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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 23, 2023

FATHOM DIGITAL MANUFACTURING CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39994
(Commission
File Number)

42-0023833
(IRS Employer
Identification Number)

1050 Walnut Ridge Drive
Hartland, WI
(Address of principal executive offices)

(262)-4367-8254
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

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

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

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

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Class A common stock, par value \$0.0001 per share	FATH	NYSE

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

Emerging growth company

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

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

On October 23, 2023 (“Effective Date”), the Board of Directors (“Board”) of Fathom Digital Manufacturing Corporation (the “Company”) appointed Carey Chen as the Chief Executive Officer (“CEO”) of the Company, effective immediately. Mr. Chen will also remain a member of the Board. Mr. Chen will succeed Ryan Martin, who is no longer serving as the Company’s Chief Executive Officer or as a member of the Board as of the Effective Date. Mr. Martin’s last day of employment shall be October 31, 2023. The Company issued a press release on October 23, 2023 announcing Mr. Chen’s appointment, a copy of which is furnished as Exhibit 99.1 hereto.

Mr. Chen, age 50, has served as a member of the Board since the Company became publicly-listed in 2021. He served as a director of the company’s predecessor companies dating back to 2019. Mr. Chen has also served as President of Altix Corporation, a management consulting firm serving a broad array of industrial manufacturing companies, since January 2023, and previously served as Chief Executive Officer of Cadrex Manufacturing Solutions and Chief Executive Officer of Incodema Holdings LLC, and as Executive Chairman and President of Cincinnati Incorporated. Mr. Chen earned an MBA from the University of Illinois at Urbana-Champaign and a BS in Applied Mathematics from the University of California at Los Angeles.

In connection with Mr. Chen’s appointment as CEO, the Company simultaneously entered into an offer letter agreement (the “Offer Letter”) with Mr. Chen, effective as of the Effective Date. The Offer Letter and the compensation package contained therein were approved by the Board, which worked with the Company’s compensation consultant to design a competitive compensation framework to align Mr. Chen’s compensation with the creation of shareholder value and the achievement of the Company’s next stage of growth. The key terms of the Offer Letter are set forth below.

Mr. Chen will receive an initial base salary of \$500,000 and, starting in 2024, an initial target annual bonus opportunity of 100% of base salary, the latter subject to the terms and conditions of the Company’s annual bonus plan. Mr. Chen will be eligible to participate in the Company’s 2021 Omnibus Incentive Plan, as may be amended from time to time (the “Omnibus Plan”), starting in 2024 with an initial target award opportunity equal to 200% of base salary. The form of incentive equity awards and applicable vesting conditions will be determined by the Compensation Committee of the Board (the “Committee”) or the Board in its sole discretion, and the awards will be subject to the terms and conditions of the Omnibus Plan and any applicable award agreements.

In connection with his appointment and as an inducement material to his entering into the Offer Letter and commencing employment with the Company, Mr. Chen will be granted the following inducement incentives on the Effective Date: (i) a sign-on cash bonus of \$100,000, payable in four equal quarterly installments subject to Mr. Chen’s continued service through each payment date (the “Cash Sign-On Bonus”), (ii) a sign-on award of 151,515 time-vesting restricted stock units (“RSUs”), with a value of \$500,000; and (iii) a sign-on award of 104,911 performance-vesting RSUs (“PSUs”), with a value of \$500,000.

The Cash Sign-On Bonus must be repaid if Mr. Chen’s employment terminates for any reason other than by a Company-initiated termination without “cause” prior to the one-year anniversary of the Effective Date. The equity-based inducement awards will be issued outside of the Omnibus Plan, in accordance with NYSE Listing Rule 303A.03, but will be subject to substantially the same terms as awards made under such plan. The number of RSUs was determined by taking the award’s \$500,000 grant value and dividing it by the closing stock price of one share of the Company’s common stock as of the trading day immediately preceding the Effective Date. The RSU award will vest on the third anniversary of the Effective Date, subject to Mr. Chen’s continued service through such vesting date. The PSU award will vest in six tranches, with each tranche subject to (i) the Company attaining the stock price growth hurdle during the relevant performance period for each tranche (as illustrated below), and (ii) Mr. Chen’s continued service through the later of (x) the fourth anniversary of the Effective Date and (y) the date on which a particular tranche’s stock price growth hurdle is attained, subject to certification of the Committee.

PSU Stock Price Growth Hurdles

Performance Goal Tranche	Portion of PSUs Vesting	Value to be Delivered at Each Stock Price Hurdle	Stock Price Hurdle (determined using a baseline stock price of \$3.30 ^(a) ^(b))	Stock Price Growth ^(b)	Number of Shares Potentially Earnable Upon Achievement of Stock Price Hurdle ^(c)	Performance Period
1	1/6 th	\$83,333.33	\$4.13	25%	20,202	Within 2 years of the Effective Date
2	1/6 th	\$83,333.33	\$4.39	33%	18,987	Within 3 years of the Effective Date
3	1/6 th	\$83,333.33	\$4.69	42%	17,783	Within 3 years of the Effective Date
4	1/6 th	\$83,333.33	\$4.95	50%	16,835	Within 4 years of the Effective Date
5	1/6 th	\$83,333.33	\$5.21	58%	15,983	Within 4 years of the Effective Date
6	1/6 th	\$83,333.33	\$5.51	67%	15,121	Within 5 years of the Effective Date
TOTAL PSUs					104,911	

- (a) The baseline stock price is \$3.30, representing the closing price of one share of the Company's common stock as of the trading day immediately preceding the Effective Date.
- (b) Each Stock Price Hurdle relates to one tranche of the PSU award and represents a percentage of Stock Price Growth as compared to the baseline stock price. For a tranche of PSUs to vest, the Company must achieve the tranche's Stock Price Hurdle within the tranche's Performance Period, as set forth in the above table. Whether the Stock Price Hurdle has been achieved is determined by calculating the trailing 30 business day average of the closing stock price of one share of Company common stock as of any measurement date that falls within the applicable Performance Period ("Average Stock Price"). For the avoidance of doubt, the first measurement date cannot occur until at least 30 business days have elapsed from the Effective Date.

If the Average Stock Price equals or exceeds the Share Price Hurdle, the performance goal for the corresponding PSU tranche has been achieved, subject to certification by the Committee and the other vesting conditions set forth above, and the terms and conditions of the award agreement and Omnibus Plan.

- (c) Number of shares earnable pursuant to the PSU award determined by taking the award's grant value of \$500,000 and dividing it evenly across all six tranches, resulting in a per-tranche value of \$83,333.33. Then, take the per-tranche value and divide it by the Stock Price Hurdle to get the number of shares of Company common stock earnable with respect to the tranche.

Mr. Chen will be eligible to participate in the Company's Executive Severance and Change in Control Plan (the "Severance Plan") as a "Tier 1" executive, making him eligible for certain severance benefits if the Company terminates him without "cause" or if he resigns for "good reason" (each as defined in the Severance Plan), subject to his execution and nonrevocation of a general release in favor of the Company. Mr. Chen will also be eligible to participate in other benefit plans generally offered to Company senior executives and to receive a relocation expense reimbursement benefit of up to \$100,000 offered in connection with Mr. Chen's relocation to the Company's headquarters in Hartland, Wisconsin.

The descriptions of Mr. Chen's compensation terms, equity-based inducement awards and severance benefits are just a summary and are qualified in their entirety by reference to the Offer Letter, RSU award agreement, PSU award agreement and Severance Plan, which are filed as Exhibits 10.1 through 10.4, respectively, to this Current Report on Form 8-K and incorporated herein by reference. Mr. Chen was not appointed pursuant to any arrangement or understanding between him and any other person. There are no family relationships between Mr. Chen and any director or executive officer of the Company and Mr. Chen does not have any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K under the Securities Act of 1933, as amended.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1#	Letter agreement regarding terms of employment dated October 23, 2023 by and between Fathom Digital Manufacturing Corporation and Carey Chen (filed herewith).
10.2#	Restricted Stock Unit Award Agreement (Inducement) dated October 23, 2023 by and between Fathom Digital Manufacturing Corporation and Carey Chen (filed herewith).
10.3#	Performance Stock Unit Award Agreement (Inducement) dated October 23, 2023 by and between Fathom Digital Manufacturing Corporation and Carey Chen (filed herewith).
10.4#	Fathom Digital Manufacturing Corporation Executive Severance and Change in Control Plan (incorporated by reference to Exhibit 10.14 to Fathom's Current Report on Form 8-K filed with the SEC on December 30, 2021).
99.1**	Press Release dated October 23, 2023 (filed herewith).
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBR document

** The information in Exhibit 99.1 is being furnished and shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Indicates a management plan or compensatory arrangement.

SIGNATURES

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.

FATHOM DIGITAL MANUFACTURING CORPORATION

(registrant)

Date: October 23, 2023

By: /s/ Mark Frost

Name: Mark Frost

Title: Chief Financial Officer

Fathom Digital Manufacturing Corporation**October 23, 2023**

Carey Chen

Re: Offer Letter

Dear Carey:

On behalf of Fathom Digital Manufacturing Corporation, a Delaware corporation (together with its successors, the “Company”), I am pleased to confirm our offer to you for full-time employment in the position of Chief Executive Officer of the Company, reporting to the Company’s Board of Directors. In this position, you will be an executive officer of the Company. Your employment under this letter agreement (this “Agreement”) will be effective on October 23, 2023 (the “Effective Date”), subject to the terms and conditions of this Agreement. Notwithstanding the full-time nature of your employment, the Board has approved your continued participation in the following outside activities, provided that such activities do not, individually or in the aggregate, conflict or materially interfere with your duties for the Company: (i) Chairman of the board of directors of Roberts Hawaii, Inc., (ii) independent board advisor to Seasons Best Landscaping, and (iii) independent board advisor to KarYard LLC.

In connection with your employment with the Company, you will be entitled to the following compensation and benefits package, as approved by the Company’s Board of Directors (the “Board”) or its Compensation Committee (the “Committee”):

Compensation and Benefits

Base Salary: As of the Effective Date, you will be paid a base salary at an annual rate of \$500,000 (less applicable tax withholdings), as adjusted by the Board or the Committee from time-to-time, and payable in accordance with the Company’s standard payroll practices.

Annual Bonuses: Beginning for fiscal year 2024, you will be eligible to receive an annual bonus (less applicable tax withholdings) (each, an “Annual Bonus”) under the annual bonus plan adopted by the Board or the Committee in its discretion, subject to your continued service as an employee through the date Annual Bonuses are paid. The target amount of your Annual Bonus will be 100% of your annual base salary received during the applicable performance period.

Sign On Bonus: You will be eligible to receive a sign-on bonus of \$100,000 (less applicable tax withholdings) (the “Sign On Bonus”), to be paid in four equal quarterly installments (\$25,000 per installment) on each of (i) the date that is three (3) months following the Effective Date, (ii) the date that is six (6) months following the Effective Date, (iii) the date that is nine (9) months following the Effective Date and (iv) the date that is twelve (12) months following the Effective Date, in each case subject to your continued employment through the payment date. The Sign On Bonus will be subject to all applicable taxes and withholding and will be paid in accordance with the payment practices of the Company then in effect. In the event that your employment with the Company is terminated for any reason other than by the Company without “cause” (as defined in the Severance Plan referenced below) on or before the first (1st) anniversary of the Effective Date, you will immediately repay to the Company the gross amount of any Sign On Bonus installment paid to you prior to such termination of employment.

Long-Term Incentive Awards: You will be eligible to participate in the Fathom Digital Manufacturing Corporation 2021 Omnibus Incentive Plan (“Omnibus Plan”), as may be amended from time to time, as determined by the Board or the Committee in its discretion. The target amount of your annual long-term incentive award for calendar year 2024 will be 200% of your annual base salary, with the form of equity award and any vesting conditions to be determined by the Board or the Committee in its discretion.

Sign On Long-Term Incentive Award: Pursuant to the inducement grant exception to shareholder approval of equity plans set forth in NYSE Listing Rule 303A.08, and as an inducement material to you entering employment with the Company, on the Effective Date, you will receive the equity awards described below (the “Inducement Awards”). Each such award will be subject to the terms and conditions of the applicable equity award agreement:

- (i) time-vesting restricted stock units of Company common stock (“RSUs”) with a value at grant equal to \$500,000, which will vest, subject to your continued employment with the Company, on the third (3rd) anniversary of the grant date; and
- (ii) performance-vesting RSUs with a value equal to \$500,000, which will vest in tranches subject to (a) the Company attaining certain stock price growth hurdles during overlapping two (2)- through five (5)-year performance periods and (b) your continued service through the later of (x) the fourth (4th) anniversary of the award’s grant date and (y) the date on which a particular stock price growth hurdle is attained.

The number of time-vesting RSUs subject to the time-vesting Inducement Award above will be determined by dividing the grant value set forth above by the closing price of a share of the Company’s common stock on the last trading date immediately preceding the grant date of such time-vesting Inducement Award. The number of performance-vesting RSUs subject to the performance-vesting Inducement Award above will be determined by dividing the grant value set forth above by the applicable stock price growth hurdle (as set forth in the applicable equity award agreement).

Executive Severance Plan: You will be eligible for severance and change in control benefits under the Fathom Digital Manufacturing Corporation Executive Severance and Change in Control Plan (the “Severance Plan”) as a “Tier 1 Executive” if your employment is terminated by the Company without “cause” or if you resign from your employment with “good reason” (in each case, as defined in the Severance Plan), subject to the terms and conditions thereof, including the tax withholding provisions and the requirements to execute and deliver an effective general release of claims against the Company, its affiliates and related parties and comply with certain non-solicitation, non-disclosure and non-competition covenants. For additional information, please consult the Severance Plan document.

Other Benefits: You will be eligible to participate in all other benefit plans generally offered to other senior executives of the Company in similar positions and with similar responsibilities (subject to any applicable waiting periods and other restrictions) which includes paid time off and paid company holidays. From the Effective Date until the expiration of the waiting period applicable to you under the Company’s group health plans, the Company will reimburse you for the cost of any premiums incurred by you for continued health coverage under COBRA for you and your qualified dependents under your prior employer’s group health plans.

Relocation: The Company will reimburse up to a maximum total amount of \$100,000 in expenses incurred by you in connection with your relocation to the Hartland, Wisconsin area, including the sale of a home, closing costs, moving of household goods and temporary housing, in each case upon the submission of appropriate receipts. Any expenses to be reimbursed by the Company must be incurred prior to October 31, 2024 and presented to the Company for reimbursement within thirty (30) days of the date incurred. The Company will pay all such reimbursable expenses incurred in 2023 in January 2024, and will reimburse you for all such reimbursable expenses incurred in 2024 within thirty (30) days of such submission of appropriate receipts (but in no event later than December 31, 2024).

Other Terms of Employment

Stock Ownership Guidelines: As the Chief Executive Officer of the Company, you will be required to hold three (3) times your annual base salary in Company shares in accordance with the Company's Stock Ownership Guidelines. Please consult the actual Stock Ownership Guidelines for additional information, including the type of equity counted towards meeting the Stock Ownership Guidelines.

Company Policies: You and the compensation and benefits offered hereunder or in connection with your employment will be subject to Company policies, including with respect to insider trading and compensation recovery and/or recoupment, that are currently in place or that may be adopted by the Company to comply with applicable law or to comport with good corporate governance practices, as such policies may be amended from time to time.

At-Will Employment; Officer/Board/Committee Resignations: Your employment is at-will, meaning that you or the Company can terminate your employment without cause or reason at any time. Upon the termination of your employment for any reason, you will be deemed to have resigned, without any further action by you, from any and all positions (including, but not limited to, any officer and/or director positions or positions as a fiduciary of any of the Company's employee benefit plans) that you, immediately prior to such termination, (i) held with the Company or any of its subsidiaries and (ii) held with any other entities at the direction of or as a result of your affiliation with the Company. If, for any reason, this paragraph is deemed to be insufficient to effectuate such resignations, then you will, upon the Company's request, execute any documents or instruments that the Company may deem necessary or desirable to effectuate such resignations.

Outside Business Activities: During your employment, you will devote your best efforts and full business time and attention to the Company, and you will not engage in any other business activity or have any other business pursuits or interests, unless such activity, pursuit or interest is approved by the Board in writing.

Restrictive Covenant Agreement: As a condition of your employment, you will be required to review and sign the Fathom Digital Manufacturing Corporation Executive Restrictive Covenant Agreement, attached hereto as **Appendix A**, that includes confidentiality, work product assignment and post-employment non-competition and non-solicitation provisions that will protect the Company's ongoing interests.

Employment Eligibility: In compliance with the Immigration Control and Reform Act, this offer of employment is contingent upon your showing proof, within three (3) days of commencing work, of eligibility and right to work in the United States. Proof is comprised of original documents that establish your identity and your eligibility to work in this country. This employment offer is also contingent upon your execution and return of all employment-related documents, including **Exhibit 1 to Appendix A** attached hereto, as well as satisfactory reference and background checks.

This letter supersedes any prior oral or written agreements or understandings with the Company related to your employment and cannot be changed except in a writing signed by an authorized executive of the Company.

Please indicate your acceptance of this offer (including **Appendix A**) by signing in the space provided below and returning one copy of this letter to me at your earliest convenience. Should you have any questions, please feel free to call me.

Sincerely,

/s/ TJ Chung

Name: TJ Chung
Title: Chairman of the Board of Directors
Fathom Digital Manufacturing Corporation

Accepted and agreed:

/s/ Carey Chen

Carey Chen

Date: 10/23/2023

Appendix A
Fathom Digital Manufacturing Corporation Executive Restrictive Covenant Agreement

DEFINITIONS

As used in this Appendix A, the following terms shall have the following meanings:

“Business” means (i) the businesses of (A) prototyping and low-volume services for in-house additive manufacturing technologies, (B) precision sheet metal and finishing services ranging from prototype through mid-volume production, including internal sheet metal cutting and forming solutions, (C) chemical etching for aerospace and defense, electronics, medical, automotive and other industries and (D) three-dimensional (“3D”) printing and processing and computer numerical control (“CNC”) machining, injection molding and industrial design capabilities, or (ii) any other business of the Company Group as conducted or contemplated to be conducted as of the date of termination of your employment and/or during the Non-Compete Period, and in respect of which you have been materially involved or about which you have acquired Confidential Information during the course of your employment.

“Client or Potential Client” means each and every person and/or entity who or which, at any time during the two (2) years prior to the termination of your employment, (i) contracted for, was billed for, or received from the Company Group any product or service with which you worked directly or indirectly during your employment with the Company Group or about which you acquired Confidential Information during your employment with the Company Group; or (ii) was in contact with you or in contact with any other employee or agent of the Company Group concerning any product or service with which you worked directly or indirectly during your employment with the Company Group or about which you acquired Confidential Information during your employment with the Company Group; or (iii) was solicited by the Company Group or the Company Group expended substantial efforts on developing plans to solicit, in each case in an effort in which you were involved or of which you were aware while you were employed by the Company Group.

“Company Group” means Fathom Digital Manufacturing Corporation and its direct and indirect subsidiaries.

“Confidential Information” means any confidential or privileged information with respect to the Company Group. For purposes of this Appendix A, “Confidential Information” includes, but is not limited to, (a) any information, in any form whatsoever (including written, electronic, and oral information), relating to the Company Group, its business, employees, clients, vendors, or anyone else, that is not generally known outside of the Company Group, including, without limitation, information relating to the business methods, corporate plans, management systems, finances, new business opportunities, research and development projects, marketing or sales of any past, present or future product or service; secret formulae, processes, inventions, designs, know-how discoveries, technical specifications and other technical information relating to the creation, production or supply of any past, present or future product or service of the Company and/or any member of the Company Group; lists or details of Clients or Potential Clients or suppliers or the arrangements made with any Clients or Potential Clients or supplier; and any information in respect of which the Company and/or any member of the Company Group owes an obligation of confidentiality to any third party; and (b) any such information relating to any other person or entity that has been provided to the Company Group pursuant to an agreement that requires the Company Group to maintain the confidentiality of the information.

“**Controlled Affiliates**” means any other Person of which you directly or indirectly own more than fifty percent (50%) of the voting equity interest or of which you are entitled, directly or indirectly, by contract or otherwise, to appoint a majority of the board of directors, board of managers, or comparable body of such Person.

“**Geographic Area**” means North America and any other jurisdiction in which the Company Group engages in the Business at or during the relevant time.

“**Non-Compete Period**” means the period of your employment and the eighteen (18)-month period following the termination of your employment for any reason.

“**Person**” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, or other entity or any governmental authority.

“**Work Product**” means all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, trade dress, logos and all similar or related information (whether patentable or unpatentable) which relates to actual or anticipated business, operations, research and development of existing or future products or services of the Company Group and which are conceived, developed or made by you (whether or not during usual business hours and whether or not alone or in conjunction with any other person) during your period of employment together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing. Notwithstanding the foregoing, “Work Product” shall not include the patents and other assets set forth on Exhibit 1 hereto. You hereby represent and warrant that the patents and other assets owned by you set forth on Exhibit 1 are not related in any way to the Company Group, except as stated therein.

CONFIDENTIALITY

In your position, you will have access to and be dealing with Confidential Information. In exchange for being provided access to such Confidential Information, you covenant and agree that, at all times during and after your employment with the Company Group, you will not, without prior written authorization from the Board or its designee, directly or indirectly disclose to any person, firm, association or corporation or use for your own benefit or gain any Confidential Information, provided that your disclosure of Confidential Information in the course of properly fulfilling your duties to the Company Group shall not be considered to be a breach of this covenant and provided further that this covenant is subject to any disclosure required by law or regulatory agency (provided that you provide the Company with advance written notice of such requirement, to the extent permitted by law, and reasonably cooperate with the Company should it seek to limit such disclosure). For the avoidance of doubt, this Appendix A does not prohibit or restrict you (or your attorney) from responding to any inquiry about this Appendix A or its underlying facts and circumstances by the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other self-regulatory organization or governmental entity, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. You understand and acknowledge that you do not need the prior authorization of the Company Group to make any such reports or disclosures and that you are not required to notify the Company Group that you have made such reports or disclosures.

Breach of confidentiality is a serious matter and could result in termination for cause. Upon cessation of employment for any reason, you agree to return all property of the Company Group, both in electronic and paper form and including all client records, product information, business plans etc., and you agree not to retain any copies of such property.

RETURN OF PROPERTY

At any time during your period of employment or following its termination (for whatever reason), as requested by the Company and/or any member of the Company Group, you agree to:

- return to the Company or any member of the Company Group or, if instructed by the Company and/or any member of the Company Group, irretrievably destroy or delete any of the following in your possession, custody and/or directly or indirectly under your control:
 - any documents, drawings, designs, computer files or software, visual or audio tapes or other materials containing information whether stored on any magnetic or optical disk or memory card/stick or otherwise (including, without limitation, Confidential Information) and/or any copies or extracts of the same relating to the Business; and
 - any other property of the Company and/or any member of the Company Group;
- inform the Company of all passwords, passcodes, pin numbers and any other similar information used by you in relation to any information technology systems, vehicles, rooms and/or any other secured property of the Company and/or any member of the Company Group; and
- disclose to the Company details of all prospective customers engaged in negotiations with the Company or any member of the Company Group in the twelve (12) months prior to the termination of your employment with whom you were personally involved with a view to obtaining goods or services from the Company or any member of the Company Group or in relation to whom you have acquired Confidential Information.

NON-COMPETITION

The Company Group is in a highly competitive business and invests substantial time, money, and effort to, among other things, provide employees with specialized skills and to develop goodwill and relationships with clients and potential clients. Accordingly, you covenant and agree that, during the Non-Compete Period, you shall not, and shall cause your Controlled Affiliates not to, without the Company's express written consent, directly or indirectly, anywhere in the Geographic Area, either for yourself or through any other Person, have an ownership interest in, manage, participate, operate, control, permit your name to be used by, perform services for or otherwise become involved in (whether as an officer, director, manager, employee, investor, partner, proprietor, stockholder, member, trustee, consultant, agent, representative, broker, promoter or otherwise), any Person engaging in the Business. Notwithstanding the foregoing, nothing in this Section 7(a) shall prohibit (i) you or any of your Controlled Affiliates from having a passive ownership interest of not more than one percent (1.0%) of any publicly traded entity whose securities have been registered under the Securities Act of 1933, as amended, or Section 12 of the Securities Exchange Act of 1934, as amended, so long as neither you nor any of your Controlled Affiliates participates in any way in the management, operation or control of such public traded entity; or (ii) you from engaging in any activities or performing any services in connection with your employment with the Company Group. If you should violate this non-competition restriction, the Non-Compete Period will not expire during any period in which you are in violation and shall automatically be extended by the length of such period of violation.

NON-SOLICITATION

During the Non-Compete Period, shall not, and shall cause your Controlled Affiliates not to, without the Company's express written consent, directly or indirectly, anywhere in the Geographic Area, either for yourself or through any other Person:

- Directly or indirectly, with the purpose or effect of competing or interfering with any part of the Business, attempt to solicit, call upon, or accept the business of any Client or Potential Client; or
- Directly or indirectly employ, solicit for employment or otherwise engage or endeavor to entice away from the Company Group any person who is employed by Company Group as of the date of your termination or call upon or encourage any employee, consultant or independent contractor of the Company Group to cease being employed or engaged by the applicable member of the Company Group.

If you should violate this non-solicitation restriction, the Non-Compete Period will not expire during any period in which you are in violation and shall automatically be extended by the length of such period of violation.

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

You hereby assign, transfer and convey to the Company Group all of your right, title, and interest to and in all Work Product. You agree that all Work Product belongs in all instances to the Company Group. You will promptly disclose such Work Product to the Company Group and perform all actions reasonably requested by the Company Group (whether during or after your period of employment) to establish and confirm the Company Group's ownership of such Work Product (including, without limitation, the execution and delivery of assignments, consents, powers of attorney and other instruments) and to provide reasonable assistance to the Company Group (whether during or after your period of employment) in connection with the prosecution of any applications for patents, trademarks, trade names, service marks or reissues thereof or in the prosecution or defense of interferences relating to any Work Product. You recognize and agree that the Work Product, to the extent copyrightable, constitutes works for hire under the copyright laws of the United States.

NON-DISPARAGEMENT

You hereby agree that you shall not, in any manner, directly or indirectly, make any oral or written statement to any person that disparages or places any member of the Company Group or any of their respective officers, shareholders, members, advisors, partners or directors, in a false or negative light; provided that nothing herein is intended to or should be construed to prevent you from fully and truthfully responding to a subpoena or other legal process or request by a governmental or regulatory body, testifying fully and truthfully in any action, proceeding or regulatory matter, or otherwise reporting in good faith possible violations of law or regulations to any governmental agency or governmental entity or making disclosures that are protected under whistleblower or other provisions of the law.

MISCELLANEOUS

You represent that you have read and understand this Appendix A and it does not prevent you from earning a living or pursuing your career. You agree that the restrictions contained in this Appendix A are reasonable, proper and necessitated by the Company Group's legitimate business interests. You are entering into this Appendix A freely and with knowledge of its content and with the intent to be bound by this Appendix A and the restrictions contained in it.

You agree that any breach of the covenants contained herein will cause irreparable harm to the Company Group and that damages arising from a breach may be difficult to determine. You therefore agree and acknowledge that, in addition to all other remedies provided at law or in equity, the Company Group will be entitled to specific performance and temporary and permanent injunctive relief, from any court of competent jurisdiction, restraining any breaches by you or others acting in concert with you, without the necessity of the Company Group proving actual damages or posting a bond. If the Company Group prevails in any action hereunder, in whole or in part, you will also be liable for the Company Group's attorneys' fees and costs in connection with such action and any related proceedings.

If any of the restrictions which are expressed in this Appendix A to apply during a particular period shall be held to be void, but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

All claims arising hereunder, or relating hereto, shall be governed by the laws of the State of Delaware, without regard to its conflict of law rules. You and the Company agree to submit to the personal jurisdiction of the state and federal courts sitting in the State of Delaware, in any action or proceeding arising out of or relating to this Appendix A and further agreement that all claims in respect of the action or proceeding may be heard and determined only in such courts.

This Appendix A and all schedules and exhibits hereto, together with the offer letter of which this Appendix A forms a part, embody the entire agreement of the parties hereto respecting the matters within its scope and supersedes all other prior agreements (including, without limitation, any offer letters, term sheets and correspondence relating thereto), whether written or oral, that directly or indirectly bear upon the subject matter hereof. This Appendix A may not be amended, modified or changed (in whole or in part), except by written agreement executed by both of the parties hereto.

If any provision of this Appendix A or any schedule hereto is found to be void or unenforceable, in whole or in part, the void or unenforceable provision shall be severed. If a provision of this Appendix A or any schedule hereto is found to be too broad, then that provision shall be limited and enforced in its limited form to the maximum extent possible under applicable law.

The Company may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this Appendix A by you without in any way prejudicing or affecting its rights in respect of any part of that liability or any other liability or right not so released, compounded, compromised, waived or postponed. No single or partial exercise, or failure or delay in exercising any right, power or remedy by the Company shall constitute a waiver by it of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Appendix A or otherwise.

EXHIBIT 1

EXCLUDED FROM WORK PRODUCT

FATHOM DIGITAL MANUFACTURING CORPORATION**RESTRICTED STOCK UNIT AWARD AGREEMENT (INDUCEMENT)**

THIS RESTRICTED STOCK UNIT AGREEMENT (this "Agreement") is made effective as of October 23, 2023 (the "Grant Date") by and between Fathom Digital Manufacturing Corporation, a Delaware corporation (the "Company"), and Carey Chen (the "Participant").

WHEREAS, the Participant is commencing employment with the Company as its Chief Executive Officer; and

WHEREAS, the Board of Directors of the Company (the "Board") has approved the grant to the Participant of the Restricted Stock Units evidenced by this Agreement as of the date hereof as a material inducement to the Participant to accept employment with the Company pursuant to Section 303A.08 of the NYSE Listed Company Manual.

NOW, THEREFORE, in consideration of the premises and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

1. Plan Provisions. The Restricted Stock Units are being granted as an inducement award pursuant to Section 303A.08 of the NYSE Listed Company Manual and not under any equity incentive compensation program or plan of the Company. Notwithstanding the preceding sentence, this Agreement shall be construed as if such Restricted Stock Units had been granted under the Company's 2021 Omnibus Incentive Plan, as in effect and as amended from time to time (the "Plan"), in accordance and consistent with, and subject to, the provisions of the Plan, the terms of which are incorporated herein by reference. For the avoidance of doubt, in the event that any Restricted Stock Units awarded hereunder are cancelled, forfeited or otherwise settled or terminated without a distribution of shares of the Company's Common Stock, or if any shares of Common Stock underlying the Restricted Stock Units are withheld to cover taxes, such shares of Common Stock will not thereafter be deemed to be available for issuance under the Plan. Except as expressly set forth herein, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. Capitalized terms used but not defined in this Agreement have the meanings set forth in the Plan.

2. Grant and Vesting of Restricted Stock Units.

(a) Shares Subject to Award. As of the Grant Date, the Participant will be credited with 151,515 Restricted Stock Units. Each Restricted Stock Unit is a notional amount that represents the right to receive one Share of Common Stock of the Company, subject to the terms and conditions of the Plan and this Agreement, if and when the Restricted Stock Unit vests.

(b) Vesting. The Restricted Stock Units shall vest in full on the third (3rd) anniversary of the Grant Date, subject to the Participant's continuous service with the Company or a Subsidiary or Affiliate thereof, as applicable, whether as an Employee, Director, or Consultant ("Service"), from the Grant Date through such vesting date; provided, that notwithstanding anything herein to the contrary, no Restricted Stock Unit shall vest prior to the

later to occur of (i) the date on which the grant of such Restricted Stock Units has been approved by the Company's shareholders (solely to the extent NYSE deems the grant under this Agreement to fail to satisfy the requirements for an inducement award under Section 303A.08 of the NYSE Listed Company Manual) or (ii) the date on which a registration statement on Form S-8 with respect to the Shares has been filed. For the avoidance of doubt, if the Participant incurs a change in status from an Employee to a Director of the Company or an Affiliate before the Restricted Stock Units have vested, such change in status alone shall not constitute a termination of Service for purposes of this Award.

3. Rights as a Stockholder.

(a) Unless and until a Restricted Stock Unit has vested and the Share underlying it has been distributed to the Participant, the Participant will not be entitled to vote in respect of that Restricted Stock Unit or that Share.

(b) If the Company declares a cash dividend on its Shares, then, on the payment date of the dividend, the Participant will be credited with dividend equivalents equal to the amount of cash dividend per Share multiplied by the number of Restricted Stock Units credited to the Participant through the record date. The dollar amount credited to the Participant under the preceding sentence will be credited to an account ("Account") established for the Participant for bookkeeping purposes only on the books of the Company. The balance in the Account will be subject to the same terms regarding vesting and forfeiture as the Participant's Restricted Stock Units awarded under this Agreement, and will be paid in cash in a single sum at the time that the Shares associated with the Participant's Restricted Stock Units are delivered (or forfeited at the time that the Participant's Restricted Stock Units are forfeited).

4. Termination of Service; Breach of Restrictive Covenants.

(a) Any Termination. In the event that the Participant's Service terminates for any reason, any Restricted Stock Units that are not then vested shall terminate and be cancelled immediately upon such termination of Service.

(b) Termination for Cause; Breach of Restrictive Covenants. In the event that (i) the Participant's Service terminates for Cause or (ii) the Participant breaches any written restrictive covenant agreement with the Company or a Subsidiary or Affiliate thereof (whether prior to or after the termination of the Participant's Service), all Restricted Stock Units held by the Participant, whether vested or unvested, shall terminate and be cancelled immediately upon such termination of Service.

5. Timing and Form of Payment. Once a Restricted Stock Unit vests, the Participant will be entitled to receive a Share in its place, subject to the satisfaction of applicable tax obligations, including, without limitation, the Company's right to effect a mandatory "sell to cover" transaction on the Participant's behalf in accordance with Section 6 of this Agreement and Section 16 of the Plan. Delivery of the Share will be made as soon as administratively feasible following the vesting of the associated Restricted Stock Unit. Shares will be credited to an account established for the benefit of the Participant with the Company's administrative agent. The Participant will have full legal and beneficial ownership of the Shares at that time.

6. **Tax Withholding: Authorization of Mandatory Sale to Satisfy Tax Obligation.** The Company or any Affiliate thereof shall, in accordance with Section 16 of the Plan, have the power to withhold, or require the Participant to remit to the Company or such Affiliate thereof, cash or Shares that are distributable to the Participant with respect to the Restricted Stock Units in an amount sufficient to satisfy the federal, state, and local withholding tax requirements, both domestic and foreign, relating to such transaction, and the Company or such Affiliate thereof may defer payment of cash or issuance of Shares until such requirements are satisfied; provided, however, that such amount may not exceed the maximum statutory withholding rate. Without limiting the foregoing or the Company's rights to satisfy withholding obligations as described under Section 16 of the Plan, and notwithstanding anything to the contrary in this Agreement, the Participant hereby authorizes the Company to satisfy the applicable tax withholding or remittance requirements by arranging, on the Participant's behalf, a mandatory sale (a "sell to cover" transaction) of a number of Shares issuable in respect of the Restricted Stock Units sufficient to satisfy such applicable tax obligation and collecting and retaining the proceeds of such mandatory sale for remittance to the appropriate tax or other governmental authority.

7. **Nontransferability of Restricted Stock Units.** The Restricted Stock Units granted hereunder may not be sold, transferred, pledged, assigned, encumbered or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution or, on such terms and conditions as the Administrator shall establish, to a permitted transferee.

8. **Beneficiary Designation.** The Participant may from time to time name any beneficiary or beneficiaries (who may be named contingently or successively) by whom any right under the Plan and this Agreement is to be exercised in case of his or her death. Each designation will revoke all prior designations by the Participant, shall be in a form reasonably prescribed by the Administrator, and will be effective only when filed by the Participant in writing with the Administrator during his or her lifetime.

9. **Adjustments.** The Shares subject to the Restricted Stock Units may be adjusted in any manner as contemplated by Section 6 of the Plan.

10. **Requirements of Law.** The issuance of Shares following vesting of the Restricted Stock Units shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. No Shares shall be issued upon vesting of any portion of the Restricted Stock Units granted hereunder, if such issuance would result in a violation of applicable law, including the U.S. federal securities laws and any applicable state or foreign securities laws.

11. **No Guarantee of Continued Service.** Nothing in the Plan or in this Agreement shall interfere with or limit in any way the right of the Company or an Affiliate thereof to terminate the Participant's Service at any time or confer upon the Participant any right to continued Service.

12. **No Rights as a Stockholder.** Except as provided in Section 3 above or as otherwise required by law, the Participant shall not have any rights as a stockholder with respect to any Shares covered by the Restricted Stock Units granted hereunder prior to the date on which he or she is recorded as the holder of those Shares on the records of the Company.

13. Interpretation; Construction. Any determination or interpretation by the Administrator under or pursuant to this Agreement shall be final and conclusive on all persons affected hereby. Except as otherwise expressly provided in the Plan, in the event of a conflict between any term of this Agreement and the terms of the Plan, the terms of the Plan shall control.

14. Miscellaneous.

(a) Notices. All notices, requests, demands, letters, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, mailed, certified or registered mail with postage prepaid, sent by next-day or overnight mail or delivery, or sent by fax, as follows:

(i) If to the Company:

Fathom Digital Manufacturing Corporation
1050 Walnut Ridge Drive
Hartland, WI 53029
Attention: Chief Human Resources Officer

(ii) If to the Participant, to the Participant's last known home address,

or to such other person or address as any party shall specify by notice in writing to the Company. All such notices, requests, demands, letters, waivers and other communications shall be deemed to have been received (w) if by personal delivery on the day after such delivery, (x) if by certified or registered mail, on the fifth business day after the mailing thereof, (y) if by next-day or overnight mail or delivery, on the day delivered, or (z) if by fax, on the day delivered, *provided that* such delivery is confirmed.

(b) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(c) No Guarantee of Future Awards. This Agreement does not guarantee the Participant the right to or expectation of future Awards under the Plan or any future plan adopted by the Company.

(d) Waiver. Either party hereto may by written notice to the other (i) extend the time for the performance of any of the obligations or other actions of the other under this Agreement, (ii) waive compliance with any of the conditions or covenants of the other contained in this Agreement and (iii) waive or modify performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this

Agreement, including, without limitation, any investigation by or on behalf of either party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by either party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise the same at any subsequent time or times hereunder.

(e) Entire Agreement; Amendment. This Agreement, together with the Plan, constitutes the entire obligation of the parties with respect to the subject matter of this Agreement and supersedes any prior written or oral expressions of intent or understanding with respect to such subject matter (provided, that this Agreement shall not supersede any written employment agreement or other written agreement between the Company and the Participant, including, but not limited to, any written restrictive covenant agreements). This Agreement may be amended as provided in the Plan.

(f) Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

(g) Code Section 409A Compliance. The Restricted Stock Units are intended to be exempt from or comply with the requirements of Code Section 409A and this Agreement shall be interpreted accordingly. Notwithstanding any provision of this Agreement, to the extent that the Administrator determines that any portion of the Restricted Stock Units granted under this Agreement is subject to Code Section 409A and fails to comply with the requirements of Code Section 409A, notwithstanding anything to the contrary contained in the Plan or in this Agreement, the Administrator reserves the right to amend, restructure, terminate or replace such portion of the Restricted Stock Units in order to cause such portion of the Restricted Stock Units to either not be subject to Code Section 409A or to comply with the applicable provisions of such section.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, regardless of the law that might be applied under principles of conflict of laws.

(i) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

(k) Erroneously Awarded Compensation. Notwithstanding any provision in the Plan or in this Agreement to the contrary and in consideration of receiving this Award, the Award and any dividend equivalents (including the gross amount of any proceeds, gains or other economic benefit Participant actually or constructively receives upon receipt of this Award, or the receipt or resale of any Shares underlying this Award or any other amounts or benefits as required by applicable law) shall be subject to recoupment by the Company to the extent required to comply with applicable law or any compensation recovery and/or recoupment policy adopted and amended from time to time by the Company (including after the Grant Date) to comply with applicable law, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or to comport with good corporate governance practices.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and the Participant have duly executed this Agreement as of the date first above written.

FATHOM DIGITAL MANUFACTURING
CORPORATION

By: /s/ Caprice Perez

Name: Caprice Perez

Title: Chief Human Resources Officer

PARTICIPANT

/s/ Carey Chen

Name: Carey Chen

[Signature Page to Restricted Stock Unit Agreement]

FATHOM DIGITAL MANUFACTURING CORPORATION**PERFORMANCE STOCK UNIT AWARD AGREEMENT (INDUCEMENT)**

THIS PERFORMANCE STOCK UNIT AGREEMENT (this "Agreement") is made effective as of October 23, 2023 (the "Grant Date") by and between Fathom Digital Manufacturing Corporation, a Delaware corporation (the "Company"), and Carey Chen (the "Participant").

WHEREAS, the Participant is commencing employment with the Company as its Chief Executive Officer; and

WHEREAS, the Board of Directors of the Company (the "Board") has approved the grant to the Participant of the performance-based Restricted Stock Units (the "Performance Stock Units") evidenced by this Agreement as of the date hereof as a material inducement to the Participant to accept employment with the Company pursuant to Section 303A.08 of the NYSE Listed Company Manual.

NOW, THEREFORE, in consideration of the premises and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

1. Plan Provisions. The Performance Stock Units are being granted as an inducement award pursuant to Section 303A.08 of the NYSE Listed Company Manual and not under any equity incentive compensation program or plan of the Company. Notwithstanding the preceding sentence, this Agreement shall be construed as if such Performance Stock Units had been granted under the Company's 2021 Omnibus Incentive Plan, as in effect and as amended from time to time (the "Plan"), in accordance and consistent with, and subject to, the provisions of the Plan, the terms of which are incorporated herein by reference. For the avoidance of doubt, in the event that any Performance Stock Units awarded hereunder are cancelled, forfeited or otherwise settled or terminated without a distribution of shares of the Company's Common Stock, or if any shares of Common Stock underlying the Performance Stock Units are withheld to cover taxes, such shares of Common Stock will not thereafter be deemed to be available for issuance under the Plan. Except as expressly set forth herein, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. Capitalized terms used but not defined in this Agreement have the meanings set forth in the Plan.

2. Grant and Vesting of Performance Stock Units.

(a) Shares Subject to Award. As of the Grant Date, the Participant will be credited with 104,911 Performance Stock Units. Each Performance Stock Unit is a notional amount that represents the right to receive one Share of Common Stock of the Company, subject to the terms and conditions of the Plan and this Agreement, if and when the Performance Stock Unit vests.

(b) Performance Goals. Each of the performance goals (each, a "Performance Goal") applicable to the Performance Stock Units have been set forth in Exhibit A hereto. The Performance Goals must be attained, if at all, during the performance period applicable to each Performance Goal, as specified in Exhibit A for the respective Performance Goal (as applicable, the "Performance Period").

(c) **Vesting.** The Performance Stock Units are eligible to vest in six (6) equal tranches, with each tranche being subject to a different Performance Goal. The vesting of the Performance Stock Units is contingent on (i) the Participant's continuous service with the Company or a Subsidiary or Affiliate thereof, as applicable, whether as an Employee, Director, or Consultant ("Service"), from the Grant Date through the later of (A) the fourth (4th) anniversary of the Grant Date and (B) the date on which the applicable Performance Goals are attained, and (ii) the attainment of the Performance Goals during the applicable Performance Period and the subsequent certification of that attainment by the Committee. In the event that any Performance Goal is not attained during the applicable Performance Period, all of the Performance Stock Units in the tranche subject to the attainment of such Performance Goal shall be forfeited automatically without compensation. Notwithstanding the foregoing or anything herein to the contrary, no Performance Stock Unit shall vest prior to the later to occur of (i) the date on which the grant of such Performance Stock Units has been approved by the Company's shareholders (solely to the extent NYSE deems the grant under this Agreement to fail to satisfy the requirements for an inducement award under Section 303A.08 of the NYSE Listed Company Manual) or (ii) the date on which a registration statement on Form S-8 with respect to the Shares has been filed. For the avoidance of doubt, if the Participant incurs a change in status from an Employee to a Director of the Company or an Affiliate before the Performance Stock Units have vested, such change in status alone shall not constitute a termination of Service for purposes of this Award.

3. Rights as a Stockholder.

(a) Unless and until a Performance Stock Unit has vested and the Share underlying it has been distributed to the Participant, the Participant will not be entitled to vote in respect of that Performance Stock Unit or that Share.

(b) If the Company declares a cash dividend on its Shares, then, on the payment date of the dividend, the Participant will be credited with dividend equivalents equal to the amount of cash dividend per Share multiplied by the number of Performance Stock Units credited to the Participant through the record date. The dollar amount credited to the Participant under the preceding sentence will be credited to an account ("Account") established for the Participant for bookkeeping purposes only on the books of the Company. The balance in the Account will be subject to the same terms regarding vesting and forfeiture as the Participant's Performance Stock Units awarded under this Agreement, and will be paid in cash in a single sum at the time that the Shares associated with the Participant's Performance Stock Units are delivered (or forfeited at the time that the Participant's Performance Stock Units are forfeited).

4. Termination of Service; Breach of Restrictive Covenants.

(a) Any Termination. In the event that the Participant's Service terminates for any reason, any Performance Stock Units that are not then vested shall terminate and be cancelled immediately upon such termination of Service.

(b) Termination for Cause; Breach of Restrictive Covenants. In the event that (i) the Participant's Service terminates for Cause or (ii) the Participant breaches any written restrictive covenant agreement with the Company or a Subsidiary or Affiliate thereof (whether prior to or after the termination of the Participant's Service), all Performance Stock Units held by the Participant, whether vested or unvested, shall terminate and be cancelled immediately upon such termination of Service.

5. **Timing and Form of Payment.** Once a Performance Stock Unit vests, the Participant will be entitled to receive a Share in its place, subject to the satisfaction of applicable tax obligations, including, without limitation, the Company's right to effect a mandatory "sell to cover" transaction on the Participant's behalf in accordance with Section 6 of this Agreement and Section 16 of the Plan. Delivery of the Share will be made as soon as administratively feasible following the vesting of the associated Performance Stock Unit. Shares will be credited to an account established for the benefit of the Participant with the Company's administrative agent. The Participant will have full legal and beneficial ownership of the Shares at that time.

6. **Tax Withholding: Authorization of Mandatory Sale to Satisfy Tax Obligation.** The Company or any Affiliate thereof shall, in accordance with Section 16 of the Plan, have the power to withhold, or require the Participant to remit to the Company or such Affiliate thereof, cash or Shares that are distributable to the Participant with respect to the Performance Stock Units in an amount sufficient to satisfy the federal, state, and local withholding tax requirements, both domestic and foreign, relating to such transaction, and the Company or such Affiliate thereof may defer payment of cash or issuance of Shares until such requirements are satisfied; provided, however, that such amount may not exceed the maximum statutory withholding rate. Without limiting the foregoing or the Company's rights to satisfy withholding obligations as described under Section 16 of the Plan, and notwithstanding anything to the contrary in this Agreement, the Participant hereby authorizes the Company to satisfy the applicable tax withholding or remittance requirements by arranging, on the Participant's behalf, a mandatory sale (a "sell to cover" transaction) of a number of Shares issuable in respect of the Performance Stock Units sufficient to satisfy such applicable tax obligation and collecting and retaining the proceeds of such mandatory sale for remittance to the appropriate tax or other governmental authority.

7. **Nontransferability of Performance Stock Units.** The Performance Stock Units granted hereunder may not be sold, transferred, pledged, assigned, encumbered or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution or, on such terms and conditions as the Administrator shall establish, to a permitted transferee.

8. **Beneficiary Designation.** The Participant may from time to time name any beneficiary or beneficiaries (who may be named contingently or successively) by whom any right under the Plan and this Agreement is to be exercised in case of his or her death. Each designation will revoke all prior designations by the Participant, shall be in a form reasonably prescribed by the Administrator, and will be effective only when filed by the Participant in writing with the Administrator during his or her lifetime.

9. **Adjustments.** The Shares subject to the Performance Stock Units may be adjusted in any manner as contemplated by Section 6 of the Plan.

10. **Requirements of Law.** The issuance of Shares following vesting of the Performance Stock Units shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. No Shares shall be issued upon vesting of any portion of the Performance Stock Units granted hereunder, if such issuance would result in a violation of applicable law, including the U.S. federal securities laws and any applicable state or foreign securities laws.

11. No Guarantee of Continued Service Nothing in the Plan or in this Agreement shall interfere with or limit in any way the right of the Company or an Affiliate thereof to terminate the Participant's Service at any time or confer upon the Participant any right to continued Service.

12. No Rights as a Stockholder. Except as provided in Section 3 above or as otherwise required by law, the Participant shall not have any rights as a stockholder with respect to any Shares covered by the Performance Stock Units granted hereunder prior to the date on which he or she is recorded as the holder of those Shares on the records of the Company.

13. Interpretation; Construction. Any determination or interpretation by the Administrator under or pursuant to this Agreement shall be final and conclusive on all persons affected hereby. Except as otherwise expressly provided in the Plan, in the event of a conflict between any term of this Agreement and the terms of the Plan, the terms of the Plan shall control.

14. Miscellaneous.

(a) Notices. All notices, requests, demands, letters, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, mailed, certified or registered mail with postage prepaid, sent by next-day or overnight mail or delivery, or sent by fax, as follows:

(i) If to the Company:

Fathom Digital Manufacturing Corporation
1050 Walnut Ridge Drive
Hartland, WI 53029
Attention: Chief Human Resources Officer

(ii) If to the Participant, to the Participant's last known home address,

or to such other person or address as any party shall specify by notice in writing to the Company. All such notices, requests, demands, letters, waivers and other communications shall be deemed to have been received (w) if by personal delivery on the day after such delivery, (x) if by certified or registered mail, on the fifth business day after the mailing thereof, (y) if by next-day or overnight mail or delivery, on the day delivered, or (z) if by fax, on the day delivered, *provided that* such delivery is confirmed.

(b) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(c) No Guarantee of Future Awards. This Agreement does not guarantee the Participant the right to or expectation of future Awards under the Plan or any future plan adopted by the Company.

(d) Waiver. Either party hereto may by written notice to the other (i) extend the time for the performance of any of the obligations or other actions of the other under this Agreement, (ii) waive compliance with any of the conditions or covenants of the other contained in this Agreement and (iii) waive or modify performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of either party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by either party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise the same at any subsequent time or times hereunder.

(e) Entire Agreement; Amendment. This Agreement, together with the Plan, constitutes the entire obligation of the parties with respect to the subject matter of this Agreement and supersedes any prior written or oral expressions of intent or understanding with respect to such subject matter (provided, that this Agreement shall not supersede any written employment agreement or other written agreement between the Company and the Participant, including, but not limited to, any written restrictive covenant agreements). This Agreement may be amended as provided in the Plan.

(f) Severability. If any provision of this Agreement or the application of any such provision to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

(g) Code Section 409A Compliance. The Performance Stock Units are intended to be exempt from or comply with the requirements of Code Section 409A and this Agreement shall be interpreted accordingly. Notwithstanding any provision of this Agreement, to the extent that the Administrator determines that any portion of the Performance Stock Units granted under this Agreement is subject to Code Section 409A and fails to comply with the requirements of Code Section 409A, notwithstanding anything to the contrary contained in the Plan or in this Agreement, the Administrator reserves the right to amend, restructure, terminate or replace such portion of the Performance Stock Units in order to cause such portion of the Performance Stock Units to either not be subject to Code Section 409A or to comply with the applicable provisions of such section.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, regardless of the law that might be applied under principles of conflict of laws.

(i) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

(k) Erroneously Awarded Compensation. Notwithstanding any provision in the Plan or in this Agreement to the contrary and in consideration of receiving this Award, the Award and any dividend equivalents (including the gross amount of any proceeds, gains or other economic benefit Participant actually or constructively receives upon receipt of this Award, or the receipt or resale of any Shares underlying this Award or any other amounts or benefits as required by applicable law) shall be subject to recoupment by the Company to the extent required to comply with applicable law or any compensation recovery and/or recoupment policy adopted and amended from time to time by the Company (including after the Grant Date) to comply with applicable law, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or to comport with good corporate governance practices.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and the Participant have duly executed this Agreement as of the date first above written.

FATHOM DIGITAL MANUFACTURING
CORPORATION

By: /s/ Caprice Perez

Name: Caprice Perez

Title: Chief Human Resources Officer

PARTICIPANT

/s/ Carey Chen

Name: Carey Chen

[Signature Page to Performance Stock Unit Agreement]

Exhibit A

Performance Goals

Performance Goal Tranche	Portion of PSUs Vesting	Value to be Delivered at Each Stock Price Hurdle	Stock Price Hurdle (determined using a baseline stock price of \$3.30) ^{(a)(b)}	Stock Price Growth ^(b)	Number of Shares Potentially Earnable Upon Achievement of Stock Price Hurdle ^(c)	Performance Period
1	1/6 th	\$83,333.33	\$4.13	25%	20,202	Within 2 years of the Grant Date
2	1/6 th	\$83,333.33	\$4.39	33%	18,987	Within 2 years of the Grant Date
3	1/6 th	\$83,333.33	\$4.69	42%	17,783	Within 3 years of the Grant Date
4	1/6 th	\$83,333.33	\$4.95	50%	16,835	Within 4 years of the Grant Date
5	1/6 th	\$83,333.33	\$5.21	58%	15,983	Within 4 years of the Grant Date
6	1/6 th	\$83,333.33	\$5.51	67%	15,121	Within 5 years of the Grant Date
Total PSUs					104,911	

- (a) The baseline stock price is \$3.30, representing the closing stock price of one Share as of the trading day immediately preceding the Grant Date.
- (b) Each Stock Price Hurdle relates to one tranche of the Performance Stock Unit award and represents a percentage of Stock Price Growth as compared to the baseline stock price. For a tranche of the Award to vest, the Company must achieve the tranche's Stock Price Hurdle within the tranche's Performance Period, as set forth in the above table. Whether the Stock Price Hurdle has been achieved is determined by calculating the trailing thirty (30) business day average of the closing stock price of one Share as of any measurement date that falls within the applicable Performance Period ("Average Stock Price"). For the avoidance of doubt, the first measurement date cannot occur until at least thirty (30) business days have elapsed from the Grant Date.

If the Average Stock Price equals or exceeds the Share Price Hurdle, the Performance Goal for the corresponding Award tranche has been achieved, subject to certification by the Committee and the other vesting conditions set forth herein, and the terms and conditions of the Agreement and the Plan.

- (c) Number of Shares earnable pursuant to the Award determined by taking the Award's grant value of \$500,000 and dividing it evenly across all six tranches, resulting in a per-tranche value of \$83,333. Then, take the per-tranche value and divide it by the Stock Price Hurdle to get the number of Shares earnable with respect to the tranche.

Press Release

Fathom Digital Manufacturing Corporation Appoints Carey Chen as Chief Executive Officer

HARTLAND, WI – October 23, 2023 — Fathom Digital Manufacturing Corp. (NYSE: FATH) (“Fathom” or the “Company”), an industry leader in on-demand digital manufacturing services, today announced that its Board of Directors has appointed Carey Chen as Chief Executive Officer of the Company. Mr. Chen will succeed Ryan Martin, effective immediately.

Mr. Chen has served as a member of Fathom’s Board of Directors since the Company became publicly listed in 2021 and served as a director of Fathom’s predecessor companies dating back to 2019. He is a widely respected business leader with significant global manufacturing experience coupled with an extensive background in supporting companies across the industrials landscape.

Prior to being appointed CEO of Fathom, Mr. Chen served as the President of Altix Corporation, a management consulting firm serving a broad array of industrial manufacturing companies. He also previously served as Chief Executive Officer of Cadrex Manufacturing Solutions and Incodema Holdings LLC, and as Executive Chairman and President of Cincinnati Incorporated. During his tenure at Cincinnati Incorporated, Mr. Chen led, at the time, the launch of the largest 3D printer in the world. He has also served on the Board of Directors of New Valence Robotics Corporation and Digital Alloys, Inc., both of which are additive manufacturing startups from MIT specializing in plastic and metal 3D printing systems and service bureau solutions.

“Fathom Digital Manufacturing is moving in a critical strategic direction aimed at fortifying our future in the on-demand digital manufacturing services industry,” said TJ Chung, Chairman of Fathom’s Board of Directors. “Given Carey’s proven track record, his expertise leading complex industrial companies, and his intimate knowledge of Fathom, we are confident his leadership is the ideal fit to drive the Company forward as we work towards achieving our next phase of growth.”

Mr. Chung, added, “On behalf of the entire Board, I would also like to thank Ryan Martin for his leadership and the numerous contributions he made in helping Fathom grow into an industry leader. We wish him well in his future endeavors.”

Carey Chen, Fathom’s incoming Chief Executive Officer, said, “The on-demand digital manufacturing services space continues to evolve. We have a significant market opportunity to further develop emerging technologies and pioneer new standards in on-demand digital manufacturing with 3D printing services, metal cutting, CNC machining, injection molding, amongst other capabilities to further meet and exceed our customers’ needs. I am energized and excited to work with Fathom’s talented team and help take the Company to even greater heights.”

Mr. Chen earned an MBA from the University of Illinois at Urbana-Champaign and a BS in Applied Mathematics from the University of California at Los Angeles.

About Fathom Digital Manufacturing

Fathom is one of the largest on-demand digital manufacturing platforms in North America, serving the comprehensive product development and low- to mid-volume manufacturing needs of some of the largest and most innovative companies in the world. With more than 25 quick turn manufacturing processes combined with an extensive national footprint, Fathom seamlessly blends in-house capabilities across plastic and metal additive technologies, CNC machining, injection molding and tooling, sheet metal fabrication, design and engineering, and more. Fathom has more than 35 years of industry experience and is at the forefront of the Industry 4.0 digital manufacturing revolution, serving customers in the technology, defense, aerospace, medical, automotive, IOT sectors, and others. Fathom's certifications include: ITAR Registered, ISO 9001:2015 Design Certified, ISO 9001:2015, ISO 13485:2016, AS9100:2016, and NIST 800-171. To learn more, please visit www.fathommfg.com.