651, net of underwriting fees and other issuance costs.

Dividends are cumulative at an annual rate of 6.00% on the liquidation preference of \$1,000.00 per share of Mandatory convertible preferred stock and may be paid in cash, shares of our common stock or a combination of cash and shares of our common stock. Dividends that are declared will be payable on January 15, April 15, July 15 and October 15 to holders of record on the January 1, April 1, July 1, and October 1 immediately preceding the relevant dividend payment date. On January 15, 2025, dividends of \$72, representing \$12.50 per share, were paid in cash to holders of record as of January 1, 2025. In February 2025, dividends of \$86 were declared to holders of record as of April 1, 2025, representing \$15.00 per share, and were paid in cash on April 15, 2025.

The following table illustrates the conversion rate per share of Mandatory convertible preferred stock, subject to certain anti-dilution adjustments, based on the applicable market value of the common stock:

Applicable Market Value of Common Stock	Conversion Rate per Share of Mandatory Convertible Preferred Stock
Greater than \$171.5854	5.8280 shares of common stock
Equal to or less than \$171.5854 but greater than or equal to \$142.9797	Between 5.8280 and 6.9940 shares of common stock, determined by dividing \$1,000 by the applicable market value
Less than \$142.9797	6.9940 shares of common stock

Unless earlier converted, each share of Mandatory convertible preferred stock will automatically convert on October 15, 2027, into between 5.8280 shares and 6.9940 shares of our common stock, depending on the applicable market value of the common stock and subject to certain anti-dilution adjustments

described in the certificate of designations related to our Mandatory convertible preferred stock (Certificate of Designations). The applicable market value of our common stock will be determined based on the average volume-weighted average price per share of the common stock over the 20 consecutive trading day period beginning on, and including, the 21st scheduled trading day immediately prior to October 15, 2027.

If a fundamental change, as defined in the Certificate of Designations, occurs on or prior to October 15, 2027, then holders of Mandatory convertible preferred stock will be entitled to convert all or any portion of their shares into shares of our common stock at the fundamental change conversion rate, as defined in the Certificate of Designations, for a specified period of time and also to receive an amount to compensate such holders for unpaid accumulated dividends and any remaining future scheduled dividend payments.

Other than during a fundamental change conversion period, at any time prior to October 15, 2027, holders of Mandatory convertible preferred stock may elect to convert all or any portion of their shares at a conversion rate of 5.8280 shares of common stock per share of Mandatory convertible preferred stock, subject to certain anti-dilution and other adjustments as described in the Certificate of Designations.

Accumulated Other Comprehensive Loss

Changes in Accumulated other comprehensive loss (AOCI) by component for the three months ended March 31, 2025 and 2024, were as follows:

	Currency Translation Adjustments	Unrealized Gains and Losses on Certain Investments	Unrealized Gains and Losses on Derivative Instruments	Defined Benefit Pension Plans & Other Postretirement Benefits	Total ⁽¹⁾
Balance at January 1, 2024	(\$134)	\$2	\$12	(\$10,185)	(\$10,305)
Other comprehensive loss before reclassifications	(35)		(65)	(14)	(114)
Amounts reclassified from AOCI			7	(2)	7
Net current period Other comprehensive loss	(35)		(58)	(14)	(107)
Balance at March 31, 2024	(\$169)	\$2	(\$46)	(\$10,199)	(\$10,412)
Balance at January 1, 2025	(\$178)	\$2	(\$211)	(\$10,528)	(\$10,915)
Other comprehensive income before reclassifications	46		68		114
Amounts reclassified from AOCI			18	23 ⁽²⁾	41
Net current period Other comprehensive income	46		86	23	155
Balance at March 31, 2025	(\$132)	\$2	(\$125)	(\$10,505)	(\$10,760)

⁽¹⁾ Net of tax.

⁽²⁾ Primarily relates to the amortization of prior service credits and actuarial losses included in net periodic benefit cost for the three months ended March 31, 2025 and 2024 totaling \$23 and \$0 (net of tax of \$2 and \$0).

Note 15 – Derivative Financial Instruments

Cash Flow Hedges

Our cash flow hedges include foreign currency forward contracts, commodity swaps and commodity purchase contracts. We use foreign currency forward contracts to manage currency risk associated with certain expected sales and purchases through 2031. We use commodity derivatives, such as fixed-price purchase commitments and swaps to hedge against potentially unfavorable price changes for commodities used in production. Our commodity contracts hedge forecasted transactions through 2028.

Derivative Instruments Not Receiving Hedge Accounting Treatment

We have entered into agreements to purchase and sell aluminum to address long-term strategic sourcing objectives and non-U.S. business requirements. These agreements are derivative instruments for accounting purposes. The quantities of aluminum in these agreements offset and are priced at prevailing market prices. We also hold certain foreign currency forward contracts and commodity swaps which do not qualify for hedge accounting treatment.

Notional Amounts and Fair Values

The notional amounts and fair values of derivative instruments in the Condensed Consolidated Statements of Financial Position were as follows:

	Notional amounts ⁽¹⁾		Other assets		Accrued liabilities	
	March 31 2025	December 31 2024	March 31 2025	December 31 2024	March 31 2025	December 31 2024
Derivatives designated as hedging instruments:						
Foreign exchange contracts	\$5,123	\$5,139	\$51	\$23	(\$129)	(\$213)
Commodity contracts	361	388	61	65	(12)	(12)
Derivatives not receiving hedge accounting treatment:						
Foreign exchange contracts	121	103	1	1	(12)	(17)
Commodity contracts	104	129				
Total derivatives	\$5,709	\$5,759	\$113	\$89	(\$153)	(\$242)
Netting arrangements			(33)	(24)	33	24
Net recorded balance			\$80	\$65	(\$120)	(\$218)

⁽¹⁾ Notional amounts represent the gross contract/notional amount of the derivatives outstanding.

Gains/(losses) associated with our hedging transactions and forward points recognized in Other comprehensive income/(loss) are presented in the following table:

	Three months ended March 31	
	2025	2024
Recognized in Other comprehensive income/(loss), net of taxes:		
Foreign exchange contracts	\$67	(\$57)
Commodity contracts	1	(8)

(Losses)/gains associated with our hedging transactions and forward points reclassified from AOCI to earnings are presented in the following table:

	Three months ended March 31	
	2025	2024
Foreign exchange contracts		
Costs and expenses	(\$4)	(\$7)
General and administrative expense	(10)	(4)
Commodity contracts		
Costs and expenses	(\$11)	
General and administrative expense	2	\$2

Gains/(losses) related to undesignated derivatives on foreign exchange and commodity cash flow hedging transactions recognized in Other income, net were insignificant for the three months ended March 31, 2025 and 2024.

Based on our portfolio of cash flow hedges, we expect to reclassify losses of \$50 (pre-tax) out of AOCI into earnings during the next 12 months.

We have derivative instruments with credit-risk-related contingent features. If we default on our five-year credit facilities, our derivative counterparties could require settlement for foreign exchange and certain commodity contracts with original maturities of at least five years. The fair value of those contracts in a net liability position at March 31, 2025 was \$14. For other particular commodity contracts, our counterparties could require collateral posted in an amount determined by our credit ratings. At March 31, 2025, there was no collateral posted related to our derivatives.

Note 16 – Fair Value Measurements

The fair value hierarchy has three levels based on the reliability of the inputs used to determine fair value. Level 1 refers to fair values determined based on quoted prices in active markets for identical assets. Level 2 refers to fair values estimated using significant other observable inputs, and Level 3 includes fair values estimated using significant unobservable inputs. The following table presents our assets and liabilities that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy.

	March 31, 2025			December 31, 2024		
	Total	Level 1	Level 2	Total	Level 1	Level 2
Assets						
Money market funds	\$5,182	\$5,182		\$6,475	\$6,475	
Available-for-sale debt investments:						
Commercial paper	163		\$163	165		\$165
Corporate notes	338		338	335		335
U.S. government agencies	17		17	17		17
Other equity investments	10	10		9	9	
Derivatives	80		80	65		65
Total assets	\$5,790	\$5,192	\$598	\$7,066	\$6,484	\$582
Liabilities						
Derivatives	(\$120)		(\$120)	(\$218)		(\$218)
Total liabilities	(\$120)		(\$120)	(\$218)		(\$218)

Money market funds, available-for-sale debt investments and equity securities are valued using a market approach based on the quoted market prices or broker/dealer quotes of identical or comparable instruments.

Derivatives include foreign currency and commodity contracts. Our foreign currency forward contracts are valued using an income approach based on the present value of the forward rate less the contract rate multiplied by the notional amount. Commodity derivatives are valued using an income approach based on the present value of the commodity index prices less the contract rate multiplied by the notional amount.

Certain assets have been measured at fair value on a nonrecurring basis. The following table presents the nonrecurring losses recognized for the three months ended March 31 due to long-lived asset impairment and the fair value of the related assets as of the impairment date:

	2025		2024	
	Fair Value	Total Losses	Fair Value	Total Losses
Investments		(\$5)		(\$4)
Other assets	\$5	(2)		(3)
Property, plant and equipment			\$18	(9)
Operating lease equipment			15	(5)
Total	\$5	(\$7)	\$33	(\$21)

Level 3 Investments and Other assets were primarily valued using an income approach based on the discounted cash flows associated with the underlying assets. Level 2 Property, plant and equipment were valued based on a third-party valuation using a combination of income and market approaches and adjusted for as-is condition. These approaches are considered estimates of net operating income, capitalization rates, and/or comparable property sales. Level 3 operating lease equipment is derived by calculating a median collateral value from a consistent group of third-party aircraft value publications. The values provided by the third-party aircraft publications are derived from their knowledge of market trades and other market factors. Management reviews the publications quarterly to assess the continued appropriateness and consistency with market trends. Under certain circumstances, we adjust values based on the attributes and condition of the specific aircraft or equipment, usually when the features or use of the aircraft vary significantly from the more generic aircraft attributes covered by third-party publications, or on the expected net sales price for the aircraft.

Fair Value Disclosures

The fair values and related carrying values of financial instruments that are not required to be remeasured at fair value on the Condensed Consolidated Statements of Financial Position were as follows:

March 31, 2025					
	Carrying Amount	Total Fair Value	Level 1	Level 2	Level 3
Assets					
Notes receivable, net	\$881	\$923		\$910	\$13
Liabilities					
Debt, excluding finance lease obligations	(53,394)	(51,758)		(51,758)	
December 31, 2024					
	Carrying Amount	Total Fair Value	Level 1	Level 2	Level 3
Assets					
Notes receivable, net	\$940	\$953		\$941	\$12
Liabilities					
Debt, excluding finance lease obligations	(53,625)	(51,089)		(51,089)	

The fair value of Notes receivable classified as Level 2 is estimated with discounted cash flow analysis using interest rates currently offered on loans with similar terms to borrowers of similar credit quality. The fair value of Notes receivable classified as Level 3 is based on our best estimate using available counterparty financial data. The fair value of our debt that is traded in the secondary market is classified as Level 2 and is based on current market yields. For our debt that is not traded in the secondary market, the fair value is classified as Level 2 and is based on our indicative borrowing cost derived from dealer

quotes or discounted cash flows. With regard to other financial instruments with off-balance sheet risk, it is not practicable to estimate the fair value of our indemnifications and financing commitments because the amount and timing of those arrangements are uncertain. Items not included in the above disclosures include cash, restricted cash, time deposits and other deposits, commercial paper, money market funds, Accounts receivable, Unbilled receivables, Other current assets, Accounts payable and long-term payables. The carrying values of those items, as reflected in the Condensed Consolidated Statements of Financial Position, approximate their fair value at March 31, 2025 and December 31, 2024. The fair value of assets and liabilities whose carrying value approximates fair value is determined using Level 2 inputs, with the exception of cash (Level 1).

Note 17 – Legal Proceedings

Various legal proceedings, claims and investigations related to products, contracts, employment, securities and other matters are pending against us. In addition, we are subject to various government inquiries and investigations from which civil, criminal or administrative proceedings could result or have resulted in the past. Such proceedings involve or could involve claims by the government for fines, penalties, compensatory and treble damages, restitution and/or forfeitures. Under U.S. government regulations, a company, or one or more of its operating divisions or subdivisions, can also be suspended or debarred from government contracts, have certain of its production certificates suspended or revoked, or lose its export privileges, based on the results of investigations. We believe, based upon current information, that the outcome of any currently pending legal proceeding, claim, or government dispute, inquiry or investigation will not have a material effect on our financial position, results of operations or cash flows.

Multiple legal actions, investigations and inquiries were initiated concerning the October 29, 2018 accident of Lion Air Flight 610 and the March 10, 2019 accident of Ethiopian Airlines Flight 302. While many of these legal actions and investigations have been resolved, others are still pending, including a federal securities class action filed in federal district court in the Northern District of Illinois, and a number of civil lawsuits and claims brought by family members of those lost in the accidents. Furthermore, on January 7, 2021, we entered into a Deferred Prosecution Agreement (DPA) with the U.S. Department of Justice (the Department) relating to the Department's investigation into us regarding the evaluation of the 737 MAX by the Federal Aviation Administration (the Investigation). Among other obligations, the DPA included a three-year reporting period, which ended in January 2024. On May 14, 2024, the Department notified us of its determination that we did not fulfill our obligations under the DPA and that the Department would not move to dismiss the case. On July 24, 2024, we and the Department filed a proposed plea agreement with the U.S. District Court for the Northern District of Texas (the Court) to resolve the Investigation. Under the terms of the proposed agreement, Boeing agreed that it would plead guilty to the charge that was the basis for the DPA; pay an additional fine of \$244; commit to invest at least \$455 in compliance, quality and safety programs over a three-year period; and agree to the appointment of an independent compliance monitor for three years. On December 5, 2024, the Court rejected the proposed plea agreement, citing the proposed agreement's provisions governing the monitor's selection and supervision. In light of the Court's ruling, Boeing and the Department continue to be engaged in discussions regarding potential resolution of this matter, which is now scheduled to go to trial on June 23, 2025.

Multiple legal actions were initiated as a result of the January 5, 2024 737-9 door plug accident. We are also subject to multiple governmental and regulatory investigations and inquiries relating to the 737-9 door plug accident and our commercial airplanes business.

We cannot reasonably estimate a range of loss, if any, not covered by available insurance and in excess of any accrued amounts that may result given the current status of pending lawsuits, investigations and inquiries arising from the 2018 and 2019 737 MAX accidents and the January 2024 737-9 door plug accident.

Note 18 – Segment and Revenue Information

We operate in three reportable segments: BCA, BDS, and BGS. All other activities fall within Unallocated items, eliminations and other. See page 6 for the Summary of Business Segment Data, which is an integral part of this note.

BCA develops, produces and markets commercial jet aircraft principally to the commercial airline industry worldwide. Revenue on commercial aircraft contracts is recognized at the point in time when an aircraft is completed and accepted by the customer.

BDS engages in the research, development, production and modification of the following products and related services: manned and unmanned military aircraft and weapons systems, surveillance and engagement, strategic defense and intelligence systems, satellite systems and space exploration. BDS revenue is generally recognized over the contract term (over time) as costs are incurred.

BGS provides parts, maintenance, modifications, logistics support, training, data analytics and information-based services to commercial and government customers worldwide. BGS segment revenue and costs include certain products and services provided to other segments. Revenue on commercial spare parts contracts is recognized at the point in time when a spare part is delivered to the customer. Revenue on other contracts is generally recognized over the contract term (over time) as costs are incurred.

The primary profitability measurement used by our chief operating decision maker to review segment operating results is Segment operating earnings/(loss). The following table reconciles segment Revenues to Segment operating earnings/(loss):

	BCA	BDS	BGS
For the three months ended March 31, 2024			
Revenues	\$4,653	\$6,950	\$5,045
Less:			
Research and development expense, net	518	235	26
Other segment items ⁽¹⁾	5,278	6,564	4,103
Segment operating earnings/(loss)	(\$1,143)	\$151	\$916
For the three months ended March 31, 2025			
Revenues	\$8,147	\$6,298	\$5,063
Less:			
Research and development expense, net	534	199	29
Other segment items ⁽¹⁾	8,150	5,944	4,091
Segment operating earnings/(loss)	(\$537)	\$155	\$943

⁽¹⁾ Primarily includes costs of products and services and general and administrative expenses.

The following tables present BCA, BDS and BGS revenues from contracts with customers disaggregated in a number of ways, such as geographic location, contract type and the method of revenue recognition. We believe these best depict how the nature, amount, timing and uncertainty of our revenues and cash flows are affected by economic factors

BCA revenues by customer location consisted of the following:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2025	2024
Revenue from contracts with customers:		
Europe	\$508	\$770
Asia	2,957	2,113
Middle East	483	768
Other non-U.S.	389	410
Total non-U.S. revenues	4,337	4,061
United States	3,783	985
Estimated potential concessions and other considerations to 737 MAX customers, net of insurance recoveries		(443)
Total revenues from contracts with customers	8,120	4,603
Intersegment revenues eliminated on consolidation	27	50
Total segment revenues	\$8,147	\$4,653
Revenue recognized on fixed-price contracts	100 %	100 %
Revenue recognized at a point in time	100 %	99 %

BDS revenues on contracts with customers, based on the customer's location, consisted of the following:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2025	2024
Revenue from contracts with customers:		
U.S. customers	\$4,933	\$5,444
Non-U.S. customers ⁽¹⁾	1,365	1,506
Total segment revenue from contracts with customers	\$6,298	\$6,950
Revenue recognized over time	100 %	99 %
Revenue recognized on fixed-price contracts	58 %	58 %
Revenue from the U.S. government ⁽¹⁾	92 %	91 %

⁽¹⁾ Includes revenues earned from foreign military sales through the U.S. government.

BGS revenues consisted of the following:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2025	2024
Revenue from contracts with customers:		
Commercial	\$2,971	\$3,000
Government	1,996	1,934
Total revenues from contracts with customers	4,967	4,934
Intersegment revenues eliminated on consolidation	96	111
Total segment revenues	\$5,063	\$5,045
Revenue recognized at a point in time	54 %	54 %
Revenue recognized on fixed-price contracts	86 %	87 %
Revenue from the U.S. government ⁽¹⁾	30 %	29 %

⁽¹⁾ Includes revenues earned from foreign military sales through the U.S. government.

Earnings in Equity Method Investments

During the three months ended March 31, 2025 and 2024, our share of (loss)/income from equity method investments was (\$4) and \$72. The loss in 2025 was primarily driven by investments held in Unallocated items, eliminations, and other. The income in 2024 was primarily driven by investments held at our BDS segment.

Backlog

Our total backlog includes contracts that we and our customers are committed to perform. The value in backlog represents the estimated transaction prices on performance obligations to our customers for which work remains to be performed. Backlog is converted into revenue, primarily based on the cost incurred or at delivery and acceptance of products, depending on the applicable revenue recognition model.

Our backlog at March 31, 2025 was \$544,736. We expect approximately 24% to be converted to revenue through 2026 and approximately 71% through 2029, with the remainder thereafter. There is significant uncertainty regarding the timing of when backlog will convert into revenue. We may experience reductions to backlog and/or significant order cancellations due to various factors including delivery delays, production disruptions and delays to entry into service of the 777X, 737-7 and/or 737-10.

Unallocated Items, Eliminations and Other

Unallocated items, eliminations and other include common internal services that support Boeing's global business operations and eliminations of certain sales between segments. We generally allocate costs to business segments based on the U.S. Government Cost Accounting Standards (CAS). Components of Unallocated items, eliminations and other income/(expense) are shown in the following table.

	Three months ended March 31	
	2025	2024
Share-based plans	(\$30)	\$10
Deferred compensation	5	(30)
Amortization of previously capitalized interest	(21)	(23)
Research and development expense, net	(82)	(89)
Eliminations and other unallocated items	(234)	(180)
Unallocated items, eliminations and other	(\$362)	(\$312)

Pension and Other Postretirement Benefit Expense

Pension costs are allocated to BDS and BGS businesses supporting government customers using CAS, which employ different actuarial assumptions and accounting conventions than GAAP. These costs are allocable to government contracts. Other postretirement benefit costs are allocated to business segments based on CAS, which is generally based on benefits paid. FAS/CAS service cost adjustment represents the difference between the Financial Accounting Standards (FAS) pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. Non-operating pension and postretirement expenses represent the components of net periodic benefit costs other than service cost. These expenses are included in Other income, net. Components of FAS/CAS service cost adjustment are shown in the following table:

	Three months ended March 31	
	2025	2024
Pension FAS/CAS service cost adjustment	\$193	\$230
Postretirement FAS/CAS service cost adjustment	69	72
FAS/CAS service cost adjustment	\$262	\$302

Assets

Segment assets are summarized in the table below:

	March 31 2025	December 31 2024
Commercial Airplanes	\$85,509	\$84,177
Defense, Space & Security	16,210	15,350
Global Services	17,167	16,704
Unallocated items, eliminations and other	37,608	40,132
Total	\$156,494	\$156,363

Assets included in Unallocated items, eliminations and other primarily consist of Cash and cash equivalents, Short-term and other investments, tax assets, capitalized interest and assets managed centrally on behalf of the three principal business segments and intercompany eliminations.

Capital Expenditures

	Three months ended March 31	
	2025	2024
Commercial Airplanes	\$106	\$102
Defense, Space & Security	54	68
Global Services	26	35
Unallocated items, eliminations and other	488	362
Total	\$674	\$567

Capital expenditures for Unallocated items, eliminations and other relate primarily to assets managed centrally on behalf of the three principal business segments.

Depreciation and Amortization

	Three months ended March 31	
	2025	2024
Commercial Airplanes	\$101	\$99
Defense, Space & Security	50	47
Global Services	73	77
Centrally Managed Assets ⁽¹⁾	242	219
Total	\$466	\$442

⁽¹⁾ Amounts shown in the table represent depreciation and amortization expense recorded by the individual business segments. Depreciation and amortization for centrally managed assets are allocated to business segments based on usage and occupancy. During the three months ended March 31, 2025, \$169 was allocated to the primary business segments, of which \$82, \$68, and \$19 was allocated to BCA, BDS and BGS, respectively. During the three months ended March 31, 2024, \$163 was allocated to the primary business segments, of which \$80, \$65, and \$18 was allocated to BCA, BDS and BGS, respectively.

Note 19 – Subsequent Events

On April 22, 2025, we announced that we entered into an agreement with Thoma Bravo to sell portions of our BGS segment's Digital Aviation Solutions business for \$10.55 billion. The sale will include Jeppesen, ForeFlight, AerData and OzRunways assets. We will continue to provide commercial and defense airplane and fleet maintenance, diagnostics, and repair services. This transaction will enable us to strengthen our capital structure and focus on our core operations. We expect the transaction to close later in 2025 and result in a gain at closing. The transaction is subject to regulatory approval and customary closing conditions.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
The Boeing Company
Arlington, Virginia

Results of Review of Interim Financial Information

We have reviewed the accompanying condensed consolidated statement of financial position of The Boeing Company and subsidiaries (the "Company") as of March 31, 2025, the related condensed consolidated statements of operations, comprehensive income, equity, and cash flows for the three-month periods ended March 31, 2025 and 2024, and the related notes (collectively referred to as the "condensed consolidated interim financial information"). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying condensed consolidated interim financial information for it to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statement of financial position of the Company as of December 31, 2024, and the related consolidated statements of operations, comprehensive income, equity, and cash flows for the year then ended (not presented herein); and in our report dated February 3, 2025, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated statement of financial position as of December 31, 2024, is fairly stated, in all material respects, in relation to the consolidated statement of financial position from which it has been derived.

Basis for Review Results

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

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

/s/ Deloitte & Touche LLP

Seattle, Washington

April 23, 2025

FORWARD-LOOKING STATEMENTS

This report contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as “may,” “will,” “should,” “expects,” “intends,” “projects,” “plans,” “believes,” “estimates,” “targets,” “anticipates,” and other similar words or expressions, or the negative thereof, generally can be used to help identify these forward-looking statements. Examples of forward-looking statements include statements relating to our future financial condition and operating results, industry projections and outlooks, plans, objectives and goals, as well as any other statement that does not directly relate to any historical or current fact.

Forward-looking statements are based on expectations and assumptions that we believe to be reasonable when made, but that may not prove to be accurate. These statements are not guarantees and are subject to risks, uncertainties, and changes in circumstances that are difficult to predict. Many factors could cause actual results to differ materially and adversely from these forward-looking statements. Among these factors are risks related to:

- (1) general conditions in the economy and our industry, including those due to regulatory changes;
- (2) our reliance on our commercial airline customers;
- (3) the overall health of our aircraft production system, production quality issues, commercial airplane production rates, our ability to successfully develop and certify new aircraft or new derivative aircraft, and the ability of our aircraft to meet stringent performance and reliability standards;
- (4) changing budget and appropriation levels and acquisition priorities of the U.S. government, as well as significant delays in U.S. government appropriations;
- (5) our dependence on our subcontractors and suppliers, as well as the availability of highly skilled labor and raw materials;
- (6) work stoppages or other labor disruptions;
- (7) competition within our markets;
- (8) our non-U.S. operations and sales to non-U.S. customers, including tariffs, trade restrictions and government actions;
- (9) changes in accounting estimates;
- (10) our pending acquisition of Spirit AeroSystems Holdings, Inc. (Spirit), including the satisfaction of closing conditions in the expected timeframe or at all;
- (11) realizing the anticipated benefits of mergers, acquisitions, joint ventures/strategic alliances or divestitures, including anticipated synergies and quality improvements related to our pending acquisition of Spirit;
- (12) our dependence on U.S. government contracts;
- (13) our reliance on fixed-price contracts;
- (14) our reliance on cost-type contracts;
- (15) contracts that include in-orbit incentive payments;
- (16) management of a complex, global IT infrastructure;

- (17) compromised or unauthorized access to our, our customers' and/or our suppliers' information and systems;
- (18) potential business disruptions, including threats to physical security or our information technology systems, extreme weather (including effects of climate change) or other acts of nature, and pandemics or other public health crises;
- (19) potential adverse developments in new or pending litigation and/or government inquiries or investigations;
- (20) potential environmental liabilities;
- (21) effects of climate change and legal, regulatory or market responses to such change;
- (22) credit rating agency actions and our ability to effectively manage our liquidity;
- (23) substantial pension and other postretirement benefit obligations;
- (24) the adequacy of our insurance coverage;
- (25) customer and aircraft concentration in our customer financing portfolio;
- (26) the dilutive effect of future issuances of our common stock; and
- (27) the preferential treatment of our 6.00% mandatory convertible preferred stock.

Additional information concerning these and other factors can be found in our filings with the Securities and Exchange Commission, including our most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. Any forward-looking statement speaks only as of the date on which it is made, and we assume no obligation to update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise, except as required by law.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

On January 5, 2024, a 737-9 flight made an emergency landing after a mid-exit door plug detached in flight. Following the accident, the Federal Aviation Administration (FAA) grounded and required inspections of all 737-9 aircraft with a mid-exit door plug, which constituted the large majority of the approximately 220 737-9 aircraft in the in-service fleet. On January 24, 2024, the FAA approved an enhanced maintenance and inspection process that was required to be performed on each of the grounded 737-9 aircraft. Our 737-9 operators returned their fleets to service in the first quarter of 2024. All 737-9 aircraft in production are undergoing this same enhanced inspection process prior to delivery.

As a result of the accident, the FAA performed an investigation into the 737 quality control system. In the second quarter of 2024, we submitted a comprehensive safety and quality plan to the FAA to address the issues identified. As part of our plan to improve quality and safety and to address the issues identified, we slowed production rates and delayed planned production rate increases to reduce traveled work in our factory, as well as at our suppliers. We also began taking additional actions to improve safety and quality, which include investing in workforce training, simplifying plans and processes, eliminating defects, and enhancing our safety and quality culture.

The 737-9 door plug accident and the resulting actions to improve compliance with our manufacturing quality control requirements have significantly impacted our financial position, results of operations and cash flows.

On November 4, 2024, the International Association of Machinists and Aerospace Workers District 751 (IAM 751) voted to ratify a new contract, thereby ending the work stoppage initiated on September 13, 2024, which paused production of certain commercial aircraft models (737, 767, 777 and 777X aircraft) as well as production of commercial derivative aircraft for our Defense, Space & Security business (KC-46A Tanker and P-8A Poseidon). Production for all programs resumed in December 2024 and gradually ramped up during the first quarter of 2025.

Consolidated Results of Operations and Financial Condition

Consolidated Results of Operations

The following table summarizes key indicators of consolidated results of operations:

<i>(Dollars in millions, except per share data)</i>	Three months ended March 31	
	2025	2024
Revenues	\$19,496	\$16,569
GAAP		
Earnings/(loss) from operations	\$461	(\$86)
Operating margins	2.4 %	(0.5)%
Effective income tax rate	140.8 %	6.1 %
Net loss attributable to Boeing shareholders	(\$37)	(\$343)
Diluted loss per share	(\$0.16)	(\$0.56)
Non-GAAP ⁽¹⁾		
Core operating earnings/(loss)	\$199	(\$388)
Core operating margins	1.0 %	(2.3)%
Core loss per share	(\$0.49)	(\$1.13)

⁽¹⁾ These measures exclude certain components of pension and other postretirement benefit expense. See pages 47-48 for important information about these non-GAAP measures and reconciliations to the most directly comparable GAAP measures.

Revenues

The following table summarizes Revenues:

(Dollars in millions)

	Three months ended March 31	
	2025	2024
Commercial Airplanes	\$8,147	\$4,653
Defense, Space & Security	6,298	6,950
Global Services	5,063	5,045
Unallocated items, eliminations and other	(12)	(79)
Total	\$19,496	\$16,569

Revenues for the three months ended March 31, 2025, increased by \$2,927 million compared with the same period in 2024 driven by higher revenues at Commercial Airplanes (BCA) and Global Services (BGS), partially offset by lower revenues at Defense, Space & Security (BDS). BCA revenues increased by \$3,494 million primarily due to higher deliveries and the absence of 737-9 customer considerations. BGS revenues increased by \$18 million primarily due to higher government services revenue, partially offset by lower commercial services revenue. BDS revenues decreased by \$652 million primarily driven by lower volume and the absence of a favorable MQ-25 contract modification that was awarded in the first quarter of 2024, partially offset by lower net unfavorable cumulative catch-up adjustments compared to the comparable period in the prior year.

Revenues will continue to be significantly impacted until deliveries ramp up, the global supply chain stabilizes, and labor instability diminishes.

Earnings/(loss) from Operations

The following table summarizes Earnings/(loss) from operations:

(Dollars in millions)

	Three months ended March 31	
	2025	2024
Commercial Airplanes	(\$537)	(\$1,143)
Defense, Space & Security	155	151
Global Services	943	916
Segment operating earnings/(loss)	561	(76)
Unallocated items, eliminations and other	(362)	(312)
Pension FAS/CAS service cost adjustment	193	230
Postretirement FAS/CAS service cost adjustment	69	72
Earnings/(loss) from operations (GAAP)	\$461	(\$86)
FAS/CAS service cost adjustment *	(262)	(302)
Core operating earnings/(loss) (Non-GAAP) **	\$199	(\$388)

* The FAS/CAS service cost adjustment represents the difference between the Financial Accounting Standards (FAS) pension and postretirement service costs calculated under GAAP and costs allocated to the business segments.

** Core operating earnings/(loss) is a Non-GAAP measure that excludes the FAS/CAS service cost adjustment. See pages 47-48.

Earnings from operations for the three months ended March 31, 2025, was \$461 million compared to loss from operations of \$86 million during the same period in 2024. BCA loss from operations decreased by \$606 million reflecting higher deliveries, the absence of 737-9 customer considerations and lower period expenses. BGS earnings from operations increased by \$27 million primarily due to higher government

services revenue. BDS earnings from operations increased by \$4 million compared to the same period in 2024 primarily due to lower net unfavorable cumulative contract catch-up adjustments, largely offset by lower earnings from equity method investments and lower volume. Loss from operations on Unallocated items, eliminations and other increased by \$50 million compared with the same period in 2024 primarily due to an increase in eliminations and other unallocated items expense.

Core operating earnings for the three months ended March 31, 2025, increased by \$587 million compared with the same period in 2024, primarily due to an increase in Segment operating earnings as described above.

For information related to Postretirement Plans, see Note 12 to our Condensed Consolidated Financial Statements.

Unallocated Items, Eliminations and Other

The most significant items included in Unallocated items, eliminations and other (expense)/income are shown in the following table:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2025	2024
Share-based plans	(\$30)	\$10
Deferred compensation	5	(30)
Amortization of previously capitalized interest	(21)	(23)
Research and development expense, net	(82)	(89)
Eliminations and other unallocated items	(234)	(180)
Unallocated items, eliminations and other	(\$362)	(\$312)

Share-based plans expense increased by \$40 million for the three months ended March 31, 2025 compared with the same period in 2024 primarily due to the timing of corporate allocations.

Deferred compensation expense decreased by \$35 million for the three months ended March 31, 2025, compared with the same period in 2024 primarily driven by changes in broad stock market conditions.

Research and development expense was largely unchanged during the three months ended March 31, 2025, compared with the same period in 2024.

Eliminations and other unallocated items expense for the three months ended March 31, 2025, increased by \$54 million compared with the same period in 2024 primarily due to the timing of allocations.

Other Earnings Items

<i>(Dollars in millions)</i>	Three months ended March 31	
	2025	2024
Earnings/(loss) from operations	\$461	(\$86)
Other income, net	323	277
Interest and debt expense	(708)	(569)
Earnings/(loss) before income taxes	76	(378)
Income tax (expense)/benefit	(107)	23
Net loss	(31)	(355)
Less: net earnings/(loss) attributable to noncontrolling interest	6	(12)
Net loss attributable to Boeing shareholders	(\$37)	(\$343)

Other income, net for the three months ended March 31, 2025, increased by \$46 million compared with the same period in 2024, primarily due to an increase in interest income on short-term investments and dividend income, partially offset by non-operating pension income. For information on changes related to non-operating pension and postretirement expenses, see Note 12 to our Condensed Consolidated Financial Statements.

Interest and debt expense for the three months ended March 31, 2025, increased by \$139 million compared with the same period in the prior year primarily as a result of higher average debt balances.

For a discussion related to Income Taxes, see Note 4 to our Condensed Consolidated Financial Statements.

Total Costs and Expenses ("Cost of Sales")

Cost of sales, for both products and services, consists primarily of raw materials, parts, sub-assemblies, labor, overhead and subcontracting costs. Our BCA segment predominantly uses program accounting to account for cost of sales. Under program accounting, cost of sales for each commercial aircraft program equals the product of (i) revenue recognized in connection with customer deliveries and (ii) the estimated cost of sales percentage applicable to the total remaining program. For long-term contracts, the amount reported as cost of sales is recognized as incurred. Substantially all contracts at our BDS segment and certain contracts at our BGS segment are long-term contracts with the U.S. government and other customers that generally extend over several years. Cost of sales for commercial spare parts is recorded at average cost.

The following table summarizes cost of sales:

	Three months ended March 31		
	2025	2024	Change
Cost of sales	\$17,079	\$14,693	\$2,386
Cost of sales as a % of Revenues	87.6 %	88.7 %	(1.1)%

Cost of sales for the three months ended March 31, 2025, increased by \$2,386 million, or 16%, compared with the same period in 2024, primarily due to higher revenues at BCA, partially offset by lower volume and the absence of fixed-price development program charges at BDS. Cost of sales as a percentage of Revenues decreased during the three months ended March 31, 2025, compared with the same period in 2024, primarily due to the absence of 737-9 customer considerations at BCA and the absence of charges on BDS fixed-price development programs, partially offset by higher revenues at BCA.

Research and Development

Research and development expense, net is summarized in the following table:

	Three months ended March 31	
	2025	2024
Commercial Airplanes	\$534	\$518
Defense, Space & Security	199	235
Global Services	29	26
Other	82	89
Total	\$844	\$868

Research and development expense was largely unchanged during the three months ended March 31, 2025, compared to the same period in 2024.

Backlog

<i>(Dollars in millions)</i>	March 31 2025	December 31 2024
Commercial Airplanes	\$460,447	\$435,175
Defense, Space & Security	61,567	64,023
Global Services	22,036	21,403
Unallocated items, eliminations and other	686	735
Total Backlog	\$544,736	\$521,336
Contractual backlog	\$523,964	\$498,802
Unobligated backlog	20,772	22,534
Total Backlog	\$544,736	\$521,336

Contractual backlog of unfilled orders excludes purchase options, announced orders for which definitive contracts have not been executed, orders where customers have the unilateral right to terminate, and unobligated U.S. and non-U.S. government contract funding. The increase in contractual backlog during the three months ended March 31, 2025, was primarily due to an increase in BCA and BGS backlog that was partially offset by a decrease in BDS backlog. We may experience reductions to backlog and/or significant order cancellations due to various factors including delivery delays, production disruptions and delays to entry into service of the 777X, 737-7 and/or 737-10.

Unobligated backlog includes U.S. and non-U.S. government definitive contracts for which funding has not been authorized. Unobligated backlog during the three months ended March 31, 2025 was largely unchanged.

Additional Considerations

U.S. Government Funding Considerable uncertainty exists regarding how future U.S. government budget and program decisions will unfold, including the spending priorities of the new Administration and Congress.

The Full-Year Continuing Appropriations and Extensions Act, 2025, enacted on March 15, 2025, largely continues federal funding at fiscal year 2024 appropriated levels through September 30, 2025. This bill has been deemed to be a full-year appropriations bill in respect to satisfying the requirements of the Fiscal Responsibility Act, avoiding a sequester of defense and non-defense spending in fiscal year 2025 (FY25).

The U.S. government could experience a disruption to its operations and/or payments in 2025 if the debt limit is not addressed before the U.S. Treasury exhausts extraordinary measures. These potential disruptions, and any broader macroeconomic impacts, could affect our current programs and contracts and have a material effect on our financial position, results of operations and/or cash flows.

Global Trade The global trade landscape is currently highly volatile. Various countries have announced plans for and/or have already implemented new or modified tariffs. For example, in the first quarter of 2025, the United States imposed modified tariffs on aluminum and steel imports, as well as additional tariffs on goods from China. In addition, the United States imposed tariffs on goods imported from Canada and Mexico that are not compliant with the United States-Mexico-Canada Agreement (USMCA). We believe that the majority of our imports from Canada and Mexico are compliant with the provisions of the USMCA. Our first quarter results reflect our best estimate of the impacts of the tariffs enacted as of March 31, 2025, and certain potential mitigations.

On April 2, 2025, the United States announced broad reciprocal tariffs on imports from all countries, comprising a 10% baseline tariff and higher country-specific tariffs. Other countries, including China, announced retaliatory actions or plans for retaliatory actions. On April 9, 2025, the United States implemented a 90-day pause on the country-specific reciprocal tariffs for all countries except China,

leaving the 10% baseline tariff in place. These tariffs and any retaliatory actions from other countries could have a material impact on our financial position, results of operations and/or cash flows. In April 2025, certain customers in China informed us that they will not accept deliveries. We continually monitor the global trade environment for new and/or changing tariffs, retaliatory actions, trade agreements, export restrictions, sanctions or other restrictions that may impact the Company or our supply chain or customers, and work to mitigate impacts to our business.

The current state of U.S.-China relations remains an ongoing watch item. China is a significant market for commercial aircraft and we have long-standing relationships with our Chinese customers. Overall, the U.S.-China trade relationship is challenged due to tariffs and other economic and national security concerns.

We seek to comply with all U.S. and other government import requirements, export control restrictions and sanctions. We continue to monitor and evaluate additional sanctions and trade restrictions that may be imposed by the U.S. Government or other governments, as well as any responses that could affect our supply chain, business partners or customers, for any additional impacts to our business.

Supply Chain We and our suppliers are experiencing inflationary pressures, as well as supply chain disruptions as a result of global supply chain constraints and labor instability. Our supply chain is also being impacted by the tariffs discussed above. Certain of our suppliers are also experiencing financial difficulties. We continue to monitor the health and stability of the supply chain. These factors have reduced overall productivity and adversely impacted our financial position, results of operations and cash flows. During 2024, we recorded a reach-forward loss of \$1,770 million on the T-7A Red Hawk program that was primarily driven by projected increases in supplier cost estimates. In addition, we recorded losses on the KC-46A Tanker and Commercial Crew programs during 2024 that were partially attributable to higher supplier costs.

Segment Results of Operations and Financial Condition

Commercial Airplanes

Results of Operations

<i>(Dollars in millions)</i>	Three months ended March 31	
	2025	2024
Revenues	\$8,147	\$4,653
Loss from operations	(\$537)	(\$1,143)
Operating margins	(6.6)%	(24.6)%

Revenues

BCA revenues increased by \$3,494 million for the three months ended March 31, 2025, compared with the same period in 2024 primarily due to higher deliveries and the absence of 737-9 customer considerations.

Commercial airplane deliveries, including intercompany deliveries, were as follows:

	737	*	767	*	777	787	Total
Deliveries during the first three months of 2025	105	(1)	5	(3)	7	13	130
Deliveries during the first three months of 2024	67	(1)	3	(2)		13	83
Cumulative deliveries as of 3/31/2025	8,898		1,326		1,748	1,174	
Cumulative deliveries as of 12/31/2024	8,793		1,321		1,741	1,161	

* Intercompany deliveries identified by parentheses.

Loss From Operations

BCA loss from operations was \$537 million for the three months ended March 31, 2025, compared with \$1,143 million in the same period in 2024 reflecting higher deliveries, the absence of 737-9 customer considerations and lower period expenses.

Backlog

Our total backlog represents the estimated transaction prices on unsatisfied and partially satisfied performance obligations to our customers where we believe it is probable that we will collect the consideration due and where no contingencies remain before we and the customer are required to perform. Backlog does not include prospective orders where customer-controlled contingencies remain, such as the customer receiving approval from its board of directors, shareholders or government or completing financing arrangements. All such contingencies must be satisfied or have expired prior to recording a new firm order even if satisfying such conditions is highly probable. Backlog excludes options and customer financing orders as well as orders where customers have the unilateral right to terminate. A number of our customers may have contractual remedies, including rights to reject individual airplane deliveries if the actual delivery date is significantly later than the contractual delivery date. We address customer claims and requests for other contractual relief as they arise. The value of orders in backlog is adjusted as changes to price and schedule are agreed to with customers and is reported in accordance with the requirements of Accounting Standards Codification (ASC) 606.

BCA total backlog increased from \$435,175 million as of December 31, 2024, to \$460,447 million at March 31, 2025, reflecting new orders in excess of deliveries and a decrease in the value of existing orders that, in our assessment, do not meet the accounting requirements of ASC 606 for inclusion in backlog and cancellations. Aircraft order cancellations during the three months ended March 31, 2025, totaled \$2,312 million and primarily relate to 737 aircraft. Net ASC 606 adjustments during the three

months ended March 31, 2025, totaled \$6,017 million and primarily relate to 777X aircraft. ASC 606 adjustments include consideration of aircraft orders where a customer-controlled contingency may exist, as well as an assessment of whether the customer is committed to perform, impacts of geopolitical events or related sanctions, or whether it is probable that the customer will pay the full amount of consideration when it is due. We may experience reductions to backlog and/or significant order cancellations due to various factors including delivery delays, production disruptions and delays to entry into service of the 777X, 737-7 and/or 737-10.

Accounting Quantity

The following table provides details of the accounting quantities and firm orders by program. Cumulative firm orders represent the cumulative number of commercial jet aircraft deliveries plus undelivered firm orders. Firm orders include certain military derivative aircraft that are not included in program accounting quantities. All revenues and costs associated with military derivative aircraft production are reported in the BDS segment.

	Program					
As of 3/31/2025	737	767	777	777X	787	†
Program accounting quantities	11,600	1,263	1,825	500	1,800	
Undelivered units under firm orders	4,277 *	104	72	428	767	(8)
Cumulative firm orders	13,175	1,430	1,820	428	1,941	
As of 12/31/2024	737	767	777	777X	787	†
Program accounting quantities	11,600	1,263	1,822	500	1,800	
Undelivered units under firm orders	4,303 *	109	68	358	719	(8)
Cumulative firm orders	13,096	1,430	1,809	358	1,880	

† Customer financing aircraft orders are identified in parentheses.

* Approximate undelivered orders by minor model for March 31, 2025 and December 31, 2024: 737-7 (7%), 737-8 (63%), 737-9 (5%) and 737-10 (25%).

Program Highlights

737 Program In January 2024, a 737-9 flight made an emergency landing after a mid-exit door plug detached in flight. As a result of the accident, the FAA investigated the 737 quality control system, including Spirit AeroSystems Holdings, Inc. (Spirit), and increased its oversight of Boeing's production and quality and safety management systems. The FAA also communicated it will not approve production rate increases beyond 38 per month or additional production lines until Boeing has complied with required quality and safety standards. In 2024, we submitted a comprehensive safety and quality plan to the FAA to address the issues identified in connection with the FAA's investigation. We also took additional actions to improve safety and quality, which include investing in workforce training, simplifying plans and processes, eliminating defects, and enhancing our safety and quality culture. In 2025, we are continuing to implement these improvements and align our production plans consistent with the comprehensive safety and quality plan.

We are gradually increasing to a production rate of 38 per month aligned with our safety and quality plan. As of March 31, 2025, we had approximately 35 737-8 aircraft in inventory that were produced prior to 2023, including approximately 25 aircraft for customers in China. We are scheduled to deliver these aircraft in 2025. It is currently unclear how the trade tensions between the U.S. and China will impact deliveries to China.

We are continuing to work through the certification process of the 737-7 and 737-10 models, which have been delayed, while we work through the engineering solution for the engine anti-ice system. As of March 31, 2025, we had approximately 35 737-7 and 737-10 aircraft in inventory. We are following the lead of the FAA as we work through the certification process and the ultimate timing will be determined by the regulators.

If we are unable to deliver aircraft and/or increase future production rates, or certify the 737-7 and 737-10 models consistent with our assumptions, our financial position, results of operations and cash flows will be adversely affected.

See further discussion of the 737 MAX in Note 6 and Note 10 to our Condensed Consolidated Financial Statements.

767 Program The 767 assembly line includes the commercial program and a derivative to support the KC-46A Tanker program. We are currently targeting a production rate of approximately 3 aircraft per month. We expect to complete production of the 767 commercial program by 2027. This program has break-even gross margins.

See further discussion of the KC-46A Tanker program in Note 10 to our Condensed Consolidated Financial Statements.

777 and 777X Programs The accounting quantity for the 777 program extends through year-end 2027. We increased the accounting quantity by 3 units during the three months ended March 31, 2025, because we now expect to produce an additional 3 units in that timeframe. We are currently targeting a combined production rate of 4 per month for the 777/777X programs.

In July 2024, we obtained approval from the FAA to begin the first phase of FAA certification flight testing. The first phase of flight testing was paused starting in August and resumed in January. We obtained approval from the FAA to begin the next phase of certification flight testing, and we began these activities in March 2025.

We continue to anticipate first delivery of the 777-9 to occur in 2026 and the 777-8 Freighter to occur in 2028. First delivery of the 777-8 passenger aircraft is not expected to occur before 2030. We are following the lead of the FAA as we work through the certification process and the ultimate timing will be determined by the regulators.

The 777X program had break-even gross margins at March 31, 2025. The level of profitability on the 777X program will be subject to several factors. These factors include aircraft certification requirements and timing, change incorporation on completed aircraft, production disruption due to labor instability and supply chain disruption, customer considerations, delivery timing and negotiations, further production rate adjustments for the 777X or other commercial aircraft programs, and any change in the accounting quantity. One or more of these factors could result in reach-forward losses in future periods.

787 Program We are currently at a production rate of approximately 5 aircraft per month. We are continuing to monitor supply chain health and factory performance as we work to increase production rates. As of March 31, 2025, we had approximately 20 aircraft in inventory, including 4 aircraft for customers in China, that were produced prior to 2023 and required rework. In February 2025, we completed the rework of the last aircraft and expect to deliver the majority of these aircraft in 2025. It is currently unclear how trade tensions between the U.S. and China will impact deliveries to China.

Additional Considerations

On June 30, 2024, we entered into an agreement to acquire Spirit. See Note 2 to our Condensed Consolidated Financial Statements.

Defense, Space & Security

Overview

The Full-Year Continuing Appropriations and Extensions Act, 2025, enacted on March 15, 2025, provided FY25 appropriations for government departments and agencies, including \$856 billion for the U.S. Department of Defense (U.S. DoD) and \$25 billion for the National Aeronautics and Space Administration (NASA). This bill has been deemed to be a full-year appropriations bill in respect to satisfying the requirements of the Fiscal Responsibility Act, avoiding a sequester of defense and non-defense spending in FY25.

There is ongoing uncertainty with respect to program-level spending for the U.S. DoD, NASA and other government agencies for FY25 and beyond. Future budget cuts or investment priority changes, including changes associated with the authorizations and appropriations process, could result in reductions, cancellations and/or delays of existing contracts or programs. Any of these impacts could have a material effect on our results of operations, financing position, and/or cash flows.

The non-U.S. market continues to be driven by complex and evolving security challenges and the need to modernize aging equipment and inventories. BDS expects that it will continue to have a wide range of opportunities across Asia, Europe and the Middle East given the diverse regional threats. At March 31, 2025, 29% of BDS backlog was attributable to non-U.S. customers.

Results of Operations

(Dollars in millions)

	Three months ended March 31	
	2025	2024
Revenues	\$6,298	\$6,950
Earnings from operations	\$155	\$151
Operating margins	2.5 %	2.2 %

Since our operating cycle is long-term and involves many different types of development and production contracts with varying delivery and milestone schedules, the operating results of a particular period may not be indicative of future operating results. In addition, depending on the customer and their funding sources, our orders might be structured as annual follow-on contracts, or as one large multi-year order or long-term award. As a result, period-to-period comparisons of backlog are not necessarily indicative of future workloads. The following discussions of comparative results among periods should be viewed in this context.

Deliveries of new-build production units, including remanufactures and modifications, were as follows:

	Three months ended March 31	
	2025	2024
F/A-18 Models	5	1
F-15 Models	1	1
CH-47 Chinook (New)	1	1
CH-47 Chinook (Renewed)	2	1
AH-64 Apache (New)	4	
AH-64 Apache (Remanufactured)	11	6
MH-139 Grey Wolf	1	
P-8 Models	1	1
KC-46 Tanker		3
Total	26	14

Revenues

BDS revenues for the three months ended March 31, 2025, decreased by \$652 million compared with the same period in 2024. The decrease is primarily due to lower volume on P-8, KC-46 Tanker, ground-based missile defense, proprietary, and E-7 programs, as well as the absence of a favorable MQ-25 contract modification that was awarded during the first quarter of 2024. The decrease in revenue was partially offset by \$70 million lower net unfavorable cumulative catch-up adjustments compared to the prior year comparable period.

Earnings From Operations

BDS earnings from operations for the three months ended March 31, 2025, was \$155 million, compared with \$151 million in the same period in 2024. The increase in earnings is primarily due to lower net unfavorable cumulative catch-up adjustments of \$213 million compared to the comparable period in the prior year. The lower net unfavorable cumulative catch-up adjustments were largely offset by lower earnings from equity method investments and lower volume and mix on P-8, F-15, E-7, and ground-based missile defense programs. During the three months ended March 31, 2025, losses incurred on the five major fixed-price development programs totaled \$0 million compared to \$222 million in the same period in 2024.

See further discussion of fixed-price contracts in Note 10 to our Condensed Consolidated Financial Statements.

BDS earnings from operations includes our share of earnings from equity method investments of \$6 million for the three months ended March 31, 2025, compared with \$75 million for the three months ended March 31, 2024.

Backlog

BDS backlog of \$61,567 million at March 31, 2025 compared with \$64,023 million as of December 31, 2024, reflects revenue recognized on contracts awarded in prior periods and the timing of awards. In March 2025, the U.S. Air Force announced that Boeing has been awarded a contract to design, build and deliver the F-47, its next-generation fighter aircraft. This order is not included in backlog at March 31, 2025, pending completion of the source selection and evaluation review process.

Additional Considerations

Our BDS business includes a variety of development programs which have complex design and technical challenges. Some of these programs have cost-type contracting arrangements. In these cases, the associated financial risks are primarily reduced award or incentive fees, lower profit rates or program cancellation if cost, schedule or technical performance issues arise. Examples of these programs include Ground-based Midcourse Defense, Proprietary and Space Launch System programs.

Some of our development programs are contracted on a fixed-price basis. Examples of significant fixed-price development programs include Commercial Crew, KC-46A Tanker, MQ-25, T-7A Red Hawk, VC-25B, and commercial and military satellites. A number of our ongoing fixed-price development programs have reach-forward losses. New programs could also have risk for reach-forward loss upon contract award and during the period of contract performance. Many development programs have highly complex designs. As technical or quality issues arise during development, we may experience schedule delays and cost impacts, which could increase our estimated cost to perform the work or reduce our estimated price, either of which could result in a material charge or otherwise adversely affect our financial condition. These programs are ongoing, and while we believe the cost and fee estimates incorporated in the financial statements are appropriate, the technical complexity of these programs creates financial risk as additional completion costs may become necessary or scheduled delivery dates could be extended, which could trigger termination provisions or other financially significant exposure. Risk remains that we may be required to record additional reach-forward losses in future periods.

Global Services

Results of Operations

(Dollars in millions)

	Three months ended March 31	
	2025	2024
Revenues	\$5,063	\$5,045
Earnings from operations	\$943	\$916
Operating margins	18.6 %	18.2 %

Revenues

BGS revenues for the three months ended March 31, 2025 increased by \$18 million compared with the same period in 2024, primarily due to higher government services revenue, partially offset by lower commercial services revenue. The net unfavorable impact of cumulative contract catch-up adjustments for the three months ended March 31, 2025 was \$8 million lower than the prior year comparable period.

Earnings From Operations

BGS earnings from operations for the three months ended March 31, 2025 increased by \$27 million compared with the same period in 2024, primarily due to higher government services revenue. The net unfavorable impact of cumulative contract catch-up adjustments for the three months ended March 31, 2025 was \$2 million lower than the prior year comparable period.

Backlog

BGS total backlog increased from \$21,403 million at December 31, 2024 to \$22,036 million at March 31, 2025, primarily due to the timing of awards, partially offset by revenue recognized on contracts awarded in prior years.

Liquidity and Capital Resources

Cash Flow Summary

(Dollars in millions)

	Three months ended March 31	
	2025	2024
Net loss	(\$31)	(\$355)
Non-cash items	1,128	1,198
Changes in assets and liabilities	(2,713)	(4,205)
Net cash used by operating activities	(1,616)	(3,362)
Net cash (used)/provided by investing activities	(1,717)	2,074
Net cash used by financing activities	(338)	(4,462)
Effect of exchange rate changes on cash and cash equivalents	12	(28)
Net decrease in cash & cash equivalents, including restricted	(3,659)	(5,778)
Cash & cash equivalents, including restricted, at beginning of year	13,822	12,713
Cash & cash equivalents, including restricted, at end of period	\$10,163	\$6,935

Operating Activities Net cash used by operating activities was \$1.6 billion during the three months ended March 31, 2025, compared with \$3.4 billion during the same period in 2024. The \$1.8 billion decrease in net cash used by operating activities was primarily driven by higher commercial airplane deliveries, lower customer considerations and working capital improvements.

Changes in assets and liabilities during the three months ended March 31, 2025, improved by \$1.5 billion compared with the same period in 2024, primarily driven by favorable changes in Inventories (\$2.3 billion), Unbilled receivables (\$0.7 billion) and Accrued liabilities (\$0.3 billion), partially offset by changes in Advances and progress billings (\$1.9 billion). The change in Inventories was primarily driven by higher deliveries on our commercial airplane programs during the three months ended March 31, 2025 as compared to the same period in 2024. The change in Unbilled receivables during the three months ended March 31, 2025 was primarily driven by a decrease in revenue recognized in excess of billings at BDS compared to the same period in 2024. Changes in Accrued liabilities during the three months ended March 31, 2025 was \$0.4 billion compared to \$0.7 billion during the same period in 2024. Concessions paid to 737 MAX customers totaled \$38 million and \$553 million for the three months ended March 31, 2025 and 2024. Changes in Advances and progress billings during three months ended March 31, 2025 was \$0.8 billion compared to \$2.7 billion during the same period in 2024 primarily driven by increased commercial airplane deliveries and lower advances on commercial airplane orders.

Payables to suppliers who elected to participate in supply chain financing programs decreased by \$0.6 billion and \$0.4 billion during the three months ended March 31, 2025 and 2024. Supply chain financing is not material to our overall liquidity.

Investing Activities Net cash used by investing activities during the three months ended March 31, 2025, was \$1.7 billion, compared with net cash provided by investing activities of \$2.1 billion during the same period in 2024. The increase in cash used was primarily due to net contributions to investments of \$1.0 billion in 2025 compared with net proceeds from investments of \$2.7 billion in 2024. During the three months ended March 31, 2025 and 2024, capital expenditures were \$0.7 billion and \$0.6 billion. We continue to expect capital expenditures in 2025 to be higher than in 2024.

Financing Activities Net cash used by financing activities was \$0.3 billion during the three months ended March 31, 2025, compared with \$4.5 billion during the same period in 2024. During the three months ended March 31, 2025, net repayments were \$0.3 billion compared with \$4.4 billion during the same period in 2024.

As of March 31, 2025, the total debt balance was \$53.6 billion, down from \$53.9 billion at December 31, 2024. At March 31, 2025, \$7.9 billion of debt was classified as short-term.

Capital Resources

On June 30, 2024, we entered into an agreement to acquire Spirit in an all-stock transaction at an equity value of approximately \$4.7 billion, or \$37.25 per share of Spirit Class A Common Stock. The transaction will include the assumption of Spirit's net debt at closing. See Note 2 to our Condensed Consolidated Financial Statements.

At March 31, 2025, we had \$10.1 billion of cash, \$13.5 billion of short-term investments, and \$10.0 billion of unused borrowing capacity on revolving credit line agreements. Our \$3.0 billion three-year revolving credit agreement expiring in August 2025, \$3.0 billion five-year revolving credit agreement expiring in August 2028, and \$4.0 billion five-year revolving credit agreement expiring in May 2029 remain in effect. We anticipate that these credit lines will primarily serve as back-up liquidity to support our general corporate borrowing needs. At March 31, 2025 we were in full compliance with all covenants contained in our debt and credit facility agreements.

We currently maintain investment grade credit ratings across all three credit rating agencies. At Moody's we are rated Baa3 with a negative outlook. At Fitch, we are rated BBB- with a negative outlook. At S&P, we are rated BBB- with a credit watch negative.

We expect to be able to access capital markets when we require additional funding to support our operations, pay off existing debt, address impacts to our business related to market developments, fund outstanding financing commitments or meet other business requirements; however, a number of factors could increase the cost of borrowing, jeopardize our ability to incur debt on terms acceptable to us, and negatively impact our access to the capital and financial markets and our ability to fund our operations

and commitments. These factors include further downgrades in our credit ratings, disruptions or declines in the global capital markets, a decline in our financial performance or outlook, a delay in our ability to ramp up production and deliveries, and changes in demand for our products and services. The occurrence of any or all of these events may adversely affect our ability to fund our operations and financing or contractual commitments. See “Risks Related to Financing and Liquidity” under “Item 1A. Risk Factors” of our 2024 Annual Report on Form 10-K.

Any future borrowings may affect our credit ratings and are subject to various debt covenants. The most restrictive covenants include a limitation on mortgage debt and sale and leaseback transactions as a percentage of consolidated net tangible assets (as defined in the credit agreements), and a limitation on consolidated debt as a percentage of total capital (as defined in the credit agreements). When considering debt covenants, we continue to have substantial borrowing capacity.

Off-Balance Sheet Arrangements

We are a party to certain off-balance sheet arrangements including certain guarantees. For discussion of these arrangements, see Note 11 to our Condensed Consolidated Financial Statements.

Contingent Obligations

We have significant contingent obligations that arise in the ordinary course of business, which include the following:

Legal Various legal proceedings, claims and investigations are pending against us. Legal contingencies are discussed in Note 17 to our Condensed Consolidated Financial Statements.

Environmental Remediation We are involved with various environmental remediation activities and have recorded a liability of \$855 million at March 31, 2025. For additional information, see Note 10 to our Condensed Consolidated Financial Statements.

Non-GAAP Measures

Core Operating Earnings/(Loss), Core Operating Margins and Core Earnings/(Loss) Per Share

Our unaudited condensed consolidated interim financial statements are prepared in accordance with generally accepted accounting principles in the United States of America (GAAP) which we supplement with certain non-GAAP financial information. These non-GAAP measures should not be considered in isolation or as a substitute for the related GAAP measures, and other companies may define such measures differently. We encourage investors to review our financial statements and publicly-filed reports in their entirety and not to rely on any single financial measure. Core operating earnings/(loss), Core operating margins and Core earnings/(loss) per share exclude the FAS/CAS service cost adjustment. The FAS/CAS service cost adjustment represents the difference between the Financial Accounting Standards (FAS) pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. Core earnings/(loss) per share excludes both the FAS/CAS service cost adjustment and non-operating pension and postretirement income. Non-operating pension and postretirement income represents the components of net periodic benefit costs other than service cost. Pension costs, comprising service and prior service costs computed in accordance with GAAP are allocated to BCA and certain BGS businesses supporting commercial customers. Pension costs allocated to BDS and BGS businesses supporting government customers are computed in accordance with U.S. Government Cost Accounting Standards (CAS), which employ different actuarial assumptions and accounting conventions than GAAP. CAS costs are allocable to government contracts. Other postretirement benefit costs are allocated to all business segments based on CAS, which is generally based on benefits paid.

The Pension FAS/CAS service cost adjustments recognized in Earnings/(loss) from operations were benefits of \$193 million and \$230 million for the three months ended March 31, 2025 and 2024. The lower benefits in 2025 were primarily due to reductions in allocated pension cost year over year. The non-operating pension income included in Other income, net was \$43 million and \$123 million for the three

months ended March 31, 2025 and 2024. The lower benefits in 2025 were primarily due to lower expected return on plan assets. For further discussion of pension and other postretirement costs see "Management's Discussion and Analysis of Financial Condition and Results of Operations" on page 28 of our 2024 Annual Report on Form 10-K.

Management uses Core operating earnings/(loss), Core operating margins and Core earnings/(loss) per share for purposes of evaluating and forecasting underlying business performance. Management believes these core earnings measures provide investors additional insights into operational performance as unallocated pension and other postretirement benefit costs primarily represent costs driven by market factors and costs not allocable to U.S. government contracts.

Reconciliation of Non-GAAP Measures to GAAP Measures

The table below reconciles the non-GAAP financial measures of Core operating earnings/(loss), Core operating margins and Core loss per share with the most directly comparable GAAP financial measures of Earnings/(loss) from operations, Operating margins and Diluted loss per share.

<i>Dollars in millions, except per share data</i>	Three months ended March 31	
	2025	2024
Revenues	\$19,496	\$16,569
Earnings/(loss) from operations, as reported	\$461	(\$86)
Operating margins	2.4 %	(0.5)%
Pension FAS/CAS service cost adjustment ⁽¹⁾	(\$193)	(\$230)
Postretirement FAS/CAS service cost adjustment ⁽¹⁾	(69)	(72)
FAS/CAS service cost adjustment ⁽¹⁾	(\$262)	(\$302)
Core operating earnings/(loss) (non-GAAP)	\$199	(\$388)
Core operating margins (non-GAAP)	1.0 %	(2.3)%
Diluted loss per share, as reported	(\$0.16)	(\$0.56)
Pension FAS/CAS service cost adjustment ⁽¹⁾	(0.26)	(0.37)
Postretirement FAS/CAS service cost adjustment ⁽¹⁾	(0.09)	(0.12)
Non-operating pension income ⁽²⁾	(0.06)	(0.20)
Non-operating postretirement income ⁽²⁾	(0.01)	(0.03)
Provision for deferred income taxes on adjustments ⁽³⁾	0.09	0.15
Core loss per share (non-GAAP)	(\$0.49)	(\$1.13)
Diluted weighted average common shares outstanding (in millions)	753.4	612.9

(1) FAS/CAS service cost adjustment represents the difference between the FAS pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. This adjustment is excluded from Core operating earnings/(loss) (non-GAAP).

(2) Non-operating pension and postretirement income represents the components of net periodic benefit costs/(income) other than service cost/(income). This income is included in Other income, net and is excluded from Core operating earnings/(loss) (non-GAAP).

(3) The income tax impact is calculated using the U.S. corporate statutory tax rate.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no significant changes to our market risk since December 31, 2024.

Item 4. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures.

Our Chief Executive Officer and Chief Financial Officer have evaluated our disclosure controls and procedures as of March 31, 2025 and have concluded that these disclosure controls and procedures are effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

(b) Changes in Internal Control Over Financial Reporting.

There were no changes in our internal control over financial reporting that occurred during the first quarter of 2025 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Part II. Other Information

Item 1. Legal Proceedings

Currently, we are involved in a number of legal proceedings. For a discussion of contingencies related to legal proceedings, see Note 17 to our Condensed Consolidated Financial Statements, which is hereby incorporated by reference.

Item 1A. Risk Factors

The following risks update the risk factors set forth in Part I, Item 1A. Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2024. Please refer to Part I, Item 1A. Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2024, for other risks related to our business.

We derive a significant portion of our revenues from non-U.S. sales and are subject to risks of doing business in other countries, including those related to tariffs, trade restrictions and government actions.

In 2024, non-U.S. customers, which include foreign military sales, accounted for approximately 46% of our total revenues and approximately 70% of Commercial Airplanes revenue from customer contracts. We expect non-U.S. sales will continue to account for a significant portion of our revenues for the foreseeable future. We are subject to risks of doing business internationally, including:

- changes in regulatory requirements or other executive branch actions, such as Executive Orders;
- changes in the global trade environment, including potential deterioration in geopolitical or trade relations between countries;
- disputes with authorities in non-U.S. jurisdictions, including international trade authorities;
- imposition of domestic and international taxes, export controls, tariffs, duties, embargoes, sanctions and other trade restrictions;
- tariffs, duties or other costs attributable to the importation of raw materials, parts, products and services, which could impact sales and/or delivery of products and services outside the U.S. and/or impose increased costs on us, our supply chain or our customers;
- changes to U.S. and non-U.S. government policies, including sourcing restrictions, requirements to expend a portion of program funds locally and governmental industrial cooperation or participation requirements;
- fluctuations in international currency exchange rates;
- volatility in international political and economic environments and changes in non-U.S. national priorities and budgets, which can lead to delays or fluctuations in orders;
- the complexity and necessity of using non-U.S. representatives and consultants;
- the uncertainty of the ability of non-U.S. customers to finance purchases, including the availability of financing from the Export-Import Bank of the United States;
- uncertainties and restrictions concerning the availability of funding credit or guarantees;
- the difficulty of management and operation of an enterprise spread over many countries;
- compliance with a variety of non-U.S. laws, as well as U.S. laws affecting the activities of U.S. companies abroad; and unforeseen developments and conditions, including terrorism, war, epidemics and international tensions and conflicts.

While the impact of these factors is difficult to predict, any one or more of these factors could adversely affect our operations.

The United States recently announced changes to U.S. trade policy, including adding new or modifying existing tariffs on imports, in some cases significantly. For example, on April 2, 2025, the United States announced a 10% baseline reciprocal tariff on imports from all countries, plus an additional country-specific tariff on imports from select trading partners. Other countries have announced retaliatory actions or plans for retaliatory actions. On April 9, 2025, the United States implemented a 90-day pause on the country-specific tariffs for all countries except China, while maintaining the 10% baseline tariff. Tariffs and any retaliatory actions could significantly increase the cost of our products and, particularly with respect to our commercial aircraft, result in lower demand for our products, delivery delays, and terminations of orders by customers.

China is a significant market for commercial aircraft and we have long-standing relationships with our Chinese customers. Overall, the U.S.-China trade relationship is challenged due to tariffs and other economic and national security concerns. In April 2025, certain customers in China informed us that they will not accept deliveries. If we are unable to deliver aircraft to customers in China consistent with our assumptions and/or obtain additional orders from China in the future, we may experience reduced deliveries and/or lower market share.

Impacts from potential deterioration in geopolitical or trade relationships between the U.S. and other countries, particularly China and European Union members states, including as a result of the risks described above, could have a material adverse impact on our financial position, results of operations and/or cash flows.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities

Issuer Purchases of Equity Securities

The following table provides information about purchases we made during the quarter ended March 31, 2025, of equity securities that are registered by us pursuant to Section 12 of the Exchange Act:

(Dollars in millions, except per share data)

	(a)	(b)	(c)	(d)
	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet be Purchased Under the Plans or Programs
1/1/2025 thru 1/31/2025	33,204	\$171.87		
2/1/2025 thru 2/28/2025	46,784	183.15		
3/1/2025 thru 3/31/2025	842	158.96		
Total	80,830	\$178.26		

⁽¹⁾ A total of 80,830 shares were transferred to us from employees in satisfaction of minimum tax withholding obligations associated with the vesting of restricted stock units during the period. We did not purchase any shares of our common stock in the open market pursuant to a repurchase program.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

During the three months ended March 31, 2025, none of our directors or officers adopted, modified or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” as such terms are defined under Item 408 of Regulation S-K.

Item 6. Exhibits

10.1	Form of U.S. Notice of Terms of Long-Term Incentive Non-Qualified Premium-Priced Stock Option*
10.2	Form of Non-U.S. Notice of Terms of Long-Term Incentive Non-Qualified Premium-Priced Stock Option*
10.3	Form of U.S. Notice of Terms of Long-Term Incentive Restricted Stock Units*
10.4	Form of Non-U.S. Notice of Terms of Long-Term Incentive Restricted Stock Units*
10.5	Form of U.S. Notice of Terms of Supplemental Restricted Stock Units*
15	Letter from Independent Registered Public Accounting Firm regarding unaudited interim financial information
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Management contract or compensatory plan

Signature

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

THE BOEING COMPANY

(Registrant)

April 23, 2025
(Date)

/s/ Michael J. Cleary
Michael J. Cleary
Senior Vice President and Controller

The Boeing Company 2023 Incentive Stock Plan
U.S. Notice of Terms
Long-Term Incentive Non-Qualified Premium-Priced Stock Option

Key Terms

The Boeing Company (the “Company”) has awarded you an option to purchase Shares (the “Option”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Option is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Option, through the mechanism and procedures determined by the Company, as a condition to receiving the Option.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of Shares Subject to Option</u>	«Option #»
<u>Exercise Price</u>	«\$ Exercise Price» (120% of the “Fair Market Value” of a Share on the Grant Date, meaning the average of the high and the low per Share trading prices as reported by The Wall Street Journal on the relevant date, or by such other source as the Company deems reliable)
<u>Vesting Schedule</u>	100% on the third anniversary of the Grant Date (the “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through the Vesting Date, except as otherwise provided below.
<u>Vesting Period</u>	Period between the Grant Date and the Vesting Date
<u>Impact of Terminations</u>	<p>Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: You will remain eligible to vest in a portion of your Option on the Vesting Date, calculated by multiplying the total number of Shares subject to the Option by a fraction, equal to the number of days you were employed since the Grant Date divided by the total number of days in the Vesting Period. Any unvested portion of your Option will be forfeited.</p> <p>Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will remain eligible to vest in your Option on the Vesting Date.</p> <p>Layoff: Contingent upon your execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, you will remain eligible to vest in a portion of your Option on the Vesting Date, calculated by multiplying the total number of Shares subject to the Option by a fraction, equal to the number of days you were employed since the Grant Date divided by the total number of days in the Vesting Period. Any unvested portion of your Option will be forfeited. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting of your Option will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.</p> <p>Death/long-term disability termination: Your Option will immediately vest.</p> <p>All other terminations: Any unvested Option will be forfeited.</p>

Impact of Leaves

Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to the Vesting Date), your unvested Option will be reduced by the product of (1) the original number of Shares subject to the Option, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by the total number of days in the Vesting Period. This provision shall not apply in the event your employment is terminated prior to the Vesting Date due to death or long-term disability termination as described above.

Definitions

“Age 55/10 retirement” means retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate.

“Age 62/1 retirement” means retirement on or after attaining age 62 with at least one year of service.

“Mandatory retirement” means permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age.

“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, and (as applicable) the *State-Specific Terms* section) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»
Signature: *Signed Electronically*
Date: «Acceptance Date»

General Terms

1. **Type of Option.** The Option gives you the right to purchase a specified number of Shares at the Exercise Price and on the terms set forth in this Notice. The Option is granted as a non-qualified stock option. Non-qualified stock options are considered ordinary income when exercised and are taxed accordingly. The amount of ordinary income is the difference between the exercise price and the price on the date the Option or a portion of it is exercised.
2. **Vesting and Exercisability of Option.** The Option will vest and become exercisable in accordance with the Vesting Schedule.
3. **Adjustment in Number of Shares Subject to Option.** The number of Shares subject to the Option will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Expiration of Vested Option.** As long as you remain employed by the Company or a Related Company, your vested Option will expire after the tenth anniversary of the Grant Date. Otherwise:
 - (a) If your employment terminates due to death, long-term disability, or layoff, your vested Option will expire at the earlier of five years from your termination date or ten years from the Grant Date; provided, however, that if you qualify for age 55/10 retirement or age 62/1 retirement at the time of your termination due to death, long-term disability, or layoff, Section 4(b) shall govern.
 - (b) If your employment terminates due to age 55/10 retirement, age 62/1 retirement, or mandatory retirement, your vested Option will expire on the tenth anniversary of the Grant Date.
 - (c) If your employment is involuntarily terminated for cause, your vested Option will expire immediately upon your termination.
 - (d) If your employment terminates for any reason other than those reasons described above, your vested Option will expire at the earlier of 90 days from your termination date or the tenth anniversary of the Grant Date.
5. **Method of Exercise.** You may exercise the Option by giving written notice to the Company, in form and substance satisfactory to the Company, which will state your election to exercise the Option and the number of whole Shares for which you are exercising the Option, and by completing such other documents and procedures as may be required by the Company for exercise of the Option. The notice must be accompanied by full payment of the exercise price for the number of Shares you are purchasing. Except as may be prohibited by applicable law, you may make this payment in any one or combination of the following:
 - (a) check acceptable to the Company;
 - (b) wire transfer;
 - (c) tendering by attestation Shares you already own that on the day prior to the exercise date have a Fair Market Value equal to the aggregate exercise price of the Shares being purchased under the Option;
 - (d) delivery of a properly executed exercise notice, together with irrevocable instructions to a brokerage firm designated or approved by the Company to deliver promptly to the Company the aggregate amount of sale proceeds to pay the Option exercise price and any Tax Withholding Obligations that may arise in connection with the exercise, all in accordance with the regulations of the Federal Reserve Board; or
 - (e) any other method as the Committee may permit in its sole discretion.

It is your responsibility to be aware of your Option's expiration date so that you may consider whether or not to exercise the Option before it expires. Notwithstanding the foregoing, if on the Option's expiration date the closing price of one Share exceeds the per Share Exercise Price, you have not exercised the Option and the Option has not expired, you will be deemed to have exercised the Option on such day with payment made by withholding the Shares otherwise issuable in connection with the exercise of the Option. In such event, the Company shall deliver to you the number of Shares for which the Option was deemed exercised, less the number of Shares required to be withheld for the payment of the total purchase price and required withholding taxes. For the avoidance of doubt, this provision shall not apply to any Option that expires and immediately becomes unexercisable pursuant to Section 4(c).

6. Responsibility for Tax Withholding Obligations and Other Obligations. You acknowledge that, regardless of any action the Company or, if different, the Related Company that employs you (the "Employer") takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Option, including the grant of the Option, the vesting or exercise of the Option, the delivery of Shares, the subsequent sale of any Shares acquired upon exercise, and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the Option or any aspect of the Option to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:

- (a) pay cash to the Company or your Employer,
- (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,
- (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,
- (d) tender by attestation Shares you already own that on the day prior to the exercise date have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon exercise of the Option having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding or payment method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Option as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

7. Transferability. The Option is not transferable except by will or by laws of descent and distribution and during your lifetime the Option may be exercised only by you, your guardian or your legal representative. The Plan permits exercise of the Option by the personal representative of your estate or the beneficiary thereof following your death. The Option may not be exercised for less than a reasonable number of Shares at any one time, as determined by the Compensation Committee. You may designate a beneficiary who may exercise the Option after your death. To be valid, a beneficiary designation with respect to your Option must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

8. Clawback and Forfeiture Policy.

- (a) This Option and any gross proceeds resulting from the vesting or exercise of this Option are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Option may be subject to clawback and forfeiture (meaning that the Option or proceeds thereof must be promptly returned to the Company if already exercised, or that you will lose your entitlement to an Option if it has not yet been exercised) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly

failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and the Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Option, you acknowledge that you have read the Policy, available at:

https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

- (b) In addition, subject to applicable law, or except as may be otherwise provided in the *State-Specific Terms*, this Option and any gross proceeds resulting from the vesting or exercise of this Option are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the Vesting Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Option shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Option. For purposes of this Section, the Company shall include the Company and all Related Companies.
- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

9. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Option under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Option is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you

may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.

- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Option or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Option, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Option and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Option is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the Option comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.
- (h) The Option and exercise thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Option shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in the *State-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Option to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Option and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*. Any disputes regarding this Option or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*.

10. Privacy Notice. By accepting this Option, you:

- (a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Option and the Plan;
- (b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification

number, salary, nationality, job title and details of all awards or entitlement to Shares granted to you under the Plan or otherwise ("Data");

- (c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the Shares issued on vesting of the Option may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and
- (d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

State-Specific Terms

The following provisions shall modify Section 8 of the Notice for employees who reside in or are otherwise subject to the laws of California:

Clause (ii) of Section 8(b) shall not apply.

Clause (iii) of Section 8(b) shall be removed and replaced with the following: (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

Clause (iv) of Section 8(b) shall be removed and replaced with the following: (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

The following shall be appended to Section 8(b):

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of this Section shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

The following provisions shall modify Section 8 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:

Clause (ii) of Section 8(b) shall not apply.

The following provisions shall modify Section 8 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:

The following shall be appended to Section 8(b):

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

A new Section 8(e) is added as follows:

You understand that the non-competition obligations under Section 8(b)(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021 and January 2, 2027, the statutory threshold is at least \$75,000 per year).

A new Section 8(f) is added as follows:

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

A new Section 8(g) is added as follows:

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 8(b)(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

The following provisions shall modify Section 8 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:

The following shall be appended to Section 8(b):

For purposes of this Section, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

The following provisions shall modify Section 8(b) of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Option does not constitute wages for time worked.

For purposes of this Section, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

The following shall replace Section 8(b) of the Notice for employees who reside in or are otherwise subject to the laws of Washington:

In addition, this Option and any gross proceeds resulting from the vesting or exercise of this Option are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Option shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Option. For purposes of this Section, the Company shall include the Company and all Related Companies.

For purposes of this Section, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Option and ending on the second anniversary of the Vesting Date, and with respect to clause (ii) above, the period commencing on the date of the Option and ending eighteen months after the Vesting Date. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section, “engage in competition” shall mean

providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

The Boeing Company 2023 Incentive Stock Plan
Non-U.S. Notice of Terms
Long-Term Incentive Non-Qualified Premium-Priced Stock Option

Key Terms

The Boeing Company (the “Company”) has awarded you an option to purchase Shares (the “Option”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Option is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Option, through the mechanism and procedures determined by the Company, as a condition to receiving the Option.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of Shares Subject to Option</u>	«Option #»
<u>Exercise Price</u>	«\$ Exercise Price» (120% of the “Fair Market Value” of a Share on the Grant Date, meaning the average of the high and the low per Share trading prices as reported by The Wall Street Journal on the relevant date, or by such other source as the Company deems reliable)
<u>Vesting Schedule</u>	100% on the third anniversary of the Grant Date (the “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through the Vesting Date, except as otherwise provided below.
<u>Vesting Period</u>	Period between the Grant Date and the Vesting Date
<u>Impact of Terminations</u>	<p>Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: You will remain eligible to vest in a portion of your Option on the Vesting Date, calculated by multiplying the total number of Shares subject to the Option by a fraction, equal to the number of days you were employed since the Grant Date divided by the total number of days in the Vesting Period. Any unvested portion of your Option will be forfeited.</p> <p>Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will remain eligible to vest in your Option on the Vesting Date.</p> <p>Layoff: Contingent upon your execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, you will remain eligible to vest in a portion of your Option on the Vesting Date, calculated by multiplying the total number of Shares subject to the Option by a fraction, equal to the number of days you were employed since the Grant Date divided by the total number of days in the Vesting Period. Any unvested portion of your Option will be forfeited. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting of your Option will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.</p> <p>Death/long-term disability termination: Your Option will immediately vest.</p> <p>All other terminations: Any unvested Option will be forfeited.</p>

Impact of Leaves

Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to the Vesting Date), your unvested Option will be reduced by the product of (1) the original number of Shares subject to the Option, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by the total number of days in the Vesting Period. This provision shall not apply in the event your employment is terminated prior to the Vesting Date due to death or long-term disability termination as described above.

Definitions

“Age 55/10 retirement” means retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate.

“Age 62/1 retirement” means retirement on or after attaining age 62 with at least one year of service.

“Mandatory retirement” means permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age.

“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, and (as applicable) the *Country-Specific Terms* section) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»
Signature: *Signed Electronically*
Date: «Acceptance Date»

General Terms

1. **Type of Option.** The Option gives you the right to purchase a specified number of Shares at the Exercise Price and on the terms set forth in this Notice. The Option is granted as a non-qualified stock option. Non-qualified stock options are considered ordinary income when exercised and are taxed accordingly. The amount of ordinary income is the difference between the exercise price and the price on the date the Option or a portion of it is exercised.
2. **Vesting and Exercisability of Option.** The Option will vest and become exercisable in accordance with the Vesting Schedule.
3. **Adjustment in Number of Shares Subject to Option.** The number of Shares subject to the Option will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Expiration of Vested Option.** As long as you remain employed by the Company or a Related Company, your vested Option will expire after the tenth anniversary of the Grant Date. Otherwise:
 - (a) If your employment terminates due to death, long-term disability, or layoff, your vested Option will expire at the earlier of five years from your termination date or ten years from the Grant Date; provided, however, that if you qualify for age 55/10 retirement or age 62/1 retirement at the time of your termination due to death, long-term disability, or layoff, Section 4(b) shall govern.
 - (b) If your employment terminates due to age 55/10 retirement, age 62/1 retirement, or mandatory retirement, your vested Option will expire on the tenth anniversary of the Grant Date.
 - (c) If your employment is involuntarily terminated for cause, your vested Option will expire immediately upon your termination.
 - (d) If your employment terminates for any reason other than those reasons described above, your vested Option will expire at the earlier of 90 days from your termination date or the tenth anniversary of the Grant Date.
5. **Method of Exercise.** You may exercise the Option by giving written notice to the Company, in form and substance satisfactory to the Company, which will state your election to exercise the Option and the number of whole Shares for which you are exercising the Option, and by completing such other documents and procedures as may be required by the Company for exercise of the Option. The notice must be accompanied by full payment of the exercise price for the number of Shares you are purchasing. Except as may be prohibited by applicable law, you may make this payment in any one or combination of the following:
 - (a) check acceptable to the Company;
 - (b) wire transfer;
 - (c) tendering by attestation Shares you already own that on the day prior to the exercise date have a Fair Market Value equal to the aggregate exercise price of the Shares being purchased under the Option;
 - (d) delivery of a properly executed exercise notice, together with irrevocable instructions to a brokerage firm designated or approved by the Company to deliver promptly to the Company the aggregate amount of sale proceeds to pay the Option exercise price and any Tax Withholding Obligations that may arise in connection with the exercise, all in accordance with the regulations of the Federal Reserve Board; or
 - (e) any other method as the Committee may permit in its sole discretion.

It is your responsibility to be aware of your Option's expiration date so that you may consider whether or not to exercise the Option before it expires. Notwithstanding the foregoing, if on the Option's expiration date the closing price of one Share exceeds the per Share Exercise Price, you have not exercised the Option and the Option has not expired, you will be deemed to have exercised the Option on such day with payment made by withholding the Shares otherwise issuable in connection with the exercise of the Option. In such event, the Company shall deliver to you the number of Shares for which the Option was deemed exercised, less the number of Shares required to be withheld for the payment of the total purchase price and required

withholding taxes. For the avoidance of doubt, this provision shall not apply to any Option that expires and immediately becomes unexercisable pursuant to Section 4(c).

6. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or, if different, the Related Company that employs you (the “Employer”) takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Option, including the grant of the Option, the vesting or exercise of the Option, the delivery of Shares, the subsequent sale of any Shares acquired upon exercise, and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the Option or any aspect of the Option to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:

- (a) pay cash to the Company or your Employer,
- (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,
- (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,
- (d) tender by attestation Shares you already own that on the day prior to the exercise date have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon exercise of the Option having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding or payment method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Option as a liability on the Company’s consolidated balance sheet or other adverse accounting treatment).

7. **Transferability.** The Option is not transferable except by will or by laws of descent and distribution and during your lifetime the Option may be exercised only by you, your guardian or your legal representative. The Plan permits exercise of the Option by the personal representative of your estate or the beneficiary thereof following your death. The Option may not be exercised for less than a reasonable number of Shares at any one time, as determined by the Compensation Committee. You may designate a beneficiary who may exercise the Option after your death. To be valid, a beneficiary designation with respect to your Option must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator’s procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

8. **Clawback and Forfeiture Policy.**

- (a) This Option and any gross proceeds resulting from the vesting or exercise of this Option are subject to the Clawback Policy adopted by the Company’s Board of Directors, as amended from time to time (the “Policy”). The Policy provides (among other things) that an Option may be subject to clawback and forfeiture (meaning that the Option or proceeds thereof must be promptly returned to the Company if already exercised, or that you will lose your entitlement to an Option if it has not yet been exercised) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law,

or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and the Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Option, you acknowledge that you have read the Policy, available at:

https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

- (b) In addition, subject to applicable law, or except as may be otherwise provided in the *Country-Specific Terms*, this Option and any gross proceeds resulting from the vesting or exercise of this Option are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the Vesting Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Option shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Option. For purposes of this Section, the Company shall include the Company and all Related Companies.
- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

9. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Option under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion

of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

- (c) The Plan is established, operated and administered exclusively by the Company, and the Option is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Option or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Option, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Option and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Option is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the Option comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.
- (h) The Option and exercise thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Option shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in the *Country-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Option to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Option and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*. Any disputes regarding this Option or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*.
- (k) The Option is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Option is not part of normal or expected compensation for purposes of calculating any

severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.

- (l) The grant of the Option is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Option is not subject to the supervision of the local securities authorities.
- (m) If you are resident or employed outside of the United States, as a condition to the grant of the Option, you agree to repatriate all payments attributable to the Shares or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).
- (n) If you are a local national of and employed in a country that is a member of the European Union, the grant of this Option and the terms and conditions governing this Option are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
- (o) You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Option, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Option. If you have received the Notice, the Plan or any other documents related to the Option translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

10. Privacy Notice. The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants Options under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company's grant of Options under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting this Option, you expressly and explicitly consent to the Personal Data Activities as described herein.

- (a) The Company collects, processes and uses your personal data for purposes of allocating Options and implementing, administering and managing the Plan. In granting the Option under the Plan, the Company will collect, process and use your personal information.
- (b) The Company's legal basis for the collection, processing and usage of your personal data is your consent except to the extent otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
- (c) Personal information that is processed may include your Company identification number (BEMSID), name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Options or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor. Your information is used to open an account for you with the Stock Plan Administrator, to communicate with you, and for purposes of allocating Options and implementing, administering and managing the Plan.

- (d) Access to your information will be restricted to Company staff and contracted third party service providers who have a need to know the specific information to carry out their responsibilities with regard to this Option and the Plan. The Company transfers your personal data to the Stock Plan Administrator, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. The Stock Plan Administrator will open an account for you to receive and view your Option and transact in Shares that may be issued to you under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to your ability to participate in the Plan. The Company also transfers your data to Alight, Inc. and certain of its affiliated entities ("Alight"), an independent service provider based in the United States, which assists the Company with the implementation of certain aspects of the Plan including communicating with you and providing information regarding your participation in the Plan. In the future, the Company may select different service providers, including but not limited to the Company's outside legal counsel as well as the Company's auditor, at which time your personal information may be shared with those entities, subject to requirements that such information be used only in accordance with this Section, or as otherwise permitted under applicable agreements, and that required notices are properly administered.
- (e) The Company, the Stock Plan Administrator, and other service providers are based in the United States. The Company's legal basis for the transfer of your personal data to the United States is your consent unless otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
- (f) The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be to comply with those obligations.
- (g) Your participation in the Plan and your grant of consent is purely voluntary. You may withdraw your participation in the Plan at any time. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.
- (h) You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. If you have questions about the Company's use of your personal information, or wish to file a complaint about it, please contact the Boeing Global Privacy Office using any of the following methods:
- Submit your questions and requests online using the Boeing Privacy Rights Exercise Portal at <https://boeing.com/privacy/rightsexerciseportal>
 - Call the Global Privacy Office Hotline at +1 (206) 544-2406 or toll-free from within the U.S. at +1 (877) 544-2407
 - Submit your comments or questions to the Global Privacy Office e-mail account at: globalprivacy@boeing.com
 - Write to us at: Boeing Global Privacy Office, Mail Code 11-503, PO Box 3707, Seattle, WA 98124-2207 USA

You may also refer issues to the Privacy or Data Protection/Supervisory Authority where you live:
<https://www.boeing.com/privacy/authorities.html>

Country-Specific Terms

The Option is subject to the following additional terms and conditions and Privacy Notices as set forth in this Section to the extent you reside and/or are employed in one of the countries addressed herein. **The information reflected herein is based on the securities, exchange control and other laws in effect in the respective countries as of January 2025.** All defined terms as contained in this Section shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Section (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Option and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

Australia

1. **Award Conditioned on Satisfaction of Regulatory Obligations.** If you are (a) a director of a Related Company incorporated in Australia, or (b) a person who is a management-level executive of a Related Company incorporated in Australia and who also is a director of a Related Company incorporated outside of Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.
2. **Securities Law Information.** If you acquire Shares under the Plan and subsequently offer the Shares for sale to a person or entity resident in Australia, such offer may be subject to disclosure requirements under Australian law, and you should obtain legal advice regarding any applicable disclosure requirements prior to making any such offer.
3. **Tax Consideration.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Act).

The Boeing Company 2023 Incentive Stock Plan
U.S. Notice of Terms
Long-Term Incentive Restricted Stock Units

Key Terms

The Boeing Company (the “Company”) has awarded you a Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of RSUs Granted</u>	«RSU #»
<u>Vesting Schedule</u>	33% on the first anniversary of the Grant Date, 33% on the second anniversary of the Grant Date, and 34% on the third anniversary of the Grant Date, provided that if any of these dates falls on a non-trading date, the vesting shall occur on the next following trading date (each date, a “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through each applicable Vesting Date, except as otherwise provided below.
<u>Vesting Period</u>	Period between the Grant Date and the final Vesting Date
<u>Distribution Date</u>	As soon as reasonably practicable following the applicable Vesting Date
<u>Form of Distribution</u>	Shares
<u>Impact of Terminations</u>	<p>Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: You will immediately vest in a portion of your unvested RSUs, calculated by (1) multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by the total number of days in the Vesting Period, and (2) subtracting from the product the number of RSUs, if any, that have already vested. Distribution will occur on the next Distribution Date. All remaining unvested RSUs will be forfeited.</p> <p>Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will immediately vest in your unvested RSUs. Distribution will occur on the Distribution Date(s) as would have applied had you remained employed through each future Vesting Date.</p> <p>Layoff: Contingent upon your timely execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, you will immediately vest in a portion of your unvested RSUs, calculated by (1) multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by the total number of days in the Vesting Period, and (2) subtracting from the product the number of RSUs, if any, that have already vested. Distribution will occur on the next Distribution Date. All remaining unvested RSUs will be forfeited. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting and distribution of your RSUs will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.</p> <p>Death/long-term disability termination: You will immediately vest in your unvested RSUs. Distribution will occur as soon as administratively practical following termination.</p> <p>All other terminations: Any unvested RSUs will be forfeited.</p>

Impact of Leaves

Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to each Vesting Date), your unvested RSUs will be reduced by the product of (1) the original number of RSUs granted, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by the total number of days in the Vesting Period. This reduction will be allocated equally to each remaining installment of unvested RSUs. This provision shall not apply in the event your employment is terminated prior to the applicable Vesting Date due to death or long-term disability termination as described above.

Definitions

“Age 55/10 retirement” means retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate.

“Age 62/1 retirement” means retirement on or after attaining age 62 with at least one year of service.

“Mandatory retirement” means permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age.

“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, and (as applicable) the *State-Specific Terms* section) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»
Signature: *Signed Electronically*
Date: «Acceptance Date»

General Terms

1. **RSU Award.** You have been awarded Restricted Stock Units ("RSUs"). Each RSU corresponds to one Share. The Company will maintain a record of your RSUs in a notional account established in your name.
2. **Dividend Equivalents.** As of each dividend payment date for Shares, your RSU account will be credited with additional RSUs ("dividend equivalent RSUs") equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one Share on the applicable dividend payment date. The number of Shares that could be bought with the cash dividends will be calculated to two decimal places and will be based on the "Fair Market Value" of a Share on the applicable dividend payment date. For purposes of this Award, "Fair Market Value" means the average of the high and the low per Share trading prices as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable. Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
3. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Distribution of RSUs.** Vested RSUs will be distributed on the applicable Distribution Date, except as otherwise provided under *Key Terms* above, and subject to deductions as set forth in Section 5. Distribution will be in the form of Shares equal to the number of vested RSUs. If, after the Grant Date but before the Distribution Date, you transfer employment to a Related Company in another country and become paid through that Related Company's payroll, your vested RSUs may be settled in the form of: (a) cash, calculated by reference to the Company's currency conversion methodology as in effect, to the extent settlement in Shares (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the "Employer") to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) Shares, but the Company may require you to immediately sell such Shares if necessary or advisable to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such Shares on your behalf). Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable under this Notice unless and until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.
5. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or your Employer takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Award, including the grant of the RSUs, the vesting of the RSUs, the delivery of Shares, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or dividend equivalent RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:
 - (a) pay cash to the Company or your Employer,
 - (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,

- (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,
- (d) tender by attestation Shares you already own that have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon vesting of the Award having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

Notwithstanding the foregoing, if you are a Section 16 Participant upon the occurrence of an event giving rise to Tax Withholding Obligations, then you must satisfy any such obligations pursuant to clause (c) above.

6. **Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

7. **Clawback and Forfeiture Policy.**

- (a) This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and the Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at:

https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand the extent of its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

- (b) In addition, subject to applicable law, or except as may be otherwise provided in the *State-Specific Terms*, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the final Distribution Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this

clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

8. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Award is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and

construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

- (h) The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in the *State-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*.
- (k) No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

9. Privacy Notice. By accepting this Award, you:

- (a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;
- (b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to Shares granted to you under the Plan or otherwise ("Data");
- (c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and
- (d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

State-Specific Terms

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of California:

Clause (ii) of Section 7(b) shall not apply.

Clause (iii) of Section 7(b) shall be removed and replaced with the following: (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

Clause (iv) of Section 7(b) shall be removed and replaced with the following: (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

The following shall be appended to Section 7(b):

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of this Section shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:

Clause (ii) of Section 7(b) shall not apply.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:

The following shall be appended to Section 7(b):

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

A new Section 7(e) is added as follows:

You understand that the non-competition obligations under Section 7(b)(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021, and January 2, 2027, the statutory threshold is at least \$75,000 per year).

A new Section 7(f) is added as follows:

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

A new Section 7(g) is added as follows:

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 7(b)(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:

The following shall be appended to Section 7(b):

For purposes of this Section, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

The following provisions shall modify Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of this Section, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

The following shall replace Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Washington:

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

For purposes of this Section, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the final Distribution Date, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the final Distribution Date. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section, “engage in

competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

The Boeing Company 2023 Incentive Stock Plan
Non-U.S. Notice of Terms
Long-Term Incentive Restricted Stock Units

Key Terms

The Boeing Company (the “Company”) has awarded you a Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of RSUs Granted</u>	«RSU #»
<u>Vesting Schedule</u>	33% on the first anniversary of the Grant Date, 33% on the second anniversary of the Grant Date, and 34% on the third anniversary of the Grant Date, provided that if any of these dates falls on a non-trading date, the vesting shall occur on the next following trading date (each date, a “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through each applicable Vesting Date, except as otherwise provided below.
<u>Vesting Period</u>	Period between the Grant Date and the final Vesting Date
<u>Distribution Date</u>	As soon as reasonably practicable following the applicable Vesting Date
<u>Form of Distribution</u>	Shares
<u>Impact of Terminations</u>	<p>Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: You will immediately vest in a portion of your unvested RSUs, calculated by (1) multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by the total number of days in the Vesting Period, and (2) subtracting from the product the number of RSUs, if any, that have already vested. Distribution will occur on the next Distribution Date. All remaining unvested RSUs will be forfeited.</p> <p>Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will immediately vest in your unvested RSUs. Distribution will occur on the Distribution Date(s) as would have applied had you remained employed through each future Vesting Date.</p> <p>Layoff: Contingent upon your timely execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, you will immediately vest in a portion of your unvested RSUs, calculated by (1) multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by the total number of days in the Vesting Period, and (2) subtracting from the product the number of RSUs, if any, that have already vested. Distribution will occur on the next Distribution Date. All remaining unvested RSUs will be forfeited. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting and distribution of your RSUs will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.</p> <p>Death/long-term disability termination: You will immediately vest in your unvested RSUs. Distribution will occur as soon as administratively practical following termination.</p> <p>All other terminations: All unvested RSUs will be forfeited.</p>

Impact of Leaves

Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to each Vesting Date), your unvested RSUs will be reduced by the product of (1) the original number of RSUs granted, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by the total number of days in the Vesting Period. This reduction will be allocated equally to each remaining installment of unvested RSUs. This provision shall not apply in the event your employment is terminated prior to the applicable Vesting Date due to death or long-term disability termination as described above.

Definitions

“Age 55/10 retirement” means retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate.

“Age 62/1 retirement” means retirement on or after attaining age 62 with at least one year of service.

“Mandatory retirement” means permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age.

“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, and (as applicable) the *Country-Specific Terms* section) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»
Signature: *Signed Electronically*
Date: «Acceptance Date»

General Terms

1. **RSU Award.** You have been awarded Restricted Stock Units ("RSUs"). Each RSU corresponds to one Share. The Company will maintain a record of your RSUs in a notional account established in your name.
2. **Dividend Equivalents.** As of each dividend payment date for Shares, your RSU account will be credited with additional RSUs ("dividend equivalent RSUs") equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one Share on the applicable dividend payment date. The number of Shares that could be bought with the cash dividends will be calculated to two decimal places and will be based on the "Fair Market Value" of a Share on the applicable dividend payment date. For purposes of this Award, "Fair Market Value" means the average of the high and the low per Share trading prices as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable. Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
3. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Distribution of RSUs.** Vested RSUs will be distributed on the applicable Distribution Date, except as otherwise provided under *Key Terms* above, and subject to deductions as set forth in Section 5. Distribution will be in the form of Shares equal to the number of vested RSUs. If, after the Grant Date but before the Distribution Date, you transfer employment to a Related Company in another country and become paid through that Related Company's payroll, your vested RSUs may be settled in the form of: (a) cash, calculated by reference to the Company's currency conversion methodology as in effect, to the extent settlement in Shares (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the "Employer") to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) Shares, but the Company may require you to immediately sell such Shares if necessary or advisable to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such Shares on your behalf). Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable under this Notice unless and until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.
5. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or your Employer takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Award, including the grant of the RSUs, the vesting of the RSUs, the delivery of Shares, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or dividend equivalent RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:
 - (a) pay cash to the Company or your Employer,
 - (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,

- (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,
- (d) tender by attestation Shares you already own that have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon vesting of the Award having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

Notwithstanding the foregoing, if you are a Section 16 Participant upon the occurrence of an event giving rise to Tax Withholding Obligations, then you must satisfy any such obligations pursuant to clause (c) above.

6. **Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

7. **Clawback and Forfeiture Policy.**

- (a) This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and the Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at:

https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand the extent of its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

- (b) In addition, subject to applicable law, or except as may be otherwise provided in the *Country-Specific Terms*, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the final Distribution Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former

employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

8. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Award is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and

construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

- (h) The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for your country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in the *Country-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*.
- (k) No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.
- (l) The Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.
- (m) The grant of the Award is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Award is not subject to the supervision of the local securities authorities.
- (n) If you are resident or employed outside of the United States, as a condition to the grant of the Award, you agree to repatriate all payments attributable to the Shares or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).
- (o) If you are a local national of and employed in a country that is a member of the European Union, the grant of this Award and the terms and conditions governing this Award are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age

Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

- (p) You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Award. If you have received the Notice, the Plan or any other documents related to the RSUs translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

9. Privacy Notice. The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants RSUs under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company's grant of the RSUs under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting this Award, you expressly and explicitly consent to the Personal Data Activities as described herein.

- (a) The Company collects, processes and uses your personal data for purposes of allocating Shares and implementing, administering and managing the Plan. In granting the RSUs under the Plan, the Company will collect, process and use your personal information.
- (b) The Company's legal basis for the collection, processing and usage of your personal data is your consent except to the extent otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
- (c) Personal information that is processed may include your Company identification number (BEMSID), name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor. Your information is used to open an account for you with the Stock Plan Administrator, to communicate with you, and for purposes of allocating Shares and implementing, administering and managing the Plan.
- (d) Access to your information will be restricted to Company staff and contracted third party service providers who have a need to know the specific information to carry out their responsibilities with regard to this Award and the Plan. The Company transfers your personal data to the Stock Plan Administrator, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. The Stock Plan Administrator will open an account for you to receive and view your Award and transact in Shares that may be issued to you under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to your ability to participate in the Plan. The Company also transfers your data to Alight, Inc. and certain of its affiliated entities ("Alight"), an independent service provider based in the United States, which assists the Company with the implementation of certain aspects of the Plan including communicating with you and providing information regarding your participation in the Plan. In the future, the Company may select different service providers, including but not limited to the Company's outside legal counsel as well as the Company's auditor, at which time your personal information may be shared with those entities, subject to requirements that such information be used only in accordance with this Section, or as otherwise permitted under applicable agreements, and that required notices are properly administered.
- (e) The Company, the Stock Plan Administrator, and other service providers are based in the United States. The Company's legal basis for the transfer of your personal data to the United States is your consent unless otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
- (f) The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations,

including under tax and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be to comply with those obligations.

- (g) Your participation in the Plan and your grant of consent is purely voluntary. You may withdraw your participation in the Plan at any time. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.
- (h) You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. If you have questions about the Company's use of your personal information, or wish to file a complaint about it, please contact the Boeing Global Privacy Office using any of the following methods:
- Submit your questions and requests online using the Boeing Privacy Rights Exercise Portal at <https://boeing.com/privacy/rightsexerciseportal>
 - Call the Global Privacy Office Hotline at +1 (206) 544-2406 or toll-free from within the U.S. at +1 (877) 544-2407
 - Submit your comments or questions to the Global Privacy Office e-mail account at: globalprivacy@boeing.com
 - Write to us at: Boeing Global Privacy Office, Mail Code 11-503, PO Box 3707, Seattle, WA 98124-2207 USA

You may also refer issues to the Privacy or Data Protection/Supervisory Authority where you live:
<https://www.boeing.com/privacy/authorities.html>.

Country-Specific Terms

The Award is subject to the following additional terms and conditions and Privacy Notices as set forth in this Section to the extent you reside and/or are employed in one of the countries addressed herein. **The information reflected herein is based on the securities, exchange control and other laws in effect in the respective countries as of January 2025.** All defined terms as contained in this Section shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Section (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

European Union (“EU”) / European Economic Area (“EEA”) Countries, Switzerland, and the United Kingdom

1. **Data Privacy.** If you reside or are employed in the EU or EEA, Switzerland, or the United Kingdom, the following provision revises Section 9, *General Terms*, as applicable.

The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants RSUs under the Plan to you at the Company's sole discretion. You should review the following information about the Company's data processing practices.

2. **Data Collection and Usage.** Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes, uses, and transfers certain personally identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or the Employer. In granting you RSUs under the Plan, the Company will collect your personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's collection, processing, use and transfer of your personal data is necessary for the performance of the Company's contractual obligations under the Plan and pursuant to the Company's legitimate interest of managing and generally administering employee equity awards. Your refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. As such, by participating in the Plan, you voluntarily acknowledge the collection, use, processing and transfer of your personal data as described herein.
3. **International Data Transfers.** The Company and its service providers are based in the United States. The Company can only meet its contractual obligations to you if your personal data is transferred to the United States. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of your data from the EU/EEA, Switzerland, and the United Kingdom to the United States. You should be aware that the United States has different data privacy laws and protections than the data privacy laws in place in the EU/EEA, Switzerland, and the United Kingdom.

Australia

1. **Award Conditioned on Satisfaction of Regulatory Obligations.** If you are (a) a director of a Related Company incorporated in Australia, or (b) a person who is a management-level executive of a Related Company incorporated in Australia and who also is a director of a Related Company incorporated outside of Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.
2. **Securities Law Information.** This grant is being made under Division 1A, Part 7.12 of the Australia Corporations Act (Cth).
3. **Tax Consideration.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Act).

Belgium

1. **Foreign Asset/Account Reporting Information.** Belgian residents are required to report any security (e.g., Shares acquired under the Plan) or bank account established outside of Belgium on their personal annual tax return. In a separate report, Belgian residents also are required to provide a central contact point of the National Bank of Belgium with the account number of those foreign bank accounts, the name of the bank with which the accounts were opened and the country in which they were opened in a separate report. This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the *Kredietcentrales / Centrales des credits* caption. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.
2. **Stock Exchange Tax Information.** A stock exchange tax applies to transactions executed by Belgian residents through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax will apply when Shares acquired pursuant to the Award are sold. You should consult with a personal tax or financial advisor for additional details on your obligations with respect to the stock exchange tax.
3. **Annual Securities Account Tax.** An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., Shares acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. You should consult with a personal tax or financial advisor for additional details on your obligations with respect to the annual securities account tax.

Brazil

1. **Labor Law Acknowledgment.** By accepting the RSUs, you acknowledge and agree, for all legal purposes, that (a) the benefits provided under the Notice and the Plan are the result of commercial transactions unrelated to your employment; (b) the Notice and the Plan are not a part of the terms and conditions of your employment; and (c) the income from the RSUs, if any, is not part of your remuneration from employment.
2. **Extraordinary Item of Compensation.** You expressly recognize and acknowledge that your participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as your free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the Plan and the Notice. As such, you acknowledge and agree that the Company may, in its discretion, amend and/or discontinue your participation in the Plan at any time and without any liability. The value of the Award is an extraordinary item of compensation outside the scope of your employment contract, if any. The RSUs are not part of your regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Employer.
3. **Compliance with Law.** By accepting the RSUs, you acknowledge and agree to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the RSUs, the receipt of any dividends, the sale of any Shares and the payment of any cash acquired under the Plan and the receipt of any dividend equivalents.
4. **Exchange Control Information.** If you are resident or domiciled in Brazil, you will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is greater than US\$1 million as of December 31 of each year. If the aggregate value exceeds US\$100 million as of the end of each quarter, a declaration must be submitted quarterly. Assets and rights that must be reported include Shares acquired under the Plan. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.
5. **Foreign Asset/Account Reporting Information.** If you are a resident or domiciled in Brazil, you may be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil. If the aggregate value of such assets and/or rights is US\$1 million or more but less than US\$100 million, a declaration must be submitted annually. If the aggregate value exceeds US\$100 million, a declaration must be submitted quarterly. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Canada

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Notice or the Plan, your RSUs shall be settled only in Shares (and may not be settled in cash).

2. **Clawback and Forfeiture Policy.** The following provision shall replace Section 7(b), *General Terms*:

(b) In addition, subject to applicable law, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage, within Canada, in competition with any aspect of Company business with which you were directly involved or about which you gained proprietary or confidential information during the twenty-four (24) months before the date you engaged in such competitive activity; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants, with whom you engaged on behalf of the Company during the twenty-four (24) months before the date of such inducement, to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

3. **Termination of Employment.** The following provision shall supplement the *Key Terms*:

In the event of your termination of employment for any reason (other than by reason of death, disability or retirement), either by you or by the Employer, with or without cause, your right to vest or to continue to vest in the RSUs and receive Shares under the Plan, if any, will terminate as of the actual Date of Termination. For this purpose, the "Date of Termination" shall mean the earlier of (1) the date your employment with the Employer is terminated for any reason; or (2) the date you receive written notice of termination from the Employer, as determined in the Company's sole discretion and shall not include or be extended by any period following such day during which you are in receipt of or eligible to receive any notice of termination, pay in lieu of notice of termination, severance pay or any other payments or damages, whether arising under statute, contract or at common law. For greater certainty, you will not earn or be entitled to any pro-rated vesting for the portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the RSUs under the Plan, if any, will terminate effective as of the last day of your minimum statutory notice period, but you will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of your statutory notice period, nor will you be entitled to any compensation for lost vesting.

4. **French Language Documents.** If you are a resident of the Province of Quebec, the following provision shall apply:

A French translation of this document and the Plan will be made available to you as soon as reasonably practicable upon your written request. Notwithstanding anything to the contrary in the Notice, and unless you indicate otherwise, the French translation of this document and the Plan will govern your participation in the Plan.

Documents en Langue Française. Une traduction française de ce document et du Plan sera mise à votre disposition dès que raisonnablement possible à votre demande écrite. Nonobstant toute disposition contraire dans l'Avis, et sauf indication contraire de votre part, la traduction française de ce document et du Plan régira votre participation au Plan.

- 5. Foreign Asset/Account Reporting Information.** Specified foreign property, including the Award, Shares acquired under the Plan, and other rights to receive shares of a non-Canadian company held by a Canadian resident generally must be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the foreign property exceeds C\$100,000 at any time during the year. Thus, the unvested portion of the Award must be reported – generally at a nil cost – if the C\$100,000 cost threshold is exceeded because you hold other specified foreign property. When Shares are acquired, their cost generally is the adjusted cost base (“ACB”) of the Shares. The ACB ordinarily will equal the fair market value of the Shares at the time of acquisition, but if you own other Shares, the ACB may need to be averaged with the ACB of the other Shares. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

China

- 1. Exchange Control Restrictions.** You understand and agree that if you are a PRC national employed in China, the Company may impose additional terms and conditions on your Award as necessary, to comply with any rules and regulations established by the State Administration of Foreign Exchange in China, and you further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China. You agree to hold any Shares received upon settlement of the Award with the Company's designated broker. Upon a termination of employment, if you hold Shares and the Award is not paid in cash, you shall be required to sell all Shares issued pursuant to the Award within 180 days (or such shorter period as may be required by the State Administration of Foreign Exchange or the Company) of the termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the Shares (including procedures whereby the Company may issue sell instructions on your behalf), and you hereby agree to comply with such procedures and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China. You understand and agree that the repatriation of dividends and sales proceeds may need to be effected through a special exchange control account established by the Company or its Related Companies, and you hereby consent and agree that dividends issued on Shares and sales proceeds from the sale of Shares acquired under the Plan may be transferred to such account by the Company on your behalf prior to being delivered to you. Dividends and/or sales proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If dividends and/or sales proceeds are paid to you in U.S. dollars, you understand that you will be required to set up a U.S. dollar bank account in China so that the dividends or proceeds may be deposited into this account. If dividends and/or sales proceeds are paid to you in local currency, you acknowledge that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and/or proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time dividends are issued or shares are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company or its Related Companies in China in the future in order to facilitate compliance with exchange control requirements in China. You acknowledge and agree that the processes and requirements set forth herein shall continue to apply following your termination.
- 2. Administration.** The Company shall not be liable for any costs, fees, lost interest or dividends or other losses you may incur or suffer resulting from the enforcement of the terms of this Notice or otherwise from the Company's operation and enforcement of the terms of the Plan and the Award in accordance with People's Republic of China law including, without limitation, any applicable rules, regulations, requirements and approvals issued by the State Administration of Foreign Exchange.

France

- 1. Award Not French-Qualified.** The RSUs are not granted under the French specific regime provided by Articles L. 225-197-1 and seq. or L. 22-10-59 and L. 22-10-60 of the French Commercial Code, as amended.
- 2. English Language.** You acknowledge and agree that it is your express intent that this Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you have received this Notice, the Plan or any other documents related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Langue anglaise. Vous reconnaissez et consentez que c'est votre intention expresse que l'Accord, le Projet et tous les autres documents, les notifications et l'événement légal est entré dans, compte tenu de ou institué conformément à la Récompense de RSU, est formulé dans l'anglais. Si vous avez reçu l'Accord, le Projet ou aucuns autres documents a relaté à la Récompense de RSU traduite dans une langue autrement que l'anglais, et si le sens de la version traduite est différent de la version anglaise, la version anglaise contrôlera.

BY ACCEPTING THIS AWARD THROUGH THE PROCEDURES ESTABLISHED BY THE COMPANY, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE AND THE PLAN.

- 3. Foreign Asset/Account Reporting Information.** French residents must report annually any shares and bank accounts held outside France, including the accounts that were opened, used and/or closed during the tax year, to the French tax authorities, on an annual basis on a special Form N° 3916, together with your personal income tax return. Failure to report triggers a significant penalty. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Germany

- 1. Exchange Control Reporting.** Cross-border payments in excess of €12,500 must be reported to the German Federal Bank (*Bundesbank*). If you make or receive a payment in excess of this amount (including if you sell Shares via a foreign broker, bank or service provider and receives proceeds in excess of this amount, or if you receive dividends or dividend equivalent PRSUs) and/or if the Company withholds or sells Shares with a value in excess of this amount to cover Tax Withholding Obligations and Other Obligations, you must report the payment and/or the value of the Shares withheld or sold to the Bundesbank, either electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available on the Bundesbank website (www.bundesbank.de) or via such other method (e.g., by email or telephone) as is permitted or required by the Bundesbank. The report must be submitted monthly or within other such timing as is permitted or required by the Bundesbank. *You should consult your personal legal advisors to ensure compliance with applicable reporting requirements.*
- 2. Foreign Asset/Account Reporting Information.** German residents must notify their local tax office of the acquisition of Shares when they file their personal income tax returns for the relevant year if the value of the Shares acquired exceeds €150,000 or in the unlikely event that the resident holds Shares exceeding 10% of the Company's total Shares outstanding. However, if the Shares are listed on a recognized U.S. stock exchange and you own less than 1% of the total Shares, this requirement will not apply even if Shares with a value exceeding €150,000 are acquired. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

India

- 1. Repatriation Requirements.** You expressly agree to repatriate all sale proceeds and dividends attributable to the Shares acquired under the Plan in accordance with local foreign exchange rules and regulations. You also expressly agree to provide any information that may be required by the Company, the Employer or any Related Company to make any applicable filings under exchange control laws in India. Neither the Company nor any Related Company shall be liable for any fines or penalties resulting from your failure to comply with applicable laws, rules or regulations.
- 2. Foreign Asset/Account Reporting Information.** You are required to declare your foreign bank accounts and any foreign financial assets (including Shares acquired under the Plan held outside India) in your annual tax return. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Indonesia

- 1. Language Consent and Notification.** By accepting the grant of RSUs, you (i) confirm having read and understood the documents relating to this grant (i.e., the Plan and the Notice) which were provided in the English language, (ii) accept the terms of those documents accordingly, and (iii) agree not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Language Consent and Notification. Dengan menerima RSU, (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian ini (yaitu, Paket dan Pemberitahuan) yang disediakan untuk anda dalam bahasa Inggris, (ii) Anda menerima syarat dari dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau Peraturan Presiden pelaksana (ketika diterbitkan).

2. **Exchange Control Information.** If you remit funds into Indonesia (e.g., proceeds from the sale of Shares), the Indonesian Bank through which the transaction is made will submit a report of the transaction to the Bank of Indonesia for statistical reporting purposes. For transactions of US\$10,000 or more, a description of the transaction must be included in the report and you may be required to provide information about the transaction (e.g., the relationship between you and the transferor of the funds, the source of the funds, etc.) to the bank in order for the bank to complete the report.

In addition, you must provide the Bank of Indonesia with information on foreign exchange activities via a monthly report submitted online through the Bank of Indonesia's website. The report is due no later than the 15th day of the month following the month in which the activity occurred.

You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

3. **Foreign Asset/Account Reporting Information.** Indonesian residents must report worldwide assets (including foreign accounts and Shares acquired under the Plan) in their annual individual income tax return. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Ireland

No country specific provisions.

Israel

1. **Tax Information.** The Israeli Tax Authority ("ITA") has issued a tax ruling to the Company in connection with the non-trustee track of Section 102 of the Income Tax Ordinance [New Version], 1961 (the "Tax Ruling") regarding the taxation of Shares settled under the Plan. You may review a copy of the Tax Ruling by contacting the Company's equity operations group. By accepting the RSUs, you acknowledge and declare that you are aware that the Company obtained a ruling from the ITA specifying that the RSUs will be subject to income tax and social insurance contributions at vesting/settlement of the RSUs (at which time withholding will be required). If you hold the Shares acquired upon vesting/settlement of the RSUs and subsequently sell the Shares, you will be solely responsible for the reporting the relevant capital gain/loss to the ITA and paying any taxes to the ITA, if applicable.

Notwithstanding the foregoing, you acknowledge and declare that you are aware, accept and will have no claim or argument towards the Company if it applies for and/or will apply for any other or additional tax ruling with the ITA with respect to the Israeli tax treatment of the RSUs, including the RSUs that you were granted and/or the RSUs that you may be granted in the future, or if it decides not to do so.

2. **Securities Law Information.** The grant of the RSUs does not constitute a public offering under the Securities Law, 1968.

Italy

1. **Plan Document Acknowledgement.** In accepting the RSUs, you acknowledge that you received a copy of the Plan, have reviewed the Plan and Notice in their entirety and fully understand and accept all provisions of the Plan and the Notice. Further you specifically and expressly approve the *Key Terms* and the following clauses of the *General Terms* portion of this Notice: Section 5 (Responsibility for Tax Withholding Obligations and Other Obligations), Section 8 (Miscellaneous), and Section 9 (Privacy Notice).

Japan

1. **Exchange Control Information.** If you acquire Shares valued at more than ¥100,000,000 in a single transaction, you must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of the purchase of the Shares. You should consult with your personal advisor(s)

regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

2. **Foreign Asset/Account Reporting Information.** You will be required to report details of any assets held outside Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. This report is due by March 15 each year. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Malaysia

No country specific provisions.

Netherlands

No country specific provisions.

Poland

No country specific provisions.

Qatar

No country specific provisions.

Saudi Arabia

1. **Securities Law Notice.** This document may not be distributed in the Kingdom except to such persons as are permitted under the Rules of the Offers of Securities and Continuing Obligations issued by the Capital Market Authority. The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorized financial adviser.

Singapore

1. **Qualifying Person Exemption.** The grant of RSUs under the Plan is being made pursuant to the "Qualifying Person exemption" under section 273(1)(f) of the Securities and Futures Act (Chapter 289) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. You should note that the RSUs are subject to section 257 of the SFA and you will not be able to make any subsequent sale of the Shares in Singapore, or any offer of such subsequent sale of the Shares subject to the grants in Singapore, unless such sale or offer is made (i) after six months from the grant date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

South Korea

1. **Exchange Control Information.** If you deposit funds (e.g., proceeds from the sale of shares of Common Stock) in excess of U.S.\$5,000 into a non-Korean bank account, you may have to file a report with a Korean foreign exchange bank. This reporting is not required if sale proceeds are deposited into a non-Korean brokerage account. Because the exchange control regulations may change without notice, you should consult with a personal legal advisor to ensure compliance with any exchange control regulations applicable to any aspect of their participation in the Plan.
2. **Foreign Asset/Account Reporting Information.** Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts in June of the following year if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Spain

1. **Securities Law Information.** Your participation in the Plan and any Shares issued thereunder do not qualify under Spanish regulations as securities. No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.
2. **Acknowledgement of Discretionary Nature of the RSUs; No Vested Rights.** In accepting the RSUs, you acknowledge that you consent to participate in the Plan and have received a copy of the Plan. You understand that the Company has unilaterally, gratuitously and in its sole discretion granted the RSUs under the Plan to individuals who may be employees of the Company or its Related Companies throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Related Companies on an ongoing basis. Consequently, you understand that the RSUs are granted on the assumption and condition that the RSUs and any Shares or cash acquired upon vesting of the RSUs shall not become a part of any employment contract (either with the Company or any of its Related Companies) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, you understand that this grant would not be made to you but for the assumptions and conditions referenced above. Thus, you acknowledge and freely accept that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, the grant of the RSUs under this Notice shall be null and void.

You understand and agree that, as a condition of the grant of the RSUs and unless otherwise provided in this Notice, the unvested portion of the RSUs as of the date of your termination will be forfeited without entitlement to the underlying Shares or cash or to any amount of indemnification in the event of the termination of employment by reason of, but not limited to, (i) material modification of the terms of employment under Article 41 of the Workers' Statute or (ii) relocation under Article 40 of the Workers' Statute. You acknowledge that you have read and specifically accept the conditions referred to in this Notice regarding the impact of a termination on your RSUs.

BY ACCEPTING THIS AWARD THROUGH THE PROCEDURES ESTABLISHED BY THE COMPANY, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE AND THE PLAN.

3. **Exchange Control Information.** If you hold 10% or more of the Share capital of the Company or such other amount that would entitle you to join the Company's board of directors, the acquisition, ownership and disposition of such Shares must be declared for statistical purposes to the *Spanish Dirección General de Comercio e Inversiones* (the Bureau for Commerce and Investments), which is a department of the Ministry of Economy and Competitiveness. The declaration (via Form 6) must be made in January for Shares acquired or disposed of during the prior calendar year and/or for Shares owned as of December 31 of the prior calendar year; provided, if the value of the Shares acquired or sold exceeds €1,502,530, the declaration must be filed within one month of the acquisition or disposition of the Shares, as applicable. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.
4. **Foreign Asset/Account Reporting Information.** To the extent you hold rights or assets (e.g., cash or the Shares held in a bank or brokerage account) outside of Spain with a value in excess of €50,000 per type of right or asset as of December 31 each year (or at any time during the year in which you sell or disposes of such right or asset), you are required to report information on such rights and assets on your tax return for such year. After such rights or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000 per type of right or asset as of each subsequent December 31, or if you sell Shares or cancels bank accounts that were previously reported. Failure to comply with this reporting requirement may result in penalties to the Spanish residents.

In addition, you may be required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including Shares acquired under the Plan), and any transactions with non-Spanish residents (including any payments of Shares made pursuant to the Plan), depending on the balances in such accounts together with the value of such instruments as of December 31 of the relevant year, or the volume of transactions with non-Spanish residents during the relevant year.

You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Turkey

1. **Securities Law Notification.** The sale of Shares acquired under the Plan is not permitted within Turkey. The sale of Shares acquired under the Plan must occur outside of Turkey. The Shares are currently traded on the New York Stock Exchange under the ticker symbol "BA" and Shares may be sold on this exchange.
2. **Financial Intermediary Obligation.** You acknowledge that any activity related to investments in foreign securities (e.g., the sale of Shares) should be conducted through a bank or financial intermediary institution licensed by the Turkish Capital Markets Board and should be reported to the Turkish Capital Markets Board. You are solely responsible for complying with this requirement and should consult with a personal legal advisor for further information regarding any obligations in this respect.
3. **Exchange Control Information.** Turkish residents are permitted to sell foreign securities (such as the Shares) through intermediary financial institutions that are approved under the Capital Market Law (i.e., banks licensed in Turkey). Therefore, a Turkish financial intermediary may be required in connection with the sale of any Shares acquired under the Plan. You acknowledge that you are solely responsible for engaging such Turkish financial intermediary. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

United Arab Emirates

1. **Securities Law Notice.** The Notice, the Plan, and other incidental communication materials related to the RSUs are intended for distribution only to employees of the Company and its subsidiaries for the purposes of an incentive scheme.

The Emirates Securities and Commodities Authority and Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this statement nor taken steps to verify the information set out in it, and have no responsibility for it. The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If you do not understand the content of the Notice or the Plan, you should obtain independent professional advice.

United Kingdom

1. **Clawback and Forfeiture Policy.** The following shall modify Section 7(b), *General Terms*:

Clauses (ii) and (iii) of Section 7(b) shall not apply.

This Award and any gross proceeds resulting from the vesting of this Award are also subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, within the Restricted Period: directly or indirectly, for your own benefit or that of others, (a) be employed by or otherwise provide services to a Competing Business which is being carried out or to be carried out in any Restricted Territory; (b) set up or carry on a Competing Business which is being carried out or to be carried out in any Restricted Territory; (c) solicit, attempt to solicit, assist in soliciting, entice away, or try to entice away, from the Company or any Related Company any Key Person; or (d) be personally involved to a material extent in accepting into employment, recruiting, engaging, or otherwise using the services of any Key Person. For the avoidance of doubt, none of the restrictions contained in this Section prevent you from holding any shares or other securities in any company or from doing anything for which the Company has given its prior written consent. The Company encourages you to seek such consent if necessary.

The restrictions this Section are considered by the parties to be fair and reasonable in all circumstances. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if

part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

For the purposes of this Section, any capitalized terms shall have the following meaning:

"Competing Business" means any business which competes with or is preparing to compete with (a) any business carried on by the Company or any Related Company; or (b) any business which the Company or any Related Company is proposing to carry on and has taken material steps towards conducting; and in each of cases (a) and (b) in respect of which business of the Company or Related Company you: (i) had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties; or (ii) otherwise obtained Relevant Confidential Information, in each case in the course of your employment.

"Key Person" means any employee, director, or consultant engaged by the Company or any Related Company who provides or has provided executive, managerial, supervisory, financial, engineering, creative, professional, technical, account handling, or similar services to the Company or any Related Company (a) with whom you have had material dealings; or (b) in respect of whom you have obtained Relevant Confidential Information about their skills, role, responsibilities, expertise, or other Relevant Confidential Information or material nonpublic information relevant to their potential recruitment or engagement, in each case at any time during the course of your employment.

"Relevant Confidential Information" means information not generally known outside the Company or any Related Company or information entrusted to the Company or any Related Company by third parties, which may relate (by way of example and without limitation) to inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling, and may be contained (by way of example and without limitation) in materials such as drawings, models, data, specifications, records, reports, complications, or computer programs, and may be in the nature of unwritten knowledge or know-how, in each case, that may or would be of value to any business which competes or is preparing to compete with the Company or a Related Company.

"Restricted Period" means the period ending on the earlier of: (a) the second anniversary of the later of the Vesting Date or the payment date for the Award; or (b) the six month anniversary of your termination of employment.

"Restricted Territory" means: (a) the United Kingdom; or (b) any other country where the Company or a Related Company carries out business and in relation to which you have had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties during the course of your employment; or (c) any other country where the Company or a Related Company carries out business and in relation to which you acquired Relevant Confidential Information during the course of your employment.

2. Income Tax and Social Insurance Contribution Withholding. The following provision shall supplement Section 5, *General Terms*:

Without limitation to this Section, you agree that you are liable for all Tax Withholding Obligations and hereby covenants to pay all such Tax Withholding Obligations, as and when requested by the Company, the Employer or by HM Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and the Employer against any Tax Withholding Obligations that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are a director or executive officer and income tax due is not collected from or paid by you within ninety (90) days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer (as applicable)

for the value of any employee national insurance contributions due on this additional benefit, which the Company and/or the Employer may recover from you at any time thereafter by any of the means referred to in this Section.

3. **Exclusion of Claim.** You acknowledge and agree that you shall have no entitlement to compensation or damages in consequence of the termination of your employment with the Company or any Related Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from your ceasing to have rights under or to be entitled to vesting in your RSUs as a result of such termination, or from the loss or diminution in value of your RSUs. Upon the grant of your RSUs, you shall be deemed irrevocably to have waived any such entitlement.
4. **Brexit.** With the United Kingdom no longer part of the European Union following the United Kingdom's withdrawal from the European Union, the laws discussed herein regarding the European Union still apply to the United Kingdom and all references to the European Union shall include the United Kingdom, unless otherwise stated in this document.

**The Boeing Company 2023 Incentive Stock Plan
U.S. Notice of Terms
Supplemental Restricted Stock Units**

Key Terms

The Boeing Company (the “Company”) has awarded you a Supplemental Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of RSUs Granted</u>	«RSU #»
<u>Vesting Schedule</u>	The dates set forth on “Appendix – Vesting Schedule” attached hereto, provided that if any of these dates falls on a non-trading date, the vesting shall occur on the next following trading date (each date, a “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through each applicable Vesting Date, except as otherwise provided below.
<u>Vesting Period</u>	Period between the Grant Date and the final Vesting Date
<u>Distribution Date</u>	As soon as reasonably practicable following the applicable Vesting Date
<u>Form of Distribution</u>	Shares
<u>Impact of Terminations</u>	Layoff: Contingent upon your timely execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, you will immediately vest in your unvested RSUs. Distribution will occur on the Distribution Date(s) as would have applied had you remained employed through each future Vesting Date. The release requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law. Death/long-term disability termination: You will immediately vest in your unvested RSUs. Distribution will occur as soon as administratively practical following termination. All other terminations: All unvested RSUs will be forfeited.
<u>Impact of Leaves</u>	Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to each Vesting Date), your unvested RSUs will be reduced by the product of (1) the original number of RSUs granted, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by the total number of days in the Vesting Period. This reduction will be allocated equally to each remaining installment of unvested RSUs. This provision shall not apply in the event your employment is terminated prior to the applicable Vesting Date due to death or long-term disability termination as described above.
<u>Definitions</u>	“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, and (as applicable) the *State-Specific Terms* section) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»
Signature: *Signed Electronically*
Date: «Acceptance Date»

“Appendix – Vesting Schedule”

General Terms

1. **RSU Award.** You have been awarded Restricted Stock Units ("RSUs"). Each RSU corresponds to one Share. The Company will maintain a record of your RSUs in a notional account established in your name.
2. **Dividend Equivalents.** As of each dividend payment date for Shares, your RSU account will be credited with additional RSUs ("dividend equivalent RSUs") equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one Share on the applicable dividend payment date. The number of Shares that could be bought with the cash dividends will be calculated to two decimal places and will be based on the "Fair Market Value" of a Share on the applicable dividend payment date. For purposes of this Award, "Fair Market Value" means the average of the high and the low per Share trading prices as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable. Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
3. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Distribution of RSUs.** Vested RSUs will be distributed on the applicable Distribution Date, except as otherwise provided under *Key Terms* above, and subject to deductions as set forth in Section 5. Distribution will be in the form of Shares equal to the number of vested RSUs. If, after the Grant Date but before the Distribution Date, you transfer employment to a Related Company in another country and become paid through that Related Company's payroll, your vested RSUs may be settled in the form of: (a) cash, calculated by reference to the Company's currency conversion methodology as in effect, to the extent settlement in Shares (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the "Employer") to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) Shares, but the Company may require you to immediately sell such Shares if necessary or advisable to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such Shares on your behalf). Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable under this Notice unless and until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.
5. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or your Employer takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Award, including the grant of the RSUs, the vesting of the RSUs, the delivery of Shares, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or dividend equivalent RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:
 - (a) pay cash to the Company or your Employer,
 - (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,

- (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,
- (d) tender by attestation Shares you already own that have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon vesting of the Award having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

Notwithstanding the foregoing, if you are a Section 16 Participant upon the occurrence of an event giving rise to Tax Withholding Obligations, then you must satisfy any such obligations pursuant to clause (c) above.

6. **Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

7. **Clawback and Forfeiture Policy.**

- (a) This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and the Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at:

https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand the extent of its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

- (b) In addition, subject to applicable law, or except as may be otherwise provided in the *State-Specific Terms*, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the final Distribution Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this

clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

8. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Award is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and

construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

- (h) The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in the *State-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*.
- (k) No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

9. Privacy Notice. By accepting this Award, you:

- (a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;
- (b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to Shares granted to you under the Plan or otherwise ("Data");
- (c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and
- (d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

State-Specific Terms

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of California:

Clause (ii) of Section 7(b) shall not apply.

Clause (iii) of Section 7(b) shall be removed and replaced with the following: (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

Clause (iv) of Section 7(b) shall be removed and replaced with the following: (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

The following shall be appended to Section 7(b):

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of this Section shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:

Clause (ii) of Section 7(b) shall not apply.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:

The following shall be appended to Section 7(b):

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

A new Section 7(e) is added as follows:

You understand that the non-competition obligations under Section 7(b)(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021 and January 2, 2027, the statutory threshold is at least \$75,000 per year).

A new Section 7(f) is added as follows:

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

A new Section 7(g) is added as follows:

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 7(b)(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:

The following shall be appended to Section 7(b):

For purposes of this Section, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

The following provisions shall modify Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of this Section, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

The following shall replace Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Washington:

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

For purposes of this Section, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the final Distribution Date, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the final Distribution Date. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section, “engage in

competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

LETTER IN LIEU OF CONSENT FOR REVIEW REPORT

April 23, 2025

To the Board of Directors and Shareholders of
The Boeing Company
Arlington, Virginia

We are aware that our report dated April 23, 2025, on our review of the interim financial information of The Boeing Company and subsidiaries appearing in this Quarterly Report on Form 10-Q for the quarter ended March 31, 2025, is incorporated by reference in the following registration statements.

Form S-8

No. 33-25332
No. 33-31434
No. 33-43854
No. 33-58798
No. 33-52773
No. 333-16363
No. 333-26867
No. 333-32461
No. 333-32491
No. 333-32499
No. 333-32567
No. 333-41920

Form S-8

No. 333-54234
No. 333-73252
No. 333-107677
No. 333-140837
No. 333-156403
No. 333-160752
No. 333-163637
No. 333-195777
No. 333-228097
No. 333-252770
No. 333-268762
No. 333-271454

Form S-3

No. 333-282628

/s/ Deloitte & Touche LLP

Seattle, Washington

**CERTIFICATION PURSUANT TO
RULE 13a-14 OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Robert K. Ortberg, certify that:

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

Date: April 23, 2025

/s/ Robert K. Ortberg

Robert K. Ortberg
President and Chief Executive Officer and Director

**CERTIFICATION PURSUANT TO
RULE 13a-14 OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian J. West, certify that:

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

Date: April 23, 2025

/s/ Brian J. West

Brian J. West
Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of The Boeing Company (the "Company") on Form 10-Q for the period ending March 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert K. Ortberg, President and Chief Executive Officer and Director of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ Robert K. Ortberg

Robert K. Ortberg
President and Chief Executive Officer and Director

April 23, 2025

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of The Boeing Company (the "Company") on Form 10-Q for the period ending March 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian J. West, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ Brian J. West

Brian J. West
Executive Vice President and Chief Financial Officer

April 23, 2025