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 15, 2018

NUVASIVE, INC.
(Exact name of registrant as specified in its charter)

Delaware	000-50744	33-0768598
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

7475 Lusk Boulevard, San Diego, California 92121
(Address of principal executive offices) (Zip Code)

(858) 909-1800
(Registrant's telephone number, including area code)

n/a
(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 (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company ☐

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

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

On October 19, 2018, NuVasive, Inc. (the "Company") issued a press release (the "Press Release") announcing that the Company's Board of Directors (the "Board") named J. Christopher Barry to succeed Gregory T. Lucier as Chief Executive Officer, effective November 5, 2018. Mr. Barry will join the NuVasive Board of Directors effective November 5, 2018, and Mr. Lucier will continue to serve as Chairman of the Board. A copy of the Press Release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

On October 15, 2018, the Board approved the appointment of Mr. Barry to succeed Mr. Lucier as the Company's Chief Executive Officer and the election of Mr. Barry to the Board, effective November 5, 2018. Mr. Barry will serve as a Class II Director and will be subject to re-election to the Board at the Company's 2021 Annual Meeting of Stockholders, subject to, and in accordance with, the Company's organizational documents. In connection with the election of Mr. Barry to the Board, the Board approved an increase in the size of the Board from nine to ten members. Following the election of Mr. Barry to the Board, the Board will be comprised of ten Directors, eight of whom qualify as independent Directors under NASDAQ rules. There are no family relationships between Mr. Barry and any Director or executive officer of the Company, and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Mr. Barry, age 46, joins the Company from Medtronic plc, a global medical technology company, where he has served as Senior Vice President and President, Surgical Innovations, since January 2015. Mr. Barry joined Medtronic following its January 2015 acquisition of Covidien plc, a global healthcare technology and medical supplies provider. Mr. Barry previously spent over 15 years with Covidien in various sales and leadership roles, most recently as President, Advanced Surgical Technologies, from October 2013 to January 2015. Mr. Barry received a Bachelor of Science in Environmental Science from Texas Tech University.

The Company entered into an employment letter with Mr. Barry, dated October 16, 2018 (the "Letter"), which establishes the terms of his employment as Chief Executive Officer. The Letter provides that Mr. Barry's initial base salary will be $800,000 per year and that Mr. Barry will be eligible to participate in the Company's annual bonus plan beginning in 2019, with a target bonus opportunity of 125% of base salary. Mr. Barry will also be eligible for 2019 long-term incentive ("LTI") awards with an aggregate grant date value of $4,000,000. In addition, to induce Mr. Barry to join the Company, the Board approved a one-time LTI award for Mr. Barry that is intended to replace a portion of the value of LTI awards that he forfeited upon leaving his former employer to join the Company. This replacement LTI award will be granted on November 5, 2018, with an aggregate grant date value of $4,500,000, which will be comprised of (i) $2,000,000 of time-based restricted stock units ("RSUs") subject to two-year ratable vesting on each of the first and second anniversaries of the date of grant, and (ii) $2,500,000 of performance restricted stock units ("PRSUs") subject to cliff vesting on the third anniversary of the date of grant. Upon vesting, the PRSUs will be subject to payout between 0%-100% of the target number of shares subject thereto based on the level of year-over-year improvement in the Company's non-GAAP earnings per share during the three-year performance period, as calculated for the 12-month period ended on September 30 of each year. Vesting of the PRSUs and RSUs will be subject to Mr. Barry's continued service with the Company and compliance with the terms of the grant agreements therefor and the Company's 2014 Equity Incentive Plan. Mr. Barry will also receive a one-time cash award of $500,000, less taxes and withholdings, and payable in April 2019. The cash award is intended to replace Mr. Barry's annual bonus opportunity for 2018, including amounts that he forfeited upon leaving his former employer to join the Company. Mr. Barry will be eligible for standard relocation benefits, severance benefits, health and welfare benefits, and other benefits afforded to the Company's employees and executives. The cash award and relocation benefits are subject to a benefits repayment obligation in the event of Mr. Barry's voluntary termination other than for "good reason" or termination by the Company for "cause" prior to November 5, 2020. If such a termination event occurs during the first 12 months of employment, Mr. Barry will be obligated to repay 100% of such benefits, and if such a termination event occurs during the second 12 months of employment, Mr. Barry will be obligated to repay 50% of such benefits.

On October 16, 2018, the Company also entered into its standard form of Change in Control Agreement with Mr. Barry, as well as its standard form of Indemnification Agreement. In consideration for entering into the Change in Control Agreement and as specified in the Letter, Mr. Barry also entered into a Proprietary Information, Inventions Assignment and Restrictive Covenant Agreement, pursuant to which he agreed to certain restrictive covenants for a period of two years following termination of employment, including non-competition and non-solicitation restrictions.

The foregoing information is a summary of select terms from the Letter, is not complete, and is qualified in its entirety by reference to the full text of the Letter, a copy of which is attached as Exhibit 99.2 to this Current Report on Form 8-K and incorporated herein by reference. The forms of Change in Control Agreement and Indemnification Agreement were previously filed with the Company's Current Report on Form 8-K on May 19, 2014, as Exhibits 99.1 and 99.2, which are incorporated herein by reference. The Company's Amended and Restated Executive Severance Plan was previously filed with the Company's Quarterly Report on Form 10-Q on July 27, 2017, as Exhibit 10.3, which is incorporated herein by reference.

On October 15, 2018, the Board approved the continued service of Mr. Lucier as the Chairman of the Board and the engagement of Mr. Lucier as a consultant to assist with the transition of his current responsibilities to Mr. Barry. The Company and Mr. Lucier entered into an amendment of Mr. Lucier's existing employment letter dated May 22, 2015 effective October 16, 2018 (the "Amendment"), which provides that Mr. Lucier will serve as an employee of the Company in a strategic advisory role during the period November 5, 2018 through December 1, 2018, after which he will serve as a consultant. From and after December 1, 2018, Mr. Lucier will be considered a non-employee Director and accordingly, will be eligible for the Company's non-employee Director compensation package. The Amendment provides that Mr. Lucier will receive a pro-rated bonus for the 2018 performance year in the amount of $553,438, with such bonus payable at such time that annual bonuses are paid to other senior executives for the 2018 performance year. The Amendment also specifies that Mr. Lucier's service as a consultant (as well as his service as a Director) shall be recognized and credited as continued service under the Company's 2014 Equity Incentive Plan and 2014 Executive Incentive Compensation Plan, such that Mr. Lucier's outstanding LTI awards shall remain outstanding and continue to vest in accordance with the terms thereof. If Mr. Lucier's service as a Director terminates because he is not nominated for re-election, he stands for re-election but is not re-elected, or he is removed as a Director other than for cause relating solely to his service as a Director, such termination of service shall be treated as an involuntary termination without cause, and any LTI awards that are not then vested shall be subject to pro-rata vesting, in accordance with the terms of Mr. Lucier's existing employment letter and the applicable award agreements. From and after December 1, 2018, Mr. Lucier will not be eligible for severance benefits, and he will not be treated as an employee for purposes of any health and welfare benefits, and other benefits afforded to the Company's employees and executives.

The Company also entered into a general consulting and services agreement with Mr. Lucier, effective October 16, 2018 (the "Consulting Agreement"), which establishes the terms of his engagement as a consultant. The Consulting Agreement contemplates that Mr. Lucier will provide consulting services to the Company from December 1, 2018 through May 31, 2020, and it provides that Mr. Lucier will receive compensation of $600,000 for 2019 and $125,000 for 2020. In addition, the Company and Mr. Lucier entered into an amendment of Mr. Lucier's existing Proprietary Information, Inventions Assignment and Restrictive Covenant Agreement dated May 26, 2015 effective October 16, 2018 (the "Amended PIIA"). The Amended PIIA provides that the agreement, as amended, shall apply to and be enforceable against Mr. Lucier, including the restrictive covenants contained therein. Pursuant to the Amended PIIA, Mr. Lucier agreed to certain restrictive covenants for a period of two years following termination of his engagement as a consultant, including non-competition and non-solicitation restrictions.

The foregoing information is a summary of select terms from the Amendment, Consulting Agreement and the Amended PIIA, is not complete, and is qualified in its entirety by reference to the full text of the Amendment, Consulting Agreement and the Amended PIIA, copies of which are attached as Exhibit 99.3, Exhibit 99.4 and Exhibit 99.5, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

On October 15, 2018, the Board approved the promotion of Matthew Link, the Company's Executive Vice President, Strategy, Technology and Corporate Development, to the role of President, Strategy, Technology and Corporate Development, effective November 5, 2018.

Mr. Link, age 43, has served as the Company's Executive Vice President, Strategy, Technology and Corporate Development, since August 2017. Previously, Mr. Link served as President, U.S. Commercial, from July 2015 to August 2017, President, U.S. Sales and Service, from January 2015 to July 2015, Executive Vice President of U.S. Sales, from January 2013 to January 2015, and Senior Vice President of Sales for the U.S. Eastern region, from January 2012 to December 2012. Mr. Link joined the Company in 2006 and has more than 15 years of experience in the healthcare industry, including prior service in several regional sales positions with DePuy Orthopedics and DePuy Spine. Mr. Link received a BSEd in Physical Education and Sports Medicine from the University of Virginia.

The Company entered into an employment letter with Mr. Link, dated October 17, 2018 (the "Link Letter"), which establishes the terms of his employment as President, Strategy, Technology and Corporate Development. The Link Letter provides that Mr. Link's base salary will continue to be $500,000 per year and that Mr. Link will continue to be eligible to participate in the Company's annual bonus plan with a target bonus opportunity of 90% of base salary. Mr. Link will receive a one-time LTI award, to be granted on December 3, 2018, with an aggregate grant date value of $2,500,000, which will be comprised of (i) $1,250,000 of time-based RSUs subject to cliff vesting on the third anniversary of the date of grant, and (ii) $1,250,000 of performance cash subject to cliff vesting on the 18-month anniversary of the date of grant. Upon vesting, the performance cash will be subject to payout between 0%-100% of target based on the level of achievement of performance conditions established therefor. Vesting of the RSUs and performance cash will be subject to Mr. Link's continued service with the Company and compliance with the terms of the grant agreements therefor and the Company's 2014 Equity Incentive Plan and 2014 Executive Incentive Plan, respectively. Mr. Link will continue to be eligible for grants of LTI awards and other Company benefits.

The foregoing information is a summary of select terms from the Link Letter, is not complete, and is qualified in its entirety by reference to the full text of the Link Letter, a copy of which is attached as Exhibit 99.6 to this Current Report on Form 8-K and incorporated herein by reference.

On October 17, 2018, Skip Kiil, the Company's Executive Vice President, Global Commercial, tendered his resignation effective October 31, 2018. Mr. Kiil indicated that he is pursuing another opportunity outside the spine industry.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

99.1 Press release issued by NuVasive, Inc. on October 19, 2018
99.2 Employment Letter dated October 16, 2018 between the Company and J. Christopher Barry
99.3 Amendment to Employment Letter effective October 16, 2018 between the Company and Gregory T. Lucier
99.4 General Consulting and Services Agreement effective October 16, 2018 between the Company and Gregory T. Lucier
99.5 Amendment No. 1 to Proprietary Information, Inventions Assignment and Restrictive Covenant Agreement effective October 16, 2018 between the Company and Gregory T. Lucier
99.6 Employment Letter dated October 17, 2018 between the Company and Matthew Link

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 hereunto duly authorized.

NUVASIVE, INC.

Date: October 19, 2018

/s/ Rajesh Asarpota

Rajesh Asarpota
Executive Vice President and Chief Financial Officer

Exhibit 99.1

NUVASIVE NAMES J. CHRISTOPHER BARRY TO SUCCEED GREGORY T. LUCIER AS CHIEF EXECUTIVE OFFICER; LUCIER TO REMAIN CHAIRMAN OF THE BOARD

SAN DIEGO – October 19, 2018 – NuVasive, Inc. (NASDAQ: NUVA), the leader in spine technology innovation, focused on transforming spine surgery with minimally disruptive, procedurally integrated solutions, today announced its Board of Directors has named J. Christopher Barry to succeed Gregory T. Lucier as chief executive officer (CEO) effective November 5, 2018. Mr. Barry will join the NuVasive Board of Directors; Mr. Lucier will continue to serve as chairman of the Board.

"On behalf of the Board of Directors, I want to thank Greg for his many contributions to NuVasive—first as a member of the Board, and then as our chairman and CEO. Greg quickly shaped NuVasive into a global spine systems innovator, delivering highly differentiated technologies and procedurally integrated solutions to the market, improving patient outcomes by enabling better clinical decision-making and execution. We look forward to continuing to work with Greg, leveraging his business leadership and industry expertise as chairman of the Board," said Don Rosenberg, lead independent director of the NuVasive Board. "Succession planning is one of the most important responsibilities for a Board of Directors of a publicly traded company, and we take those responsibilities seriously. Through our comprehensive recruitment efforts, we were impressed with Chris's expertise in the medical device industry, and feel his strong reputation as a skilled and strategic operator, along with his innate passion and business know-how, will enable him to continue NuVasive's transformation of spine surgery, adding tremendous value as he leads NuVasive into the future."

Mr. Barry brings to NuVasive extensive experience as an innovative global leader in the healthcare and medical device industry. Currently, he serves as senior vice president and president of Surgical Innovations, the second-largest business unit at Medtronic with $5.5 billion in annual revenue. In this role, Mr. Barry leads and provides strategic direction to more than 14,000 employees working in 78 countries, including 10 manufacturing sites and multiple R&D centers around the globe. He also is responsible for driving the core growth in Surgical Innovations while diversifying the business through acquisitions in near adjacencies and overseeing the development of Medtronic's surgical robotics development initiative. He previously held commercial and leadership roles at Covidien.

"Chris has successfully led teams globally, managed complex R&D programs, driven commercial initiatives and executed strategic acquisitions. He has built a stellar reputation for driving employee engagement and operational excellence," said Gregory T. Lucier, chairman and CEO of NuVasive. "Through my personal and professional interactions with Chris, it is clear to me his leadership will benefit our surgeon partners, employees and shareholders. As a Board member and shareholder, I have every confidence in Chris's ability to take NuVasive to its next level of growth."

NuVasive also announced today that Matt Link, currently executive vice president, Strategy, Technology and Corporate Development, is promoted to president. Since joining NuVasive in 2006, Mr. Link has held various roles with increasing scope within the organization, particularly around building the U.S. Commercial organization and most recently bringing his spine and leadership expertise to the product and systems engineering, surgeon education and corporate development functions.

Mr. Lucier commented, “The combination of Chris and Matt at the helm of NuVasive creates the most dynamic leadership team in the industry.”

Mr. Lucier will remain involved with the strategic direction of the company as the chairman of the Board. His focus will also be on supporting Mr. Barry and Mr. Link in this leadership transition. Mr. Lucier has been with NuVasive since December 2013, first joining as a member of the Board of Directors, and then stepping in as chairman and CEO in May 2015.

The Company will further discuss the management transition plan on its third quarter 2018 earnings call scheduled for October 30, 2018, at 4:30 p.m. ET/1:30 p.m. PT.

About NuVasive

NuVasive, Inc. (NASDAQ: NUVA) is the leader in spine technology innovation, focused on transforming spine surgery and beyond with minimally disruptive, procedurally integrated solutions designed to deliver reproducible and clinically-proven surgical outcomes. The Company's portfolio includes access instruments, implantable hardware, biologics, software systems for surgical planning, navigation and imaging solutions, magnetically adjustable implant systems for spine and orthopedics, and intraoperative monitoring service offerings. With over $1 billion in revenues, NuVasive has an approximate 2,400 person workforce in more than 40 countries serving surgeons, hospitals and patients. For more information, please visit www.nuvasive.com.

Forward-Looking Statements

NuVasive cautions you that statements included in this news release that are not a description of historical facts are forward-looking statements that involve risks, uncertainties, assumptions and other factors which, if they do not materialize or prove correct, could cause NuVasive's results to differ materially from historical results or those expressed or implied by such forward-looking statements. The potential risks and uncertainties which contribute to the uncertain nature of these statements include, among others, risks associated with acceptance of the Company's surgical products and procedures by spine surgeons, development and acceptance of new products or product enhancements, clinical and statistical verification of the benefits achieved via the use of NuVasive's products (including the iGA® platform), the Company's ability to effectually manage inventory as it continues to release new products, its ability to recruit and retain management and key personnel, and the other risks and uncertainties described in NuVasive's news releases and periodic filings with the Securities and Exchange Commission. NuVasive's public filings with the Securities and Exchange Commission are available at www.sec.gov. NuVasive assumes no obligation to update any forward-looking statement to reflect events or circumstances arising after the date on which it was made.

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Investor & Media Contact:
Suzanne Hatcher
NuVasive, Inc.
858-458-2240
investorrelations@nuvasive.com

Exhibit 99.2

October 16, 2018

Mr. J. Christopher Barry

Dear Chris:

The Board of Directors (the "Board") of NuVasive, Inc. (the "Company") is pleased to offer to you the position of Chief Executive Officer of the Company subject to the terms and conditions of this letter agreement and the accompanying agreements.

1. Title, Duties and Responsibilities. Your title will be Chief Executive Officer of the Company. In this capacity, you will be a full-time employee of the Company based in San Diego, California, report directly to the Board and have all of the duties and responsibilities attendant to the position of Chief Executive Officer as provided in the Company's Restated Bylaws and such other duties and responsibilities as are reasonably assigned by the Board.

2. Commencement Date and Term. Your employment with the Company will commence on or about November 5, 2018 (the "Commencement Date") and not be for any specific term and may be terminated by you or by the Company at any time, with or without cause and with or without notice. The at-will nature of your employment described in the forgoing sentence shall constitute the entire agreement between you and the Company concerning the duration of your employment and the circumstances under which either you or the Company may terminate your at-will employment relationship, subject to your right to severance as provided in this letter agreement and the other accompanying agreements.

3. Board Membership. The Board shall take such action as may be necessary to appoint or elect you as a member of the Board as of the Commencement Date. Thereafter, during your employment with the Company, the Board shall nominate you for re-election as a member of the Board. You agree that you will receive no additional compensation for such Board service, and that you will serve without additional compensation to the extent you serve as an officer or director of any of the Company's subsidiaries.

4. Compensation and Benefits.

Base Salary. Your initial base salary will be $800,000 per year, less applicable taxes and other withholdings, which will be paid in accordance with Company's normal payroll practices. Your base salary will be reviewed annually by the Board beginning in the fiscal year 2020. The base salary shall not be reduced, except in circumstances in which salary reductions are applied generally and uniformly to members of senior management of the Company.

Bonus. You will participate in the Company's Annual Bonus plan beginning in 2019. For 2019, your target bonus opportunity is 125% of your base salary, and the maximum payout for that plan will be 250% of your base salary. The actual payout will be based on achievement of the plan-specified 2019 performance measures as established by the Board.

Long-term Incentive Awards. You will be eligible to receive long-term incentive awards as determined by the Board pursuant to its annual review of compensation of the Company's Chief Executive Officer. It is currently the Board's intent that you will receive a 2019 long-term incentive award with an aggregate grant value of $4,000,000.

Inducement Cash Award. As an additional incentive, you will be eligible to receive a cash award of $500,000 ("Cash Award"), less applicable taxes and withholding, to be paid in April 2019 through normal payroll practices. You must be actively employed with NuVasive with satisfactory performance, have signed the Company's Proprietary Information and Inventions Assignment and Restrictive Covenant Agreement ("PIIA"). This Cash Award will be subject to the Benefits Repayment Obligation explained below.

Inducement Long-term Incentive Award. You will also be granted an inducement long-term incentive award with an aggregate grant value of $4,500,000 in the form of performance restricted stock units ("PRSUs") and restricted stock units ("RSUs"). The PRSUs will be granted with an economic grant date value of $2,500,000, with the target number of shares subject thereto determined by dividing such value by the Company's closing stock price on the Commencement Date, and be subject to cliff vesting on the three-year anniversary of the Commencement Date, subject to continued service with the Company and compliance with the terms of the applicable grant agreement. The RSUs will be granted with an economic grant date value of $2,000,000, with the number of shares subject thereto determined by dividing such value by the Company's closing stock price on the Commencement Date and be subject to 50% vesting on each anniversary of the Commencement Date, subject to continued service with the Company and compliance with the terms of the applicable grant agreement.

Benefits. NuVasive provides an excellent benefits package. You will be eligible to apply for all standard benefits available to other full-time NuVasive Shareowners (employees), subject to NuVasive's policies, the applicable plan documents and benefit plan provisions. Additionally, you will be eligible for the executive benefits package that includes an annual executive physical and financial planning benefit. All compensation, benefits and employer policies and programs will be administered in accordance with the respective NuVasive policies, plans and procedures, which may include waiting periods and other eligibility requirements to participate. NuVasive reserves the right to change or eliminate these policies and programs at any time during the course of your employment, without notice.

Relocation. NuVasive will provide you with relocation assistance to assist in your move from Superior, Colorado to San Diego, California, which will be managed by the Company's preferred vendor. Information regarding relocation benefits can be found in the accompanying Relocation Benefits Summary. The aggregate value of your relocation assistance benefit will be subject to the Benefits Repayment Obligation, which is explained below.

Benefits Repayment Obligation. The Relocation benefits and Inducement Cash Award shall be subject to the Benefits Repayment Obligation provided herein. If within 24 months of the Commencement Date, you (a) voluntarily terminate your employment for any reason other than Good Reason or (b) are terminated by the Company for "Cause" you will be required to repay NuVasive pursuant to the following schedule. Any repayment will be subject to the following repayment schedule and will be due in full immediately upon the effective date of the termination of your employment.

Benefits Repayment Obligation Schedule	
Duration of Employment	Repayment Percentage
Within First 12 Months of Employment	100% of benefit received
Within Months 13 – 24 of Employment	50% of benefit received
After 24 Months of Employment	0% of benefit received

For purposes of the Benefits Repayment Obligation, the terms "Cause" and "Good Reason" shall have the same meaning as defined in the attached Change in Control Agreement ("CIC").

5. Severance. You will be eligible for severance benefits as provided in the NuVasive, Inc. Amended and Restated Executive Severance Plan as in effect on the Commencement Date and without regard to any amendments or termination thereof.

6. Change in Control and Restrictive Covenants. You will be subject to the provisions of the accompanying CIC provided you execute that agreement and the accompanying PIIA. As a further condition to entering into the CIC, you hereby agree that, in the event that your employment is terminated, you will be subject to the restrictive covenants as set forth in the attached PIIA, including the two year non-compete and non-solicitation provisions as set forth therein.

7. Compliance with Company Policies and Procedures. As a Shareowner (employee) of the Company, you will be required to comply with all Company policies and procedures. You will also be subject to stock ownership guidelines, as determined from time-to-time by the Compensation Committee, which require that you, as the Company's Chief Executive Officer, have holdings in Company stock equal to five times (5x) your base salary, with five (5) years allowed for you to achieve the guided holdings.

8. No Conflict. You represent and warrant that your entering into this letter agreement and your employment with the Company will not be in breach of any agreement with any current or former employer and that you are not subject to any other restrictions on solicitation of clients or customers or competing against another entity except general confidentiality requirements. You understand that the Company has relied on this representation in entering into this letter agreement.

9. Contractual Obligations. The Company is aware of your Employee Agreement with your former employer. Should your former employer express an intention or take action to prohibit or delay you from immediately serving as NuVasive, Inc.'s CEO, the Company will engage in negotiations with your former employer and exert good faith reasonable efforts to resolve any such legal challenge. For avoidance of doubt, the Company expects and trusts that you will fully honor your confidentiality obligations to your former employer, as we are sure you intend to do.

10. Choice of Law and Venue. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to conflict of laws and all disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the state of Delaware.

Very truly yours,

NUVASIVE, INC.

By: /s/ Dan Wolterman

Dan Wolterman, Chairman of the Compensation Committee of the Board of Directors

I have read this letter in its entirety, I have been represented by independent legal counsel in negotiating the terms of this letter agreement and other accompanying agreements and agree with and consent to the terms and conditions of employment set forth in this letter agreement.

/s/ J. Christopher Barry

J. Christopher Barry

Dated: October 16, 2018

Enclosures:

- RSU and PRSU Grant Agreements
- Change in Control Agreement

NUVASIVE, INC.
NOTICE OF GRANT OF RESTRICTED STOCK UNITS

NuVasive, Inc. (the "***Company***") has granted to the participant identified below (the "***Participant***") an award (the "***Award***") of the number of restricted stock units specified below in this Grant Notice (each, a "***Restricted Stock Unit***" or an "***RSU***") pursuant to the 2014 Equity Incentive Plan of NuVasive, Inc. (the "***Plan***"), each of which represents the right to receive - on the Settlement Date provided in the Restricted Stock Unit Agreement attached hereto (together with this Notice of Grant, the "***Agreement***") - one (1) share of Stock as set forth in, and subject to the terms and conditions of, this Agreement. This Award is subject to all of the terms and conditions set forth in the Agreement and the Plan, each of which are incorporated herein by reference. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Plan or the Agreement, as appropriate, and, in the event of any inconsistency between the Plan and the Agreement, the terms of the Plan shall control.

Participant:	J. Christopher Barry
Participant ID:	_____
Date of Grant:	November 5, 2018
Total Number of RSUs:	[*], subject to adjustment as provided by the Agreement.
Vesting Start Date:	November 5, 2018
Vesting Schedule:	Subject to the terms and conditions of the Agreement (including, without limitation, conditions requiring continued Service with the Company through the applicable date), the RSUs shall vest as follows: 50% of the RSUs shall vest on the first anniversary of the Vesting Start Date and 50% of the RSUs shall best on the second anniversary of the Vesting Start Date (each such date, a "***Scheduled Vesting Date***").

By electronically accepting the Award according to the instructions in the Participant's E*TRADE account (pursuant to which the Participant received this Notice of Grant), the Participant agrees that the Award is governed by this Notice of Grant and by the provisions of the Plan and the Agreement, both of which are made a part of this document.

The Participant acknowledges that copies of the Plan, the Agreement, and the prospectus for the Plan are available via the Participant's E*TRADE account.

The Participant represents that the Participant has read and is familiar with the provisions of the Plan and the Agreement, and hereby accepts the Award subject to all of their terms and conditions.

_____

* Economic grant date value equal to $2,000,000; the number of RSUs shall be determined by dividing such value by the Company's closing stock price on the Date of Grant.

NUVASIVE, INC.
RESTRICTED STOCK UNIT AGREEMENT

NuVasive, Inc. has granted to the Participant named in the *Notice of Grant of Restricted Stock Units* (the "***Grant Notice***") to which this Restricted Stock Unit Agreement is attached (together with the Grant Notice, this "***Agreement***") an Award consisting of Restricted Stock Units ("***RSUs***") subject to the terms and conditions set forth in this Agreement. The Award has been granted pursuant to the terms and conditions of the 2014 Equity Incentive Plan of NuVasive, Inc. (the "***Plan***"), as amended from time-to-time, the provisions of which are incorporated herein by reference. By electronically accepting the Award, the Participant: (a) acknowledges receipt of, and represents that the Participant has read and is familiar with, this Agreement, the Plan and the prospectus for the Plan prepared in connection with the registration with the Securities and Exchange Commission of the shares of Stock issuable pursuant to the Award (the "***Plan Prospectus***"), (b) accepts the Award subject to all of the terms and conditions of this Agreement and the Plan, and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee or its delegate (to the extent delegation is permitted under the Plan) in the event any questions arise (and/or interpretation may be required) regarding this Agreement or the Plan.

1. **Definitions and Construction.**

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Grant Notice or the Plan.

(a) "***Dividend Equivalent Units***" mean additional Restricted Stock Units as may be credited pursuant to Section 3.3 of this Agreement.

(b) "***RSUs***" mean the Restricted Stock Units originally granted pursuant to the Award and any Dividend Equivalent Units credited pursuant to the Award, as each may be adjusted from time-to-time pursuant to Section 4.4 (Adjustments for Changes in Capital Structure) or Section 4.5 (Assumption or Substitution of Awards) of the Plan.

1.2 **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

2. **Administration.**

2.1 **Committee Actions.** All questions of interpretation concerning this Agreement, the Plan or any other form of agreement or other document employed by the Company in the administration of the Plan or the Award shall be determined by the Committee or its delegate. All such determinations by the Committee or its delegate shall be final, binding and conclusive upon all persons having an interest in the Award, unless fraudulent or made in bad faith. Any and all actions, decisions and determinations taken or made by the Committee in the exercise of its discretion pursuant to the Plan or the Award or other agreement thereunder (other than determining questions of interpretation pursuant to the preceding sentence) shall be final, binding and conclusive upon all persons having an interest in the Award.

2.2 **Express Authority Required.** Only individuals expressly designated by the Committee shall have the authority to act on behalf of the Committee with respect to certain of the matters, rights, obligations, modifications, or elections allocated to the Company herein (or in the Plan).

3. **The Award.**

3.1 **Grant of RSUs.** On the Date of Grant, the Participant shall acquire, subject to the provisions of this Agreement, the Total Number of RSUs set forth in the Grant Notice, subject to adjustment as provided in Section 4.4 (Adjustments for Changes in Capital Structure) or Section 4.5 (Assumption or Substitution of Awards) of the Plan. Each RSU represents a conditional right to receive, subject and pursuant to the terms and conditions of the Plan and this Agreement, one (1) share of Stock.

3.2 **No Monetary Payment Required.** The Participant is not required to make any monetary payment (other than applicable tax withholding, if any) as a condition to receiving the RSUs or shares of Stock issued upon settlement of Vested RSUs (as defined in Section 4.1 of this Agreement), the consideration for which shall be the Participant rendering Service as provided in this Agreement to a Participating Company or for its benefit.

3.3 **Dividend Equivalent Units.** On the date that the Company pays a cash dividend to holders of Stock generally, if any, the Participant shall be credited with a number of additional whole Dividend Equivalent Units determined by dividing (a) the product of (i) the dollar amount of the cash dividend paid per share of Stock on such date, and (ii) the number of RSUs which have not been settled as of such date, *by* (b) the Fair Market Value per share of Stock on such date. Any resulting fractional Dividend Equivalent Unit shall be rounded to the nearest whole number. Any such additional Dividend Equivalent Units shall be subject to the same terms and conditions, and shall be settled or forfeited in the same manner and at the same time, as the RSUs with respect to which they have been credited.

4. **Vesting; Forfeiture**.

4.1 **Vesting of RSUs.** Provided that the Participant's Service has not terminated prior to the applicable date, RSUs acquired pursuant to the Award shall become vested upon the earliest to occur of the following (such RSUs, when so vested, being referred to herein as "***Vested RSUs***"):

(a) the Scheduled Vesting Date (as provided in the Grant Notice);

(b) the Participant's death;

(c) termination of the Participant's Service due to Disability;

(d) immediately before any Change in Control in which the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be, elects not to assume or substitute for this Award; and

(e) termination of the Participant's Service by the Company (or Company's successor) without Cause (as defined below) after a Change in Control.

For purposes hereof, "***Cause***" shall mean the following: (A) the Participant's repeated failure to satisfactorily perform the Participant's job duties; (B) refusal or failure to follow the lawful directions of the Participant's direct supervisor, the Company's Chief Executive Officer or the Board, as applicable; (C) conviction of a crime involving moral turpitude; or (D) engaging in acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of the Participant with respect to the Participant's obligations or otherwise relating to the business of the Company, its Affiliates or customers; except that if the Participant is a party to a Change in Control Agreement with the Company, the definition of "Cause" therein shall apply. Notwithstanding the foregoing, following a Change in Control, any determination as to whether "Cause" exists under the terms of this Agreement shall be subject to *de novo* review by a court of competent jurisdiction.

4.2 **Leaves of Absence.**

(a) Unless otherwise required by applicable law, the RSUs will cease vesting during a leave of absence. If, however, Participant takes an approved medical, FMLA (or other statutorily protected leave), or military leave (each, an "***Approved Leave***") and returns from such leave for at least thirty calendar days, then (i) Participant shall be treated as if the period of such Approved Leave had been a period of continuous Service with the Company or Affiliate, and (ii) such number of RSUs as would have vested pursuant to the vesting schedule set forth in the Grant Notice during such Approved Leave and the foregoing thirty calendar day-period shall be considered vested as of the end of such thirty calendar day-period (which shall be considered the Scheduled Vesting Date), and such Vested RSUs shall be settled in accordance with Section 5 of this Agreement.

(b) In the event the Participant takes a leave of absence other than an Approved Leave, the vesting of RSUs will be tolled during the period of such leave. Upon return from such leave of absence, the RSUs shall again commence vesting but the period of such leave shall be respectively added to the vesting schedule set forth in the Grant Notice.

(c) In the event of Participant's termination of Service during any leave of absence, then the RSUs shall expire in accordance with the provisions set forth in Section 4.4 below.

4.3 **Vesting of Dividend Equivalents Units.** Any Dividend Equivalent Units shall become vested (and also constitute "***Vested RSUs***") at the same time as the RSUs with respect to which they have been credited.

4.4 **Forfeiture of RSUs That Are Not Vested RSUs Upon Termination of Service.** Except as otherwise provided in Section 4.1 above, any RSUs that are not Vested RSUs ("***Unvested RSUs***") will terminate automatically without any further action by the Company and be forfeited without further notice and at no cost to the Company upon Participant's termination of Service.

5. **Settlement of Vested RSUs.**

5.1 **Distribution of Shares in Settlement of Vested RSUs.**

Subject to the terms and conditions of the Plan and this Agreement, shares of Stock shall be distributed to Participant (or Participant's estate in the event of death) with respect to Participant's Vested RSUs within thirty days following the Scheduled Vesting Date for such RSUs, except as otherwise provided in Section 6.3 or Section 9.1 of this Agreement (the "***Settlement Date***").

(a) All distributions of shares of Stock with respect to Participant's Vested RSUs shall be made by the Company in the form of whole shares. In lieu of any fractional share of Stock, the Company shall make a cash payment to Participant equal to the Fair Market Value of such fractional share on the date the RSUs are settled as provided herein. The Company shall not be required to issue fractional shares of Stock upon the settlement of Vested RSUs.

(b) Shares of Stock issued in settlement of Vested RSUs shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 5.3 of this Agreement or the Company's Insider Trading Policy.

5.2 **Certificate Registration.** The Participant hereby authorizes the Company, in its sole discretion, to deposit any or all shares of Stock acquired by the Participant pursuant to the settlement of Vested RSUs with the Company's transfer agent, including any successor transfer agent, to be held in book entry form, or to deposit such shares for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice. Except as provided by the foregoing, a certificate for the shares of Stock acquired by the Participant shall be registered in the name of the Participant, or, if applicable, in the name of the Participant's estate.

5.3 **Restrictions on Grant of the Award and Issuance of Shares.** The grant of the Award and issuance of shares of Stock upon settlement of Vested RSUs shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares of Stock subject to the Award shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of Vested RSUs, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

6. **Tax Withholding.**

6.1 **In General.** By electronically accepting the Award (as provided in the Grant Notice), the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, including withholding of shares of Stock otherwise issuable to the Participant in settlement of Vested RSUs, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Participating Company, if any, which arise in connection with the Award, the vesting of RSUs or the issuance of shares of Stock in settlement of Vested RSUs. The Company shall have no obligation to deliver shares of Stock until the tax withholding obligations of the Participating Company have been satisfied by the Participant.

6.2 **Withholding in Shares.** The Company shall have the right, but not the obligation, to require the Participant to satisfy all or any portion of a Participating Company's tax withholding obligations by deducting from the shares of Stock otherwise deliverable to the Participant in settlement of Vested RSUs a number of whole shares of Stock having a Fair Market Value, as determined by the Company as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable minimum statutory withholding rates (and subsequently making a payment of Company cash equal to the amount of any such tax obligation to the respective tax authorities).

6.3 **Assignment of Sale Proceeds.** Subject to compliance with applicable law and the Company's Insider Trading Policy, if permitted by the Company, the Participant may satisfy the Participating Company's tax withholding obligations in accordance with procedures established by the Company providing for delivery by the Participant to the Company or a broker approved by the Company of properly executed instructions, in a form approved by the Company, providing for the assignment to the Company of the proceeds of a sale with respect to some or all of the shares of Stock being acquired upon settlement of Vested RSUs. If the Settlement Date would occur on a date on which a sale of the shares of Stock by the Participant would violate the Insider Trading Policy of the Company, the Settlement Date for such Vested RSUs shall be deferred until the earlier of (a) the next day on which the sale of shares by the Participant would not violate the Insider Trading Policy, or (b) the 15th day of the third calendar month following calendar year of the Settlement Date.

7. **Rights as a Stockholder, Director, Employee or Consultant.**

The Participant shall have no rights as a stockholder with respect to any shares of Stock which may be issued in settlement of Vested RSUs until the date of the issuance of such shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date the shares of Stock are issued, except as provided in Section 3.3 of this Agreement and Section 4.4 of the Plan (Adjustments for Changes in Capital Structure). If the Participant is an Employee, the Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between a Participating Company and the Participant, the Participant's employment is "at will" and is for no specified term. Nothing in this Agreement shall confer upon the Participant any right to continue in the Service of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Participant's Service at any time.

8. **Legends.**

The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of Stock issued pursuant to this Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing shares of Stock acquired pursuant to this Award in the possession of the Participant in order to carry out the provisions of this Section.

9. **Compliance with Section 409A.**

It is intended that the settlement of Vested RSUs as set forth in this Agreement qualify for exemption from, or comply with, the requirements of Section 409A, and any ambiguities herein will be interpreted to so qualify or comply. Notwithstanding the foregoing, if it is determined that the RSUs fail to satisfy the requirements of the "short-term deferral" exemption and are otherwise Section 409A Deferred Compensation, it is intended that any payment or benefit which is made or provided pursuant to or in connection with this Award shall comply in all respects with the applicable requirements of Section 409A (including applicable regulations or other administrative guidance thereunder, as determined by the Committee in good faith) to avoid the unfavorable tax consequences provided therein for non-compliance. In connection with effecting such compliance with Section 409A, the following shall apply:

9.1 **Separation from Service; Required Delay in Payment to Specified Employee.** Notwithstanding anything set forth herein to the contrary, no amount payable pursuant to this Agreement on account of the Participant's termination of Service which constitutes a "deferral of compensation" within the meaning of the Treasury Regulations issued pursuant to Section 409A of the Code (the "***Section 409A Regulations***") shall be paid unless and until the Participant has incurred a "separation from service" within the meaning of the Section 409A Regulations. Furthermore, to the extent that the Participant is a "specified employee" within the meaning of the Section 409A Regulations as of the date of the Participant's separation from service, no amount that constitutes a deferral of compensation which is payable on account of the Participant's separation from service shall be paid to the Participant before the date (the "***Delayed Payment Date***") which is first day of the seventh month after the date of the Participant's separation from service or, if earlier, the date of the Participant's death following such separation from service. All such amounts that would, but for this Section, become payable prior to the Delayed Payment Date will be accumulated and paid on the Delayed Payment Date.

9.2 **Other Changes in Time of Payment.** Neither the Participant nor the Company shall take any action to accelerate or delay the payment of any benefits under this Agreement in any manner which would not be in compliance with the Section 409A Regulations.

9.3 **Amendments to Comply with Section 409A; Indemnification.** Notwithstanding any other provision of this Agreement to the contrary, the Company is authorized to amend this Agreement, to void or amend any election made by the Participant under this Agreement and/or to delay the payment of any monies and/or provision of any benefits in such manner as may be determined by the Company, in its discretion, to be necessary or appropriate to comply with the Section 409A Regulations without prior notice to or consent of the Participant. The Participant hereby releases and holds harmless the Company, its directors, officers and stockholders from any and all claims that may arise from or relate to any tax liability, penalties, interest, costs, fees or other liability incurred by the Participant in connection with the Award, including as a result of the application of Section 409A.

9.4 **Advice of Independent Tax Advisor.** The Company has not obtained a tax ruling or other confirmation from the Internal Revenue Service with regard to the application of Section 409A to the Award, and the Company does not represent or warrant that this Agreement will avoid adverse tax consequences to the Participant, including as a result of the application of Section 409A to the Award. The Participant hereby acknowledges that he or she has been advised to seek the advice of his or her own independent tax advisor prior to entering into this Agreement and is not relying upon any representations of the Company or any of its agents as to the effect of or the advisability of entering into this Agreement.

10. **Miscellaneous Provisions.**

10.1 **Termination or Amendment.** The Committee may terminate or amend the Plan or this Agreement at any time; provided, however, that no such termination or amendment may have a materially adverse effect on the Participant's rights under this Agreement without the consent of the Participant unless such termination or amendment is necessary to comply with applicable law or government regulation, including, but not limited to, Section 409A. No amendment or addition to this Agreement shall be effective unless in writing.

10.2 **Nontransferability of the Award.** Prior to the issuance of shares of Stock on the applicable Settlement Date, neither this Award nor any RSUs subject to this Award shall be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

10.3 **Repayment/Forfeiture**. By accepting this Award, the Participant specifically agrees that any and all payments or benefits the Participant or any other person may be entitled to receive under or as a result of this Award shall be immediately forfeited, and that the aggregate amount of any payments or benefits the Participant or any other person has received under or as a result of this Award (determined without regard to any taxes or other amounts withheld from such payments or benefits), shall be repaid to the Company within 30 days following written notice from the Company (or such shorter period as may be required by applicable law), (1) as the Company in its discretion determines may be required to comply with any applicable listing standards of a national securities exchange adopted in accordance with Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations of the U.S. Securities and Exchange Commission adopted thereunder or similar rules under the laws of any other jurisdiction, (2) to the extent provided pursuant to the Company's Incentive Compensation Recoupment Policy, and (3) in the event the Committee or its delegate determines that the Participant has engaged in Prohibited Conduct (as defined below) at any time during the Recoupment Period (as defined below). For purposes of this Section 10.3,

(a) **"*Prohibited Conduct*"** means (1) violation of the Company's Code of Ethical Business Conduct, Insider Trading Policy, or any Proprietary Information, Inventions Agreement, Non-Compete Agreement (or similar agreement) signed by the Participant; (2) unethical behavior (such as, without limitation, fraud, dishonesty, or misrepresentation of product benefits); (3) engaging in Competition; (4) disclosing or using in any capacity other than as necessary in the performance of duties assigned by the Company or its Affiliates any confidential information, trade secrets or other business sensitive information or material concerning the Company or its Affiliates, customers, suppliers or partners; (5) directly or indirectly employing, contacting concerning employment, or participating in any way in the recruitment for employment of (whether as an employee, officer, director, agent, consultant or independent contractor), any person who was or is an employee, representative, officer or director of the Company or any of its Affiliates at any time within the 12 months prior to termination of Participant's employment; (6) any action or statement by Participant and/or his or her representatives that either does or could reasonably be expected to disparage the Company, its Affiliates, or their officers, employees, or directors, or undermines, diminishes or otherwise damages the relationship between the Company or any of its Affiliates and any of their respective customers, potential customers, vendors and/or suppliers that were known to Participant; or (7) breach of any provision of any employment or severance agreement with the Company or any Affiliate. Any determination of Prohibited Conduct shall be made by the Committee or its delegate in its sole discretion and shall be binding on all parties. Notwithstanding anything contained herein to the contrary, Prohibited Conduct shall not include communication by Participant with any government agency, commission or regulator or participation by Participant in any investigation or proceeding that may be conducted by any government agency, commission or regulator, but only to the extent that such communication is required or permitted by law.

(b) **"*Competition*"** means, either during Participant's employment with the Company or any of its Affiliates, or within 12 months following termination of such employment, accepting employment with, or serving as a consultant or advisor or in any other capacity to a competitor of the Company, including but not limited to the DePuy Synthes division of Johnson & Johnson, Stryker Corporation, Globus Medical, Inc., Medtronic, Inc., K2M Holdings, Inc., Zimmer Biomet Holdings, Inc., Alphatec Holdings, Inc. or any subsidiary or Affiliate of the foregoing (a **"*Competitor*"**), including, but not limited to, employment or another business relationship with any Competitor if Participant has been introduced to trade secrets, confidential information or business sensitive information during Participant's employment with the Company or any of its Affiliates and such information would aid the Competitor because the threat of disclosure of such information is so great that it must be assumed that such disclosure would occur.

(c) **"*Recoupment Period*"** means the period beginning on the Date of Grant and ending on the date that is 12 months after the date on which the Participant or any other person received any payment or benefit pursuant to this Award, provided, however, that if the Prohibited Conduct resulted in the Participant or any other person receiving any payment or benefit pursuant to this Award in excess of the payment or benefit that would have been received absent such Prohibited Conduct, the Recoupment Period shall end on the date that is 36 months after the date on which such payment or benefit was received.

10.4 **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

10.5 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns. If all or any part of any section or clause of this Agreement is determined to be invalid or unenforceable in any respect or to any degree, that section or clause shall be interpreted and enforced to the maximum extent allowed by law and shall not invalidate or impact any other sections and/or clauses that remain.

10.6 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by a Participating Company, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address of such party set forth in the Grant Notice or at such other address as such party may designate in writing from time to time to the other party.

(a) ***Description of Electronic Delivery.*** The Plan documents, which may include but do not necessarily include: the Plan, this Agreement, the Plan Prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, if permitted by the Company, the Participant may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company.

(b) ***Consent to Electronic Delivery.*** The Participant acknowledges that the Participant has read Section 10.6(a) of this Agreement and consents to the electronic delivery of the Plan documents and, if permitted by the Company, the delivery of the Grant Notice, as described in Section 10.6(a). The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. The Participant may revoke his or her consent to the electronic delivery of documents described in Section 10.6(a) or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 10.6(a), but has nevertheless knowingly and voluntarily chosen to do so by electronically accepting the Award (as provided in the Grant Notice).

10.7 **Integrated Agreement.** This Agreement and the Plan shall constitute the entire understanding and agreement of the Participant and the Participating Company Group with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Participating Company Group with respect to such subject matter. To the extent contemplated herein or therein, the provisions of this Agreement and the Plan shall survive any settlement of Vested RSUs and shall remain in full force and effect.

10.8 **Applicable Law.** This Agreement shall be governed by the laws of the State of Delaware as such laws are applied to agreements between Delaware residents entered into and to be performed entirely within the State of Delaware.

10.9 **Addendum.** Notwithstanding any provisions of this Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Participant's country of residence (and country of employment, if different) set forth in an addendum to this Agreement (an "***Addendum***"). Further, if the Participant transfers his or her residence and/or employment to another country reflected in an Addendum to this Agreement at the time of transfer, the special terms and conditions for such country will apply to the Participant 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 law, 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 the Participant's transfer). In all circumstances, any applicable Addendum shall constitute part of this Agreement.

NUVASIVE, INC.
NOTICE OF GRANT OF PERFORMANCE RESTRICTED STOCK UNITS

NuVasive, Inc. (the "***Company***") has granted to the participant identified below (the "***Participant***") an award (the "***Award***") of the number of performance restricted stock units specified below in this Grant Notice (each, a "***Performance Restricted Stock Unit***" or "***PRSU***") pursuant to the 2014 Equity Incentive Plan of NuVasive, Inc. (the "***Plan***"). This Award is subject to all of the terms and conditions set forth in the Performance Restricted Stock Unit Agreement attached hereto (together with this Notice of Grant, the "***Agreement***") and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Plan or the Agreement, as appropriate, and, in the event of any inconsistency between the Plan and the Agreement, the terms of the Plan shall control.

Participant:	J. Christopher Barry
Participant ID:	_____
Date of Grant:	November 5, 2018
Number of PRSUs:	[*], subject to adjustment as provided by the Agreement.
Vesting Date:	Subject to the terms and conditions of the Agreement (including, without limitation, conditions requiring continued Service with the Company through the applicable date), this Award vests on November 5, 2021 (the "***Scheduled Vesting Date***").

By electronically accepting the Award according to the instructions in the Participant's E*TRADE account (pursuant to which the Participant received this Notice of Grant), the Participant agrees that the Award is governed by this Notice of Grant and by the provisions of the Plan and the Agreement, both of which are made a part of this document.

The Participant acknowledges that copies of the Plan, the Agreement, and the prospectus for the Plan are available via the Participant's E*TRADE account.

The Participant represents that the Participant has read and is familiar with the provisions of the Plan and the Agreement, and hereby accepts the Award subject to all of their terms and conditions.

_____

* Economic grant date value equal to $2,500,000; the number of PRSUs shall be determined by dividing such value by the Company's closing stock price on the Date of Grant.

NUVASIVE, INC.
PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

NuVasive, Inc. has granted to the Participant named in the *Notice of Grant of Performance Restricted Stock Units* (the "***Grant Notice***") to which this Performance Restricted Stock Unit Agreement is attached (together, the Performance Restricted Stock Unit Agreement and the Grant Notice being referred to collectively herein as this "***Agreement***") an Award consisting of Performance Restricted Stock Units ("***PRSUs***") subject to the terms and conditions set forth in this Agreement. The Award has been granted pursuant to the terms and conditions of the 2014 Equity Incentive Plan of NuVasive, Inc. (the "***Plan***"), as amended from time-to-time, the provisions of which are incorporated herein by reference. By electronically accepting the Award, the Participant: (a) acknowledges receipt of, and represents that the Participant has read and is familiar with, this Agreement, the Plan and the prospectus for the Plan prepared in connection with the registration with the Securities and Exchange Commission of the shares of Stock issuable pursuant to the Award (the "***Plan Prospectus***"), (b) accepts the Award subject to all of the terms and conditions of this Agreement and the Plan, and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee or its delegate (to the extent delegation is permitted under the Plan) in the event any questions arise (and/or interpretation may be required) regarding this Agreement or the Plan.

1. **Definitions and Construction.**

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Grant Notice or the Plan.

(a) "***Annualized Non-GAAP EPS***" for a particular year means the Company's aggregate non-GAAP earnings per share for the 12-month period ended on September 30 of such year, calculated by adding the Company's non-GAAP earnings per share for each of the quarterly periods ended on December 31 (of the prior year) and March 31, June 30, and September 30 (of such year), as such amounts are publicly reported by the Company in its earnings press releases for such quarterly periods, and consistent with the Company's non-GAAP policy.

(b) "***Non-GAAP EPS Improvement***" means the amount of improvement, measured on a percentage basis, in the Company's Annualized Non-GAAP EPS for the 12-month period ended September 30 of a particular year, as compared to the Company's Annualized Non-GAAP EPS for the 12-month period ended September 30 of the prior year.

(c) "***Non-GAAP EPS Performance Multiplier***" means the percentage calculated based on the respective Non-GAAP EPS Improvement set forth in the table below:

Non-GAAP EPS Improvement	Non-GAAP EPS Performance Multiplier
Below 0%	0%
0%	40%
1.0%	48%
2.0%	56%
3.0%	64%
4.0%	72%
5.0%	80%
6.0%	84%
7.0%	88%
8.0%	92%
9.0%	96%
10.0% or greater	100%

If the Company achieves a Non-GAAP EPS Improvement that falls between two of the foregoing levels between 0% and 10%, the Non-GAAP EPS Performance Multiplier will be determined by linear interpolation between such levels.

When calculating Non-GAAP EPS Improvement relative to two completed fiscal periods, the Committee shall have the authority to make appropriate adjustments to Annualized Non-GAAP EPS to account for changes in tax legislation, accounting standards and adopted changes in accounting principles issued by the accounting bodies. In each case, the Non-GAAP EPS Improvement shall be rounded up to the nearest one hundredth of a percent and the Non-GAAP EPS Performance Multiplier shall be rounded up to the nearest tenth of a percent.

1.2 **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

2. **Administration.**

2.1 **Committee Actions.** The Committee shall be responsible for determining and certifying whether the performance conditions associated with the Award have been achieved; provided, however, that in the event of a Change in Control, the Committee shall make such determination and certification no later than the date immediately preceding the date of the Change in Control. All questions of interpretation concerning this Agreement, the Plan or any other form of agreement or other document employed by the Company in the administration of the Plan or the Award shall be determined by the Committee or its delegate. All such determinations by the Committee or its delegate shall be final, binding and conclusive upon all persons having an interest in the Award, unless fraudulent or made in bad faith. Any and all actions, decisions and determinations taken or made by the Committee in the exercise of its discretion pursuant to the Plan or the Award or other agreement thereunder (other than determining questions of interpretation pursuant to the preceding sentence) shall be final, binding and conclusive upon all persons having an interest in the Award.

2.2 **Express Authority Required.** Only individuals expressly designated by the Committee shall have the authority to act on behalf of the Committee with respect to certain of the matters, rights, obligations, modifications, or elections allocated to the Company herein (or in the Plan).

3. **The Award; Payment.**

3.1 **Grant of PRSUs.** On the Date of Grant, the Participant shall acquire, subject to the provisions of this Agreement, the Number of PRSUs set forth in the Grant Notice, subject to (a) determination as set forth in Section 3.2, Section 3.3 or Section 3.4 of this Agreement, as applicable, and (b) adjustment as provided in Section 4.4 of the Plan (Adjustments for Changes in Capital Structure) or Section 4.5 of the Plan (Assumption or Substitution of Awards).

3.2 **Amount of Payment**. Subject to satisfaction of the vesting requirements of Section 4 of this Agreement, and except as otherwise specified in Section 3.3 or Section 3.4 below, the number of shares of Stock that shall be issued in settlement of this Award on the date specified in Section 5.1 of this Agreement, shall be equal to the Aggregate PRSU Payout, calculated as follows:

(a) *2019 EPS Performance Component.* Following the completion of the preparation of the Company's quarterly financial statements for the quarter ended September 30, 2019, the Company will compare the Annualized Non-GAAP EPS for the 12-month period ended September 30, 2019 with the Company's Annualized Non-GAAP EPS for the 12-month period ended September 30, 2018 to determine the Non-GAAP EPS Improvement for 2019. The 2019 EPS performance component will be equal to the Number of PRSUs set forth in the Grant Notice multiplied by the Non-GAAP EPS Performance Multiplier associated with such Non-GAAP EPS Improvement for 2019, and further multiplied by a weighting of 33.33%, rounding up to the nearest whole share of Stock (the "***2019 Component***"). If such Non-GAAP EPS Performance Multiplier is zero, the 2019 Component shall be zero.

(b) *2020 EPS Performance Component.* Following the completion of the preparation of the Company's quarterly financial statements for the quarter ended September 30, 2020, the Company will compare the Annualized Non-GAAP EPS for the 12-month period ended September 30, 2020 with the Company's Annualized Non-GAAP EPS for the 12-month period ended September 30, 2019 to determine the Non-GAAP EPS Improvement for 2020. The 2020 EPS performance component will be equal to the Number of PRSUs set forth in the Grant Notice multiplied by the Non-GAAP EPS Performance Multiplier associated with such Non-GAAP EPS Improvement for 2020, and further multiplied by a weighting of 33.33%, rounding up to the nearest whole share of Stock (the "***2020 Component***"). If such Non-GAAP EPS Performance Multiplier is zero, the 2020 Component shall be zero.

(c) *2021 EPS Performance Component.* Following the completion of the preparation of the Company's quarterly financial statements for the quarter ended September 30, 2021, the Company will compare the Annualized Non-GAAP EPS for the 12-month period ended September 30, 2021 with the Company's Annualized Non-GAAP EPS for the 12-month period ended September 30, 2020 to determine the Non-GAAP EPS Improvement for 2021. The 2021 EPS performance component will be equal to the Number of PRSUs set forth in the Grant Notice multiplied by the Non-GAAP EPS Performance Multiplier associated with such Non-GAAP EPS Improvement for 2021, and further multiplied by a weighting of 33.33%, rounding up to the nearest whole share of Stock (the "***2021 Component***"). If such Non-GAAP EPS Performance Multiplier is zero, the 2021 Component shall be zero.

For purposes hereof, the "***Aggregate PRSU Payout***" shall mean the sum of the 2019 Component, the 2020 Component and the 2021 Component; provided that, in no event shall the Aggregate PRSU Payout exceed 100% of the Number of PRSUs set forth in the Grant Notice.

3.3 **Death or Disability.** Notwithstanding any other provision of this Section 3 to the contrary, upon the Participant's death or termination of Service due to Disability, the number of shares of Stock that shall be issued in settlement of this Award shall be the Number of PRSUs (as set forth in the Grant Notice), without regard to the Non-GAAP EPS Performance Multiplier.

3.4 **Change in Control.** Notwithstanding any other provision of this Section 3 to the contrary, in the event of a Change in Control, the number of shares of Stock that shall be issued in settlement of this Award shall be the Number of PRSUs (as set forth in the Grant Notice) without regard to the Non-GAAP EPS Performance Multiplier. In the event of a Change in Control, this Award shall continue to vest subject to the terms and conditions of this Agreement, with respect to the number of shares of Stock determined pursuant to this Section 3.4. If the Participant's Service by the Company (or Company's successor) is terminated without Cause (as defined in Section 4.1 below) after a Change in Control, then this Award shall become vested upon such termination.

3.5 **No Monetary Payment Required.** The Participant is not required to make any monetary payment (other than applicable tax withholding, if any) as a condition to receiving the PRSUs or any shares of Stock issued upon settlement of Vested PRSUs (as defined in Section 4.1 of this Agreement), the consideration for which shall be the Participant rendering Service as provided in this Agreement to a Participating Company or for its benefit.

3.6 **Dividend Equivalent Units.** On the date that the Company pays a cash dividend to holders of Stock generally, if any, the Participant shall be credited with a number of additional whole Dividend Equivalent Units determined by dividing (a) the product of (i) the dollar amount of the cash dividend paid per share of Stock on such date, and (ii) the number of PRSUs which have not been settled as of such date, *by* (b) the Fair Market Value per share of Stock on such date. Any resulting fractional Dividend Equivalent Unit shall be rounded to the nearest whole number. Any such additional Dividend Equivalent Units shall be added to the Number of PRSUs specified in the Grant Notice and shall be subject to the same terms and conditions, and shall be settled or forfeited in the same manner and at the same time, as the PRSUs with respect to which they have been credited.

4. **Vesting; Forfeiture**.

4.1 **Vesting of PRSUs.** Provided that the Participant's Service has not terminated prior to the applicable date, any PRSUs subject to this Award shall become vested upon the earliest date to occur of the following (the "***Vesting Date***") (such PRSUs, when so vested, being referred to herein as "***Vested PRSUs***"):

(a) the Scheduled Vesting Date (as provided in the Grant Notice);

(b) the Participant's death;

(c) termination of the Participant's Service due to Disability;

(d) immediately before any Change in Control in which the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be, elects not to assume or substitute for this Award; and

(e) termination of the Participant's Service by the Company (or Company's successor) without Cause (as defined below) after a Change in Control.

For purposes hereof, "***Cause***" shall mean the following: (A) the Participant's repeated failure to satisfactorily perform the Participant's job duties; (B) refusal or failure to follow the lawful directions of the Participant's direct supervisor, the Company's Chief Executive Officer or the Board, as applicable; (C) conviction of a crime involving moral turpitude; or (D) engaging in acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of the Participant with respect to the Participant's obligations or otherwise relating to the business of the Company, its Affiliates or customers; except that if the Participant is a party to a Change in Control Agreement with the Company, the definition of "Cause" therein shall apply. Notwithstanding the foregoing, following a Change in Control, any determination as to whether "Cause" exists under the terms of this Agreement shall be subject to *de novo* review by a court of competent jurisdiction.

4.2 **Leaves of Absence.**

(a) If Participant takes an approved medical, FMLA (or other statutorily protected leave), or military leave (each, an "***Approved Leave***") and returns from such leave for at least thirty calendar days, then Participant shall be treated as if the period of such Approved Leave had been a period of continuous Service with the Company or Affiliate, and such Vested PRSUs shall be settled in accordance with Section 5 of this Agreement.

(b) In the event the Participant takes a leave of absence other than an Approved Leave, any shares of Stock that are determined to be payable pursuant to Section 3 above shall be prorated by multiplying the Vested PRSUs by a fraction, the numerator of which is the number of whole months during the period commencing on November 5, 2018, and ending on the earlier of the date of a Change in Control or November 5, 2021, as applicable (the "***Vesting Period***"), that Participant had been in continuous Service with the Company or an Affiliate, and the denominator of which is the number of months the Vesting Period spans, rounding up to the nearest whole number.

(c) In the event of Participant's termination of Service during any leave of absence, then the PRSUs shall expire in accordance with the provisions set forth in Section 4.4 below.

4.3 **Vesting of Dividend Equivalent Units.** Any Dividend Equivalent Units shall become vested (and also constitute Vested PRSUs) at the same time as the PRSUs with respect to which they have been credited.

4.4 **Forfeiture of PRSUs That Are Not Vested PRSUs Upon Termination of Service.** Except as otherwise provided in Section 4.1 above, any PRSUs that are not Vested PRSUs will terminate automatically without any further action by the Company and be forfeited without further notice and at no cost to the Company upon Participant's termination of Service.

5. **Settlement of Vested PRSUs.**

5.1 **Distribution of Shares in Settlement of Vested PRSUs.**

(a) Subject to the terms and conditions of the Plan and this Agreement, any shares of Stock that are determined to be payable pursuant to Section 3 above shall be distributed to Participant (or Participant's estate in the event of death) with respect to Participant's Vested PRSUs within 30 days following the Vesting Date for such PRSUs, except as otherwise provided in Section 6.3 or Section 9.1 of this Agreement (the "Settlement Date").

(b) All distributions of shares of Stock with respect to Participant's Vested PRSUs shall be made by the Company in the form of whole shares. In lieu of any fractional share of Stock, the Company shall make a cash payment to Participant equal to the Fair Market Value of such fractional share on the date the PRSUs are settled as provided herein. The Company shall not be required to issue fractional shares of Stock upon the settlement of Vested PRSUs.

(c) Shares of Stock issued in settlement of Vested PRSUs shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 5.3 of this Agreement or the Company's Insider Trading Policy.

5.2 **Certificate Registration.** The Participant hereby authorizes the Company, in its sole discretion, to deposit any or all shares of Stock acquired by the Participant pursuant to the settlement of Vested PRSUs with the Company's transfer agent, including any successor transfer agent, to be held in book entry form, or to deposit such shares for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice. Except as provided by the foregoing, a certificate for the shares of Stock acquired by the Participant shall be registered in the name of the Participant, or, if applicable, in the name of the Participant's estate.

5.3 **Restrictions on Grant of the Award and Issuance of Shares.** The grant of the Award and issuance of shares of Stock upon settlement of Vested PRSUs shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares of Stock subject to the Award shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of Vested PRSUs, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

6. **Tax Withholding.**

6.1 **In General.** By electronically accepting the Award (as provided in the Grant Notice), the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, including withholding of shares of Stock otherwise issuable to the Participant in settlement of Vested PRSUs, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Participating Company, if any, which arise in connection with the Award, the vesting of PRSUs or the issuance of shares of Stock in settlement of Vested PRSUs. The Company shall have no obligation to deliver shares of Stock until the tax withholding obligations of the Participating Company have been satisfied by the Participant.

6.2 **Withholding in Shares.** The Company shall have the right, but not the obligation, to require the Participant to satisfy all or any portion of a Participating Company's tax withholding obligations by deducting from the shares of Stock otherwise deliverable to the Participant in settlement of Vested PRSUs a number of whole shares of Stock having a Fair Market Value, as determined by the Company as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable minimum statutory withholding rates (and subsequently making a payment of Company cash equal to the amount of any such tax obligation to the respective tax authorities).

6.3 **Assignment of Sale Proceeds.** Subject to compliance with applicable law and the Company's Insider Trading Policy, if permitted by the Company, the Participant may satisfy the Participating Company's tax withholding obligations in accordance with procedures established by the Company providing for delivery by the Participant to the Company or a broker approved by the Company of properly executed instructions, in a form approved by the Company, providing for the assignment to the Company of the proceeds of a sale with respect to some or all of the shares of Stock being acquired upon settlement of Vested PRSUs. If the Settlement Date would occur on a date on which a sale of the shares of Stock by the Participant would violate the Insider Trading Policy of the Company, the Settlement Date for such Vested PRSUs shall be deferred until the earlier of (a) the next day on which the sale of shares by the Participant would not violate the Insider Trading Policy, or (b) the 15th day of the third calendar month following calendar year of the Settlement Date.

7. **Rights as a Stockholder, Director, Employee or Consultant.**

The Participant shall have no rights as a stockholder with respect to any shares of Stock which may be issued in settlement of Vested PRSUs until the date of the issuance of such shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date the shares of Stock are issued, except as provided in Section 3.6 of this Agreement and Section 4.4 of the Plan (Adjustments for Changes in Capital Structure). If the Participant is an Employee, the Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between a Participating Company and the Participant, the Participant's employment is "at will" and is for no specified term. Nothing in this Agreement shall confer upon the Participant any right to continue in the Service of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Participant's Service at any time.

8. **Legends.**

The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of Stock issued pursuant to this Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing shares of Stock acquired pursuant to this Award in the possession of the Participant in order to carry out the provisions of this Section.

9. **Compliance with Section 409A.**

It is intended that the settlement of Vested PRSUs as set forth in this Agreement qualify for exemption from, or comply with, the requirements of Section 409A, and any ambiguities herein will be interpreted to so qualify or comply. Notwithstanding the foregoing, if it is determined that the PRSUs fail to satisfy the requirements of the "short-term deferral" exemption and are otherwise Section 409A Deferred Compensation, it is intended that any payment or benefit which is made or provided pursuant to or in connection with this Award shall comply in all respects with the applicable requirements of Section 409A (including applicable regulations or other administrative guidance thereunder, as determined by the Committee in good faith) to avoid the unfavorable tax consequences provided therein for non-compliance. In connection with effecting such compliance with Section 409A, the following shall apply:

9.1 **Separation from Service; Required Delay in Payment to Specified Employee.** Notwithstanding anything set forth herein to the contrary, no amount payable pursuant to this Agreement on account of the Participant's termination of Service which constitutes a "deferral of compensation" within the meaning of the Treasury Regulations issued pursuant to Section 409A of the Code (the "***Section 409A Regulations***") shall be paid unless and until the Participant has incurred a "separation from service" within the meaning of the Section 409A Regulations. Furthermore, to the extent that the Participant is a "specified employee" within the meaning of the Section 409A Regulations as of the date of the Participant's separation from service, no amount that constitutes a deferral of compensation which is payable on account of the Participant's separation from service shall be paid to the Participant before the date (the "***Delayed Payment Date***") which is first day of the seventh month after the date of the Participant's separation from service or, if earlier, the date of the Participant's death following such separation from service. All such amounts that would, but for this Section, become payable prior to the Delayed Payment Date will be accumulated and paid on the Delayed Payment Date.

9.2 **Other Changes in Time of Payment.** Neither the Participant nor the Company shall take any action to accelerate or delay the payment of any benefits under this Agreement in any manner which would not be in compliance with the Section 409A Regulations.

9.3 **Amendments to Comply with Section 409A; Indemnification.** Notwithstanding any other provision of this Agreement to the contrary, the Company is authorized to amend this Agreement, to void or amend any election made by the Participant under this Agreement and/or to delay the payment of any monies and/or provision of any benefits in such manner as may be determined by the Company, in its discretion, to be necessary or appropriate to comply with the Section 409A Regulations without prior notice to or consent of the Participant. The Participant hereby releases and holds harmless the Company, its directors, officers and stockholders from any and all claims that may arise from or relate to any tax liability, penalties, interest, costs, fees or other liability incurred by the Participant in connection with the Award, including as a result of the application of Section 409A.

9.4 **Advice of Independent Tax Advisor.** The Company has not obtained a tax ruling or other confirmation from the Internal Revenue Service with regard to the application of Section 409A to the Award, and the Company does not represent or warrant that this Agreement will avoid adverse tax consequences to the Participant, including as a result of the application of Section 409A to the Award. The Participant hereby acknowledges that he or she has been advised to seek the advice of his or her own independent tax advisor prior to entering into this Agreement and is not relying upon any representations of the Company or any of its agents as to the effect of or the advisability of entering into this Agreement.

10. **Miscellaneous Provisions.**

10.1 **Termination or Amendment.** The Committee may terminate or amend the Plan or this Agreement at any time; provided, however, that no such termination or amendment may have a materially adverse effect on the Participant's rights under this Agreement without the consent of the Participant unless such termination or amendment is necessary to comply with applicable law or government regulation, including, but not limited to, Section 409A. No amendment or addition to this Agreement shall be effective unless in writing.

10.2 **Nontransferability of the Award.** Prior to the issuance of shares of Stock on the applicable Settlement Date, neither this Award nor any PRSUs subject to this Award shall be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

10.3 **Repayment/Forfeiture**. By accepting this Award, the Participant specifically agrees that any and all payments or benefits the Participant or any other person may be entitled to receive under or as a result of this Award shall be immediately forfeited, and that the aggregate amount of any payments or benefits the Participant or any other person has received under or as a result of this Award (determined without regard to any taxes or other amounts withheld from such payments or benefits), shall be repaid to the Company within 30 days following written notice from the Company (or such shorter period as may be required by applicable law), (1) as the Company in its discretion determines may be required to comply with any applicable listing standards of a national securities exchange adopted in accordance with Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations of the U.S. Securities and Exchange Commission adopted thereunder or similar rules under the laws of any other jurisdiction, (2) to the extent provided pursuant to the Company's Incentive Compensation Recoupment Policy, and (3) in the event the Committee or its delegate determines that the Participant has engaged in Prohibited Conduct (as defined below) at any time during the Recoupment Period (as defined below). For purposes of this Section 10.3,

(d) **"*Prohibited Conduct*"** means (1) violation of the Company's Code of Ethical Business Conduct, Insider Trading Policy, or any Proprietary Information, Inventions Agreement, Non-Compete Agreement (or similar agreement) signed by the Participant; (2) unethical behavior (such as, without limitation, fraud, dishonesty, or misrepresentation of product benefits); (3) engaging in Competition; (4) disclosing or using in any capacity other than as necessary in the performance of duties assigned by the Company or its Affiliates any confidential information, trade secrets or other business sensitive information or material concerning the Company or its Affiliates, customers, suppliers or partners; (5) directly or indirectly employing, contacting concerning employment, or participating in any way in the recruitment for employment of (whether as an employee, officer, director, agent, consultant or independent contractor), any person who was or is an employee, representative, officer or director of the Company or any of its Affiliates at any time within the 12 months prior to termination of Participant's employment; (6) any action or statement by Participant and/or his or her representatives that either does or could reasonably be expected to disparage the Company, its Affiliates, or their officers, employees, or directors, or undermines, diminishes or otherwise damages the relationship between the Company or any of its Affiliates and any of their respective customers, potential customers, vendors and/or suppliers that were known to Participant; or (7) breach of any provision of any employment or severance agreement with the Company or any Affiliate. Any determination of Prohibited Conduct shall be made by the Committee or its delegate in its sole discretion and shall be binding on all parties. Notwithstanding anything contained herein to the contrary, Prohibited Conduct shall not include communication by Participant with any government agency, commission or regulator or participation by Participant in any investigation or proceeding that may be conducted by any government agency, commission or regulator, but only to the extent that such communication is required or permitted by law.

(e) **"*Competition*"** means, either during Participant's employment with the Company or any of its Affiliates, or within 12 months following termination of such employment, accepting employment with, or serving as a consultant or advisor or in any other capacity to a competitor of the Company, including but not limited to the DePuy Synthes division of Johnson & Johnson, Stryker Corporation, Globus Medical, Inc., Medtronic, Inc., K2M Holdings, Inc., Zimmer Biomet Holdings, Inc., Alphatec Holdings, Inc., Titan Spine, LLC. or any subsidiary or Affiliate of the foregoing (a **"*Competitor*"**), including, but not limited to, employment or another business relationship with any Competitor if Participant has been introduced to trade secrets, confidential information or business sensitive information during Participant's employment with the Company or any of its Affiliates and such information would aid the Competitor because the threat of disclosure of such information is so great that it must be assumed that such disclosure would occur.

(f) **"*Recoupment Period*"** means the period beginning on the Date of Grant and ending on the date that is 12 months after the date on which the Participant or any other person received any payment or benefit pursuant to this Award, provided, however, that if the Prohibited Conduct resulted in the Participant or any other person receiving any payment or benefit pursuant to this Award in excess of the payment or benefit that would have been received absent such Prohibited Conduct, the Recoupment Period shall end on the date that is 36 months after the date on which such payment or benefit was received.

10.4 **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

10.5 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns. If all or any part of any section or clause of this Agreement is determined to be invalid or unenforceable in any respect or to any degree, that section or clause shall be interpreted and enforced to the maximum extent allowed by law and shall not invalidate or impact any other sections and/or clauses that remain.

10.6 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by a Participating Company, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address of such party set forth in the Grant Notice or at such other address as such party may designate in writing from time to time to the other party.

(a) ***Description of Electronic Delivery.*** The Plan documents, which may include but do not necessarily include: the Plan, this Agreement, the Plan Prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, if permitted by the Company, the Participant may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company.

(b) ***Consent to Electronic Delivery.*** The Participant acknowledges that the Participant has read Section 10.6(a) of this Agreement and consents to the electronic delivery of the Plan documents and, if permitted by the Company, the delivery of the Grant Notice, as described in Section 10.6(a). The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. The Participant may revoke his or her consent to the electronic delivery of documents described in Section 10.6(a) or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 10.6(a) but has nevertheless knowingly and voluntarily chosen to do so by electronically accepting the Award (as provided in the Grant Notice).

10.7 **Integrated Agreement.** This Agreement and the Plan shall constitute the entire understanding and agreement of the Participant and the Participating Company Group with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Participating Company Group with respect to such subject matter. To the extent contemplated herein or therein, the provisions of this Agreement and the Plan shall survive any settlement of Vested PRSUs and shall remain in full force and effect.

10.8 **Applicable Law.** This Agreement shall be governed by the laws of the State of Delaware as such laws are applied to agreements between Delaware residents entered into and to be performed entirely within the State of Delaware.

10.9 **Terms and Conditions Subject to Change in the Event the Participant Transfers Outside of the United States.** Should the Participant transfer his or her residence and/or employment with the Company to another country, the Company, in its sole discretion, shall determine whether application of certain additional and/or supplemental terms and conditions is necessary or advisable in order to comply with respective laws, rules and regulations or to facilitate the operation and administration of the Award and the Plan. In all circumstances, the Company will provide the Participant with its ordinary-course terms and conditions for such country(ies) in the form of an amendment and/or addendum, which shall thereafter be part of this Agreement.

Exhibit 99.3

October 16, 2018

Dear Greg:

NuVasive, Inc. (the "Company"), through its Board of Directors (the "Board"), has approved the following amendments to your offer letter dated May 22, 2015 (the "Offer Letter"), effective as of the date of this letter, to reflect your agreement to voluntarily relinquish your current role as the Company's Chief Executive Officer as of November 5, 2018, continue as an employee of the Company in the capacity of a Strategic Advisor through December 1, 2018, continue service as a non-employee member of the Board (a "Director") in the capacity of Chairman of the Board, and provide services to the Company as a Consultant commencing December 1, 2018, pursuant to the General Consulting and Services Agreement entered into between yourself and the Company.

1. Title and Position. Effective as of November 5, 2018, you will no longer serve as the Company's Chief Executive Officer. During the period November 5, 2018 through December 1, 2018, you will remain an employee of the Company with the title of Strategic Advisor, reporting to the Board. In such role and during such period, you will continue to be paid the base salary and be eligible for all Company benefits as in effect on the date of this letter. The Board and you acknowledge and agree that the decision to leave the role of Chief Executive Officer and to assume the role of Strategic Advisor was voluntary on your part, in furtherance of the Company's leadership and succession planning activities.

2. Annual Bonus. For the 2018 performance year, you will receive a pro-rated bonus in the amount of $553,438. Such pro-rated bonus will be payable to you at such time that annual bonuses are paid to other senior executives for the 2018 performance year.

3. Long-term Incentive Awards. It is intended that your termination of service as an employee and continuation of service as a Consultant and a Director will not adversely impact any outstanding long-term incentive awards previously granted to you pursuant to the Company's 2014 Equity Incentive Plan and 2014 Executive Incentive Compensation Plan. All of the long-term incentive awards granted to you by the Company that are outstanding as of the date hereof are hereby amended, to the extent necessary or appropriate, to confirm that (i) your service as a Director and as a Consultant shall be recognized and credited as continued service for all purposes under the award agreements, and (ii) if your service as a Director terminates because you are not nominated for re-election, you stand for re-election as a Director but are not re-elected, or you are removed as a Director other than for cause which relates solely to your service as a non-employee Director, such termination of service shall be treated as an involuntary termination without cause, and any long-term incentive awards that are not then vested shall be subject to pro-rata vesting, in accordance with the terms in the Offer Letter and the applicable award agreements.

4. Termination of Severance Rights and Benefits. You acknowledge and agree that your termination of employment with the Company as of December 1, 2018, is based on mutual agreement, and that from and after December 1, 2018, you have no entitlement or claim to any compensation or benefits under any applicable severance policy or agreement, including the Company's Executive Severance Policy. You also acknowledge and agree that effective as of December 1, 2018, you are no longer eligible for change of control benefits under your individual Change in Control Agreement. Further, from and after December 1, 2018, you acknowledge and agree that you will not be treated as an employee for purposes of any health and welfare benefits, and other benefits afforded to the Company's employees and executives.

5. Service as a Director. Your service as Director and Chairman of the Board shall continue subject to and in accordance with the Company's organizational documents. Commencing December 1, 2018, you will qualify as a non-employee Director and will participate in the Company's Director compensation program for non-employee Directors and receive cash retainers and an annual equity award on the same basis as other non-employee Directors. In furtherance of your duties as Director and Chairman of the Board, the Company will make office space available to you at the Company's Carlsbad facility, which the Company believes is necessary for its convenience and to facilitate the performance of such duties. The Company also agrees to provide you with administrative assistance as necessary and appropriate for the performance of such duties, to be coordinated through the office of the Corporate Secretary.

The provisions of this letter agreement shall be governed by the laws of the State of Delaware other than the conflicts of laws provisions thereof.

Please sign below and return the fully executed letter agreement to Peter Leddy, Executive Vice President, People and Culture.

Very truly yours,

NUVASIVE, INC.

By: /s/ Dan Wolterman

Dan Wolterman, Chairman of the Compensation Committee of the Board of Directors

I have read this letter in its entirety and agree with the terms and conditions set forth in this letter agreement.

/s/ Gregory T. Lucier
Gregory T. Lucier

Dated: October 17, 2018

Exhibit 99.4

GENERAL CONSULTING AND SERVICES AGREEMENT

This General Consulting and Services Agreement ("Agreement") is effective as of October 16, 2018 (the "Effective Date") by and between NuVasive, Inc. (the "Company") and Gregory T. Lucier ("Consultant") (individually referred to herein as a "Party" or collectively the "Parties").

WHEREAS, in furtherance of the Company's leadership and succession planning activities, Consultant is voluntarily leaving his current role as the Company's Chief Executive Officer as of November 5, 2018; and

WHEREAS, Consultant has agreed to continue as an employee of the Company as a Strategic Advisor through December 1, 2018, on which date he has agreed to voluntarily terminate his employment with the Company; and

WHEREAS, the Company desires to retain Consultant from and after December 1, 2018 (the "Consulting Commencement Date") pursuant to this Agreement to, among other things, assist the Company with a smooth transition of Chief Executive Officer responsibilities.

NOW, THEREFORE, the Parties agree as follows:

1. Engagement.

(a) From and after the Consulting Commencement Date and through the end of the Term (as defined below) (the "Consulting Term"), Consultant shall provide non-exclusive consulting services to the Company, reporting to the Board, pursuant to the terms of this Agreement. The Parties agree and acknowledge that the Consulting Term is intended to follow immediately upon the end of Consultant's time of service as a Company employee, such that there is no break in Consultant's status as a service provider to the Company for purpose of Consultant's continued vesting of outstanding incentive awards previously granted to Consultant pursuant to the Company's 2014 Equity Incentive Plan and 2014 Executive Incentive Compensation Plan. Other than the continued vesting of such awards in accordance with the terms thereof, Consultant shall receive consideration for consulting services provided during the Consulting Term only as set forth in this Agreement. The Parties agree and acknowledge that the decision to assume the role of consultant was voluntary on the part of Consultant, in furtherance of the Company's leadership and succession planning activities.

(b) The parties acknowledge and agree that this Agreement shall in no way modify Consultant's current status as a member of the Company's Board nor modify Consultant's rights and obligations with respect thereto. From and after the Effective Date, Consultant shall continue to serve as a member of the Board subject to, and in accordance with, the Company's organizational documents.

2. Services To Be Provided. The Company and Consultant agree that during the Consulting Term, Consultant shall perform the Services as specified in Exhibit A (the "Services"). Consultant represents, warrants, and covenants that Consultant will perform the Services under this Agreement in a timely, professional, and workmanlike manner and that all materials, information and deliverables provided to Company will comply with: (i) any requirements set forth in the Services, (ii) the Company's Code of Conduct, and (ii) the law. The Services may be provided offsite at a location chosen by Consultant and/or in such executive office spaces provided by the Company. Consultant acknowledges that the Services performed hereunder are distinct from, and in addition to, any activities of Consultant in furtherance of Consultant's service as a member of the Board.

3. Consideration. In return for the promises and covenants by the Parties herein, and Consultant's compliance with this Agreement, the Company agrees to provide Consultant with the following consideration:

(a) Compensation. During the Consulting Term, the Company will pay to Consultant, as full and complete payment for the performance of the Services, the compensation described in Exhibit A, in the time and manner of payment described in Exhibit A. Consultant acknowledges that he is not entitled to any other compensation or remuneration of any kind whatsoever for the Services unless otherwise set forth in this Agreement.

(b) Expenses. Provided that Consultant provides accounts or invoices evidencing Consultant's expenses, the Company shall reimburse Consultant for all pre-approved out-of-pocket expenses incurred by Consultant in connection with the performance of the Services.

4. Relationship of Parties.

(a) Independent Consultant. During the Consulting Term, Consultant, in his capacity as such, shall be at all times an independent consultant and shall not be an agent or employee of, and shall have no authority to bind the Company by contract or otherwise in any matter whatsoever, unless otherwise specifically authorized in writing by the Board or its designee. Consultant will perform the Services under the general direction of the Company's Board, but shall retain the discretion to determine both the manner and means by which the Services are to be accomplished. Unless specifically set forth herein, Consultant, in his capacity as such, shall not be considered as having any employee status or as being entitled to participate in any commission, bonus, health and welfare benefits, equity plans, or other arrangements the Company may from time-to-time provide to its employees or executives.

(b) Employment Taxes and Benefits. Consultant will report as self- employment income all compensation received by Consultant pursuant to this Agreement, and will be issued an IRS Form 1099 regarding any payments he receives from the Company pursuant to this Agreement. The Consultant is solely responsible for payment of all income, social security, employment- related, or other taxes incurred by the Consultant under this Agreement. Consultant further understands and agrees that should any amount of this payment pursuant to this Agreement become taxable for any reason, or should federal, state, or local taxes or penalties be assessed on any amount paid by the Company to the Consultant pursuant to this Agreement, Consultant shall hold the Company harmless from and against such assessments and shall be solely responsible for payment of all such assessments, regardless of whether they are assessed against Consultant or the Company.

5. Restrictive Covenants. Consultant affirms continued application of the Proprietary Information and Inventions Assignment and Restrictive Covenant Agreement previously executed by Consultant on May 26, 2015, as amended on October 16, 2018 (the "PIIA Agreement"). The Parties acknowledge and agree, however, that Consultant may be employed full-time by another employer.

6. Indemnification. The Company will indemnify and hold harmless Consultant from and against any and all claims, suits, actions, demands, and proceedings against Company arising from the Agreement, and all losses, costs, and liabilities directly related thereto. Nothing contained in this Agreement shall modify the rights and obligations of Consultant with respect to indemnification by the Company in connection with Consultant's service as a member of the Board.

7. Consultants Representations and Obligations.

(a) Compliance with Laws. Consultant represents and warrants that in providing any services pursuant to this Agreement he will comply with all applicable federal, state, local, municipal, regulatory and/or governmental agency laws, statutes, regulations, edicts, guidance, directives, and ordinances applicable to those services, including, without limitation, (i) the U.S. Health Insurance Portability and Accountability Act (HIPAA), (ii) all federal and state health care anti-fraud, anti- kickback and abuse laws such as 42 U.S.C. § 1320a-7b(b); (iii) the Federal Food, Drug, and Cosmetic Act and its implementing regulations; (iv) all rules, regulations, and guidance of the U.S. Food and Drug Administration (FDA); and (v) all rules, regulations and guidance of the Center for Medicare and Medicaid Services (CMS). Without limiting the generality of the foregoing, except to the extent allowed by applicable law, in providing services under this Agreement, Consultant will make no offer, payment or other inducement, whether directly or indirectly, to induce the referral of business, the purchase, lease or order of any item or service, or the recommending of the purchase, lease or order of any item or service.

(b) Debarment. Consultant represents and warrants that Consultant has not been nor is debarred, suspended, excluded or otherwise ineligible under Section 306 of the Federal Food, Drug and Cosmetic Act (as amended by the Generic Drug Enforcement Act of 1992), 21 U.S.C. § 336, or listed on any applicable federal exclusion list including the then- current: (i) HHS/OIG List of Excluded Individuals/Entities (http://www.oig.hhs.gov); (ii) General Services Administration's List of Parties Excluded from Federal Programs (http://www.epls.gov); and (iii) FDA Debarment List (http://www.fda.gov/ora/compliance_ref/debar/). A breach of this provision shall be sufficient cause for the Company to terminate this Agreement immediately without notice or cure.

8. Term and Termination.

(a) Term. The "Term" shall commence on the Effective Date and end on May 31, 2020. The Term may be extended or modified by mutual written agreement of the Parties. During the Term, Consultant will be rendering "Service" for purposes of continued vesting and settlement of outstanding incentive awards previously granted to Consultant pursuant to the Company's 2014 Equity Incentive Plan and 2014 Executive Incentive Compensation Plan. Consultant's "Service" (for vesting and settlement purposes) under this Agreement will be deemed to have terminated at the end of the Term, unless the consulting arrangement is terminated prior to the end date of the Term as a result of Consultant's breach; provided, that nothing in this Agreement shall serve to modify Consultant's "Service" (for vesting purposes) associated with Consultant's service as a member of the Board.

(b) Termination by the Company. Unless stated otherwise in the Agreement, the Company may terminate this Agreement: (i) upon the inability of Consultant to render the Services to the Company by reason of death or Disability (as defined in the Company's 2014 Equity Incentive Plan); (ii) for Cause; (iii) immediately and without notice or a right to cure for a material violation of any of the restrictive covenants contained in the PIIA Agreement; or (iv) immediately without notice or a right to cure upon a Change in Control. For purposes of this section:

"Cause" means Consultant's (a) willful and repeated failure to satisfactorily perform the Services; (b) willful and repeated refusal or failure to follow the reasonable and lawful directions of the Board pursuant to this Agreement; (c) conviction of a crime involving moral turpitude; or (d) engaging in acts or omissions constituting gross negligence, recklessness or willful misconduct with respect to the Services.

"Change in Control" means the occurrence of any one or a combination of the following:

- any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), becomes the "beneficial owner" (as such term is defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total fair market value or total combined voting power of the Company's then outstanding securities entitled to vote generally in the election of Directors; provided, however, that a Change in Control shall not be deemed to have occurred if such degree of beneficial ownership results from any acquisition of such voting power by an entity owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the voting securities of the Company; or
- the sale, exchange, or transfer of all or substantially all of the assets of the Company (other than a sale, exchange or transfer to one or more subsidiaries of the Company); or
- approval by the stockholders of a plan of complete liquidation or dissolution of the Company.

The Compensation Committee of the Board is empowered to determine, and shall, when necessary, so determine, whether multiple acquisitions of the voting securities of the Company and/or multiple asset transactions, as applicable, are related and to be treated in the aggregate as a single Change in Control, and its determination shall be final, binding and conclusive. Other than for a breach of a restrictive covenant or for a Change in Control, if Company believes that Consultant materially breached this Agreement, Company will notify Consultant in writing and allow Consultant to cure any material breach within ten (10) calendar days after delivery of Company's written notice.

(c) Termination by the Consultant. Consultant may not terminate this Agreement during the Term except or unless Company materially breaches this Agreement. If Consultant believes that the Company materially breached this Agreement, Consultant will notify Company in writing and allow the Company to cure any material breach within ten (10) calendar days after delivery of Consultant's written notice.

(d) Conduct Following Expiration or Termination. Upon expiration or termination of this Agreement, Consultant shall promptly: (i) cease performing the Services; (ii) deliver to the Company all Company documents, work product and other materials whether or not complete, prepared by or on behalf of Consultant in the course of performing the Services; and (iii) remove any Consultant-owned property, equipment or materials located at the Company's locations. If the Agreement is terminated prior to the expiration of the Term for anything other than a Change in Control (as defined above), Consultant's compensation will be pro-rated based on the Services performed up to the date of termination as specified in the notice of termination. If the Agreement is terminated prior to the expiration of the Term as a result of a Change in Control (as defined above), the Company will pay out the full remainder of the annual cash consulting fee provided for in Exhibit A upon the effective date of such Change in Control.

(e) No Election of Remedies. The election by the Company or Consultant to terminate this Agreement in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination.

(f) Continuing Obligations under Agreement. Upon the expiration or termination of this Agreement for any reason each Party will be released from all obligations to the other arising after the date of expiration or termination, except that expiration or termination of this Agreement will not relieve Consultant or the Company of their respective obligations under Sections 4(b), 8(d) and 8(g), and the PIIA Agreement, nor will expiration or termination of this Agreement relieve Consultant or the Company from any liability arising from any breach of this Agreement.

(g) Duty to Return Confidential Information and Property. Consultant will promptly notify the Company of all confidential information in Consultant's direct or indirect possession or control and, at the expense of the Company and in accordance with the Company's instructions, will promptly deliver to the Company all such confidential information and or property in Consultant's possession, custody and/or control, without retaining copies thereof.

9. General.

(a) Binding Effect; Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. This Agreement is personal in nature, and Consultant shall not, without the prior written consent of the Company, assign or transfer this Agreement or any rights or obligations hereunder.

(b) Non Disparagement. Unless subject to a valid trial subpoena or court order, the Parties agree that each Party will not make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame, disparage or in any way criticize the personal and/or business reputations, practices or conduct of the other Party.

(c) Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to conflict of laws and all disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the State Court located in Delaware. Should any legal action be commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover, in addition to court costs, such amount as the court may adjudge as reasonable attorneys' fees.

(d) Complete Understanding; Modification. This Agreement contains all of the Parties' contractual obligations to each other as it retains to the subject matter of this Agreement, and cannot be modified or amended unless the modification or amendment is in a writing signed by both Parties.

(e) Severability. It is the desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement is sought. If any particular provisions or portion of this Agreement shall be adjudicated to be invalid or unenforceable, this Agreement shall be deemed amended to delete therefrom such provisions or portion adjudicated to be invalid or unenforceable, such amendment to apply only with respect to the operation of such provisions in the particular jurisdiction in which such adjudication is made.

(f) Construction of Agreement. This Agreement will in all events be construed as a whole, according to its fair meaning, and not strictly for or against a Party merely because that Party (or Party's legal representative) drafted this Agreement. Any ambiguity contained in this Agreement shall be construed to permit the Parties to comply with applicable law. The headings, titles, and captions contained in this Agreement are merely for reference and do not define, limit, extend, or describe the scope of this Agreement. Unless the context requires otherwise, (a) gender (or lack of gender) of all words in this Agreement includes the masculine, feminine, and neuter, and (b) the word "including" means "including, without limitation."

(g) Waiver. The waiver or failure of a Party to exercise in any respect any right provided for under this Agreement shall not be deemed to be a waiver of any future right under this Agreement.

(h) Counterparts/Signature Pages. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page delivered by a fax machine, telecopy machine, or via electronic mail in .pdf or equivalent format shall be binding to the same effect as an original signature page.

(i) Represented by Independent Counsel. Consultant acknowledges and agrees that Consultant has read the Agreement in its entirety, and has been represented by independent legal counsel in negotiating the terms of this Agreement, including, but not limited the Delaware choice of law and Delaware choice of forum provisions, and the restrictive covenants.

IN WITNESS WHEREOF,

CONSULTANT: /s/ Gregory T. Lucier

Printed Name: Gregory T. Lucier

Date: October 17, 2018

COMPANY: /s/ Dan Wolterman

By: Dan Wolterman
Title: Chairman of the Compensation Committee of the Board of Directors

Date: October 16, 2018

EXHIBIT A

Services and Compensation

Services: In performing the Services, Consultant shall report and be directly responsible to the Company's Board. The Services contemplated by the Agreement to be provided during the Consulting Term are the following:

- Provide assistance with the orderly transition of current duties and responsibilities to the Company's Chief Executive Officer; and
- Upon reasonable request from the Company's Chief Executive Officer, provide assistance not to exceed an average of five hours per week with business and organizational strategy, including effective change management with internal Company employees and personnel and external constituents and customers,

During the Consulting Term, Consultant will perform the Services under the general direction of the Board, but Consultant will determine in Consultant's discretion, the manner and means by which the Services are to be accomplished, and such services shall be performed by Consultant as reasonably convenient and at times that do not interfere with any other employment or professional commitments of Consultant. The Services to be performed under this Agreement are personal in nature and may not be subcontracted to or performed by any agent or representative of Consultant absent the Board of Director's advanced written consent.

Tools and Materials: Consultant will use Consultant's own equipment and materials to perform the Services. Consultant shall not have general access to the Company's property, including its facilities, computers, laptops, software or networks, unless the Board, in its sole discretion, deems such access necessary for the Consultant to perform the Services. Notwithstanding the foregoing, Consultant may continue to use the Company credit card and computer and shall have access to the Company network, provided such use is reasonable and customary for the performance of the Services and complies with all Company policies with respect thereto, and subject to the discretion of the Board.

Compensation: During the Consulting Term, Consultant will receive:

- Annual cash consulting fee of $600,000 for fiscal year 2019 and $125,000 for fiscal year 2020 (payable quarterly in advance);

Except as set forth above, no other compensation or benefits will be due to, or paid to, Consultant by the Company with respect to Consultant's performance of Services under this Agreement.

Exhibit 99.5

AMENDMENT NO. 1 TO PROPRIETARY INFORMATION, INVENTIONS ASSIGNMENT AND RESTRICTIVE COVENANT AGREEMENT

THIS AMENDMENT NO. 1 TO PROPRIETARY INFORMATION, INVENTIONS ASSIGNMENT AND RESTRICTIVE COVENANT AGREEMENT ("AMENDED PIIA") is made and entered into by and between Gregory T. Lucier ("Shareowner") and NuVasive, Inc. (the "Company") (collectively "Parties"), effective October 16, 2018 (the "Effective Date").

W I T N E S S E T H:

WHEREAS, Shareowner previously entered into that certain Proprietary Information, Inventions Assignment and Restrictive Covenant Agreement dated May 26, 2015 (the "PIIA"); and

WHEREAS, the Parties desire to amend the PIIA on the terms and conditions set forth in this AMENDED PIIA.

NOW, THEREFORE, in consideration for Shareowner's continued employment with the Company through December 1, 2018, including the benefits set forth in the letter agreement between the Parties dated as of October 16, 2018, and the subsequent engagement by the Company of Shareowner as a consultant, including the compensation provided by the Company to Shareowner, as well as Shareowner's continued access to the Company's Proprietary Information, the Parties agree as follows:

1. Enforcement. Effective as of the Effective Date, the "Statement Regarding Proprietary Information, Inventions Assignment and Restrictive Covenant Agreement" contained in the PIIA be and hereby is amended so as to delete the following sentence therefrom: "However, any such restrictions regarding post-employment competition will not be enforced against NuVasive Shareowners who live in California." The Parties agree and acknowledge that it is the intent of the Parties that the PIIA, as amended by this AMENDED PIIA, be enforceable against Shareowner without regard to the deleted provisions.

2. Defintions. Effective as as the Effective Date, the following definitions contained in the PIIA be and hereby are amended as follows:

(a) The definition of "Customer" be and hereby is amended to mean: "hospitals (including but not limited to surgery centers, medical centers or other healthcare institutions and their employees), payers (including but not limited to insurance companies and third-party billers), and physicians (or other health care practitioners including but not limited to the employees of any surgeon or other healthcare practitioners) who use, order or approve the use or ordering of Company products or services or who the Company has solicited to use, order, or approve the use or ordering of Company products or services within the past twenty-four (24) month period."

(b) The definition of "Conflicting Organization" be and hereby is amended to mean: "any person, group of persons, or organization that is engaged in, or about to be engaged in, research on, consulting regarding, or development, production, marketing or selling of any product, process, invention or service, which resembles, competes with, or replaces a product, process, machine, invention or service upon which I shall have worked or about which I became knowledgeable as a result of my relationship with the Company, and whose use or marketability could be enhanced by the application of Proprietary Information to which I shall have had access during such relationship."

3. Restrictive Covenants.

(a) Notwithstanding anything contained in the PIIA to the contrary, the Parties agree that the restrictive covenants set forth in Sections VI and VII of the PIAA shall apply to Shareowner.

(b) Effective as of the Effective Date, the Non-Solicitation provision contained in Section VI of the PIIA, be and hereby is amended and extended as follows: that during the term of Shareowner's engagement with the Company as an employee or consultant and for twenty-four (24) months immediately following the termination of that engagement with the Company (regardless of the reason for the termination) Shareowner will not for any purpose other than for the benefit of the Company: (i) directly or indirectly solicit or cause to be solicited, entice, persuade, induce, call upon or provide services to any Customer, accounts or clients that I worked with, had responsibility or oversight for, provided services related to, had material contact with, or learned material information about during my employment (or other association) with the Company; and/or (ii) directly or indirectly solicit or cause to be solicited, or participate in or promote the solicitation of, any person to terminate that person's employment or contractual relationship with the Company or to breach that person's employment agreement or other contractual relationship with the Company, or to perform any services for or become employed by any business engaged in any line or type of business conducted by the Company or any of its subsidiaries or affiliates during the period in which Shareowner was employed by the Company.

(c) Effective as of the Effective Date, the Non-Competition provision contained in Section VII of the PIIA, be and hereby is amended and extended as follows: that during the course of Shareowner's engagement with the Company as an employee or consultant and for a period of twenty-four (24) months following the termination of that engagement with the Company (regardless of the reason for the termination), Shareowner will not: (i) directly or indirectly, own, operate, control or participate in the ownership, operation or control, build, design, finance, acquire, lease, operate, manage, invest in, or otherwise affiliate myself with a Conflicting Organization (as defined below); and/or (ii) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor, or otherwise for a Conflicting Organization. Provided, however, this restriction shall not prevent me from purchasing or owning directly or beneficially as a passive investment, less than five percent (5%) of any class of the publicly traded securities of any corporation.

4. At-Will Employment. Effective as as the Effective Date, Section X of the PIIA ("At-Will Engagement") shall be deleted and shall have no further force or effect.

5. **Governing Law and Forum**. Notwithstanding anything contained in the PIIA to the contrary, the Parties agree that the PIIA, as amended by this AMENDED PIIA, will be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to conflict of laws, and all disputes arising under or relating to the PIIA and this AMENDED PIIA shall be brought and resolved solely and exclusively in the State of Delaware. Shareowner irrevocably waives his right to have any disputes with the Company arising out of or related to the PIIA and this AMENDED PIIA decided in any jurisdiction or venue other than a state court in the State of Delaware. Shareowner also irrevocably consents to the personal jurisdiction of the state courts in the State of Delaware for the purposes of any action arising out of or related to the PIIA and this AMENDED PIIA.

6. **Representation by Counsel.** Shareowner acknowledges and agrees that Shareowner has read in its entirety the PIIA, as amended by this AMENDED PIIA , and has been represented by independent legal counsel in negotiating the terms thereof, including, but not limited to the Delaware choice of law and Delaware choice of forum provisions, and the restrictive covenants.

7. **Miscellaneous.**

(a) **Entire Agreement.** Except as expressly set forth herein, this AMENDED PIIA sets forth the entire agreement and understanding of the parties relating to the subject matter herein. No modification of or amendment to this AMENDED PIIA shall be effective unless in writing signed by the Parties who hereto. Except as specifically modified by this AMENDED PIIA, the PIIA shall remain in full force and effect in accordance with its original terms.

(b) **Counterparts; Electronic Signatures.** This AMENDED PIIA may be executed (including via electronic signature) in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WITNESS WHEREOF

SHAREOWNER:	/s/ Gregory T. Lucier
Name:	Gregory T. Lucier
Date:	October 17, 2018
COMPANY:	/s/ Dan Wolterman
By:	Dan Wolterman
Title:	Chairman of the Compensation Committee of the Board of Directors
Date:	October 16, 2018

Exhibit 99.6

October 17, 2018

Mr. Matthew Link

Dear Matt:

NuVasive, Inc. (the "Company") is pleased to offer to you the position of President, Strategy, Technology and Corporate Development ("President") subject to the terms and conditions of this letter agreement. As President, you will continue to be a full-time employee of the Company based in San Diego, California, a Section 16 Officer, and you will continue to report directly to the Company's Chief Executive Officer.

1. Commencement Date and "At-Will" Employment. Your employment with the Company in the role of President will commence on or about November 5, 2018 (the "Commencement Date"). Your employment as President will be "at-will", meaning that it will not be for any specific term and may be terminated by you or by the Company at any time, with or without cause and with or without notice. The at-will nature of your employment shall constitute the entire agreement between you and the Company concerning the duration of your employment and the circumstances under which either you or the Company may terminate your employment relationship.

2. Compensation and Benefits.

Base Salary and Bonus. Your base salary will remain $500,000 per year, less applicable taxes and other withholdings, which will be paid in accordance with Company's normal payroll practices. You will remain eligible for the Company's Annual Bonus Plan with a target opportunity of 90% of your base salary; with the actual payout based on achievement of the plan-specified 2018 performance measures as established by the Company's Board of Directors ("Board").

Long-term Incentive Awards. You will be granted a long-term incentive ("LTI") award on December 3, 2018, with an aggregate grant date face value of $2,500,000, to be comprised of the following: (i) 50% time-based restricted stock units ("RSUs") subject to cliff vesting on the three-year anniversary of the date of grant and (ii) 50% performance cash subject to cliff vesting on the 18-month anniversary of the date of grant (and subject to the satisfaction of performance conditions established to be established mutually between you and the Company's Chief Executive Officer by December 31, 2018). The number of shares subject to such RSU awards shall be determined by dividing the grant date face value by the closing stock price on the date of grant. In the event of termination of employment by the Company other than for "Cause" prior to the vesting of such LTI awards in full, such LTI awards shall vest pro-rata based on the number of months of service from the date of grant through such termination date, using a denominator of 36 months for the RSUs and 18 months for the performance cash (with a performance multiplier of 100%). For purpose of this section "Cause" shall have the same meaning as defined in your existing Change in Control Agreement ("CIC").

Benefits. You will continue to be eligible to apply for all standard benefits available to other full-time Company Shareowners (employees), subject to the Company's policies, the applicable plan documents and benefit plan provisions. Additionally, you will continue to be eligible for the Company's executive benefits package. All compensation, benefits and employer policies and programs will be administered in accordance with the respective the Company's policies, plans and procedures. The Company reserves the right to change or eliminate these policies and programs at any time during the course of your employment, without notice.

3. Severance and CIC. You will continue to be eligible for severance benefits as provided in the Company's Amended and Restated Executive Severance Plan as in effect on the Commencement Date and without regard to any amendments or termination thereof. You will also continue to be eligible for change in control benefits pursuant to your previously executed CIC.

4. Compliance with Company Policies and Procedures. You will continue to be required to comply with all Company policies and procedures. You will also continue to be subject to the Company's stock ownership guidelines, as determined from time-to-time by the Compensation Committee of the Board, which require that you, as a Section 16 Officer, have holdings in Company stock equal to two times (2x) your base salary.

Please sign below and return the fully executed letter agreement to Pete Leddy. We are looking forward to having you continue as part of the NuVasive team.

Very truly yours,

NUVASIVE, INC.

By: /s/ Gregory T. Lucier
Gregory T. Lucier

I have read this letter in its entirety and agree with the terms and conditions set forth in this letter agreement.

/s/ Matthew Link
Matthew Link

Dated: October 17, 2018