
**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): December 29, 2018

NUVASIVE, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-50744
(Commission
File Number)

33-0768598
(I.R.S. Employer
Identification Number)

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

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

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

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

(b) On January 3, 2019, NuVasive, Inc. (the “Company”) issued a press release (the “Organizational Press Release”) announcing updates to its organizational structure and leadership team. The Organizational Press Release included changes in management roles and responsibilities under the leadership of J. Christopher Barry, who joined the Company as Chief Executive Officer on November 5, 2018. A copy of the Organizational Press Release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Under the new organizational structure, the Company eliminated the positions of Executive Vice President, People and Culture, and Executive Vice President, Global Process Transformation, which positions had been held by Peter Leddy, Ph.D. and Stephen Rozow, respectively. Each of Dr. Leddy and Mr. Rozow ceased to be officers and employees of the Company as of December 31, 2018, and each entered into a separation agreement and general release with the Company with respect thereto. Dr. Leddy and Mr. Rozow also entered into general consulting and services agreements with the Company pursuant to which they agreed to assist with the transition of their responsibilities. In addition, each entered into an amendment to his existing Proprietary Information, Inventions Assignment and Restrictive Covenant Agreement with the Company (each, an “Amended PIIA”), which provides that certain restrictive covenants, including non-competition and non-solicitation restrictions, shall continue for a period of two years following termination of their respective consulting engagements.

Additional changes to management roles and responsibilities are disclosed in Item 8.01 of this Current Report on Form 8-K.

(c) On December 29, 2018, Dr. Leddy and the Company entered into a separation agreement and general release (the “Separation Agreement”). In accordance with the terms of the Separation Agreement, Dr. Leddy will be eligible to receive, in exchange for a general release of claims against the Company, benefits under the Company’s executive severance plan, which provides for the payment of (i) 12 months of annual base salary, (ii) an annual performance bonus for the year ended December 31, 2018, payable in March 2019 at the lesser of target or actual performance, (iii) an amount equal to the after-tax cost of health benefits for a period of 12 months, and (iv) outplacement services. In addition, Dr. Leddy’s outstanding long-term incentive awards that had not vested as of December 31, 2018 were modified, such that any and all service vesting conditions for such awards were waived; provided, however, that such awards shall remain subject to and conditioned on satisfaction of any and all applicable performance conditions and such modification shall not shorten any performance period applicable to such awards or accelerate the settlement date of any such awards prior to the end of the performance period. On December 29, 2018, Dr. Leddy and the Company also entered into a general consulting and services agreement (the “Consulting Agreement”). Pursuant to the Consulting Agreement, Dr. Leddy has agreed to provide consulting services to the Company from December 31, 2018 through December 31, 2019, to assist with the transition of his current responsibilities, for which he will receive monthly compensation of \$20,000.

The foregoing information is a summary of select terms from the agreements entered into with Dr. Leddy, is not complete, and is qualified in its entirety by reference to the full text of the agreements. Dr. Leddy’s Separation Agreement, Consulting Agreement, and Amended PIIA are attached as Exhibit 99.2, Exhibit 99.3 and Exhibit 99.4, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01 Other Events.

In the Organizational Press Release, the Company also announced that Lucas Vitale, the Company’s Vice President, Human Resources, was promoted to the position of Chief Human Resources Officer. In this role, Mr. Vitale will serve as an executive officer of the Company with leadership responsibilities for the Company’s human resources function.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
99.1	Press release issued by NuVasive, Inc. on January 3, 2019
99.2	Separation Agreement and General Release dated December 29, 2018 between the Company and Pete Leddy
99.3	General Consulting and Services Agreement dated December 29, 2018 between the Company and Pete Leddy
99.4	Amendment No. 1 to Proprietary Information, Inventions Assignment and Restrictive Covenant Agreement dated December 29, 2018 between the Company and Pete Leddy

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: January 3, 2019

/s/ Rajesh Asarpota

Rajesh Asarpota

Executive Vice President and Chief Financial Officer



NEWS RELEASE

NUVASIVE CEO J. CHRISTOPHER BARRY ANNOUNCES NEW ORGANIZATIONAL STRUCTURE AND LEADERSHIP TEAM

SAN DIEGO – January 3, 2019 – NuVasive, Inc. (NASDAQ: NUVA), the leader in spine technology innovation, focused on transforming spine surgery with minimally disruptive, procedurally integrated solutions, today announced a new organizational structure and associated executive team that chief executive officer (CEO) J. Christopher (Chris) Barry has selected to lead the Company's next phase of growth and innovation. Barry joined NuVasive as CEO on November 5, 2018.

"After assessing the Company over the past two months as CEO, it is clear that NuVasive benefits from significant talent across the organization. Our new structure will enable us to better capitalize on this talent by fostering cross-functional collaboration, consolidating complementary functions and increasing accountability," said Barry. "I am confident this leadership team and our new structure, along with disciplined execution, will better position NuVasive to fulfill our commitments to patients, surgeons, employees and shareholders, and drive NuVasive's success and sustainable growth."

As part of the new organizational structure, NuVasive announced the following leadership team, all of whom will report to Barry. The following changes are effective immediately:

- **Matt Link** will continue to serve as president in an expanded capacity to include direct management of NuVasive Clinical Services and Global Logistics. The integration of these functions rounds out oversight of the entire product life cycle, from development to launch to service to fulfillment, which will positively impact how the sales force brings disruptive innovation to surgeons and patients.
- **Raj Asarpota** will continue to serve as executive vice president and chief financial officer, and lead the Company's Finance, Accounting, Internal Audit and Tax functions.
- **Nate Sisitsky, Esq.** will continue to serve as general counsel and corporate secretary, and lead the Company's Legal function as well as the NuVasive Spine Foundation. In addition, he will also oversee the Company's Real Estate and Facilities function.
- **Jim Garrett, Esq.**, chief compliance officer and leader of the Company's Global Risk and Integrity (GRI) function, will assume an expanded role overseeing the Business and Quality Systems functions, including GRI, Regulatory Affairs/Quality Affairs, Information Technology, and Environmental Health & Safety.
- **Lucas Vitale** is named chief human resources officer, and most recently served as vice president, Human Resources and Sales Training at NuVasive. He has been with the Company for more than four years.
- **Suzanne Hatcher** will continue to lead the Company's Internal and External Affairs functions, including Investor Relations, Public Relations and Internal Communications.
- **Dale Wolf** will continue to oversee the Company's manufacturing efforts, including the facility in West Carrollton, Ohio. He will leverage his significant prior experience, with Barry's direct oversight, to facilitate successful operational and financial execution of the Company's self-manufacturing efforts.

NuVasive's Global Commercial regional leaders include **Paul McClintock** (U.S.), **Erin McEachren** (Europe), **Takaaki Tanaka** (Japan/China) and **Jim Abraham** (Australia/New Zealand).

As an outcome of streamlining top layers within the Company's new organizational structure, the positions of executive vice president, People and Culture, and executive vice president, Global Process Transformation, previously held by Pete Leddy, Ph.D. and Stephen Rozow, respectively, have been eliminated. The Company thanks Pete and Steve for their commitment and dedication to NuVasive.

To read more about NuVasive's leadership team, please visit www.nuvasive.com and click on the *About* section.

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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**SEPARATION AGREEMENT
AND GENERAL RELEASE**

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between Pete Leddy (“Employee”) and NuVasive, Inc. (the “Company”).

WHEREAS the parties acknowledge and agree that Employee was employed by the Company as an at-will employee, and is an executive eligible for severance pay and benefits under the NuVasive, Inc. Amended and Restated Executive Severance Plan (the “Severance Plan”);

WHEREAS Employee’s employment will terminate on the separation date set forth on Appendix 1 attached (“Separation Date”) and such termination has been classified by the Company as “involuntary” as defined in the Severance Plan, but not the result of a “Change in Control” as set forth in the Severance Plan; and

WHEREAS in accordance with the terms of the Severance Plan, Employee and the Company desire to enter into this Agreement to provide for payment or certain severance pay and benefits conditioned on Employee providing a general release of claims and complying with the restrictive covenants and other conditions set out in this Agreement.

NOW, THEREFORE in consideration of the mutual promises, agreements and valuable consideration contained in this Agreement, the sufficiency of which is acknowledged, it is agreed as follows:

1. Severance Pay and Benefits. In exchange for execution and non-revocation of this Agreement by Employee, including the general release of claims and the Amended Proprietary Information and Inventions Assignment and Restrictive Covenant Agreement (PIIA Agreement), and only if Employee does not breach any of the provisions of this Agreement, including but not limited to Paragraph 3 (Return of Company Property), Paragraph 4 (Prohibited Conduct) and Paragraph 5 (Nondisclosure of Confidential Information):

(a) Severance Pay. The Company will pay Employee severance pay in the aggregate amount set forth on Appendix 1 attached (“Severance Pay”) which shall be paid as follows: (i) half of the aggregate amount will be paid in a lump sum payment on the first payroll cycle on or after July 1, 2019; and (ii) the remaining amount will be made in substantially equal installments over a period of six (6) months in accordance with the Company’s regular payroll practices. Employee acknowledges that this Severance Pay is fully taxable compensation subject to tax withholding and other required deductions.

(b) Annual Bonus Eligibility. Employee will be eligible for the Company's annual discretionary bonus for 2018 determined based on the lesser of target or actual performance, which amount shall be paid in a lump sum cash payment no later than the fifteenth (15th) day of March 2019.

(c) Outplacement Services. The Company will provide outplacement assistance (up to a total cost of \$15,000) from a provider of the Company's choosing. Information about the outplacement service provider will be provided to Employee concurrent with the Effective Date. Employee may not receive cash or other severance benefits in lieu of outplacement service.

(d) Employee and the Company agree that Appendix 2 attached, has a complete and accurate list of all outstanding awards granted to him pursuant to: (i) the 2004 Equity Incentive Plan of NuVasive, Inc., and (ii) the 2014 Equity Incentive Plan of NuVasive, Inc., and (iii) all outstanding performance cash awards that were granted to him pursuant to the 2014 Executive Incentive Compensation Plan, Inc. (together the "Awards"). With respect to Awards that have vested on or before December 31, 2018, a separation from service within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, shall occur on December 31, 2018. However, the Awards granted to Employee during his service as a Director with the Company under the 2004 Equity Incentive Plan of NuVasive, Inc., shall continue to vest and be deferred through, and paid on, July 1, 2019. With respect to Awards that have not vested prior to such date, effective December 31, 2018, such Awards shall be modified to waive all service vesting conditions, provided, however, that such Awards shall remain subject to and conditioned on satisfaction of any and all applicable performance conditions and such modification shall not shorten any performance period applicable to such Awards or accelerate the settlement date of any such Awards.

(e) Employee acknowledges that the right to receive some or all of the Severance Pay and benefits provided by the Severance Plan and described in this Agreement is good and valuable consideration for the general release Employee is making in this Agreement, is good and valuable consideration for the PIIA Agreement executed concurrently, and is in addition to any consideration to which Employee may already be entitled. Employee also acknowledges and agrees that neither the Company nor its attorneys have made any representations regarding the tax consequences, if any, of the Severance Pay and benefits provided in Paragraph 1. Employee understands that to the extent additional taxes from Employee are found to be due and owing, the Employee will be solely responsible for payment of same.

2. Release of Claims.

(a) General Release. As a material inducement for the Company to enter this Agreement and as a condition to the right to receive Severance Pay and benefits under the Severance Plan, Employee agrees to release and forever discharge the Company, and all of its respective current and former parent corporations, subsidiaries, affiliates, predecessors, successors, divisions, other related entities, assigns, agents, attorneys, officers, directors, employees, benefit plans and fiduciaries thereof, and all of their respective current and former parent corporations, subsidiaries, affiliates, predecessors, successors, divisions, other related entities, assigns, agents, attorneys, officers, directors, employees, and heirs (referred to as "Releasees") from any and all claims, complaints, liabilities or obligations of any kind whatsoever, whether known or unknown, arising in tort or contract, which Employee may have, now has, or has ever had arising from Employee's employment with the Company or the termination thereof, or any other matter or event that may have occurred as of the Effective Date of this Agreement, including, but not limited to, unpaid wages, salary, overtime compensation, bonuses, commissions or other compensation of any sort or any benefits arising out of Employee's employment (including but not limited to claims relating to stock and/or stock options, other than as provided in paragraph 1(d)); any other claims arising under any federal, state, or local laws and regulations relating to employment or employment discrimination; or for costs, fees or other expenses, including attorneys' fees, incurred regarding these matters ("Released Claims"). Employee understands and agrees that the Released Claims include, but are not limited to, any and all claims, complaints, liabilities or obligations under applicable federal, state or local statute, ordinance or common law, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C. Section 1981, the Americans With Disabilities Act, Sections 503 and 504 of the Rehabilitation Act, the Age Discrimination in Employment Act ("ADEA"), the Older Workers' Benefits Protection Act ("OWBPA"), the Employee Retirement Income Security Act, the Family and Medical Leave Act ("FMLA"), the Worker Adjustment and Retraining Notification Act ("WARN"), the Equal Pay Act, the Uniform Services Employment and Reemployment Act of 1994, the Employee Retirement Income Security Act. This release excludes claims for unemployment benefits, claims for worker's compensation benefits, claims under the National Labor Relations Act ("NLRA") and any other claims, the release of which is prohibited by applicable state and/or federal law.

Nothing in this Agreement shall be intended to release, nor affect Employee's, right, if any, to defense or indemnification by the Company in the event a claim is brought against Employee for acts committed in the course and scope of his employment, including under California law, the articles or bylaws of the Company, or any insurance policy which might apply to such claims.

(b) No current claims, charges or unpaid wages. Employee represents that as of the Effective Date of this Agreement, Employee has been paid all wages and/or salary earned and all accrued and unpaid vacation, and that Employee has accurately reported all hours worked, and is unaware of any pending lawsuit, claim, charge or complaint filed by Employee or on Employee's behalf against the Releasees, or any of them. Employee further represents that Employee (i) has reported to the Company any and all work-related injuries incurred during employment; (ii) the Company properly provided any leave of absence because of Employee or a family member's health condition and Employee has not been subjected to any improper treatment, conduct or actions due to a request for or taking such leave; and (iii) Employee has provided the Company with written notice of any and all concerns regarding suspected bank fraud, wire fraud, mail fraud, securities fraud, any violation of a rule or regulation of the Securities and Exchange Commission ("SEC"), any violation of federal law, or any violation of the Company's Code of Business Conduct, or any other ethical and compliance issues or violations on the part of the Company or any released person or entity.

(c) Release Includes Unknown Claims and Later Discovered Facts. Employee understands that there is a risk that, after the execution of this Agreement, Employee may incur loss, damage or injury that Employee attributes to claims released. Employee expressly assumes this risk.

(d) California General Release. Employee acknowledges that Employee may discover facts different from or in addition to those which Employee now knows or believes to be true and that this Agreement shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof. Employee hereby expressly waives any and all rights and benefits conferred upon Employee by the provisions of Section 1542 of the Civil Code of the State of California, and/or any analogous law of any other state. Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR [EMPLOYEE] DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR [COMPANY].

Employee expressly agrees and understands that the release given by Employee pursuant to this Agreement applies to all unknown, unsuspected and unanticipated claims, liabilities and causes of action which Employee may have against the Company.

(e) Waiver of Right to Bring Released Claims. Employee agrees not to bring or prosecute any Released Claims against the Releasees, either individually or collectively, whether acting on Employee's own behalf or as part of a class or other group. Nothing in this Paragraph shall interfere with Employee's right to file a charge with, or cooperate or participate in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission ("EEOC"), or other state or federal agency, however, the consideration provided to Employee in this Agreement shall be the sole relief provided for the Released Claims and Employee will not be entitled to recover and Employee agrees to waive any monetary benefits or recovery, including any personal entitlement to reinstatement, back pay, or any other types of damages or injunctive relief in connection with any civil action brought on Employee's behalf after Employee's filing of any administrative charge against the Releasees in connection with any such charge or proceeding without regard to who has brought such charge or proceeding.

(f) Agreement as a Defense/Costs of Enforcement. Employee agrees that if Employee asserts any claim, action, charge or suit against the Releasees, the Releasees, or any of them, may plead this Agreement as an absolute defense. Employee further agrees that if Employee breaches this Agreement and brings a Released Claim against any of the Releasees or otherwise breaches this Agreement, Employee shall be liable for any and all expenses incurred by the person or entity who has to defend the action, including reasonable attorney's fees; provided however, that this Paragraph 2(f) shall not apply to charges filed by Employee with the EEOC or other federal or state regulatory or law enforcement agency or to claims initiated by Employee to challenge the validity of the release of ADEA claims under this Agreement, including the knowing and voluntary nature of the ADEA release under the OWBPA.

3. Return of Company Property. Employee acknowledges that documents created during Employee's affiliation with the Company are Company property, and that all such documents created or obtained by, or furnished to, Employee during the course of or in connection with Employee's employment with the Company are the Company's exclusive property. Accordingly, Employee agrees that Employee will leave with the Company (or return to the Company) all originals and copies (whether paper or electronic) of such material in Employee's possession by the close of business on the Separation Date, as well as any access keys, security codes, laptop, Company credit card(s), telephone card(s), and other Company property in Employee's possession. Employee promises that Employee has not and will not retain, distribute, or cause to be distributed, any original or duplicates of any Company property. Employee further agrees that all personal charges to any corporate credit cards are the responsibility of Employee and will be paid by Employee to the credit card company in a timely manner. Employee shall be entitled to retain his Company issued cell phone for the duration of the concurrently-signed General Consulting and Services Agreement ("Consulting Agreement"), and if provided written authorization in writing or by email from the CEO, any other Company materials which may be necessary to perform such services, however all such property shall be returned at the termination of that Consulting Agreement.

4. Prohibited Conduct. In the event that the Company, in its capacity as Plan Administrator of the Severance Plan, determines in its sole discretion that Employee has engaged in Prohibited Conduct, Employee shall (1) be disqualified from and cease to be eligible to participate in the Severance Plan, (2) forfeit all rights to any Severance Pay or benefits paid or payable pursuant to the Severance Plan and/or this Agreement including but not limited to any rights to or under any Awards, and (3) within thirty (30) days following written notice from the Company, pay to the Company an amount equal to the aggregate amount of Severance Pay or benefits Employee received in cash pursuant to the Plan Severance Plan and/or this Agreement. For purposes of this Agreement:

(a) "Prohibited Conduct" means (1) violation of the Company's Code of Ethical Business Conduct, Insider Trading Policy, or any Proprietary Information, Inventions Assignment and Restrictive Covenants Agreement (or similar agreement) signed by the Employee; (2) unethical behavior (such as, without limitation, fraud, dishonesty, misrepresentation of product benefits); (3) engaging in Competition; (4) violation of the provisions of Paragraph 5 of this Agreement or disclosing or using in any capacity other than as was 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 twelve (12) months prior to Employee's termination of employment; or (6) breaching any provision of the Severance Plan, this Agreement, or any employment or severance agreement with the Company or any affiliate. Any determination of Prohibited Conduct shall be made a Plan Administrator 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 Employee with any government agency, commission or regulator or participation by Employee 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; and

(b) "Competition" shall include, either during Employee's employment with the Company or any of its affiliates within the period in which Employee is receiving Severance Pay, accepting employment with, or serving as a consultant or advisor or in any other capacity to a competitor of the Company in the spine or orthopedic limb lengthening markets including but not limited to the spinal or orthopedic limb lengthening departments of Johnson & Johnson, Stryker Corporation, Globus Medical, Inc., Medtronic, Inc., K2M Holdings, Inc., Zimmer Biomet Holdings, Inc., Spinal Elements, Inc., Seaspine, Inc., Alphatec Spine, Inc. or any subsidiary or affiliate of the foregoing ("Competitor"), including, but not limited to, employment or another business relationship with any Competitor if Employee has been introduced to trade secrets, Confidential Information or business sensitive information during Employee'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.

5. Non-Disclosure of Confidential Information. Employee agrees to keep confidential all proprietary and Confidential Information regarding the Company or its parent corporation(s), subsidiaries, affiliates, or any Releasee, including, but not limited to, technical, research, business, development, and financial information, confidential information about employees, confidential information and material relating to any customer, vendor, licensee, or other party transacting business with the Company, and all other information disclosed to Employee, or to which Employee had access during the period of Employee's employment with the Company, for which there is any reasonable basis to believe is, or which appears to be treated by the Company or relevant Releasee, as confidential information ("Confidential Information"). Employee further agrees not to release, use, or disclose Confidential Information except with the prior written permission of the Company. The obligations in this paragraph supplement, and are in addition to any obligations Employee has under either a separate agreement concerning confidentiality and/or applicable law concerning the treatment of confidential information and/or trade secrets. Notwithstanding the obligations concerning confidentiality contained in this Agreement, the Company and Employee understand and agree that, pursuant to 18 USC § 1833(b), Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Employee files a lawsuit for retaliation for reporting a suspected violation of law, Employee may disclose the trade secret to the Employee's attorney and use the trade secret information in the court proceeding, provided that Employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to a court order.

6. Confidentiality of Terms of Agreement. As an additional material inducement for the Company to enter this Agreement, Employee agrees to keep confidential the existence and terms of this Agreement, as well as any discussions with the Company concerning this Agreement, and will not disclose the provisions hereof to anyone except Employee's spouse, attorney(s) and tax advisor(s) or except as required by law. Employee agrees that in the event of disclosure to any of the above-referenced persons, Employee will advise such person(s) to whom the disclosure is made, in advance, of the obligation to preserve and maintain the confidentiality of the terms and conditions set forth. Any further disclosure, other than as authorized above, shall constitute a breach of this Agreement. If Employee breaches this provision, it would be impracticable or difficult to affix the actual damages to the Company, therefore Employee agrees that in the event of each and any such breach, Employee shall pay the Company as liquidated damages, and not as a penalty, the total sum of \$5,000, which represents reasonable compensation for the loss incurred because of such breach, plus any attorneys' fees and costs associated with the enforcement of this provision.

7. Whistleblower Activities Protected. Nothing in this Agreement shall interfere with Employee's right to file a charge with, or cooperate or participate in an investigation or proceeding conducted by, the Department of Justice, Securities Exchange Commission, U.S. Congress, and any federal agency Inspector General, or any other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Employee need not seek prior authorization from Company to make any such reports or disclosures, nor notify the Company that such reports or disclosures have been made.

8. Knowing and Voluntary Execution. Employee understands and agrees that Employee:

(a) May, but is not required to, take up to twenty-one (21) calendar days from the date Employee is presented this Agreement to consider whether or not Employee desires to execute this Agreement (with the understanding that to the extent, if any, changes are made to this Agreement at Employee's request, such revisions do not re-start the twenty-one (21)-day consideration period);

(b) Knowingly and voluntarily agrees to all of the terms set forth in this Agreement and to be bound by this Agreement;

(c) Is advised in writing to consult with an attorney and tax advisor of Employee's choice before executing this Agreement and has had the opportunity and sufficient time to seek such advice;

(d) Agrees that some or all of the Severance Pay and benefits provided pursuant to this Agreement and the Severance Plan are in addition to any consideration to which Employee may already be entitled absent execution of this Agreement;

(e) Will not be entitled to a re-computation of any employment benefits based on amounts paid in lieu of notice and/or Severance Pay;

(f) Understands that rights or claims under the ADEA that may arise after the date this Agreement is executed are not waived; and

(g) May revoke this Agreement at any time during the seven (7) calendar day period immediately after Employee signs and delivers this Agreement to the Company. Employee also understands that any revocation of this Agreement must be made in writing and delivered to NuVasive, Inc. at 7475 Lusk Blvd., San Diego, CA 92121, attention General Counsel, within the seven (7) day period. Employee understands that this Agreement is not effective, and Employee is not entitled to the Severance Pay and benefits provided herein, until the expiration of this seven (7) calendar day revocation period. Employee understands that upon the expiration of such seven (7) day revocation period, this entire Agreement will be binding upon Employee and will be irrevocable. The "Effective Date" of this Agreement shall be the later of the eighth day after Employee has executed this Agreement or the Separation Date, provided the Agreement is not timely revoked.

9. Governing Law and Consent to Venue. Except to the extent preempted by the Employee Retirement Income Security Act of 1974, as amended, or other federal laws, this Agreement is governed by and construed in accordance with the laws of the State of California, without regard to any conflict of laws rule or principle which might refer the governance or construction of this Agreement to the laws of another jurisdiction. The Parties agree that any dispute relating to or arising out of this Agreement shall be heard and decided exclusively in a state or federal court of competent jurisdiction in San Diego County, California. Employee also agrees and acknowledges that before filing any action to enforce any rights under this Agreement, Employee is required to exhaust Employee's administrative remedies provided under the Severance Plan.

10. Representations. The parties to this Agreement represent and acknowledge that in entering and executing this Agreement, they have not relied upon any representations or statements made by any other party to this Agreement, or by the agents, representatives, or attorneys of any other party, with regard to the subject matter, basis, or effect of this Agreement.

11. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter of this Agreement. This Agreement cannot be amended or modified, unless such amendment or modification is in writing and signed by an authorized representative of the Company and the Employee. Nothing in this Agreement is intended to alter, amend, or reduce in any way Employee's or Company's post-termination obligations, if any, contained in any separate agreement containing post-employment obligations or restrictions, including any restrictive covenants.

12. Severability. Should any court of competent jurisdiction declare any provision of this Agreement to be wholly or partially illegal, invalid, or unenforceable, the offending provision shall be stricken and all remaining provisions shall remain in full force and effect and shall be unaffected by such declaration.

13. No Admission of Liability. This Agreement shall not in any way be construed as an admission by the Company of any improper actions or liability whatsoever as to Employee or any other person, and the Company specifically disclaims any liability to or improper actions against Employee or any other person, on the part of the Releasees.

14. Waiver of Breach. The failure by either party to insist upon the performance of any one or more terms, covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted or of any future performance of any such term, covenant or condition, and the obligation of either party with respect to this Agreement shall continue in full force and effect, unless such waiver shall be in writing and signed by the Company and Employee.

15. Not Aware of Violations. Employee represents and agrees that Employee is not aware of any conduct by the Company or any other Releasees that may violate any federal, state or local law, rule or regulation.

16. Notice and Cooperation. Employee agrees that if Employee is solicited or contacted by any law firm or agent of any law firm regarding the Company or Employee's employment with the Company, or if Employee is ordered or subpoenaed to testify or produce information in connection with any claim against the Company, Employee will immediately notify the Company by contacting the Company's General Counsel. Employee also agrees to make himself fully and reasonably available to assist the Company and its representatives with any investigation or with its prosecution and/or defense of any legal proceedings involving matters of which Employee may have relevant knowledge.

17. No Assignment. The Employee represents and warrants that Employee has made no assignment, and will make no assignment, of any claim, action, or right of any kind whatsoever, embodied in any of the matters referred to in this Agreement, and that no person or entity of any kind had or has any interest in any of the demands, obligations, actions, claims, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses, or claims referred to in this Agreement. By signing this Agreement, Employee has released all claims against the Releasees on behalf of Employee's self, heirs, spouse, representatives, attorneys, advisors, family members, agents, or assigns.

18. No Rehire Rights. Employee understands that as part of the consideration provided to Company under this Agreement, and to the extent permitted by law, at the Company's discretion the Employee will not be eligible for hire or rehire by any of the Releasees and agrees that if Employee should apply for employment with any such entity, that entity may use this Agreement as the basis to withdraw any offer of employment and/or terminate the employment relationship.

19. Headings. The headings in this Agreement are for convenience only and shall not be considered in interpreting it's provisions.

20. Assignment. Company may assign this Agreement to any successor, affiliate or third party without obtaining the consent of Employee.

PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT AND GENERAL RELEASE INCLUDES THE RELEASE OF ALL CLAIMS AGAINST THE COMPANY, KNOWN OR UNKNOWN, THAT MAY HAVE OCCURRED AS OF THE DATE OF THIS AGREEMENT, INCLUDING CLAIMS BROUGHT UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have entered into this Separation Agreement and General Release.

EMPLOYEE:

/s/ Pete Leddy
Pete Leddy

Date: 12/27/18

NUVASIVE, INC.

By: /s/ Nathaniel Sisitsky

Nathaniel Sisitsky, General Counsel

Date: December 29, 2018

[Signature Page to Separation Agreement and General Release]

Appendix 1

Employee:	Pete Leddy
Separation Date:	December 31, 2018
Severance Pay:	\$516,659

Appendix 2

Outstanding Awards

Award Name	Award Date	Plan	Target Shares/Performance Cash
00005330	07/28/2011	2004	9,000
00005329	07/28/2011	2004	5,000
00006022	05/24/2012	2004	2,833
00006807	05/23/2013	2004	2,833
00007383	05/22/2014	2004	3,725
00007944	06/12/2015	2004	2,501
P0008353	03/01/2016	2014	13,203
T0008360	03/01/2016	2014	6,602
00000035	03/01/2016	CASH	\$275,000
P0007956	08/03/2015	2014	2,265
T0007955	08/03/2015	2014	18,120
P0008664	03/01/2017	2014	7,929
T0008616	03/01/2017	2014	3,965
00000107	03/01/2017	CASH	\$300,000
P0009583	04/30/2018	2014	11,277
OM009587	04/30/2018	2014	5,639
00000153	04/30/2018	CASH	\$300,000

GENERAL CONSULTING AND SERVICES AGREEMENT

This General Consulting and Services Agreement (“Agreement”) is effective as of December 31, 2018 (the “Effective Date”) by and between NuVasive, Inc. (the “Company”) and Pete Leddy (“Consultant”) (individually referred to as a “Party” or collectively the “Parties”).

WHEREAS, in furtherance of the Company’s leadership and succession planning activities, Consultant is leaving his current executive role; and

WHEREAS, the Company desires to retain Consultant from and after December 31, 2018 pursuant to this Agreement to, among other things, assist the Company with a smooth transition of his former executive responsibilities.

NOW, THEREFORE, the Parties agree as follows:

1. Engagement. From the Effective Date through the end of the Consulting Term (unless this Agreement is terminated earlier), Consultant shall provide non-exclusive consulting services to the Company, reporting to the Company’s Chief Executive Officer, 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 service as a Company employee. 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.

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 (iii) the law. The Services will be provided offsite at a location chosen by Consultant.

3. Consideration. In return for the promises and covenants by the Parties, 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, 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 for his obligation to pay taxes or assessments, and shall be solely responsible for payment of all such taxes or assessments.

5. Restrictive Covenants. Consultant affirms continued application of, and agreed compliance with, the Proprietary Information and Inventions Assignment and Restrictive Covenant Agreement previously executed by Consultant on July 10, 2015, as amended concurrently herewith (and no later than on December 31, 2018) (the "PIIA Agreement"), and agrees that such restrictive covenants are effective for a period of twenty-four (24) months from the conclusion of the Consulting term or upon termination of this Agreement. The Parties acknowledge and agree, however, that Consultant may be employed full-time by another employer, provided that such employment does not utilize or rely on the Company's Proprietary Information, or violate the restrictive covenant obligations as set forth in the PIIA Agreement, and such employment shall not be considered a violation of Consultant's duty of care or a breach of fiduciary duty.

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. Consulting Term and Termination.

(a) Consulting Term. The "Consulting Term" shall commence on the Effective Date and end on December 31, 2019. The Term may be extended or modified by mutual written agreement of the Parties.

(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; or (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. 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 Company's Chief Executive Officer 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.

(c) Termination by the Consultant. Consultant may not terminate this Agreement during the Consulting 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 of the Consulting Term 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 for cause before the expiration of the Consulting Term, 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 Consultant is terminated not for cause, Consultant shall be entitled to payment for the remaining Compensation he would have received for the remaining Term, and acceleration of any vested or unvested equity awards (and any LTI Performance Cash at target), as provided for in the Separation Agreement and General Release signed concurrently.

(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 of the Consulting Term 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 of the Consulting Term 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. 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. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(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) Entire Agreement. This Agreement contains all of the Parties' contractual obligations to each other as it relates 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 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 to the Delaware choice of law and Delaware choice of forum provisions, and the restrictive covenants.

[Signatures Page Follows]

IN WITNESS WHEREOF,

CONSULTANT: /s/ Pete Leddy

Printed Name: Peter M. Leddy

Date: 12/27/18

COMPANY: /s/ Nathaniel Sisitsky

By: Nathaniel Sisitsky, General Counsel

Date: December 29, 2018

EXHIBIT A

Services and Compensation

Services: In performing the Services, Consultant shall report and be directly responsible to the Company's Chief Executive Officer (CEO) or such designee as the CEO deems appropriate in his discretion, and is expected to perform no more than approximately eight (8) hours of Services per week. 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 Human Resources Officer upon request; and
- Provide assistance with business and organizational strategy, including effective change management with internal Company employees and personnel and external constituents and customers, upon request of the CEO or the Board,
- Provide litigation consulting services at the request of Company or Company's counsel

During the Consulting Term, Consultant will perform the Services under the general direction of the Company, 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 Company'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, subject to the Company's discretion, Consultant may continue to use his Company issued computer and cell phone, 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.

Compensation: During the Consulting Term, Consultant will receive: \$20,000 per month. 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.

**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 Pete Leddy (“Shareowner”) and NuVasive, Inc. (the “Company”) (collectively “Parties”), effective December 31, 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 July 10, 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 receipt of the Severance Pay and other benefits as set forth in Separation Agreement and General Release, and the Company’s engagement of Shareowner as a consultant, including the benefits and obligations contained therein, 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. Definitions. Effective as of the Effective Date, the following definitions contained in the PIIA are amended as follows:

- (a) The definition of “Customer” 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” 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 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 of 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 of this Agreement. No modification of or amendment to this AMENDED PIIA shall be effective unless in writing signed by the Parties. 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.

IN WITNESS WHEREOF

SHAREOWNER: /s/ Pete Leddy

Name: Pete Leddy

Date: December 27, 2018

COMPANY: /s/ Nathaniel Sisitsky

By: Nathaniel Sisitsky, General Counsel

Date: December 29, 2018