

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

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

HOMETRUST BANCSHARES, INC.

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction of
incorporation or organization)

45-5055422

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

10 Woodfin Street, Asheville, North Carolina

(Address of Principal Executive Offices)

28801

(Zip Code)

HomeTrust Bancshares, Inc. 2022 Omnibus Incentive Plan

(Full title of the plan)

Martin L. Meyrowitz, P.C.
Craig M. Scheer, P.C.
Silver, Freedman, Taff & Tiernan LLP
(a limited liability partnership including professional corporations)
3299 K Street, N.W., Suite 100
Washington, D.C. 20007

(Name and address of agent for service)

(202) 295-4500

(Telephone number, including area code, of agent for service)

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

Large accelerated filer

Non-accelerated filer

Accelerated Filer

Smaller reporting company

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 7(a)(2)(B) of the Securities Act.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The document(s) containing the information specified in Part I of Form S-8 will be sent or given to participants in the HomeTrust Bancshares, Inc. 2022 Omnibus Incentive Plan, as required by Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act").

Such document(s) are not being filed with the Commission but constitute (along with the documents incorporated by reference into the Registration Statement pursuant to Item 3 of Part II hereof) a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents previously or concurrently filed by HomeTrust Bancshares, Inc. (the “Company”) with the Commission under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are hereby incorporated by reference into this Registration Statement and the prospectus to which this Registration Statement relates (the “Prospectus”):

- (a) [The Company’s Annual Report on Form 10-K for the fiscal year ended June 30, 2022;](#)
- (b) [The Company’s Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2022;](#)
- (c) The Company’s Current Reports on Form 8-K filed on [July 25, 2022](#), [July 28, 2022](#), [August 24, 2022](#), [October 19, 2022](#), [November 15, 2022](#) and [January 31, 2023](#); and
- (d) [The description of the common stock, par value \\$0.01 per share, of the Company contained in the Company’s Registration Statement on Form 8-A filed on July 2, 2012, and all amendments or reports filed for the purpose of updating such description.](#)

All documents filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (excluding any document or portion thereof that has been furnished to and deemed not to be filed with the Commission), after the filing of this Registration Statement, and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference into this Registration Statement and the Prospectus and to be a part hereof and thereof from the date of the filing of such documents. Any statement contained in the documents incorporated, or deemed to be incorporated, by reference herein or therein shall be deemed to be modified or superseded for purposes of this Registration Statement and the Prospectus to the extent that a statement contained herein or therein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein or therein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement and the Prospectus.

The Company shall furnish without charge to each person to whom the Prospectus is delivered, on the written or oral request of such person, a copy of any or all of the documents incorporated by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference to the information that is incorporated). Requests should be directed to: Tony J. VunCannon, Executive Vice President, Chief Financial Officer, Corporate Secretary and Treasurer, HomeTrust Bancshares, Inc., 10 Woodfin Street, Asheville, North Carolina 28801, telephone number (828) 350-3049.

All information appearing in this Registration Statement and the Prospectus is qualified in its entirety by the detailed information, including financial statements, appearing in the documents incorporated herein or therein by reference.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 2-405.2 of the Maryland General Corporation Law permits a Maryland corporation to include in its charter a provision limiting the liability of its directors and officers to the corporation or its stockholders for money damages except: (1) to the extent it is proven that the director or officer actually received an improper benefit or profit in money, property or services for the amount of the benefit or profit in money, property or services actually received; or (2) to the extent that a judgment or other final adjudication adverse to the director or officer is entered in a proceeding based on a finding that the director's or officer's action or failure to act was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding. The Company's charter contains such a provision, thereby limiting the liability of its directors and officers to the maximum extent permitted by Maryland law.

Section 2-418 of the Maryland General Corporation Law permits a Maryland corporation to indemnify a director or officer who is made a party to any proceeding by reason of service in that capacity against judgments, penalties, fines, settlements and reasonable expenses actually incurred unless it is established that: (1) the act or omission of the director or officer was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty; (2) the director or officer actually received an improper personal benefit in money, property or services; or (3) in the case of a criminal proceeding, the director or officer had reasonable cause to believe that his or her conduct was unlawful. The Maryland General Corporation Law provides that where a director or officer is a defendant in a proceeding by or in the right of the corporation, the director or officer may not be indemnified if he or she is found liable to the corporation. The Maryland General Corporation Law also provides that a director or officer may not be indemnified in respect of any proceeding alleging improper personal benefit in which he or she was found liable on the grounds that personal benefit was improperly received. A director or officer found liable in a proceeding by or in the right of the corporation or in a proceeding alleging improper personal benefit may petition a court to nevertheless order indemnification of expenses if the court determines that the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances.

Section 2-418 of the Maryland General Corporation Law provides that unless limited by the charter of a Maryland corporation, a director or an officer who is successful on the merits or otherwise in defense of any proceeding must be indemnified against reasonable expenses. Section 2-418 also provides that a Maryland corporation may advance reasonable expenses to a director or an officer upon the corporation's receipt of (a) a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the corporation and (b) a written undertaking by the director or officer or on his or her behalf to repay the amount paid or reimbursed by the corporation if it is ultimately determined that the standard of conduct was not met.

The Company's charter provides for indemnification of directors and officers to the maximum extent required or permitted by the Maryland General Corporation Law.

Under a directors' and officers' liability insurance policy, directors and officers of the Company are insured against certain liabilities.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

See Exhibit Index.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

INDEX TO EXHIBITS

Exhibit Number	Document
4.1	Charter of the Registrant (included as an exhibit to the Registrant's Registration Statement on Form S-1 filed on December 29, 2011 (No. 333-178817) and incorporated herein by reference)
4.2	Bylaws of the Registrant (included as an exhibit to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2021 (File No. 001-35593) and incorporated herein by reference)
5	Opinion of Silver, Freedman, Taff & Tiernan LLP
23.1	Consent of Silver, Freedman, Taff & Tiernan LLP (contained in Exhibit 5)
23.2	Consent of FORVIS, LLP (Formerly, Dixon Hughes Goodman LLP)
24	Power of Attorney (contained on signature page)
99.1	The Registrant's 2022 Omnibus Incentive Plan (included as Appendix A to the Registrant's Definitive Proxy Statement on Schedule 14A filed on October 3, 2022 and incorporated herein by reference)
99.2	Form of Non-Qualified Stock Option Award Agreement under the Registrant's 2022 Omnibus Incentive Plan
99.3	Form of Restricted Stock Award Agreement for Employees under the Registrant's 2022 Omnibus Incentive Plan
99.4	Form of Restricted Stock Award Agreement for Directors under the Registrant's 2022 Omnibus Incentive Plan
99.5	Form of Performance-Based Restricted Stock Unit Award Agreement under the Registrant's 2022 Omnibus Incentive Plan
107	Filing Fee Table

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Asheville, State of North Carolina, on February 6, 2023.

HOMETRUST BANCSHARES, INC.

By: /s/ C. Hunter Westbrook
C. Hunter Westbrook
President and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned officers and directors of HomeTrust Bancshares, Inc., hereby severally and individually constitute and appoint C. Hunter Westbrook and Tony J. VunCannon, and each of them, the true and lawful attorneys and agents of each of us to execute in the name, place and stead of each of us (individually and in any capacity stated below) any and all amendments (including post-effective amendments) to this registration statement and all instruments necessary or advisable in connection therewith and to file the same with the Securities and Exchange Commission, each of said attorneys and agents to have the power to act with or without the other and to have full power and authority to do and perform in the name and on behalf of each of the undersigned every act whatsoever necessary or advisable to be done in the premises as fully and to all intents and purposes as any of the undersigned might or could do in person, and we hereby ratify and confirm our signatures as they may be signed by our said attorneys and agents or each of them to any and all such amendments and instruments.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

By: <u>/s/ C. Hunter Westbrook</u> C. Hunter Westbrook, President, Chief Executive Officer and Director (Principal Executive Officer)	Date: February 6, 2023
By: <u>/s/ Tony J. VunCannon</u> Tony J. VunCannon, Executive Vice President, Chief Financial Officer, Corporate Secretary and Treasurer (Principal Financial and Accounting Officer)	Date: February 6, 2023
By: <u>/s/ Dana L. Stonestreet</u> Dana L. Stonestreet, Executive Chairman	Date: February 6, 2023
By: <u>/s/ Sidney A. Biesecker</u> Sidney A. Biesecker, Director	Date: February 6, 2023
By: <u>/s/ Robert E. James, Jr.</u> Robert E. James, Jr., Director	Date: February 6, 2023
By: <u>/s/ Laura C. Kendall</u> Laura C. Kendall, Director	Date: February 6, 2023
By: <u>/s/ Craig C. Koontz</u> Craig C. Koontz, Director	Date: February 6, 2023
By: <u>/s/ Rebekah M. Lowe</u> Rebekah M. Lowe, Director	Date: February 6, 2023
By: <u>/s/ F.K. McFarland, III</u> F.K. McFarland, III Director	Date: February 6, 2023
By: <u>/s/ John A. Switzer</u> John A. Switzer, Director	Date: February 6, 2023
By: <u>/s/ Richard T. Williams</u> Richard T. Williams, Director	Date: February 6, 2023

Law Offices
Silver, Freedman, Taff & Tiernan LLP
A Limited Liability Partnership Including Professional Corporations

3299 K STREET, N.W., SUITE 100
WASHINGTON, D.C. 20007
(202) 295-4500
WWW.SFTTLAW.COM

February 6, 2023

HomeTrust Bancshares, Inc.
10 Woodfin Street
Asheville, North Carolina 28801

Ladies and Gentlemen:

We have acted as special counsel to HomeTrust Bancshares, Inc., a Maryland corporation (the “Company”), in connection with the preparation and filing with the Securities and Exchange Commission (the “Commission”) of a Registration Statement on Form S-8 (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Securities Act”), relating to 1,000,000 shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”), to be offered pursuant to the HomeTrust Bancshares, Inc. 2022 Omnibus Incentive Plan (the “Plan”).

In connection with our opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Plan, the Registration Statement, the Company’s charter and bylaws, resolutions of the Company’s Board of Directors and committees thereof, and such other documents and corporate records as we have deemed appropriate for the purpose of rendering this opinion. We have assumed without investigation the genuineness of all signatures, the legal capacity of natural persons, the authenticity, accuracy and completeness of all documents submitted to us as originals, the conformity to authentic and complete original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity, accuracy and completeness of the originals of such copies. We have further assumed the accuracy of certifications of public officials, government agencies and departments, and corporate officers and other individuals on which we are relying, and have made no independent investigations thereof. In addition, we have assumed that the shares of Common Stock issuable pursuant to awards under the Plan will continue to be duly authorized at the respective times of such issuances, and that the agreements evidencing awards under the Plan will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization and other laws and legal principles affecting creditors’ rights).

Based upon the foregoing, and subject to the limitations, qualifications, exceptions and assumptions set forth herein, it is our opinion that the shares of Common Stock being so registered will be, when and if issued, sold and paid for in accordance with and as contemplated by the Plan, validly issued, fully paid and non-assessable.

In rendering the foregoing opinion, we express no opinion as to the laws of any jurisdiction other than the General Corporation Law of the State of Maryland, as currently in effect. This opinion is limited to the facts bearing on this opinion as they exist on the date of this opinion. We disclaim any obligation to review or supplement this opinion or to advise you of any changes in the circumstances, laws or events that may occur after this date or otherwise update this opinion.

We hereby consent to the inclusion of this opinion as Exhibit 5 to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder. The opinion expressed herein is a matter of professional judgment and is not a guarantee of result.

Very truly yours,

/s/ SILVER, FREEDMAN, TAFF & TIERNAN LLP
SILVER, FREEDMAN, TAFF & TIERNAN LLP

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-8 of HomeTrust Bancshares, Inc. of our reports dated September 12, 2022, with respect to the consolidated financial statements of HomeTrust Bancshares, Inc. and the effectiveness of internal control over financial reporting, included in the Annual Report on Form 10-K for the year ended June 30, 2022.

/s/ FORVIS, LLP (Formerly, Dixon Hughes Goodman LLP)

Atlanta, Georgia
February 6, 2023

HOMETRUST BANCSHARES, INC.
2022 OMNIBUS INCENTIVE PLAN

NON-QUALIFIED STOCK OPTION AWARD AGREEMENT

NQSO No. _____.

Grant Date: _____, 20__

This Non-Qualified Stock Option Award (“NQSO”) is granted by HomeTrust Bancshares, Inc. (“Company”) to <<Employee Name>> (“Option Holder”) in accordance with the terms of this Non-Qualified Stock Option Award Agreement (“Agreement”) and subject to the provisions of the HomeTrust Bancshares, Inc. 2022 Omnibus Incentive Plan, as amended from time to time (“Plan”). The Plan is incorporated herein by reference.

- 1. **NQSO Award.** The Company grants to Option Holder a non-qualified stock option (an “NQSO”) to purchase <<Number of Stock Options>> shares (the “Shares”) of Company common stock, par value \$0.01 per share (the “Common Stock”) at an Exercise Price of TBD per Share. The Shares underlying this NQSO are subject to forfeiture and to limits on transferability until they vest, as provided in Sections 5 and 6 of this Agreement and in Article 6 of the Plan.
- 2. **Vesting Dates.** No portion of this NQSO may be exercised until such portion has become vested and exercisable. Subject to the Option Holder’s continuous employment or service as specified in Section 10.1 of the Plan (“Service”) through each applicable Vesting Date set forth below, this NQSO shall become exercisable with respect to the following number of Shares on the dates indicated below, subject to earlier vesting in the event of a termination as provided herein:

Vesting Date(s)

NQSOs for Number of Shares Vesting

- 3. **Exercise.** The Option Holder (or in the case of the death of the Option Holder, the designated legal representative or heir of the Option Holder) may exercise the NQSO during the Exercise Period specified below by giving written notice to the Corporate Secretary in the form required by the Committee (“Exercise Notice”). The Exercise Notice must specify the number of whole Shares to be purchased, which shall be at least 100 unless fewer shares remain unexercised. The exercise date is the date the Exercise Notice is received by the Company. The Exercise Period commences on the Vesting Date and expires at 5:00 p.m., Asheville, North Carolina time, on the date 10 years after the Grant Date, such later time and date being hereinafter referred to as the “Expiration Date,” subject to earlier expiration in the event of a termination as provided herein. Any portion of the NQSO not exercised as of the close of business on the last day of the Exercise Period shall be cancelled without consideration at that time.



The Exercise Notice shall be accompanied by payment in full of the Exercise Price for the Shares being purchased, plus any applicable tax withholding. Payment shall be made: (a) in cash, which may be in the form of a check, money order, cashier's check or certified check payable to the Company, or (b) by delivering Shares of the Company already owned by the Option Holder having a Fair Market Value on the exercise date equal to the aggregate Exercise Price to be paid plus any applicable tax withholding, or (c) by instructing the Company to withhold Shares otherwise issuable upon the exercise having an aggregate Fair Market Value on the exercise date equal to the aggregate Exercise Price to be paid plus any applicable tax withholding, or (d) by any combination thereof. Payment for the Shares being purchased upon exercise of the Option may also be made by delivering a properly executed Exercise Notice to the Company, together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds to pay the aggregate Exercise Price and applicable tax withholding amounts (if any), in which event the Shares acquired shall be delivered to the broker promptly following receipt of payment.

4. **Related Awards:** This NQSO and the Shares are not related to any other Award under the Plan.
5. **Transferability.** The Option Holder may not sell, assign, transfer, pledge or otherwise encumber the NQSO except in the event of the Option Holder's death, by will or by the laws of descent and distribution or pursuant to a Qualified Domestic Relations Order.
6. **Termination Event.** If the Option Holder's Service with the Company is terminated for any reason other than the death or Disability of the Option Holder, any Shares subject to the NQSO that have not vested or become forfeited as of the last date of the Option Holder's Service termination date (the "Termination Date") shall be forfeited to the Company, and the Exercise Period of any vested Shares subject to the NQSO shall expire three months after the Termination Date (or the Expiration Date, if earlier), except where that termination of Service is due to Retirement, in which case the Exercise Period of any vested Shares subject to the NQSO shall expire one year after the Termination Date (or the Expiration Date, if earlier), or in the case of a termination for Cause, all Shares subject to the NQSO (including both vested and unvested Shares) held by the Option Holder shall expire and be forfeited to the Company immediately. For purposes of this Award Agreement, Retirement is defined as termination of an Option Holder's employment with the Company and its Affiliates, other than a Termination for Cause, after the Option Holder has attained age 59½ ("Retirement"). If the Option Holder's termination is on account of the Option Holder's death or Disability, all Shares subject to the NQSO that have not vested or been forfeited shall become fully vested and exercisable, and the Exercise Period of all Shares subject to the NQSO shall expire one year after the Termination Date (or Expiration Date, if earlier).
7. **Effect of Change in Control.** All Shares underlying the NQSO that have not vested or been forfeited shall become fully vested and exercisable upon the consummation of a Change in Control, provided that a Replacement Award meeting the requirements of Section 11.3 of the Plan has not been provided to the Option Holder to replace this NQSO.

8. **Option Holder's Rights.** The NQSO awarded hereby does not entitle the Option Holder to any rights of a shareholder of the Company until such time as the Shares are transferred to such Option Holder on the stock transfer records of the Company.
9. **Delivery of Shares to Option Holder.** Promptly after receipt of an Exercise Notice and full payment of the Exercise Price for the Shares being acquired, the Company shall issue and deliver to the Option Holder (or other person validly exercising the NQSO) a certificate or certificates representing the Shares of Common Stock being purchased, or evidence of the issuance of such Shares in book-entry form, registered in the name of the Option Holder (or such other person), or, upon request, in the name of the Option Holder (or such other person) and in the name of another person in such form of joint ownership as requested by the Option Holder (or such other person) pursuant to applicable state law. The Company's obligation to deliver a stock certificate or evidence of the issuance of Shares in book-entry form for Shares purchased upon the exercise of an NQSO can be conditioned upon the receipt of a representation of investment intent from the Option Holder (or the Option Holder's Beneficiary) in such form as the Committee requires. The Company shall not be required to deliver stock certificates or evidence of the issuance of Shares in book-entry form for Shares purchased prior to: (a) the listing of those Shares on the Nasdaq; or (b) the completion of any registration or qualification of those Shares required under applicable law.
10. **Adjustments in Shares.** In the event of any corporate event or transaction (including, but not limited to, a change in the number of outstanding shares of Common Stock or the capitalization of the Company) after the Grant Date, such as a merger, consolidation, reorganization, recapitalization, separation, stock dividend, stock split, reverse stock split, split up, spin-off, or other distribution of stock or property of the Company, combination of Shares, exchange of Shares, dividend in kind, or other like change-in-capital structure or distribution (other than normal cash dividends) to stockholders of the Company, or any similar corporate event or transaction, the Committee, in order to prevent dilution or enlargement of the Option Holder's rights under this Agreement, shall substitute or adjust, as applicable, the number of Shares or class of securities of the Company covered by the NQSO or the Exercise Price of the Shares subject to the NQSO in accordance with Section 4.4 of the Plan. The Option Holder agrees to execute any documents required by the Committee in connection with an adjustment under this Section 10.
11. **Tax Withholding.** The Company shall have the right to require the Option Holder to pay to the Company the amount of any tax that the Company is required to withhold with respect to such Shares, or in lieu thereof, to retain or sell a sufficient number of Shares to cover the minimum amount required to be withheld.

12. **Restrictive Covenant Provisions.** In consideration for the Company's agreement to grant this NQSO to the Option Holder, and other good and valuable consideration, the Option Holder agrees:

(a) During the period commencing on the Grant Date and ending on the two (2) year anniversary of the Termination Date (the "Non-Solicitation Period"), the Option Holder will not (i) solicit (by any means, excluding general solicitations of the public that are not based in whole or in part on any list of employees of the Company or any of its affiliates or subsidiaries) or induce, or cause others to solicit or induce, any employee of the Company or any of its affiliates or subsidiaries to leave the employment of such entities, or (ii) solicit (by any means, excluding general solicitations of the public that are not based in whole or in part on any list of customers, clients or vendors of the Company or any of its affiliates or subsidiaries) or induce any customer, client or vendor of the Company or any of its affiliates or subsidiaries, of whom the Option Holder had dealings during his/her employment or service with the Company, to cease doing business with the Company or its affiliates or subsidiaries or otherwise interfere with or damage any such individual's or entity's relationship with the Company or its affiliates or subsidiaries.

(b) The covenants and agreements of the Option Holder set forth in Section 12(a) are referred to herein as the "Restrictive Covenants." The Option Holder acknowledges that he/she has carefully read and considered the provisions of the Restrictive Covenants, and having done so, agrees that the restrictions set forth above are fair and reasonable, and are reasonably required for the protection of the legitimate business and economic interests of the Company. The parties specifically agree that the Company's customer information is confidential and proprietary, and that the Company derives an economic benefit from maintaining the secrecy of such information, which qualifies for trade secret status under applicable law.

The Option Holder further acknowledges that the Company would not have entered into this Agreement absent the Option Holder's agreement to the foregoing. In the event any court of competent jurisdiction finds the provisions of the Restrictive Covenants or any parts hereof to be invalid or unenforceable, such conclusion or finding shall in no way render invalid or unenforceable any other portion of this Section 12 as the provisions of this Section are intended to be separate and divisible covenants. Accordingly, if any provision shall be determined to be invalid or unenforceable either in whole or in part, including without limitation the geographic scope or duration of such provision, the parties hereto agree that the court or authority making such determination shall have the power to reduce the scope or duration of such provision or to delete specific words, phrases or provisions as necessary (but only to the minimum extent necessary) to cause such Restrictive Covenants or parts thereof to be valid and enforceable to the maximum extent permitted by law. If such court or authority does not have the legal authority to take the actions described in the preceding sentence, the parties agree to negotiate in good faith a modified provision that would, in so far as possible, reflect the original intent of this Agreement, including without limitation Section 12 hereof, without violating applicable law.

(c) The parties hereto agree that money damages would not be an adequate remedy for any breach of Section 12 by the Option Holder, and any breach of the terms of Section 12 by the Option Holder would result in irreparable injury and damage to the Company for which such party would have no adequate remedy at law. Therefore, in the event of a breach or threatened breach of Section 12 by the Option Holder, the Company or its successors or assigns shall be entitled to specific performance and/or immediate injunctive relief or other equitable relief, in addition to any other remedies and damages available to the Company, in order to enforce Section 12 of this Agreement, without posting bond or other security, without having to prove damages, and to the payment by the breaching party of all of the other party's costs and expenses, including reasonable attorneys' fees and costs. The Option Holder hereby consents to any restraining order or injunction issued in favor of the Company by any court of competent jurisdiction, without prejudice to any other right or remedy to which the Company may be entitled. **In addition, if the Option Holder breaches this Section 12, all NQSOs which remain unvested or unexercised shall be immediately forfeited, and with respect to previously exercised NQSOs the Company may recover from the Option Holder an amount equal to the excess of the Fair Market Value of the Shares issued in connection with the exercise of the NQSOs (including the Fair Market Value of any Shares withheld to pay all or part of the Exercise Price and the applicable tax withholding) over the Exercise Price of such Shares as of the applicable date of exercise. The Company shall also be entitled to recover from the Option Holder any expenses or legal fees incurred by the Company in exercising its right of recovery under the preceding sentence.** The Option Holder represents and acknowledges that, in light of the Option Holder's experience and capabilities, the Option Holder can obtain employment with another financial institution or holding company thereof or in a business engaged in other lines and/or of a different nature than those engaged in by the Company or its subsidiaries or affiliates, and that the enforcement of a remedy by way of a temporary restraining order or injunction will not prevent the Option Holder from earning a livelihood. Each of the remedies available to the Company in the event of a breach by the Option Holder shall be cumulative and not mutually exclusive. In the event of the Option Holder's breach of the Restrictive Covenants, the Non-Solicitation Period shall be extended by the amount of time the Option Holder was in violation of Section 12.

13. **Clawback** The Option Holder acknowledges and agrees that this Award and the Option Holder's exercise of any Shares hereunder is subject to the provisions of Section 16.3 of the Plan regarding clawbacks.
14. **Plan and Committee Decisions are Controlling**. This Agreement, the award of the NQSO to the Option Holder and the issuance of Shares upon the exercise of the NQSO are subject in all respects to the provisions of the Plan, which are controlling. Capitalized terms herein not defined in this Agreement shall have the meaning ascribed to them in the Plan. All decisions, determinations and interpretations by the Committee respecting the Plan, this Agreement, the award of the NQSO or the issuance of Shares upon the exercise of the NQSO shall be binding and conclusive upon the Option Holder, any Beneficiary of the Option Holder or the legal representative thereof.
15. **Option Holder's Service**. Nothing in this Agreement shall limit the right of the Company or any of its Affiliates to terminate the Option Holder's service or employment as a director, advisory director, director emeritus, officer or employee, or otherwise impose upon the Company or any of its Affiliates any obligation to employ or accept the services or employment of the Option Holder.

16. **Governing Law and Forum Selection.** The Option Holder acknowledges and agrees that the Company's principal place of business is located in North Carolina and that this Agreement was made, delivered, authorized, approved and executed by the Company through action taken in North Carolina. As a result, the parties hereto agree that this Agreement shall be governed by the laws of the State of North Carolina. Any dispute arising under this Agreement shall be decided solely and exclusively by state or federal courts located in Asheville, North Carolina.
17. **Amendment.** The Committee may waive any conditions of or rights of the Company or modify or amend the terms of this Agreement; provided, however, that the Committee may not amend, alter, suspend, discontinue or terminate any provision of this Agreement if such action may adversely affect the Option Holder without the Option Holder's written consent. To the extent permitted by applicable laws and regulations, the Committee shall have the authority, in its sole discretion whenever the Committee may determine that such action is appropriate, to (a) accelerate the vesting of the Shares, (b) remove any other restrictions imposed on the Option Holder with respect to the Shares, (c) delete any of the Option Holder's covenants contained in Section 12 of this Agreement, including retroactively, and (d) reduce (but not increase) the geographic scope or duration of the Option Holder's covenants in Section 12 of this Agreement, including retroactively.
18. **Option Holder Acceptance.** As a condition of receiving the Award, the Option Holder must signify acceptance of the terms and conditions of this Agreement and acknowledge receipt of a copy of the Plan by signing in the space provided below and returning the signed copy to the Company, and if such signature and acceptance is not received by the Company within sixty (60) days of delivery of this Agreement to the Option Holder, then this Non-Qualified Stock Option Award and the underlying Options shall terminate, unless the Committee determines otherwise.
19. **Integration.** This Agreement and the Plan constitute the entire agreement between the parties with respect to this NQSO and the Shares and supersedes all prior agreements and discussions between the parties concerning such subject matter.
20. **Electronic Communication.** The Committee may, in its sole discretion, decide to deliver any documents related to the Non-Qualified Stock Option Award and all other documents that the Company is required to deliver to security holders by email or other electronic means (including posting them on a website maintained by the Company or a third party under contract with the Company). As a condition to participating in the Plan and receipt of the Non-Qualified Stock Option Award, the Option Holder agrees to receive such documents by electronic delivery and agree to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.
21. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The Option Holders's electronic signature of this Agreement shall have the same validity and effect as a signature affixed by the Option Holder's hand.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

HOMETRUST BANCSHARES, INC.

By: Hunter Westbrook
Its: President and CEO

ACCEPTED BY OPTION HOLDER

(Signature)

(Print Name)

(Street Address)

(City, State & Zip Code)

Acknowledgements: By signing above, the Option Holder: (i) agrees that this Non-Qualified Stock Option Award is granted under and governed by the Plan and the Agreement, (ii) agrees that all questions of interpretation and administration relating to this Non-Qualified Stock Option Award, the Plan, and the Agreement shall be resolved by the Committee, and (iii) acknowledges receipt of copies of the Plan and the Agreement, represents that the Option Holder has carefully read and is familiar with their provisions, and hereby accepts this Non-Qualified Stock Option Award subject to all of their respective terms, **including, for the avoidance of doubt, the restrictive covenant provisions set forth in Section 12 of the Agreement.**

HOMETRUST BANCSHARES, INC.

2022 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK AWARD AGREEMENT

RS No. _____

Grant Date: _____, 20__

This Restricted Stock Award (“Restricted Stock Award”) is granted by HomeTrust Bancshares, Inc. (“Company”) to <<Employee Name1>> (“Grantee”) in accordance with the terms of this Restricted Stock Award Agreement (“Agreement”) and subject to the provisions of the HomeTrust Bancshares, Inc. 2022 Omnibus Incentive Plan, as amended from time to time (“Plan”). The Plan is incorporated herein by reference.

1. **Restricted Stock Award.** The Company makes this Restricted Stock Award of <<Number of RSUs1>> shares (the “Shares”) of Company common stock , par value \$0.01 per share (the “Common Stock”) to Grantee. These Shares are subject to forfeiture and to limits on transferability until they vest, as provided in Sections 2, 3 and 4 of this Agreement and in Article 7 of the Plan.
2. **Vesting Dates:** The Shares shall vest as follows, subject to the Grantee’s continuous employment or service as specified in Section 10.1 of the Plan (“Service”) through each applicable Vesting Date set forth below, except as otherwise provided herein or in the Plan:

Vesting Date(s)

Number of Shares Vesting

3. **Transferability.** The Grantee may not sell, assign, transfer, pledge or otherwise encumber any Shares that have not vested, except in the event of the Grantee’s death, by will or by the laws of descent and distribution or pursuant to a Qualified Domestic Relations Order.
 4. **Termination Event.** If the Grantee’s Service with the Company is terminated for any reason other than the death or Disability of the Grantee, any Shares that have not vested as of the Grantee’s Service termination date (the “Termination Date”) shall be forfeited to the Company. If the Grantee’s Service terminates on account of the Grantee’s death or Disability, all Shares that have not vested or been forfeited shall become fully vested on the Termination Date.
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5. **Effect of Change in Control.** All Shares that have not vested or been forfeited shall become fully vested upon the consummation of a Change in Control, provided that a Replacement Award meeting the requirements of Section 11.3 of the Plan has not been provided to the Grantee to replace this Restricted Stock Award.
6. **Delivery of Shares.** The Company shall issue stock certificates or evidence of the issuance of such Shares in book-entry form, in the name of the Grantee reflecting the Shares vesting on each Vesting Date in Section 2. The Company shall retain these certificates or evidence of the issuance of Shares in book-entry form until the Shares represented thereby become vested. Prior to vesting, the Shares shall be subject to the following restriction, communicated in writing to the Company's stock transfer agent:

The sale or other transfer of the shares of stock represented by this certificate, whether voluntary, involuntary or by operation of law, is subject to certain restrictions on transfer as set forth in the HomeTrust Bancshares, Inc. 2022 Omnibus Incentive Plan and in a Restricted Stock agreement dated ____, 20___. A copy of the Plan and such Restricted Stock agreement may be obtained from the Corporate Secretary of HomeTrust Bancshares, Inc.
7. **Grantee's Rights.** As the owner of all Shares that have not vested, the Grantee shall be paid dividends by the Company with respect to those Shares at the same time as they are paid to other holders of the Company's common stock. The Grantee may exercise all voting rights appurtenant to the Shares.
8. **Delivery of Shares to Grantee.** Upon the vesting of any Shares, the restrictions in Sections 3 and 4 shall terminate, and the Company shall deliver only to the Grantee (or, if applicable, the Grantee's Beneficiary or estate) a certificate (without the legend referenced in Section 6) or evidence of the issuance of Shares in book-entry form, and the related stock power in respect of the vesting Shares. The Company's obligation to deliver a stock certificate for vested Shares, or evidence of the issuance of Shares in book-entry form, can be conditioned upon the receipt of a representation of investment intent from the Grantee (or the Grantee's Beneficiary or estate) in such form as the Committee requires. The Company shall not be required to deliver stock certificates for vested Shares, or evidence of the issuance of Shares in book-entry form, prior to: (a) the listing of those Shares on the Nasdaq; or (b) the completion of any registration or qualification of those Shares required under applicable law.
9. **Adjustments in Shares.** In the event of any corporate event or transaction (including, but not limited to, a change in the number of outstanding shares of Common Stock or the capitalization of the Company) after the Grant Date, such as a merger, consolidation, reorganization, recapitalization, separation, stock dividend, stock split, reverse stock split, split up, spin-off, or other distribution of stock or property of the Company, combination of Shares, exchange of Shares, dividend in kind, or other like change-in-capital structure or distribution (other than normal cash dividends) to stockholders of the Company, or any similar corporate event or transaction, the Committee, in order to prevent dilution or enlargement of the Grantee's rights under this Agreement, shall substitute or adjust, as applicable, the number of Shares or class of securities of the Company covered by this Agreement in accordance with Section 4.4 of the Plan. Any additional Shares or other securities received by the Grantee as a result of any such adjustment shall be subject to all restrictions and requirements applicable to Shares that have not vested. The Grantee agrees to execute any documents required by the Committee in connection with an adjustment under this Section 9.

10. **Tax Election.** The Grantee understands that an election may be made under Section 83(b) of the Code to accelerate the Grantee's tax obligation with respect to receipt of the Shares from the Vesting Dates to the Grant Date by submitting an election to the Internal Revenue Service. The Grantee acknowledges that he or she is responsible for obtaining the advice of his or her tax advisors with regard to the Section 83(b) election and that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with regard to such election. In the event the Grantee makes such an election, he or she agrees to provide a copy of the election to the Company. In the event that the Grantee chooses to make a Section 83(b) election, Grantee agrees and acknowledges that it is Grantee's responsibility—and not the Company's responsibility—to file the election in a timely manner, even if the Grantee asks the Company or its agents to make the filing on his or her behalf.
11. **Tax Withholding.** The Company shall have the right to require the Grantee to pay to the Company the amount of any tax that the Company is required to withhold with respect to such Shares, or in lieu thereof, to retain or sell a sufficient number of Shares to cover the minimum amount required to be withheld. The Company shall have the right to deduct from all dividends paid with respect to the Shares the amount of any taxes that the Company is required to withhold with respect to such dividend payments.
12. **Restrictive Covenant Provisions.** In consideration for the Company's agreement to award Shares to the Grantee, and other good and valuable consideration, the Grantee agrees:
 - (a) During the period commencing on the Grant Date and ending on the two (2) year anniversary of the Termination Date (the "Non-Solicitation Period"), the Grantee will not (i) solicit (by any means, excluding general solicitations of the public that are not based in whole or in part on any list of employees of the Company or any of its affiliates or subsidiaries) or induce, or cause others to solicit or induce, any employee of the Company or any of its affiliates or subsidiaries to leave the employment of such entities, or (ii) solicit (by any means, excluding general solicitations of the public that are not based in whole or in part on any list of customers, clients or vendors of the Company or any of its affiliates or subsidiaries) or induce any customer, client or vendor of the Company or any of its affiliates or subsidiaries, of whom the Grantee had dealings during his/her employment or service with the Company, to cease doing business with the Company or its affiliates or subsidiaries or otherwise interfere with or damage any such individual's or entity's relationship with the Company or its affiliates or subsidiaries.

(b) The covenants and agreements of the Grantee set forth in Section 12(a) are referred to herein as the “Restrictive Covenants.” The Grantee acknowledges that he/she has carefully read and considered the provisions of the Restrictive Covenants, and having done so, agrees that the restrictions set forth above are fair and reasonable, and are reasonably required for the protection of the legitimate business and economic interests of the Company. The parties specifically agree that the Company’s customer information is confidential and proprietary, and that the Company derives an economic benefit from maintaining the secrecy of such information, which qualifies for trade secret status under applicable law. The Grantee further acknowledges that the Company would not have entered into this Agreement absent the Grantee’s agreement to the foregoing. In the event any court of competent jurisdiction finds the provisions of the Restrictive Covenants or any parts hereof to be invalid or unenforceable, such conclusion or finding shall in no way render invalid or unenforceable any other portion of this Section 12 as the provisions of this Section are intended to be separate and divisible covenants. Accordingly, if any provision shall be determined to be invalid or unenforceable either in whole or in part, including without limitation the geographic scope or duration of such provision, the parties hereto agree that the court or authority making such determination shall have the power to reduce the scope or duration of such provision or to delete specific words, phrases or provisions as necessary (but only to the minimum extent necessary) to cause such Restrictive Covenants or parts thereof to be valid and enforceable to the maximum extent permitted by law. If such court or authority does not have the legal authority to take the actions described in the preceding sentence, the parties agree to negotiate in good faith a modified provision that would, in so far as possible, reflect the original intent of this Agreement, including without limitation Section 12 hereof, without violating applicable law.

(c) The parties hereto agree that money damages would not be an adequate remedy for any breach of Section 12 by the Grantee, and any breach of the terms of Section 12 by the Grantee would result in irreparable injury and damage to the Company for which such party would have no adequate remedy at law. Therefore, in the event of a breach or threatened breach of Section 12 by Grantee, the Company or its successors or assigns shall be entitled to specific performance and/or immediate injunctive relief or other equitable relief, in addition to any other remedies and damages available to the Company, in order to enforce Section 12 of this Agreement, without posting bond or other security, without having to prove damages, and to the payment by the breaching party of all of the other party’s costs and expenses, including reasonable attorneys’ fees and costs. The Grantee hereby consents to any restraining order or injunction issued in favor of the Company by any court of competent jurisdiction, without prejudice to any other right or remedy to which the Company may be entitled. **In addition, if the Grantee breaches this Section 12, all Shares covered by this Restricted Stock Award which remain unvested shall be immediately forfeited, and with respect to previously vested Shares the Company may recover from the Grantee an amount equal to the Fair Market Value of the Shares as of the applicable Vesting Date. The Company shall also be entitled to recover from the Grantee any expenses or legal fees incurred by the Company in exercising its right of recovery under the preceding sentence.** The Grantee represents and acknowledges that, in light of the Grantee’s experience and capabilities, the Grantee can obtain employment with another financial institution or holding company thereof or in a business engaged in other lines and/or of a different nature than those engaged in by the Company or its subsidiaries or affiliates, and that the enforcement of a remedy by way of a temporary restraining order or injunction will not prevent the Grantee from earning a livelihood. Each of the remedies available to the Company in the event of a breach by the Grantee shall be cumulative and not mutually exclusive. In the event of the Grantee’s breach of the Restrictive Covenants, the Non-Solicitation Period shall be extended by the amount of time the Grantee was in violation of Section 12.

13. **Clawback.** The Grantee acknowledges and agrees that this Award and the Grantee's receipt of any Shares hereunder is subject to the provisions of Section 16.3 of the Plan regarding clawbacks.
14. **Plan and Committee Decisions are Controlling.** This Agreement and the award of Shares to the Grantee are subject in all respects to the provisions of the Plan, which are controlling. Capitalized terms herein not defined in this Agreement shall have the meaning ascribed to them in the Plan. All decisions, determinations and interpretations by the Committee respecting the Plan, this Agreement or the award of Shares shall be binding and conclusive upon the Grantee, any Beneficiary of the Grantee or the legal representative thereof.
15. **Grantee's Service.** Nothing in this Agreement shall limit the right of the Company or any of its Affiliates to terminate the Grantee's service or employment as a director, advisory director, director emeritus, officer or employee, or otherwise impose upon the Company or any of its Affiliates any obligation to employ or accept the services or employment of the Grantee.
16. **Governing Law and Forum Selection.** The Grantee acknowledges and agrees that the Company's principal place of business is located in North Carolina and that this Agreement was made, delivered, authorized, approved and executed by the Company through action taken in North Carolina. As a result, the parties hereto agree that this Agreement shall be governed by the laws of the State of North Carolina. Any dispute arising under this Agreement shall be decided solely and exclusively by state or federal courts located in Asheville, North Carolina.
17. **Amendment.** The Committee may waive any conditions of or rights of the Company or modify or amend the terms of this Agreement; provided, however, that the Committee may not amend, alter, suspend, discontinue or terminate any provision of this Agreement if such action may adversely affect the Grantee without the Grantee's written consent. To the extent permitted by applicable laws and regulations, the Committee shall have the authority, in its sole discretion whenever the Committee may determine that such action is appropriate, to (a) accelerate the vesting of the Shares, (b) remove any other restrictions imposed on the Grantee with respect to the Shares, (c) delete any of the Grantee's covenants contained in Section 12 of this Agreement, including retroactively, and (d) reduce (but not increase) the geographic scope or duration of the Grantee's covenants in Section 12 of this Agreement, including retroactively.

18. **Grantee Acceptance.** As a condition of receiving the Award, the Grantee must signify acceptance of the terms and conditions of this Agreement and acknowledge receipt of a copy of the Plan by signing in the space provided below and returning the signed copy to the Company, and if such signature and acceptance is not received by the Company within sixty (60) days of delivery of this Agreement to the Grantee, then this Restricted Stock Award and the underlying Shares shall terminate, unless the Committee determines otherwise.
19. **Integration.** This Agreement and the Plan constitute the entire agreement between the parties with respect to this award of Shares and supersedes all prior agreements and discussions between the parties concerning such subject matter.
20. **Electronic Communication.** The Committee may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Award and all other documents that the Company is required to deliver to security holders by email or other electronic means (including posting them on a website maintained by the Company or a third party under contract with the Company). As a condition to participating in the Plan and receipt of the Restricted Stock Award, the Grantee agrees to receive such documents by electronic delivery and agree to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.
21. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The Grantee's electronic signature of this Agreement shall have the same validity and effect as a signature affixed by the Grantee's hand.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

HOMETRUST BANCSHARES, INC.

By: Hunter Westbrook
Its: President and CEO

ACCEPTED BY GRANTEE

(Signature)

(Print Name)

(Street Address)

(City, State & Zip Code)

Acknowledgements: By signing above, the Grantee: (i) agrees that this Restricted Stock Award is granted under and governed by the Plan and the Agreement, (ii) agrees that all questions of interpretation and administration relating to this Restricted Stock Award, the Plan, and the Agreement shall be resolved by the Committee, and (iii) acknowledges receipt of copies of the Plan and the Agreement, represents that the Grantee has carefully read and is familiar with their provisions, and hereby accepts this Restricted Stock Award subject to all of their respective terms, **including, for the avoidance of doubt, the restrictive covenant provisions set forth in Section 12 of the Agreement.**

HOMETRUST BANCSHARES, INC.

2022 OMNIBUS INCENTIVE PLAN

DIRECTOR RESTRICTED STOCK AWARD AGREEMENT

RS No. _____

Grant Date: _____, 20__

This Restricted Stock Award (“Restricted Stock Award”) is granted by HomeTrust Bancshares, Inc. (“Company”) to **[name]** (“Grantee”) in accordance with the terms of this Restricted Stock Award Agreement (“Agreement”) and subject to the provisions of the HomeTrust Bancshares, Inc. 2022 Omnibus Incentive Plan, as amended from time to time (“Plan”). The Plan is incorporated herein by reference.

1. **Restricted Stock Award.** The Company makes this Restricted Stock Award of [Number of shares] shares (the “Shares”) of Company common stock, par value \$0.01 per share (the “Common Stock”) to Grantee. These Shares are subject to forfeiture and to limits on transferability until they vest, as provided in Sections 2, 3 and 4 of this Agreement and in Article 7 of the Plan.
2. **Vesting Dates:** The Shares shall vest as follows, subject to the Grantee’s continuous employment or service as specified in Section 10.1 of the Plan (“Service”) through each applicable Vesting Date set forth below, except as otherwise provided herein or in the Plan:

Vesting Date(s)

Number of Shares Vesting

3. **Transferability.** The Grantee may not sell, assign, transfer, pledge or otherwise encumber any Shares that have not vested, except in the event of the Grantee’s death, by will or by the laws of descent and distribution or pursuant to a Qualified Domestic Relations Order.
 4. **Termination Event.** If the Grantee’s Service with the Company is terminated for any reason other than in connection with a Change in Control or the death or Disability of the Grantee, any Shares that have not vested as of the last date of the Grantee’s Service with the Company (the “Termination Date”) shall be forfeited to the Company. If the Grantee’s Service terminates on account of the Grantee’s death or Disability, all Shares that have not vested or been forfeited shall become fully vested on the Termination Date.
 5. **Effect of Change in Control.** All Shares that have not vested or been forfeited shall become fully vested upon the consummation of a Change in Control, provided that a Replacement Award meeting the requirements of Section 11.3 of the Plan has not been provided to the Grantee to replace this Restricted Stock Award.
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6. **Delivery of Shares.** The Company shall issue stock certificates or evidence of the issuance of such Shares in book-entry form, in the name of the Grantee reflecting the Shares vesting on each Vesting Date in Section 2. The Company shall retain these certificates or evidence of the issuance of Shares in book-entry form until the Shares represented thereby become vested. Prior to vesting, the Shares shall be subject to the following restriction, communicated in writing to the Company's stock transfer agent:

The sale or other transfer of the shares of stock represented by this certificate, whether voluntary, involuntary or by operation of law, is subject to certain restrictions on transfer as set forth in the HomeTrust Bancshares, Inc. 2022 Omnibus Incentive Plan and in a Restricted Stock agreement dated ____, 20___. A copy of the Plan and such Restricted Stock agreement may be obtained from the Corporate Secretary of HomeTrust Bancshares, Inc. .

7. **Grantee's Rights.** As the owner of all Shares that have not vested, the Grantee shall be paid dividends by the Company with respect to those Shares at the same time as they are paid to other holders of the Company's common stock. The Grantee may exercise all voting rights appurtenant to the Shares.
8. **Delivery of Shares to Grantee.** Upon the vesting of any Shares, the restrictions in Sections 3 and 4 shall terminate, and the Company shall deliver only to the Grantee (or, if applicable, the Grantee's Beneficiary or estate) a certificate (without the legend referenced in Section 6) or evidence of the issuance of Shares in book-entry form, and the related stock power in respect of the vesting Shares. The Company's obligation to deliver a stock certificate for vested Shares, or evidence of the issuance of Shares in book-entry form, can be conditioned upon the receipt of a representation of investment intent from the Grantee (or the Grantee's Beneficiary or estate) in such form as the Committee requires. The Company shall not be required to deliver stock certificates for vested Shares, or evidence of the issuance of Shares in book-entry form, prior to: (a) the listing of those Shares on the Nasdaq; or (b) the completion of any registration or qualification of those Shares required under applicable law.
9. **Adjustments in Shares.** In the event of any corporate event or transaction (including, but not limited to, a change in the number of outstanding shares of Common Stock or the capitalization of the Company) after the Grant Date, such as a merger, consolidation, reorganization, recapitalization, separation, stock dividend, stock split, reverse stock split, split up, spin-off, or other distribution of stock or property of the Company, combination of Shares, exchange of Shares, dividend in kind, or other like change-in-capital structure or distribution (other than normal cash dividends) to stockholders of the Company, or any similar corporate event or transaction, the Committee, in order to prevent dilution or enlargement of the Grantee's rights under this Agreement, shall substitute or adjust, as applicable, the number of Shares or class of securities of the Company covered by this Agreement in accordance with Section 4.4 of the Plan. Any additional Shares or other securities received by the Grantee as a result of any such adjustment shall be subject to all restrictions and requirements applicable to Shares that have not vested. The Grantee agrees to execute any documents required by the Committee in connection with an adjustment under this Section 9.

10. **Tax Election.** The Grantee understands that an election may be made under Section 83(b) of the Code to accelerate the Grantee's tax obligation with respect to receipt of the Shares from the Vesting Dates to the Grant Date by submitting an election to the Internal Revenue Service. The Grantee acknowledges that he or she is responsible for obtaining the advice of his or her tax advisors with regards to the Section 83(b) election and that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with regard to such election. In the event the Grantee makes such an election, he or she agrees to provide a copy of the election to the Company. In the event that the Grantee chooses to make a Section 83(b) election, Grantee agrees and acknowledges that it is Grantee's responsibility and not the Company's responsibility to file the election in a timely manner, even if the Grantee asks the Company or its agents to make the filing on his or her behalf.
11. **Tax Withholding.** The Company shall have the right to require the Grantee to pay to the Company the amount of any tax that the Company is required to withhold with respect to such Shares, or in lieu thereof, to retain or sell a sufficient number of Shares to cover the minimum amount required to be withheld. The Company shall have the right to deduct from all dividends paid with respect to the Shares the amount of any taxes that the Company is required to withhold with respect to such dividend payments.
12. **Restrictive Covenant Provisions.**

In consideration for the Company's agreement to award Shares to the Grantee, and other good and valuable consideration, the Grantee agrees:

(a) During the period commencing on the Grant Date and ending on the two (2) year anniversary of the Termination Date (the "Non-Solicitation Period"), the Grantee will not (i) solicit (by any means, excluding general solicitations of the public that are not based in whole or in part on any list of employees of the Company or any of its affiliates or subsidiaries) or induce, or cause others to solicit or induce, any employee of the Company or any of its affiliates or subsidiaries to leave the employment of such entities, or (ii) solicit (by any means, excluding general solicitations of the public that are not based in whole or in part on any list of customers, clients or vendors of the Company or any of its affiliates or subsidiaries) or induce any customer, client or vendor of the Company or any of its affiliates or subsidiaries, of whom the Grantee had dealings during his/her employment or service with the Company, to cease doing business with the Company or its affiliates or subsidiaries or otherwise interfere with or damage any such individual's or entity's relationship with the Company or its affiliates or subsidiaries.

(b) The covenants and agreements of the Grantee set forth in Section 12(a) are referred to herein as the “Restrictive Covenants.” The Grantee acknowledges that he/she has carefully read and considered the provisions of the Restrictive Covenants, and having done so, agrees that the restrictions set forth above are fair and reasonable, and are reasonably required for the protection of the legitimate business and economic interests of the Company. The parties specifically agree that the Company’s customer information is confidential and proprietary and that the Company derives an economic benefit from maintaining the secrecy of such information, which qualifies for trade secret status under applicable law. The Grantee further acknowledges that the Company would not have entered into this Agreement absent the Grantee’s agreement to the foregoing. In the event any court of competent jurisdiction finds the provisions of the Restrictive Covenants or any parts hereof to be invalid or unenforceable, such conclusion or finding shall in no way render invalid or unenforceable any other portion of this Section 12 as the provisions of this Section are intended to be separate and divisible covenants. Accordingly, if any provision shall be determined to be invalid or unenforceable either in whole or in part, including without limitation the geographic scope or duration of such provision, the parties hereto agree that the court or authority making such determination shall have the power to reduce the scope or duration of such provision or to delete specific words, phrases or provisions as necessary (but only to the minimum extent necessary) to cause such Restrictive Covenants or parts thereof to be valid and enforceable to the maximum extent permitted by law. If such court or authority does not have the legal authority to take the actions described in the preceding sentence, the parties agree to negotiate in good faith a modified provision that would, in so far as possible, reflect the original intent of this Agreement, including without limitation Section 12 hereof, without violating applicable law.

(c) The parties hereto agree that money damages would not be an adequate remedy for any breach of Section 12 by the Grantee, and any breach of the terms of Section 12 by the Grantee would result in irreparable injury and damage to the Company for which such party would have no adequate remedy at law. Therefore, in the event of a breach or threatened breach of Section 12 by Grantee, the Company or its successors or assigns shall be entitled to specific performance and/or immediate injunctive relief or other equitable relief, in addition to any other remedies and damages available to the Company, in order to enforce Section 12 of this Agreement, without posting bond or other security, without having to prove damages, and to the payment by the breaching party of all of the other party’s costs and expenses, including reasonable attorneys’ fees and costs. The Grantee hereby consents to any restraining order or injunction issued in favor of the Company by any court of competent jurisdiction, without prejudice to any other right or remedy to which the Company may be entitled. **In addition, if the Grantee breaches this Section 12, all Shares covered by this Restricted Stock Award which remain unvested shall be immediately forfeited, and with respect to previously vested Shares the Company may recover from the Grantee an amount equal to the Fair Market Value of the Shares as of the applicable Vesting Date. The Company shall also be entitled to recover from the Grantee any expenses or legal fees incurred by the Company in exercising its right of recovery under the preceding sentence.** The Grantee represents and acknowledges that, in light of the Grantee’s experience and capabilities, the Grantee can obtain employment with another financial institution or holding company thereof or in a business engaged in other lines and/or of a different nature than those engaged in by the Company or its subsidiaries or affiliates, and that the enforcement of a remedy by way of a temporary restraining order or injunction will not prevent the Grantee from earning a livelihood. Each of the remedies available to the Company in the event of a breach by the Grantee shall be cumulative and not mutually exclusive. In the event of the Grantee’s breach of the Restrictive Covenants, the Non-Solicitation Period shall be extended by the amount of time the Grantee was in violation of Section 12.

13. **Clawback.** The Grantee acknowledges and agrees that this Award and the Grantee's receipt of any Shares hereunder is subject to the provisions of Section 16.3 of the Plan regarding clawbacks.
14. **Plan and Committee Decisions are Controlling.** This Agreement and the award of Shares to the Grantee are subject in all respects to the provisions of the Plan, which are controlling. Capitalized terms herein not defined in this Agreement shall have the meaning ascribed to them in the Plan. All decisions, determinations and interpretations by the Committee respecting the Plan, this Agreement or the award of Shares shall be binding and conclusive upon the Grantee, any Beneficiary of the Grantee or the legal representative thereof.
15. **Grantee's Service.** Nothing in this Agreement shall limit the right of the Company or any of its Affiliates to terminate the Grantee's service or employment as a director, advisory director, director emeritus, officer or employee, or otherwise impose upon the Company or any of its Affiliates any obligation to employ or accept the services or employment of the Grantee.
16. **Governing Law and Forum Selection.** The Grantee acknowledges and agrees that the Company's principal place of business is located in North Carolina and that this Agreement was made, delivered, authorized, approved and executed by the Company through action taken in North Carolina. As a result, the parties hereto agree that this Agreement shall be governed by the laws of the State of North Carolina. Any dispute arising under this Agreement shall be decided solely and exclusively by state or federal courts located in Asheville, North Carolina.
17. **Amendment.** The Committee may waive any conditions of or rights of the Company or modify or amend the terms of this Agreement; provided, however, that the Committee may not amend, alter, suspend, discontinue or terminate any provision of this Agreement if such action may adversely affect the Grantee without the Grantee's written consent. To the extent permitted by applicable laws and regulations, the Committee shall have the authority, in its sole discretion whenever the Committee may determine that such action is appropriate, to (a) accelerate the vesting of the Shares, (b) remove any other restrictions imposed on the Grantee with respect to the Shares, (c) delete any of the Grantee's covenants contained in Section 12 of this Agreement, including retroactively, and (d) reduce (but not increase) the geographic scope or duration of the Grantee's covenants in Section 12 of this Agreement, including retroactively.
18. **Grantee Acceptance.** As a condition of receiving the Award, the Grantee must signify acceptance of the terms and conditions of this Agreement and acknowledge receipt of a copy of the Plan by signing in the space provided below and returning the signed copy to the Company, and if such signature and acceptance is not received by the Company within sixty (60) days of delivery of this Agreement to the Grantee, then this Restricted Stock Award and the underlying Shares shall terminate, unless the Committee determines otherwise..

19. **Integration.** This Agreement and the Plan constitute the entire agreement between the parties with respect to this award of Shares and supersedes all prior agreements and discussions between the parties concerning such subject matter.
20. **Electronic Communication.** The Committee may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Award and all other documents that the Company is required to deliver to security holders by email or other electronic means (including posting them on a website maintained by the Company or a third party under contract with the Company). As a condition to participating in the Plan and receipt of the Restricted Stock Award, the Grantee agrees to receive such documents by electronic delivery and agree to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.
21. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The Grantee's electronic signature of this Agreement shall have the same validity and effect as a signature affixed by the Grantee's hand.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

HOMETRUST BANCSHARES, INC.

By: Hunter Westbrook
Its: President and CEO

ACCEPTED BY GRANTEE

(Signature)

(Print Name)

(Street Address)

(City, State & Zip Code)

Acknowledgements: By signing above, the Grantee: (i) agrees that this Restricted Stock Award is granted under and governed by the Plan and the Agreement, (ii) agrees that all questions of interpretation and administration relating to this Restricted Stock Award, the Plan, and the Agreement shall be resolved by the Committee, and (iii) acknowledges receipt of copies of the Plan and the Agreement, represents that the Grantee has carefully read and is familiar with their provisions, and hereby accepts this Restricted Stock Award subject to all of their respective terms, **including, for the avoidance of doubt, the restrictive covenant provisions set forth in Section 12 of the Agreement.**

HOMETRUST BANCSHARES, INC.

2022 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT
(PERFORMANCE-BASED)

RS No. _____

Grant Date: _____, 20__

Performance-based restricted stock units ("Performance Shares") are hereby awarded on _____, 20__ (the "Grant Date") by HomeTrust Bancshares, Inc., a Maryland corporation (the "Company"), to _____ (the "Grantee"), pursuant to the HomeTrust Bancshares, Inc. 2022 Omnibus Incentive Plan (as the same may from time to time be amended, the "Plan"), and upon the terms and conditions and subject to the restrictions set forth in the Plan and hereinafter set forth.

Each Performance Share earned under this agreement (including Exhibit A attached hereto, the "Agreement") will be equivalent in value to one share of the Company's common stock, par value \$0.01 per share (the "Common Stock"), and will entitle the Grantee to receive from the Company at the times set forth in this Agreement one share of Common Stock, together with any dividend equivalents (as defined below) with respect thereto. Each Performance Share is subject to the terms and conditions set forth herein and in the Plan. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Plan. All determinations, judgements, adjustments and calculations made by the Company with respect to this Agreement and the Performance Shares shall be final and binding on all parties.

1. **Target Number of Performance Shares.** The target number of Performance Shares granted to the Grantee under this Agreement shall be _____ (the "Target Performance Shares").
 2. **Performance Period, Vesting Date and Number of Performance Shares Available to be Earned.** The number of Performance Shares earned and the Performance Period, vesting and payment dates thereof shall be determined in accordance with Exhibit A attached hereto, the provisions of which are incorporated into this Agreement as if set forth herein.
 3. **Dividend Equivalents.** The Performance Shares will accumulate dividend equivalents. The dividend equivalents shall equal the dividends actually paid with respect to Company Common Stock during the period beginning with the Grant Date and ending on the date the Performance Shares are either earned or forfeited. The dividend equivalents shall accumulate, without interest, and be paid in cash at the time shares of Common Stock are paid with respect to any earned Performance Shares or shall be forfeited at the time the Performance Shares are forfeited. For purposes of determining the amount of dividends accumulated and to be paid with respect any earned Performance Shares, the earned Performance Shares will be considered to have been outstanding from the Grant Date.
 4. **Effect of Certain Events.** The effect upon this Award of a Change in Control or a termination of the Grantee's Service shall be determined as set forth in Exhibit A attached hereto and the Plan.
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5. **Adjustments for Changes in Capitalization of the Company.** . In the event of any corporate event or transaction (including, but not limited to, a change in the number of outstanding shares of Common Stock or the capitalization of the Company) after the Grant Date, such as a merger, consolidation, reorganization, recapitalization, separation, stock dividend, stock split, reverse stock split, split up, spin-off, or other distribution of stock or property of the Company, combination of Shares, exchange of Shares, dividend in kind, or other like change-in-capital structure or distribution (other than normal cash dividends) to stockholders of the Company, or any similar corporate event or transaction, the Committee, in order to prevent dilution or enlargement of the Grantee's rights under this Agreement, shall substitute or adjust, as applicable, the number of Performance Shares and/or the number and class of shares of Common Stock payable with respect to the Performance Shares subject to this Agreement in accordance with Section 4.4 of the Plan, provided that the number of Performance Shares and/or the number and class of shares of Common Stock payable with respect to the Performance Shares subject to this Agreement covered by this Agreement shall always be a whole number. Any additional Performance Shares, Common Stock or other securities received by the Grantee as a result of any such adjustment shall be subject to all restrictions and requirements applicable to Performance Shares, Common Stock or other securities (as applicable) that have not vested. The Grantee agrees to execute any documents required by the Committee in connection with an adjustment under this Section 5.

6. **Delivery and Registration of Shares of Common Stock.** The Company's obligation to deliver the Common Stock payable with respect to the Performance Shares earned hereunder shall, if the Committee so requests, be conditioned upon the receipt of a representation as to the investment intention of the Grantee or any other person to whom such shares of Common Stock are to be delivered, in such form as the Committee shall determine to be necessary or advisable to comply with the provisions of the Securities Act of 1933, as amended, or any other federal, state or local securities regulation. It may be provided that any representation requirement shall become inoperative upon a registration of such shares or other action eliminating the necessity of such representation under such Securities Act or other securities regulation. The Company shall not be required to deliver any shares of Common Stock under the Plan prior to (i) the admission of such shares to listing on any stock exchange or automated quotation system on which the shares of Common Stock may then be listed or quoted, and (ii) the completion of such registration or other qualification of such shares under any state or federal law, rule or regulation, as the Committee shall determine to be necessary or advisable.

7. **Grantee Service.** "Service" means service in any capacity as a director, advisory or emeritus director, officer or employee of the Company or any Subsidiary as defined in the Plan. Nothing in this Agreement shall limit the right of the Company or any Subsidiary to terminate the Grantee's Service, or otherwise impose upon the Company or any Subsidiary any obligation to employ or accept the services of the Grantee.

8. **Governing Law and Forum Selection.** The Grantee acknowledges and agrees that the Company's principal place of business is located in North Carolina and that this Agreement was made, delivered, authorized, approved and executed by the Company through action taken in North Carolina. As a result, the parties hereto agree that this Agreement shall be governed by the laws of the State of North Carolina. Any dispute arising under this Agreement shall be decided solely and exclusively by state or federal courts located in Asheville, North Carolina.

9. **Withholding Tax.** The Company shall withhold from any payment or distribution made under this Agreement shares of Common Stock with a Fair Market Value sufficient to satisfy any applicable income, employment or other taxes required by law to be withheld. The Company shall have the right to deduct from all dividend equivalents paid the amount of any taxes which the Company is required to withhold at the time such amounts are paid to the Grantee.

10. **Clawback.** The Grantee acknowledges and agrees that this Award and the Grantee's receipt of any Performance Shares hereunder is subject to the provisions of Section 16.3 of the Plan regarding clawbacks.

11. Restrictive Covenant Provisions

In consideration for the Company's agreement to award Shares to the Grantee, and other good and valuable consideration, the Grantee agrees:

(a) During the period commencing on the Grant Date and ending on the two (2) year anniversary of the Termination Date as defined in Exhibit A (the "Non-Solicitation Period"), the Grantee will not (i) solicit (by any means, excluding general solicitations of the public that are not based in whole or in part on any list of employees of the Company or any of its affiliates or subsidiaries) or induce, or cause others to solicit or induce, any employee of the Company or any of its affiliates or subsidiaries to leave the employment of such entities, or (ii) solicit (by any means, excluding general solicitations of the public that are not based in whole or in part on any list of customers, clients or vendors of the Company or any of its affiliates or subsidiaries) or induce any customer, client or vendor of the Company or any of its affiliates or subsidiaries, of whom the Grantee had dealings during his/her employment or service with the Company, to cease doing business with the Company or its affiliates or subsidiaries or otherwise interfere with or damage any such individual's or entity's relationship with the Company or its affiliates or subsidiaries.

(b) The covenants and agreements of the Grantee set forth in Section 11(a) are referred to herein as the "Restrictive Covenants." The Grantee acknowledges that he/she has carefully read and considered the provisions of the Restrictive Covenants, and having done so, agrees that the restrictions set forth above are fair and reasonable, and are reasonably required for the protection of the legitimate business and economic interests of the Company. The parties specifically agree that the Company's customer information is confidential and proprietary, and that the Company derives an economic benefit from maintaining the secrecy of such information, which qualifies for trade secret status under applicable law. The Grantee further acknowledges that the Company would not have entered into this Agreement absent the Grantee's agreement to the foregoing. In the event any court of competent jurisdiction finds the provisions of the Restrictive Covenants or any parts hereof to be invalid or unenforceable, such conclusion or finding shall in no way render invalid or unenforceable any other portion of this Section 11 as the provisions of this Section are intended to be separate and divisible covenants. Accordingly, if any provision shall be determined to be invalid or unenforceable either in whole or in part, including without limitation the geographic scope or duration of such provision, the parties hereto agree that the court or authority making such determination shall have the power to reduce the scope or duration of such provision or to delete specific words, phrases or provisions as necessary (but only to the minimum extent necessary) to cause such Restrictive Covenants or parts thereof to be valid and enforceable to the maximum extent permitted by law. If such court or authority does not have the legal authority to take the actions described in the preceding sentence, the parties agree to negotiate in good faith a modified provision that would, in so far as possible, reflect the original intent of this Agreement, including without limitation Section 11 hereof, without violating applicable law.

(c) The parties hereto agree that money damages would not be an adequate remedy for any breach of Section 11 by the Grantee, and any breach of the terms of Section 11 by the Grantee would result in irreparable injury and damage to the Company for which such party would have no adequate remedy at law. Therefore, in the event of a breach or threatened breach of Section 11 by Grantee, the Company or its successors or assigns shall be entitled to specific performance and/or immediate injunctive relief or other equitable relief, in addition to any other remedies and damages available to the Company, in order to enforce Section 11 of this Agreement, without posting bond or other security, without having to prove damages, and to the payment by the breaching party of all of the other party's costs and expenses, including reasonable attorneys' fees and costs. The Grantee hereby consents to any restraining order or injunction issued in favor of the Company by any court of competent jurisdiction, without prejudice to any other right or remedy to which the Company may be entitled. **In addition, if the Grantee breaches this Section 11, all Performance Shares covered by this Agreement which remain unvested shall be immediately forfeited, and with respect to previously vested Performance Shares the Company may recover from the Grantee an amount equal to the Fair Market Value of the underlying shares of Common Stock as of the applicable Vesting Date (as defined in Section 1(c) in Exhibit A hereto). The Company shall also be entitled to recover from the Grantee any expenses or legal fees incurred** by the Company in exercising its right of recovery under the preceding sentence. The Grantee represents and acknowledges that, in light of the Grantee's experience and capabilities, the Grantee can obtain employment with another financial institution or holding company thereof or in a business engaged in other lines and/or of a different nature than those engaged in by the Company or its subsidiaries or affiliates, and that the enforcement of a remedy by way of a temporary restraining order or injunction will not prevent the Grantee from earning a livelihood. Each of the remedies available to the Company in the event of a breach by the Grantee shall be cumulative and not mutually exclusive. In the event of the Grantee's breach of the Restrictive Covenants, the Non-Solicitation Period shall be extended by the amount of time the Grantee was in violation of Section 11.

12. **Grantee Acceptance.** As a condition of receiving this Award, the Grantee must signify acceptance of the terms and conditions of this Agreement and acknowledge receipt of a copy of the Plan by signing in the space provided below and returning the signed copy to the Company, and if such signature and acceptance is not received by the Company within sixty (60) days of delivery of this Agreement to the Grantee, then this Award shall terminate, unless the Committee determines otherwise. To the extent the terms of any employment, severance or other agreement to which the Grantee is a party with the Company or any Subsidiary that is then in effect provide for any rights that conflict with or are otherwise contrary to the terms contained in this Agreement, including the vesting rights contained in Exhibit A, the terms of this Agreement shall control.

13. **Conformity with Plan.** The grant of Performance Shares is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan (which is incorporated herein by reference). Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. By executing and returning the enclosed copy of this Agreement, the Grantee acknowledges his or her receipt of this Agreement and the Plan and agrees to be bound by all of the terms of this Agreement and the Plan.

14. **Electronic Signature.** All references to signatures and delivery of documents in this Agreement may be satisfied by procedures the Company has established or may establish from time to time for an electronic system for execution and delivery of any such documents, including this Agreement. The Grantee's electronic signature, including, without limitation, "click-through" acceptance of this Agreement through a website maintained by or on behalf of the Company, is the same as, and shall have the same force and effect as, the Grantee's manual signature. Any such procedures and delivery may be affected by a third party engaged by the Company to provide administrative services relating to this Agreement.

15. **Amendment.** The Committee may waive any conditions of or rights of the Company or modify or amend the terms of this Agreement; provided, however, that the Committee may not amend, alter, suspend, discontinue or terminate any provision of this Agreement if such action may adversely affect the Grantee without the Grantee's written consent. To the extent permitted by applicable laws and regulations, the Committee shall have the authority, in its sole discretion whenever the Committee may determine that such action is appropriate, to (a) accelerate the vesting of the Performance Shares, (b) remove any other restrictions imposed on the Grantee with respect to the Performance Shares or the underlying shares of Common Stock, (c) delete any of the Grantee's covenants contained in Section 11 of this Agreement, including retroactively, and (d) reduce (but not increase) the geographic scope or duration of the Grantee's covenants in Section 11 of this Agreement, including retroactively.

16. **Entire Agreement.** This Agreement, including Exhibit A hereto, and the terms of the Plan constitute the entire understanding between the Grantee and the Company, and supersede all other agreements, whether written or oral, with respect to this award of Performance Shares.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first written above.

HOMETRUST BANCSHARES, INC.

By: Hunter Westbrook
Its: President and CEO

ACCEPTED BY GRANTEE

(Signature)

(Street Address)

(City, State, and Zip Code)

Acknowledgements: By signing above, the Grantee: (i) agrees that the Performance Shares are granted under and governed by the Plan and this Agreement, (ii) agrees that all questions of interpretation and administration relating to the Performance Shares, the Plan, and this Agreement shall be resolved by the Committee, and (iii) acknowledges receipt of copies of the Plan and this Agreement, represents that the Grantee has carefully read and is familiar with their provisions, and hereby accepts the Performance Shares subject to all of their respective terms, **including, for the avoidance of doubt, the restrictive covenant provisions set forth in Section 11 of this Agreement.**

Exhibit A to Performance-Based Restricted Stock Unit Award Agreement

References herein to "Agreement" shall mean the Performance-Based Restricted Stock Unit Award Agreement, inclusive of this Exhibit A, and references to "Award" shall mean the award of Performance Shares evidenced by the Agreement.

1. Company EPS Performance Measures

(a) Qualifying Performance Measure and Qualifying Performance Goal: The qualifying performance measure is Company EPS (as defined below), and the qualifying performance goal is the achievement of Company EPS of _____ for the Performance Period ("Qualifying Performance Goal").

(b) Determination of Achievement Relative to Qualifying Performance Goal: Following the end of the Performance Period, the Committee will determine the level of the Qualifying Performance Goal achieved in its sole discretion. Performance at or above the threshold level set forth in the chart in Section 3(b) of this Exhibit A (the "Threshold") will result in all or a portion of the Performance Shares becoming earned ("Earned Performance Shares"). Earned Performance Shares will vest as set forth below. Performance Shares will be forfeited and cancelled in full if the Company's performance during the Performance Period does not meet or exceed the Threshold of the Qualifying Performance Goal. To the extent the Earned Performance Shares are less than the Target Performance Shares, such excess Performance Shares shall be forfeited and cancelled. The level of the Qualifying Performance Goal achieved and the corresponding number of Earned Performance Shares shall be determined by the Committee in writing as soon as practicable following the last day of the Performance Period, such date being referred to herein as the "Certification Date."

(c) Vesting Date for Earned Performance Shares: Subject to Section 5 of this Exhibit A, 100% of the Earned Performance Shares will vest on the Certification Date.

(d) Payment of Shares for Earned and Vested Performance Shares: The Company will issue shares of Common Stock and pay dividend equivalents to the Grantee with respect to any Earned Performance Shares not later than 30 days following the Certification Date.

2. Additional Definitions

(a) Performance Period means the _____-year period ending on _____, 20__.

(b) Company EPS means the cumulative fully diluted earnings per share of the Company during the Performance Period calculated in accordance with accounting principles generally accepted in the United States, exclusive of the after-tax effects of (i) merger and consolidation costs, (ii) deleveraging programs implemented by the Company, (iii) changes in unrealized gain (loss) on speculative derivatives and (iv) other adjustments as determined by the Committee. Company EPS shall be determined by the Committee in its sole discretion, with such determination being final and binding on all parties.

(c) Qualifying Termination means termination of Service due to death, disability, Retirement, involuntary termination or a resignation for good reason under an employment, severance or other agreement applicable to the Grantee, or an involuntary termination (including a termination for good reason) upon or after a Change in Control, but shall not include a termination for Cause.

(d) Termination Date means the date the Grantee's Service is terminated, regardless of whether or not the termination is a Qualifying Termination.

(e) Retirement means the termination of the Grantee's employment with the Company and its Affiliates, other than a Termination for Cause, after the Grantee has attained age 59½.

3. **Calculation.** For purposes of the Award and this Exhibit A, the number of Performance Shares earned will be calculated by the Committee as follows (and in accordance with the provisions of Section 4 of this Exhibit A):

(a) **First:** Determine the Company EPS over the Performance Period.

(b) **Second:** Plot the payout for the Company EPS determined in Section 3(a) into the appropriate column of the table below and determine the number of Target Performance Shares earned as a percent of target which is the figure in the applicable column in the table below corresponding to the percentage of target Company EPS achieved. Use linear interpolation between points in the table below to determine the corresponding percent of Target Performance Shares earned if the Company's EPS performance is between the Threshold and the maximum level set forth in the table below but not exactly one of the percentage ranks listed in the table below.

Performance/Payout	Threshold	Target	Maximum
Company EPS Performance	___% of Qualifying Performance Goal	___% of Qualifying Performance Goal	___%+ of Qualifying Performance Goal
Payout	___% of the Target Performance Shares	___% of the Target Performance Shares	___% of the Target Performance Shares

Note: Awards calculated using this table will be interpolated on a straight-line basis.

4. **Rules.** The following rules apply to the computation of the number of Performance Shares earned:

(a) **Calculation of Qualifying Performance Goal over the Performance Period:** To determine the Company's EPS over the Performance Period under Section 3(a) above, the Qualifying Performance Goal will be calculated annually as of the last day of the Company's fiscal year (each a "Calculation Period"), with the sum of the annual results for each Calculation Period then being added together. In the event that the Company changes its fiscal year end date, the Committee reserves the right to modify the Calculation Period to effectuate the calculation of Company EPS that otherwise would have occurred if the Company fiscal year end date had not changed.

(b) **No Guaranteed Payout:** The minimum number of Performance Shares which may be earned is zero and the maximum number of Performance Shares which may be earned is ___% of the number of Target Performance Shares. There is no minimum number of Performance Shares or other consideration that will be paid out, and no Performance Shares will be earned if the percentage rank with respect to the Performance Goal is less than the Threshold in the Performance Period. Notwithstanding anything to the contrary in this Agreement, the actual number of Earned Performance Shares may be reduced by the Committee in its sole and absolute discretion based on such factors as the Committee determines to be appropriate and/or advisable. However, it is the intention of the Committee that it will exercise such negative discretion only in extreme and unusual circumstances. Further, all determinations, calculations, and decisions made by the Committee with respect to the Performance Shares shall be final and binding on all parties.

5. **Effect of Certain Events.** The following provisions will apply in the event of the termination of Service or the occurrence of a Change in Control prior to the end of the Performance Period and completion of the vesting period.

(a) **Termination of Service Prior to a Change in Control.**

(i) **Termination Due to Qualifying Termination:** In the event the Grantee's Service with the Company terminates due to the Grantee's Qualifying Termination prior to the Certification Date following the end of the Performance Period, this Award shall not terminate and Performance Shares may become earned and vested on the Certification Date. The number of Performance Shares which shall become earned and vested shall be equal to the percentage of the Target Performance Shares earned (as certified by the Committee following the end of the Performance Period, or if earlier, the date of a Change in Control) as if the Grantee's Service had not terminated, pro-rated based on the Grantee's number of months' Service during the Performance Period; provided that the Common Stock and dividend equivalents underlying such Earned Performance Shares shall be distributed following the Performance Period at such time as distributions are made to others with respect to such Earned Performance Shares, subject to Section 16.4 of the Plan relating to compliance with Section 409A.

(ii) **Termination for Any Reason Other Than Due to a Qualifying Termination:** If the Grantee's Service is terminated for any reason other than a Qualifying Termination prior to the Certification Date following the end of the Performance Period, this Award shall terminate, all outstanding Performance Shares hereunder will be forfeited and cancelled, and no additional amounts shall become payable under this Award as of the date of such Service termination; provided, however, in the event of a termination of Service other than due to a Qualifying Termination or Cause, the Committee in its sole discretion may waive the foregoing automatic cancellation provision and pay out on a pro rata basis as set forth in Section 5(a)(i) of this Exhibit A.

(b) **Effect of Change in Control.** In the event of a Change in Control (as defined in the Plan) prior to the end of the Performance Period, if a Replacement Award meeting the requirements of Section 11.3 of Plan has not been provided to the Grantee to replace this Performance Share Award, then the number of Performance Shares earned shall be calculated and certified by the Committee, and such Performance Shares shall become earned, vested and payable as follows.

(i) **Earned Performance Shares:** The Performance Shares subject to this Award shall be deemed earned to the extent, as determined by the Committee no later than the effective date of the Change in Control, the Qualifying Performance Goal applicable to the Performance Shares has been met during the Performance Period up to and including the effective date of the Change in Control (using the latest available information prior to the date of the Change in Control), with the Qualifying Performance Goal to be pro-rated by multiplying the Qualifying Performance Goal by a fraction, the numerator of which is the number of days from the start of the Performance Period through and including the date of the latest available information used to measure the achievement of the Qualifying Performance Goal, and the denominator of which is the total number of days in the three-year Performance Period (the "Pro-Rated Performance Goal"). The Committee shall determine and certify the number of Earned Performance Shares in accordance with Section 3 of this Exhibit A, with the Qualifying Performance Goal to be replaced by the Pro-Rated Performance Goal. The number of Target Performance Shares shall not be pro-rated to reflect the shortened Performance Period.

(ii) **Vesting of Performance Shares:** The Common Stock and dividend equivalents underlying such Earned Performance Shares shall vest when the number of Earned Performance Shares are certified in subsection 5(b)(i) above and shall be distributed to the Grantee no later than 30 days following such determination and certification.

Calculation of Filing Fee Tables

Form S-8
(Form Type)HomeTrust Bancshares, Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule ⁽¹⁾	Amount Registered ⁽²⁾	Proposed Maximum Offering Price Per Share ⁽³⁾	Maximum Aggregate Offering Price ⁽³⁾	Fee Rate	Amount of Registration Fee
Equity	Common Stock, \$0.01 par value per share	Other	1,000,000 ⁽³⁾	\$ 26.60	\$ 26,600,000	0.00011020	\$ 2,931.32
Total Offering Amounts					\$ 26,600,000		\$ 2,931.32
Total Fee Offsets							---
Net Fee Due							\$ 2,931.32

(1) Pursuant to Rules 457(c) and 457(h) under the Securities Act of 1933, as amended (the "Securities Act"), the proposed maximum offering price per share and the maximum aggregate offering price are estimated solely for the purpose of calculating the registration fee and are based on the average of the high and low prices per share of the common stock, par value \$0.01 per share (the "Common Stock"), of HomeTrust Bancshares, Inc. as reported on the NASDAQ Stock Market on January 31, 2023.

(2) Pursuant to Rule 416(a) under the Securities Act, this Registration Statement shall also cover any additional shares of Common Stock as may be issuable as a result of a stock split, stock dividend or similar transaction with respect to the Common Stock.

(3) Represents shares of Common Stock reserved for issuance pursuant to the HomeTrust Bancshares, Inc. 2022 Omnibus Incentive Plan.