

**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 11, 2015

Black Diamond, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-24277
(Commission File Number)

58-1972600
(IRS Employer
Identification Number)

2084 East 3900 South, Salt Lake City, Utah
(Address of principal executive offices)

84124
(Zip Code)

Registrant's telephone number, including area code: (801) 278-5552

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:

- ☐ 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))
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Item 1.01 Entry into Material Definitive Agreement.

The descriptions of the 2015 Stock Incentive Plan, Stock Option Agreement and Stock Award Agreement set forth in Item 5.02 of this Current Report on Form 8-K (the “Report”) are incorporated by reference into this Item 1.01.

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

On December 11, 2015, at the 2015 Annual Meeting of Stockholders of Black Diamond, Inc. (the “Company”), the Company’s stockholders, upon the recommendation of the Company’s Board of Directors, voted to approve the Black Diamond, Inc. 2015 Stock Incentive Plan (the “2015 Stock Incentive Plan”). Under the 2015 Stock Incentive Plan, 4,500,000 shares of the Company’s common stock will be initially reserved for issuance and available for awards, subject to an automatic annual increase equal to 5% of the total number of shares of the Company’s common stock outstanding at the beginning of each fiscal year (“Annual Share Increase”). Notwithstanding the Annual Share Increase, the maximum aggregate number of incentive stock options which may be granted under the 2015 Stock Incentive Plan is 6,750,000, and no more than 3,375,000 of the total shares of common stock available for issuance under the 2015 Stock Incentive Plan may be granted in the form of restricted shares, restricted units or performance awards, subject to an automatic annual increase equal to 75% of the total number of shares of the Company’s common stock increased pursuant to the Annual Share Increase. Awards under the 2015 Stock Incentive Plan may include nonqualified stock options, incentive stock options, stock appreciation rights, restricted shares of common stock, restricted units, performance awards and other stock-based awards. Awards under the 2015 Stock Incentive Plan may be granted to employees, officers, directors, consultants, independent contractors and advisors of the Company or any subsidiary of the Company, provided that incentive stock options may only be granted to employees of the Company or any subsidiary of the Company. The 2015 Stock Incentive Plan will have a term of ten years, expiring on December 11, 2025.

Grants of awards under the 2015 Stock Incentive Plan will be made pursuant to the Black Diamond, Inc. 2015 Stock Incentive Plan Stock Option Agreement (the “Stock Option Agreement”) and the Black Diamond, Inc. 2015 Stock Incentive Plan Stock Award Agreement (the “Stock Award Agreement”), forms of which are filed as Exhibits 10.2 and 10.3 to this Report and incorporated herein by reference.

The foregoing descriptions of the 2015 Stock Incentive Plan, Stock Option Agreement and Stock Award Agreement do not purport to be complete and are qualified in their entirety by reference to the 2015 Stock Incentive Plan, Stock Option Agreement and Stock Award Agreement, which are filed as Exhibits 10.1, 10.2 and 10.3, respectively, to this Report and are incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders.

(a) On December 11, 2015, the Company held its 2015 Annual Meeting of Stockholders (the “Meeting”). Of the 32,787,671 shares of common stock entitled to vote at the Meeting, 29,329,189 shares of common stock were present in person or by proxy and entitled to vote, representing approximately 89.5% of the Company’s outstanding shares of common stock.

(b) At the Meeting, the Company’s stockholders: (i) approved the re-election of each of the following five director nominees standing for re-election: Warren B. Kandars, Robert R. Schiller, Donald L. House, Nicholas Sokolow and Michael Henning; (ii) ratified the appointment of KPMG LLP as the Company’s independent registered public accounting firm for the year ending December 31, 2015 and (iii) approved the adoption of the 2015 Stock Incentive Plan. Each proposal is described in more detail in the Definitive Proxy Statement filed by Company with the Securities and Exchange Commission on November 9, 2015.

The voting results for each proposal are set forth below:

Proposal 1 – To elect five members to serve on the Company’s Board of Directors until the next annual meeting of stockholders and until their successors are duly elected and qualified:

<u>Name</u>	<u>Votes For</u>	<u>Votes Withheld</u>	<u>Broker Non-Votes</u>
Warren B. Kandars	22,435,167	2,140,585	4,753,437
Robert R. Schiller	22,669,842	1,905,910	4,753,437
Donald L. House	18,925,600	5,650,152	4,753,437
Nicholas Sokolow	16,416,739	8,159,013	4,753,437
Michael Henning	19,722,269	4,852,485	4,754,435

Proposal 2 – To ratify the appointment of KPMG LLP as the Company’s independent registered public accounting firm for the year ending December 31, 2015:

<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstained</u>	<u>Broker Non-Votes</u>
29,179,475	79,776	69,938	0

Proposal 3 – To approve the adoption of the 2015 Stock Incentive Plan:

<u>Votes For</u>	<u>Votes Against</u>	<u>Votes Abstained</u>	<u>Broker Non-Votes</u>
14,957,751	9,572,465	45,536	4,753,437

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit</u>	<u>Description</u>
10.1	Black Diamond, Inc. 2015 Stock Incentive Plan (filed as Appendix A to the Definitive Proxy Statement of Black Diamond, Inc., filed with the Securities and Exchange Commission on November 9, 2015 and incorporated herein by reference)
10.2	Form of Black Diamond, Inc. 2015 Stock Incentive Plan Stock Option Agreement*
10.3	Form of Black Diamond, Inc. 2015 Stock Incentive Plan Stock Award Agreement*

* filed herewith

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.

Dated: December 17, 2015

BLACK DIAMOND, INC.

By: /s/ Aaron J. Kuehne

Name: Aaron J. Kuehne

Title: Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.2	Form of Black Diamond, Inc. 2015 Stock Incentive Plan Stock Option Agreement
10.3	Form of Black Diamond, Inc. 2015 Stock Incentive Plan Stock Award Agreement

BLACK DIAMOND, INC.
2015 STOCK INCENTIVE PLAN
STOCK OPTION AGREEMENT

STOCK OPTION AGREEMENT (the "Agreement") made as of the «**number date**» day of «**month**», «**year**», by and between Black Diamond, Inc., a Delaware corporation, having its principal office at 2084 East 3900 South, Salt Lake City, Utah 84124 (the "Company"), and «**First Name**» «**Last Name**», an individual residing in «**City State**» (the "Optionee"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Company's 2015 Stock Incentive Plan.

WHEREAS, the Company has heretofore adopted the Black Diamond, Inc. 2015 Stock Incentive Plan (the "Plan") for the benefit of certain employees, officers, directors, consultants, independent contractors and advisors of the Company or Subsidiaries of the Company, which Plan has been approved by the Company's stockholders; and

WHEREAS, the Optionee is a valued and trusted «**employee or director**» of the Company and/or one of its subsidiaries and the Company believes it to be in the best interests of the Company to secure the future services of the Optionee by providing the Optionee with an inducement to remain an «**employee or director**» of the Company and/or one of its Subsidiaries through the grant of an option to acquire an ownership interest in the Company.

NOW, THEREFORE, the parties agree as follows:

1. Option Grant. Subject to the provisions hereinafter set forth and the terms and conditions of the Plan, the Company hereby grants to the Optionee, as of «**grant date**» (the "Grant Date"), the right, privilege and option (the "Option") to purchase all or any part of an aggregate of «**amount of option**» shares (the "Shares") of common stock of the Company, par value \$0.0001 per share (the "Common Stock"), such number being subject to adjustment as provided in the Plan. To the extent applicable, this Option is intended to qualify as an "incentive stock option" ("ISO") within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), to the extent permitted under Section 422 of the Code.

2. Exercise Price. Subject to adjustment as provided in the Plan, the purchase price per Share of Common Stock as to which this Option is exercised (the "Exercise Price") shall be \$ «**exercise price**», the Fair Market Value of such Shares on the Grant Date.

3. Exercise of Option. The term of the Option shall be for a period of ten (10) years from the Grant Date and shall expire without further action being taken at 5:00 p.m., «**expiration date**», subject to earlier termination as provided in Section 5 hereof (the "Expiration Date"). The Option may be exercised at any time, or from time to time, prior to the Expiration Date (or such additional period as may be permitted under the Plan) as to any part or all of the Shares covered by the Option, pursuant to the vesting schedule contained in Section 4.1 hereof; provided, however, that the Option may not be exercised as to less than one hundred (100) shares, unless it is exercised as to all Shares as to which this Option is then exercisable.

4. Vesting Schedule.

4.1 Vesting Date. The Shares into which this Option is exercisable shall vest in accordance with the following schedule:

Vesting Date	Number of ISOs	Number of Non-Qualified	Total Number of Shares
<<Insert Date>>	«Total_ISO»	«Total_NQSO»	«amountofoptions»

The allocation of options granted between ISOs and NQSOs indicated above is a result of the Limitations on ISO as outlined in the 2015 Stock Incentive Plan and reproduced below.

5.7 Limitations on ISO. The aggregate Fair Market Value (determined as of the date of grant) of Shares with respect to which ISO's are exercisable for the first time by a Participant during any calendar year (under this Plan or under any other incentive stock option plan of the Company or any Subsidiary of the Company) will not exceed \$100,000 or such other amount as may be required by the Code. If the Fair Market Value of Shares on the date of grant with respect to which ISO's are exercisable for the first time by a Participant during any calendar year exceeds \$100,000, then the Options for the first \$100,000 worth of Shares to become exercisable in such calendar year will be ISO's and the Options for the amount in excess of \$100,000 that become exercisable in that calendar year will be NQSOs. In the event that the Code or the regulations promulgated thereunder are amended after the Effective Date of this Plan to provide for a different limit on the Fair Market Value of Shares permitted to be subject to ISO's, such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

4.2 Shares that are vested pursuant to the schedule set forth in Section 4.1 hereof are "Vested Shares."

5. Termination.

5.1 Termination for Any Reason Except Death, Disability or Cause. If Optionee is Terminated by the Company for any reason (including if the Optionee voluntarily terminates employment with the Company) except upon Optionee's death, Disability or Termination for Cause, then this Option, to the extent (and only to the extent) that it is vested in accordance with the schedule set forth in Section 4.1 hereof on the Termination Date, may be exercised by Optionee no later than three (3) months after the Termination Date (or such longer time period not exceeding five (5) years as may be determined by the Committee, with any exercise beyond three (3) months after the Termination Date deemed to be a NQSO), but in any event no later than the Expiration Date.

5.2 Termination Because of Death or Disability. If Optionee's service to the Company is Terminated because of death or Disability of Optionee, then this Option, to the extent that it is vested in accordance with the schedule set forth in Section 4.1 hereof on the Termination Date, may be exercised by Optionee (or Optionee's legal representative or authorized assignee) no later than twelve (12) months after the Termination Date (or such longer time period not exceeding five (5) years as may be determined by the Committee, with any such exercise beyond twelve (12) months after the Termination Date when the Termination is for Participant's death or Disability, deemed to be a NQSO), but in any event no later than the Expiration Date. Any exercise after three months after the Termination Date when the Termination is for any reason other than Optionee's disability, within the meaning of Section 22(e)(3) of the Code, shall be deemed to be the exercise of a nonqualified stock option.

5.3 Termination for Cause. If the Optionee is Terminated for Cause, neither the Optionee, the Optionee's estate nor such other person who may then hold the Option shall be entitled to exercise any Option with respect to any Shares whatsoever, after termination of service, whether or not after termination of service the Optionee may receive payment from the Company or Subsidiary for vacation pay, for services rendered prior to termination, for services rendered for the day on which termination occurs, for salary in lieu of notice, or for any other benefits. In making such determination, the Committee shall give the Optionee an opportunity to present to the Committee evidence on his behalf. For the purpose of this paragraph, termination of service shall be deemed to occur on the date when the Company dispatches notice or advice to the Optionee that Optionee's service is terminated.

For purposes of this Agreement, Termination for Cause means that the Company has cause to terminate an Optionee's employment or service under any existing employment, consulting or any other agreement between the Optionee and the Company or, if such an agreement does not exist, upon finding that (i) the Optionee has ceased to perform his duties (other than as a result of his incapacity due to physical or mental illness or injury), which constitutes an intentional or extended neglect of his/her duties, (ii) the Optionee has engaged or is about to engage in conduct materially injurious to the Company or (iii) the Optionee has been convicted of a felony.

5.4 No Obligation to Employ. Nothing in the Plan or this Agreement shall confer on Optionee any right to continue in the employ of, or other relationship with, the Company, a Subsidiary or an Affiliate, or limit in any way the right of the Company or any Affiliate or Subsidiary of the Company to terminate Optionee's employment or other relationship at any time, with or without Cause. This Agreement does not constitute an employment or other service contract. This Agreement does not guarantee employment or other service for the length of time of the Vesting Schedule or for any portion thereof.

6. Manner of Exercise.

6.1 Stock Option Exercise Procedures. To exercise this Option, Optionee (or in the case of exercise after Optionee's death, Optionee's executor, administrator, heir or legatee, as the case may be) must follow such exercise procedures as may be established by the Committee from time to time in its sole discretion. Such procedures may include requiring that the Optionee provide certain information including, inter alia, Optionee's election to exercise this Option, the number of Shares being purchased, any restrictions imposed on the Shares and any representations, warranties and agreements regarding Optionee's investment intent and access to information as may be required by the Company to comply with applicable securities laws. If someone other than Optionee exercises this Option, then such person may be required to submit documentation reasonably acceptable to the Company that such person has the right to exercise this Option.

6.2 Limitations on Exercise. This Option may not be exercised unless such exercise is in compliance with all applicable federal and state securities laws, as they are in effect on the date of exercise.

6.3 Payment. An exercise of this Option shall be accompanied by full payment of the aggregate Exercise Price for the Shares being purchased (a) in cash (by check), or (b) provided that a public market for the Company's stock exists: (1) through a "same day sale" commitment from Optionee and a broker-dealer that is a member of the National Association of Securities Dealers (an "NASD Dealer") whereby Optionee irrevocably elects to exercise this Option and to sell a portion of the Shares so purchased to pay for the aggregate Exercise Price and whereby the NASD Dealer irrevocably commits upon receipt of such Shares to forward the aggregate Exercise Price directly to the Company; or (2) through a "margin" commitment from Optionee and an NASD Dealer whereby Optionee irrevocably elects to exercise this Option and to pledge the Shares so purchased to the NASD Dealer in a margin account as security for a loan from the NASD Dealer in the amount of the aggregate Exercise Price, and whereby the NASD Dealer irrevocably commits upon receipt of such Shares to forward the aggregate Exercise Price directly to the Company. Notwithstanding the foregoing, the Board of Directors or the Committee, in their sole discretion, may allow for the full payment of the aggregate Exercise Price for the Shares being purchased to be made by any other method which is in accordance with the provisions of the Plan.

6.4 Tax Withholding. Prior to the issuance of the Shares upon exercise of this Option, Optionee must pay or provide for any applicable federal or state withholding obligations of the Company. If the Committee permits, Optionee may provide for payment of withholding taxes upon exercise of this Option by requesting that the Company retain Shares with a Fair Market Value equal to the minimum amount of taxes required to be withheld determined on the date that the amount of tax to be withheld is to be determined. In such case, the Company shall issue the net number of Shares to the Optionee by deducting the Shares retained from the Shares issuable upon exercise.

6.5 Issuance of Shares. Provided that both the exercise procedures established by the Committee and payment are in manner, form and substance satisfactory to the Company, and upon the Company's request to counsel for the Company, the Company shall issue the Shares registered in the name of Optionee, Optionee's authorized assignee, or Optionee's legal representative, and shall deliver certificates representing the Shares with the appropriate legends affixed thereto.

7. Notice of Disqualifying Disposition of ISO Shares. To the extent this Option is an ISO, if Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (a) the date two (2) years after the Date of Grant, and (b) the date one (1) year after transfer of such Shares to Optionee upon exercise of this Option, then Optionee shall immediately notify the Company in writing of such disposition.

8. Compliance With Laws and Regulations. The exercise of this Option and the issuance and transfer of Shares to the Optionee shall be subject to compliance by the Company and Optionee with (i) all applicable requirements of federal and state securities laws, (ii) all applicable requirements of any stock exchange on which the Company's Common Stock may be listed and (iii) any applicable policy of the Company regarding the trading of securities of the Company, each at the time of such issuance and transfer. Optionee understands that the Company is under no obligation to register or qualify the Shares with the SEC, any state securities commission or any stock exchange to effect such compliance.

9. Nontransferability of Option. This Option may not be transferred in any manner other than transfers by will or by the laws of descent and distribution or to members of the Optionee's immediate family, to trusts solely for the benefit of such immediate family members and to partnerships or limited liability companies in which such family members and/or trusts are the only partners or members, as the case may be. For this purpose, "immediate family" means the Optionee's spouse, parents, children, stepchildren, grandchildren and legal dependants. Any transfer of Options made under this provision will not be effective until notice of such transfer is delivered to the Company. The terms of this Option shall be binding upon the executors, administrators, successors and assigns of Optionee.

10. Privileges of Stock Ownership. Optionee shall not have any of the rights of a stockholder with respect to any Shares until the Shares are issued to Optionee.

11. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by Optionee or the Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and Optionee.

12. Entire Agreement. The Plan is incorporated herein by reference. This Agreement and the Plan and any exercise procedures as may be established by the Committee constitute the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements with respect to such subject matter.

13. Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the address indicated above or to such other address as such party may designate in writing from time to time to the Company. All notices shall be deemed to have been given or delivered upon: personal delivery; three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested); one (1) business day after deposit with any return receipt express courier (prepaid); or one (1) business day after transmission by facsimile.

14. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon Optionee and Optionee's heirs, executors, administrators, legal representatives, successors and assigns.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, applicable to agreements made and to be performed entirely within such state, other than conflict of laws principles thereof directing the application of any law other than that of Delaware.

16. Acceptance. Optionee hereby acknowledges receipt of a copy of the Plan and this Agreement. Optionee has read and understands the terms and provisions of the Plan, and accepts this Option subject to all the terms and conditions of the Plan and this Agreement. This Option is subject to, and the Company and the Optionee agree to be bound by, all of the terms and conditions of the Plan under which this Option was granted, as the same shall have been amended, restated or otherwise modified from time to time in accordance with the terms thereof. Pursuant to said Plan, the Board of Directors of the Company or the Committee is vested with final authority to interpret and construe the Plan and this Option, and its present form is available for inspection during the business hours by the Optionee or other persons entitled to exercise this Option at the Company's principal office. Optionee acknowledges that there may be adverse tax consequences upon exercise of this Option or disposition of the Shares and that the Company has advised Optionee to consult a tax advisor prior to such exercise or disposition.

17. Covenants of the Optionee

The Optionee agrees (and for any heir, executor, administrator, legal representative, successor, or assignee hereby agrees), as a condition upon exercise of the Option granted hereunder:

(a) Upon the request of the Committee, to execute and deliver a certificate, in form satisfactory to the Committee, certifying that the Shares being acquired upon exercise of the Option are for such person's own account for investment only and not with any view to or present intention to resell or distribute the same. The Optionee hereby agrees that the Company shall have no obligation to deliver the Shares issuable upon exercise of the Option unless and until such certificate shall be executed and delivered to the Company by the Optionee or any successor.

(b) Upon the request of the Committee, to execute and deliver a certificate, in form satisfactory to the Committee, certifying that any subsequent resale or distribution of the Shares by the Optionee shall be made only pursuant to either (i) a Registration Statement on an appropriate form under the Securities Act of 1933, as amended (the "Securities Act"), which Registration Statement has become effective and is current with regard to the Shares being sold, or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption the Optionee shall, prior to any offer of sale or sale of such Shares, obtain a prior favorable written opinion of counsel, in form and substance satisfactory to counsel for the Company, as to the application of such exemption thereto. The foregoing restriction contained in this subparagraph (b) shall not apply to (i) issuances by the Company so long as the Shares being issued are registered under the Securities Act and a prospectus in respect thereof is current, or (ii) re-offerings of Shares by Affiliates of the Company (as defined in Rule 405 or any successor rule or regulation promulgated under the Securities Act) if the Shares being re-offered are registered under the Securities Act and a prospectus in respect thereof is current.

(c) That certificates evidencing Shares purchased upon exercise of the Option shall bear a legend, in form satisfactory to counsel for the Company, manifesting the investment intent and resale restrictions of the Optionee described in this Section.

(d) That upon exercise of the Option granted hereby, or upon sale of the Shares purchased upon exercise of the Option, as the case may be, the Company shall have the right to require the Optionee to remit to the Company, or in lieu thereof, the Company may deduct, an amount of shares or cash sufficient to satisfy federal, state or local withholding tax requirements, if any, prior to the delivery of any certificate for such Shares or thereafter, as appropriate.

18. Obligations of the Company

18.1 Upon the exercise of this Option in whole or in part, the Company shall cause the purchased Shares to be issued only when it shall have received the full payment of the aggregate Exercise Price in accordance with the terms of this Agreement.

18.2 The Company shall cause certificates for the Shares as to which the Option shall have been exercised to be registered in the name of the person or persons exercising the Option, which certificates shall be delivered by the Company to the Optionee only against payment of the full Exercise Price in accordance with the terms of this Agreement for the portion of the Option exercised.

18.3 In the event that the Optionee shall exercise this Option with respect to less than all of the Shares of Common Stock that may be purchased under the terms hereof, the Company shall issue to the Optionee a new Option, duly executed by the Company and the Optionee, in form and substance identical to this Option, for the balance of Shares of Common Stock then issuable pursuant to the terms of this Option.

18.4 Notwithstanding anything to the contrary contained herein, neither the Company nor its transfer agent shall be required to issue any fraction of a Share of Common Stock in connection with the exercise of this Option, and the Company shall, upon exercise of this Option in whole or in part, issue the largest number of whole Shares of Common Stock to which this Option is entitled upon such full or partial exercise and shall return to the Optionee the amount of the aggregate Exercise Price paid by the Optionee in respect of any fractional Share.

18.5 The Company may endorse such legend or legends upon the certificates for Shares issued to the Optionee pursuant to the Plan and may issue such “stop transfer” instructions to its transfer agent in respect of such Shares as, in its discretion, it determines to be necessary or appropriate to: (i) prevent a violation of, or to perfect an exemption from, the registration requirements of the Securities Act; (ii) implement the provisions of the Plan and any agreement between the Company and the Optionee with respect to such Shares; or (iii) permit the Company to determine the occurrence of a disqualifying disposition, as described in Section 421(b) of the Code, of Shares transferred upon exercise of an incentive stock option granted pursuant to this Agreement and under the Plan.

18.6 The Company shall pay all issue or transfer taxes with respect to the issuance or transfer of Shares to the Optionee, as well as all fees and expenses necessarily incurred by the Company in connection with such issuance or transfer, except fees and expenses which may be necessitated by the filing or amending of a Registration Statement under the Securities Act, which fees and expenses shall be borne by the Optionee, unless such Registration Statement under the Securities Act has been filed by the Company for its own corporate purposes (and the Company so states) in which event the Optionee shall bear only such fees and expenses as are attributable solely to the inclusion of the Shares he or she receives in the Registration Statement.

18.7 All Shares issued following exercise of the Option and the payment of the Exercise Price in accordance with the terms of this Agreement therefore shall be fully paid and non-assessable to the extent permitted by law.

19. Miscellaneous

19.1 If the Optionee loses this Agreement representing the Option granted hereunder, or if this Agreement is stolen or destroyed, the Company shall, subject to such reasonable terms as to indemnity as the Committee, in its sole discretion shall require, enter into a new option agreement pursuant to which the Company shall issue a new Option, in form and substance identical to this Option, and in substitution for, the Option so lost, stolen or destroyed, and in the event this Agreement representing the Option shall be mutilated, the Company shall, upon the surrender hereof, enter into a new option agreement pursuant to which the Company shall issue a new Option, in form and substance identical to this Option, and in substitution for, the Option so mutilated.

19.2 This Agreement cannot be amended, supplemented or changed, and no provision hereof can be waived, except by a written instrument making specific reference to this Agreement and signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. A waiver of any right derived hereunder by the Optionee shall not be deemed a waiver of any other right derived hereunder.

19.3 This Agreement may be executed in any number of counterparts, but all counterparts will together constitute but one agreement.

19.4 In the event of a conflict between the terms and conditions of this Agreement and the Plan, the terms and conditions of the Plan shall govern.

19.5 Any dispute regarding the interpretation of this Agreement shall be submitted by Optionee or the Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and Optionee.

19.6 All Options and benefits provided under this Agreement shall be subject to any compensation recovery or clawback policy as required under applicable law, rule or regulation or otherwise adopted by the Company from time to time.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in duplicate by its duly authorized representative and Optionee has executed this Agreement in duplicate as of the Date of Grant.

BLACK DIAMOND, INC.

By: _____
Name:
Title:

OPTIONEE:

«FirstName» «LastName»

BLACK DIAMOND, INC.
2015 STOCK INCENTIVE PLAN
STOCK AWARD AGREEMENT

STOCK AWARD AGREEMENT (the “Agreement”) made as of this «**numberdate**» day of «**month**», «**year**», by and between Black Diamond, Inc., a Delaware corporation, having its principal office at 2084 East 3900 South, Salt Lake City, Utah 84124 (the “Company”), and «**FirstName**» «**LastName**», an individual residing in «**citystate**» (the “Recipient”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Company’s 2015 Stock Incentive Plan.

WHEREAS, the Company has heretofore adopted the Black Diamond, Inc. 2015 Stock Incentive Plan (the “Plan”) for the benefit of certain employees, officers, directors, consultants, independent contractors and advisors of the Company or Subsidiaries of the Company, which Plan has been approved by the Company’s stockholders; and the Recipient is a valued and trusted «**employee / director**» of the Company and/or one of its subsidiaries; and

WHEREAS, the Company believes it to be in the best interests of the Company to secure the future services of the Recipient by providing the Recipient with an inducement to remain an «**employee / director**» of the Company and/or one of its Subsidiaries through the grant of a stock grant in the Company.

NOW, THEREFORE, the parties agree as follows:

1. Stock Award. Subject to the provisions hereinafter set forth and the terms and conditions of the Plan, the Company hereby grants to the Recipient, as of «**grantdate**» (the “Grant Date”), a stock award, subject to the vesting schedule set forth below, of up to an aggregate of «**amountofshares**» shares (the “Grant Shares”) of common stock of the Company, par value \$0.0001 per share (the “Common Stock”), such number being subject to adjustment as provided in the Plan. As more fully described below, the Grant Shares granted hereby are subject to forfeiture by the Recipient if certain criteria are not satisfied.

2. Vesting.

(a) The Grant Shares shall vest and become non-forfeitable in accordance with the following schedule:

<u>Vesting Date</u>	<u>Earned Portion of Grant Shares</u>
« Vestingdate1 »	« shares1 »
« Vestingdate2 »	« shares2 »
« Vestingdate3 »	« shares3 »
« Vestingdate4 »	« Shares4 »
« Vestingdate5 »	« Shares5 »

(b) Notwithstanding the vesting schedule set forth above, such vesting schedule may be accelerated by the Board of Directors or the Compensation Committee of the Board of Directors (the "Committee") in their sole decision.

(c) Upon the vesting date the earned portion of the Grant Shares shall be issued to the Recipient in accordance with the Plan and the terms hereof including Section 3 below.

(d) If the Recipient is terminated by the Company or its Subsidiaries for Cause (as defined in the Plan), voluntarily terminates employment by the Company or its Subsidiaries or if Recipient's service to the Company is Terminated because of death or Disability of Recipient, prior to the satisfaction of the vesting provisions set forth above, no further portion of the Grant Shares shall become vested pursuant to this Agreement and such unvested Grant Shares shall be forfeited effective as of the date that the Recipient ceases to be so employed by the Company.

(e) Nothing in the Plan or this Agreement shall confer on Recipient any right to continue in the employ of, or other relationship with, the Company or any Subsidiary of the Company, or limit in any way the right of the Company or any Affiliate or Subsidiary of the Company to terminate Recipient's employment or other relationship at any time, with or without Cause. This Agreement does not constitute an employment contract. This Agreement does not guarantee employment for the length of time of the vesting schedule set forth above or for any portion thereof.

(f) Recipient understands that Recipient may suffer adverse tax consequences as a result of the grant, vesting or disposition of the Grant Shares. Recipient represents that Recipient has consulted with his or her own independent tax consultant(s) as Recipient deems advisable in connection with the grant, vesting or disposition of the Grant Shares and that Recipient is not relying on the Company for any tax advice.

3. Issuance and Withholding.

(a) Upon vesting, the Company shall issue the earned Grant Shares registered in the name of Recipient, Recipient's authorized assignee, or Recipient's legal representative, and shall deliver certificates representing the Grant Shares.

(b) Subject to Section 16 below, prior to the issuance of the Grant Shares, Recipient must pay or provide for any applicable federal or state withholding obligations of the Company.

4. Compliance With Laws and Regulations. The issuance and transfer of Grant Shares shall be subject to compliance by the Company and Recipient with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange or quotation system on which the Company's Common Stock may be listed at the time of such issuance or transfer

5. Non-transferability. Until the Grant Shares shall be vested and issued and until the satisfaction of any and all other conditions specified herein, the Grant Shares may not be sold, transferred, assigned, pledged or otherwise encumbered or disposed of by the Recipient, other than by will or by the laws of descent and distribution, except upon the written consent of the Company and, in any case, in compliance with the terms and conditions of this Agreement. The terms of this stock award shall be binding upon the executors, administrators, successors and assigns of Recipient.

6. Privileges of Stock Ownership. Recipient shall not have any of the rights of a stockholder with respect to any Grant Shares until the Grant Shares are issued to Recipient.

7. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by Recipient or the Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and Recipient.

8. Entire Agreement. The Plan is incorporated herein by reference. This Agreement and the Plan constitute the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements with respect to such subject matter.

9. Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Recipient shall be in writing and addressed to Recipient at the address indicated above or to such other address as such party may designate in writing from time to time to the Company. All notices shall be deemed to have been given or delivered upon: personal delivery; three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested); one (1) business day after deposit with any return receipt express courier (prepaid); or one (1) business day after transmission by facsimile.

10. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon Recipient and Recipient's heirs, executors, administrators, legal representatives, successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, applicable to agreements made and to be performed entirely within such state, other than conflict of laws principles thereof directing the application of any law other than that of Delaware.

12. Acceptance. Recipient hereby acknowledges receipt of a copy of the Plan and this Agreement. Recipient has read and understands the terms and provisions thereof, and accepts this stock award subject to all the terms and conditions of the Plan and this Agreement. Recipient acknowledges that there may be adverse tax consequences upon the grant or the vesting of this stock award, issuance or disposition of the Grant Shares and that the Company has advised Recipient to consult a tax advisor regarding the tax consequences of the grant, vesting, issuance or disposition.

13. Covenants of the Recipient The Recipient agrees (and for any heir, executor, administrator, legal representative, successor, or assignee hereby agrees), as a condition upon the grant of the stock award hereunder:

(a) Upon the request of the Committee, to execute and deliver a certificate, in form satisfactory to the Committee, certifying that the Grant Shares being acquired pursuant to the vesting provisions set forth above are for such person's own account for investment only and not with any view to or present intention to resell or distribute the same. The Recipient hereby agrees that the Company shall have no obligation to deliver the Grant Shares unless and until such certificate shall be executed and delivered to the Company by the Recipient or any successor.

(b) Upon the request of the Committee, to execute and deliver a certificate, in form satisfactory to the Committee, certifying that any subsequent resale or distribution of the Grant Shares by the Recipient shall be made only pursuant to either (i) a Registration Statement on an appropriate form under the Securities Act of 1933, as amended (the "Securities Act"), which Registration Statement has become effective and is current with regard to the Grant Shares being sold, or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption the Recipient shall, prior to any offer of sale or sale of such Grant Shares, obtain a prior favorable written opinion of counsel, in form and substance satisfactory to counsel for the Company, as to the application of such exemption thereto. The foregoing restriction contained in this subparagraph (b) shall not apply to (i) issuances by the Company so long as the Grant Shares being issued are registered under the Securities Act and a prospectus in respect thereof is current, or (ii) re-offerings of the Grant Shares by Affiliates of the Company (as defined in Rule 405 or any successor rule or regulation promulgated under the Securities Act) if the Grant Shares being re-offered are registered under the Securities Act and a prospectus in respect thereof is current.

(c) That certificates evidencing Grant Shares being acquired pursuant to the vesting schedule set forth above shall bear a legend, in form satisfactory to counsel for the Company, manifesting the investment intent and resale restrictions of the Recipient described in this Section.

(d) That upon vesting of the Grant Shares pursuant to the vesting provisions set forth above, or upon sale of the Grant Shares, as the case may be, the Company shall have the right to require the Recipient to remit to the Company, or in lieu thereof, the Company may deduct, an amount of shares or cash sufficient to satisfy federal, state or local withholding tax requirements, if any, prior to the delivery of any certificate for such Grant Shares or thereafter, as appropriate.

14. Obligations of the Company

(a) Notwithstanding anything to the contrary contained herein, neither the Company nor its transfer agent shall be required to issue any fraction of a share of Common Stock, and the Company shall issue the largest number of whole Grant Shares of Common Stock to which Recipient is entitled and shall return to the Recipient the amount of any unissued fractional share in cash.

(b) The Company may endorse such legend or legends upon the certificates for Grant Shares issued to the Recipient pursuant to the Plan and may issue such "stop transfer" instructions to its transfer agent in respect of such Grant Shares as, in its discretion, it determines to be necessary or appropriate to: (i) prevent a violation of, or to perfect an exemption from, the registration requirements of the Securities Act; or (ii) implement the provisions of the Plan and any agreement between the Company and the Recipient or grantee with respect to such Grant Shares.

(c) The Company shall pay all issue or transfer taxes with respect to the issuance or transfer of Grant Shares to Recipient, as well as all fees and expenses necessarily incurred by the Company in connection with such issuance or transfer.

(d) All Grant Shares issued following vesting shall be fully paid and non-assessable to the extent permitted by law.

15. No Section 83(b) Election. Recipient shall not file an election with the Internal Revenue Service under Section 83(b).

16. Withholding Taxes. The Recipient acknowledges that the Company is not responsible for the tax consequences to the Recipient of the granting, vesting or issuance of the Grant Shares, and that it is the responsibility of the Recipient to consult with the Recipient's personal tax advisor regarding all matters with respect to the tax consequences of the granting, vesting and issuance of the Grant Shares. The Company shall have the right to deduct from the Grant Shares or any payment to be made with respect to the Grant Shares any amount that federal, state, local or foreign tax law requires to be withheld with respect to the Grant Shares or any such payment. Alternatively, the Company may require that the Recipient, prior to or simultaneously with the Company incurring any obligation to withhold any such amount, pay such amount to the Company in cash or in shares of the Company's Common Stock (including shares of Common Stock retained from the stock award creating the tax obligation), which shall be valued at the Fair Market Value of such shares on the date of such payment. In any case where it is determined that taxes are required to be withheld in connection with the issuance, transfer or delivery of the shares, the Company may reduce the number of shares so issued, transferred or delivered by such number of shares as the Company may deem appropriate to comply with such withholding. The Company may also impose such conditions on the payment of any withholding obligations as may be required to satisfy applicable regulatory requirements under the Exchange Act, if any.

17. Miscellaneous

(a) If the Recipient loses this Agreement representing the stock award granted hereunder, or if this Agreement is stolen, damaged or destroyed, the Company shall, subject to such reasonable terms as to indemnity as the Committee, in its sole discretion shall require, replace the Agreement.

(b) This Agreement cannot be amended, supplemented or changed, and no provision hereof can be waived, except by a written instrument making specific reference to this Agreement and signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. A waiver of any right derived hereunder by the Recipient shall not be deemed a waiver of any other right derived hereunder.

(c) This Agreement may be executed in any number of counterparts, but all counterparts will together constitute but one agreement.

(d) In the event of a conflict between the terms and conditions of this Agreement and the Plan, the terms and conditions of the Plan shall govern. All capitalized terms used herein but not defined shall have the meanings given to such terms in the Plan.

(e) All Grant Shares and benefits provided under this Agreement shall be subject to any compensation recovery or clawback policy as required under applicable law, rule or regulation or otherwise adopted by the Company from time to time.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in duplicate by its duly authorized representative and Recipient has executed this Agreement in duplicate as of the Date of Grant.

BLACK DIAMOND, INC.

By: _____
Name:
Title:

RECIPIENT

By: _____
«FirstName» «LastName»