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

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2024

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file No. 1-4422

ROLLINS, INC.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**51-0068479** (I.R.S. Employer Identification No.)
2170 Piedmont Road, N.E., Atlanta, Georgia (Address of principal executive offices)	**30324** (Zip Code)

Registrant's telephone number, including area code: (404) 888-2000

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $1 Par Value	ROL	The New York Stock Exchange

Securities registered pursuant to section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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	☒	Accelerated filer	☐
Non-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 pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C.7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes ☒ No ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of Rollins, Inc. Common Stock held by non-affiliates on June 30, 2024 was $13,610,264,265 based on the reported last sale price of common stock on June 28, 2024, which is the last business day of the registrant's most recently completed second fiscal quarter.

Rollins, Inc. had 484,224,958 shares of Common Stock outstanding as of January 31, 2025.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement for the 2025 Annual Meeting of Stockholders of Rollins, Inc. are incorporated by reference into Part III, Items 10-14 of this Form 10-K to the extent described herein.

Rollins, Inc.
Form 10-K
For the Year Ended December 31, 2024
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PART I

Item 1. Business

General Overview

Rollins, Inc. ("Rollins," "we," "us," "our," or the "Company"), is an international services company headquartered in Atlanta, Georgia. Through our family of leading brands, we provide essential pest and wildlife control services and protection against termite damage, rodents and insects to more than two million residential and commercial customers from more than 800 Company-owned and franchised locations in approximately 70 countries. Over the course of our lengthy operating history, we have garnered a reputation for providing great customer service. The contracted and recurring nature of our services provide us with visibility into a significant portion of our future revenue.

In 1964, brothers O. Wayne and John Rollins acquired Orkin Exterminating Company and in 1965 we changed our name from Rollins Broadcasting, Inc to Rollins, Inc. In 1968, Rollins began trading on the New York Stock Exchange under the symbol "ROL." Since then, we have grown into a premier consumer and commercial services business with numerous industry leading brands including the world renowned Orkin, as well as HomeTeam Pest Defense, Clark Pest Control, Western Pest Services, Critter Control Wildlife, Northwest Exterminating, and Fox Pest Control, among others.

Pest control generally consists of assessing a customer's property for conditions that invite pests, tackling current infestations, and stopping the life cycle to prevent future invaders. Termite protection programs include liquid treatments, wet and dry foam applications, termite baiting and wood treatments. We operate under one reportable segment which contains our three service offerings:

- *Residential*: Pest control services protecting residential properties from common pests, including rodents, insects and wildlife;
- *Commercial*: Workplace pest control solutions for customers across diverse end markets such as healthcare, food service, logistics; and
- *Termite and Ancillary*: Termite protection services and ancillary services (wildlife exclusion, crawlspace encapsulation and moisture remediation, insulation) for both residential and commercial customers.

Risk factors associated with our business are discussed in Item 1.A. "Risk Factors."

Our Strategic Objectives

We regularly assess the business environment, as well as our own strengths and opportunities, and have aligned around key strategic objectives that will help us to drive continued success for Rollins.

People First

We promote a people first mindset that prioritizes the well-being and development of the individual, as well as our collective team, in all aspects of our business. To provide our customers with the best customer experience, we must focus on cultivating our position as the employer of choice in our industry. This means not only investing in competitive wages and benefits, but also providing tools, training and development opportunities that drive a high level of teammate engagement.

Customer Loyalty

We focus on creating the best customer experience that will enable a loyal customer base and in turn reduce the amount of churn across our customer base. This starts with our people and the interactions they have with our customers. By focusing on this key objective, we expect it to enable growth that will outpace our market growth.

Growth Mindset

A growth mindset helps us consider ways to improve and best position our business. Our focus here is to identify changes that may present both risks and opportunities to our business. We focus on evaluating changes in the markets we compete

in but also across other industries to continue to identify changing dynamics that may impact our people and our customers that may impact our position in the markets we compete.

Operational Efficiency

As a complement to our growth mindset, our dedication to continuous improvement and operational efficiency is another key tenet of our strategy and culture. We approach our operations from the perspective that everything we do can be improved upon. We are constantly striving to improve our service levels by optimizing our business model and modernizing our business.

We believe that our alignment around the key strategic areas will enable us to grow faster than our market, position our business for the future, and deliver value for all stakeholders, including our customers, our teammates, our communities and our shareholders.

Our Competitive Strengths

Rollins is a leader in the global pest control market. We have established a portfolio of premier brands with extensive service capabilities across a deep operating network with a focus on our core pest control market. Our scale enables delivery of great service and provides a significant and reinforcing competitive advantage through (i) comprehensive capabilities to win new residential and commercial accounts, (ii) technology investments for operations optimization and enhanced customer experience, (iii) a diverse portfolio of brands of varying sizes of which to innovate, test, learn, and grow or expand, particularly when it comes to emerging technology, (iv) route density to manage variable costs, and (v) financial flexibility to generate organic growth and pursue acquisitions.

Robust Operating Platform with Proprietary Technology

Our extensive footprint creates an efficient and scalable operating platform to facilitate exceptional customer service delivery, increased cross-selling opportunities, and cost efficiencies. We have strategically invested in proprietary routing and scheduling technologies to increase our competitive advantage, which includes real-time service tracking and customer internet communication to personalize the customer experience. The majority of our business runs on our proprietary Branch Operating Support System (“BOSS”), which offers a back-end interface to facilitate service tracking and payment processing for technicians. BOSS also provides virtual route management tools to increase route efficiency across our network, reducing miles driven and associated costs while increasing customer retention through on-time and rapid response service. We have made investments to evolve and modernize BOSS capabilities to standardize for efficiency, while continuing to deliver differentiating and exceptional customer and employee experiences. Additionally, InSite, a proprietary web reporting capability unique to our commercial customers, provides a competitive advantage and supports the growth of our commercial division.

Differentiated Employee Base and Service Delivery

Our teammates are critical to delivering an outstanding customer experience, and we are highly focused on providing our team with best-in-class training and development opportunities. We operate the 27,000 square foot Rollins Learning Center training facility located in Atlanta, GA, which is a distance-learning and global broadcast facility with simulated environments and classrooms for training. In addition to in-person training, the Rollins Learning Center offers on-demand training sessions that teammates can access from anywhere in the world that are produced at our on-site, state-of-the-art broadcast studio. Our unique programs contribute to our position as an employer of choice and have earned us recognition from Training magazine among the Top 125 U.S. Training Companies 17 times in the past 22 years. We continuously monitor co-worker engagement and customer loyalty.

Experienced Management Team

Our management team combines extensive business and consumer services experience with robust local pest control leadership. Consistent with our culture of attracting, developing and progressing talented individuals, our senior leadership team consists of a combination of long-term internal leaders and strategic hires from well-respected external platforms.

Our Executive Chairman Emeritus, Gary Rollins, is the son of Rollins, Inc. co-founder O. Wayne Rollins and has spent his entire career with the Company, serving as Chief Executive Officer (“CEO”) from 2001 to 2022 and Executive Chairman

from 2020 to 2024. John Wilson, having served in various roles of increasing responsibility at the Company for over 27 years, currently serves as Executive Chairman of the Company effective January 1, 2025.

Jerry Gahlhoff, Jr. currently serves as President and CEO. Mr. Gahlhoff joined the Company as part of the HomeTeam acquisition in 2008. Mr. Gahlhoff has extensive knowledge of the Company's business and industry, having served in various roles of increasing responsibility at HomeTeam and the Company, collectively, for over 23 years. He is also a trained Entomologist.

Additional members of our Executive Leadership Team include:

- Kenneth Krause has served as the Executive Vice President and Chief Financial Officer of the Company since September 2022. Mr. Krause brings over nine years of public company Chief Financial Officer experience and over 21 years of global finance and strategy experience.
- Elizabeth Chandler joined the Company in 2013 and currently serves as our Chief Legal Officer. Ms. Chandler brings over 36 years of legal experience.
- Pat Chrzanowski, President of Orkin US, joined the Company in 2007 and has over 22 years of pest control experience.
- Stanford Phillips, President of Rollins Brands, joined the Company in 2017 and has over 20 years of pest control experience.
- Thomas Tesh joined the Company in 2012 and currently serves as Senior Group Vice President and Chief Administrative Officer. Mr. Tesh brings over 24 years of pest control experience.
- Renee Pearson joined the Company in 2023 and currently serves as Group Vice President and Chief Information Officer. Ms. Pearson brings over 20 years of information technology leadership experience.
- Clay Scherer joined the Company in 2024 and currently serves as Group Vice President, Technical Services. Mr. Scherer brings over 30 years of global pest markets experience.
- Jamie Benton joined the Company in 2014 and currently serves as Group Vice President, Human Resources. Mr. Benton brings 22 years of Human Resources experience.

International Business

We continue to expand our international presence through organic growth, acquisitions, and our international franchise programs. In 2024, we saw revenue growth in our company-owned operations in Canada, Australia, the United Kingdom, and Singapore. We believe geographic diversity allows us to increase brand recognition, meet demands of global customers, and draw on business and technical expertise from teams in several countries, and offers us an opportunity to access new markets.

Franchising Programs

We have franchise programs through Orkin, Critter Control, MissQuito, and our Australian subsidiaries. We had a total of 140 domestic franchise agreements as of December 31, 2024. International franchise agreements totaled 87 as of December 31, 2024. Transactions with our franchises involve sales of territories and customer contracts to establish new franchises and the payment of initial franchise fees and royalties by franchisees. The territories, customer contracts and initial franchise fees are typically paid for by a combination of cash and notes.

Acquisition Strategy

We have extensive experience acquiring companies of all sizes. Over the last three years, we have completed 99 acquisitions, including 44 acquisitions in 2024. Our acquisition strategy targets high quality, profitable businesses with strong leadership, a healthy level of brand awareness, and customer loyalty in the markets they serve that would benefit from incremental growth capital and have the potential to achieve organic growth and margin expansion.

Seasonality

Our business is affected by weather conditions, including climate change and the seasonal nature of our pest and termite control services. The increase in pest presence and activity, as well as the metamorphosis of termites in the spring and summer (the occurrence of which is determined by the timing of the change in seasons), has historically resulted in an increase in the revenue of our pest and termite control operations during such periods as evidenced by the following table.

	Consolidated Net Revenues		
(in thousands)	**2024**	2023	2022
First Quarter	**$ 748,349**	$ 658,015	$ 590,680
Second Quarter	**891,920**	820,750	714,049
Third Quarter	**916,270**	840,427	729,704
Fourth Quarter	**832,169**	754,086	661,390
Year to date	**$ 3,388,708**	$ 3,073,278	$ 2,695,823

Our quarterly profitability correlates with our revenue due to seasonality, as profit is lower in the first and fourth quarters and higher in the second and third quarters.

Materials and Supplies

Our Company has relationships with a vast network of national pest control product distributors, manufacturers and other suppliers for pest and termite treatment products. We maintain a sufficient level of products, materials, and other supplies to fulfill our immediate servicing needs and to mitigate any potential short-term shortage in availability from our national network of suppliers. We also have qualified comparable products and materials for key categories to have alternatives ready as needed. However, at any time supply chain disruptions that are more than short-term in nature could impact our levels of products, materials and other supplies. We proactively work with our supplier base and in 2024, we hosted a Partner Summit, with over 30 of our top suppliers in attendance at our corporate headquarters, to enhance collaboration and strategic relationships.

Competition

We operate in a highly competitive environment with fragmented markets and low barriers to entry. The principal factors of competition in our pest and termite control markets are quality and speed of service, customer proximity, customer satisfaction, brand awareness and reputation, terms of guarantees, safety, technical proficiency and price. Due to our strong direct partnerships with product manufacturers, distributors, and visibility into the inventories, ordering and distribution of materials and supplies, we are able to foresee potential supply disruptions and to quickly adapt. The use of an innovative and industry changing distribution model and technology enables us to maintain adequate supplies for our field operations without a significant investment in warehousing and inventory**.**

We believe that, through our wholly-owned subsidiaries, we compete effectively and favorably with our competitors as one of the world's largest pest and termite control companies. Our major competitors include Rentokil, Ecolab, Anticimex, and numerous other regional and local companies.

Research and Development

Our expenditures on research activities relating to the development of new products or services are not significant. We utilize the relationships with our manufacturers and materials suppliers to provide new and innovative products and services, coupled with in-depth reviews by our tenured Entomology Department to confirm they meet our strict requirements. We also conduct evaluations of new products with the specific manufacturers of such products and we rely on research performed by leading universities.

We maintain close relationships with several universities for research and validation of treatment procedures and material selection. Some of the new and improved service methods and products are also researched, developed and produced by unaffiliated universities and companies with a portion of these methods and products being produced to the specifications provided by us.

Human Capital

We believe one of the largest contributors to our Company's success is the quality of our people. Attracting, developing and retaining high-quality talent is the primary objective of our human capital management strategy. The development and retention of high-quality talent enables a better customer experience and improved customer retention. We develop and engage our people through our training at all levels of our organization.

As of December 31, 2024, the Company had 20,265 employees. Approximately 18,270 of our employees were located in the United States, with approximately 16,250 employees at U.S. branch offices. Of the U.S. employees, less than 2% are represented by a labor union or covered by a collective bargaining agreement.

At December 31,	**2024**	2023	2022
Employees	**20,265**	19,031	17,515

Leadership Development

Each Rollins brand cultivates its own leadership development programs that support its own values and culture while considering the best practices of all Rollins brands. Our leaders are trained on the fundamentals of people leadership, business acumen, sales excellence, and technical expertise. Having the right leaders at all levels of our organization is critical to our current and future success. This includes establishing effective succession planning to support our business growth plans. While each of our brands is focused on developing operational leadership capabilities that are brand-specific, Rollins is focused on developing overall leadership capabilities through our Region Manager Development Program (RMDP). The RMDP is a comprehensive leadership development program for mid-level leaders across the organization who lead multiple business units or departments and those preparing to lead at that level. The 12-month program offers a blended learning approach that includes facilitator-led training, executive and peer mentoring, immersive field learning experiences, 360-degree assessments, a 6-month executive coaching engagement, and supported individualized development plans. Since the program was established in 2018, we have graduated a total of 112 senior leaders in six different RMDP classes with continued successes.

Workplace Inclusion

We make it a priority to promote and create an inclusive workplace that results in higher levels of satisfaction and engagement, stronger staff retention, higher productivity, and a heightened sense of belonging. Our mission is to foster a culture of inclusion, where all individuals feel respected, are treated fairly, with an opportunity to excel.

Our Workplace Inclusion (WPI) mission to build an inclusive workplace has continued under the guidance of our Executive Sponsor and Inclusion Advisory Council which is made up of teammates from Rollins brands across the United States. In January 2022, we hired a Director of WPI. The Director's primary role is to implement the WPI Strategic Plan (the "Plan") which was approved by the Executive Leadership team in April of 2022. In April of 2024, we integrated responsibility for Workplace Inclusion to our Talent Management department, and in June of 2024, we hired a Senior Manager of Workplace Inclusion.

The Plan includes 5 Strategic Focus Areas to be implemented across all brands. The 5 Strategic Focus areas are Training & Education, Talent Acquisition & Career Development, Policies & Programs, Communication, and Employee Resource Groups (ERGs).

Our ERGs, led by Rollins teammates, are inclusive to all and represent our employee population. Each ERG provides a platform for teammates to connect, collaborate, and advocate for their shared interests and experiences. These groups promote inclusivity, provide networking opportunities, and contribute to a sense of belonging among teammates. We have established five ERGs:

- R-Collective: Strives to improve company culture and teammate engagement and retention through multigenerational networking.
- Women+ Resource Community: Provides a resource for women+ at any career level to achieve their goals and celebrate their accomplishments resulting in an enhanced work experience at Rollins.

- Women's Impact Network (WIN): Increases communication between the women of Orkin by providing opportunities for professional development, mentoring, and networking.
- PRIDE: Provides a network that supports the professional development of LGBTQ+ teammates and allies, promotes recruitment and retention, and builds community.
- P.E.A.C.E.: Promoting Equality, Acceptance and Cultural Empowerment through networking, team building, and allyship to foster an inclusive and respectful environment that celebrates the diverse cultures represented within the workforce.

We are excited about the accomplishments on our journey to create a workplace of inclusion and will continue to execute on the strategic plan.

Health and Safety

We are committed to the health and safety of our teammates, customers and communities where we work, live and play. Rollins undertakes a variety of efforts to support the health and well-being of our teammates, including their physical and mental health. This includes investing in competitive compensation and benefits while also providing the culture, tools, training and development opportunities to make working at Rollins an enjoyable and rewarding experience. Adapting to feedback provided by our teammates about the needs of themselves and their families, in 2023, we increased our investment in mental health and wellness services that are offered at no cost. Other benefits include our Employee Stock Purchase Program (ESPP), personal finance education and advisory services, assistance programs to help with managing personal and work-life challenges, family support programs, and educational assistance.

In 2022, we formed a partnership with Marathon Health (formerly Everside Health) to build an on-site medical clinic at our Rollins Support Center in Atlanta. That clinic provides no-cost primary care to Rollins teammates who participate in one of our medical plans in the state of Georgia. Marathon Health provides these services either virtually or through the existing nationwide network of Marathon Health clinics for all our teammates participating in one of our insurance plans in the U.S. This is an enhanced medical benefit, provided at no cost to teammates.

We motivate our teammates to be leaders in safety by continuously evaluating and improving our safety performance, implementing best practices, monitoring regulations and encouraging safety excellence in everything we do. We set measurable safety goals and have made improvements so that our tracking is timely and user friendly for our field leaders. In 2024, we continued our focus on improving driver safety scores. These scores are calculated using an application that monitors driving behaviors once a vehicle is in motion, detecting positive and negative driving maneuvers related to acceleration, braking, distractions, and speed. This resulted in improvement in our average driver safety score for 2024. In addition, we launched several training programs for our new teammates focused on driver safety as well as general safety onboarding.

We have an established safety governance structure that helps our company prioritize measures to progressively reduce motor vehicle collision and injury-related risk. We have established an ongoing process that requires commitment, communication, and collaboration at all levels of the organization. Our structure is designed to support effectiveness and alignment with our organization’s goals and objectives.

We review and refine our health and safety policies and procedures on an ongoing basis so that they remain efficient and relevant for our business.

Community Involvement

We are a family of brands that has always upheld service – to our teammates, customers, and communities – as a cornerstone. While each of our diverse brands has their own culture of service, we are firmly united in our commitment to engaging with our local communities.

We offer teammates the opportunity to participate in various community outreach programs. Our brands work closely with their local communities to create an impact through outreach, volunteerism, and donations. Our overarching goal is to create a significant impact in local communities over an extended period of time. We believe everyone deserves a safe place to live, work, and play.

Since 1985, we have partnered with the United Way of Greater Atlanta through employee and company-matching funds, helping make Rollins a community leader for many years. Rollins ranked #8 in the top 25 corporate contributors in both 2024 and 2023 compared to ranking #7 and #9 in 2022 and 2021, respectively. Rollins is proud to be #6 in corporate contributors to United Way's Child Well-Being Mission Fund for 2024.

Along with personal contributions from teammates, the Company hosts rallies, golf tournaments, contests, and silent auctions to raise funds for the United Way of Greater Atlanta, as well as other local organizations it supports. Rollins has contributed approximately $1 million annually for each of the past 5 years in support of local community outreach.

We have a partnership with the Grove Park Foundation (the "Foundation") to help serve our Atlanta community. The partnership allows our teammates to volunteer and support the Foundation, which is committed to neighborhood revitalization, education programs, and job training that improves the quality of life in the Grove Park neighborhood, a predominantly African American community. Our support helps fund both a volunteer coordinator for the Foundation and community service events hosted for the citizens of Grove Park. Teammates from our Atlanta family of brands participate in volunteer opportunities in the Grove Park neighborhood throughout the year.

Our Orkin brand demonstrates its culture of service through its OrkinServes program, which is designed to help take care of communities through employee volunteer opportunities. In 2022, OrkinServes introduced five new Division Advocates to serve as a voice for volunteering within their divisions across the United States and Canada. Similarly, our Northwest Exterminating brand developed the Northwest Good Deed Team ("GDT") in 2011 with the focus of being active and involved in the communities where they serve. Led by two full-time teammates, the GDT works with local organizations across six states and is supported by our team across Northwest.

Regulatory Considerations

Our business is subject to various local and national legislative and regulatory enactments including, but not limited to, environmental laws, antitrust laws, employment and benefit laws (including wage and hour laws, payroll taxes, anti-discrimination laws, pension laws and regulations, and ERISA), immigration laws, motor vehicle laws and regulations, human health and safety laws, securities laws including, but not limited to, SEC regulations, and federal, state and local laws and regulations governing worker safety and the pest and termite control industry. If we were to fail to comply with any of these applicable laws or regulations, we could be subject to substantial fines or damages, be involved in lawsuits, enforcement actions and other claims by third parties or governmental authorities, suffer losses to our reputation and our business or suffer the loss of licenses or penalties that may affect how the business is operated.

Consumer Protection, Privacy and Solicitation Matters

We are subject to international, federal, state, provincial and local laws and regulations designed to protect consumers generally, including laws governing lending, debt collection and consumer finance; consumer privacy and fraud; collection and use of consumer data; laws governing billing practices and contract renewals; telemarketing; and other forms of solicitation. Specifically, rules adopted by the Federal Communications Commission and Federal Trade Commission, including the Telephone Consumer Protection Act and the Telemarketing Sales Rule, along with state laws and other legal authorities, govern our telephone and texting sales practices. The CAN-SPAM Act regulates our email solicitations, and the Consumer Review Fairness Act regulates consumer opinions on social media regarding our products and services. The California Consumer Privacy Act, including amendments under the California Privacy Rights Act, and laws in other states provide consumers and sometimes employees the right to know what personal data businesses collect, how the data is used, and give them the right to access, delete and opt out of the sale of their personal information to third parties. We are subject to some of these states' laws depending on the number of customers or amount of revenue in the specific state. Similarly, we are bound by foreign laws and regulations governing data protection in the United Kingdom (UK General Data Protection Regulation and Data Protection Act 2018; Canada (Personal Information Protection and Electronic Documents Act); Australia (Privacy Act and its Australian Privacy Principles); and Singapore (Personal Data Protection Act and Spam Control Act), when applicable.

Environmental, Health and Safety Matters

Specifically, our businesses are subject to various international, federal, state and local laws and regulations regarding environmental, health and safety matters. Among other things, these laws regulate the emission or discharge of materials into the environment, govern the use, storage, treatment, disposal, transportation and management of hazardous substances and wastes and protect the health and safety of our employees. In addition, the use of certain pesticide products is also

regulated by various federal, state, provincial and local environmental and public health agencies. These laws also impose liability for the costs of investigating and remediating, and damages resulting from, present and past releases of hazardous substances, including releases by prior owners or operators of sites we currently own or operate. Compliance with environmental, health and safety laws increases our operating costs, limits or restricts the services we provide and subjects us to the possibility of regulatory or private actions or proceedings. Penalties for noncompliance with these laws may include criminal sanctions or civil remedies, including, but not limited to, cancellation of licenses, fines, and other corrective actions. Noncompliance with, changes in, expanded enforcement of, or adoption of new laws and regulations governing hazardous waste disposal and other environmental matters, could result in operational changes and increased costs.

Franchise Matters

Certain of our subsidiaries are subject to various international, federal, state, provincial and local laws and regulations governing franchise sales, marketing and licensing and franchise trade practices generally, including applicable rules and regulations of the Federal Trade Commission. These laws and regulations generally require disclosure of business information in connection with the sale and licensing of our franchises. Certain state regulations also affect our ability as a franchisor to revoke or refuse to renew a franchise. From time to time, we and one or more franchisees have been, and may in the future become, involved in a dispute regarding the franchise relationship, including payment of royalties or fees, location of branches, advertising, purchase of products by franchisees, non-competition covenants, compliance with our standards or franchise renewal criteria.

Employment Laws

We are subject to a myriad of complex laws and regulations in the various federal, state, provincial, regional, and local governments in the countries in which we operate related to employees, including, but not limited to wage and hour laws, anti-discrimination laws, immigration, pension benefit plans, ERISA laws, and retirement benefits. Any failure to comply with such applicable laws or regulations could result in fines or legal proceedings.

Intellectual Property

We rely on a combination of intellectual property rights, including a patent, trademarks, copyrights, trade secrets, and contractual provisions to protect our intellectual property. Our worldwide intellectual property portfolio is strengthened through innovation and brand recognition, and a comprehensive approach for protection and enforcement.

We protect and promote our intellectual property portfolio and take those actions we deem appropriate to enforce our intellectual property rights and to defend our rights both domestically and internationally. Although in the aggregate, our global portfolio of more than 450 trademarks is a valuable asset that is important to our operations, we believe that our competitive advantage is also largely attributable to the technical, marketing, and sales competence and capabilities of our teammates, rather than on any individual trademark; however, the loss of the Orkin trademark could be material to our business as a whole.

Available Information

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to these reports, are available free of charge on our website at www.rollins.com, under the heading “SEC Filings,” as soon as reasonably practicable after those reports are electronically filed with or furnished to the Securities and Exchange Commission (“SEC”).

Item 1.A. Risk Factors

An investment in our common stock involves certain risks. Before making an investment decision, you should carefully consider the following risks and all of the other information included in this Annual Report on Form 10-K. Our business, reputation, financial condition, results of operations, or cash flows could be materially adversely affected by any of these risks. The trading price of our common stock could decline due to any of these risks, and you may lose all or part of your investment. This Annual Report on Form 10-K also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks faced by us described below and elsewhere in this Annual Report on Form 10-K. You are cautioned that the risk factors discussed below are not exhaustive.

Risks Related to our Business, Brand, Industry and Operations

We face risks regarding our ability to compete in the pest control industry in the future.

We operate in a highly competitive industry with fragmented markets and low barriers to entry. Our revenues and earnings are affected by changes in competitors' services, markets, and prices and general economic issues. We compete with other large pest control companies, as well as numerous smaller pest control companies and do-it-yourself options, for a finite number of customers. We believe that the principal competitive factors in the market areas that we serve are quality and speed of service, customer proximity, customer satisfaction, brand awareness and reputation, terms of guarantees, technical proficiency and price. Although we believe that our customer experience and quality service are excellent, we cannot assure investors that we will be able to maintain our competitive position in the future.

We may not be able to identify, complete or successfully onboard acquisitions or guarantee that any acquisitions will achieve the anticipated financial benefits.

Acquisitions have been and may continue to be an important element of our business strategy. We cannot assure investors that we will be able to identify and acquire acceptable acquisition targets on terms favorable to us in the future, that we will receive necessary regulatory approvals, or that any acquisitions will achieve the anticipated financial benefits. Our inability to achieve the anticipated financial benefits from any acquisition transactions may not be realized due to any number of factors, including, but not limited to, unsuccessful onboarding efforts, unexpected or underestimated liabilities or increased costs, fees, expenses and charges related to such transactions. Such adverse events could result in a decrease in the estimated fair value of goodwill or other intangible assets established as a result of such transactions, triggering an impairment.

Our business depends on our strong brands, and failing to maintain and enhance our brands and develop a positive client reputation and experience could hurt our ability to retain and expand our base of customers.

Our strong brands, such as Orkin, HomeTeam Pest Defense, Clark Pest Control, Northwest Exterminating, Fox Pest Control, Trutech, Western Pest Services, The Industrial Fumigant Company (IFC), Waltham Services, Okolona Pest Control (OPC), and Critter Control, have significantly contributed to the success of our business. Maintaining and enhancing our brands increases our ability to enter new markets and launch new and innovative services that better serve the needs of our customers. Our brands may be negatively impacted by a number of factors, including, among others, reputational issues, product/technical failures, and customer experience. We continue to develop strategies and innovative tools to gain a deeper understanding of customer acquisition and retention in order to more effectively expand and retain our customer base. Maintaining and enhancing our brands will depend largely on our brands' ability to remain service leaders and continue to provide high-quality pest control services that are truly beneficial and play a meaningful role in people's lives.

Labor shortages, our ability to attract and retain skilled workers, and increased labor costs may impair growth potential and profitability.

Our ability to remain productive and profitable will depend substantially on our ability to compete with other pest control and service companies to attract, adequately train, and retain skilled workers and key employees (including executive officers), and create leadership opportunities. Our ability to expand our operations is in part impacted by our ability to increase our labor force. The demand for employees is high, and the supply is limited. Ongoing labor shortages could negatively affect our ability to efficiently operate at full capacity or lead to increased costs, such as increased overtime to meet demand and increased wage rates to attract and retain employees. A significant increase in the wages paid and benefits offered by competing employers could also result in a reduction in our labor force, increases in our labor costs, or both. Prolonged labor shortages, increased turnover or labor inflation could diminish our profitability and impair our growth potential.

In addition, decisions and rules by the National Labor Relations Board, including "expedited elections" and restrictions on appeals, has and could continue to lead to increased organizing activities at our brands. If these labor organizing activities are successful, it could further increase labor costs, decrease operating efficiency and productivity in the future, or otherwise disrupt or negatively impact our operations which could have a material adverse effect on our reputation and business.

We may experience difficulties integrating, streamlining and optimizing our information technology ("IT") systems and processes.

We have invested in, and expect to continue to invest in, new systems and technology to implement new or improve existing business capabilities and streamline business processes, financial reporting, and acquisition integration. Many of these efforts impact customers, suppliers, employees, and others, and any disruption or failure could adversely affect our business and operations. We may experience significant delays, increased costs, and other difficulties, which could adversely affect our ability to process work orders, send invoices, track, and collect payments, fulfill contractual obligations, or otherwise operate our business in compliance with laws. In addition, our efforts to centralize various business processes within our organization in connection with the implementations may disrupt operations. We may also experience difficulties, costs or delays in migrating acquired businesses to our systems, processes, and technologies.

Distributor or supply chain issues may result in product shortages or disruptions to our business.

We have a complex global network of distributors and suppliers that has expanded to meet increased customer demand and may, in the future, further evolve in response to market conditions. Although the majority of the products we use are generally available from multiple sources, and alternatives have been generally available in the event of disruption in the past, we could experience material disruptions in production, transportation, labor disputes, and other supply chain issues on specific products, which could result in out-of-stock conditions, and our results of operations and relationships with customers could be adversely affected (a) if new or existing distributors or suppliers are unable to meet any standards that we set or that are set by government or industry regulations or customers, (b) if we are unable to contract with distributors or suppliers at the quantity, quality and price levels needed for our business, or (c) if any of our key distributors or suppliers has shipping disruptions or becomes insolvent, ceases or significantly reduces its operations or experiences financial distress.

Our inability to fully or substantially meet customer demand due to distributor or supply chain issues could result in, among other things, unmet consumer demand leading to reduced preference for our products or services in the future, customers' purchasing services from competitors, strained customer relationships, termination of customer contracts, additional competition and new entrants into the market, and loss of potential sales and revenue.

Climate change and unfavorable weather conditions could adversely impact our financial results.

Our operations are directly impacted by the weather conditions worldwide, including catastrophic events, natural disasters and potential impacts from climate change. Our business is also affected by extreme weather such as hurricanes, wildfires, and other storms which can impact our ability to operate as well as drought which can greatly reduce the pest population for extended periods. Climate change continues to receive increasing global attention. The possible effects of climate change could include changes in rainfall patterns, water shortages, changing storm patterns and intensities, changing temperature levels, as well as changes in legislation, regulation, and international accords, all of which could adversely impact our costs and business operations. Our business is also affected by seasonality associated with our pest and termite control services. The increase in pest presence and activity, as well as the metamorphosis of termites in the spring and summer (the occurrence of which is determined by the timing of the change in seasons), has historically resulted in an increase in the revenue and income of our pest and termite control operations during such periods.

We may not successfully execute our business strategies, including achieving our growth objectives.

We may not be able to fully implement our business strategies or realize, in whole or in part within the expected time frames, the anticipated benefits of various growth or other initiatives. Our ability to implement our business strategy may be adversely affected by factors that we cannot foresee currently, such as unanticipated costs and expenses, global health crises, technological change, recession and economic slowdown, the level of interest rates, foreign exchange risks, our inability to effectively manage and implement change, failure to onboard acquisitions, or a decline in the effectiveness of our marketing (including digital marketing) efforts.

In addition, we will incur certain costs to achieve efficiency improvements, systems implementations, and growth in our business, and we may not meet anticipated implementation timetables or stay within budgeted costs. As these initiatives are implemented, we may not fully achieve the desired results, including but not limited to, expected cost savings or growth rates, and these initiatives may adversely impact customer retention or our operations. Also, our business strategies may change in light of our ability to implement new business initiatives, competitive pressures, economic uncertainties or developments or other factors.

We currently conduct business in international markets, our planned further expansion into international markets presents unique challenges, and our expansion efforts with respect to international operations may not be successful.

We currently conduct business in international markets, with approximately 7% of our 2024 revenues derived from our international operations. In addition, a key element of our business strategy includes further expansion in international markets. Our ability to operate successfully in international markets may be adversely affected by political, economic and social conditions beyond our control and geopolitical conflicts, such as the conflict between Russia and Ukraine and the conflict in Gaza. Also, we may be adversely affected by local laws and customs and legal and regulatory constraints, including compliance with applicable export, anti-corruption and currency laws and regulations of the countries or regions in which we currently operate or intend to operate in the future. Risks inherent in our existing and future international operations also include, among others, the costs and difficulties of managing international operations, difficulties in identifying and gaining access to local distributors and suppliers, suffering possible adverse tax consequences from changes in tax laws or the unfavorable resolution of tax assessments or audits, maintaining product quality and greater difficulty in enforcing intellectual property rights. Additionally, foreign currency exchange rates and fluctuations could have an adverse effect on our financial results.

Our franchisees, subcontractors, and vendors could take actions that could harm our business.

Our franchisees, subcontractors, and vendors are contractually obligated to operate their businesses in accordance with the standards set forth in our agreements with them and applicable laws and regulations. Each of our brands that are franchised also provides training and support to franchisees. However, franchisees, subcontractors, and vendors are independent third parties that we do not control, and who own, operate and oversee the daily operations of their respective businesses, and the ultimate success of any business operation rests with the business owner. If franchisees do not successfully operate their businesses in a manner consistent with required standards, royalty payments owed to us will be adversely affected and our brands' image and reputation could be harmed. Similarly, if franchisees, subcontractors, and vendors do not successfully operate their businesses in a manner consistent with required laws, standards and regulations, we could be subject to claims from regulators or legal claims for the actions or omissions of such third-party franchisees, subcontractors, and vendors. In addition, our relationship with our franchisees, subcontractors, and vendors could become strained (including resulting in litigation) as we impose new standards or assert more rigorous enforcement practices of the existing required standards.

Risks Related to Cybersecurity, Privacy Compliance and Business Disruptions

The Company, our brands, third-party business partners and service providers have been subject to cybersecurity incidents in the past and could be the targets of future attacks that could result in disruption to our business operations, economic and reputational damage, and possible fines, penalties and private litigation. These could include unauthorized access to or unintentional distribution of personal, financial, proprietary, confidential, or other protected data or information the Company is entrusted to keep about its customers, employees, business practices, or third parties; significant operational disruptions that result from a cybersecurity incident; or vulnerabilities through the use of evolving tools such as Artificial Intelligence.

Our internal IT systems contain certain personal, financial, health, or other protected and confidential information that is entrusted to us by our customers and employees. Our IT systems also contain our and our brands' proprietary and other confidential information related to our business, such as business plans, customer lists, pricing, and service development initiatives. From time to time, we integrate new IT systems due to organic growth and acquisitions. In addition, we grant third-party business partners and service providers access to confidential information in order to facilitate business operations and administer employee benefits. Employees, third-party business partners, and service providers can knowingly or unknowingly disseminate such information or serve as an entry point for bad actors to access such information.

The Company has assigned responsibility for Board oversight of cybersecurity risk to the Audit Committee, which monitors the cybersecurity risk management and cyber control functions, including external security audits, and receives periodic updates from experienced senior management, outside legal counsel, and cybersecurity insurance carriers knowledgeable about assessing and managing cyber risks, including, as appropriate, updates on the prevention, detection, mitigation, and remediation of cyber incidents.

We continue to evaluate and modify our systems and protocols for data security compliance purposes, and such standards may change from time to time. We have processes in place to oversee and identify cybersecurity risks and vulnerability related to certain third-party business partners, vendors, and service providers. We have processes to address risks of a key

service provider experiencing a significant cybersecurity incident that renders their services unavailable, but those processes may not cover all business losses. Activities by bad actors, changes in computer and software capabilities and encryption technology, new tools and discoveries, cloud applications, changes in multi-jurisdictional regulations, and other events or developments may result in a compromise or breach of our systems. Any compromises, breaches, application errors or human mistakes related to our systems or failures to comply with applicable standards could not only disrupt our financial operations, including our customers' ability to pay for our services and products by credit card or their willingness to purchase our services and products, but could also result in violations of applicable laws, regulations, orders, industry standards or agreements and subject us to costs, penalties and liabilities. A breach of data security or failure to comply with rigorous multi-jurisdictional consumer privacy requirements could expose us to customer litigation, regulatory actions and costs related to the reporting and handling of such a violation or breach. Furthermore, while we maintain cybersecurity insurance, our insurance may not cover all liabilities incurred due to a security breach or incident.

Risks Related to Legal, Regulatory and Risk Management Matters

In the countries in which we operate, our business is subject to various federal, state, provincial, and local laws and regulations pertaining to environmental, public health and safety matters, including those related to the pest control industry, and any noncompliance with, changes to, or increased enforcement of such laws, could significantly impact our business.

Our business is subject to various federal, state, provincial, and local laws and regulations pertaining to environmental, public health and safety matters, including those related to the pest control industry. Among other things, these laws also govern the use, storage, treatment, disposal, transportation and management of certain pesticides and hazardous substances and waste and regulate the emission or discharge of materials into the environment. In addition, the use of certain pesticide products is also regulated by various federal, state, provincial and local environmental and public health agencies. Penalties for noncompliance with these laws may include criminal sanctions or civil remedies, including, but not limited to, cancellation of licenses, fines, and other corrective actions. Noncompliance with, changes in, expanded enforcement of, or adoption of new laws and regulations governing hazardous waste disposal and other environmental matters, could result in operational changes and increased costs.

We are subject to regulation in the countries in which we operate related to employment laws, and noncompliance could lead to fines or legal proceedings.

We are subject to a myriad of complex laws and regulations in the various federal, state, provincial, regional, and local governments in the countries in which we operate related to employees, including, but not limited to wage and hour laws, anti-discrimination laws, immigration, pension benefit plans, ERISA laws, OSHA regulations, and retirement benefits. Any failure to comply with such applicable laws or regulations could result in fines or legal proceedings.

New or proposed regulations regarding climate change could have uncertain impacts on our business.

Climate change has been the subject of increased focus by various governmental authorities and regulators around the world. For example, the State of California has enacted legislation that will require large U.S. companies doing business in California to make broad-based climate-related disclosures, and other states are also considering similar measures. Also, the SEC has issued final rules, which are currently stayed pending judicial review; however, if implemented as proposed, these rules would significantly increase our climate-related disclosure obligations. We are assessing our obligations under these proposed and enacted rules in the United States and around the world and expect that compliance could require substantial effort in the future. Compliance with any new or more stringent laws or requirements, or stricter interpretations of existing laws, could require additional expenditures by us or our suppliers. We cannot predict how the proposed rules, if finalized, or any future legislation or regulations pertaining to climate change, will ultimately affect our business.

Termite claims and lawsuits related thereto could increase our legal expenses.

From time to time, we are subject to claims brought by our customers for termite protection services, generally based on alleged termite damage to the structure(s) covered by our contracts with those customers. In some instances of these claims, the customer may initiate litigation or arbitration proceedings against us or one of our brands.

Our safety and risk management programs may not have the intended effect of reducing our liability for employee-work related injuries, third party-liability claims or property loss.

Our auto or other safety management system and performance measures are critical to our reputation and results of operation. We attempt to mitigate risks relating to employee work-related injuries, automobile collision, third-party liability, or property loss through the implementation of company-wide safety management programs designed to focus on prevention and decrease the occurrence of incidents or events that may occur. Such incidents could also have the effect of destabilizing or increasing our insurance costs and financial reserves. Incidents involving injury or property loss may be caused by multiple potential factors, a significant number of which are beyond our control. Therefore, there is no guarantee that our safety and risk management and safety programs will have the desired effect of avoiding or controlling all potential expenses and liability exposure.

Additionally, we retain certain risks related to general liability, workers' compensation, and auto liability. The accruals and reserves we hold are based on estimates that involve a degree of judgment and are inherently variable and could be overestimated or insufficient. If actual claims exceed our estimates, our operating results could be materially affected, and our ability to take timely corrective actions to limit future costs may be limited.

Further, some of our commercial customers require that we meet certain safety criteria to be eligible to provide service and bid for contracts, and many contracts provide for automatic termination or forfeiture of some or all of our contract fees or profit in the event we fail to meet certain measures. Accordingly, if we fail to maintain adequate safety standards, we could experience reduced profitability or the loss of projects or clients.

Our insurance coverage may be inadequate to cover all significant risk exposures and our accruals and reserves for uninsured claims are variable.

We are exposed to liabilities that are unique to our business and the services we provide. We maintain commercial liability insurance that extends to products liability. In addition, we also maintain other insurance and other traditional risk transfer tools to respond to certain types of liabilities and risks. However, such tools are subject to terms such as deductibles, retentions, limits and policy exclusions, commercial availability and supply of coverage as well as risk of denial of coverage, default or insolvency. If we experience unexpected or uncovered losses, or if any of our insurance policies are terminated for any reason or are not effective in mitigating our risks, we may incur losses that are not covered or that exceed our coverage limits. In addition, there can be no assurance that the types or levels of coverage maintained are adequate to cover these potential significant and catastrophic risks. Further, we may not be able to continue to maintain our existing insurance coverage or obtain comparable or additional insurance coverage at a reasonable cost in the event a significant product or service claim arises.

We have been and may in the future be subject to lawsuits, investigations and other proceedings which could have a material adverse effect on our business.

In the normal course of business, we have been and may in the future be involved in various claims, contractual disputes, investigations, arbitration and litigation, including (1) claims that our acts, omissions, services or vehicles caused damage or injury, (2) claims that our pest control, termite and/or ancillary services did not achieve the desired results, (3) claims related to acquisitions, (4) claims related to violations of antitrust laws or consumer protection laws, (4) claims related to allegations by federal, state or local authorities, including the Securities and Exchange Commission, the Federal Trade Commission and Department of Justice, of violations of regulations or statutes, (5) claims related to federal securities laws, (6) claims related to employment or wage and hour violations, including class actions under the California Private Attorney General Act ("PAGA"), (7) claims related to environmental matters, and (8) claims related to additional laws and regulations. These claims, proceedings or litigation, either alone or in the aggregate, could have a material adverse effect on our business.

Risks Related to Certain Intellectual Property Rights

Our brand recognition or reputation could be impacted if we are not able to adequately protect our intellectual property and other proprietary rights that are material to our business.

Our ability to compete effectively depends in part on our rights to service marks, trademarks, trade names and other intellectual property rights we own or license. Although we have sought to register or protect many of our marks either in the United States or in the countries in which they are or may be used, we have not sought to protect our marks in every

country. Furthermore, because of the differences in foreign trademark, patent and other intellectual property or proprietary rights laws, we may not receive the same protection in other countries as we would in the United States. If we are unable to protect our proprietary information and brand names, we could suffer a material adverse effect to our reputation and business. Litigation may be necessary to enforce our intellectual property rights and protect our proprietary information, or to defend against claims by third parties that our products, services or activities infringe their intellectual property rights.

Risks Related to Public Health Crises

The effects of a pandemic or other major public health concern, could materially impact our business.

The impact of a pandemic or other major public health concerns, including changes in consumer behavior and discretionary spending, market downturns, and restrictions on business and individual activities, could create significant volatility in the global economy. Additionally, government or regulatory responses to pandemics or other public health concerns, such as mandatory lockdowns, vaccine mandates or other restrictions on operations, could negatively impact our business.

The ultimate impact of a pandemic or other major public health concern also depends on events beyond our knowledge or control, including the duration and severity of such pandemics and other major public health concerns, and related remedial or containment measures taken by parties other than us to respond to them.

We are unable to completely predict the full impact that a pandemic, or other major public health concern will have on our business due to numerous uncertainties. In addition, our compliance with remedial or containment measures could impact our day-to-day operations and could disrupt our business and operations, as well as that of our customers and suppliers, for an indefinite period of time. Furthermore, labor force availability may be impaired due to exposure, reluctance to comply with governmental, regulatory or contractual mandates, or other restrictions, which could negatively affect our operating costs and profitability or negatively impact our ability to provide quality services.

Risks Related to Market Conditions and External Factors

Adverse economic conditions, including inflation and restrictions in customer discretionary expenditures, increases in interest rates or other disruptions in credit or financial markets, geopolitical developments, increases in fuel prices, raw material costs, or other operating costs could materially adversely affect our business.

Economic downturns may adversely affect our commercial customers, including food service, hospitality and food processing industries whose business levels are particularly sensitive to adverse economies. For example, we may lose commercial customers and related revenues because of consolidation or cessation of commercial businesses or because these businesses switch to a lower cost provider. Pest and termite services represent discretionary expenditures to many of our residential customers. If consumers restrict their discretionary expenditures, due to inflation or other economic hardships, we may suffer a decline in revenues from our residential service lines. Disruptions in credit or financial markets could make it more difficult for us to obtain, or increase the cost of obtaining, financing in the future. Increases in interest rates may cause a reduction in new home construction or real estate transactions, which could result in a decrease in revenue. We may be impacted by geopolitical tensions and conflicts, including changes to trade policies and regulations, such as tariffs. In addition, there can be no assurances that fuel prices, raw material costs, or other operating costs, all of which may be subject to inflationary pressures, will not materially increase in future years.

Risks Related to our Capital and Ownership Structure

A group that includes members of the Company's Board of Directors and management has a significant ownership interest; public stockholders may have no effective voice in the Company's management.

The Company has a significant shareholder group, which includes the Company's Executive Chairman Emeritus of the Board, Gary W. Rollins, Board member, Pam Rollins, and certain persons acting as a group with them (the "Significant Shareholder") which as of December 31, 2024, beneficially held (in the aggregate, including direct and indirect ownership) approximately 42 percent of our common stock. As a result, the Significant Shareholder has significant influence over our operations, including the election of directors, approval of substantial corporate transactions such as acquisitions, and approval of matters requiring stockholder approval. This concentration of ownership could also have the effect of delaying or preventing a third party from acquiring control of the Company at a premium.

The Significant Shareholder has a substantial ownership interest, and the availability of the Company's common stock to the investing public may be limited.

The availability of Rollins' common stock to the investing public is limited to those shares not held by the Significant Shareholder, which could negatively impact Rollins' stock trading prices and affect the ability of minority stockholders to sell their shares. Future sales or other transactions entered into by the Significant Shareholder with respect to all or a portion of their shares or otherwise could also negatively affect the trading price of, or cause volatility in the market for, our common stock.

Certain provisions in Rollins, Inc.'s certificate of incorporation and bylaws may inhibit a takeover of the Company.

Rollins, Inc.'s certificate of incorporation, bylaws and other documents contain provisions including advance notice requirements for stockholder proposals and staggered terms for the Board of Directors. These provisions may make a tender offer, change in control or takeover attempt that is opposed by the Company's Board of Directors more difficult or expensive.

Item 1.B. Unresolved Staff Comments

None.

Item 1.C Cybersecurity

The Company has security incident response policies and procedures for identifying, assessing, and managing material risks arising from cybersecurity incidents, including those arising from third-party service providers. The Company's Chief Information Security Officer ("CISO"), who has over 30 years of experience in information technology and information security and has several industry certifications, including CISSP, CCSP, CISM, CRISC, and CIPP, is the executive primarily responsible for managing cybersecurity risks. The CISO assesses cybersecurity incidents and classifies them by severity level in accordance with the Company's Security Incident Guidelines, which determine how each cybersecurity incident is managed and communicated. The Company uses both internal and external resources to assess risk and manage its IT and 24x7 cybersecurity operations, including managed service providers who assist in the support of key business systems. The Company may also periodically engage external consultants to assist with cybersecurity incident management, particularly where advanced or specialized expertise may be required. The Company's Incident Response and Breach Notification Policy outlines the procedures that the Company follows for evaluation and recovery from an incident, including containment of the affected systems, to restore our systems to normal operations. To date, the Company has not had a cybersecurity event that materially impacted or is reasonably likely to materially affect its business strategy, results of operations, financial condition, or the security of its proprietary data.

The Company has assigned responsibility for Board oversight of cybersecurity risk to the Audit Committee, which monitors the cybersecurity risk management and cyber control functions, including external security audits, and receives periodic updates from experienced senior management, including the CISO, knowledgeable about assessing and managing cyber risks, including, as appropriate, updates on the prevention, detection, mitigation, and remediation of cyber incidents.

Cybersecurity incidents that significantly impact the confidentiality, integrity, or availability of Company data or the reliability of the Company system or network are reported to certain members of the Company's Executive Leadership Team, including the Chief Executive Officer, Chief Financial Officer, Chief Legal Officer, Chief Administrative Officer, and Chief Information Officer, for assessment of the materiality of the incident, which will be made using both quantitative and qualitative analyses to determine an incident's immediate and reasonably likely future impacts. Such cybersecurity incidents are also reported to the Audit Committee. Cybersecurity incidents that moderately impact the confidentiality, integrity, or availability of Company data or the reliability of the Company systems or networks are reported to the Security Incident Response Team, for assessment of the materiality of the incident.

Our privacy compliance and digital risk management initiatives focus on the threats and risks to enterprise information and the underlying IT systems processing such information as part of the implementation of business processes. We have also implemented policies and procedures for the assessment, identification, and management of material risks from cybersecurity threats, including internal training, system controls, and monitoring and audit processes to protect the Company from internal and external vulnerabilities and to comply with consumer privacy laws in the areas in which we operate. Further, we limit retention of certain data, encrypt certain data and otherwise protect information to comply with consumer privacy laws in the areas in which we operate. The Company also has a cross-functional group of representatives

from several departments that comprise the Cybersecurity and Privacy Committee, which meets and discusses information at least quarterly related to cybersecurity and privacy compliance at the Company, including training, policies, and trends. We also rely on, among other things, commercially available third parties including vendors, cybersecurity protection systems, software, tools and monitoring to provide security for processing, transmission and storage of protected information and data. The systems currently used for transmission and approval of payment card transactions, and the technology utilized in payment cards themselves, all of which can put payment card data at risk, meet standards set by the payment card industry.

The Company has a global cybersecurity training program that requires all employees with access to the Company networks to participate in regular and mandatory training on how to be aware of, and help defend against, cybersecurity risks. Also, the Company regularly tests the efficacy of its training efforts as well as its systems to assess vulnerabilities to cybersecurity risks, including tabletop incident response exercises.

Annually the Company conducts an Enterprise Risk Assessment during which management identifies and quantifies risks, including cybersecurity risks, that could enhance or impede the Company's ability to achieve current or future strategic objectives. The conclusions of the annual Enterprise Risk Assessment are shared with the Audit Committee. The CISO also reviews with the Audit Committee the strategy, priorities, and goals of the cybersecurity program.

Item 2. Properties.

The Company's administrative headquarters are owned by the Company, and are located at 2170 Piedmont Road, N.E., Atlanta, Georgia 30324. The Company owns or leases over 700 branch offices and operating facilities used in its business as well as the Rollins Training Center located in Atlanta, Georgia, and the Pacific Division Administration and Training Center in Riverside, California. None of the branch offices, individually considered, represents a materially important physical property of the Company. The facilities are suitable and adequate to meet the current and reasonably anticipated future needs of the Company.

Item 3. Legal Proceedings.

In the normal course of business, the Company and its subsidiaries are involved in, and will continue to be involved in, various claims, arbitrations, contractual disputes, investigations, litigation, environmental and tax and other regulatory matters relating to, and arising out of, our businesses and our operations. These matters may involve, but are not limited to, allegations that our services or vehicles caused damage or injury, claims that our services did not achieve the desired results (including claims that we are responsible for termite damage to a structure), claims related to acquisitions and allegations by federal, state or local authorities, including taxing authorities, of violations of regulations or statutes. In addition, we are parties to employment-related cases and claims from time to time, which may include claims on a representative or class action basis alleging wage and hour law violations or claims related to the operation of our retirement benefit plans. We are also involved from time to time in certain environmental and tax matters primarily arising in the normal course of business. We evaluate pending and threatened claims and establish loss contingency reserves based upon outcomes we currently believe to be probable and reasonably estimable.

The Company retains, up to specified limits, certain risks related to general liability, workers' compensation and auto liability. The estimated costs of existing and future claims under the retained loss program are accrued based upon historical trends as incidents occur, whether reported or unreported (although actual settlement of the claims may not be made until future periods) and may be subsequently revised based on developments relating to such claims. The Company contracts with an independent third party to provide the Company an estimated liability based upon historical claims information. The actuarial study is a major consideration in establishing the reserve, along with management's knowledge of changes in business practice and existing claims compared to current balances. Management's judgment is inherently subjective as a number of factors are outside management's knowledge and control. Additionally, historical information is not always an accurate indication of future events. The accruals and reserves we hold are based on estimates that involve a degree of judgment and are inherently variable and could be overestimated or insufficient. If actual claims exceed our estimates, our operating results could be materially affected, and our ability to take timely corrective actions to limit future costs may be limited.

Item 103 of SEC Regulation S-K requires disclosure of certain environmental legal proceedings if the proceeding reasonably involves potential monetary sanctions of $300,000 or more. The Company has received a notice of alleged violations and information requests from local governmental authorities in California for our Orkin and Clark Pest Control operations and is currently working with several local governments regarding compliance with environmental regulations

governing the management of hazardous waste and pesticide disposal. The investigation appears to be part of a broader effort to investigate waste handling and disposal processes of a number of industries. While we are unable to predict the outcome of this investigation, we do not believe the outcome will have a material effect on our results of operations, financial condition, or cash flows.

Management does not believe that any pending claim, proceeding or litigation, regulatory action or investigation, either alone or in the aggregate, will have a material adverse effect on the Company's financial position, results of operations or liquidity; however, it is possible that an unfavorable outcome of some or all of the matters could result in a charge that might be material to the results of an individual quarter or year.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Market Information, Holders, and Dividends

The common stock of the Company is listed on the New York Stock Exchange and is traded on the Philadelphia, Chicago and Boston Exchanges under the symbol ROL.

As of January 31, 2025, there were 8,135 holders of record of the Company's common stock. However, a large number of our shareholders hold their shares in "street name" in brokerage accounts and, therefore, do not appear on the shareholder list maintained by our transfer agent.

Dividends will be payable only when, and if, declared by our Board and will be subject to our ongoing ability to generate sufficient income and free cash flow, any future capital needs and other contingencies. The Company expects to continue to pay cash dividends to the common stockholders, subject to the earnings and financial condition of the Company and other relevant factors.

Issuer Purchases of Equity Securities

The Company did not repurchase shares on the open market during the quarter ended December 31, 2024.

The following table presents the Company's share repurchase activity for the period from October 1, 2024 to December 31, 2024.

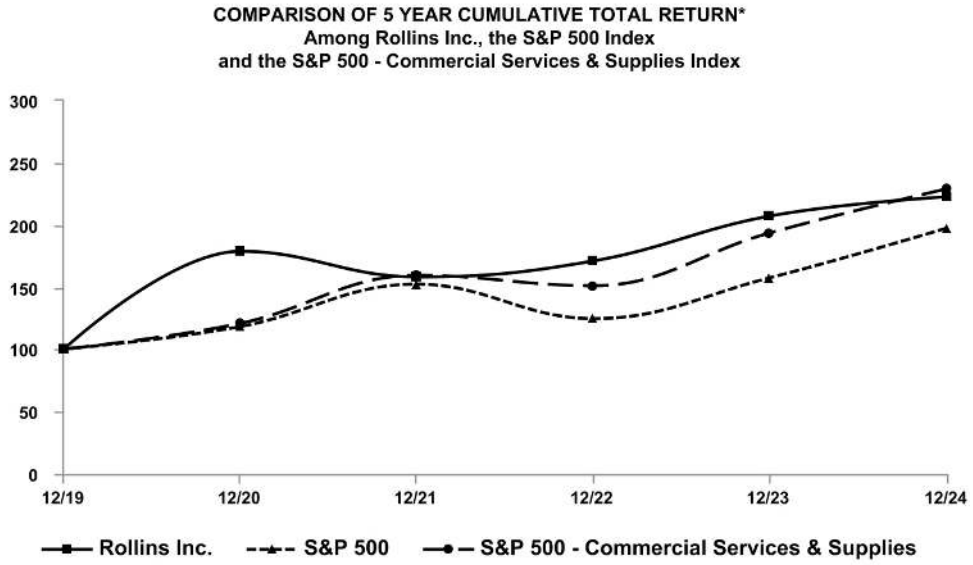
Period	Total number of shares purchased [1]	Weighted-average price paid per share	Total number of shares purchased as part of publicly announced repurchases [2]	Maximum number of shares that may yet be purchased under the repurchase plan [2]
October 1 to 31, 2024	—	$ —	—	11,415,625
November 1 to 30, 2024	—	—	—	11,415,625
December 1 to 31, 2024	817	49.86	—	11,415,625
Total	817	$ —	—	11,415,625

(1) Represents shares withheld by the Company in connection with tax withholding obligations of its employees upon vesting of such employees' restricted stock awards.

(2) The Company has a share repurchase plan, adopted in 2012, to repurchase up to 16.9 million shares of the Company's common stock. As of December 31, 2024, the Company has a remaining authorization to repurchase 11.4 million shares of the Company's common stock under this program. The repurchase plan has no expiration date.

Performance Graph

The following graph sets forth a five-year comparison of the cumulative total stockholder return based on the performance of the stock of the Company as compared with both a broad equity market index and an industry index. The indices included in the following graph are the S&P 500 Index and the S&P 500 Commercial Services & Supplies Index.



*$100 invested on 12/31/19 in stock or index, including reinvestment of dividends.
Fiscal year ending December 31.

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	2019	2020	2021	2022	2023	2024
Rollins Inc.	**$ 100.00**	**$ 178.51**	**$ 158.09**	**$ 170.87**	**$ 207.05**	**$ 222.65**
S&P 500	**100.00**	**118.40**	**152.39**	**124.79**	**157.59**	**197.02**
S&P 500 Commercial Services & Supplies	**100.00**	**120.98**	**159.25**	**150.76**	**193.54**	**229.12**

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Caution Regarding Forward-Looking Statements

This Annual Report on Form 10-K as well as other written or oral statements by the Company may contain "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. We have based these forward-looking statements on our current opinions, expectations, intentions, beliefs, plans, objectives, assumptions and projections about future events and financial trends affecting the operating results and financial condition of our business. Although we believe that these forward-looking statements are reasonable, we cannot assure you that we will achieve or realize these plans, intentions, or expectations. Generally, statements that do not relate to historical facts, including statements concerning possible or assumed future actions, business strategies, events or results of operations, are forward-looking statements. The words "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "plan," "possible," "potential," "predict," "should," "will," "would," and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking.

Forward-looking statements in this Annual Report on Form 10-K include, but are not limited to, statements regarding:

- expectations with respect to our financial and business performance and strategy;
- expansion efforts and growth opportunities, including, but not limited to, organic growth and recent and future acquisitions in the United States and in foreign markets where we have a presence and integration efforts with respect to recent acquisitions;
- our belief that we are starting 2025 with favorable demand and demand will continue to be solid;
- our belief that we compete effectively and favorably with our competitors;
- our alignment around the key strategic areas that will enable us to grow faster than our market, position our business for the future, and deliver value for all stakeholders and our ability to execute on our strategic plan;
- the impact of inflation, changing interest rates, tariffs, trade disputes, foreign exchange rate risk, business interruptions due to natural disasters and changes in the weather patterns, seasonality, employee shortages, and supply chain issues;
- our belief that we maintain a sufficient level of products, materials, and other supplies and have qualified comparable products and materials and our ability to foresee potential supply disruptions;
- expectations with respect to new and innovative products and services;
- our approach to human capital management, including training, development, retention, inclusion, and engaging with our local communities;
- continuously improving our safety culture and monitoring safety goals, including, but not limited to, our proactive approach with respect to safety and risk management;
- our policies and procedures that are designed to identify, assess, and manage material risks arising from cybersecurity incidents;
- new information technology systems and technology will lead to new or improving business capabilities and streamline business processes, financial reporting, and acquisition integration;
- expectations with respect to interest costs and effective tax rates;
- our robust pipeline for acquisitions;
- our focus on continuous improvement initiatives to enhance profitability across our business;
- the underlying health of core pest control markets;
- our focus on pricing, ongoing modernization efforts, and a culture of continuous improvement should support healthy incremental margins;
- sufficiency of current cash and cash equivalents balances, future cash flows, and available borrowings under our Credit Facility to finance our current and future operations;
- our belief that the Company has adequate liquid assets, funding sources and insurance accruals to accommodate potential future insurance claims;
- our approach to capital allocation inclusive of our intent to pay cash dividends to common shareholders and to invest in acquisitions;
- our belief that no pending or threatened claim, proceeding, litigation, regulatory action or investigation, either alone or in the aggregate, including, but not limited to, the investigation by certain California governmental authorities regarding compliance with environmental regulations and claims filed under California's Private Attorneys General Act, will have a material adverse effect on our financial position, results of operations or liquidity;
- the suitability and adequacy of our facilities to meet our current and reasonably anticipated future needs; and

- estimates, assumptions, and projections related to our application of critical accounting policies, described in more detail under “Critical Accounting Estimates.”

These forward-looking statements are based on information available as of the date of this report, and current expectations, forecasts, and assumptions, and involve a number of judgments, risks and uncertainties. Important factors could cause actual results to differ materially from those indicated or implied by forward-looking statements including, but not limited to, those described in Item 1A “Risk Factors” of Part I, Item 7 “Management’s Discussion and Analysis of Financial condition and Results of Operations” of Part II, and elsewhere in this Annual Report on Form 10-K for our fiscal year ended December 31, 2024 and may also be described from time to time in our future reports filed with the SEC.

Accordingly, forward-looking statements should not be relied upon as representing our views as of any subsequent date, and we do not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required by law.

Presentation

This discussion should be read in conjunction with our audited financial statements and related notes included elsewhere in this document. Discussions of 2022 items and year-to-year comparisons of 2023 and 2022 that are not included in this Form 10-K can be found in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2023. The following discussion (as well as other discussions in this document) contains forward-looking statements. Please see “Cautionary Statement Regarding Forward-Looking Statements” and "Risk Factors" for a discussion of uncertainties, risks and assumptions associated with these statements.

The Company

Rollins, Inc. (“Rollins,” “we,” “us,” “our,” or the “Company”), is an international services company headquartered in Atlanta, Georgia that provides pest and termite control services to both residential and commercial customers through its wholly-owned subsidiaries and independent franchises in the United States, Canada, Australia, Europe, and Asia with international franchises in Canada, Central and South America, the Caribbean, Europe, the Middle East, Asia, Africa, and Australia. Our pest and termite control services are performed pursuant to terms of contracts that specify the pricing arrangement with the customer. The Company operates as one reportable segment and the results of operations and its financial condition are not reliant upon any single customer.

Strategic Update

We are focused on continuous improvement throughout the business. During 2024, we made significant strides in all four pillars of our strategic objectives: 1) people first 2) customer loyalty 3) growth mindset and 4) operational efficiency.

People First

We continue to focus on the development of our people. During 2024, we continued to make strategic improvements to both our support functions, as well as the customer-facing side of our business, by hiring and onboarding the right people

into the right roles. Additionally, we upgraded our training and onboarding programs to help improve our overall teammate retention. We remain committed to developing exceptional talent and investing in our teams.

Customer Loyalty

We remain committed to providing our customers with the best customer experience. Effective sales and service staffing levels helped us to capitalize on continued demand and deliver solid results for the year, with organic revenues* growing by 7.9% compared to 2023.

Growth Mindset

2024 marked a record year in terms of revenues, totaling $3.4 billion, an increase of 10.3% over 2023, with acquisition revenues* growing by 3.1% compared to 2023. We completed 44 acquisitions in 2024, including 32 acquisitions and 12 franchise buybacks, driving inorganic growth at our brands both domestically and internationally.

Operational Efficiency

We saw healthy margins in 2024, with gross margin improving 50 basis points to 52.7% in 2024 compared to 52.2% in 2023. Operating margin was 19.4% of revenue, an increase of 40 basis points over 2023 and adjusted operating income margin* was 19.9%, an increase of 20 basis points over the prior year.

*Amounts are non-GAAP financial measures. See the schedules below for definitions and a discussion of non-GAAP financial metrics, including a reconciliation to the most directly comparable GAAP measure.

Impact of Economic Trends

The continued disruption in economic markets due to inflation, changing interest rates, tariffs, trade disputes, business interruptions due to natural disasters and changes in weather patterns, employee shortages, and supply chain issues, all pose challenges which may adversely affect our future performance. The Company continues to execute various strategies previously implemented to help mitigate the impact of these economic disruptors.

However, the Company cannot reasonably estimate whether these strategies will help mitigate the impact of these economic disruptors in the future.

The Company’s consolidated financial statements reflect estimates and assumptions made by management that affect the reported amounts of assets and liabilities and related disclosures as of the date of the condensed consolidated financial statements. The Company considered the impact of economic trends on the assumptions and estimates used in preparing the consolidated financial statements. In the opinion of management, all material adjustments necessary for a fair presentation of the Company’s financial results for the year have been made. These adjustments are of a normal recurring nature but are complicated by the continued uncertainty surrounding these macro economic trends. The severity, magnitude and duration of certain economic trends continue to be uncertain and are difficult to predict. Therefore, our accounting estimates and assumptions may change over time in response to economic trends and may change materially in future periods.

The extent to which changing interest rates, inflation and other economic trends will continue to impact the Company’s business, financial condition and results of operations is uncertain. Therefore, we cannot reasonably estimate the full future impacts of these matters at this time.

Tax Legislation Developments

The Organization for Economic Co-operation and Development ("OECD") has proposed a global minimum tax of 15% of reported profits ("Pillar Two") for multinational enterprises with annual global revenues exceeding €750 million. Pillar Two has been agreed upon in principle by over 140 countries and is intended to apply for tax years beginning in 2024. The OECD has issued administrative guidance (including transitional safe harbor rules) in conjunction with the implementation of the Pillar Two global minimum tax. These rules did not have a material impact on financial results in 2024 due to certain transitional safe harbors. The Company will continue to monitor the potential impact of Pillar Two proposals and developments on our consolidated financial statements and related disclosures as various tax jurisdictions begin enacting such legislation.

Results of Operations—2024 Compared to 2023

	Twelve Months Ended December 31,			
			Variance	
(in thousands, except per share data and margins)	**2024**	2023	$	%
GAAP Metrics				
Revenues	**$ 3,388,708**	$ 3,073,278	315,430	10.3
Gross profit [1]	**$ 1,785,511**	$ 1,603,407	182,104	11.4
Gross profit margin [1]	**52.7 %**	52.2 %		50 bps
Operating income	**$ 657,224**	$ 583,226	73,998	12.7
Operating income margin	**19.4 %**	19.0 %		40 bps
Net income	**$ 466,379**	$ 434,957	31,422	7.2
EPS	**$ 0.96**	$ 0.89	0.07	7.9
Net cash provided by operating activities	**$ 607,653**	$ 528,366	79,287	15.0
Non-GAAP Metrics				
Adjusted operating income [2]	**$ 675,126**	$ 604,217	70,909	11.7
Adjusted operating margin [2]	**19.9 %**	19.7 %		20 bps
Adjusted net income [2]	**$ 479,190**	$ 434,142	45,048	10.4
Adjusted EPS [2]	**$ 0.99**	$ 0.89	0.10	11.2
Adjusted EBITDA [2]	**$ 771,493**	$ 691,322	80,171	11.6
Adjusted EBITDA margin [2]	**22.8 %**	22.5 %		30 bps
Free cash flow [2]	**$ 580,081**	$ 495,901	84,180	17.0

[1] Exclusive of depreciation and amortization

[2] Amounts are non-GAAP financial measures. See "Non-GAAP Financial Measures" below for a discussion of non-GAAP financial metrics including a reconciliation to the most directly comparable GAAP measure.

The following table presents financial information, including our significant expense categories, for the twelve months ended December 31, 2024 and 2023:

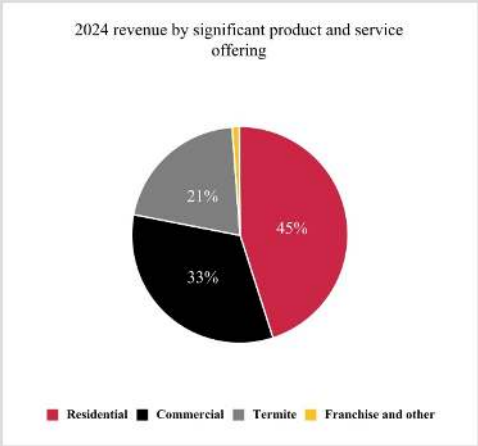
(in thousands)	Twelve Months Ended December 31,			
	2024		2023	
	$	% of Revenue	$	% of Revenue
Revenue	**$ 3,388,708**	**100.0 %**	$ 3,073,278	100.0 %
Less:				
Cost of services provided (exclusive of depreciation and amortization below):				
Employee expenses	**1,048,992**	**31.0 %**	953,600	31.0 %
Materials and supplies	**212,296**	**6.3 %**	197,825	6.4 %
Insurance and claims	**68,326**	**2.0 %**	60,390	2.0 %
Fleet expenses	**131,898**	**3.9 %**	127,390	4.1 %
Other cost of services provided [1]	**141,685**	**4.2 %**	130,666	4.3 %
Total cost of services provided (exclusive of depreciation and amortization below)	**1,603,197**	**47.3 %**	1,469,871	47.8 %
Sales, general and administrative:				
Selling and marketing expenses	**427,916**	**12.6 %**	375,805	12.2 %
Administrative employee expenses	**313,814**	**9.3 %**	291,772	9.5 %
Insurance and claims	**41,434**	**1.2 %**	37,946	1.2 %
Fleet expenses	**33,580**	**1.0 %**	31,415	1.0 %
Other sales, general and administrative [2]	**198,323**	**5.9 %**	178,295	5.8 %
Total sales, general and administrative	**1,015,067**	**30.0 %**	915,233	29.8 %
Restructuring costs	**—**	**— %**	5,196	0.2 %
Depreciation and amortization	**113,220**	**3.3 %**	99,752	3.2 %
Interest expense, net	**27,677**	**0.8 %**	19,055	0.6 %
Other income, net	**(683)**	**— %**	(22,086)	(0.7)%
Income tax expense	**163,851**	**4.8 %**	151,300	4.9 %
Net income	**$ 466,379**	**13.8 %**	$ 434,957	14.2 %

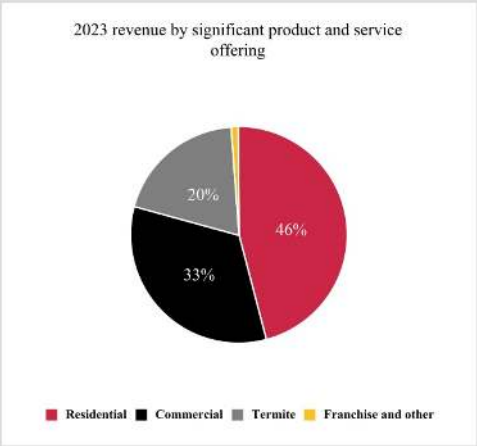
[1] Other cost of services provided includes facilities costs, professional services, maintenance and repairs, software license costs, and other expenses directly related to providing services.

[2] Other sales, general and administrative includes facilities costs, professional services, maintenance and repairs, software license costs, bad debt expense, and other administrative expenses.

Revenues

The following presents a summary of revenues by service offering:





Revenues for the year ended December 31, 2024 were $3.4 billion, an increase of $315.4 million, or 10.3%, from 2023 revenues of $3.1 billion. The increase in revenues was driven by demand from our customers that remained strong throughout the year across all major service offerings. Comparing 2024 to 2023, organic revenue* growth was 7.9% with acquisitions adding 3.1% during the year, offset by divestitures of 0.7%. Residential pest control revenue increased approximately 9%, commercial pest control revenue increased approximately 10% and termite and ancillary services grew approximately 14% including both organic and acquisition-related growth in each area. Organic revenue* growth was strong across our service offerings, growing over 5% in residential, over 8% in commercial, and over 12% in termite and ancillary activity. The Company's foreign operations accounted for approximately 7% of total revenues for the years ended December 31, 2024 and 2023.

*Amounts are non-GAAP financial measures. See the schedules below for definitions and a discussion of non-GAAP financial metrics, including a reconciliation to the most directly comparable GAAP measure.

Gross Profit (exclusive of Depreciation and Amortization)

Gross profit for the twelve months ended December 31, 2024 was $1.8 billion, an increase of $182.1 million, or 11.4%, compared to $1.6 billion for the year ended December 31, 2023. Gross margin improved 50 basis points to 52.7% in 2024 compared to 52.2% in 2023, as pricing more than offset inflationary pressures. We saw 20 basis points of leverage in fleet and 10 basis points of leverage in materials and supplies, while employee expenses and insurance and claims were flat as a percentage of revenue.

Sales, General and Administrative

For the twelve months ended December 31, 2024, sales, general and administrative (SG&A) expenses increased $99.8 million, or 10.9%, compared to the twelve months ended December 31, 2023. The increase is driven by expenses associated with growth initiatives aimed at capitalizing on the health of our underlying markets.

As a percentage of revenue, SG&A increased 20 basis points to 30.0% in 2024 versus 29.8% in 2023. Selling and marketing costs have increased 40 basis points as we continue to invest in growth initiatives. This was partially offset by 20 basis points of leverage associated with lower administrative costs.

Restructuring Costs

For the twelve months ended December 31, 2024, restructuring costs decreased by $5.2 million. During the twelve months ended December 31, 2023, we executed a restructuring program to modernize our workforce. No such costs were incurred during the twelve months ended December 31, 2024.

Depreciation and Amortization

For the twelve months ended December 31, 2024, depreciation and amortization increased $13.5 million, or 13.5%, compared to the twelve months ended December 31, 2023. The increase was primarily due to higher amortization of intangible assets from acquisitions, most notably from a full year of acquisition costs of FPC Holdings, LLC ("Fox Pest Control", or "Fox").

Operating Income

For the twelve months ended December 31, 2024, operating income increased $74.0 million or 12.7% compared to the prior year. As a percentage of revenue, operating income increased to 19.4% from 19.0% in the prior year. The improvement in operating income as a percentage of revenue is primarily driven by the improvement in gross profit discussed previously.

Interest Expense, Net

During the twelve months ended December 31, 2024, interest expense, net increased $8.6 million compared to the prior year, due to the increase in the average debt balance associated primarily with the share repurchase completed in the third quarter of 2023 and the acquisition of Fox in the second quarter of 2023. This was partially offset by a lower average effective interest rate in 2024 compared to 2023.

Other Income, Net

During the twelve months ended December 31, 2024, other income, net decreased $21.4 million primarily due to the Company recognizing a $15.5 million gain on the sale of certain businesses during 2023, with no such gain on sale during 2024, and lower gains on sales of non-operational assets.

Income Taxes

The Company’s effective tax rate was 26.0% in 2024 compared to 25.8% in 2023. The 2024 rate was negatively impacted by higher state income taxes and foreign income taxes compared to 2023.

General Commentary

Our team delivered a strong finish to the 2024 fiscal year, exceeding our own revenue expectations and delivering healthy earnings growth for the full year. As we look to 2025, demand for our services is solid and our pipeline for acquisitions is robust. We invested meaningfully in our business throughout 2024, which helped accelerate the organic revenue growth* rate in the third and fourth quarter of the year. We are capitalizing on this momentum as we start 2025, while remaining focused on continuous improvement initiatives to enhance profitability across our business.

We saw strong full year growth in revenue, cash flow and earnings in 2024. We delivered double-digit revenue and operating cash flow growth, as well as a 40 basis point improvement in operating margins. Growth investments and pressure from developments on legacy auto claims that materialized in December of 2024 impacted our incremental adjusted EBITDA margin* for the year. Additionally, we continued to execute a balanced capital allocation program enabled by compounding operating cash flow and a strong balance sheet.

*Amounts are non-GAAP financial measures. See the schedules below for definitions and a discussion of non-GAAP financial metrics, including a reconciliation to the most directly comparable GAAP measure.

2025 Outlook

For 2025, the Company anticipates:

- The underlying health of core pest control markets, as well as Rollins' ongoing commitment to operational execution, should support another year of strong organic revenue growth*, further complemented by a strategic and disciplined approach to acquisitions. We continue to target 7-8 percent organic revenue growth* and a contribution of 2-3 percent from acquisitions.

- A focus on pricing, ongoing modernization efforts, and a culture of continuous improvement should support healthy incremental adjusted EBITDA margins*. While we expect incremental margins to be healthy, we do expect a more challenging first half of 2025 relative to the first half of 2024.

- Compounding operating cash flow and strong balance sheet should continue to enable a balanced capital allocation strategy.

*Amounts are non-GAAP financial measures. See the schedules below for definitions and a discussion of non-GAAP financial metrics, including a reconciliation to the most directly comparable GAAP measure.

Non-GAAP Financial Measures

Reconciliation of GAAP and non-GAAP Financial Measures

A non-GAAP financial measure is a numerical measure of financial performance, financial position, or cash flows that either 1) excludes amounts, or is subject to adjustments that have the effect of excluding amounts, that are included in the most directly comparable measure calculated and presented in accordance with GAAP in the statement of operations, balance sheet or statement of cash flows, or 2) includes amounts, or is subject to adjustments that have the effect of including amounts, that are excluded from the most directly comparable measure so calculated and presented.

These measures should not be considered in isolation or as a substitute for revenues, net income, earnings per share or other performance measures prepared in accordance with GAAP. Management believes all of these non-GAAP financial measures are useful to provide investors with information about current trends in, and period-over-period comparisons of, the Company's results of operations. An analysis of any non-GAAP financial measure should be used in conjunction with results presented in accordance with GAAP.

The Company has used the following non-GAAP financial measures in this Form 10-K:

Organic revenues

Organic revenues are calculated as revenues less the revenues from acquisitions completed within the prior 12 months and excluding the revenues from divested businesses. Acquisition revenues are based on the trailing 12-month revenue of our acquired entities. Management uses organic revenues, and organic revenues by type to compare revenues over various periods excluding the impact of acquisitions and divestitures.

Adjusted operating income and adjusted operating margin

Adjusted operating income and adjusted operating margin are calculated by adding back to net income those expenses resulting from the amortization of certain intangible assets, adjustments to the fair value of contingent consideration resulting from the acquisition of Fox, and restructuring costs related to restructuring and workforce reduction plans. Adjusted operating margin is calculated as adjusted operating income divided by revenues. Management uses adjusted operating income and adjusted operating margin as measures of operating performance because these measures allow the Company to compare performance consistently over various periods.

Adjusted net income and adjusted EPS

Adjusted net income and adjusted EPS are calculated by adding back to the GAAP measures amortization of certain intangible assets, adjustments to the fair value of contingent consideration resulting from the acquisition of Fox Pest Control, and restructuring costs related to restructuring and workforce reduction plans, and excluding gains and losses on the sale of non-operational assets and gains on the sale of businesses, and by further subtracting the tax impact of those expenses, gains, or losses. Management uses adjusted net income and adjusted EPS as measures of operating performance because these measures allow the Company to compare performance consistently over various periods.

EBITDA, EBITDA margin, adjusted EBITDA, adjusted EBITDA margin, incremental EBITDA margin and adjusted incremental EBITDA margin

EBITDA is calculated by adding back to net income depreciation and amortization, interest expense, net, and provision for income taxes. EBITDA margin is calculated as EBITDA divided by revenues. Adjusted EBITDA and adjusted EBITDA margin are calculated by further adding back those expenses resulting from the adjustments to the fair value of contingent consideration resulting from the acquisition of Fox, restructuring costs related to restructuring and workforce reduction plans, and excluding gains and losses on the sale of non-operational assets and gains on the sale of businesses. Management uses EBITDA, EBITDA margin, adjusted EBITDA and adjusted EBITDA margin as measures of operating performance because these measures allow the Company to compare performance consistently over various periods. Incremental EBITDA margin is calculated as the change in EBITDA divided by the change in revenue. Management uses incremental EBITDA margin as a measure of operating performance because this measure allows the Company to compare performance consistently over various periods. Adjusted incremental EBITDA margin is calculated as the change in adjusted EBITDA divided by the change in revenue. Management uses adjusted incremental EBITDA margin as a measure of operating performance because this measure allows the Company to compare performance consistently over various periods.

Free cash flow and free cash flow conversion

Free cash flow is calculated by subtracting capital expenditures from cash provided by operating activities. Management uses free cash flow to demonstrate the Company's ability to maintain its asset base and generate future cash flows from operations. Free cash flow conversion is calculated as free cash flow divided by net income. Management uses free cash flow conversion to demonstrate how much net income is converted into cash. Management believes that free cash flow is an important financial measure for use in evaluating the Company's liquidity. Free cash flow should be considered in addition to, rather than as a substitute for, net cash provided by operating activities as a measure of our liquidity. Additionally, the Company's definition of free cash flow is limited, in that it does not represent residual cash flows available for discretionary expenditures, due to the fact that the measure does not deduct the payments required for debt service and other contractual obligations or payments made for business acquisitions. Therefore, management believes it is important to view free cash flow as a measure that provides supplemental information to our consolidated statements of cash flows.

Adjusted sales, general and administrative ("SG&A")

Adjusted SG&A is calculated by removing the adjustments to the fair value of contingent consideration resulting from the acquisition of Fox. Management uses adjusted SG&A to compare SG&A expenses consistently over various periods.

Leverage ratio

Leverage ratio, a financial valuation measure, is calculated by dividing adjusted net debt by adjusted EBITDAR. Adjusted net debt is calculated by adding operating lease liabilities to total long-term debt less a cash adjustment of 90% of total consolidated cash. Adjusted EBITDAR is calculated by adding back to net income depreciation and amortization, interest expense, net, provision for income taxes, operating lease cost, and stock-based compensation expense. Management uses leverage ratio as an assessment of overall liquidity, financial flexibility, and leverage.

	Twelve Months Ended December 31,		Variance	
	2024	2023	$	%
Reconciliation of Revenues to Organic Revenues				
Revenues	**$ 3,388,708**	$ 3,073,278	315,430	10.3
Revenues from acquisitions	**(95,517)**	—	(95,517)	3.1
Revenues of divestitures	**—**	(20,559)	20,559	(0.7)
Organic revenues	**$ 3,293,191**	$ 3,052,719	240,472	7.9
Reconciliation of Residential Revenues to Organic Residential Revenues				
Residential revenues	**$ 1,535,104**	$ 1,409,872	125,232	8.9
Residential revenues from acquisitions	**(62,799)**	—	(62,799)	4.5
Residential revenues of divestitures	**—**	(11,913)	11,913	(0.8)
Residential organic revenues	**$ 1,472,305**	$ 1,397,959	74,346	5.2
Reconciliation of Commercial Revenues to Organic Commercial Revenues				
Commercial revenues	**$ 1,125,964**	$ 1,024,176	101,788	9.9
Commercial revenues from acquisitions	**(24,460)**	—	(24,460)	2.4
Commercial revenues of divestitures	**—**	(8,646)	8,646	(0.8)
Commercial organic revenues	**$ 1,101,504**	$ 1,015,530	85,974	8.3
Reconciliation of Termite and Ancillary Revenues to Organic Termite and Ancillary Revenues				
Termite and ancillary revenues	**$ 688,186**	$ 605,533	82,653	13.6
Termite and ancillary revenues from acquisitions	**(8,258)**	—	(8,258)	1.4
Termite and ancillary organic revenues	**$ 679,928**	$ 605,533	74,395	12.2

	Twelve Months Ended December 31,		Variance	
	2024	2023	$	%
Reconciliation of Operating Income and Operating Income Margin to Adjusted Operating Income and Adjusted Operating Margin				
Operating income	**$ 657,224**	$ 583,226		
Fox acquisition-related expenses [1]	**17,902**	15,795		
Restructuring costs [2]	**—**	5,196		
Adjusted operating income	**$ 675,126**	$ 604,217	70,909	11.7
Revenues	**$ 3,388,708**	$ 3,073,278		
Operating income margin	**19.4 %**	19.0 %		
Adjusted operating margin	**19.9 %**	19.7 %		
Reconciliation of Net Income and EPS to Adjusted Net Income and Adjusted EPS [7]				
Net income	**$ 466,379**	$ 434,957		
Fox acquisition-related expenses [1]	**17,902**	15,795		
Restructuring costs [2]	**—**	5,196		
Loss (gain) on sale of assets, net [3]	**(683)**	(6,636)		
Gain on sale of businesses [4]	**—**	(15,450)		
Tax impact of adjustments [5]	**(4,408)**	280		
Adjusted net income	**$ 479,190**	$ 434,142	45,048	10.4
EPS - basic and diluted	**$ 0.96**	$ 0.89		
Fox acquisition-related expenses [1]	**0.04**	0.03		
Restructuring costs [2]	**—**	0.01		
Loss (gain) on sale of assets, net [3]	**—**	(0.01)		
Gain on sale of businesses [4]	**—**	(0.03)		
Tax impact of adjustments [5]	**(0.01)**	—		
Adjusted EPS - basic and diluted [6]	**$ 0.99**	$ 0.89	0.10	11.2
Weighted average shares outstanding - basic	**484,249**	489,949		
Weighted average shares outstanding - diluted	**484,295**	490,130		
Reconciliation of Net Income to EBITDA, Adjusted EBITDA, EBITDA Margin, Incremental EBITDA Margin, Adjusted EBITDA Margin, and Adjusted Incremental EBITDA Margin [7]				
Net income	**$ 466,379**	$ 434,957		
Depreciation and amortization	**113,220**	99,752		
Interest expense, net	**27,677**	19,055		
Provision for income taxes	**163,851**	151,300		
EBITDA	**771,127**	705,064	66,063	9.4
Fox acquisition-related expenses [1]	**$ 1,049**	$ 3,148		
Restructuring costs [2]	**—**	5,196		
Loss (gain) on sale of assets, net [3]	**(683)**	(6,636)		
Gain on sale of businesses [4]	**—**	(15,450)		
Adjusted EBITDA	**$ 771,493**	$ 691,322	80,171	11.6
Revenues	**$ 3,388,708**	$ 3,073,278		
EBITDA margin	**22.8 %**	22.9 %		
Incremental EBITDA margin			20.9 %	
Adjusted EBITDA margin	**22.8 %**	22.5 %		
Adjusted incremental EBITDA margin			25.4 %	
Reconciliation of Net Cash Provided by Operating Activities to Free Cash Flow and Free Cash Flow Conversion				
Net cash provided by operating activities	**$ 607,653**	528,366		
Capital expenditures	**$ (27,572)**	$ (32,465)		
Free cash flow	**$ 580,081**	$ 495,901	84,180	17.0
Free cash flow conversion	**124.4 %**	114.0 %		

	Twelve Months Ended December 31,	
	2024	2023
Reconciliation of SG&A to Adjusted SG&A		
SG&A	**$ 1,015,067**	$ 915,233
Fox acquisition-related expenses [1]	**1,049**	3,148
Adjusted SG&A	**$ 1,014,018**	$ 912,085
Revenues	**$ 3,388,708**	$ 3,073,278
Adjusted SG&A as a % of revenues	**29.9 %**	29.7 %

	Twelve Months Ended December 31,	
	2024	2023
Reconciliation of Long-term Debt and Net Income to Leverage Ratio		
Long-term debt [8]	**$ 397,000**	$ 493,000
Operating lease liabilities [9]	**417,218**	325,572
Cash adjustment [10]	**(80,667)**	(93,443)
Adjusted net debt	**$ 733,551**	$ 725,129
Net income	**$ 466,379**	$ 434,957
Depreciation and amortization	**113,220**	99,752
Interest expense, net	**27,677**	19,055
Provision for income taxes	**163,851**	151,300
Operating lease cost [11]	**133,420**	110,627
Stock-based compensation expense	**29,984**	24,605
Adjusted EBITDAR	**$ 934,531**	$ 840,296
Leverage ratio	**0.8x**	0.9x

(1) Consists of expenses resulting from the amortization of certain intangible assets and adjustments to the fair value of contingent consideration resulting from the acquisition of Fox Pest Control. While we exclude such expenses in this non-GAAP measure, such expenses are expected to recur, the revenue from the acquired company is reflected in this non-GAAP measure and the acquired assets contribute to revenue generation.

(2) Restructuring costs consist of costs primarily related to severance and benefits paid to employees pursuant to restructuring and workforce reduction plans.

(3) Consists of the gain or loss on the sale of non-operational assets.

(4) Represents the gain on the sale of certain non-core businesses.

(5) The tax effect of the adjustments is calculated using the applicable statutory tax rates for the respective periods.

(6) In some cases, the sum of the individual EPS amounts may not equal total non-GAAP EPS calculations due to rounding.

(7) In 2024, we revised the non-GAAP metrics adjusted net income, adjusted EPS, and adjusted EBITDA to exclude gains and losses related to non-operational asset sales. These measures are of operating performance and we believe excluding the gains and losses on non-operational assets allows us to better compare our operating performance consistently over various periods. As a result, these measures may not be comparable to the corresponding measures disclosed in prior years.

(8) As of December 31, 2024 and December 31, 2023, the Company had outstanding borrowings of $ 397.0 million and $ 493.0 million, respectively, under the Credit Facility. Borrowings under the Credit Facility are presented under the long-term debt caption of our consolidated balance sheet, net of $ 1.7 million and $ 2.2 million in unamortized debt issuance costs as of December 31, 2024 and December 31, 2023, respectively.

(9) Operating lease liabilities are presented under the operating lease liabilities - current and operating lease liabilities, less current portion captions of our consolidated balance sheet.

(10) Represents 90% of cash and cash equivalents per our consolidated balance sheet as of both periods presented.

(11) Operating lease cost excludes short-term lease cost associated with leases that have a duration of 12 months or less.

Liquidity and Capital Resources

Cash and Cash Flow

The Company's $89.6 million of total cash at December 31, 2024 is held at various banking institutions. Approximately $48.5 million is held in cash by foreign subsidiaries and the remaining $41.1 million is held at domestic banks.

We intend to continue to grow the business in the international markets where we have a presence. As it relates to our unremitted earnings in foreign jurisdictions, we assert that foreign cash earnings in excess of working capital and cash needed for strategic investments and acquisitions are not intended to be indefinitely reinvested offshore.

On February 24, 2023, the Company entered into a revolving credit agreement with, among others, JPMorgan Chase Bank, N.A. ("JPMorgan Chase"), as administrative agent (in such capacity, the "Administrative Agent"), which refinanced its previous credit facility.

The Credit Agreement provides for a $1.0 billion revolving Credit Facility, which may be denominated in U.S. Dollars and other currencies, including Euros, Australian Dollars, Canadian Dollars, New Zealand Dollars, Pounds Sterling and Japanese Yen, subject to a $400 million foreign currency sublimit. Rollins has the ability to expand its borrowing availability under the Credit Agreement in the form of increased revolving commitments or one or more tranches of term loans by up to an additional $750 million, subject to the agreement of the participating lenders and certain other customary conditions. The maturity date of the loans under the Credit Agreement is February 24, 2028. Refer to Note 10, Debt to the accompanying financial statements for further details.

As of December 31, 2024, the Company had outstanding borrowings of $397.0 million under the Credit Facility. The aggregate effective interest rate on the debt outstanding as of December 31, 2024 was 5.5%. As of December 31, 2023, the Company had outstanding borrowings of $493.0 million under the Credit Facility. The aggregate effective interest rate on the debt outstanding as of December 31, 2023 was 6.5%. The Company is in compliance with applicable financial debt covenants as of December 31, 2024.

The Company maintains $72.0 million in letters of credit as of December 31, 2024. These letters of credit are required by the Company's insurance companies, due to the Company's high deductible insurance program, to secure various workers' compensation and casualty insurance contracts coverage and were increased from $71.7 million as of December 31, 2023. The Company believes that it has adequate liquid assets, funding sources and insurance accruals to accommodate potential future insurance claims.

The Company believes its current cash and cash equivalents balances, future cash flows expected to be generated from operating activities, available borrowings under its Credit Facility, access to debt financing based on our creditworthiness, and our newly announced $1 billion commercial paper program authorization, which is backstopped by our Credit Facility, will be sufficient to finance its current operations and obligations, and fund expansion of the business for the foreseeable future.

The following table sets forth a summary of our cash flows from operating, investing and financing activities for the year ended December 31, 2024 and 2023:

	Year Ended December 31,		Variance	
(in thousands)	**2024**	2023	**$**	%
Net cash provided by operating activities	**607,653**	528,366	79,287	15.0
Net cash used in investing activities	**(176,232)**	(372,895)	(196,663)	(52.7)
Net cash used in financing activities	**(440,708)**	(149,420)	291,288	194.9
Effect of exchange rate on cash	**(4,908)**	2,428	(7,336)	N/M
Net (decrease) increase in cash and cash equivalents	**$ (14,195)**	$ 8,479	(22,674)	N/M

N/M - calculation not meaningful

Cash Provided by Operating Activities

Cash from operating activities is the principal source of cash generation for our businesses. The most significant source of cash in our cash flow from operations is customer-related activities, the largest of which is collecting cash resulting from services sold. The most significant operating use of cash is to pay our suppliers, employees, and tax authorities. The Company's operating activities generated net cash of $607.7 million and $528.4 million for the twelve months ended December 31, 2024 and 2023, respectively. The $79.3 million increase was driven primarily by strong operating results and the timing of cash receipts and cash payments to vendors, employees, and tax and regulatory authorities.

The US Internal Revenue Service provided disaster relief to all State of Georgia taxpayers due to the impact of Hurricane Helene. Therefore, we did not make an estimated payment for US federal income tax purposes in the fourth quarter of 2024. That estimated tax payment of approximately $32.0 million is now due in the second quarter of 2025.

Cash Used in Investing Activities

The Company's investing activities used $176.2 million and $372.9 million for the twelve months ended December 31, 2024 and 2023, respectively. Cash paid for acquisitions totaled $157.5 million for the twelve months ended December 31, 2024, as compared to $366.9 million for the twelve months ended December 31, 2023, driven primarily by the acquisition of Fox in 2023. During 2024, the Company invested $27.6 million in capital expenditures, offset by $4.1 million in cash proceeds from the sale of assets, compared with $32.5 million of capital expenditures, $12.5 million in cash proceeds from asset sales, and $15.9 million in cash proceeds from the sale of businesses during 2023. The Company's investing activities were funded through existing cash balances, operating cash flows, and borrowings under the Credit Facility.

Cash Used in Financing Activities

Cash used in financing activities was $440.7 million and $149.4 million during the twelve months ended December 31, 2024 and 2023, respectively. A total of $298.0 million was paid in cash dividends ($0.62 per share) during the twelve months ended December 31, 2024, compared to $264.3 million in cash dividends paid ($0.54 per share) during the twelve months ended December 31, 2023. The Company made net repayments under its credit facility of $96.0 million during the twelve months ended December 31, 2024, compared to net borrowings of $438.0 million during 2023. During the twelve months ended December 31, 2024, the Company paid $39.8 million of contingent consideration, primarily related to the Fox acquisition, compared to $12.5 million during the twelve months ended December 31, 2023. In addition, during the twelve months ended December 31, 2023, the Company completed the repurchase of 8,724,100 of the shares of common stock from LOR, Inc ("LOR") for $300.0 million in conjunction with the Offering, as defined in our 2023 Annual Report on Form 10-K.

In 2012, the Company's Board of Directors authorized the purchase of up to 5 million shares of the Company's common stock. After adjustments for stock splits, the total authorized shares under the share repurchase program is 16.9 million shares. As of December 31, 2024, we have a remaining authorization of 11.4 million shares under the share repurchase program. The Company did not repurchase shares of its common stock on the open market during 2024 or 2023. The Company also withheld $11.6 million and $10.8 million of common stock for the twelve months ended December 31, 2024 and 2023, respectively, in connection with tax withholding obligations of its employees upon vesting of such employees' equity awards.

In addition, the Form S-3 shelf registration statement on file with the SEC registered $1.5 billion of the Company's common stock, preferred stock, debt securities, depository shares, warrants, rights, purchase contracts and units for future issuance. The Company may offer and sell some or all of such securities from time to time or through underwriters, brokers or dealers, directly to one or more other purchasers, through a block trade, through agents on a best-efforts basis, through a combination of any of the above methods of sale or through other types of transactions described in the Form S-3. The Company has not sold any such securities as of the date of this Form 10-K. Management is continually evaluating the Company's financial structure and the potential need or desirability of raising additional liquidity through the sale of debt or equity securities.

Litigation

For discussion on the Company's legal contingencies, see Note 12, Commitments and Contingencies to the accompanying financial statements, and Part I, Item 3, Legal Proceedings.

Contractual Commitments

We have material cash requirements for known contractual obligations and commitments in the form of operating leases and debt obligations. We expect to fund these obligations primarily through cash generated from our operations. Refer to Note 6, Leases and Note 10, Debt to the accompanying financial statements for further details.

Critical Accounting Estimates

The Company views critical accounting estimates to be those that are very important to the portrayal of our financial condition and results of operations, and that require management's most difficult, complex or subjective judgments. The circumstances that make these judgments difficult or complex relate to the need for management to make estimates about the effect of matters that are inherently uncertain. We believe our critical accounting estimate to be as follows:

Accrued Insurance—The Company retains, up to specified limits, certain risks related to U.S. general liability, workers' compensation and auto liability. Risks are managed through either high deductible insurance or, for Clark Pest Control only, a non-affiliated group captive insurance member arrangement. The estimated costs of existing and future claims under the retained loss program are accrued based upon historical trends as incidents occur, whether reported or unreported (although actual settlement of the claims may not be made until future periods) and may be subsequently revised based on developments relating to such claims. The group captive is subject to a third-party actuarial study retained by the captive manager, independent from the Company. For the high deductible insurance program, the Company contracts with an independent third-party actuary to provide the Company an estimated liability based upon historical claims information. The actuarial study is a major consideration in establishing the reserve, along with management's knowledge of changes in business practice and existing claims compared to current balances. Management's judgment is inherently subjective as a number of factors are outside management's knowledge and control. Additionally, historical information is not always an accurate indication of future events. The Company continues to be proactive in safety and risk management to develop and maintain ongoing programs to reduce and prevent incidents and claims. Initiatives that have been implemented include required pre-employment screening and ongoing motor vehicle record review for all drivers, post-offer physicals for new employees, pre-hire, random and post incident drug testing, driver training and post-injury nurse triage for work-related injuries. The accruals and reserves we hold are based on estimates that involve a degree of judgment and are inherently variable and could be overestimated or insufficient. If actual claims exceed our estimates, our operating results could be materially affected, and our ability to take timely corrective actions to limit future costs may be limited.

Recent Accounting Guidance and Other Policies and Estimates

See Note 1, Summary of Significant Accounting Policies to the accompanying financial statements (Part II, Item 8 of this Form 10-K) for further discussion.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

Market Risk

The Company is subject to interest rate risk exposure through borrowings on its $1.0 billion revolving credit facility (the "Credit Facility"). As of December 31, 2024, the Company had outstanding borrowings of $397.0 million under the Credit Facility. See Note 10, Debt to the accompanying financial statements for further details regarding debt. We do not believe that a one percent increase in interest rates, for example, would have a material effect on our results of operations or cash flows. The Company is also exposed to market risks arising from changes in foreign exchange rates. The Company believes that this foreign exchange rate risk will not have a material impact upon the Company's results of operations going forward.

Item 8. Financial Statements and Supplementary Data

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

To the Stockholders of Rollins, Inc.:

The management of Rollins, Inc. and subsidiaries is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. Rollins, Inc. maintains a system of internal accounting controls designed to provide reasonable assurance, at a reasonable cost, that assets are safeguarded against loss or unauthorized use and that the financial records are adequate and can be relied upon to produce financial statements in accordance with accounting principles generally accepted in the United States of America. The internal control system is augmented by written policies and procedures, an internal audit program and the selection and training of qualified personnel. This system includes policies that require adherence to ethical business standards and compliance with all applicable laws and regulations.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial and principal accounting officer, we conducted an evaluation of the effectiveness of the design and operation of internal controls over financial reporting as of December 31, 2024 based on criteria established in the 2013 Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management's assessment is that Rollins, Inc. maintained effective internal control over financial reporting as of December 31, 2024.

The independent registered public accounting firm, Deloitte & Touche LLP has audited the consolidated financial statements as of and for the year ended December 31, 2024, and has also issued their report on the effectiveness of the Company's internal control over financial reporting, included in this report on page 38.

/s/ Jerry E. Gahlhoff, Jr.	/s/ Kenneth D. Krause
Jerry E. Gahlhoff, Jr.	Kenneth D. Krause
President and Chief Executive Officer Principal Executive Officer	Executive Vice President and Chief Financial Officer Principal Financial Officer

Atlanta, Georgia
February 13, 2025

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Rollins, Inc.

Opinion on Internal Control over Financial Reporting
We have audited the internal control over financial reporting of Rollins, Inc. and subsidiaries (the "Company") as of December 31, 2024, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2024, of the Company and our report dated February 13, 2025, expressed an unqualified opinion on those financial statements.

Basis for Opinion
The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting
A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Atlanta, Georgia
February 13, 2025

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Rollins, Inc.

Opinion on the Financial Statements
We have audited the accompanying consolidated statements of financial position of Rollins, Inc. and subsidiaries (the "Company") as of December 31, 2024 and 2023, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows, for each of the two years in the period ended December 31, 2024, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 13, 2025, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion
These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters
Critical audit matters are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. We determined that there are no critical audit matters.

/s/ Deloitte & Touche LLP

Atlanta, Georgia
February 13, 2025

We have served as the Company's auditor since 2023.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
Rollins, Inc.

Opinion on the Financial Statements
We have audited the accompanying consolidated statement of financial position of Rollins, Inc. (a Delaware corporation) and subsidiaries (the “Company”) as of December 31, 2022 (not presented herein), the related consolidated statements of income, comprehensive income, stockholders’ equity, and cash flows for the year then ended, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 (not presented herein), and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion
These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ GRANT THORNTON LLP

We served as the Company's auditor from 2004 to 2023.

Atlanta, Georgia
February 16, 2023 (except for Note 19, as to which the date is February 13, 2025)

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
Rollins, Inc. and Subsidiaries
(in thousands except share information)

	December 31, 2024	December 31, 2023
ASSETS		
Cash and cash equivalents	**$ 89,630**	$ 103,825
Trade receivables, net of allowance for expected credit losses of $ 19,770 and $15,797, respectively	**196,081**	178,214
Financed receivables, short-term, net of allowance for expected credit losses of $ 2,536 and $1,874, respectively	**40,301**	37,025
Materials and supplies	**39,531**	33,383
Other current assets	**77,080**	54,192
Total current assets	**442,623**	406,639
Equipment and property, net of accumulated depreciation of $ 382,266 and $360,421, respectively	**124,839**	126,661
Goodwill	**1,161,085**	1,070,310
Customer contracts, net	**383,092**	386,152
Trademarks & tradenames, net	**149,895**	151,368
Other intangible assets, net	**8,602**	8,214
Operating lease right-of-use assets	**414,474**	323,390
Financed receivables, long-term, net of allowance for expected credit losses of $ 6,150 and $3,728, respectively	**89,932**	75,909
Other assets	**45,153**	46,817
Total assets	**$ 2,819,695**	$ 2,595,460
LIABILITIES		
Accounts payable	**$ 49,625**	$ 49,200
Accrued insurance – current	**54,840**	46,807
Accrued compensation and related liabilities	**122,869**	114,355
Unearned revenues	**180,851**	172,380
Operating lease liabilities – current	**121,319**	92,203
Other current liabilities	**115,658**	101,744
Total current liabilities	**645,162**	576,689
Accrued insurance, less current portion	**61,946**	48,060
Operating lease liabilities, less current portion	**295,899**	233,369
Long-term debt	**395,310**	490,776
Other long-term accrued liabilities	**90,785**	90,999
Total liabilities	**1,489,102**	1,439,893
Commitments and contingencies (see Note 12)		
STOCKHOLDERS' EQUITY		
Preferred stock, without par value; 500,000 shares authorized, zero shares issued	**—**	—
Common stock, par value $1 per share; 800,000,000 shares authorized, 484,372,303 and 484,080,014 shares issued and outstanding at December 31, 2024 and December 31, 2023, respectively	**484,372**	484,080
Additional paid-in capital	**155,205**	131,840
Accumulated other comprehensive loss	**(43,634)**	(26,755)
Retained earnings	**734,650**	566,402
Total stockholders' equity	**1,330,593**	1,155,567
Total liabilities and stockholders' equity	**$ 2,819,695**	$ 2,595,460

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF INCOME
Rollins, Inc. and Subsidiaries
(in thousands except per share information)

	Year Ended December 31,		
	2024	2023	2022
REVENUES			
Customer services	**$ 3,388,708**	$ 3,073,278	$ 2,695,823
COSTS AND EXPENSES			
Cost of services provided (exclusive of depreciation and amortization below)	**1,603,197**	1,469,871	1,308,399
Sales, general and administrative	**1,015,067**	915,233	802,710
Restructuring costs	**—**	5,196	—
Depreciation and amortization	**113,220**	99,752	91,326
Total operating expenses	**2,731,484**	2,490,052	2,202,435
OPERATING INCOME	**657,224**	583,226	493,388
Interest expense, net	**27,677**	19,055	2,638
Other income, net	**(683)**	(22,086)	(8,167)
CONSOLIDATED INCOME BEFORE INCOME TAXES	**630,230**	586,257	498,917
PROVISION FOR INCOME TAXES	**163,851**	151,300	130,318
NET INCOME	**$ 466,379**	$ 434,957	$ 368,599
NET INCOME PER SHARE - BASIC AND DILUTED	**$ 0.96**	$ 0.89	$ 0.75
Weighted average shares outstanding – basic	**484,249**	489,949	492,300
Weighted average shares outstanding – diluted	**484,295**	490,130	492,413
DIVIDENDS PAID PER SHARE	**$ 0.615**	$ 0.540	$ 0.430

The accompanying notes are an integral part of these consolidated financial statements

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Rollins, Inc. and Subsidiaries
(in thousands)

	Year Ended December 31,		
	2024	2023	2022
NET INCOME	**$ 466,379**	$ 434,957	$ 368,599
Other comprehensive income (loss), net of tax:			
Pension and other postretirement benefit plans	**—**	(215)	—
Foreign currency translation adjustments	**(17,025)**	4,816	(14,215)
Unrealized gain (loss) on available for sale securities	**146**	206	(936)
Other comprehensive (loss) income, net of tax	**(16,879)**	4,807	(15,151)
Comprehensive income	**$ 449,500**	$ 439,764	$ 353,448

The accompanying notes are an integral part of these consolidated financial statements

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
Rollins, Inc. and Subsidiaries
(in thousands)

	Common Stock		Additional Paid- In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total
	Shares	Amount				
Balance at December 31, 2021	**491,911**	**$ 491,911**	**$ 105,629**	**$ (16,411)**	**$ 530,088**	**$ 1,111,217**
Net income	—	—	—	—	368,599	368,599
Other comprehensive income						
Foreign currency translation adjustments	—	—		(14,215)	—	(14,215)
Unrealized losses on available for sale securities	—	—	—	(936)	—	(936)
Cash dividends	—	—	—	—	(211,618)	(211,618)
Stock compensation	765	765	20,450	—	—	21,215
Employee stock buybacks	(228)	(228)	(6,837)	—	—	(7,065)
Balance at December 31, 2022	**492,448**	**$ 492,448**	**$ 119,242**	**$ (31,562)**	**$ 687,069**	**$ 1,267,197**
Net income	—	—	—	—	434,957	434,957
Other comprehensive income						
Pension liability adjustment, net of tax	—	—	—	(215)	—	(215)
Foreign currency translation adjustments	—	—	—	4,816	—	4,816
Unrealized gains on available for sale securities	—	—	—	206	—	206
Cash dividends	—	—	—	—	(264,348)	(264,348)
Stock compensation	630	630	25,929	—	—	26,559
Employee stock buybacks	(274)	(274)	(10,532)	—	—	(10,806)
Repurchase and retirement of common stock, including excise tax	(8,724)	(8,724)	(2,799)	—	(291,276)	(302,799)
Balance at December 31, 2023	**484,080**	**$ 484,080**	**$ 131,840**	**$ (26,755)**	**$ 566,402**	**$ 1,155,567**
Net income	—	—	—	—	466,379	466,379
Other comprehensive income						
Foreign currency translation adjustments	—	—	—	(17,025)	—	(17,025)
Unrealized gains on available for sale securities	—	—	—	146	—	146
Cash dividends	—	—	—	—	(298,131)	(298,131)
Stock compensation	562	562	34,701	—	—	35,263
Employee stock buybacks	(270)	(270)	(11,336)	—	—	(11,606)
Balance at December 31, 2024	**484,372**	**$ 484,372**	**$ 155,205**	**$ (43,634)**	**$ 734,650**	**$ 1,330,593**

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS
Rollins, Inc. and Subsidiaries
(in thousands)

	2024	2023	2022
OPERATING ACTIVITIES			
Net income	**$ 466,379**	$ 434,957	$ 368,599
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	**113,220**	99,752	91,326
Stock-based compensation expense	**29,984**	24,605	21,215
Provision for expected credit losses	**34,026**	26,860	19,441
Gain on sale of assets, net	**(1,492)**	(6,635)	(8,167)
Gain on sale of businesses, net	**—**	(15,450)	—
(Benefit) provision for deferred income taxes	**(10,336)**	(7,644)	1,595
Changes in operating assets and liabilities:			
Trade accounts receivable	**(49,351)**	(45,874)	(34,003)
Financed receivables	**(17,299)**	(15,794)	(23,891)
Materials and supplies	**(5,874)**	(4,279)	(540)
Other current assets	**(24,964)**	(16,126)	5,836
Accounts payable and accrued expenses	**47,670**	43,407	304
Unearned revenue	**7,470**	6,777	10,400
Other long-term assets and liabilities	**18,220**	3,810	13,815
Net cash provided by operating activities	**607,653**	528,366	465,930
INVESTING ACTIVITIES			
Acquisitions, net of cash acquired	**(157,471)**	(366,854)	(119,188)
Capital expenditures	**(27,572)**	(32,465)	(30,628)
Proceeds from sale of assets	**4,070**	12,489	14,597
Proceeds from sale of businesses	**—**	15,903	—
Other investing activities, net	**4,741**	(1,968)	1,078
Net cash (used in) investing activities	**(176,232)**	(372,895)	(134,141)
FINANCING ACTIVITIES			
Payment of contingent consideration	**(39,754)**	(12,489)	(17,334)
Borrowings under term loan	**—**	—	252,000
Borrowings under revolving commitment	**476,000**	1,070,000	43,000
Repayments of term loan	**—**	(55,000)	(245,000)
Repayments of revolving commitment	**(572,000)**	(577,000)	(150,000)
Payment of dividends	**(297,989)**	(264,348)	(211,618)
Cash paid for common stock purchased	**(11,606)**	(315,013)	(7,065)
Other financing activities, net	**4,641**	4,430	—
Net cash (used in) financing activities	**(440,708)**	(149,420)	(336,017)
Effect of exchange rate changes on cash	**(4,908)**	2,428	(5,727)
Net (decrease) increase in cash and cash equivalents	**(14,195)**	8,479	(9,955)
Cash and cash equivalents at beginning of period	**103,825**	95,346	105,301
Cash and cash equivalents at end of period	**$ 89,630**	$ 103,825	$ 95,346
Supplemental disclosure of cash flow information:			
Cash paid for interest	**$ 32,559**	$ 19,239	$ 4,162
Cash paid for income taxes, net	**$ 145,638**	$ 159,154	$ 119,573
Non-cash additions to operating lease right-of-use assets	**$ 210,282**	$ 146,558	$ 122,149

The accompanying notes are an integral part of these consolidated financial statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years ended December 31, 2024 2023, and 2022, Rollins, Inc. and Subsidiaries

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Description—Rollins, Inc. (“Rollins,” “we,” “us,” “our,” or the “Company”), is an international services company headquartered in Atlanta, Georgia that provides pest and termite control services to both residential and commercial customers through its wholly-owned subsidiaries and independent franchises in the United States ("U.S."), Canada, Australia, Europe, and Asia with international franchises in Canada, Central and South America, the Caribbean, Europe, the Middle East, Asia, Africa, and Australia.

Principles of Consolidation—The Company’s Consolidated Financial Statements include the accounts of Rollins, Inc. and the Company’s wholly-owned subsidiaries and have been prepared in accordance with accounting principles generally accepted in the U.S. (“GAAP”). The Company does not consolidate the financial statements of any company in which it does not have a controlling financial interest. The Company is not the primary beneficiary of, nor does it have a controlling financial interest in, any variable interest entity. Accordingly, the Company has not consolidated any variable interest entity. All material intercompany accounts and transactions have been eliminated.

Segment Reporting—During 2024, we reorganized our operational leadership and management reporting structure. As a result of the reorganization, we reevaluated our segment reporting and determined that we have three operating segments and three goodwill reporting units. We continue to operate under one reportable segment which contains our residential, commercial, and termite service offerings.

Subsequent Events—The Company evaluates its financial statements through the date the financial statements are issued. Refer to Note 20, Subsequent Events for further details.

Use of Estimates—The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, revenue and expenses and certain financial statement disclosures. Estimates and assumptions are used for, but not limited to, accrued insurance, revenue recognition, right-of-use ("ROU") asset and liability valuations, accounts and financed receivable reserves, inventory (materials and supplies) valuation, employee benefit plans, income tax contingency accruals and valuation allowances, contingency accruals, goodwill and other intangible asset valuations. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, actual results may ultimately differ from these estimates and assumptions. In the opinion of management, all adjustments necessary for a fair presentation of the Company’s financial results for the year have been made. These adjustments are of a normal recurring nature. The results of operations for the year ended December 31, 2024 are not necessarily indicative of results for future years.

Revenue Recognition—The Company’s revenue recognition policy is to recognize revenue upon transfer of control of promised products and services to customers in an amount that reflects the consideration we expect to receive in exchange for those products or services. We enter into contracts that can include various combinations of products and services, each of which are distinct and accounted for as separate performance obligations. Revenue is recognized net of allowances for returns and any taxes collected from customers, which are subsequently remitted to governmental authorities.

Nature of Goods and Services and Performance Obligations

The Company contracts with its customers to provide the following goods and services, each of which is a distinct performance obligation:

Pest control services - Rollins provides pest control services to protect residential and commercial properties from common pests, including rodents and insects. Pest control generally consists of assessing a customer’s property for conditions that invite pests, addressing current infestations, and stopping the life cycle to prevent future invaders. Revenue from pest control services is recognized as services are rendered.

The Company’s revenue recognition policies are designed to recognize revenues upon satisfaction of the performance obligation at the time services are performed. Residential and commercial pest control services are primarily recurring in nature on a monthly, bi-monthly or quarterly basis, while certain types of commercial customers may receive multiple treatments within a given month. In general, pest control customers sign an initial one-year contract, and revenues are

recognized at the time services are performed. The Company defers recognition of advance payments and recognizes the revenue as the services are rendered. The Company classifies discounts related to the advance payments as a reduction in revenues.

Termite control services - Rollins provides a variety of termite protection services. Termite protection programs include liquid treatments, wet and dry foam applications, termite baiting and wood treatments. Revenue from initial termite treatment services is recognized as services are provided.

Maintenance/monitoring/inspection - In connection with the initial service offerings, Rollins provides recurring maintenance, monitoring or inspection services to help protect customers' property from any future sign of termite activities after the original treatment. This recurring service is a service-type warranty under ASC 606, *"Revenue from Contracts with Customers,"* as it is routinely sold and purchased separately from the initial treatment services and is typically purchased or renewed annually.

Termite baiting revenues are recognized based on the transfer of control of the individual units of accounting. At the inception of a new baiting services contract, upon quality control review of the installation, the Company recognizes revenue for the installation of the monitoring stations, initial directed liquid termiticide treatment and servicing of the monitoring stations. A portion of the contract amount is deferred for the undelivered monitoring performance obligation. This portion is recognized as income on a straight-line basis over the remaining contract term, which results in recognition of revenue that depicts the Company's performance in transferring control of the service. The allocation of the transaction price to the two deliverables is based on the relative stand-alone selling price. There are no contingencies related to the delivery of additional items or meeting other specified performance conditions. Baiting renewal revenue is deferred and recognized over the annual contract period on a straight-line basis that depicts the Company's performance in transferring control of the service.

Revenue received for conventional termite renewals is deferred and recognized on a straight-line basis over the remaining contract term that depicts the Company's performance in transferring control of the service, and the cost of reinspections, reapplications and repairs and associated labor and chemicals are expensed as incurred. For outstanding claims, an estimate is made of the costs to be incurred (including legal costs) based upon current factors and historical information. The performance of reinspections tends to be close to the contract renewal date, and while reapplications and repairs involve an insubstantial number of the contracts, these costs are incurred over the contract term. As the revenue is being deferred, the future cost of reinspections, reapplications and repairs and associated labor and chemicals applicable to the deferred revenue are expensed as incurred. The Company accrues for known claims. The costs of providing termite services upon renewal are compared to the expected revenue to be received and a provision is made for any expected losses.

Miscellaneous services - In certain agreements with customers, Rollins may offer other miscellaneous services, including restroom cleaning (eliminating foul odors, grease and grime which could attract pests) and training (seminars covering good manufacturing practices and product stewardship). Revenue from miscellaneous services is recognized when services are provided.

Contract Balances

Timing of revenue recognition may differ from the timing of invoicing to customers. We record unearned revenue when revenue is recognized subsequent to billing. Unearned revenue mainly relates to the Company's termite baiting offering, conventional renewals, and year-in-advance pest control services for which we have been paid in advance and earn the revenue when we transfer control of the product or perform the service. For multi-year agreements, we generally invoice customers annually at the beginning of each annual coverage period. Refer to Note 3, Revenue for further information, including changes in unearned revenue for the year.

The Company extends terms to certain customers on higher dollar termite and ancillary work, as well as to certain franchisees for initial funding on the sale of franchises. These financed receivables are segregated from our trade receivables.

Payment terms and conditions vary by contract type, although terms generally include a requirement of payment within 30 to 60 days. In instances where the timing of revenue recognition differs from the timing of invoicing, we have determined our contracts generally do not include a significant financing component. The primary purpose of our invoicing terms is to provide customers with simplified and predictable ways of purchasing our products and services, not to receive financing from our customers or to provide customers with financing.

Incremental Costs of Obtaining a Contract with a Customer

Incremental costs of obtaining a contract include only those costs that we incur to obtain a contract that we would not have incurred if the contract had not been obtained, primarily sales commissions. These costs are considered incremental costs to obtain a contract and are, therefore, recognized as an asset and amortized to expense over the life of the contract to the extent such costs are expected to be recovered. Capitalized costs of obtaining a contract are recorded within other current assets and other assets on our consolidated statements of financial position. Amortization of capitalized costs is recorded within sales, general and administrative expense on our consolidated statements of income.

Practical Expedients and Exemptions

In certain cases, we expense sales commissions when incurred because the amortization period would have been one year or less. These costs are recorded within selling, general and administrative expenses in our consolidated statements of income.

We do not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less and (ii) contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed.

Allowance for Expected Credit Losses—The Company maintains an allowance for expected credit losses based on the expected collectability of accounts receivable. Management uses historical collection results as well as accounts receivable aging in order to determine the expected collectability of accounts receivable. Substantially all of the Company's receivables are due from pest control and termite services in the United States and select international locations. The Company's allowance for expected credit losses is determined using a combination of factors. The Company's established credit evaluation procedures seek to minimize the amount of business we conduct with higher risk customers. Provisions for expected credit losses are recorded in selling, general and administrative expenses. Accounts are written off against the allowance for expected credit losses when the Company determines that amounts are uncollectible, and recoveries of amounts previously written off are recorded when collected. Significant recoveries will generally reduce the required provision in the period of recovery. Therefore, the provision for expected credit losses can fluctuate from period to period. We record specific provisions when we become aware of a customer's inability to meet its financial obligations to us, such as in the case of bankruptcy filings or deterioration in the customer's operating results or financial position. If circumstances related to customers change, our estimates of the realizability of receivables would be further adjusted, either upward or downward.

Advertising—Advertising costs are charged to sales, general and administrative expense during the period in which they are incurred.

Years ended December 31, (in thousands)	**2024**	2023	2022
Advertising	**$ 119,573**	$ 115,987	$ 102,959

Cash and Cash Equivalents—The Company considers all investments with an original maturity of three months or less when purchased to be cash equivalents.

The Company's $89.6 million of total cash at December 31, 2024 is held at various banking institutions. Approximately $48.5 million is held in cash by foreign subsidiaries and the remaining $41.1 million is held at domestic banks. The Company has not incurred any losses in these accounts.

At December 31, (in thousands)	**2024**	2023
Cash held in foreign bank accounts	**$ 48,504**	$ 52,141

Rollins maintains adequate liquidity and capital resources, without regard to its foreign deposits, that are directed to finance domestic operations and obligations and to fund expansion of its business for the foreseeable future.

Marketable Securities—From time to time, the Company maintains investments held by various financial institutions. The Company's investment policy does not allow investment in any securities rated less than "investment grade" by national rating services.

Management determines the appropriate classification of debt securities at the time of purchase and re-evaluates such designations as of each balance sheet date. Debt securities are classified as available-for-sale because the Company does not have the intent to hold the securities to maturity. Available-for-sale securities are stated at their fair values, with the unrealized gains and losses reported in other comprehensive income.

The Company had no other marketable securities other than those held in the defined benefit pension plan and the non-qualified deferred compensation plan at December 31, 2024 and 2023. See Note 11 for further details.

Materials and Supplies—Materials and supplies are stated at the lower of cost or net realizable value. Cost is determined on the first-in, first-out method.

Other Current Assets—Other current assets include prepaid expenses, the current portion of capitalized costs to obtain a contract, divestiture receivables and an international bond investment.

Cloud Computing Costs—The Company capitalizes software license fees and implementation costs associated with cloud hosting arrangements that are service contracts. These amounts are included in other current assets and other assets in the accompanying balance sheets. Amortization of the software license fees is calculated using the straight-line method over the term of the service contract. Amortization of the implementation costs is calculated using the straight-line method based on the term of the service contract or based on the expected utilization of the asset and commences once the module or component is ready for its intended use.

Income Taxes—The Company provides for income taxes based on FASB ASC topic 740 *"Income Taxes,"* which requires recognition of deferred tax liabilities and assets for the expected future tax consequences of events that have been included in the consolidated financial statements or tax returns. The Company provides an allowance for deferred tax assets when it determines that it is more likely than not that the deferred tax assets will not be utilized. The Company establishes additional provisions for income taxes when, despite the belief that tax positions are fully supportable, there remain certain positions that do not meet the minimum probability threshold. The Company's policy is to record interest and penalties related to income tax matters in income tax expense.

Equipment and Property—Equipment and property are stated at cost, net of accumulated depreciation, and are depreciated on a straight-line basis over the estimated useful lives of the related assets. Depreciation expense is computed using the following asset lives: buildings, 10 to 40 years; and furniture, fixtures and operating equipment, 2 to 10 years. Expenditures for additions, major renewals and betterments are capitalized and expenditures for maintenance and repairs are expensed as incurred. The cost of assets retired or otherwise disposed of and the related accumulated depreciation and amortization are eliminated from the accounts in the year of disposal with the resulting gain or loss credited or charged to other income, net on our consolidated statements of income.

Certain internal-use software and systems development costs are capitalized. Accordingly, the specific identified costs incurred to develop and obtain software, which is intended for internal use, are not capitalized until the software is put into use. Management, with the relevant authority, authorizes and commits to funding a software project and it is probable that the project will be completed and the software will be used to perform the function intended. Costs incurred during a software development's discovery phase and post-integration stage, are expensed as incurred. Application development activities that are eligible for capitalization include software design and configuration, development of interfaces, coding, testing and installation. Capitalized internal-use software and systems costs are subsequently amortized on a straight-line basis over a three to seven years period after project completion and when the related software or system is ready for intended use.

Impairment of Long-Lived Assets—In accordance with the FASB ASC Topic 360, *"Property, Plant and Equipment,"* the Company's long-lived assets, such as property and equipment and intangible assets with definite lives are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of these assets may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated undiscounted future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. We periodically evaluate the appropriateness of remaining

depreciable lives assigned to long-lived assets, including customer contracts and assets that may be subject to a management plan for disposition.

Goodwill and Other Intangible Assets—In accordance with the FASB ASC Topic 350, *"Intangibles - Goodwill and other,"* the Company classifies intangible assets into three categories: (1) intangible assets with definite lives subject to amortization; (2) intangible assets with indefinite lives not subject to amortization; and (3) goodwill. The Company does not amortize intangible assets with indefinite lives or goodwill. Goodwill and other intangible assets with indefinite useful lives are tested for impairment annually or more frequently if events or circumstances indicate the assets might be impaired. Such conditions may include an economic downturn or a change in the assessment of future operations. The Company performs impairment tests of goodwill at the reporting unit level annually on October 1st. Such impairment tests for goodwill include comparing the fair value of the appropriate reporting unit with its carrying value. If the fair value of the reporting unit is below the carrying value, the Company recognizes a goodwill impairment charge for the amount by which the carrying value exceeds the reporting unit's fair value. The Company performs impairment tests for indefinite-lived intangible assets by comparing the fair value of each indefinite-lived intangible asset to its carrying value. The Company recognizes an impairment charge if the asset's carrying value exceeds its estimated fair value.

The Company completed its most recent annual impairment analysis as of October 1, 2024. Based upon the results of these analyses, the Company has concluded that no impairment of its goodwill or intangible assets with indefinite lives was indicated. There were no goodwill or indefinite-lived intangible asset impairments recognized in the years ended December 31, 2024, 2023, and 2022.

Other Assets—Other assets is mostly comprised of deferred compensation assets, the non-current portion of capitalized costs to obtain a contract, and an international bond investment.

Accrued Insurance—The Company retains, up to specified limits, certain risks related to general liability, workers' compensation and auto liability. Risks are managed through either high deductible insurance or, for Clark Pest Control only, a non-affiliated group captive insurance member arrangement. The estimated costs of existing and future claims under the retained loss program are accrued based upon historical trends as incidents occur, whether reported or unreported (although actual settlement of the claims may not be made until future periods) and may be subsequently revised based on developments relating to such claims. The group captive is subject to a third-party actuary retained by the captive manager, independent from the Company. For the high deductible insurance program, the Company contracts with an independent third-party actuary to provide the Company an estimated liability based upon historical claims information. The actuarial study is a major consideration in establishing the reserve, along with management's knowledge of changes in business practice and existing claims compared to current balances. Management's judgment is inherently subjective as a number of factors are outside management's knowledge and control. Additionally, historical information is not always an accurate indication of future events. The Company continues to be proactive in safety and risk management to develop and maintain ongoing programs to reduce and prevent incidents and claims. Initiatives that have been implemented include required pre-employment screening and ongoing motor vehicle record review for all drivers, post-offer physicals for new employees, pre-hire, random and post incident drug testing, driver training and post-injury nurse triage for work-related injuries. The accruals and reserves we hold are based on estimates that involve a degree of judgment and are inherently variable and could be overestimated or insufficient. If actual claims exceed our estimates, our operating results could be materially affected, and our ability to take timely corrective actions to limit future costs may be limited.

Accrual for Termite Contracts—The Company maintains an accrual for termite claims representing the estimated costs of reapplications, repairs and associated labor and chemicals, settlements, awards and other costs relative to termite control services. Factors that may impact future costs include termiticide life expectancy and government regulation. An accrual for termite contracts is included in other current liabilities and long-term accrued liabilities on the Company's consolidated statements of financial position.

Other Current Liabilities—Other current liabilities are mostly comprised of the current portion of acquisition holdback and earnout liabilities (see Note 9), contingency accruals, deferred compensation liabilities (see Note 11) and taxes payable.

Other Long-term Accrued Liabilities—Other long-term accrued liabilities include long-term balances for deferred compensation, acquisition holdback and earnout liabilities, deferred tax liabilities, contingency accruals, and the long-term portion of unearned revenue.

Contingency Accruals—The Company is a party to legal proceedings with respect to matters in the ordinary course of business. In accordance with the FASB ASC Topic 450 *"Contingencies,"* management estimates and accrues for its liability and costs associated with the pending and threatened legal and regulatory proceedings. Estimates and accruals are determined in consultation with outside counsel. Because it is not possible to accurately predict the ultimate result of the proceedings, judgments concerning accruals for liabilities and costs associated with litigation are inherently uncertain and actual liability may vary from amounts estimated or accrued. However, in the opinion of management, the outcome of the proceedings will not have a material adverse impact on the Company's financial condition or results of operations. Contingency accruals are included in other current liabilities and long-term accrued liabilities on the Company's consolidated statements of financial position.

Earnings Per Share—the FASB ASC Topic 260-10 *"Earnings Per Share-Overall,"* requires a basic earnings per share and diluted earnings per share presentation. Further, all outstanding unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents, whether paid or unpaid, are considered participating securities and an entity is required to include participating securities in its calculation of basic earnings per share.

The Company calculates basic and diluted earnings per share using the two-class method. Under the two-class method, net earnings are allocated to each class of common stock and participating security as if all of the net earnings for the period had been distributed. The Company's participating securities consist of share-based payment awards that contain a nonforfeitable right to receive dividends and, therefore, are considered to participate in undistributed earnings with common shareholders. See Note 13 for further information on restricted stock granted to employees. See Note 18 for the calculation of basic and diluted earnings per share under the two-class method.

Translation of Foreign Currencies—Assets and liabilities reported in functional currencies other than U.S. dollars are translated into U.S. dollars at the year-end rate of exchange. Revenues and expenses are translated at the weighted average exchange rates for the year. The resulting translation adjustments are charged or credited to other comprehensive income. Gains or losses from foreign currency transactions, such as those resulting from the settlement of receivables or payables, denominated in foreign currency are included in the earnings of the current period.

Stock-Based Compensation—The Company accounts for its stock-based compensation in accordance with the FASB ASC Topic 718 "*Compensation – Stock Compensation*." Time-lapsed restricted stock awards and restricted stock units ("restricted shares") have been issued to officers and other management employees under the Company's Employee Stock Incentive Plan. In addition, in 2023 and 2024, performance share units ("PSUs") were granted to the Company's executive officers. The PSUs will vest and convert to shares of common stock at the end of a three-year performance period upon the Company's successful achievement of certain financial and market performance goals. The Company issues new shares from its authorized but unissued share pool.

Restricted shares and PSUs provide for the issuance of a share of the Company's common stock at no cost to the holder and generally vest after a certain stipulated number of years from the grant date, depending on the terms of the issue. During these years, certain restricted shares award grantees receive all dividends declared and retain voting rights for the granted shares. The agreements under which the restricted shares are issued provide that shares awarded may not be sold or otherwise transferred until restrictions established under the plans have lapsed.

The fair value of each restricted share and PSUs with Company-specific performance criteria is equal to the market value of a share of the Company's common stock on the grant date. For PSUs that are granted with a total shareholder return ("TSR") component, management estimates the fair value using a Monte Carlo simulation valuation model, as these awards are subject to a market condition. The fair value of these awards is recognized as compensation expense, net of estimated forfeitures, on a straight-line basis over the vesting period.

Comprehensive Income (Loss)—Other Comprehensive Income (Loss) results from foreign currency translations, minimum pension liability adjustments, and unrealized gains and losses on available for sale securities.

Franchising Program—The Company has franchise programs through Orkin, Critter Control and its Australian subsidiaries. We had a total of 140 domestic franchise agreements as of December 31, 2024. International franchise agreements totaled 87 as of December 31, 2024. Transactions with our franchises involve sales of territories and customer contracts to establish new franchises and the payment of initial franchise fees and royalties by franchisees. The territories, customer contracts and initial franchise fees are typically paid for by a combination of cash and notes.

Combined domestic and international revenues from Orkin, Critter Control and Australia franchises were $16.9 million, $16.5 million and $15.6 million for the years ended December 31, 2024, 2023 and 2022, respectively. Total franchising revenues were less than 1.0% of the Company's annual revenues for each of the three years.

Right to access intellectual property (Franchise)—The right to access Orkin's, Critter Control's and our Australia franchisors' intellectual property is an essential part of our franchise agreements. These agreements provide the franchisee a license to use the brand name and trademark when advertising and selling services to end customers in their normal course of business. Orkin and Critter Control franchise agreements contain a clause allowing the respective franchisor to purchase certain assets of the franchisee at the conclusion of their franchise agreement or upon termination. This is only an option for the franchisor to re-purchase the assets selected by the franchisor and is not a performance obligation or a form of consideration.

Recent Accounting Guidance

Recently adopted accounting standards

In 2024, the Company adopted FASB ASU 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures ("ASU 2023-07"), which is intended to improve reportable segment disclosure requirements, primarily through additional and more detailed information about a reportable segment's expenses. Refer to Note 19. Segment and Geographical Information for further details.

Accounting standards issued but not yet adopted

In October 2023, the FASB issued ASU 2023-06, "Disclosure Improvements: Codification Amendments in Response to the SEC's Disclosure Update and Simplification Initiative," to amend certain disclosure and presentation requirements for a variety of topics within the ASC. These amendments align the requirements in the Accounting Standards Codification ("ASC") to the removal of certain disclosure requirements set out in Regulation S-X and Regulation S-K, announced by the SEC. The effective date for each amended topic in the ASC is either the date on which the SEC's removal of the related disclosure requirement from Regulation S-X or Regulation S-K becomes effective, or on June 30, 2027, if the SEC has not removed the requirements by that date. Early adoption is prohibited. The Company does not expect that the application of this standard will have a material impact on its consolidated financial statements and disclosures.

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" ("ASU 2023-09"), which is intended to enhance the transparency and decision usefulness of income tax disclosures. This amendment modifies the rules on income tax disclosures to require entities to disclose (1) specific categories in the rate reconciliation and additional information for reconciling items that meet a quantitative threshold, (2) the amount of income taxes paid (net of refunds received) (disaggregated by federal, state, and foreign taxes) as well as individual jurisdictions in which income taxes paid is equal to or greater than 5 percent of total income taxes paid net of refunds, (3) the income or loss from continuing operations before income tax expense or benefit (disaggregated between domestic and foreign) and (4) income tax expense or benefit from continuing operations (disaggregated by federal, state and foreign). The guidance is effective for annual periods beginning after December 15, 2024, with early adoption permitted for annual financial statements that have not yet been issued or made available for issuance. ASU 2023-09 should be applied on a prospective basis, while retrospective application is permitted. The Company is currently evaluating the potential impact of adopting this new ASU on its disclosures.

In November 2024, the FASB issued ASU 2024-03, "Disaggregation of Income Statement Expenses (DISE)", which requires additional disclosure of the nature of expenses included in the income statement in response to longstanding requests from investors for more information about an entity's expenses. The new standard requires disclosures about specific types of expenses included in the expense captions presented on the face of the income statement as well as disclosures about selling expenses. The guidance will be effective for annual reporting periods beginning after December 15, 2026 and interim reporting periods beginning after December 15, 2027. The requirements will be applied prospectively with the option for retrospective application. Early adoption is permitted. The Company is currently evaluating the impact that the adoption of this ASU will have on its consolidated financial statements and related disclosures.

2. ACQUISITIONS

2024 Acquisitions

The Company made 44 acquisitions during 2024. The aggregate preliminary values of major classes of assets acquired and liabilities assumed recorded at the dates of acquisition, as adjusted during the valuation period, are included in the reconciliation of the total preliminary consideration as follows (in thousands):

	2024
Cash	$ 1,671
Accounts receivable, net	4,954
Materials and supplies	1,053
Other current assets	446
Equipment and property	8,251
Goodwill	97,914
Customer contracts	72,509
Trademarks & tradenames	1,566
Other intangible assets	2,609
Current liabilities	(2,167)
Unearned revenue	(1,289)
Other assets and liabilities, net	(4,764)
Assets acquired and liabilities assumed	**$ 182,753**

Included in the total consideration of $182.8 million are acquisition holdback liabilities and other contingent consideration of $20.9 million, as well as $3.1 million of notes payable issued as consideration.

The Company also made payments of $0.4 million related to prior year acquisitions during the year ended December 31, 2024.

Goodwill from these acquisitions represents the excess of the purchase price over the fair value of net assets of businesses acquired. The factors contributing to the amount of goodwill are based on strategic and synergistic benefits that are expected to be realized. A majority of the recognized goodwill is expected to be deductible for tax purposes. Valuations of certain assets and liabilities, including intangible assets and goodwill, as of the acquisition date have not been finalized at this time and are provisional.

Fox Pest Control Acquisition

On April 1, 2023, the Company acquired 100% of FPC Holdings, LLC (“Fox Pest Control”, or "Fox"). As part of funding the Fox Pest Control acquisition, on April 3, 2023, the Company borrowed incremental amounts under the Credit Agreement of $305.0 million. The proceeds were used to pay cash consideration at closing.

The Fox acquisition was accounted for as a business combination. The valuation of the Fox acquisition was performed by a third-party valuation specialist under our management's supervision. The values of identified assets acquired and liabilities assumed were finalized as of March 31, 2024 and are summarized in the table below (in thousands):

	Fox Pest Control
Cash	$ 4,560
Accounts receivable	1,542
Materials and supplies	431
Operating lease right-of-use assets	8,689
Other current assets	487
Goodwill	188,176
Customer contracts	118,000
Trademarks & tradenames	38,000
Current liabilities	(5,538)
Unearned revenue	(6,144)
Operating lease liabilities	(8,689)
Assets acquired and liabilities assumed	$ 339,514

The Company purchased Fox for $339.5 million. Included in the total consideration were cash payments of $302.8 million made upon closing, contingent consideration valued at $28.0 million that were based on Fox's financial performance in the twelve months following acquisition, and holdback liabilities valued at $8.7 million held by the Company to settle indemnity claims and working capital adjustments. The fair value of the contingent consideration was estimated using a Monte Carlo simulation. During the year ended December 31, 2024, we recognized a charge of $1.0 million related to adjustments to the fair value of contingent consideration resulting from the acquisition of Fox. This charge is reported within sales, general and administrative expenses in our consolidated statement of income.

Acquired customer contracts are estimated to have a remaining useful life of 7 years. The acquired trademarks and tradenames are expected to have an indefinite useful life. See Note 8, Customer Contracts, Tradenames and Trademarks, and Other Intangible Assets for further details.

Goodwill from this acquisition represents the excess of the purchase price over the fair value of net assets of the business acquired. The factors contributing to the amount of goodwill were based on strategic and synergistic benefits that are expected to be realized. The recognized goodwill is deductible for tax purposes.

Pro Forma Financial Information

The following table presents unaudited consolidated pro forma information as if the acquisition of Fox had occurred on January 1, 2022. The information presented below is for illustrative purposes only and is not necessarily indicative of results that would have been achieved if the acquisition had actually occurred as of the beginning of such years or results which may be achieved in the future.

	Year Ended December 31,	
(in thousands)	**2023**	2022
Revenues	**$ 3,102,186**	$ 2,817,629
Net income	**424,735**	358,930

The pro forma financial information above adjusts for the effects of material business combination items, including the alignment of accounting policies, the effect of fair value adjustments including the amortization of acquired intangible assets, interest expense related to the incremental borrowings under the Credit Agreement, and income tax effects as if Fox had been part of Rollins since January 1, 2022.

Other 2023 Acquisitions

The Company made 23 other acquisitions during 2023. The aggregate values of major classes of assets acquired and liabilities assumed recorded at the dates of acquisition, as adjusted during the valuation period, are included in the reconciliation of the total consideration as follows (in thousands):

	2023
Cash	$ 531
Accounts receivable, net	1,190
Materials and supplies	592
Other current assets	198
Equipment and property	5,002
Goodwill	37,319
Customer contracts	31,996
Trademarks & tradenames	1,457
Other intangible assets	2,357
Current liabilities	(1,462)
Other assets and liabilities, net	(2,472)
Assets acquired and liabilities assumed	**$ 76,708**

Included in the total consideration of $76.7 million were acquisition holdback liabilities of $7.8 million.

Goodwill from these acquisitions represents the excess of the purchase price over the fair value of net assets of businesses acquired.The factors contributing to the amount of goodwill were based on strategic and synergistic benefits that are expected to be realized. The recognized goodwill is deductible for tax purposes.

3. REVENUE

Sales and usage-based taxes are excluded from revenues. No sales to an individual customer or in a country other than the United States accounted for 10% or more of the sales for the periods listed in the following tables. Revenue, classified by the major geographic areas in which our customers are located, was as follows:

(in thousands)	**2024**	2023	2022
United States	**$ 3,143,372**	$ 2,853,321	$ 2,498,363
Other countries	**245,336**	219,957	197,460
Total Revenues	**$ 3,388,708**	$ 3,073,278	$ 2,695,823

Revenue from external customers, classified by significant product and service offerings, was as follows:

(in thousands)	**2024**	2023	2022
Residential revenue	**$ 1,535,104**	$ 1,409,872	$ 1,207,089
Commercial revenue	**1,125,964**	1,024,176	920,625
Termite completions, bait monitoring, renewals, & ancillary	**688,186**	605,533	535,494
Franchise revenues	**16,935**	16,475	15,590
Other revenues	**22,519**	17,222	17,025
Total Revenues	**$ 3,388,708**	$ 3,073,278	$ 2,695,823

Changes in unearned revenues were as follows:

(in thousands)	Year Ended December 31, 2024	2023
Beginning balance	**$ 210,059**	$ 187,994
Deferral of unearned revenue	**267,100**	253,776
Recognition of unearned revenue	**(253,287)**	(231,711)
Ending balance	**$ 223,872**	$ 210,059

Revenue allocated to remaining performance obligations represents contracted revenue that has not yet been recognized ("contracted not recognized revenue"), which includes both unearned revenue and revenue that will be billed and recognized in future periods. The Company has no material contracted but not yet recognized revenue as of December 31, 2024 or December 31, 2023.

At December 31, 2024 and December 31, 2023, the Company had long-term unearned revenue of $43.0 million and $37.7 million, respectively. Unearned short-term revenue is recognized over the next 12-month period. We recognized $172.4 million and $158.1 million of revenue in the years ended December 31, 2024 and December 31, 2023, respectively, that was included in the balance of unearned revenue at the beginning of each respective fiscal year. The majority of unearned long-term revenue is recognized over a period of five years or less with immaterial amounts recognized through 2034.

Incremental Costs of Obtaining a Contract with a Customer

Incremental costs of obtaining a contract include only those costs that we incur to obtain a contract that we would not have incurred if the contract had not been obtained, primarily sales commissions. These costs are recorded as an asset and amortized to expense over the life of the contract to the extent such costs are expected to be recovered. As of December 31, 2024, we have $23.4 million of unamortized capitalized costs to obtain a contract, of which $19.3 million is recorded within other current assets and $4.1 million is recorded within other assets on our consolidated statement of financial position. During the year ended December 31, 2024, we recorded approximately $22.1 million amortization of capitalized costs, which is recorded within sales, general and administrative expense on our consolidated statement of income. As of December 31, 2023, we had $22.0 million of unamortized capitalized costs to obtain a contract, of which $15.3 million was recorded within other current assets and $6.7 million was recorded within other assets on our consolidated statement of financial position. During the year ended December 31, 2023, we recorded $8.6 million amortization of capitalized costs.

4. ALLOWANCE FOR EXPECTED CREDIT LOSSES

The Company is exposed to credit losses primarily related to accounts receivables and financed receivables derived from customer services revenue. To reduce credit risk for residential accounts receivable, we promote enrollment in our auto-pay programs. In general, we may suspend future services for customers with past due balances. The Company's credit risk is generally low with a large number of entities comprising Rollins' customer base and dispersion across many different geographical regions.

The Company manages its financed receivables on an aggregate basis when assessing and monitoring credit risks. The Company's established credit evaluation and monitoring procedures seek to minimize the amount of business we conduct with higher risk customers. The credit quality of a potential obligor is evaluated at the loan origination based on an assessment of the individual's Beacon/credit bureau score. Rollins requires a potential obligor to have good creditworthiness with low risk before entering into a contract. Depending upon the individual's credit score, the Company may accept with 100% financing or require a significant down payment or turn down the contract. Delinquencies of accounts are monitored each month. Financed receivables include installment receivable amounts, some of which are due subsequent to one year from the balance sheet dates.

Financed receivables are generally written-off when deemed uncollectible or when180 days have elapsed since the date of the last full contractual payment. The Company's write-off policy has been consistently applied during the periods reported. Management considers the charge-off policy when evaluating the appropriateness of the allowance for expected credit losses. Gross write-offs as a percentage of average financed receivables were 8.1% and 9.2% for the twelve months ended December 31, 2024 and December 31, 2023, respectively.

The Company offers 90 days same-as-cash financing to some customers based on their creditworthiness. Interest is not recognized until the91st day at which time it is calculated retrospectively back to the first day if the contract has not been paid in full. In certain circumstances, such as when delinquency is deemed to be of an administrative nature, accounts may still accrue interest when they reach 180 days past due. As of December 31, 2024, there wereimmaterial accounts greater than 180 days past due.

Included in financed receivables are notes receivable from franchise owners. The majority of these notes are low risk as the repurchase of these franchises is guaranteed by the Company's wholly-owned subsidiary, Orkin Systems, LLC, and the repurchase price of the franchise is currently estimated and has historically been well above the receivable due from the franchise owner. Also included in notes receivables are franchise notes from other brands which are not guaranteed and do not have the same historical valuation.

The carrying amount of notes receivable approximates fair value as the interest rates approximate market rates for these types of contracts.

The Company's allowances for credit losses for trade accounts receivable and financed receivables are developed using historical collection experience, current economic and market conditions, reasonable and supportable forecasts, and a review of the current status of customers' receivables. The Company's receivable pools are classified between residential customers, commercial customers, large commercial customers, and financed receivables. Accounts are written off against the allowance for credit losses when the Company determines that amounts are uncollectible, and recoveries of amounts previously written off are recorded when collected. The Company stops accruing interest to these receivables when they are deemed uncollectible. Below is a roll forward of the Company's allowance for credit losses for the years ended December 31, 2024, 2023, and 2022.

	Allowance for Credit Losses		
(in thousands)	Trade Receivables	Financed Receivables	Total Receivables
Balance at December 31, 2021	$ 13,885	$ 3,985	$ 17,870
Provision for expected credit losses	13,701	5,740	19,441
Write-offs charged against the allowance	(18,861)	(4,757)	(23,618)
Recoveries collected	5,348	—	5,348
Balance at December 31, 2022	$ 14,073	$ 4,968	$ 19,041
Provision for expected credit losses	16,309	10,551	26,860
Write-offs charged against the allowance	(20,397)	(9,917)	(30,314)
Recoveries collected	5,812	—	5,812
Balance at December 31, 2023	$ 15,797	$ 5,602	$ 21,399
Provision for expected credit losses	22,695	11,331	34,026
Write-offs charged against the allowance	(24,819)	(9,167)	(33,986)
Recoveries collected	6,097	920	7,017
Balance at December 31, 2024	$ 19,770	$ 8,686	$ 28,456

The following is a summary of the past due financed receivables:

At December 31, (in thousands)	**2024**	2023
30-59 days past due	**$ 4,473**	$ 4,454
60-89 days past due	**2,256**	2,837
90 days or more past due	**4,329**	4,813
Total	**$ 11,058**	$ 12,104

The following is a summary of percentage of gross financed receivables:

At December 31,	**2024**	2023
Current	**91.9 %**	89.7 %
30-59 days past due	**3.3 %**	3.8 %
60-89 days past due	**1.6 %**	2.4 %
90 days or more past due	**3.2 %**	4.1 %
Total	**100.0 %**	100.0 %

5. EQUIPMENT AND PROPERTY, NET

Equipment and property are presented at cost less accumulated depreciation and are detailed as follows:

December 31, (in thousands)	**2024**	2023
Buildings	**$ 54,600**	$ 51,339
Operating equipment	**145,973**	144,723
Furniture and fixtures	**25,383**	22,035
Computer equipment and systems	**259,992**	247,681
	485,948	465,778
Less: accumulated depreciation	**(382,266)**	(360,421)
	103,682	105,357
Land	**21,157**	21,304
Equipment and property, net	**$ 124,839**	$ 126,661

Included in computer equipment and systems at December 31, 2024 and 2023, are costs for internal use software of $160.4 million and $153.4 million, respectively. The related accumulated depreciation was $137.1 million and $127.5 million at December 31, 2024 and 2023, respectively.

Included in equipment and property, net at December 31, 2024 and 2023, are fixed assets held in foreign countries of $14.0 million, and $12.0 million, respectively.

Total depreciation expense was approximately $34.1 million in 2024, $33.3 million in 2023 and $35.6 million in 2022.

6. LEASES

The Company leases certain buildings, vehicles, and equipment in order to reduce the risk associated with ownership. The Company elected the practical expedient approach permitted under ASC Topic 842, *"Leases"* not to include short-term leases with a duration of 12 months or less on the balance sheet. As of December 31, 2024 and 2023, all leases were classified as operating leases. Building leases generally carry terms of 5 to 10 years with annual rent escalations at fixed amounts per the lease. Vehicle leases generally carry a fixed term of one year with renewal options to extend the lease on a monthly basis resulting in lease terms up to 7 years depending on the class of vehicle. The exercise of renewal options is at the Company's sole discretion. It is reasonably certain that the Company will exercise the renewal options on its vehicle leases. The measurement of right-of-use assets and liabilities for vehicle leases includes the fixed payments associated with such renewal periods. We separate lease and non-lease components of contracts. Our lease agreements do not contain any material variable payments, residual value guarantees, early termination penalties or restrictive covenants.

The Company uses the rate implicit in the lease when available; however, most of our leases do not provide a readily determinable implicit rate. Accordingly, we estimate our incremental borrowing rate based on information available at lease commencement.

(in thousands, except Other Information)		Years Ended December 31,		
Components of Lease Expense	**Financial Statement Classification**	**2024**	2023	2022
Short-term lease cost	Cost of services provided, Sales, general, and administrative expenses	**$ 16,618**	$ 14,753	$ 12,693
Operating lease cost	Cost of services provided, Sales, general, and administrative expenses	**133,420**	110,627	97,764
Total lease expense		**$ 150,038**	$ 125,380	$ 110,457
Cash Flow Information				
Cash paid for amounts included in the measurement of lease liabilities:				
Operating cash flows for operating leases		**$ 132,588**	$ 109,631	$ 96,700
Other Information				
Weighted-average remaining lease term - operating leases		**4.4 Yrs**	4.8 Yrs	
Weighted-average discount rate - operating leases		**4.30 %**	3.99 %	

Lease Commitments

Future minimum lease payments, including assumed exercise of renewal options at December 31, 2024 were as follows:

(in thousands)	
2025	$ 137,395
2026	121,355
2027	88,654
2028	46,532
2029	19,748
Thereafter	49,934
Total future minimum lease payments	463,618
Less: amount representing interest	(46,400)
Total future minimum lease payments, net of interest	$ 417,218

Future commitments presented in the table above include lease payments in renewal periods for which it is reasonably certain that the Company will exercise the renewal option. Total future minimum lease payments for operating leases, including the amount representing interest, are comprised of $181.2 million for building leases and $282.4 million for vehicle leases. As of December 31, 2024, the Company had additional future obligations of $20.8 million for leases that had not yet commenced.

7. GOODWILL

Goodwill represents the excess of the purchase price over the fair value of net assets of businesses acquired. The carrying amount of goodwill was $1.2 billion as of December 31, 2024 and $1.1 billion as of December 31, 2023. Goodwill increased for the year ended December 31, 2024 primarily due to acquisitions

The changes in the carrying amount of goodwill for the twelve months ended December 31, 2024 and 2023 were as follows (in thousands):

Goodwill:	
Balance at December 31, 2022	**$ 846,704**
Additions	**224,014**
Measurement adjustments	**—**
Dispositions	**(2,466)**
Adjustments due to currency translation and other	**2,058**
Balance at December 31, 2023	**1,070,310**
Additions	**97,914**
Measurement adjustments	**464**
Adjustments due to currency translation and other	**(7,603)**
Balance at December 31, 2024	**$ 1,161,085**

8. CUSTOMER CONTRACTS, TRADENAMES AND TRADEMARKS, AND OTHER INTANGIBLE ASSETS

Customer contracts are amortized on a straight-line basis as this best approximates the ratio that current revenues bear to the total of current and anticipated revenues based on the estimated lives of the assets. In accordance with the FASB ASC Topic 350 *"Intangibles - Goodwill and other"*, the expected lives of customer contracts were analyzed, and it was determined that customer contracts should be amortized over a life of 7 to 20 years dependent upon customer type.

The carrying amount and accumulated amortization for customer contracts were as follows:

December 31, (in thousands)	**2024**	2023
Customer contracts	**$ 671,242**	$ 625,920
Less: accumulated amortization	**(288,150)**	(239,768)
Customer contracts, net	**$ 383,092**	$ 386,152

Trademarks and tradenames are amortized on a straight-line basis over the period of their useful lives. The Company has determined these assets have useful lives between 7 and 20 years. The Company also has non-amortizable, indefinite-lived tradenames of $137.8 million and $139.7 million as of December 31, 2024 and 2023, respectively.

The carrying amount and accumulated amortization for trademarks and tradenames were as follows:

December 31, (in thousands)	**2024**	2023
Trademarks and tradenames	**$ 162,375**	$ 161,301
Less: accumulated amortization	**(12,480)**	(9,933)
Trademarks and tradenames, net	**$ 149,895**	$ 151,368

Other intangible assets include non-compete agreements and patents. Non-compete agreements are amortized on a straight-line basis over periods ranging from 3 to 20 years and patents are amortized on a straight-line basis over 15 years.

The carrying amount and accumulated amortization for other intangible assets were as follows:

December 31, (in thousands)	**2024**	2023
Other intangible assets	**$ 26,507**	$ 26,973
Less: accumulated amortization	**(17,905)**	(18,759)
Other intangible assets, net	**$ 8,602**	$ 8,214

Total amortization expense was approximately $79.2 million in 2024, $66.5 million in 2023 and $55.7 million in 2022.

Estimated amortization expense for the existing carrying amount of customer contracts and other intangible assets for each of the five succeeding fiscal years are as follows:

(in thousands)	
2025	$ 80,127
2026	77,120
2027	73,457
2028	62,299
2029	48,399

9. FAIR VALUE MEASUREMENT

The Company's financial instruments consist of cash and cash equivalents, trade receivables, financed and notes receivable, accounts payable, other short-term liabilities, and debt. The carrying amounts of these financial instruments approximate their respective fair values. The Company also has financial instruments related to its defined benefit pension plan and deferred compensation plan detailed in Note 11.

The fair value hierarchy has three levels based on the reliability of the inputs used to determine fair value. Level 1 refers to fair values determined based on quoted prices in active markets for identical assets. Level 2 refers to fair values estimated using significant other observable inputs, and Level 3 includes fair values estimated using significant non-observable inputs.

As of December 31, 2024 and 2023, the Company had investments in international bonds of $8.2 million and $10.2 million, respectively. These bonds are accounted for as available for sale securities and are level 2 assets under the fair value hierarchy. At December 31, 2024, $ 1.0 million was included in other current assets and $7.2 million was included in other assets. At December 31, 2023, $1.0 million was included in other current assets and $9.2 million was included in other assets. The bonds are recorded at fair market value with unrealized gains or losses included in other comprehensive income. During the years ended December 31, 2024, 2023 and 2022, unrealized gains or losses included in other comprehensive income were insignificant.

At December 31, 2024 and 2023, respectively, the Company had $21.0 million and $46.1 million of acquisition holdback and earnout liabilities with the former owners of acquired companies. Acquisition earnouts are generally earned by achieving certain levels of revenue growth while maintaining certain profit margins. The earnout liabilities are discounted to reflect the expected probability of payout, and both earnout and holdback liabilities are discounted to their net present value on the Company's books and are considered Level 3 liabilities.

The table below presents a summary of the changes in fair value for these liabilities.

(in thousands)		
Acquisition holdback and earnout liabilities at December 31, 2022	$	13,496
New acquisitions and measurement adjustments		44,548
Payouts		(12,489)
Interest and fair value adjustments		2,981
Charge offset, forfeit and other		(2,432)
Acquisition holdback and earnout liabilities at December 31, 2023		46,104
New acquisitions and measurement adjustments		21,052
Payouts		(43,948)
Interest and fair value adjustments		(1,099)
Charge offset, forfeit and other		(1,101)
Acquisition holdback and earnout liabilities at December 31, 2024	$	21,008

10. DEBT

On February 24, 2023, the Company entered into a revolving credit agreement ("the Credit Agreement") with, among others, JPMorgan Chase Bank, N.A. (“JPMorgan Chase”), as administrative agent (in such capacity, the “Administrative Agent”), which refinanced its previous credit facility described below.

The Credit Agreement provides for a $1.0 billion revolving credit facility (the “Credit Facility”), which may be denominated in U.S. Dollars and other currencies, including Euros, Australian Dollars, Canadian Dollars, New Zealand Dollars, Pounds Sterling and Japanese Yen, subject to a $400 million foreign currency sublimit. The Credit Facility also includes sub-facilities for the issuance of letters of credit of up to $150 million and swing line loans at the Administrative Agent’s discretion of up to $50 million. Certain subsidiaries of Rollins provide unsecured guarantees of the Credit Facility. Rollins has the ability to expand its borrowing availability under the Credit Agreement in the form of increased revolving commitments or one or more tranches of term loans by up to an additional $750 million, subject to the agreement of the participating lenders and certain other customary conditions. The maturity date of the loans under the Credit Agreement is February 24, 2028.

Loans under the Credit Agreement bear interest, at Rollins’ election, at (i) for loans denominated in U.S. Dollars, (A) an alternate base rate (subject to a floor of 0.00%), which is the greatest of (x) the prime rate publicly announced from time to time by JPMorgan Chase, (y) the greater of the federal funds effective rate and the Federal Reserve Bank of New York overnight bank funding rate, plus 50 basis points, and (z) Adjusted Term SOFR for a one month interest period, plus a margin ranging from 0.00% to 0.50% per annum based on Rollins’ consolidated total net leverage ratio; or (B) the greater of term SOFR for the applicable interest period plus 10 basis points (“Adjusted Term SOFR”) and zero, plus a margin ranging from 1.00% to 1.50% per annum based on Rollins’ consolidated total net leverage ratio; and (ii) for loans denominated in other currencies, including Euros, Australian Dollars, Canadian Dollars, New Zealand Dollars, Pounds Sterling and Japanese Yen, such interest rates as set forth in the Credit Agreement.

The Credit Agreement contains customary terms and conditions, including, without limitation, certain financial covenants including covenants restricting Rollins’ ability to incur certain indebtedness or liens, or to merge or consolidate with or sell substantially all of its assets to another entity. Further, the Credit Agreement contains a financial covenant restricting Rollins’ ability to permit the ratio of Rollins’ consolidated total net debt to EBITDA to exceed 3.50 to 1.00. Following certain acquisitions, Rollins may elect to increase the financial covenant level to 4.00 to 1.00 temporarily. The ratio is calculated as of the last day of the fiscal quarter most recently ended. The Credit Agreement also contains provisions permitting a future environmental, social and governance amendment, subject to certain terms and conditions contained therein, by which pricing may be adjusted pursuant to the Company's performance measured against certain sustainability-linked metrics. The Company is in compliance with applicable financial debt covenants as of December 31, 2024.

As of December 31, 2024, the Company had outstanding borrowings of $397.0 million under the Credit Facility. Borrowings under the Credit Facility are presented under the long-term debt caption of our consolidated balance sheet, net of $1.7 million in unamortized debt issuance costs as of December 31, 2024. The aggregate effective interest rate on the debt outstanding as of December 31, 2024 was 5.5%.

The Company maintains $72.0 million in letters of credit as of December 31, 2024. These letters of credit are required by the Company's insurance companies, due to the Company's high deductible insurance program, to secure various workers' compensation and casualty insurance contracts coverage and were increased from $71.7 million as of December 31, 2023. The Company believes that it has adequate liquid assets, funding sources and insurance accruals to accommodate potential future insurance claims.

As of December 31, 2023, the Company had outstanding borrowings of $493.0 million under the Credit Facility. Borrowings under the Credit Facility are presented under the long-term debt caption of our consolidated balance sheet, net of $2.2 million in unamortized debt issuance costs as of December 31, 2023. The aggregate effective interest rate on the debt outstanding as of December 31, 2023 was 6.5%.

11. EMPLOYEE BENEFIT PLANS

Defined Benefit Pension Plans

The Company has sponsored noncontributory tax-qualified defined benefit pension plans covering employees meeting certain age and service requirements, the most significant of which was the Rollins, Inc. Plan, which was terminated in 2018. The Company funds its plans with at least the minimum amount required by ERISA.

Defined Contribution 401(k) Savings Plan

The Company sponsors a defined contribution 401(k) Savings Plan (the "Plan") that is available to a majority of the Company's full-time employees the first day of the calendar quarter following completion of three months of service. The Plan is available to non-full-time employees the first day of the calendar quarter followingone year of service upon completion of 1000 hours in that year. The Plan provides for a matching contribution of one dollar ($1.00) for each one dollar ($1.00) of a participant's contributions to the Plan that do not exceed 3 percent of his or her eligible compensation (which includes commissions, overtime, and bonuses) and fifty cents ($0.50) for each one dollar ($1.00) of a participant's contributions to the Plan over the initial 3 percent that do not exceed6 percent of his or her eligible compensation (which includes commissions, overtime and bonuses). The charge to expense for the Company match was approximately $35.8 million, $32.9 million and $29.9 million for the years ended December 31, 2024, 2023 and 2022, respectively. At December 31, 2024, 2023, and 2022 approximately 28.4%, 30.4%, and 30.6%, respectively, of the fair value of plan assets consisted of Rollins, Inc. common stock. Total administrative fees paid by the Company for the Plan were insignificant for each of the years ended December 31, 2024, 2023 and 2022.

Nonqualified Deferred Compensation Plan

The Deferred Compensation Plan provides that participants may defer up to50% of their base salary and up to 85% of their annual bonus with respect to any given plan year, subject to a $2 thousand per plan year minimum. The Company may make discretionary contributions to participant accounts but has not done so since 2011.

Accounts will be credited with hypothetical earnings, and/or debited with hypothetical losses, based on the performance of certain "Measurement Funds." Account values are calculated as if the funds from deferrals and Company credits had been converted into shares or other ownership units of selected Measurement Funds by purchasing (or selling, where relevant) such shares or units at the current purchase price of the relevant Measurement Fund at the time of the participant's selection. Deferred Compensation Plan benefits are unsecured general obligations of the Company to the participants, and these obligations rank in parity with the Company's other unsecured and unsubordinated indebtedness. The Company has established a "rabbi trust," which it uses to voluntarily set aside amounts to indirectly fund any obligations under the Deferred Compensation Plan. To the extent that the Company's obligations under the Deferred Compensation Plan exceed assets available under the trust, the Company would be required to seek additional funding sources to fund its liability under the Deferred Compensation Plan.

Generally, the Deferred Compensation Plan provides for distributions of any deferred amounts upon the earliest to occur of a participant's death, disability, retirement or other termination of employment (a "Termination Event"). However, for any deferrals of salary and bonus (but not Company contributions), participants would be entitled to designate a distribution date which is prior to a Termination Event. Generally, the Deferred Compensation Plan allows a participant to elect to receive distributions under the Deferred Compensation Plan in installments or lump-sum payments.

At December 31, 2024, the Deferred Compensation Plan had 73 life insurance policies with a net face value of $50.7 million compared to 75 policies with a face value of $48.4 million at December 31, 2023. The cash surrender value of these life insurance policies was $27.6 million and $25.5 million at December 31, 2024 and 2023, respectively. These policies are valued using the NAV practical expedient.

The following table presents our non-qualified deferred compensation plan assets using the fair value hierarchy as of December 31, 2024 and 2023.

(in thousands)	Level 1	Level 2	Level 3	NAV	**Total**
December 31, 2024	$ 25	$ —	$ —	$ 27,558	**$ 27,583**
December 31, 2023	$ 25	$ —	$ —	$ 25,461	**$ 25,486**

Cash and cash equivalents, which are used to pay benefits and deferred compensation plan administrative expenses, are held in money market funds.

Total expense related to deferred compensation was $0.3 million, $0.3 million, and $1.1 million in 2024, 2023, and 2022, respectively. The Company had $27.6 million and $25.5 million in deferred compensation assets as of December 31, 2024 and 2023, respectively, included within other assets on the Company's consolidated statements of financial position and $18.9 million and $19.8 million in deferred compensation liability as of December 31, 2024 and 2023, respectively, located within other current liabilities and long-term accrued liabilities on the Company's consolidated statements of financial position. The amounts of assets were marked to fair value.

12. COMMITMENTS AND CONTINGENCIES

In the normal course of business, the Company and its subsidiaries are involved in, and will continue to be involved in, various claims, arbitrations, contractual disputes, investigations, litigation, environmental and tax and other regulatory matters relating to, and arising out of, our businesses and our operations. These matters may involve, but are not limited to, allegations that our services or vehicles caused damage or injury, claims that our services did not achieve the desired results (including claims that we are responsible for termite damage to a structure), and claims related to acquisitions and allegations by federal, state or local authorities, including taxing authorities, of violations of regulations or statutes. In addition, we are parties to employment-related cases and claims from time to time, which may include claims on a representative or class action basis alleging wage and hour law violations or claims related to the operation of our retirement benefit plans. We are also involved from time to time in certain environmental matters primarily arising in the normal course of business. We evaluate pending and threatened claims and establish loss contingency reserves based upon outcomes we currently believe to be probable and reasonably estimable in accordance with ASC 450.

The Company retains, up to specified limits, certain risks related to general liability, workers' compensation and auto liability. The estimated costs of existing and future claims under the retained loss program are accrued based upon historical trends as incidents occur, whether reported or unreported (although actual settlement of the claims may not be made until future periods) and may be subsequently revised based on developments relating to such claims. The Company contracts with an independent third party to provide the Company an estimated liability based upon historical claims information. The actuarial study is a major consideration in establishing the reserve, along with management's knowledge of changes in business practice and existing claims compared to current balances. Management's judgment is inherently subjective as a number of factors are outside management's knowledge and control. Additionally, historical information is not always an accurate indication of future events. The accruals and reserves we hold are based on estimates that involve a degree of judgment and are inherently variable and could be overestimated or insufficient. If actual claims exceed our estimates, our operating results could be materially affected, and our ability to take timely corrective actions to limit future costs may be limited.

Item 103 of SEC Regulation S-K requires disclosure of certain environmental legal proceedings if the proceeding reasonably involves potential monetary sanctions of $300,000 or more. The Company has received a notice of alleged violations and information requests from local governmental authorities in California for our Orkin and Clark Pest Control operations and is currently working with several local governments regarding compliance with environmental regulations governing the management of hazardous waste and pesticide disposal. The investigation appears to be part of a broader effort to investigate waste handling and disposal processes of a number of industries. While we are unable to predict the outcome of this investigation, we do not believe the outcome will have a material effect on our results of operations, financial condition, or cash flows.

Management does not believe that any pending claim, proceeding or litigation, regulatory action or investigation, either alone or in the aggregate, will have a material adverse effect on the Company's financial position, results of operations or liquidity; however, it is possible that an unfavorable outcome of some or all of the matters could result in a charge that might be material to the results of an individual quarter or year.

13. STOCKHOLDERS' EQUITY

During the year ended December 31, 2024, the Company paid $298.1 million, or $0.615 per share, in cash and stock dividends compared to $264.3 million, or $0.540 per share, during the same period in 2023.

On September 6, 2023, the Company entered into an underwriting agreement (the "Underwriting Agreement") with LOR, Inc. ("LOR") (a company controlled by Mr. Gary W. Rollins and certain members of his family) and Goldman Sachs & Co. LLC and Morgan Stanley & Co. LLC, as representatives of the several underwriters (the "Underwriters"), relating to the offer by LOR of 38,724,100 shares of the Company's common stock, par value $1.00 per share (the "Common Stock"), at a public offering price of $35.00 per share (the "Offering"). In connection with the Offering, LOR granted the Underwriters an option to purchase up to an additional 5,785,714 shares of Common Stock (the "Optional Shares"). The Offering, including the sale of the Optional Shares, closed on September 11, 2023. The Company did not sell any shares in the Offering and did not receive any proceeds from the Offering. In addition, the Company completed the repurchase of 8,724,100 of the shares of Common Stock offered in the Offering for approximately $300 million at $34.39 per share.

As we repurchase our common stock, we reduce common stock for par value of the shares repurchased, with the excess of the purchase price over par value recorded as a reduction to additional paid-in capital and retained earnings.

The Company did not repurchase shares on the open market during the years ended December 31, 2024 and 2023.

The Company repurchases shares from employees for the payment of their taxes on restricted shares that have vested. The Company repurchased $11.6 million and $10.8 million during the years ended December 31, 2024 and 2023, respectively.

During the years ended December 31, 2024 and 2023, the Company issued $4.8 million and $2.0 million of shares to employees in connection with the Employee Stock Purchase Plan ("ESPP") discussed below.

Stock Compensation Plans

Time-Lapsed Restricted Shares and Performance Share Unit Awards

Time-lapsed restricted share awards and restricted stock units ("restricted shares") have been issued to officers and other employees, and annual share awards are made to non-employee directors, under the Company's Employee Stock Incentive Plan. Additionally, in 2023 and 2024, performance share units ("PSUs") were granted to the Company's executive officers. The PSUs will vest and convert to shares of common stock at the end of a three-year performance period upon the Company's successful achievement of certain financial and market performance goals.

The Company recognizes compensation expense for the unvested portion of awards outstanding over the remainder of the service period. The compensation cost recorded for these awards is based on the Company's closing stock price at the grant date less the cost of estimated forfeitures. Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods to reflect actual forfeitures. For PSUs that are granted with a total shareholder return ("TSR") component, management estimates the fair value using a Monte Carlo simulation valuation model, as these awards are subject to a market condition.

Restricted shares and PSUs provide for the issuance of a share of the Company's common stock at no cost to the holder and generally vest after a certain stipulated number of years from the grant date, depending on the terms of the issue. Restricted shares and PSUs typically vest over approximately one to six-year periods. During these years, grantees of certain awards receive all dividends declared and retain voting rights for the granted shares. The agreements under which the one-time grant of restricted stock is issued provide that shares awarded may not be sold or otherwise transferred until restrictions established under the plans have lapsed.

The Company issued time-lapsed restricted shares and PSUs of 0.7 million, 0.7 million, and 0.9 million for the years ended December 31, 2024, 2023, and 2022, respectively. The Company issues new shares from its authorized but unissued share

pool. At December 31, 2024, approximately 4.6 million shares of the Company's common stock were reserved for issuance.

The following table summarizes the components of the Company's stock-based compensation programs recorded as expense:

(in thousands)	**2024**	2023	2022
Restricted shares and PSUs:			
Compensation expense	**$ 28,795**	$ 24,222	$ 20,816

The total income tax benefit related to stock-based compensation awards recognized in income was $5.5 million, $5.2 million, and $4.7 million for the years ended December 31, 2024, 2023, and 2022, respectively. As of December 31, 2024 and 2023, $ 55.3 million and $50.0 million, respectively, of total unrecognized compensation cost related to restricted shares and PSUs are expected to be recognized over a weighted average period of approximately 3.1 years and 2.8 years at December 31, 2024 and 2023, respectively.

The following table summarizes information on unvested awards outstanding as of December 31, 2024, 2023 and 2022.

(number of shares in thousands)	**Number of Shares**	**Weighted Average Grant-Date Fair Value**
Unvested as of December 31, 2021	**2,596**	$ 26.16
Forfeited	**(90)**	26.37
Vested	**(675)**	19.99
Granted	**854**	30.12
Unvested as of December 31, 2022	**2,685**	$ 28.97
Forfeited	**(98)**	29.83
Vested	**(840)**	26.87
Granted	**678**	36.10
Unvested as of December 31, 2023	**2,425**	$ 31.66
Forfeited	**(113)**	35.19
Vested	**(758)**	29.87
Granted	**873**	40.39
Performance Attainment Adjustment	**62**	36.30
Unvested as of December 31, 2024	**2,489**	$ 35.46

Employee Stock Purchase Plan

On April 26, 2022, shareholders approved the Rollins, Inc. 2022 Employee Stock Purchase Plan ("ESPP") which provides eligible employees with the option to purchase shares of Company common stock, at a discount, through payroll deductions during six-month offering periods. Initially, a maximum of 1,000,000 shares of the Company's common stock are authorized for issuance under the ESPP. Under the ESPP, shares of common stock may be purchased by eligible participants during defined purchase periods at 90% of the lesser of the closing price of the Company's common stock on the first day or last day of each purchase period. The first offering period for the ESPP began on July 1, 2022. The Company recorded compensation expense of $1.2 million, $0.4 million, and $0.4 million in connection with the ESPP for the years ended December 31, 2024, 2023, and 2022, respectively. Compensation expense for the ESPP is included in cost of services provided and sales, general and administrative expenses in our consolidated statements of income.

14. ACCUMULATED OTHER COMPREHENSIVE LOSS

Accumulated other comprehensive loss consists of the following (in thousands):

	Pension Liability Adjustment	Foreign Currency Translation	Available for Sale Securities	Total
Balance at December 31, 2021	$ (322)	$ (16,089)	$ —	$ (16,411)
Change during 2022:				
Before-tax amount	—	(14,215)	(936)	(15,151)
Tax (expense) benefit	—	—	—	—
Other comprehensive (loss) income	—	(14,215)	(936)	(15,151)
Balance at December 31, 2022	(322)	(30,304)	(936)	(31,562)
Change during 2023:				
Before-tax amount	(290)	4,816	206	4,732
Tax (expense) benefit	75	—	—	75
Other comprehensive loss	(215)	4,816	206	4,807
Balance at December 31, 2023	(537)	(25,488)	(730)	(26,755)
Change during 2024:				
Before-tax amount	—	(17,318)	146	(17,172)
Tax (expense) benefit	—	293	—	293
Other comprehensive income (loss)	—	(17,025)	146	(16,879)
Balance at December 31, 2024	$ (537)	$ (42,513)	$ (584)	$ (43,634)

15. INCOME TAXES

For the years ended December 31, income from continuing operations before income taxes consisted of the following:

(in thousands)	**2024**	2023	2022
Income before income taxes			
Domestic	**$ 592,704**	$ 548,428	$ 465,991
Foreign	**37,526**	37,829	32,926
Total income from continuing operations before income taxes	**$ 630,230**	$ 586,257	$ 498,917

For the years ended December 31, the Company's income tax provision consisted of the following:

(in thousands)	**2024**	2023	2022
Current:			
Federal	**$ 126,246**	$ 112,647	$ 92,793
State	**36,328**	33,516	26,786
Foreign	**11,613**	12,781	9,144
Total current tax expense	**174,187**	158,944	128,723
Deferred:			
Federal	**(6,848)**	(2,349)	(333)
State	**(2,336)**	(2,925)	2,011
Foreign	**(1,152)**	(2,370)	(83)
Total deferred tax (benefit) expense	**(10,336)**	(7,644)	1,595
Total income tax provision	**$ 163,851**	$ 151,300	$ 130,318

The following table presents the principal components of the difference between the effective tax rate and the U.S. federal statutory income tax rate for the years ended December 31:

(in thousands)	2024	2023	2022
Income tax at statutory rate	**$ 132,348**	$ 123,114	$ 104,773
State income tax expense (net of federal benefit)	**26,854**	24,167	22,750
Foreign tax rate differential	**2,071**	1,948	1,907
Tax on unremitted earnings	**355**	1,408	549
Federal tax credits	**(1,296)**	(1,362)	(616)
Permanent items	**2,773**	2,239	445
Other reconciling items	**746**	(214)	510
Total income tax provision	**$ 163,851**	$ 151,300	$ 130,318

Deferred income taxes reflect the net tax effects of the temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and income tax purposes. The Company's deferred tax assets and liabilities as of December 31, 2024 and 2023 are as follows:

(in thousands)	2024	2023
Deferred tax assets:		
Employee compensation and benefits	**$ 15,146**	$ 15,451
Unearned revenues	**15,243**	13,998
Insurance reserves	**29,773**	24,152
Lease liabilities	**118,382**	90,486
Non-amortizable intangible assets	**7,792**	6,883
Other deferred tax assets	**16,415**	14,944
Total deferred tax assets	**202,751**	165,914
Valuation allowance	**(7,792)**	(6,883)
Net deferred tax assets	**$ 194,959**	$ 159,031
Deferred tax liabilities:		
Fixed assets and depreciation	**$ 9,599**	$ 12,430
Intangible assets	**93,872**	81,194
Right of use assets	**102,299**	81,971
Other deferred tax liabilities	**—**	—
Total deferred tax liabilities	**$ 205,770**	$ 175,595
Net deferred taxes		
Deferred tax assets	**4,841**	2,294
Deferred tax liabilities	**(15,652)**	(18,858)
Net deferred taxes	**$ (10,811)**	$ (16,564)

Deferred tax assets are included in "Other assets" and deferred tax liabilities are included in "Other long-term accrued liabilities" on the balance sheet.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all the deferred tax assets will not be realized. As of December 31, 2024, the Company increased its valuation allowance by approximately $0.9 million related to deferred tax assets on intangible assets held in Australia. The Company does not expect to recognize such deferred tax assets as it expects to continue its operations in Australia for the foreseeable future and the related intangible assets are not amortizable for tax purposes in Australia.

The changes in the Company's valuation allowance for deferred tax assets are as follows:

(in thousands)	
December 31, 2022	**$ —**
Charged to income tax expense	**962**
Charged to other accounts	**5,921**
December 31, 2023	**6,883**
Charged to income tax expense	**909**
Charged to other accounts	**—**
December 31, 2024	**$ 7,792**

As of December 31, 2024, the Company has no net operating loss carryforwards in any federal, state, or foreign jurisdictions. The Company has a $0.2 million foreign tax credit carryforward which if not fully utilized will expire in 2026. The Company also has state tax credit carryforwards of $1.3 million which will begin to expire in 2026 if not fully utilized.

We intend to continue to grow the business in the international markets where we have a presence. As of December 31, 2024, we assert that foreign cash earnings in excess of working capital and cash needed for strategic investments and acquisitions are not intended to be indefinitely reinvested offshore and we have included the tax effects of such current and/or future repatriations, including applicable state taxes and foreign withholding tax of such cash earnings in these financial statements. Any non-cash unremitted earnings in our foreign subsidiaries are considered to be permanently reinvested and deferred taxes have not been provided on these earnings.

The total amount of unrecognized tax benefits as of December 31, 2024 that, if recognized, would affect the effective tax rate is $1.6 million. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

December 31, (in thousands)	**2024**	2023	2022
Unrecognized tax benefits at beginning of year	**$ 1,784**	$ 1,394	$ 1,018
Additions for tax positions of prior years	**—**	653	376
Reductions for tax positions of prior years	**(39)**	(263)	—
Settlements with taxing authorities	**(161)**	—	—
Unrecognized tax benefits at end of year	**$ 1,584**	$ 1,784	$ 1,394

As of December 31, 2024, the Company believes it is reasonably possible that the amount of unrecognized tax benefits may decrease by $1.4 million over the next 12 months as it relates to U.S. federal and foreign jurisdictions.

The Company's policy is to record interest and penalties related to income tax matters in income tax expense. Accrued interest and penalties were $0.6 million, $0.6 million and $0.2 million as of December 31, 2024, 2023 and 2022, respectively.

The Company files U.S. federal income tax returns, as well as separate and combined income tax returns in numerous state and foreign jurisdictions. The Company is under examination in certain state jurisdictions for years ranging from 2019 through 2021. The Company regularly assesses the outcomes of both ongoing and future examinations for the current or prior years to determine whether the Company's provision for income taxes is sufficient. The Company recognizes liabilities based on estimates of whether additional taxes will be due and believes its reserves are adequate in relation to any potential assessments. The outcome of any one examination, some of which may conclude during the next 12 months, is not expected to have a material impact on the Company's financial position or results of operations.

16. RELATED PARTY TRANSACTIONS

Aircraft and Administrative Arrangements

In 2014, P.I.A. LLC, a company then owned by our late Chairman of the Board of Directors, R. Randall Rollins, purchased a Lear Model 35A jet and entered into a lease arrangement with the Company for company use of the aircraft for business purposes. P.I.A. LLC is now owned by a trust for the benefit of the late Mr. Rollins' family. The Company terminated the lease in 2024. The Company paid $100 per month in rent for the leased aircraft, and all variable costs and expenses associated with the leased aircraft, such as the costs for fuel, maintenance, storage and pilots. The Company had the priority right to use of the aircraft on business days, and Rollins family members and guests had the right to use the aircraft for personal use through the terms of an Aircraft Time Sharing Agreement with the Company. During 2024, the Company did not use the aircraft, but paid $500 in rent during the year ended December 31, 2024. During the years ended December 31, 2023 and 2022, the Company paid or incurred approximately $0.6 million, and $0.3 million in rent and operating costs under the Aircraft Time Sharing Agreement, respectively.

In August 2023, GWRG450, LLC ("GWR LLC"), a company wholly-owned by Gary W. Rollins, purchased a Gulfstream 450 aircraft (the "G450"). In connection with the G450 purchase, the Company entered a lease arrangement with GWR LLC to lease the G450 for corporate purposes from time to time. That lease arrangement was superseded and replaced effective January 1, 2024 with a Non-Exclusive Part 91 (Dry) Aircraft Lease Agreement between the Company and GWR, LLC (the "Dry Lease"). Pursuant to the Dry Lease, the Company has access to the aircraft for business purposes. The Company pays GWR, LLC an hourly flight rent with a minimum charge per use of $15,000 per round trip with a minimum annual rental commitment of $300,000. In addition, as consideration for access to the aircraft, the Company pays $300,000 of its annual maintenance charges, a portion of costs for the maintenance contractor and the state and local sales tax on the rental payments. The Dry Lease expires on June 30, 2025 unless sooner terminated or extended pursuant to its terms. The Company paid $0.6 million to GWR LLC for the year ended December 31, 2024 pursuant to the Dry Lease.

Pursuant to a Pilot Sharing Agreement (the "Pilot Sharing Agreement"), amended September 30, 2024, among the Company, LOR, and Mr. Gary W. Rollins ("GWR"): (1) the Company agrees to provide pilot services and training to LOR and GWR to operate aircraft they own directly or indirectly, (2) LOR agrees to reimburse the Company for 50% of the pilot services and training, and (3) LOR agrees to reimburse the Company for the pilot expenses for the LOR aircraft. Charges to LOR under the Pilot Sharing Agreement totaled $0.5 million, $0.5 million and $0.6 million for the years ended December 31, 2024, 2023 and 2022, respectively.

Pursuant to the Administrative Services Agreement (the "Administrative Services Agreement") among the Company, LOR and GWR LLC, the Company provides certain services to LOR and GWR LLC. Among other fees, LOR and GWR LLC each agree to pay for a third of all aircraft hanger related expenses, and LOR agrees to pay a hut rental fee. The Company also provides accounting services and accounts payable services related to all aviation activities and employs or contracts for pilots for all such aircraft. Charges to LOR and GWR LLC for rent and administrative services totaled $2.2 million, $1.1 million and $0.8 million for the years ended December 31, 2024, 2023 and 2022, respectively.

The foregoing aircraft and administrative services arrangements were previously approved by the Company's Nominating and Corporate Governance Committee.

Related Party Franchise Agreement

On each of December 1, 2019 and October 1, 2024, Orkin, a subsidiary of the Company entered into a franchise agreement with Wilson Pest Management, Inc. The franchises are owned 100% by John Wilson IV. The Company received a total of approximately $ 0.2 million during each of the years ended December 31, 2024, 2023 and 2022, respectively. John Wilson IV is the son of John F. Wilson, Executive Chairman of the Company. The Company's Nominating and Corporate Governance Committee approved the agreements in accordance with its Related Party Transactions policy.

Registration Rights Agreement and Secondary Offering

On September 6, 2023, the Company entered into the Underwriting Agreement with LOR and the Underwriters, relating to the Offering. In connection with the Offering, LOR granted the Underwriters an option to purchase Optional Shares. The Offering, including the sale of the Optional Shares, closed on September 11, 2023. The Company did not sell any shares in the Offering and did not receive any proceeds from the Offering. In addition, the Company completed the repurchase from

LOR of 8,724,100 of the shares of Common Stock offered in the Offering for approximately $300 million at the same per share price paid by the Underwriters to LOR in the Offering, or $34.39 per share.

On June 5 2023, the Company entered into a registration rights agreement (the "Registration Rights Agreement") with LOR and LOR paid $1.5 million to the Company and upon closing the Offering, LOR paid $3.5 million to the Company pursuant to the Registration Rights Agreement. Pursuant to the Registration Rights Agreement, the Company will pay all costs, fees and expenses incident to the Company's performance or compliance with the Registration Rights Agreement with respect to a total of five (5) requested offerings, and thereafter, LOR will be responsible for all such expenses in connection with any subsequent offering. These cash receipts were included in other financing activities in our consolidated statement of cash flows.

In connection with the Offering, LOR entered into a lock-up agreement with the Underwriters for a period of 365 days from the pricing date of the Offering, during which time LOR was restricted from engaging in certain transactions with respect to its shares of the Company's common stock. The Offering was made pursuant to the Company's existing registration statement on Form S-3, previously filed with the SEC and declared effective by the SEC on June 22, 2023, as supplemented by the prospectus supplement dated September 6, 2023, filed with the SEC pursuant to Rule 424(b)(5) under the Securities Act of 1933, as amended.

The Underwriting Agreement contains customary representations, warranties and covenants of the Company and LOR and also provides for customary indemnification by each of the Company, LOR and the Underwriters against certain liabilities. The foregoing description of the Underwriting Agreement is not meant to be a complete description and is qualified in its entirety by the Underwriting Agreement.

17. RESTRUCTURING COSTS

During 2023, the Company executed a restructuring program to modernize its workforce. These changes were primarily across corporate-related functions and enabled us to make more strategic improvements in our support functions. As a result of this program, the Company incurred $ 5.2 million in restructuring costs, consisting mainly of one-time termination benefits, including severance and outplacement services, stock-based compensation, and other benefits-related costs. These costs are recorded within restructuring costs in our consolidated statement of income. As of December 31, 2023, the Company had accrued restructuring costs of $ 2.1 million, which are included in accrued compensation and related liabilities in our consolidated balance sheet. No such costs were incurred during 2024 and as of December 31, 2024 we have no remaining obligation associated with this program.

18. EARNINGS PER SHARE

The Company reports both basic and diluted earnings per share. Basic earnings per share is computed by dividing net income available to participating common stockholders by the weighted average number of participating common shares outstanding for the period. Diluted earnings per share is calculated by dividing the net income available to participating common stockholders by the diluted weighted average number of shares outstanding for the period. The diluted weighted average number of shares outstanding is the basic weighted number of shares adjusted for any potentially dilutive equity.

The following table sets forth the computation of basic and diluted earnings per share under the two-class method (in thousands, except per share data):

Year Ended December 31,	2024	2023	2022
Net income available to stockholders	**$ 466,379**	$ 434,957	$ 368,599
Less dividends paid:			
Common stock	**(296,818)**	(263,016)	(210,509)
Time-lapse restricted awards	**(1,313)**	(1,332)	(1,109)
Undistributed earnings for the period	**$ 168,248**	$ 170,609	$ 156,981
Allocation of undistributed earnings:			
Common stock	**$ 167,507**	$ 169,687	$ 156,123
Time-lapse restricted awards	**741**	859	823
Restricted stock units	**—**	63	35
Weighted-average shares outstanding:			
Weighted-average outstanding common shares	**482,117**	487,480	489,719
Add participating securities:			
Weighted-average time-lapse restricted awards	**2,132**	2,469	2,581
Total weighted-average shares outstanding – basic	**484,249**	489,949	492,300
Dilutive effect of restricted stock units	**46**	181	113
Total weighted-average shares outstanding – diluted	**484,295**	490,130	492,413
Basic earnings per share:			
Common stock:			
Distributed earnings	**$ 0.62**	$ 0.54	$ 0.43
Undistributed earnings	**0.34**	0.35	0.32
	$ 0.96	$ 0.89	$ 0.75
Diluted earnings per share:			
Common stock:			
Distributed earnings	**$ 0.62**	$ 0.54	$ 0.43
Undistributed earnings	**0.34**	0.35	0.32
	$ 0.96	$ 0.89	$ 0.75

19. SEGMENT AND GEOGRAPHIC INFORMATION

The Company operates under one reportable segment which contains our residential, commercial, and termite service offerings. The Company's chief operating decision maker ("CODM") is the chief executive officer. The CODM uses net income to assess financial performance and allocate resources. This financial metric is used by the CODM to make key operating decisions, such as the determination of the rate of growth investments and the allocation of budget between cost categories. The measure of segment assets is reported on the balance sheet as total consolidated assets.

The following table presents selected financial information with respect to the Company's single reportable segment for the years ended December 31:

(in thousands)	2024	2023	2022
Revenue	**$ 3,388,708**	$ 3,073,278	$ 2,695,823
Less:			
Cost of services provided (exclusive of depreciation and amortization below):			
Employee expenses	**1,048,992**	953,600	850,615
Materials and supplies	**212,296**	197,825	175,402
Insurance and claims	**68,326**	60,390	50,726
Fleet expenses	**131,898**	127,390	117,035
Other cost of services provided [1]	**141,685**	130,666	114,621
Total cost of services provided (exclusive of depreciation and amortization below)	**1,603,197**	1,469,871	1,308,399
Sales, general and administrative:			
Selling and marketing expenses	**427,916**	375,805	324,935
Administrative employee expenses	**313,814**	291,772	263,547
Insurance and claims	**41,434**	37,946	30,464
Fleet expenses	**33,580**	31,415	29,686
Other sales, general and administrative [2]	**198,323**	178,295	154,078
Total sales, general and administrative	**1,015,067**	915,233	802,710
Restructuring costs	**—**	5,196	—
Depreciation and amortization	**113,220**	99,752	91,326
Interest expense, net	**27,677**	19,055	2,638
Other income, net	**(683)**	(22,086)	(8,167)
Income tax expense	**163,851**	151,300	130,318
Net income	**$ 466,379**	$ 434,957	$ 368,599

[1] Other cost of services provided includes facilities costs, professional services, maintenance and repairs, software license costs, and other expenses directly related to providing services.

[2] Other sales, general and administrative includes facilities costs, professional services, maintenance and repairs, software license costs, bad debt expense, and other administrative expenses.

See the consolidated financial statements for other financial information regarding the Company's reportable segment. See Note 3, Revenue for further information on revenue.

The Company's long-lived tangible assets, as well as the Company's operating lease right-of-use assets recognized on the consolidated statements of financial position were located as follows:

December 31, (in thousands)	2024	2023
United States	**$ 503,767**	$ 422,340
International	**35,546**	27,711

20. SUBSEQUENT EVENTS

Quarterly Dividend

On January 22, 2025, the Company's Board of Directors declared a regular quarterly cash dividend on its common stock of $0.165 payable March 10, 2025 to stockholders of record at the close of business February 25, 2025. The Company expects to continue to pay cash dividends to the common stockholders, subject to the earnings and financial condition of the Company and other relevant factors.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosures.

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company has a Disclosure Committee, consisting of certain members of management to assist our Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer) in preparing the disclosures required under the SEC rules and to help confirm that the Company's disclosure controls and procedures are properly implemented. The Disclosure Committee meets on a quarterly basis and otherwise as may be necessary.

Our management, with the participation of our principal executive officer and principal financial officer, conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in rules 13a 15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") as of December 31, 2024 (the "Evaluation Date"). Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of the Evaluation Date to confirm that the information required to be included in reports filed under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms.

Management's Report on Internal Control Over Financial Reporting—Management's Report on Internal Control Over Financial Reporting is contained on page 37. The effectiveness of our internal control over financial reporting as of December 31, 2024 has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in its report on page 38.

Changes in Internal Controls—There were no changes in the Company's internal control over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act, during the quarter ended December 31, 2024 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information

On February 11, 2025, the Company's Human Capital Management and Compensation Committee approved the following: (1) Change-in-Control and Restrictive Covenant Agreements with certain of its executive officers, including Jerry E. Gahlhoff, Jr., Kenneth D. Krause, and Elizabeth B. Chandler; (2) Indemnification Agreements with each of its executive officers and directors; and (3) an Amended and Restated Deferred Compensation Plan. The following description of these agreements and plan is a summary only and is qualified by reference to the form of agreements and plan themselves, which are filed as Exhibits 10.15, 10.6, and 10.7 hereto, respectively.

1. Each Change-in-Control and Restrictive Covenant Agreement provides that:
    - In the event of a termination of the executive officer's employment by the Company without "cause" or by the executive for "good reason", in either case within twenty-four (24) months following a "change in control," as such terms are defined in the agreement, the executive officer will be eligible to receive the following benefits, subject to his or her execution and non-revocation of a release of claims and compliance with the restrictive covenants outlined below:
        - a lump sum cash severance payment equal to a multiple of the executive officer's base salary and target cash bonus (3x for the Chief Executive Officer; 2x for the Chief Financial Officer; and 1.5x for the Chief Legal Officer),

    - a pro-rated bonus payment for the year of termination,
    - payment of employer-portion of health plan premium for 18 months, and
    - vesting of performance share units based on assumed achievement of target level of performance.
  - The executive officer will be subject to certain restrictive covenants following his or her termination of employment for any reason, including:
    - restrictions on the disclosure and use of confidential information,
    - 2-year post-employment non-competition covenant,
    - 2-year post-employment non-solicitation of protected customers covenant,
    - 2-year post-employment non-recruitment of employees and independent contractors covenant, and
    - a non-disparagement obligation.

2. Each Indemnification Agreement provides that:
  - In general, the Company will, to the extent permitted by applicable law and subject to certain limitations, indemnify the executive officer or director against all costs, expenses, liabilities and losses actually and reasonably incurred or suffered in connection with any threatened, pending or completed action, suit, arbitration or proceeding or any inquiry or investigation the defense or settlement of any civil, criminal, administrative, or investigative action, suit, or proceeding to which he or she is or may become a party or a witness or other participant based upon, arising from, relating to, or by reason of the fact that he or she is, was, shall be, or shall have been a director and/or officer of the Company or is or was serving, shall serve, or shall have served at the request of the Company as a director, officer, partner, trustee, employee, or agent.
  - The Indemnification Agreement does not exclude any other rights to indemnification or advancement of expenses to which the executive officer or director may be entitled, including any rights arising under the Company's articles, by-laws, law, agreement, policy of insurance or similar protection, vote of stockholders or directors.

3. Amended and Restated Deferred Compensation Plan
  - The Plan provides Participants, which include all of our executive officers, with the right to elect to defer Annual Regular Compensation up to 50% and/or Annual Bonus Payments up to 85%.
  - For each payment of Annual Regular Compensation or Annual Bonus Payment from which a Participant elects to have amounts deferred under the Plan, the Plan Committee shall credit to the Participant's Company Match Account an amount equal to fifty percent (50%) of the amount of such deferrals subject to a maximum annual match credit of three percent (3%) of such payment of Annual Regular Compensation or Annual Bonus Payment, respectively.

Rule 10b5-1 Trading Plans

Securities Trading Plans of Directors and Executive Officers

During the three months ended December 31, 2024, the following directors and "officers" (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended) adopted, modified or terminated contracts, instructions or written plans for the sale of the Company's securities, each of which is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) of the Exchange Act, referred to as Rule 10b5-1 trading plans.

Name and Title	Date of Adoption of the Rule 10b5-1 Trading Plan	Scheduled Expiration Date of the Rule 10b5-1 Trading Plan	Total Amount of Securities to Be Sold	Transactions Pursuant to 10b5-1 Trading Plan	Early Termination of the Rule 10b5-1 Trading Plan
Elizabeth B. Chandler Chief Legal Officer, General Counsel and Corporate Secretary	October 25, 2024	April 25, 2025	Net shares of Company common stock obtained upon vesting of 20,377 shares subject to currently unvested restricted stock grants	Sales to occur on or after February 21, 2025, if certain limit prices are met and if restricted stock has vested	If all net shares of Company common stock obtained upon vesting of 20,377 shares subject to currently unvested restricted stock grants are sold prior to the scheduled expiration date, the trading plan will terminate on such earlier date
Thomas D. Tesh Chief Administrative Officer	December 9, 2024	May 30, 2025	5,763 shares of Company common stock	Sales to occur on or after March 10, 2025, if certain limit prices are met and if restricted stock has vested	If all 5,763 shares are sold prior to the scheduled expiration date, the trading plan will terminate on such earlier date

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not Applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

The information required by this Item, except that set forth below regarding the Company's code of ethics and insider trading policy, will be set forth in our Proxy Statement for the 2025 Annual Meeting of Stockholders and is incorporated herein by reference. The Proxy Statement will be filed with the SEC within 120 days of the fiscal year ended December 31, 2024, or by the following business day.

The Company has adopted a Code of Business Conduct that applies to all employees. In addition, the Company has adopted a Code of Business Conduct and Ethics for Directors and Executive Officers and Related Party Transactions. Both of these documents are available on the Company's website at www.rollins.com, under the heading "Governance- Governance Documents," and a copy is available by writing to Investor Relations at 2170 Piedmont Road, Atlanta, Georgia 30324. The Company intends to satisfy the disclosure requirement under Item 5.05 of Form 8-K regarding an amendment to, or waiver from, a provision of its code of ethics that relates to any elements of the code of ethics definition enumerated in SEC rules by posting such information on its internet website, the address of which is provided above.

The Company has adopted an insider trading policy which governs transactions in our securities by the Company and its directors, officers, employees, consultants, and contractors and is reasonably designed to promote compliance with insider trading laws, rules and regulations applicable to the Company. A copy of our insider trading policy is filed with this Annual Report on Form 10-K as Exhibit 19.1.

Item 11. Executive Compensation.

The information required by this Item will be set forth in our Proxy Statement for the 2025 Annual Meeting of Stockholders and is incorporated herein by reference. The Proxy Statement will be filed with the SEC within 120 days of the fiscal year ended December 31, 2024, or by the following business day.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The information required by this Item will be set forth in our Proxy Statement for the 2025 Annual Meeting of Stockholders and is incorporated herein by reference. The Proxy Statement will be filed with the SEC within 120 days of the fiscal year ended December 31, 2024, or by the following business day.

Item 13. Certain Relationships and Related Party Transactions, and Director Independence.

Information concerning certain relationships and related party transactions and director independence will be included in the Proxy Statement for the 2025 Annual Meeting of Stockholders and is incorporated herein by reference. The Proxy Statement will be filed with the SEC within 120 days of the fiscal year ended December 31, 2024, or by the following business day.

Item 14. Principal Accounting Fees and Services.

Information regarding principal accounting fees and services will be included in the Proxy Statement for the 2025 Annual Meeting of Stockholders and is incorporated herein by reference. The Proxy Statement will be filed with the SEC within 120 days of the fiscal year ended December 31, 2024, or by the following business day.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) Consolidated Financial Statements, Financial Statement Schedule and Exhibits.

1. Consolidated financial statements listed in the accompanying Index to Consolidated Financial Statements and Schedule are filed as part of this report.
2. All schedules have been omitted as not applicable, immaterial or disclosed in the Consolidated Financial Statements or notes thereto.
3. Exhibits listed in the accompanying Index to Exhibits are filed as part of this report.

Exhibit No.	Exhibit Description	Incorporated By Reference			Filed Herewith
		Form	Date	Number	
3.1	Restated Certificate of Incorporation of Rollins, Inc., dated July 28, 1981	10-Q	August 1, 2005	(3)(i)(A)	
3.2	Certificate of Amendment of Certificate of Incorporation of Rollins, Inc., dated August 20, 1987	10-K	March 11, 2005	(3)(i)(B)	
3.3	Certificate of Change of Location of Registered Office and of Registered Agent, dated March 22, 1994	10-Q	August 1, 2005	(3)(i)(C)	
3.4	Certificate of Amendment of Certificate of Incorporation of Rollins, Inc., dated April 26, 2011	10-K	February 25, 2015	(3)(i)(E)	
3.5	Certificate of Amendment of Certificate of Incorporation of Rollins, Inc., dated April 28, 2015	10-Q	July 29, 2015	(3)(i)(F)	
3.6	Certificate of Amendment of Certificate of Incorporation of Rollins, Inc., dated April 23, 2019	10-Q	April 26, 2019	(3)(i)(G)	
3.7	Certificate of Amendment of Certificate of Incorporation of Rollins, Inc., dated April 27, 2021	10-Q	July 30, 2021	(3)(i)(H)	
3.8	Amended and Restated By-laws of Rollins, Inc., dated July 23, 2024	10-Q	July 25, 2024	3.8	
4.1	Form of Common Stock Certificate of Rollins, Inc.	10-K	March 26, 1999	(4)	
4.2	Description of Registrant's Securities	10-K	February 28, 2020	4(b)	
10.1*	2018 Stock Incentive Plan	DEF 14A	March 21, 2018	Appendix A	
10.2*	Offer Letter dated July 25, 2022, between Kenneth D. Krause and the Company	10-Q	October 27, 2022	10.19	
10.3*	Credit Agreement, dated as of February 24, 2023, among Rollins, as borrower, certain other subsidiaries of Rollins from time to time party thereto as borrowers, each lender from time to time party thereto and JPMorgan Chase, N.A., as administrative agent.	8-K	February 27, 2023	10.1	
10.4*	Registration Rights Agreement, dated as of June 5, 2023 between Rollins, Inc. and LOR, Inc.	S-3	June 5, 2023	4.11	
10.5*	Form of Indemnification Agreement entered into by the registrant with each of its executive officers and directors				X
10.6*	Form of Change-in-Control Severance and Restrictive Covenant Agreement entered into by the registrant with each of its executive officers				X
10.7*	Rollins, Inc. Amended and Restated Deferred Compensation Plan				X
10.8*	Form of Time-Lapse Restricted Stock Agreement	10-Q	April 27, 2012	10.1	
10.9*	Form of Time-Lapse Restricted Stock Agreement for Section 16 Reporting Persons	10-Q	October 27, 2022	10.18	
10.10*	Form of Rollins, Inc. Performance Share Unit Award Agreement	10-K	February 15, 2024	10.1	
10.11*	Form of 2024 Time-Lapse Restricted Stock Agreement for Section 16 Reporting Persons	10-K	February 15, 2024	10.23	
10.12*	Form of 2024 Rollins Inc. Performance Share Unit Award Agreement	10-K	February 15, 2024	10.24	
10.13*	Form of 2025 Time-Lapse Restricted Stock Agreement for Section 16 Reporting Persons				X

10.14*	Form of 2025 Rollins Inc. Performance Share Unit Award Agreement				X
10.15*	Rollins, Inc. 2024 Executive Bonus Agreement–Gary W. Rollins	10-K	February 15, 2024	10.11	
10.16*	Rollins, Inc. 2024 Executive Bonus Agreement–John F. Wilson	10-K	February 15, 2024	10.14	
10.17*	Rollins, Inc. 2024 Executive Bonus Agreement–Jerry E. Gahlhoff, Jr.	10-K	February 15, 2024	10.12	
10.18*	Rollins, Inc. 2024 Executive Bonus Agreement–Kenneth D. Krause	10-K	February 15, 2024	10.13	
10.19*	Rollins, Inc. 2024 Executive Bonus Agreement–Elizabeth B. Chandler	10-K	February 15, 2024	10.15	
10.20*	Rollins, Inc. 2025 Executive Bonus Agreement–John F. Wilson				X
10.21*	Rollins, Inc. 2025 Executive Bonus Agreement–Jerry E. Gahlhoff, Jr.				X
10.22*	Rollins, Inc. 2025 Executive Bonus Agreement–Kenneth D. Krause				X
10.23*	Rollins, Inc. 2025 Executive Bonus Agreement–Elizabeth B. Chandler				X
10.24*	Rollins, Inc. 2025 Executive Bonus Agreement–Thomas D. Tesh				X
19.1	Rollins, Inc. Insider Trading Policy				X
21	Subsidiaries of Registrant				X
23.1	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm				X
23.2	Consent of Grant Thornton LLP, Independent Registered Public Accounting Firm				X
24	Powers of Attorney for Directors				X
31.1	Certification of Chief Executive Officer Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
31.2	Certification of Chief Financial Officer Pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
32.1**	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				X
97.1	Rollins, Inc. Incentive-Based Compensation Recovery Policy, effective as of October 2, 2023	10-K	February 15, 2024	97.10	
101.INS	Inline XBRL Instance Document				X
101.SCH	Inline XBRL Schema Document				X
101.CAL	Inline XBRL Calculation Linkbase Document				X
101.LAB	Inline XBRL Labels Linkbase Document				X
101.PRE	Inline XBRL Presentation Linkbase Document				X
101.DEF	Inline XBRL Definition Linkbase Document				X
104	Cover Page Interactive Data File (embedded with the Inline XBRL document)				X

* Indicates management contract or compensatory plan or arrangement.

** This certification is deemed furnished, and not filed, with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Rollins, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Annual Report on Form 10-K, irrespective of any general incorporation language contained in such filing.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ROLLINS, INC.

By: /s/ Jerry E. Gahlhoff, Jr.
Jerry E. Gahlhoff, Jr.
President and Chief Executive Officer
(Principal Executive Officer)

Date: February 13, 2025

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

By: /s/ Jerry E. Gahlhoff, Jr.
Jerry E. Gahlhoff, Jr.
President and Chief Executive Officer
(Principal Executive Officer)

Date: February 13, 2025

By: /s/ Kenneth D. Krause
Kenneth D. Krause
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: February 13, 2025

By: /s/ Traci Hornfeck
Traci Hornfeck
Chief Accounting Officer
(Principal Accounting Officer)

Date: February 13, 2025

The Directors of Rollins, Inc. (listed below) executed a power of attorney appointing Jerry E. Gahlhoff, Jr. their attorney-in-fact, empowering him to sign this report on their behalf.

Gary W. Rollins, Executive Chairman Emeritus
John F. Wilson, Executive Chairman of the Board
Louise S. Sams, Lead Director
Susan R. Bell, Director
Donald P. Carson, Director
Jerry E. Gahlhoff, Director
Patrick J. Gunning, Director
Gregory B. Morrison, Director
Pamela R. Rollins, Director
P. Russell Hardin, Director

/s/ Jerry E. Gahlhoff, Jr.
Jerry E. Gahlhoff, Jr.
As Attorney-in-Fact & Director
February 13, 2025

ROLLINS, INC. AND SUBSIDIARIES
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS AND SCHEDULE

The following documents are filed as part of this report.

Financial statements and reports	Page Number From This Form 10-K
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Reports of Independent Registered Public Accounting Firm (PCAOB ID Number 248)	40
Consolidated Financial Statements	
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Consolidated Statements of Income for each of the three years in the period ended December 31, 2024	42
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Consolidated Statements of Stockholders' Equity for each of the three years in the period ended December 31, 2024	44
Consolidated Statements of Cash Flows for each of the three years in the period ended December 31, 2024	45
Notes to Consolidated Financial Statements	46

Financial Statement Schedules

All schedules have been omitted as not applicable, immaterial or disclosed in the Consolidated Financial Statements or notes thereto.

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT ("***Agreement***") dated as of [●], 2025, by and between Rollins, Inc., a Delaware corporation (the "***Corporation***") and [*insert name of indemnitee*] ("***Indemnitee***").

RECITALS

WHEREAS, the Amended and Restated By-Laws of the Corporation, dated July 23, 2024 (the "***By-Laws***") provides for indemnification by the Corporation of its directors and officers as provided therein, and the Indemnitee has agreed to serve as a director and/or officer of the Corporation or has agreed to continue to serve as a director and/or officer of the Corporation;

WHEREAS, to provide the Indemnitee with additional contractual assurance of protection against personal liability in connection with certain proceedings described below, the Corporation desires to enter into this Agreement;

WHEREAS, the General Corporation Law of the State of Delaware (the "***DGCL***") expressly recognizes that the indemnification provisions of the DGCL are not exclusive of any other rights to which a person seeking indemnification may be entitled under the By-Laws, a resolution of stockholders or directors, an agreement or otherwise, and this Agreement is being entered into pursuant to and in furtherance of the By-Laws, as permitted by the DGCL and as authorized by the By-Laws and the Board of Directors of the Corporation (the "***Board***"); and

WHEREAS, in order to induce the Indemnitee to serve or continue to serve as a director and/or officer of the Corporation and in consideration of the Indemnitee so serving, the Corporation desires to indemnify the Indemnitee and to make arrangements pursuant to which the Indemnitee may be advanced or reimbursed expenses incurred by the Indemnitee in certain proceedings described below, according to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the Indemnitee's agreement to serve or continue to serve as a director and/or officer of the Corporation and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation has agreed to the covenants set forth herein for the purpose of further securing to the Indemnitee the indemnification provided by the By-Laws:

1. Indemnification.

(a) In accordance with the provisions of paragraph (b) of this Section 1 and in accordance with Article XXIV of the By-Laws, the Corporation shall hold harmless and indemnify the Indemnitee against any and all costs, expenses, liabilities and losses (including attorneys' fees and related costs, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended from time to time ("***ERISA***"), penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by the Indemnitee (net of any related insurance proceeds or other amounts received by the Indemnitee or paid by or on behalf of the Corporation on the Indemnitee's behalf, in connection with any threatened, pending or completed action, suit, arbitration or proceeding or any inquiry or

investigation, whether brought by or in the right of the Corporation or otherwise, that the Indemnitee in good faith believes might lead to the institution of any such action, suit, arbitration or proceeding), whether civil, criminal, administrative or investigative, or any appeal therefrom, in which the Indemnitee is or becomes a party or a witness or other participant, or is threatened to be made a party or witness or other participant, (a "***Proceeding***") based upon, arising from, relating to, or by reason of the fact that the Indemnitee is, was, shall be, or shall have been a director and/or officer of the Corporation or is or was serving, shall serve, or shall have served at the request of the Corporation as a director, officer, partner, trustee, employee, or agent ("***Affiliate Indemnitee***") of another foreign or domestic corporation or non-profit corporation, cooperative, partnership, joint venture, trust, or other incorporated or unincorporated enterprise. The indemnification provided herein shall be made if the Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or Proceeding, has no reasonable cause to believe his or her conduct was unlawful.

(b) In providing the foregoing indemnification, the Corporation shall, with respect to a Proceeding, hold harmless and indemnify the Indemnitee to the fullest extent permitted by the DGCL.

(c) Without limiting the generality of the foregoing, the Indemnitee shall be entitled to the rights of indemnification provided in this Section 1 for any expenses actually incurred in any Proceeding initiated by or in the right of the Corporation unless the Indemnitee shall have been adjudged to be liable to the Corporation.

(d) If the Indemnitee is entitled under this Agreement to indemnification by the Corporation for some or a portion of the Indemnified Amounts but not, however, for all of the total amount thereof, the Corporation shall nevertheless indemnify the Indemnitee for the portion thereof to which the Indemnitee is entitled.

2. Other Indemnification Arrangements. The DGCL and the By-Laws permit the Corporation to purchase and maintain insurance or furnish similar protection or make other arrangements, including, but not limited to, providing a trust fund or surety bond ("***Indemnification Arrangements***") on behalf of the Indemnitee against any liability asserted against him or her or incurred by or on behalf of him or her in such capacity as a director or officer of the Corporation or an Affiliated Indemnitee, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Agreement or under the DGCL, as it may then be in effect. The purchase, establishment, and maintenance of any such Indemnification Arrangement shall not in any way limit or affect the rights and obligations of the Corporation or of the Indemnitee under this Agreement except as expressly provided herein, and the execution and delivery of this Agreement by the Corporation and the Indemnitee shall not in any way limit or affect the rights and obligations of the Corporation or the other party or parties thereto under any such Indemnification Arrangement. All amounts payable by the Corporation pursuant to this Section 2 and Section 1 hereof are herein referred to as "***Indemnified Amounts***."

3. Advance Payment of Indemnified Amounts.

(a) The Indemnitee hereby is granted the right to receive in advance of a final, non-appealable judgment or other final adjudication of a Proceeding (a "***Final Determination***") the amount of any and all expenses, including, without limitation, investigation expenses, expert witness' and attorney's fees and other expenses expended or incurred by the Indemnitee in connection with any Proceeding or otherwise expended or incurred by the Indemnitee (such amounts so expended or incurred being referred to as "***Advanced Amounts***").

(b) In making any written request for Advanced Amounts, the Indemnitee shall submit to the Corporation a schedule setting forth in reasonable detail the dollar amount expended or incurred and expected to be expended. Each such listing shall be supported by the bill, agreement, or other documentation relating thereto, each of which shall be appended to the schedule as an exhibit. In addition, before the Indemnitee may receive Advanced Amounts from the Corporation, the Indemnitee shall provide to the Corporation (i) a written affirmation of the Indemnitee's good faith belief that the applicable standard of conduct required for indemnification by the Corporation has been satisfied by the Indemnitee, and (ii) a written undertaking by or on behalf of the Indemnitee to repay the Advanced Amount if it shall ultimately be determined that the Indemnitee has not satisfied any applicable standard of conduct and is not entitled to be indemnified by the Corporation. The written undertaking required from the Indemnitee shall be an unlimited general obligation of the Indemnitee but need not be secured. The Corporation shall pay to the Indemnitee all Advanced Amounts within thirty (30) days after receipt by the Corporation of all information and documentation required to be provided by the Indemnitee pursuant to this paragraph.

4. Procedure for Payment of Indemnified Amounts.

(a) To obtain indemnification under this Agreement, the Indemnitee shall submit to the Corporation a written request for payment of the appropriate Indemnified Amounts, including with requests documentation and information as is reasonably available to the Indemnitee and reasonably necessary to determine. whether and to what .extent the Indemnitee is entitled to indemnification. The Secretary of the Corporation shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that the Indemnitee has requested indemnification.

(b) The Corporation shall pay the Indemnitee the appropriate Indemnified Amounts unless it is established that the Indemnitee has not met the applicable standard of conduct. For purposes of determining whether the Indemnitee is entitled to Indemnified Amounts, in order to deny indemnification to the Indemnitee the Corporation has the burden of proof in establishing that the Indemnitee did not meet the applicable standard of conduct. In this regard, a termination of any Proceeding by judgment, order or settlement does not create a presumption that the Indemnitee did not meet the requisite standard of conduct; *provided, however*, that the termination of any criminal proceeding by, or a pleading of *nolo contendere* or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the Indemnitee did not meet the applicable standard of conduct.

(c) Any determination that the Indemnitee has not met the applicable standard of conduct required to qualify for indemnification shall be made (i) either by the Board by a majority vote of a quorum consisting of directors who were not parties of such action, suit or proceeding;

or (ii) by independent legal counsel (who may be the outside counsel regularly employed by the Corporation); provided that the manner in which (and, if applicable, the counsel by which) the right to indemnification is to be determined shall be approved in advance in writing by both the highest ranking executive officer of the Corporation who is not party to such action (sometimes hereinafter referred to as "***Senior Officer***") and by the Indemnitee. In the event that such parties are unable to agree on the manner in which any such determination is to be made, such determination shall be made by independent legal counsel retained by the Corporation especially for such purpose, provided that such counsel be approved in advance in writing by both the said Senior Officer and the Indemnitee and provided further, that such counsel shall not be outside counsel regularly employed by the Corporation. The fees and expenses of counsel in connection with making said determination contemplated hereunder shall be paid by the Corporation, and, if requested by such counsel, the Corporation shall give such counsel an appropriate written agreement with respect to the payment of their fees and expenses and such other matters as may be reasonably requested by counsel.

(d) The Corporation will use its reasonable best efforts to conclude as soon as practicable any required determination pursuant to subparagraph (c) above and promptly will advise the Indemnitee in writing with respect to any determination that the Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied. Payment of any applicable Indemnified Amounts will be made to the Indemnitee within ten (10) days after any determination of the Indemnitee's entitlement to indemnification.

(e) Notwithstanding the foregoing, the Indemnitee may, at any time after sixty (60) days after a claim for Indemnified Amounts has been filed with the Corporation (or upon receipt of written notice that a claim for Indemnified Amounts has been rejected, if earlier) and before three (3) years after a claim for Indemnified Amounts has been filed, petition a court of competent jurisdiction to determine whether the Indemnitee is entitled to indemnification under the provisions of this Agreement, and such court shall thereupon have the exclusive authority to make such determination unless and until such court dismisses or otherwise terminates such action without having made such determination. The court shall, as petitioned, make an independent determination of whether the Indemnitee is entitled to indemnification as provided under this Agreement, irrespective of any prior determination made by the Board or independent counsel. If the court shall determine that the Indemnitee is entitled to indemnification as to any claim, issue or matter involved in the Proceeding with respect to which there has been no prior determination pursuant to this Agreement or with respect to which there has been a prior determination that the Indemnitee was not entitled to indemnification hereunder, the Corporation shall pay all expenses (including attorneys' fees and disbursements) actually incurred by the Indemnitee in connection with such judicial determination.

(f) Excluded Coverage. The Corporation shall have no obligation to indemnify the Indemnitee for and hold him harmless from any loss or expense which has been determined, by final adjudication by a court of competent jurisdiction, to constitute an Excluded Claim. For purposes of this Agreement, an Excluded Claim shall mean any payment for losses or expenses in connection with any claim:

(i) Initiated by the Indemnitee other than (i) an action, suit or proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Agreement (which shall be governed by the provisions of Section 9(b) of this Agreement), and (ii) an action, suit or proceeding (or part thereof) authorized or consented to by the Board;

(ii) Based upon or attributable to the Indemnitee gaining in fact any personal profit or advantage to which the Indemnitee is not entitled;

(iii) For the return by the Indemnitee of any remuneration Indemnitee received or which was paid to or for the benefit of Indemnitee without the previous approval of the Corporation which is illegal;

(iv) For an accounting of profits in fact made from the purchase or sale by the Indemnitee of securities of the Corporation within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), or similar provisions of any state law;

(v) For Indemnitee's reimbursement to the Corporation of any bonus or other incentive-based or equity-based compensation previously received by Indemnitee, or payment of any profits realized by Indemnitee from the sale of securities of the Corporation, as required in each case under the Exchange Act (including any such reimbursements under Section 304 of the Sarbanes-Oxley Act of 2002 (the "***Sarbanes-Oxley Act***" or Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act) in connection with an accounting restatement of the Corporation or under any clawback policy adopted by the Corporation, including the Corporation's clawback policy to comply with Rule 10D-1 under the Exchange Act and applicable stock exchange listing requirements, or the payment to the Corporation of profits arising from the purchase or sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act);

(vi) Resulting from the Indemnitee's knowingly fraudulent, dishonest or willful misconduct; or

(vii) The payment of which by the Corporation under this Agreement is not permitted by applicable law.

5. Agreement Not Exclusive: Subrogation etc.

(a) This Agreement shall not be deemed exclusive of and shall not diminish any other rights the Indemnitee may have to be indemnified or insured or otherwise protected against any liability, loss, or expense by the Corporation, any subsidiary of the Corporation, or any other person or entity under any articles, by-laws, law, agreement, policy of insurance or similar protection, vote of stockholders or directors, disinterested or not, or otherwise, whether or not now in effect, both as to actions in the Indemnitee's official capacity, and as to actions in another

capacity while holding such office. The Corporation's obligations to make payments of

Indemnified Amounts hereunder shall be satisfied to the extent that payments with respect to the same Proceeding (or part thereof) have been made to or for the benefit of the Indemnitee by reason of the indemnification of the Indemnitee pursuant to any other arrangement made by the Corporation for the benefit of the Indemnitee; provided, however, that in no event shall the Indemnitee be required to maintain any other such arrangement or request payment pursuant to any other such arrangement before seeking to be indemnified hereunder.

(b) In the event the Indemnitee shall receive payment from any insurance carrier or from the plaintiff in any Proceeding against such Indemnitee in respect of Indemnified Amounts after payments on account of all or part of such Indemnified Amounts have been made by the Corporation pursuant hereto, such Indemnitee shall promptly reimburse to the Corporation the amount, if any, by which the sum of such payment by such insurance carrier or such plaintiff and payments by the Corporation or pursuant to arrangements made by the Corporation to the Indemnitee exceeds such Indemnified Amounts; provided, however, that such portions, if any, of such insurance proceeds that are required to be reimbursed to the insurance carrier under the terms of its insurance policy, such as deductible or co-insurance payments, shall not be deemed to be payments to the Indemnitee hereunder. In addition, upon payment of Indemnified Amounts hereunder, the Corporation shall be subrogated to the rights of the Indemnitee receiving such payments to the extent thereof against any insurance carrier (to the extent permitted under such insurance policies) or in respect of such Indemnified Amounts and the Indemnitee shall execute and deliver any and all instruments and documents and perform any and all other acts or deeds which the Corporation deems necessary or advisable to secure such rights. Such right of subrogation shall be terminated upon receipt by the Corporation of the amount to be reimbursed by the Indemnitee pursuant to the first sentence of this paragraph (b).

6. Insurance Coverage. In the event that the Corporation maintains directors and officers liability insurance to protect itself and any director or officer of the Corporation against any expense, liability or loss, such insurance shall cover the Indemnitee to at least the same extent as any other director or officer of the Corporation.

7. Continuation of Indemnity. All agreements and obligations of the Corporation contained herein shall continue during the period the Indemnitee is a director or officer, as the case may be, of the Corporation (or is serving at the request of the Corporation as an Affiliate Indemnitee) and shall continue thereafter so long as the Indemnitee shall be subject to any possible Proceeding by reason of the fact that the Indemnitee was a director or officer of the Corporation or was serving in any other capacity referred to herein.

8. Successors: Binding Agreement. This Agreement shall be binding on and shall inure.to the benefit of and be enforceable by the Corporation's successors and assigns and by the Indemnitee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. The Corporation shall require any successor or assignee (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Corporation, by written agreement in form and substance reasonably satisfactory to the Corporation and to the Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform if no such succession or assignment had taken place.

9. Enforcement. The Corporation has entered into this Agreement and assumed the obligations imposed on the Corporation hereby in order to induce the Indemnitee to act as a director or officer as the case may be, of the Corporation, and acknowledges that the Indemnitee is relying upon this Agreement in continuing in such capacity.

(a) The Indemnitee's right to indemnification shall be enforceable by the Indemnitee only in the state and federal courts of competent jurisdiction in the State of Delaware and shall be enforceable notwithstanding any adverse determination, other than a determination which has been made by a final adjudication of a court of competent jurisdiction. In any such action, if a prior adverse determination has been made, the burden of proving that indemnification is required under this Agreement shall be on the Indemnitee. The Corporation shall have the burden of proving that indemnification is not required under this Agreement if no prior adverse determination shall have been made.

(b) In the event the Indemnitee is required to bring any action to enforce rights or to collect moneys due under this Agreement and is successful in such action, the Corporation shall reimburse the Indemnitee for all of the Indemnitee 's fees and expenses (including attorney's fees and expenses) in bringing and pursuing such action. The Indemnitee shall be entitled to the advancement of Indemnified Amounts to the full extent contemplated by Section 3 hereof in connection with such proceeding.

10. Severability. In the event that any provision of this Agreement is determined by a court to require the Corporation to do or to fail to do an act which is in violation of applicable law, such provision shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, such provision and the balance of this Agreement shall be enforceable in accordance with their terms.

11. Miscellaneous. No provision of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in writing signed by the Indemnitee and either the Chairman of the Board or the Chief Executive Officer of the Corporation or another officer of the Corporation specifically designated by the Board. No waiver by either party at any time of any breach by the other party of, or of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. The Indemnitee may bring an action seeking resolution of disputes or controversies arising under or in any way related to this Agreement in the state or federal court jurisdiction in which the indemnitee resides or in which his or her place of business is located, and in any related appellate courts, and the Corporation consents to the jurisdiction of such courts and to such venue.

12. Notices. For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, as follows:

If to the Indemnitee:

[*insert Indemnitee's address*]

If to the Corporation:

Rollins, Inc.
2170 Piedmont Road, N.E.
Atlanta, Georgia 30324
Attention: General Counsel

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the By-Laws and applicable law.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

15. Effectiveness. This Agreement shall be effective as of the date first above written.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

ROLLINS, INC.

_____

By:
Title:

_____

[*INDEMNITEE*]

CHANGE-IN-CONTROL SEVERANCE AND RESTRICTIVE COVENANT AGREEMENT

THIS CHANGE-IN-CONTROL SEVERANCE AND RESTRICTIVE COVENANT AGREEMENT (this "***Agreement***") is made and entered into this ___ day of _____, 2025 by and between Rollins, Inc. (the "***Company***"), a Delaware corporation, and _____[1] ("***Executive***"). For purposes of this Agreement, the Company and Executive are referred to collectively as the ***"Parties."***

BACKGROUND

WHEREAS, Executive is currently employed by the Company;

WHEREAS, the Board of Directors of the Company (the "***Board***") has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication of Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined below);

WHEREAS, the Company desires to obtain the agreement of Executive to certain restrictive covenants as set forth herein in exchange for Executive's receipt of good and valuable consideration as set forth herein; and

WHEREAS, in order to accomplish the foregoing objectives, the Company and Executive desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Severance Benefits.

(a) Subject to the terms and conditions of this Agreement, in the event of a Qualifying Change-in-Control Termination (as such term is defined in Section 2 hereof), the Company shall pay to Executive the following benefits (collectively, the "***Severance Benefits***"):

(i) an amount equal to [___][2] times the sum of (A) Executive's then-current Base Salary, *plus* (B) Executive's target annual cash bonus for the calendar year in which the date of termination occurs (ignoring any decrease in Base Salary or decrease in target annual cash bonus that forms the basis for a Qualifying Change-in-Control Termination pursuant to Section 2(q)(ii) hereof), payable in a single lump sum within sixty (60) days following the date of termination;

(ii) an amount equal to the product of (A) Executive's target annual cash bonus for the calendar year in which the date of termination occurs (ignoring any decrease in target annual cash bonus that forms the basis for a Qualifying Change-in-Control Termination pursuant to Section 2(q)(ii) hereof), and (B) a fraction, the numerator of which is the number of days Executive was employed by the Company during the year of termination and the denominator of which is the number of days in such year, payable in a single lump sum within sixty (60) days following the date of termination;

(iii) for eighteen (18) months following the date of termination (the "***COBRA Reimbursement Period***"), monthly payments of an amount equal to the excess of (X) the COBRA cost of all medical, dental and vision insurance coverage which Executive and Executive's dependents are receiving on thee date of termination over (Y) the amount that Executive would

[1] CEO, CFO, and CLO

[2] 3x for CEO; 2x for CFO; 1.5x for CLO

have had to pay for such coverage if Executive had remained employed during the COBRA Reimbursement Period and paid the active employee rate for such coverage, less withholding for taxes and other similar items; *provided, however*, that (A) if Executive becomes eligible to receive group health benefits under a program of a subsequent employer or otherwise (including coverage available to Executive's spouse), the Company's obligation to pay any portion of the cost of health coverage as described herein shall cease, except as otherwise provided by law; (B) the COBRA Reimbursement Period shall only run for the period during which Executive is eligible to elect health coverage under COBRA and timely elects such coverage; (C) nothing herein shall prevent the Company from amending, changing, or canceling any group medical, dental, vision and/or prescription drug plans during the COBRA Reimbursement Period; (D) during the COBRA Reimbursement Period, the benefits provided in any one calendar year shall not affect the amount of benefits provided in any other calendar year (other than the effect of any overall coverage benefits under the applicable plans); (E) the reimbursement of an eligible taxable expense shall be made as soon as practicable but not later than December 31 of the year following the year in which the expense was incurred; (F) Executive's rights pursuant to this Section 1(a)(ii) shall not be subject to liquidation or exchange for another benefit; and (G) the monthly payments described in this Section 1(a)(ii) shall be taxable to Executive and any applicable withholdings shall apply, or such amounts shall be treated as imputed income to Executive;

(iv) Executive's outstanding time-based equity awards shall be treated as provided in the applicable award agreement; and

(v) notwithstanding anything to the contrary in the applicable award agreement, as of Executive's date of termination, Executive's outstanding performance-based equity awards shall become vested as to the number of units or shares of Company common stock that would vest based upon the achievement of target performance levels as provided in the applicable award agreement.

(b) If Executive's employment with the Company terminates for any reason other than by reason of a Qualifying Change-in-Control Termination, then Executive shall not be entitled to the Severance Benefits.

(c) Notwithstanding anything in this Agreement to the contrary, the Company shall be obligated to pay Executive the Severance Benefits only if (X) Executive shall have executed a full general release of claims and covenant not to sue in the form provided by the Company within the time period specified in such release agreement and such release agreement shall not have been revoked within any revocation period specified therein, and (Y) Executive fully complies with the obligations set forth in Section 6 hereof.

2. Definitions. The following capitalized terms used in this Agreement shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms:

(a) "***Beneficial Owner***" has the meaning given such term in Rule 13d-3 of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934, as amended.

(b) ***"Cause***" means a good faith determination by the Board that any of the following has occurred:

(i) conduct by Executive that amounts to willful misconduct or gross neglect of Executive's duties and responsibilities;

(ii) Executive's material failure to perform Executive's duties and responsibilities, including prolonged absences without the consent of the Chairman of the Board unless otherwise excused by law or under the Company's leave policies; *provided* that the nature of such conduct shall be set forth in a written notice to Executive who shall have thirty (30) business days following delivery of such notice to cure such alleged conduct, *provided* that such conduct is, in the reasonable discretion of the Board, susceptible to a cure;

(iii) any conduct by Executive within the scope of or related to Executive's employment that is in material violation of any written policy, board committee charter, or code of ethics or business conduct (or similar code) of the Company to which Executive is subject; *provided* that, if such conduct is, in the reasonable discretion of the Board, reasonably susceptible to a cure, such conduct shall not constitute "Cause" unless and until the nature of such conduct has been set forth with reasonable particularity in a written notice to Executive and Executive has failed to cure such conduct within thirty (30) days following Executive's receipt of such notice;

(iv) any act of fraud, misappropriation, or embezzlement by Executive, whether or not such act was committed in connection with the business of the Company;

(v) a material breach of this Agreement, including, without limitation, a breach of Section 6 hereof; *provided* that, if such material breach is, in the reasonable discretion of the Board, reasonably susceptible to a cure, such material breach shall not constitute "Cause" unless and until the nature of such material breach has been set forth with reasonable particularity in a written notice to Executive and Executive has failed to cure such material breach within thirty (30) days following Executive's receipt of such notice; or

(vi) Executive's charge with, indictment for, conviction of, or pleading guilty or nolo contendere to with respect to (a) a felony or a crime involving moral turpitude (including pleading guilty or nolo contendere to a felony or lesser charge which results from plea bargaining), whether or not such felony, crime, or lesser offense is connected with the business of the Company, or (b) any crime in connection with the business of the Company.

(c) "***Change in Control***" means and includes any one of following events:

(i) any Person, other than a Principal Stockholder, becomes a Beneficial Owner, directly or indirectly, of fifty percent (50%) or more of the voting power of the then-outstanding securities of Company eligible to vote for the election of directors ("***Company Voting Securities***"); *provided*, *however*, that for purposes of this subsection (i), the following acquisitions of Company Voting Securities shall not constitute a Change in Control: (A) an acquisition directly or indirectly from the Company, including an acquisition by or through a broker, underwriter, or financial institution acquiring such securities as part of a firm commitment or similar underwriting or distribution process, (B) an acquisition by the Company, (C) an acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company, or (D) an acquisition pursuant to a Non-Qualifying Transaction (as defined in subsection (iii) below);

(ii) during any consecutive 12-month period, individuals who, at the beginning of such period, constitute the Board (the "***Incumbent Directors***") cease for any reason to constitute at least a majority of such Board, provided that any person becoming a director after the beginning of such 12-month period and whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board shall be an Incumbent Director; *provided*, *however*, that no individual initially elected or nominated as a director as a result of an actual or threatened election contest with respect to the election or removal of directors ("***Election Contest***") or other actual or threatened solicitation of proxies or consents by or on behalf of any

Person other than the Board ("***Proxy Contest***"), including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest, shall be deemed an Incumbent Director; or

(iii) the consummation of a reorganization, merger, consolidation, statutory share exchange, or similar form of corporate transaction involving the Company, the sale or other disposition of all or substantially all of Company's assets, or the acquisition of assets or stock of another corporation or other entity (each, a "***Transaction***"), unless immediately following such Transaction: (A) all or substantially all of the individuals and entities who were the Beneficial Owners, respectively, of the outstanding Company Voting Securities immediately prior to such Transaction beneficially own, directly or indirectly, more than fifty percent (50%) of the voting power of the then-outstanding shares of voting securities of the entity resulting from such Transaction (including, without limitation, an entity which as a result of such Transaction owns Company or all or substantially all of Company's assets or stock either directly or through one or more subsidiaries, the "***Surviving Entity***") in substantially the same proportions as their ownership, immediately prior to such Transaction, of the outstanding Company Voting Securities, and (B) no person (other than (x) the Company, (y) the Surviving Entity or its ultimate parent entity, or (z) any employee benefit plan (or related trust) sponsored or maintained by any of the foregoing) is the Beneficial Owner, directly or indirectly, of fifty percent (50%) or more of the total common stock or fifty percent (50%) or more of the total voting power of the outstanding voting securities eligible to elect directors of the Surviving Entity, and (C) at least a majority of the members of the board of directors of the Surviving Entity were Incumbent Directors at the time of the Board of Director's approval of the execution of the initial agreement providing for such Transaction (any Transaction which satisfies all of the criteria specified in (A), (B), and (C) above shall be deemed to be a "***Non-Qualifying Transaction***").

(d) "***COBRA***" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(e) ***"Code"*** means the Internal Revenue Code of 1986, as amended.

(f) "***Competitive Services***" means (i) the business of providing pest or wildlife control services or protection against termite damage, rodents and insects; and (ii) the business of providing any other activities, products, or services of the type conducted, authorized, offered, or provided by the Company as of the Termination Date, or during the two (2) years immediately prior to the Termination Date.

(g) "***Confidential Information***" means any and all data and information relating to the Company, its activities, business, or clients that (i) is disclosed to Executive, is conceived, created, developed, or produced by Executive during Executive's employment with the Company, or of which Executive becomes aware as a consequence of Executive's employment with the Company; (ii) has value to the Company; and (iii) is not generally known outside of the Company. "Confidential Information" shall include, but is not limited to, the following types of information regarding, related to, or concerning the Company: trade secrets (as defined by O.C.G.A. § 10-1-761); financial plans and data; management planning information; business plans; operational methods; market studies; marketing plans or strategies; pricing information; product development techniques or plans; customer lists; customer files, data and financial information; details of customer contracts; current and anticipated customer requirements; identifying and other information pertaining to business referral sources; past, current and planned research and development; computer aided systems, software, strategies and programs; business acquisition plans; management organization and related information (including, without limitation, data and other information concerning the compensation and benefits paid to officers, directors, employees and management); personnel and compensation policies; new personnel acquisition plans; and other similar information. "Confidential Information" also includes combinations of information or materials which individually may

Confidential Information" also includes combinations of information or materials which individually may

be generally known outside of the Company, but for which the nature, method, or procedure for combining such information or materials is not generally known outside of the Company. In addition to data and information relating to the Company, "Confidential Information" also includes any and all data and information relating to or concerning a third party that otherwise meets the definition set forth above, that was provided or made available to the Company by such third party, and that the Company has a duty or obligation to keep confidential. This definition shall not limit any definition of "confidential information" or any equivalent term under state or federal law. "Confidential Information" shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of the Company.

(h) "***Disability***" means a condition for which benefits are payable under any long-term disability coverage (without regard to the application of any elimination period requirement) then provided to Executive by the Company or, if no such coverage is then being provided, the inability of Executive to perform the essential functions of Executive's position under this Agreement, even with the Company's reasonable accommodation, for a period of at least 180 consecutive days as certified by a physician chosen by Executive and reasonably acceptable to the Company. For the avoidance of doubt, nothing in this Agreement modifies the Company's obligations to provide accommodations to Executive under applicable state, federal and local disability accommodation laws.

(i) "***Excise Tax***" means any excise tax imposed by Section 4999 of the Code.

(j) "***Good Reason***" shall mean: (i) a material diminution in Executive's title, authority, duties, or responsibilities which is not consented to by Executive in writing; (ii) a material diminution in Executive's base compensation (which includes Executive's Base Salary and target annual cash bonus opportunity) which is not consented to by Executive in writing; (iii) a change in the location of Executive's primary office such that Executive is required to report regularly to an office located outside of a 50-mile radius from the location of Executive's primary office as of the Effective Date, which change is not consented to by Executive in writing and provided such relocation increases Executive's regular commute); or (iv) a material breach of the terms of this Agreement by the Company; *provided, however,* that Executive must provide notice to the Company of the condition Executive contends is Good Reason within ninety (90) days after the initial existence of such condition, and the Company shall have a period of thirty (30) days to remedy the condition commencing on the date the Company receives such notice from Executive. If the Company does not remedy the condition within such 30-day period, then Executive must resign for Good Reason within thirty (30) days after the end of the Company's remedy period.

(k) "***Material Contact***" means (i) having dealings with a customer or potential customer on behalf of the Company; (ii) coordinating or supervising dealings with a customer or potential customer on behalf of the Company; (iii) obtaining Confidential Information about a customer or potential customer in the ordinary course of business as a result of Executive's employment with the Company; or (iv) receiving compensation, commissions, or earnings within the two (2) years prior to the Termination Date that resulted from the sale or provision of products or services of the Company to a customer.

(l) "***Payment***" shall mean any benefit, payment, or distribution made or given by the Company to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise).

(m) "***Person***" means any individual or any corporation, partnership, joint venture, limited liability company, association, or other entity or enterprise.

(n) "***Principal or Representative***" means a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative, or consultant.

(o) ***"Principal Stockholder"*** means (i) any member of the Significant Stockholder Group, (ii) the Gary W. Rollins Voting Trust U/A dated September 14, 1994, (iii) the R. Randall Rollins Voting Trust U/A dated August 25, 1994, (iv) LOR, Inc., (v) Rollins Holding Company, Inc., (vi) RCTLOR, LLC, (vii) RFA Management Company, LLC, (viii) The Margaret H. Rollins 2014 Trust, (ix) RFT Investment Company, LLC, or (x) the 2007 GWR Grandchildren's Partnership.

(p) "***Protected Customer***" means any Person to whom the Company has sold its products or services or actively solicited to sell its products or services, and with whom or which Executive has had Material Contact on behalf of the Company during Executive's employment with the Company.

(q) "***Qualifying Change-in-Control Termination***" means Executive's (i) termination of employment by the Company without Cause, or (ii) a resignation by Executive for Good Reason, in either case within twenty-four (24) months following a Change in Control. For the avoidance of doubt, in no event shall Executive be deemed to have experienced a Qualifying Change-in-Control Termination as a result of (1) Executive's death or Disability, (2) Executive's resignation from employment with the Company other than for Good Reason, (3) Executive's termination of employment by the Company for Cause, or (4) Executive's termination of employment by the Company without Cause or Executive's resignation for Good Reason at any time other than during the twenty-four (24) months following a Change in Control.

(r) "***Restricted Period***" means during Executive's employment with the Company and for a period of twenty-four (24) months immediately following the Termination Date.

(s) ***"Restricted Territory"*** means (i) Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and the District of Columbia; and (ii) any other territory where Executive is working on behalf of the Company during the one (1) year preceding the conduct in question (if the conduct occurs while Executive is still employed by the Company) or the Termination Date (if the conduct occurs after Executive's termination), as applicable.

(t) "***Restrictive Covenants***" means the restrictive covenants contained in Section 6(a) through 6(f) hereof.

(u) ***"Significant Stockholder Group"*** means Gary W. Rollins, Amy R. Kreisler, Pamela R. Rollins and Timothy C. Rollins or his or her designee(s), or any entity that is directly or indirectly affiliated with the Significant Stockholder Group.

(v) "***Subsidiary***" means any corporation, limited liability company, partnership or other entity of which a majority of the outstanding voting stock or voting power is beneficially owned directly or indirectly by the Company.

(w) ***"Termination Date"*** means the date of the termination of Executive's employment with the Company, for any reason, whether with or without cause, upon the initiative of either party.

3. Employment At-Will. Executive shall continue to be employed at-will and for no definite term. This means that either party may terminate the employment relationship at any time for any or no reason.

4. Term of Agreement; Survival of Restrictive Covenants. This Agreement shall terminate on the earliest of (i) the date that the Company fulfills its obligations set forth in Section 1 hereof; or (ii) the

the earliest of (i) the date that the Company fulfills its obligations set forth in Section 1 hereof, or (ii) the

date of Executive's termination of employment with the Company other than by reason of a Qualifying Change-in-Control Termination. For the avoidance of doubt, the Restrictive Covenants contained in Section 6, as well as any other provisions of this Agreement necessary to interpret or enforce the Restrictive Covenants, shall survive termination of this Agreement and/or termination of Executive's employment for any reason, and shall continue to be in full force and effect in accordance with their terms.

5. Acknowledgements.

(a) Consideration. Executive acknowledges and agrees that Executive has received good and valuable consideration for entering into this Agreement, including, without limitation, the Company's promises set forth in this Agreement, access to and use of Company's Confidential Information and access to the Company's customer and employee relationships and goodwill, and further acknowledges that the Company would not enter into this Agreement in the absence of Executive's execution of and compliance with this Agreement.

(b) Access to Confidential Information, Relationships, and Goodwill. Executive acknowledges and agrees that Executive is being provided and entrusted with Confidential Information, including highly confidential customer information that is subject to extensive measures to maintain its secrecy within the Company, is not known in the trade or disclosed to the public, and would materially harm the Company's legitimate business interests if it was disclosed or used in violation of this Agreement. Executive also acknowledges and agrees that Executive is being provided and entrusted with access to the Company's customer and employee relationships and goodwill. Executive further acknowledges and agrees that the Company would not provide access to the Confidential Information, customer and employee relationships, and goodwill in the absence of Executive's execution of and compliance with this Agreement. Executive further acknowledges and agrees that the Company's Confidential Information, customer and employee relationships, and goodwill are valuable assets of the Company and are legitimate business interests that are properly subject to protection through the covenants contained in this Agreement.

(c) Potential Unfair Competition. Executive acknowledges and agrees that as a result of Executive's employment with the Company, Executive's knowledge of and access to Confidential Information, and Executive's relationships with the Company's customers and employees, Executive would have an unfair competitive advantage if Executive were to engage in activities in violation of this Agreement.

(d) No Undue Hardship. Executive acknowledges and agrees that, in the event that Executive's employment with the Company terminates, Executive possesses marketable skills and abilities that will enable Executive to find suitable employment without violating the covenants set forth in this Agreement.

(e) Voluntary Execution. Executive acknowledges and affirms that Executive is executing this Agreement voluntarily, that Executive has read this Agreement carefully and had a full and reasonable opportunity to consider this Agreement (including an opportunity to consult with legal counsel), and that Executive has not been pressured or in any way coerced, threatened or intimidated into signing this Agreement.

(f) Key Employee. Executive acknowledges and affirms that, as a result of Executive's executive position with the Company, as well as the Company's investment of time, training, money, trust, exposure to the public, or exposure to customers, vendors, or other business relationships during the course of his employment with the Company, Executive is a Key Employee, as defined by O.C.G.A. § 13-8-51(8), and that Executive's job duties meet all of the requirements of O.C.G.A. § 13-8-53(a)(3) and/or (a)(4).

6. Restrictive Covenants. For purposes of this Section 6, including the defined terms used herein, the "Company" shall be deemed to include the Company and its Subsidiaries.

(a) Restriction on Disclosure and Use of Confidential Information. Executive agrees that Executive shall not, directly or indirectly, use any Confidential Information on Executive's own behalf or on behalf of any Person other than the Company, or reveal, divulge, or disclose any Confidential Information to any Person not expressly authorized by the Company to receive such Confidential Information. This obligation shall remain in effect for as long as the information or materials in question retain their status as Confidential Information. Executive further agrees that Executive shall fully cooperate with the Company in maintaining the Confidential Information to the extent permitted by law. The Parties acknowledge and agree that this Agreement is not intended to, and does not, alter either the Company's rights or Executive's obligations under any state or federal statutory or common law regarding trade secrets and unfair trade practices. Anything herein to the contrary notwithstanding, Executive shall not be restricted from: (i) disclosing information that is required to be disclosed by law, court order or other valid and appropriate legal process; *provided, however*, that in the event such disclosure is required by law, Executive shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by Executive; (ii) reporting possible violations of federal, state, or local law or regulation to any governmental agency or entity, or from making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation, and Executive shall not need the prior authorization of the Company to make any such reports or disclosures and shall not be required to notify the Company that Executive has made such reports or disclosures; or (iii) disclosing information about a dispute involving a nonconsensual sexual act or sexual contact (including when the victim lacks capacity to consent), or a dispute relating to conduct that is alleged to constitute sexual harassment under applicable law. In addition, and anything herein to the contrary notwithstanding, Executive is hereby given notice that Executive shall not be criminally or civilly liable under any federal or state trade secrets law for: (iv) disclosing a trade secret (as defined by 18 U.S.C. § 1839) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, in either event solely for the purpose of reporting or investigating a suspected violation of law; or (v) disclosing a trade secret (as defined by 18 U.S.C. § 1839) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) Non-Competition. Executive agrees that, during the Restricted Period, Executive will not, without prior written consent of the Company, directly or indirectly (i) carry on or engage in Competitive Services within the Restricted Territory on Executive's own or on behalf of any Person or any Principal or Representative of any Person, or (ii) own, manage, operate, join, control or participate in the ownership, management, operation or control, of any business, whether in corporate, proprietorship or partnership form or otherwise where such business is engaged in the provision of Competitive Services within the Restricted Territory; *provided* that nothing herein shall prohibit Executive from being a passive owner of not more than five percent (5%) of the outstanding securities of any publicly traded company engaged in the Competitive Services, so long as Executive does not serve on the board of directors of such company, and does not engage in the management of such company.

(c) Non-Solicitation of Protected Customers. Executive agrees that, during the Restricted Period, Executive shall not, without the prior written consent of the Company, directly or indirectly, on Executive's own behalf or as a Principal or Representative of any Person: (i) solicit, divert, take away, or attempt to solicit, divert, or take away a Protected Customer for the purpose of engaging in, providing, or selling Competitive Services; or (ii) provide Competitive Services to a Protected Customer anywhere within the Restricted Territory. Actions prohibited by Section 6(c)(i) above include, but are not limited to, using social media platforms (including without limitation LinkedIn and Facebook) to make posts directed in whole or in part at Protected Customers, or to send unsolicited communications to Protected Customers regarding Competitive Services.

(d) Non-Recruitment of Employees and Independent Contractors. Executive agrees that during the Restricted Period, Executive shall not, within the Restricted Territory, directly or indirectly, whether on Executive's own behalf or as a Principal or Representative of any Person, recruit, solicit, or induce or attempt to recruit, solicit or induce any employee or independent contractor of the Company to terminate Executive's employment or other relationship with the Company or to enter into employment or any other kind of business relationship with Executive or any other Person.

(e) Non-Disparagement. Executive agrees that during the Restricted Period, Executive shall not make, publish or communicate to any person or entity or in any public forum (including social media) any defamatory or disparaging remarks, comments or statements concerning the Company or any of its products, services, affiliates, directors, officers, or employees. Notwithstanding the foregoing, this provision does not in any way limit, restrict, or impede: (i) any of Executive's rights that are expressly reserved in Section 6(a) of this Agreement; (ii) Executive's rights, if any, to engage in protected concerted activity under the National Labor Relations Act; or (iii) Executive's ability to provide truthful testimony or information in response to a subpoena, court or arbitral order, or valid request by a government entity, or as otherwise required by law.

(f) Return of Materials. Executive agrees that Executive will not retain or destroy (except as set forth below), and will immediately return to the Company on or prior to the Termination Date, or at any other time the Company requests such return, any and all property of the Company that is in Executive's possession or subject to Executive's control, including, but not limited to, customer files and information, papers, drawings, notes, manuals, specifications, designs, devices, code, email, documents, diskettes, CDs, tapes, keys, access cards, credit cards, identification cards, equipment, computers, mobile devices, other electronic media, all other files and documents relating to the Company and its business (regardless of form, but specifically including all electronic files and data of the Company), together with all Confidential Information belonging to the Company or that Executive received from or through Executive's employment with the Company. Executive will not make, distribute, or retain copies of any such information or property. To the extent that Executive has electronic files or information in Executive's possession or control that belong to the Company and/or contain Confidential Information (specifically including but not limited to electronic files or information stored on personal computers, mobile devices, electronic media, or in cloud storage), on or prior to the Termination Date, or at any other time the Company requests, Executive shall (i) provide the Company with an electronic copy of all of such files or information (in an electronic format that readily accessible by the Company); (ii) after doing so, delete all such files and information, including all copies and derivatives thereof, from all non-Company-owned computers, mobile devices, electronic media, cloud storage, and other media, devices, and equipment, such that such files and information are permanently deleted and irretrievable; and (iii) provide a written certification to the Company that the required deletions have been completed and specifying the files and information deleted and the media source from which they were deleted.

7. Enforcement of Restrictive Covenants.

(a) Rights and Remedies Upon Breach. The Parties specifically acknowledge and agree that the remedy at law for any breach of the Restrictive Covenants will be inadequate, and that in the event Executive breaches, or threatens to breach, any of the Restrictive Covenants, the Company shall have the right and remedy, without the necessity of proving actual damage or posting any bond, to enjoin, preliminarily and permanently, Executive from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity. Executive understands and agrees that if Executive violates any of the obligations set forth in the Restrictive Covenants, the period of restriction applicable to each obligation

obligations set forth in the Restrictive Covenants, the period of restriction applicable to each obligation

violated shall cease to run during the pendency of any litigation over such violation, provided that such litigation was initiated during the period of restriction. The Parties understand and agree that, if the Parties become involved in legal action regarding the enforcement of the Restrictive Covenants, the substantially prevailing Party shall be entitled, in addition to any other remedy, to recover from the non-prevailing Party its/his/her reasonable costs and attorneys' fees incurred in connection with such legal action. The Company's ability to enforce its rights under the Restrictive Covenants or applicable law against Executive shall not be impaired in any way by the existence of a claim or cause of action on the part of Executive based on, or arising out of, this Agreement or any other event or transaction.

(b) Severability and Modification of Covenants. Executive acknowledges and agrees that each of the Restrictive Covenants is reasonable and valid in time and scope and in all other respects. The Parties agree that it is their intention that the Restrictive Covenants be enforced in accordance with their terms to the maximum extent permitted by law. Each of the Restrictive Covenants shall be considered and construed as a separate and independent covenant. Should any part or provision of any of the Restrictive Covenants be held invalid, void, or unenforceable, such invalidity, voidness, or unenforceability shall not render invalid, void, or unenforceable any other part or provision of this Agreement or such Restrictive Covenant. If any of the provisions of the Restrictive Covenants should ever be held by a court of competent jurisdiction to exceed the scope permitted by the applicable law, such provision or provisions shall be automatically modified to such lesser scope as such court may deem just and proper for the reasonable protection of the Company's legitimate business interests and may be enforced by the Company to that extent in the manner described above and all other provisions of this Agreement shall be valid and enforceable.

(c) Disclosure of Agreement. Executive acknowledges and agrees that, during the Restricted Period, Executive will disclose the existence and terms of this Agreement to any prospective employer, business partner, investor or lender prior to entering into an employment, partnership or other business relationship with such prospective employer, business partner, investor or lender. Executive further agrees that the Company shall have the right to make any such prospective employer, business partner, investor or lender of Executive aware of the existence and terms of this Agreement.

8. Mandatory Reduction of Payments in Certain Events.

(a) Notwithstanding anything in this Agreement to the contrary, in the event it shall be determined that any Payment would, if paid, be subject to any Excise Tax, then, prior to the making of any Payments to or for the benefit of Executive, a calculation shall be made comparing (i) the net after-tax benefit to Executive of the Payments after payment by Executive of the Excise Tax, to (ii) the net after-tax benefit to Executive if the Payments had been limited to the extent necessary to avoid being subject to the Excise Tax. If the amount calculated under (i) above is less than the amount calculated under (ii) above, then the Payments shall be limited to the extent necessary to avoid being subject to the Excise Tax (the "***Reduced Amount***"). The reduction of the Payments due hereunder, if applicable, shall be made by first reducing cash Payments and then, to the extent necessary, reducing those Payments having the next highest ratio of "parachute value" (as determined under Section 280G) to actual present value of such Payments as of the date of a change in control, as determined by the Determination Firm (as defined in subsection (b) hereof). For purposes of this Section 8, present value shall be determined in accordance with Section 280G(d)(4) of the Code.

(b) All determinations required to be made under this Section 8, including whether an Excise Tax would otherwise be imposed, whether the Payments shall be reduced, the amount of the Reduced Amount, and the assumptions to be utilized in arriving at such determinations, shall be made by a nationally recognized accounting firm or compensation consulting firm mutually acceptable to the Company and Executive (the "***Determination Firm***") which shall provide detailed supporting calculations to the Company and Executive within 15 business days after the receipt of notice from the Company or Executive

Company and Executive within 15 business days after the receipt of notice from the Company or Executive

that a Payment is due to be made, or such earlier time as is requested by the Company. All fees and expenses of the Determination Firm shall be borne solely by the Company. Any determination by the Determination Firm shall be binding upon the Company and Executive. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Determination Firm hereunder, it is possible that Payments which Executive was entitled to, but did not receive pursuant to Section 8(a), could have been made without the imposition of the Excise Tax ("***Underpayment***"), consistent with the calculations required to be made hereunder. In such event, the Determination Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive, but no later than March 15 of the year after the year in which the Underpayment is determined to exist, which is when the legally binding right to such Underpayment arises.

9. Successors.

(a) This Agreement is personal to Executive and shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal and personal representatives.

(b) The Company may not assign, transfer, or delegate any of the Company's rights or obligations under this Agreement without the prior written consent of Executive, except only that the Company may, without the consent of Executive, assign, transfer, or delegate the Company's rights or obligations under this Agreement to any successor or assign to all or substantially all of the business or assets of the Company in connection with a change in control. This Agreement shall be binding and inure to the benefit of the Company, and such successors and assigns.

10. Code Section 409A.

(a) General. This Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with the requirements of Section 409A of the Code and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder (and any applicable transition relief under Section 409A of the Code). Nevertheless, the tax treatment of the benefits provided under the Agreement is not warranted or guaranteed. Neither the Company nor its directors, officers, employees, or advisers shall be held liable for any taxes, interest, penalties, or other monetary amounts owed by Executive as a result of the application of Section 409A of the Code.

(b) Definitional Restrictions. Notwithstanding anything in this Agreement to the contrary, to the extent that any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code ("***Non-Exempt Deferred Compensation***") would otherwise be payable or distributable hereunder, or a different form of payment of such Non-Exempt Deferred Compensation would be effected, such Non-Exempt Deferred Compensation will not be payable or distributable to Executive, and/or such different form of payment will not be effected, by reason of such circumstance unless the circumstances giving rise to such payment event meet any description or definition of "change in control event" or "separation from service," as the case may be, in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition). This provision does not affect the dollar amount or prohibit the *vesting* of any Non-Exempt Deferred Compensation upon termination of employment, however defined. If this provision prevents the payment or distribution of any Non-Exempt Deferred Compensation, or the application of a different form of payment, then, subject to subsection (c) below, such payment or distribution shall be made at the time and in the form that would have applied absent the non-409A-conforming event.

(c) Six-Month Delay in Certain Circumstances. Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute Non-Exempt Deferred Compensation would otherwise be payable or distributable under this Agreement by reason of Executive's separation from service during a period in which Executive is a specified employee (as determined by the Company in accordance with Section 409A of the Code and Treasury Regulations § 1.409A-3(i)(2)), then, subject to any permissible acceleration of payment by the Company under Treas. Reg. Section 1.409A-3(j)(4)(ii) (domestic relations order), (j)(4)(iii) (conflicts of interest), or (j)(4)(vi) (payment of employment taxes): (i) the amount of such Non-Exempt Deferred Compensation that would otherwise be payable during the six-month period immediately following Executive's separation from service will be accumulated through and paid or provided on the first day of the seventh month following Executive's separation from service (or, if Executive dies during such period, within thirty (30) days after Executive's death) (in either case, the "***Required Delay Period***"); and (ii) the normal payment or distribution schedule for any remaining payments or distributions will resume at the end of the Required Delay Period.

(d) Treatment of Installment Payments. Each payment of termination benefits under this Agreement shall be considered a separate payment, as described in Treas. Reg. Section 1.409A-2(b)(2), for purposes of Section 409A of the Code.

(e) Timing of Release of Claims. Whenever in this Agreement a payment or benefit is conditioned on Executive's execution of a release of claims, such release must be executed and all revocation periods shall have expired within 60 days after the date of termination of employment; failing which such payment or benefit shall be forfeited. If such payment or benefit constitutes Non-Exempt Deferred Compensation, then such payment or benefit (including any installment payments) that would have otherwise been payable during such 60-day period shall be accumulated and paid on the 60th day after the date of termination provided such release shall have been executed and such revocation periods shall have expired. If such payment or benefit is exempt from Section 409A of the Code, the Company may elect to make or commence payment at any time during such period.

11. Miscellaneous.

(a) Applicable Law; Forum Selection; Consent to Jurisdiction. The Company and Executive agree that this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Georgia without giving effect to its conflicts of law principles. Executive agrees that the exclusive forum for any action to enforce this Agreement, as well as any action relating to or arising out of this Agreement, shall be the State of Georgia. With respect to any such court action, the parties hereby irrevocably submit to the personal jurisdiction of such courts. Executive further agree that the courts listed above are convenient forums for any dispute that may arise herefrom and that Executive shall raise as a defense that such courts are not convenient forums.

(b) Non-Duplication. Notwithstanding anything to the contrary in this Agreement, and except as specifically provided below, any severance payments or benefits received by Executive pursuant to this Agreement shall be in lieu of any general severance policy or other severance plan maintained by the Company (other than a stock option, restricted stock, share or unit, performance share or unit, supplemental retirement, deferred compensation, or similar plan or agreement which may contain provisions operative on a termination of Executive's employment or may incidentally refer to accelerated vesting or accelerated payment upon a termination of employment).

(c) Captions. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

(d) Amendments. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties or their respective successors and legal representatives.

(e) Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the intended recipients or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows: if to Executive: the address on file with the Company; if to the Company, 2170 Piedmont Road, N.E., Atlanta, Georgia 30324, or to such other address as a party shall have furnished to the others in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(f) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(g) Withholding. The Company may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(h) Waivers. Failure of any party to insist, in one or more instances, on performance by any other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the party making the waiver.

(i) Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the subject matter hereof and, from and after the date hereof, this Agreement shall supersede any other agreement, written or oral, among the parties relating to the subject matter of this Agreement, including but not limited to any prior discussions, understandings, and/or agreements between the parties, written or oral, at any time.

(j) Construction. The parties understand and agree that, because they have been given the opportunity to have counsel review and revise this Agreement, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Instead, the language of all parts of this Agreement shall be construed as a whole, and according to its fair meaning, and not strictly for or against any of the parties.

(k) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(l) Survival. The respective rights and obligations of the parties under this Agreement shall survive the expiration and/or termination of this Agreement and the termination of Executive's employment hereunder to the extent and for such time as necessary to carry out fully the purposes and intent of this Agreement.

[*signature page follows*]

IN WITNESS WHEREOF, Executive has hereunto set Executive's hand and the Company has caused these presents to be executed in its name on its behalf, all as of the day and year first above written.

EXECUTIVE

_____

[Name]

ROLLINS, INC.

_____

By:

Its:

ROLLINS, INC.

DEFERRED COMPENSATION PLAN

Amended and Restated

Purpose

The purpose of this Rollins, Inc. Deferred Compensation Plan is to provide specified benefits to a select group of management or highly compensated employees of Rollins, Inc. and those of its affiliates that are participating employers under this Plan as set forth in Section 1.14. This Plan shall be unfunded for tax purposes and for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. This Plan is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, as added by the American Jobs Creation Act of 2004 and the Treasury regulations and any other authoritative guidance issued thereunder.

ARTICLE 1
Definitions

For purposes of this Plan, unless otherwise clearly apparent from the context, the following phrases or terms shall have the following indicated meanings:

1.1 "Account Balance" shall mean, with respect to a Participant, a credit on the records of the Company equal to the sum of (i) the Deferral Account balance, (ii) the Company Match Account Balance (iii) the Company Discretionary Account balance, (iv) the Company Discretionary Benefit Restoration Account balance, and (v) the Former Western Plan Account balance. The Account Balance, and each other specified account balance, shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant, or his or her designated Beneficiary, pursuant to this Plan.

1.2 "Annual Bonus Payments" shall mean any compensation paid to a Participant under any incentive plans or bonus arrangements of the Company relating to services performed during any Plan Year with respect to which the Plan Committee in its discretion permits deferrals to be made for such Plan Year.

1.3 "Annual Company Discretionary Amount" shall mean, for the Plan Year of reference, the amount determined in accordance with Section 3.5.

1.4 "Annual Company Discretionary Benefit Restoration Amount" shall mean, for the Plan Year of reference, the amount determined in accordance with Section 3.6.

1.5 "Annual Company Match Amount" shall mean, for the Plan Year of reference, the amount determined in accordance with Section 3.4.

1.6 "Annual Deferral Amount" shall mean that portion of a Participant's Annual Regular Compensation and Annual Bonus Payments that a Participant elects to have, and is, deferred in accordance with Article 3, for the Plan Year of reference. In the event of a Participant's Retirement, death or other Separation from Service prior to the end of a Plan Year, such year's Annual Deferral Amount shall be the actual amount withheld prior to such event.

1.7 "Annual Regular Compensation" shall mean the annual regular compensation relating to services performed during any Plan Year, including base salary, regular hourly wages, overtime, shift differential pay, production commissions, training pay, vacation pay and other paid time off. Annual Regular Compensation shall not include Annual Bonus Payments and any other bonus or incentive payments, commissions (other than production commissions), fringe benefits, stock options, relocation expenses, non-monetary awards, fees, automobile and other allowances paid to a Participant for employment services rendered (whether or not such allowances are included in the Employee's gross income). Annual Regular Compensation shall be calculated without regard to any reductions for compensation voluntarily deferred or contributed by the Participant pursuant to all qualified or non-qualified plans of the Company (and therefore shall be calculated to include amounts not otherwise included in the Participant's gross income under Code Sections 125, 402(e)(3) or 402(h) pursuant to plans established by the Company).

1.8 "Beneficiary" shall mean one or more persons, trusts, estates or other entities, designated in accordance with Article 8, that are entitled to receive benefits under this Plan upon the death of a Participant.

1.9 "Beneficiary Designation Form" shall mean the form established from time to time by the Plan Committee that a Participant completes, signs and returns to the Plan Committee to designate one or more Beneficiaries.

1.10 "Board" shall mean the board of directors of the Sponsor or, if the Board so directs, a committee of such Board acting on behalf of the Board in the exercise of any and all powers and duties of the Board pursuant to this Plan.

1.11 "Change In Control" shall mean a change in the ownership or effective control of the Sponsor within the meaning of Section 409A(a)(2)(A)(v); provided, however, that a Change in Control for purposes of vesting under Section 3.9(c) shall not be deemed to occur as a result of any acquisition of the Sponsor's stock by R. Randall Rollins or Gary W. Rollins or either of their spouses or lineal descendants ("Rollins Family Members"), a trust for the exclusive benefit of Rollins Family Members, or a partnership or other entity in which substantially all of the beneficial owners are Rollins Family Members.

1.12 "Claimant" shall have the meaning set forth in Section 13.2.

1.13 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

1.14 "Company" shall mean, collectively, the Sponsor and any affiliate of the Sponsor that the Plan Committee allows to participate in the Plan, and any successor to the Plan Sponsor or a participating affiliate.

1.15 "Company Discretionary Account" shall mean (i) the sum of the Participant's Annual Company Discretionary Amounts, plus (ii) amounts credited or debited in accordance with all the applicable crediting provisions of this Plan that relate to the Participant's Company Discretionary Account, less (iii) all distributions made to the Participant or his or her Beneficiary pursuant to this Plan that relate to the Participant's Company Discretionary Account.

1.16 "Company Discretionary Benefit Restoration Account" shall mean (i) the sum of the Participant's Annual Company Discretionary Benefit Restoration Amounts, plus (ii) amounts credited or debited in accordance with all the applicable crediting provisions of this Plan that relate to the Participant's Company Discretionary Benefit Restoration Account, less (iii) all distributions made to the Participant or his or her Beneficiary pursuant to this Plan that relate to the Participant's Company Discretionary Benefit Restoration Account.

1.17 "Company Match Account" shall mean (i) the sum of the Participant's Annual Company Match Amounts, plus (ii) amounts credited or debited in accordance with all the applicable crediting provisions of this Plan that relate to the Participant's Company Match Account, less (iii) all distributions made to the Participant or his or her Beneficiary pursuant to this Plan that relate to the Participant's Company Match Account.

1.18 "Deferral Account" shall mean (i) the sum of all of a Participant's Annual Deferral Amounts, plus (ii) amounts credited or debited in accordance with all the applicable crediting provisions of this Plan that relate to the Participant's Deferral Account, less (iii) all distributions made to the Participant or his or her Beneficiary pursuant to this Plan that relate to his or her Deferral Account.

1.19 "Effective Date" shall mean the effective date of this amendment and restatement of Plan, which is January 1, 2025, except as otherwise specified herein.

1.20 "Election Form" shall mean the form or forms established from time to time by the Plan Committee that a Participant completes, signs and returns to the Plan Committee to make an election under the Plan (which form or forms may take the form of an electronic transmission, if required or permitted by the Plan Committee).

1.21 "Employee" shall mean an individual whom the Company treats as an "employee" for Federal income tax withholding purposes.

1.22 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.23 "Former Western Plan Account" shall mean, with respect to any Participant with an account balance under the Western Industries-North, Inc. Deferred Compensation Plan (the "Western Plan") as of December 31, 2007 who does not incur a distribution event

(the "Western Plan") as of December 31, 2007 who does not incur a distribution event

under the terms of the Western Plan prior to January 1, 2008, (i) the amount credited to the Participant's account under the Western Plan as of December 31, 2007 which is credited to the Participant's Former Western Plan Account under this Plan as of January 1, 2008 in accordance with Section 3.8, plus (ii) amounts credited or debited in accordance with all the applicable crediting provisions of this Plan that relate to the Participant's Former Western Plan Account, less (iii) all distributions made to the Participant or his or her Beneficiary pursuant to this Plan that relate to the Participant's Former Western Plan Account.

1.24 "Participant" shall mean any Employee who is selected by the Plan Committee to participate in the Plan, provided such individual (i) elects to participate in the Plan, (ii) signs a Plan Agreement, an Election Form(s) and a Beneficiary Designation Form, (iii) commences participation in the Plan, and (iv) does not have his or her Plan Agreement terminated. A spouse or former spouse of a Participant shall not be treated as a Participant in the Plan or have an Account Balance under the Plan under any circumstance.

1.25 "Performance-Based Annual Bonus Payment" means an Annual Bonus Payment the amount of which, or entitlement to which, is contingent on the satisfaction of pre-established organizational or individual performance criteria relating to a performance period of at least twelve (12) consecutive months and which constitutes "performance-based compensation" within the meaning of Treas. Reg. Section 1.409A-1(e). Organizational or individual performance criteria are considered pre-established if established in writing by not later than ninety (90) days after the commencement of the period of service to which the criteria relate, provided that the outcome is substantially uncertain at the time the criteria are established. The determination of whether an Annual Bonus Payment qualifies as a Performance-Based Annual Bonus Payment will be made in accordance with Treas. Reg. Section 1.409A-l(e) and subsequent guidance.

1.26 "Plan" shall mean this Rollins, Inc. Deferred Compensation Plan, as evidenced by this instrument and by each Plan Agreement, as they may be further amended from time to time.

1.27 "Plan Agreement" shall mean a written agreement (which may take the form of an electronic transmission, if required or permitted by the Plan Committee), as may be amended from time to time, which is entered into by and between the Company and a Participant. Each Plan Agreement executed by a Participant and the Company shall provide for the entire benefit to which such Participant is entitled under the Plan; should there be more than one Plan Agreement, the Plan Agreement bearing the latest date of acceptance by the Company shall supersede all previous Plan Agreements in their entirety and shall govern such entitlement. The terms of any Plan Agreement may be different for any Participant, and any Plan Agreement may provide additional benefits not set forth in the Plan or limit the benefits otherwise provided under the Plan; provided, however, that any such additional benefits or benefit limitations must be agreed to by both the Company and the Participant. In the Plan Agreement, each Participant shall acknowledge that he or she accepts all of the terms of the Plan including the discretionary authority of the Plan Committee as set forth in Article 11.

1.28 "Plan Committee" shall mean the Plan committee appointed by the Sponsor, which, except as otherwise specified, shall be responsible for the general administration of the Plan, or a designated agent of such Plan Committee.

1.29 "Plan Year" shall mean a period beginning on January 1 of each calendar year and continuing through December 31 of such calendar year during which this Plan is in effect; provided, however, that the Plan shall experience a short first Plan Year beginning July 1, 2005 and ending December 31, 2005.

1.30 "Pre-Retirement Survivor Benefit" shall mean the benefit set forth in Article 6.

1.31 "Retirement," "Retire(s)" or "Retired" shall mean (i) with respect to amounts deferred for services performed in years prior to 2016, Separation from Service with the Company for any reason other than death on or after the attainment of age sixty-five (65); or (ii) with respect to amounts deferred for services performed in 2016 and subsequent years, Separation from Service with the Company for any reason other than death after attaining age fifty-five (55) and completing fifteen (15) years of service measured from the Participant's most recent hire or rehire date before the date on which the Participant makes a deferral election under the Plan through the date of the Participant's first Separation from Service following such hire or rehire date. Notwithstanding the foregoing, the Plan Committee may establish a different definition of "Retirement" for some or all Participants with respect to specified amounts deferred under the Plan, provided that such definition shall satisfy the requirements of Code Section 409A and shall be set forth in writing prior to the date on which any deferral elections to which such definition applies have become irrevocable.

1.32 "Retirement Benefit" shall mean the benefit set forth in Article 5.

1.33 "Section 409A" shall mean Code Section 409A and the Treasury regulations and other authoritative guidance issued thereunder.

1.34 "Separation from Service" shall mean separation from service within the meaning of Section 409A. Generally, a Participant separates from service if the Participant dies, retires, or otherwise has a termination of employment with the Company, as determined in accordance with the following:

(a) Leaves of Absence. The employment relationship is treated as continuing intact while the Participant is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six (6) months, or, if longer, so long as the Participant retains a right to reemployment with the Company under an applicable statute or by contract. A leave of absence constitutes a bona fide leave of absence only if there is a reasonable expectation that the Participant will return to perform services for the Company. If the period of leave exceeds six (6) months and the Participant does not retain a right to reemployment under an applicable statute or by contract, the employment relationship is deemed to terminate on the first date immediately following such six (6)-month period. Notwithstanding the foregoing, where a leave of absence is due to any medically

determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, where such impairment causes the Participant to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, a twenty-nine (29)-month period of absence shall be substituted for such six (6)-month period.

(b) Status Change. Generally, if a Participant performs services both as an Employee and an independent contractor, such Participant must separate from service both as an Employee, and as an independent contractor pursuant to standards set forth in Treasury Regulations, to be treated as having a Separation from Service. However, if a Participant provides services to the Company as an Employee and as a member of the Board, the services provided as a director are not taken into account in determining whether the Participant has a Separation from Service as an Employee for purposes of this Plan.

(c) Termination of Employment. Whether a termination of employment has occurred is determined based on whether the facts and circumstances indicate that the Company and the Participant reasonably anticipated that no further services would be performed after a certain date or that the level of bona fide services the Participant would perform after such date (whether as an Employee or as an independent contractor) would permanently decrease to no more than twenty (20) percent of the average level of bona fide services performed (whether as an Employee or an independent contractor) over the immediately preceding thirty-six (36)-month period (or the full period of services to the Company if the Participant has been providing services to the Company less than thirty-six (36) months). Facts and circumstances to be considered in making this determination include, but are not limited to, whether the Participant continues to be treated as an Employee for other purposes (such as continuation of salary and participation in employee benefit programs), whether similarly situated service providers have been treated consistently, and whether the Participant is permitted, and realistically available, to perform services for other service recipients in the same line of business. For periods during which a Participant is on a paid bona fide leave of absence and has not otherwise terminated employment as described above, for purposes of this paragraph (c) the Participant is treated as providing bona fide services at a level equal to the level of services that the Participant would have been required to perform to receive the compensation paid with respect to such leave of absence. Periods during which a Participant is on an unpaid bona fide leave of absence and has not otherwise terminated employment are disregarded for purposes of this paragraph (c) (including for purposes of determining the applicable thirty-six (36)-month (or shorter) period).

(d) Service with Affiliates. For purposes of determining whether a separation from service has occurred under the above provisions, the "Company" shall include the Company and all entities that would be treated as a single employer with the Company under Code Section 414(b) or (c).

1.35 "Short-Term Payout" shall mean the payout set forth in Article 4.

1.36 "Sponsor" shall mean Rollins, Inc., a Delaware corporation, and any successor to all or substantially all of the Sponsor's assets or business.

1.37 "Termination Benefit" shall mean the benefit set forth in Article 7.

1.38 "Termination of Employment" shall mean Separation from Service with the Company, voluntarily or involuntarily, for any reason other than Retirement, death or an authorized leave of absence.

1.39 "Trust" shall mean the trust established pursuant to this Plan, as amended from time to time.

1.40 "Unforeseeable Financial Emergency" shall mean a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, the Participant's Beneficiary, or the Participant's dependent (as defined in Code Section 152, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, not as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute a hardship. In addition, the need to pay for medical expenses, including nonrefundable deductibles, as well as for the costs of prescription drug medication, may constitute a hardship. Finally, the need to pay for the funeral expenses of a spouse, a Beneficiary, or a dependent may also constitute a hardship. Except as otherwise provided in this paragraph, the purchase of a home and the payment of college tuition are not hardships. Whether a Participant is faced with a hardship is to be determined in the sole discretion of the Plan Committee based on the relevant facts and circumstances of each case and in accordance with the requirements of Treas. Reg. Section 1.409A-3(i)(3).

1.41 "Yearly Installment Method" shall be a yearly installment payment over the number of years selected by the Participant in accordance with this Plan, calculated as follows: The Account Balance of the Participant (or the appropriate portion thereof) shall be calculated as of the close of business on the date of reference (or, if the date of reference is not a business day, on the immediately following business day). The date of reference with respect to the first (1st) yearly installment payment shall be as provided in Section 5.2, and the date of reference with respect to subsequent yearly installment payments shall be the anniversary of the first (1st) yearly installment payment. The yearly installment shall be calculated by multiplying this balance by a fraction, the numerator of which is one (1), and the denominator of which is the remaining number of yearly payments due the Participant. By way of example, if the Participant elects a ten (10) year Yearly Installment Method, the first payment shall be one-tenth (1/10) of the Account Balance, calculated as described in this definition. The following year, the payment shall be one-ninth (1/9) of the Account Balance, calculated as described in this definition.

1.42 "Years of Vesting Service" shall mean the number of complete twelve (12)-month periods measured from a Participant's original date of hire (as recorded in the Sponsor's payroll system) to the date of the Participant's most recent termination of employment. A Participant will be credited with a Year of Vesting Service on each anniversary of the Participant's original hire date that occurs prior to the date of the Participant's most recent termination of employment. The Plan Committee in its discretion shall determine the extent, if any, to which a Participant's Years of Vesting Service will include periods of employment with a predecessor employer the stock or assets of which are acquired by the Sponsor or an affiliate.

ARTICLE 2
Selection/Enrollment/Eligibility

2.1 Eligibility. Participation in the Plan shall be limited to Employees whom the Plan Committee, in its sole discretion, designates, for participation, provided that Employees may not participate in the Plan unless they are members of a select group of management or highly compensated employees of the Company, as membership in such group is determined for purposes of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA (which determination shall be made by the Plan Committee in its sole discretion).

2.2 Enrollment Requirements. As a condition to initial participation, each selected Employee shall complete, execute and return to the Plan Committee a Plan Agreement, an Election Form(s) and a Beneficiary Designation Form, all within thirty (30) days after he or she is notified of his or her eligibility to participate in the Plan. In addition, the Plan Committee shall establish from time to time such other enrollment requirements as it determines in its sole discretion are necessary to satisfy the requirements of Section 409A.

2.3 Commencement of Participation. Provided a selected Employee has met all enrollment requirements set forth in this Plan and required by the Plan Committee, including returning all required documents to the Plan Committee within the specified time period, that individual shall commence participation in the Plan on the first day of the month following the month in which he or she has completed all enrollment requirements (or as soon as practicable thereafter as the Plan Committee may determine). If he or she fails to meet all such requirements within the period required by Section 2.2, that individual shall not be eligible to participate in the Plan until the first day of the following Plan Year, again subject to timely delivery to the Plan Committee of the required documents.

2.4 Termination of Participation. If the Plan Committee determines in good faith that a Participant no longer qualifies as a member of a select group of management or highly compensated employees of the Company (as defined in Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA), the Plan Committee shall have the right to prevent the Participant from making future deferral elections, but the Participant's existing deferral elections may not be revoked or modified unless permitted under Section 409A.

ARTICLE 3
Deferral Commitments/Company Contributions/Former Western Plan Accounts/Crediting/Taxes

3.1 Maximum Deferral .

(a) Annual Regular Compensation and Annual Bonus Payments. For each Plan Year, a Participant may elect to defer, as his or her Annual Deferral Amount, Annual Regular Compensation and/or Annual Bonus Payments up to the following maximum percentages for each type of compensation:

Compensation	Maximum Deferral Percentage
Annual Regular Compensation	50%
Annual Bonus Payments	85%

(b) Plan Committee's Discretion. Notwithstanding the foregoing, (i) the Plan Committee may, in its sole discretion, establish for any Plan Year maximum percentages which differ from those set forth above, and (ii) if a Participant first becomes a Participant after the first day of a Plan Year, the maximum Annual Deferral Amount with respect to Annual Regular Compensation and Annual Bonus Payments shall be limited to the percentage of such compensation not yet earned by the Participant as of the date the Participant submits a Plan Agreement and Election Form(s) to the Plan Committee (determined using daily proration as provided in the regulations under Section 409A), if applicable.

3.2 Election to Defer/Change in Election.

(a) Timing of Deferral Elections.

(i) Elections with Respect to Annual Regular Compensation. An Annual Regular Compensation deferral election must be made within the deadlines established by the Plan Committee, provided that in no event shall such an election be made after the last day of the Plan Year preceding the Plan Year in which the services giving rise to the Annual Regular Compensation to be deferred are to be performed.

(ii) Elections with Respect to Annual Bonus Payments. An Annual Bonus Payment deferral election must be made within the deadlines established by the Plan Committee, provided that, except as provided in paragraphs (iii) and (iv) below, in no event shall such an election be made later than the last day of the Plan Year preceding the Plan Year in which the services giving rise to the Annual Bonus Payments to be deferred are performed.

(iii) Elections with Respect to Performance-Based Annual Bonus Payments. To the extent permitted by the Plan Committee, a Performance-Based

Annual Bonus Payment deferral election may be made no later than the date that is six months before the end of the applicable performance period, provided that:

(a) the Participant performs services continuously from the later of the beginning of the performance period or the date the criteria are established through the date the deferral election is made; and

(b) the Compensation is not readily ascertainable as of the date the deferral election is made.

A deferral election becomes irrevocable with respect to a Performance-Based Annual Bonus as of the day immediately following the latest date for making such election. Any election to defer a Performance-Based Annual Bonus that is made in accordance with this paragraph (iii) and that becomes payable as a result of the Participant's death or disability (as defined in Treas. Reg. Section 1.409A-l(e)) prior to the satisfaction of the performance criteria, will be void.

(iv) First Year of Eligibility. Notwithstanding paragraphs (i), (ii) and (iii) above, if and to the extent permitted by the Plan Committee in accordance with the applicable requirements of Section 409A, in the case of the first Plan Year in which an Employee becomes eligible to participate in the Plan, the Employee may make a deferral election at times other than those permitted by paragraphs (i), (ii) and (iii) above, provided that such election is made no later than thirty (30) days after the date the Employee becomes eligible to participate in the Plan. Such election will apply only with respect to compensation attributable to services performed after the date the election is made.

(b) Manner of Election. Deferral elections (and any other elections the Plan Committee deems necessary or desirable under the Plan) shall be made by timely delivering to the Plan Committee an Election Form, along with such other forms the Plan Committee deems necessary or desirable under the Plan. For these elections to be valid, the Election Form(s) must be completed and signed by the Participant, timely delivered to the Plan Committee (in accordance with Sections 2.2 and 3.2(a) above. If no such Election Form(s) is timely delivered for a Plan Year (or portion thereof), the Annual Deferral Amount shall be zero (0) for that Plan Year (or portion thereof).

(c) Change in Election. A Participant's deferral election that is in effect for a Plan Year may not be changed, revoked or modified during the Plan Year, unless permitted by the Plan Committee in compliance with Section 409A. Without limiting the foregoing, the Committee may cancel a Participant's deferral election (i) to the extent provided under Section 4.3 upon an Unforeseeable Financial

Emergency, or (ii) upon a Participant's disability (as defined under Section 409A).

(d) Validity of Elections. The Plan Committee reserves the right to determine the validity of all deferral elections made under the Plan in accordance with the requirements of applicable law, including Section 409A. To the extent permitted under Section 409A, if the Plan Committee, in its sole discretion, determines that an election is not valid under applicable law, the Plan Committee may treat the deferral election as null and void, and pay Annual Regular Compensation and/or Annual Bonus Payments to the affected Participant without regard to the Participant's deferral election. By way of example and not limitation, if the Plan Committee determines that a deferral election should have been made at a time that is earlier than the time it is actually made (even if such election would otherwise comply with the terms of the Plan, including Section 3.2(a) above), the Plan Committee shall disregard such election and pay Annual Regular Compensation and/or Annual Bonus Payments to the affected Participant without regard to the Participant's deferral election.

3.3 Withholding of Annual Deferral Amounts. For each Plan Year, the Annual Regular Compensation portion of the Annual Deferral Amount shall be withheld from each regularly scheduled Annual Regular Compensation payment in the percentage elected by the Participant. If Annual Regular Compensation for a payroll period that includes December 31 of a Plan Year is not paid until the following Plan Year, then the Deferral Election in effect for the following Plan Years shall apply to the payable period that includes the immediately preceding December 31. The Annual Bonus Payments portion of the Annual Deferral Amount shall be withheld at the time the Annual Bonus Payments are or otherwise would be paid to the Participant, whether or not this occurs during the Plan Year for which the election is made.

3.4 Matching Contributions. Effective January 1, 2025, for each payment of Annual Regular Compensation or Annual Bonus Payment from which a Participant elects to have amounts deferred under the Plan in accordance with Section 3.2, the Plan Committee shall credit to the Participant's Company Match Account an amount equal to fifty percent (50%) of the amount of such deferrals that do not exceed three percent (3%) of such payment of Annual Regular Compensation or Annual Bonus Payment.

3.5 Annual Company Discretionary Amount. For each Plan Year, the Plan Committee, acting on behalf of the Company and in its sole discretion, may, but is not required to, credit any amount it desires to any Participant's Company Discretionary Account under this Plan, which amount shall be for that Participant the Annual Company Discretionary Amount for that Plan Year. The amount so credited on behalf of a Participant may be smaller or larger than the amount credited on behalf of any other Participant, and the amount credited on behalf of any Participant for a Plan Year may be zero (0), even though one or more other Participants receive an Annual Company Discretionary Amount for that Plan Year.

Unless otherwise specified by the Plan Committee, the Annual Company Discretionary Amount, if any, shall be credited as soon as practicable after the last day of the Plan Year. Unless otherwise specified by the Plan Committee, if a Participant to whom an Annual Company Discretionary Amount would otherwise be credited is not employed by the Company as of the last day of a Plan Year, the Annual Company Discretionary Amount for that Plan Year shall be zero (0).

3.6 Annual Company Discretionary Benefit Restoration Amount. For each Plan Year beginning on or after January 1, 2007, the Plan Committee, acting on behalf of the Company and in its sole discretion, may, but is not required to, credit an amount to any Participant's Company Discretionary Benefit Restoration Account under this Plan, which amount shall be for that Participant the Annual Company Discretionary Benefit Restoration Amount for that Plan Year.

Unless otherwise specified by the Plan Committee, in order to be eligible to receive an Annual Company Discretionary Benefit Restoration Amount credit for a Plan Year, a Participant must: (a) have a most recent hire date of no later than June 30, 1999; (b) be a participant in and have and completed at least five (5) full years of vesting service under the Rollins, Inc. Retirement Income Plan (the "Retirement Plan") as of June 30, 2005; (c) be employed by the Company on the last day of the Plan Year for which the Annual Company Discretionary Benefit Restoration Amount is credited and have been actively employed by the Company during the entire Plan Year; and (d) be a highly compensated employee (as defined in Section 414(q) of the Code) in the Plan Year for which the Plan Year for which the Annual Discretionary Benefit Restoration Amount is credited, all as determined by the Plan Committee.

A Participant's Annual Company Discretionary Benefit Restoration Amount for the Plan Year of reference, if any, shall be a percentage of the Participant's compensation for the Plan Year as determined under the Rollins 401(k) Plan plus amounts deferred by the Participant under the Plan, but excluding all amounts in excess of the limitation on compensation under Section 401(a)(17) of the Code for the Plan Year:

Number of Points	Annual Company Discretionary Benefit Restoration Amount
Fewer than 55	0% of Compensation
At least 55, but fewer than 65	1.5% of Compensation
65 or more	3% of Compensation

For purposes of the preceding, the Participant's number of points shall be calculated as:

Participant's age + (Participant's Years of Service X 1.5)

The Participant's Years of Service shall be the Participant's vesting service under the Retirement Plan determined as of June 30, 2005, based on the Participant's most recent hire date (i.e., if the Participant was rehired, he or she will not receive Years of Service credit for purposes of this Section for service the Participant performed prior to his or her rehire date) and will be rounded to the nearest one-tenth of a Year. For purposes of the preceding, the Participant's age will be determined as of June 30, 2005, and will be rounded to the nearest one-tenth of a year.

Unless otherwise specified by the Plan Committee, the Annual Company Discretionary Benefit Restoration Amount, if any, shall be credited as soon as practicable after the last day of the Plan Year. Unless otherwise specified by the Plan Committee, these Annual Company Discretionary Amounts will be credited for five (5) Plan Years, with the first Annual Company Discretionary Amounts being credited in January 2007 (for the 2006 Plan Year) for those eligible Participants who are employed by the Company as of December 31, 2006.

3.7 Investment of Trust Assets. The trustee of the Trust shall be authorized, upon written instructions received from the Plan Committee or investment manager appointed by the Plan Committee, to invest and reinvest the assets of the Trust in accordance with the applicable Trust agreement, including the reinvestment of the proceeds in one or more investment vehicles designated by the Plan Committee.

3.8 Former Western Plan Accounts. Effective as of January 1, 2008, the Western Industries-North, Inc. Deferred Compensation Plan (the "Western Plan") merged with and into this Plan. With respect to any Participant with an account balance under the Western Plan as of December 31, 2007 who does not incur a distribution event under the terms of the Western Plan prior to January 1, 2008, the amount credited to the Participant's account under the Western Plan as of December 31, 2007 shall be credited, as of January 1, 2008, to the Participant's Former Western Plan Account under this Plan. With respect to any Participant who incurs a distribution event under the terms of the Western Plan prior to January 1, 2008, his or her Western Plan account balance shall be governed in accordance with the terms of the Western Plan prior to January 1, 2008.

3.9 Vesting.

(a) A Participant shall at all times be one hundred percent (100%) vested in his or her Deferral Account, Company Discretionary Benefit Restoration Account and Former Western Plan Account.

(b) A Participant shall become vested in his or her Company Match Account in accordance with the following schedule, based on the Participant's Years of Vesting Service:

Years of Vesting Service Completed by Participant	Vested Percentage of Participant's Company Match Account
Less than 1 Years	0%
1 Year, but less than 2	20%

2 Years, but less than 3	40%
3 Years, but less than 4	60%
4 Years, but less than 5	80%
5 Years or more	100%

Notwithstanding the foregoing, a Participant shall become fully vested in his or her Company Match Account in the event he or she dies or becomes disabled or attains age sixty-five (65), in each case while employed by the Company or any of its affiliates. A Participant shall be considered disabled if he or she qualifies for benefits under a Company-sponsored long-term disability benefit plan.

(c) A Participant shall become vested in his or her Company Discretionary Account as and to the extent that the Participant becomes vested in Company matching contributions under a 401(k) plan sponsored by the Company, or (if earlier) as of the date of a Change in Control. If Company matching contributions have been allocated on behalf of the Participant under more than one Company-sponsored 401(k) plan, the 401(k) plan referenced in the preceding sentence shall be that Company-sponsored 401(k) plan under which the Participant has attained the greatest percentage of vesting in his or her Company matching contributions.

3.10 Crediting/Debiting of Account Balances. In accordance with, and subject to, the rules and procedures that are established from time to time by the Plan Committee, in its sole discretion, amounts shall be credited or debited to a Participant's Account Balance in accordance with the following rules:

(a) Sub-Accounts. Separate sub-accounts shall be established and maintained with respect to each Participant's Account Balance (together, the "Sub-Accounts"), if and as applicable, one attributable to the portion of the Participant's Account Balance which represents Annual Regular Compensation deferrals, another attributable to the portion of the Participant's Account Balance which represents Annual Bonus Payments deferrals, another attributable to the portion of the Participant's Account Balance which represents Annual Company Matching Accounts, another attributable to the portion of the Participant's Account Balance which represents Annual Company Discretionary Amounts and Annual Company Discretionary Benefit Restoration Amounts, and another attributable to the portion of the Participant's Account Balance which represents the balance credited to the Participant's Former Western Plan Account, if applicable.

(b) Election of Measurement Funds. A Participant, in connection with his or her initial deferral election in accordance with Section 3.2 above, shall elect, on the Election Form(s), one or more Measurement Fund(s) (as described in Section 3.10(d) below) to be used to determine the additional amounts to be credited or debited to each of his or her Sub-Accounts as deemed earnings. The Participant may (but is not required to) elect, by submitting an Election Form(s) to the Plan Committee that is accepted by the Plan Committee (which submission may take the form of an electronic transmission, if required or permitted by the Plan Committee), to add or delete one or more Measurement Fund(s) to be used to

determine the additional amounts to be credited or debited to each of his or her Sub-Accounts, or to change the portion of each of his or her Sub-Accounts allocated to each previously or newly elected Measurement Fund(s).

(c) Proportionate Allocation. In making any election described in Section 3.10(b) above, the Participant shall specify on the Election Form(s), in whole percentage points, the percentage of each of his or her Sub-Account(s) to be allocated to a Measurement Fund (as if the Participant was making an investment in that Measurement Fund with that portion of his or her Account Balance).

(d) Measurement Funds. The Participant may elect one or more of the Measurement Funds for the purpose of crediting or debiting deemed earnings to his or her Account Balance. The Plan Committee may, in its sole discretion, discontinue, substitute or add a Measurement Fund(s). Each Participant hereunder, as a condition to his or her participation hereunder, agrees to indemnify and hold harmless the Plan Committee and the Company, and their agents and representatives, from any losses or damages of any kind relating to (i) the Measurement Funds made available hereunder and (ii) any discrepancy between (a) the credits and debits to the Participant's Account Balance based on the performance of the Measurement Funds and the application of the crediting and debiting method established by the Plan Committee and (b) what the credits and debits otherwise might be in the case of an actual investment in the Measurement Funds.

(e) Plan Committee Discretion. The Plan Committee will have complete discretion to adopt and revise procedures to be followed in making elections with respect to Measurement Funds. Such procedures may include, but are not limited to, the process of making elections, the permitted frequency of making elections, the incremental size of elections, the deadline for making elections and the effective date of such elections, and the default Measurement Fund to apply in the event a Participant fails to make an election.

(f) No Actual Investment. Notwithstanding any other provision of this Plan that may be interpreted to the contrary, the Measurement Funds are to be used for measurement purposes only, and a Participant's election of any such Measurement Fund, the allocation to his or her Account Balance thereto, the calculation of additional amounts and the crediting or debiting of such amounts to a Participant's Account Balance shall not be considered or construed in any manner as an actual investment of his or her Account Balance in any such Measurement Fund. In the event that the Company or the trustee (as that term is defined in the Trust), in its own discretion, decides to invest funds in any or all of the Measurement Funds, no Participant shall have any rights in or to such investments themselves. Without limiting the foregoing, a Participant's Account Balance shall at all times be a bookkeeping entry only and shall not represent any investment made on his or her behalf by the Company or the Trust; the Participant shall at all times remain an unsecured general creditor of the Company.

(g) Beneficiary Elections. Each reference in this Section 3.10 to a Participant shall be deemed to include, where applicable, a reference to a Beneficiary.

3.11 FICA and Other Taxes.

(a) Annual Deferral Amounts. For each Plan Year in which an Annual Deferral Amount is being withheld from a Participant, the Company shall withhold from that portion of the Participant's Annual Regular Compensation and/or Annual Bonus Payments that is not being deferred, in a manner determined by the Company, the Participant's share of FICA and state and local employment taxes on such Annual Deferral Amount. If necessary, to the extent permitted under Section 409A, the Plan Committee may reduce the Annual Deferral Amount in order to comply with this Section 3.11.

(b) Annual Company Match Amounts. When a Participant becomes vested in a portion of his or her Company Match Account, the Company shall have the discretion to withhold from the Participant's Annual Regular Compensation and/or Annual Bonus Payments that is not deferred, in a manner determined by the Company, the Participant's share of FICA and state and local employment taxes on such vested portion of his or her Company Match Account. If necessary, to the extent permitted under Section 409A, the Plan Committee may reduce the vested portion of the Participant's Annual Company Match Amounts in order to comply with this Section 3.11.

(c) Annual Company Discretionary Amounts. When a Participant becomes vested in a portion of his or her Company Discretionary Account, the Company shall have the discretion to withhold from the Participant's Annual Regular Compensation and/or Annual Bonus Payments that is not deferred, in a manner determined by the Company, the Participant's share of FICA and state and local employment taxes on such vested portion of his or her Company Discretionary Amount. If necessary, to the extent permitted under Section 409A, the Plan Committee may reduce the vested portion of the Participant's Annual Company Discretionary Amounts in order to comply with this Section 3.11.

(d) Annual Company Discretionary Benefit Restoration Amounts. For each Plan Year in which an Annual Company Discretionary Benefit Restoration Amount is credited to the Account Balance of a Participant, the Company shall have the discretion, to the extent permitted under Section 409A, to withhold from the Participant's Annual Regular Compensation and/or Annual Bonus Payments that is not deferred, in a manner determined by the Company, the Participant's share of FICA and state and local employment taxes on such Annual Company Discretionary Benefit Restoration Amount. If necessary, to the extent permitted under Section 409A, the Plan Committee may reduce the vested portion of the Participant's Annual Company Discretionary Benefit Restoration Amounts in order to comply with this Section 3.11.

3.12 Distributions. Notwithstanding anything herein to the contrary, (i) any payments made to a Participant under this Plan shall be in cash form, and (ii) the Company, or the trustee of the Trust, shall withhold from any payments made to a Participant under this Plan all Federal, state and local income, employment and other taxes required to be withheld by the Company, or the trustee of the Trust, in connection with such payments, in amounts and in a manner to be determined in the sole discretion of the Company or the trustee of the Trust, as applicable.

ARTICLE 4
Short-Term Payout/Unforeseeable Financial Emergencies

4.1 Short-Term Payout. In connection with each election to defer Annual Deferral Amounts for a given Plan Year (and/or, with respect to the Participant's Former Western Plan Account balance, during the applicable election period established by the Plan Committee ending no later than December 31, 2005), a Participant may irrevocably elect to receive a future "Short-Term Payout" from the Plan. Except as otherwise required by the Plan Committee, such election may be made separately with respect to each Plan Year's Annual Regular Compensation and/or Annual Bonus Payments that have been deferred. In addition, except as otherwise required by the Plan Committee, such election may be made separately with respect to the Participant's Former Western Plan Account balance. Subject to Section 10.7 and to Section 3.12, the Short-Term Payout shall be a lump sum payment in an amount that is equal to the Annual Regular Compensation and/or Annual Bonus Payments deferrals (and/or, if applicable, the Participant's Former Western Plan Account balance) subject to the Short-Term Payout election, and amounts credited or debited thereon in the manner provided in Section 3.10 above, determined at the time that the Short-Term Payout becomes payable (rather than the date of a Termination of Employment). Subject to the terms and conditions of this Plan, each Short-Term Payout elected shall be paid out during the month of January of the Plan Year designated by the Participant that is at least three (3) Plan Years after the Plan Year in which the Annual Regular Compensation and/or Annual Bonus Payments deferrals subject to the Short-Term Payout election are actually deferred (and/or with respect to the Participant's Former Western Plan Account balance, during the month of January of the Plan Year designated by the Participant that is 2010 or later), as specifically elected by the Participant. By way of example, if a three (3) year Short-Term Payout is elected by a Participant for Annual Regular Compensation deferrals that are deferred in the Plan Year commencing January 1, 2025, the three (3) year Short-Term Payout would become payable during January of 2029. Notwithstanding the preceding sentences or any other provision of this Plan that may be construed to the contrary, a Participant who is an active Employee may, with respect to each Short-Term Payout, on a form determined by the Plan Committee, make one (1) or more additional deferral elections (a "Subsequent Election") to defer payment of all or any portion (as elected by the Participant in accordance with procedures established by the Plan Committee) of such Short-Term Payout to a Plan Year subsequent to the Plan Year originally (or subsequently) elected; provided, however, any such Subsequent Election will be null and void unless submitted to the Plan Committee no later than one (1) year prior to the first day of the Plan Year in which, but for the Subsequent Election, such Short-Term Payout would be paid, and such

Subsequent Election provides for a deferral of at least five (5) years following the Plan Year in which the Short-Term Payout, but for the Subsequent Election, would be paid.

Notwithstanding the preceding, that portion of a Participant's Account Balance, if any, attributable to Annual Company Discretionary Amounts, Company Match Amounts, and/or Annual Company Discretionary Benefit Restoration Amounts shall not be eligible for a Short-Term Payout under the Plan.

4.2 Other Benefits Take Precedence Over Short-Term Payout. Should an event occur that triggers a benefit under Article 5, 6 or 7, any Annual Regular Compensation and/or Annual Bonus Payments deferrals (and/or amount(s) credited to a Participant's Former Western Plan Account), plus amounts credited or debited thereon, that are subject to a Short-Term Payout election under Section 4.1 shall not be paid in accordance with Section 4.1 but shall be paid in accordance with the other applicable Article.

4.3 Withdrawal Payout/Suspensions for Unforeseeable Financial Emergencies. If a Participant experiences an Unforeseeable Financial Emergency, the Participant may petition the Plan Committee to (i) revoke any deferrals required to be made by a Participant to the extent permitted under Section 409A and/or (ii) receive a partial or full payout from the Plan. The payout shall not exceed the lesser of the Participant's vested Account Balance, calculated as if such Participant were receiving a Termination Benefit, or the amount reasonably needed to satisfy the Unforeseeable Financial Emergency, taking into account the extent to which the Unforeseeable Financial Emergency is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of assets would not itself cause severe financial hardship), plus amounts necessary to pay taxes reasonably anticipated as a result of the payout. A revocation of deferrals or payout under this Section 4.3 shall be permitted only to the extent permitted under Section 409A, as determined by the Plan Committee in its sole discretion.

ARTICLE 5
Retirement Benefit

5.1 Retirement Benefit. A Participant who Retires shall receive, as a Retirement Benefit, his or her vested Account Balance.

5.2 Payment of Retirement Benefit. In connection with each election to defer Annual Deferral Amounts for a given Plan Year (and/or, with respect to the Participant's Former Western Plan Account balance, during the applicable election period established by the Plan Committee ending no later than December 31, 2005), a Participant shall elect on an Election Form to receive such Annual Deferral Amounts (and/or, if applicable, the Participant's Former Western Plan Account balance), and amounts credited or debited thereon in the manner provided in Section 3.10 above, upon Retirement in a lump sum or pursuant to a Yearly Installment Method of between two (2) and fifteen (15) years. Except as otherwise required by the Plan Committee, such election may be made separately with respect to each Plan Year's Annual Regular Compensation and/or Annual Bonus Payments that have been deferred and the Participant's Company Match Amount

with respect to the Plan Year. In addition, except as otherwise required by the Plan Committee, such election may be made separately with respect to the Participant's Former Western Plan Account balance. If a Participant does not make any election with respect to the payment of the Retirement Benefit, then such benefit shall be payable in a lump sum.

Notwithstanding the above or anything herein that may suggest otherwise, the portion (if any) of the Participant's vested Account Balance attributable to Annual Company Discretionary Amounts and Annual Company Discretionary Benefit Restoration Amounts shall be payable to the Participant solely as a lump sum payment.

Unless an election is changed by the Participant as provided below, such Retirement Benefit shall be paid (or shall commence, in the case of installment payments) as follows: (i) if the Participant's Retirement occurs during January through June of any Plan Year, the Retirement Benefit shall be paid (or commence) on January 2 of the Plan Year following the Plan Year of the Participant's Retirement; (ii) if the Participant's Retirement occurs during July through December of any Plan Year, the Retirement Benefit shall be paid (or commence) on July 2 of the Plan Year following the Plan Year of the Participant's Retirement.

The Participant may change his or her election to an allowable alternative payout period by submitting a new Election Form to the Plan Committee, provided that any such Election Form is submitted at least one (1) year prior to the Participant's Retirement and, if required by Section 409A, provides for a distribution (or commencement of distributions) date which is at least five (5) years from the distribution date then in effect. The Election Form most recently submitted to by the Plan Committee shall govern the payout of the Retirement Benefit with respect to the portion of the Participant's Account Balance to which it pertains.

Notwithstanding anything above or elsewhere in the Plan to the contrary, except as otherwise permitted by Section 409A, no change submitted on an Election Form shall be effective if the change accelerates the time over which distributions are to be made to the Participant, and the Company shall deny any change made to an election if the Plan Committee determines that the change violates any requirement under Section 409A, including the requirement that the first payment with respect to which such election is made be deferred for a period of not less than five (5) years from the date such payment would otherwise have been made.

ARTICLE 6
Survivor Benefit

6.1 Pre-Retirement Survivor Benefit. The Participant's Beneficiary shall receive a Pre-Retirement Survivor Benefit equal to the Participant's vested Account Balance if the Participant dies while an Employee.

6.2 Payment of Pre-Retirement Survivor Benefit. The Pre-Retirement Survivor Benefit shall be paid in a lump sum on the first day of the calendar quarter next following the date of the Participant's death.

6.3 Death Prior to Completion of Retirement Benefit or Termination Benefit. If a Participant dies after Retirement or Termination of Employment but before the Retirement Benefit or Termination Benefit is paid in full, the Participant's unpaid Retirement Benefit or Termination Benefit payments shall continue and shall be paid to the Participant's Beneficiary over the remaining number of years and in the same amounts as that benefit would have been paid to the Participant had the Participant survived.

ARTICLE 7
Termination Benefit

7.1 Termination Benefit. A Participant shall receive a Termination Benefit, which shall be equal to the Participant's vested Account Balance if the Participant experiences a Termination of Employment prior to his or her Retirement or death.

7.2 Payment of Termination Benefit. The Termination Benefit shall be paid in a lump sum as follows: (i) if the Participant's Termination of Employment occurs during January through June of any Plan Year, the Termination Benefit shall be paid on January 2 of the Plan Year following the Plan Year of the Participant's Termination of Employment; (ii) if the Participant's Termination of Employment occurs during July through December of any Plan Year, the Termination Benefit shall be paid on July 2 of the Plan Year following the Plan Year of the Participant's Termination of Employment.

7.3 Changes to Termination Payments. Notwithstanding Section 7.2, the Company in its sole discretion may permit a Participant to elect to defer payment of all or part of his or her Termination Benefit beyond the date determined under Section 7.2, or to elect to receive payment pursuant to a Yearly Installment Method of between two (2) and fifteen (15) years. Unless such an election is made before the Plan Year in which the services giving rise to the applicable deferred amounts are performed, an election under this Section 7.3 will be effective only if (i) the election is submitted at least one (1) year prior to the date on which payment would otherwise be made under Section 7.2 based on the date of Participant's Termination of Employment, and (ii) the election provides for a distribution (or commencement of distributions) on a date that is at least five (5) years after the applicable date on which payment would otherwise be made under Section 7.2 based on the date of the Participant's Termination of Employment. If a Participant who has made such an election does not incur a Termination of Employment but instead Retires, any election made under this Section 7.3 shall not apply, and instead all payments to the Participant shall be made in accordance with Section 5.2 and any election made by the Participant thereunder.

ARTICLE 8
Beneficiary Designation

8.1 Beneficiary. Each Participant shall have the right, at any time, to designate his or her Beneficiary(ies) (both primary as well as contingent) to receive any benefits payable under the Plan upon the death of a Participant. The Beneficiary designated under this Plan may be the same as or different from the Beneficiary designation under any other plan of the Company in which the Participant participates.

8.2 Beneficiary Designation/Change. A Participant shall designate his or her Beneficiary by completing and signing the Beneficiary Designation Form and returning it to the Plan Committee. A Participant shall have the right to change a Beneficiary by completing, signing and otherwise complying with the terms of the Beneficiary Designation Form and the Plan Committee's rules and procedures, as in effect from time to time. Upon the acceptance by the Plan Committee of a new Beneficiary Designation Form, all Beneficiary designations previously filed shall be canceled. The Plan Committee shall be entitled to rely on the last Beneficiary Designation Form filed by the Participant and delivered to the Plan Committee prior to his or her death.

8.3 Acknowledgment. No designation or change in designation of a Beneficiary shall be effective until received and acknowledged in writing by the Plan Committee or its designated agent.

8.4 No Beneficiary Designation. If a Participant fails to designate a Beneficiary as provided in Sections 8.1, 8.2 and 8.3 above or, if all designated Beneficiaries predecease the Participant or die prior to complete distribution of the Participant's benefits, then the Participant's designated Beneficiary shall be deemed to be his or her surviving spouse, or, if the Participant has no surviving spouse, the benefits remaining under the Plan to be paid to a Beneficiary shall be payable to the executor or personal representative of the Participant's estate.

8.5 Doubt as to Beneficiary. If the Plan Committee has any doubt as to the proper Beneficiary to receive payments pursuant to this Plan, the Plan Committee shall have the right, exercisable in its sole discretion, to cause the Company to withhold such payments until this matter is resolved to the Plan Committee's satisfaction.

8.6 Discharge of Obligations. The payment of benefits under the Plan to a person believed in good faith by the Plan Committee to be a valid Beneficiary shall fully and completely discharge the Company and the Plan Committee from all further obligations under this Plan with respect to the Participant, and that Participant's Plan Agreement shall terminate upon such full payment of benefits. Neither the Plan Committee nor the Company shall be obliged to search for any Participant or Beneficiary beyond the sending of a registered letter to such Participant's or Beneficiary's last known address. If the Plan Committee notifies any Participant or Beneficiary that he or she is entitled to an amount under the Plan and the Participant or Beneficiary fails to claim such amount or make his or her location known to the Plan Committee within a reasonable period of time prior to the latest date on which such amount could be paid in accordance with Section 409A, then,

except as otherwise required by law, if the location of one or more of the next of kin of the Participant is known to the Plan Committee, the Plan Committee may direct distribution of such amount to any one or more or all of such next of kin, and in such proportions as the Plan Committee determines. If the location of none of the foregoing persons can be determined, the Plan Committee shall have the right to direct that the amount payable shall be deemed to be a forfeiture and paid to the Company, except that the dollar amount of the forfeiture, unadjusted for deemed gains or losses in the interim, shall be paid by the Company if a claim for the benefit subsequently is made by the Participant or the Beneficiary to whom it was payable. If a benefit payable to an unlocated Participant or Beneficiary is subject to escheat pursuant to applicable state law, neither the Plan Committee nor the Company shall be liable to any person for any payment made in accordance with such law.

ARTICLE 9
Leave of Absence

9.1 Paid Leave of Absence. If a Participant is authorized by the Company for any reason to take a paid leave of absence from his or her service to the Company, the Annual Deferral Amount shall continue to be withheld during such paid leave of absence in accordance with Section 3.3 until the date on which the Participant incurs a Separation from Service.

9.2 Unpaid Leave of Absence. If a Participant is authorized by the Company for any reason to take an unpaid leave of absence from his or her service to the Company and does not incur a Separation from Service prior to the date the leave of absence expires or the Participant returns to a paid service status, upon such expiration or return, deferrals shall resume for the remaining portion of the Plan Year in which the expiration or return occurs, based on the deferral election, if any, made for that Plan Year. If no election was made for that Plan Year, no deferral shall be withheld.

ARTICLE 10
Termination/Amendment/Modification

10.1 Termination. Although the Sponsor anticipates that it will continue the Plan for an indefinite period of time, the Sponsor reserves the right to discontinue its sponsorship of the Plan and/or to terminate the Plan at any time with respect to any or all of the Participants. No such action may be taken without the approval of the Board. If distribution of a Participant's Account Balance as a result of the termination of the Plan is not permitted by Section 409A, the payment of the Account Balance shall be made only after Plan benefits otherwise become due hereunder. The termination of the Plan shall not adversely affect any Participant or Beneficiary who has become entitled to the payment of any benefits under the Plan as of the date of termination.

Without limiting the generality of the foregoing, but subject to Section 409A, the Sponsor reserves the right to terminate the Plan (or for a successor of the Sponsor to terminate the Plan), in its discretion, and to distribute to Participants their vested Account Balances within twelve (12) months of a Change In Control.

10.2 Amendment. The Sponsor may, at any time, amend or modify the Plan in whole or in part by the action of the Board; provided, however, that no amendment or modification shall be effective to decrease the value of a Participant's vested Account Balance in existence at the time the amendment or modification is made.

10.3 Effect of Payment. The full payment of the applicable benefit under Articles 4, 5, 6 or 7 of the Plan shall completely discharge all obligations to a Participant and his or her designated Beneficiaries under this Plan and the Participant's Plan Agreement shall terminate.

10.4 Amendment to Ensure Proper Characterization of the Plan. Notwithstanding the previous Sections of this Article 10 but subject to Section 409A, the Plan may be amended at any time, retroactively if required, if necessary, in the opinion of the Board, to ensure that the Plan is characterized as a "top hat" plan of deferred compensation maintained for a select group of management or highly compensated employees, as described Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA, to conform the Plan to the provisions of Section 409A, to ensure that amounts deferred under the Plan are not taxable to a Participant under the Federal income tax laws prior to the date on which such amounts are made available to the Participant and to conform the Plan to the provisions and requirements of any other applicable law (including ERISA and the Code).

10.5 Changes in Law Affecting Taxability.

(a) Operation. This Section shall become operative upon the enactment of any change in applicable statutory law or the promulgation by the Internal Revenue Service of a final regulation or other pronouncement having the force of law, which statutory law, as changed, or final regulation or pronouncement, as promulgated, would cause any Participant to include in his or her Federal gross income amounts deferred by the Participant under the Plan on a date (an "Early Taxation Event") prior to the date on which such amounts are made available to him or her hereunder; provided, however, that no portion of this Section shall become operative to the extent that portion would result in a violation of Section 409A (e.g., by causing an impermissible distribution under Section 409A).

(b) Affected Right or Feature Nullified. Notwithstanding any other Section of this Plan to the contrary (but subject to paragraph (c), below), as of an Early Taxation Event, the feature or features of this Plan that would cause the Early Taxation Event shall be null and void, to the extent, and only to the extent, required to prevent the Participant from being required to include in his or her federal gross income amounts deferred by the Participant under the Plan prior to the date on which such amounts are made available to him or her hereunder. If only a portion of a Participant's Account Balance is impacted by the change in the law, then only such portion shall be subject to this Section, with the remainder of the Account Balance not so affected being subject to such rights and features as if the law were not changed. If the law only impacts Participants who have a certain status with respect to the Company, then only such Participants shall be subject to this Section.

(c) Tax Distribution. If an Early Taxation Event is earlier than the date on which the statute, regulation or pronouncement giving rise to the Early Taxation Event is enacted or promulgated, as applicable (i.e., if the change in the law is retroactive), there shall be distributed to each Participant, as soon as practicable following such date of enactment or promulgation, the amounts that became taxable on the Early Taxation Event.

10.6 Prohibited Acceleration/Distribution Timing. This Section shall take precedence over any other provision of the Plan or this Article 10 to the contrary. No provision of this Plan shall be followed if it would result in the acceleration of the time or schedule of any payment from the Plan in a manner that would violate the requirements of Section 409A.

10.7 Distributions Causing Loss of Compensation Deduction. Notwithstanding the Participant's distribution election, the Committee may delay a distribution to the extent that it reasonably anticipates that the distribution, if made as scheduled, would cause the Participant to have compensation from the Company and its affiliated companies for any year that is nondeductible by the Company and its affiliated companies pursuant to Code Section 162(m). Any distribution not made because of this limitation shall be distributed (1) in the first subsequent year in which the deduction would not be barred by the application of Code Section 162(m) or (2) during the period beginning with the date of the Participant's Separation from Service and ending on the later of (i) the last day of the Company's taxable year in which the Participant's Separation from Service occurs or (ii) the fifteenth day of the third month following the date of the participant's Separation from Service. In case of a Specified Employee, all references in the preceding sentence to the date of the Participant's Separation from Service shall be deemed to be the date that is six (6) months after the Participant's Separation from Service.

10.8 Offset for Obligations to the Sponsor. Notwithstanding anything in the Plan to the contrary, the Plan Committee may, in its sole discretion, offset any payment or payments from a Participant's Account by any amount owed by such Participant to the Company (as defined in Section 1.34(d)); however, no such offset will apply if such offset would constitute an acceleration of the payment of benefits under the Plan, unless the following requirements are met: (i) the debt was incurred in the ordinary course of the relationship between the Participant and the Company; (ii) the entire amount of offset to which this sentence applies in a single taxable year does not exceed $5,000; and (iii) the offset occurs at the same time and in the same amount as the debt otherwise would have been due and collected from the Participant.

ARTICLE 11
Administration

11.1 Administration. Except as otherwise provided herein, the Plan shall be administered by the Plan Committee. The Plan Committee shall be the named fiduciary for purposes of the claims procedure set forth in Article 13 only and shall, except as the Plan Committee may otherwise determine, have authority to act to the full extent of its absolute discretion to:

(a) Interpret the Plan;

(b) Resolve and determine all disputes or questions arising under the Plan, including the power to determine the rights of Participants and Beneficiaries, and their respective benefits, and to remedy any ambiguities, inconsistencies or omissions in the Plan;

(c) Create and revise rules and procedures for the administration of the Plan and prescribe such forms as may be required for Participants to make elections under, and otherwise participate in, the Plan; and

(d) Take any other actions and make any other determinations as it may deem necessary and proper for the administration of the Plan.

Any expenses incurred in the administration of the Plan shall be paid by the Sponsor or the Company.

11.2 Determinations. Except as the Plan Committee may otherwise determine (and subject to the claims procedure set forth in Article 13), all decisions and determinations by the Plan Committee shall be final and binding upon all Participants and Beneficiaries.

11.3 General. No member of the Plan Committee shall participate in any matter involving any questions relating solely to his own participation or benefits under this Plan. The Plan Committee shall be entitled to rely conclusively upon, and shall be fully protected in any action or omission taken by it in good faith reliance upon, the advice or opinion of any persons, firms or agents retained by it, including but not limited to accountants, actuaries, counsel and other specialists. Nothing in this Plan shall preclude the Sponsor or any Company from indemnifying the members of the Plan Committee for all actions under this Plan, or from purchasing liability insurance to protect such persons with respect to the Plan.

ARTICLE 12
Other Benefits and Agreements

12.1 Coordination with Other Benefits. The benefits provided for a Participant or a Participant's Beneficiary under the Plan are in addition to any other benefits available to such Participant under any other plan or program for Employees of the Company. The Plan shall supplement and shall not supersede, modify or amend any other such plan or program except as may otherwise be expressly provided.

ARTICLE 13
Claims Procedures

13.1 Scope of Claims Procedures. This Article is based on final regulations issued by the Department of Labor and published in the Federal Register on November 21, 2000 and codified at 29 C.F.R. Section 2560.503-1. If any provision of this Article conflicts with the requirements of those regulations, the requirements of those regulations will prevail.

13.2 Initial Claim. Any claim arising out of or relating to the Plan shall be filed with the Plan Committee. The Plan Committee shall review the claim itself or appoint an individual or an entity to review the claim.

(a) Initial Decision. The person making the claim (a "Claimant") shall be notified within ninety (90) days after the claim is filed whether the claim is allowed or denied, unless the Claimant receives written notice from the Plan Committee or appointee of the Plan Committee prior to the end of the ninety (90) day period stating that special circumstances require an extension of the time for decision, such extension not to extend beyond the day which is one hundred eighty (180) days after the day the claim is filed.

(b) Manner and Content of Denial of Initial Claims. If the Plan Committee denies a claim, it must provide to the Claimant, in writing or by electronic communication:

(i) The specific reasons for the denial;

(ii) A reference to the Plan provision upon which the denial is based;

(iii) A description of any additional information or material that the Claimant must provide in order to perfect the claim;

(iv) An explanation of why such additional material or information is necessary;

(v) Notice that the Claimant has a right to request a review of the claim denial and information on the steps to be taken if the Claimant wishes to request a review of the claim denial; and

(vi) A statement of the Participant's right to bring a civil action under ERISA Section 502(a) following a denial on review of the initial denial.

13.3 Review Procedures.

(a) Request for Review. A request for review of a denied claim must be made in writing to the Plan Committee within sixty (60) days after receiving notice of denial. The decision upon review will be made within sixty (60) days after the Plan Committee's receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision will be rendered not later than one hundred twenty (120) days after receipt of a request for review. A notice of such an extension must be provided to the Claimant within the initial sixty (60) day period and must explain the special circumstances and provide an expected date of decision.

The reviewer shall afford the Claimant an opportunity to review and receive, without charge, all relevant documents, information and records and to submit issues and comments in writing to the Plan Committee. The reviewer shall take into account all comments, documents, records and other information submitted

into account all comments, documents, records and other information submitted

by the Claimant relating to the claim regardless of whether the information was submitted or considered in the initial benefit determination.

(b) Manner and Content of Notice of Decision on Review. Upon completion of its review of an adverse initial claim determination, the Plan Committee will give the Claimant, in writing or by electronic notification, a notice containing:

(i) its decision;

(ii) the specific reasons for the decision;

(iii) the relevant Plan provisions on which its decision is based;

(iv) a statement that the Claimant is entitled to receive, upon request and without charge, reasonable access to, and copies of, all documents, records and other information in the Plan's files which is relevant to the Claimant's claim for benefits;

(v) a statement describing the Claimant's right to bring an action for judicial review under ERISA Section 502(a); and

(vi) if an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination on review, a statement that a copy of the rule, guideline, protocol or other similar criterion will be provided without charge to the Claimant upon request.

13.4 Calculation of Time Periods. For purposes of the time periods specified in this Article, the period of time during which a benefit determination is required to be made begins at the time a claim is filed in accordance with the Plan procedures without regard to whether all the information necessary to make a decision accompanies the claim. If a period of time is extended due to a Claimant's failure to submit all information necessary, the period for making the determination shall be tolled from the date the notification is sent to the Claimant until the date the Claimant responds.

13.5 Legal Action. A Claimant's compliance with the foregoing provisions of this Article is a mandatory prerequisite to a Claimant's right to commence any legal action with respect to any claims for benefits under the Plan. A Claimant must bring legal action within two (2) years of when the claim first arose, otherwise such Claimant shall be barred from bringing legal action.

ARTICLE 14
Trust

14.1 Establishment of the Trust. The Company may, in its sole discretion, establish the Trust, in which event the Company intends, but is not required, to contribute to the Trust at such times and in such amounts as the Company shall determine appropriate, assets to provide for its future liabilities created with respect to the Annual Deferral Amounts, Annual

Company Discretionary Amounts, Annual Company Discretionary Benefit Restoration Amounts and, if applicable, Former Western Plan Account amounts for the Participants.

14.2 Interrelationship of the Plan and the Trust. The provisions of the Plan and the Plan Agreement shall govern the rights of a Participant with respect to amounts deferred under the Plan. The provisions of the Trust shall govern the rights of the Company, Participants and the creditors of the Company to the assets held by the Trust. The Company shall at all times remain liable to carry out its obligations under the Plan.

14.3 Investment of Trust Assets. The trustee of the Trust shall be authorized, upon written instructions received from the Plan Committee or investment manager appointed by the Plan Committee, to invest and reinvest the assets of the Trust in accordance with the applicable Trust agreement, including the reinvestment of the proceeds in one or more investment vehicles designated by the Plan Committee.

14.4 Distributions from the Trust. The Company's obligations under the Plan may be satisfied with Trust assets distributed pursuant to the terms of the Trust, and any such distribution shall reduce the Company's obligations under this Plan.

14.5 Funding Prohibition under Certain Circumstances. Notwithstanding anything in this Article 14 to the contrary, no contributions will be made to the Trust and no assets will be set aside to fund benefits under the Plan if such contribution or setting aside would be treated as a transfer of property under Code Section 83 pursuant to Code Section 409A(b).

ARTICLE 15
Miscellaneous

15.1 Status of Plan. The Plan is intended to be a plan that is not qualified within the meaning of Code Section 401(a) and that "is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA. The Plan shall be administered and interpreted to the extent possible in a manner consistent with that intent. Further, the Plan is intended to comply with the requirements of Section 409A and shall be administered and interpreted in a manner consistent with that intent. Notwithstanding the foregoing or any provision of the Plan to the contrary, the Company does not guarantee the tax consequences of the Plan and shall not be obligated to indemnify or hold harmless any Participant with respect to any tax consequences that arise in connection with a Participant's participation in the Plan, including but not limited to any taxes imposed under Section 409A.

15.2 Unsecured General Creditor. Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of the Company. For purposes of the payment of benefits under this Plan, any and all of the Company's assets shall be, and remain, the general, unpledged unrestricted assets of the Company. The Company's obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.

15.3 Company's Liability. The Company's liability for the payment of benefits shall be defined only by the Plan and the Plan Agreement. The Company shall have no obligation to a Participant under the Plan except as expressly provided in the Plan and his or her Plan Agreement.

15.4 Nonassignability. Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate, alienate or convey in advance of actual receipt, the amounts deferred hereunder, or any part thereof, which are, and all rights to which are expressly declared to be, unassignable and non-transferable. Except as set forth in Section 15.15, no part of the amounts deferred hereunder shall, prior to actual payment, be subject to seizure, attachment, garnishment or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by a Participant or any other person, be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency or be transferable to a spouse as a result of a property settlement or otherwise.

15.5 Not a Contract of Employment. The terms and conditions of this Plan shall not be deemed to constitute a contract of employment between the Company and the Participant. Subject to any employment agreement to which the Company and the Participant may be parties, such employment is hereby acknowledged to be an "at will" employment relationship that can be terminated at any time for any reason, or no reason, with or without cause, and with or without notice, unless expressly provided in a written employment agreement. Nothing in this Plan shall be deemed to give a Participant the right to be retained in the service of the Company or to interfere with the right of the Company to discipline or discharge the Participant at any time.

15.6 Furnishing Information. A Participant or his or her Beneficiary will cooperate with the Plan Committee by furnishing any and all information requested by the Plan Committee and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Plan Committee may deem necessary.

15.7 Terms. Whenever any words are used herein in the masculine, they shall be construed as though they were in the feminine in all cases where they would so apply; and whenever any words are used herein in the singular or in the plural, they shall be construed as though they were used in the plural or the singular, as the case may be, in all cases where they would so apply.

15.8 Captions. The captions of the articles, sections and paragraphs of this Plan are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

15.9 Governing Law. Subject to ERISA, the provisions of this Plan shall be construed and interpreted according to the internal laws of the State of Georgia without regard to its conflicts of laws principles.

15.10 Notice. Any notice or filing required or permitted to be given to the Plan Committee under this Plan shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, to the address below:

Vice President Human Resources
Rollins, Inc. Deferred Compensation Plan
Rollins, Inc.
2170 Piedmont Road NE
Atlanta, Georgia 30324

Any notice or filing required or permitted to be given to a Participant under this Plan shall be sufficient if in writing and hand-delivered, or sent by mail, to the last known address of the Participant.

Such notices or filings shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification.

15.11 Successors. The provisions of this Plan shall bind and inure to the benefit of the Company and its successors and assigns and the Participant and the Participant's designated Beneficiaries.

15.12 Spouse's Interest. The interest in the benefits hereunder of a spouse of a Participant who has predeceased the Participant shall automatically pass to the Participant and shall not be transferable by such spouse in any manner, including but not limited to such spouse's will, nor shall such interest pass under the laws of intestate succession.

15.13 Validity. In case any provision of this Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but this Plan shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

15.14 Incompetent. If the Plan Committee determines in its discretion that a benefit under this Plan is to be paid to a minor, a person declared incompetent or to a person incapable of handling the disposition of that person's property, the Plan Committee may direct payment of such benefit to the guardian, legal representative or person having the care and custody of such minor, incompetent or incapable person. The Plan Committee may require proof of minority, incompetence, incapacity or guardianship, as it may deem appropriate prior to distribution of the benefit. Any payment of a benefit shall be a payment for the account of the Participant and the Participant's Beneficiary, as the case may be, and shall be a complete discharge of any liability under the Plan for such payment amount.

15.15 Court Order. The Plan Committee is authorized to make any payments directed by court order in any action in which the Plan or the Plan Committee has been named as a party, subject to the limitations of Section 409A. In addition, if a court determines that a spouse or former spouse of a Participant has an interest in the Participant's benefits under the Plan under applicable community property or similar laws, the Plan Committee, in its

Plan under applicable community property or similar laws, the Plan Committee, in its

sole discretion, shall have the right, notwithstanding any election made by a Participant, to immediately distribute the spouse's or former spouse's interest in the Participant's benefits under the Plan to that spouse or former spouse in accordance with Section 409A.

15.16 Insurance. The Company, on its own behalf or on behalf of the trustee of the Trust, and, in its sole discretion, may apply for and procure insurance on the life of a Participant, in such amounts and in such forms as the Company may choose. The Company or the trustee of the Trust, as the case may be, shall be the sole owner and beneficiary of any such insurance. The Participant shall have no interest whatsoever in any such policy or policies, and at the request of the Company shall submit to medical examinations and supply such information and execute such documents as may be required by the insurance company or companies to whom the Company has applied for insurance.

IN WITNESS WHEREOF, the Sponsor has signed this Plan document as of November 18, 2024.

/s/ Thomas D. Tesh

ROLLINS, INC.

TIME-LAPSE RESTRICTED STOCK AGREEMENT
(For Section 16 Reporting Persons)

TIME-LAPSE RESTRICTED STOCK AGREEMENT made on [[GRANTDATE]], between Rollins, Inc., a Delaware corporation (hereinafter called the "Company"), and [[FIRSTNAME]] [[LASTNAME]], an employee of the Company or one or more of its subsidiaries (hereinafter called the "Employee").

WHEREAS, the Company desires to grant to the Employee, as an incentive for Employee to promote the interests of the Company and its subsidiaries, [[SHARESGRANTED]] shares of its Common Stock, par value $1.00 per share (hereinafter called the "Common Stock"), subject to certain continued employment and vesting criteria, pursuant to the terms and provisions of the Company's 2018 Stock Incentive Plan (hereinafter called the "Plan"), as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and Employee's employment by the Company, the parties hereto agree as follows:

1. THE PLAN. This Agreement is made pursuant to and in accordance with the terms and provisions of the Plan. Anything in this Agreement to the contrary notwithstanding, the terms and provisions of the Plan, all of which are hereby incorporated herein by reference, shall be controlling in the event of any inconsistency herewith.

2. ADMINISTRATION. The Plan shall be administered by a committee of the Board of Directors of the Company, hereinafter referred to as the "Compensation Committee," unless administration of the Plan is assumed by the Board of Directors of the Company. The Compensation Committee is authorized and empowered to administer and interpret the Plan and this Agreement. Any interpretations of this Agreement or of the Plan made by the Compensation Committee shall be final and binding upon the parties hereto.

3. GRANT OF TIME-LAPSE RESTRICTED STOCK. Effective as of on [[GRANTDATE]] (the "Grant Date"), the Company hereby irrevocably grants to the Employee [[SHARESGRANTED]] shares of Common Stock, which shares are subject to satisfaction of the vesting requirements and the terms and conditions hereinafter set forth (such shares of Common Stock being hereinafter referred to in the aggregate as the "Time-Lapse Restricted Stock").

4. SERVICE/EMPLOYMENT; VESTING.

   (a) All Time-Lapse Restricted Stock shall vest as follows: 33.3 percent effective on the first anniversary of the Grant Date, then 33.3 percent on the second anniversary and will be fully vested by the third anniversary of the Grant Date, but only if, through each such date, Employee shall have been in the continuous employ of the Company or a subsidiary thereof, in a position of equivalent or greater responsibility as on the Grant Date; provided, however, that the Committee or its permitted designee may waive, at

any time on or after the Grant Date, the requirement that Employee's employment position be one of equivalent or greater responsibility as on the Grant Date, with respect to all or a portion of the Time-Lapse Restricted Stock.

Vesting Schedule:

[[ALLVESTSEGS]]
Total: [[SHARESGRANTED]]

If Employee's employment with the Company terminates at any time prior to the vesting pursuant to this Section 3 of the Time-Lapse Restricted Stock issued hereunder, he or she shall forfeit all unvested Time-Lapse Restricted Stock, unless the Employee's employment terminates due to his or her (i) permanent Disability (as defined in the Plan), in which case a portion of such unvested Time-Lapse Restricted Stock pursuant to this Agreement shall vest. In the case of permanent Disability, the number of shares to vest immediately will be determined by prorating the Time-Lapse Restricted Stock by dividing the total number of months elapsed from the Grant Date to the date of permanent Disability by 36, multiplying the result by the aggregate amount of Time-Lapse Restricted Stock pursuant to this Agreement, and reducing the result by any previously vested shares pursuant to this Agreement, if any [Example: Employee becomes permanently disabled 21 months after receiving a grant of 6,000 shares of Time-Lapse Restricted Stock; 2,000 shares vested on the first anniversary of the Grant Date; and an additional 1,500 shares shall vest upon permanent Disability calculated as follows – 21/36 = 58.3% X 6,000 = 3,500 less 2,000 shares], or (ii) death, in which case all unvested Time-Lapse Restricted Stock shall vest immediately. The transfer of employment by Employee between the Company and a subsidiary thereof shall not be deemed a termination of employment under the Plan or this Agreement.

(b) Upon the occurrence of a Change in Control, as defined in the Change-in-Control Severance and Restrictive Covenant Agreement between the Company or an affiliate thereof and Employee ("CIC Agreement"), if applicable, or as determined by the Board of Directors, if there is no such CIC Agreement, all unvested Time-Lapse Restricted Stock shall vest immediately.

5. ESCROW; DIVIDENDS AND VOTING RIGHTS. Prior to the completion of the vesting periods referenced in Section 4 above, all shares of Time-Lapse Restricted Stock shall be held in escrow by the Company for the benefit of Employee. During such period, prior to any forfeiture of the shares, Employee shall receive all cash dividends declared with respect to the shares held as of the record date and shall have the right to exercise all voting rights with respect to the shares. At the discretion of the Company, any share certificates so held in escrow shall be inscribed with a legend referencing the transfer restrictions contained in this Agreement and any other applicable transfer restrictions. Any share certificates issued pursuant to a stock split or as dividends with respect to the Time-Lapse Restricted Stock held in escrow shall also be held in escrow on the same terms as the Time-Lapse Restricted Stock and shall be released at the same time as, and subject to the same risk of forfeiture as, the shares with respect to which they were issued. Any issued Time-Lapse Restricted

Stock which the Employee does not forfeit pursuant to Section 4 above shall be transferred to the Employee free of any forfeiture conditions under the Plan or this Agreement as soon as reasonably practicable after the service vesting condition under Section 4 above has been satisfied or no longer applies; provided, however, that if the Compensation Committee at any time before such transfer reasonably determines that the Employee is likely to have violated any applicable criminal law, the Compensation Committee shall have the right to cause all of Employee's Time-Lapse Restricted Stock then held in escrow to be forfeited, without regard to whether (i) Employee has satisfied the service vesting condition set forth in Section 4 before the date the Compensation Committee makes such determination, or (ii) Employee's employment is (or might have been) terminated as a result of such conduct.

6. NON-TRANSFERABILITY. No Time-Lapse Restricted Stock granted pursuant to this Agreement shall be assignable or transferable, and such Time-Lapse Restricted Stock shall not be subject to execution, attachment or other process, until that date on which the Time-Lapse Restricted Stock vests pursuant to Section 4 above and has been transferred to Employee. Any attempt by the Employee to alienate, assign, pledge, hypothecate or otherwise dispose of the Employee's interest in this Agreement or any Time-Lapse Restricted Stock prior to its becoming fully vested and transferred to Employee shall be ineffective and shall permit the Company to terminate this Agreement and cause the forfeiture of any unvested shares. The Company may, at its discretion, place a legend to such effect on the certificates representing the shares of Time-Lapse Restricted Stock and issue appropriate stop transfer instructions to the Company's transfer agent.

7. CHANGE IN CAPITALIZATION. If there are any changes in the capitalization of the Company affecting in any manner the number or kind of outstanding shares of Common Stock of the Company, whether such changes occur by declaration of a stock dividend or stock split or in the event of any merger, reorganization, consolidation, or similar event, such substitute or adjustment shall be made in the shares subject to this Time-Lapse Restricted Stock award as may be determined to be appropriate by the Compensation Committee, in its sole discretion, provided that the number of shares subject to any Award shall always be a whole number. The Compensation Committee need not treat other holders of Time-Lapse Restricted Stock in the same manner as Employee is treated.

8. REQUIREMENTS OF LAW. If any law, regulation of the Securities and Exchange Commission, or any regulation of any other commission or agency having jurisdiction shall require the Company or the Employee to take any action prior to the issuance or release from escrow of any shares of Time-Lapse Restricted Stock, then the date upon which the Company shall deliver or cause to be issued or released from escrow the certificate or certificates for such shares of Time-Lapse Restricted Stock shall be postponed until full compliance has been made with all such requirements or law or regulations. Further, at or before the time of issuance of any shares of Time-Lapse Restricted Stock, the Employee shall, if requested by the Company, deliver to the Company his/her written statement that he/she intends to hold such shares for investment and not with a view to resale or other distribution thereof to the public. Further, in the event the Company shall determine that, in compliance with the Securities Act of 1933, as amended, or other applicable statute or regulation, it is necessary to register any of the shares of Time-Lapse Restricted Stock, or

to qualify any such shares for exemption from any of the requirements of the Securities Act of 1933, as amended, or other applicable statute or regulations, then the Company shall take such action at its own expense, but not until such action has been completed shall the shares be issued in the name of the Employee.

9. WITHHOLDING. The Company shall have the power and the right to deduct or withhold or require an Employee to remit to the Company, an amount (including any shares of Common Stock withheld as provided herein) sufficient to satisfy Federal, state and local taxes (including the Employee's FICA obligation) required by law to be withheld with respect to vesting of Time-Lapse Restricted Stock pursuant to this agreement. With the Company's consent, the Employee may elect that such tax-withholding requirements be satisfied, in whole or in part, (1) by providing a personal check payable to Rollins, Inc. for the full amount sufficient to satisfy Federal, state and local taxes or (2) through a reduction in the number of shares of Time-Lapse Restricted Stock issued or transferred to the Employee. Any such election shall be irrevocable, made in writing and acknowledged by the Employee. The Company reserves the right to reduce the number of shares of Time-Lapse Restricted Stock issued or transferred to the Employee in order to satisfy such minimum applicable tax withholding requirements.

10. NO EFFECT ON EMPLOYMENT. Nothing herein shall be construed to grant Employee the right to continued employment with the Company or to limit or restrict the right of the Company or any of its subsidiaries to terminate an Employee's employment at any time, with or without cause, or to increase or decrease the compensation of the Employee from the rate in existence at the date hereof.

11. GOVERNING LAW. This Agreement and all awards made and actions taken hereunder shall be governed by and construed in accordance with the Delaware General Corporation Law, to the extent applicable, and in accordance with the laws of the State of Georgia in all other respects.

IN WITNESS WHEREOF, the Company has caused this Time-Lapse Restricted Stock Agreement to be duly executed by an authorized officer, and the Employee has hereunto set his/her hand, via electronic acceptance, all as of the day and year first above written.

ROLLINS, INC.

By: [[SIGNATURE]]
Its: Jerry Gahlhoff
Chief Executive Officer

Electronic Acceptance: [[SIGNATURE]]

Date: [[SIGNATURE_DATE]]

ROLLINS, INC.

PERFORMANCE SHARE UNIT AWARD AGREEMENT

GRANT

This Performance Share Unit Award Agreement (this "Agreement") evidences the grant by Rollins, Inc., a Delaware corporation (the "Company"), pursuant to the Rollins, Inc. 2018 Stock Incentive Plan (the "Plan"), to [[FIRSTNAME]] [[LASTNAME]], ("Participant"), an employee of the Company, of a combined standard "target" amount of [[SHARESGRANTED]] Performance Share Units,* with each such Performance Share Unit representing the right to receive, to the extent then vested, an amount payable in Stock, with such amount determined as provided in Section 3 below, subject to the terms and conditions of this Agreement. This award (this "Award") of Performance Share Units is granted effective as of February 20, 2025 (the "Grant Date").

ROLLINS, INC.

By: _____
Title: _____

By accepting this Award by signing below, Participant accepts and agrees to be bound by all of the terms and conditions of this Award, including the Terms and Conditions set forth below and the terms and conditions of the Plan. (Participant's failure to sign below will indicate Participant's decision not to accept this Award, in which case the granting of this Award will be null and void.)

Electronic Acceptance: [[SIGNATURE]]

Date: [[SIGNATURE_DATE]]

* As further described in the Terms and Conditions below, these Performance Share Units may vest and be payable at 100% upon achievement of applicable target performance ranges based on Revenue CAGR and Adjusted EBITDA Margin (and subject to continued employment). Each of the Revenue CAGR and Adjusted EBITDA Margin performance measures, respectively, may vest and be payable at 50% of Performance Share Units upon achievement of the applicable target performance ranges (and subject to continued employment), or may vest and be payable at up to 100%, or less than 50% (or not at all), depending on the applicable performance ranges achieved. Furthermore, as described in the Terms and Conditions below, this Agreement also provides for a potential additional bonus "kicker" amount that may vest and be payable at 50% of Performance Share Units upon achievement of the applicable TSR target performance range (and subject to continued employment), or may vest and be payable at up to 100%, or less than 50% (or not at all), depending on the applicable performance range achieved.

TERMS AND CONDITIONS

1. Award of Performance Share Units. This Agreement evidences the award by the Company to Participant of a combined standard "target" amount of _____ Performance Share Units, subject to the terms and conditions herein, as well as all applicable terms and conditions contained in the Plan, which are hereby incorporated by reference. Each such Performance Share Unit represents the right to receive, upon the vesting (as described herein) of the Performance Share Unit, one share of Stock.

As described in Sections 2(a) and (b) below, the standard _____ Performance Share Units subject to this Agreement may vest and be payable at 50% upon achievement of each of the respective target performance ranges or may vest and be payable at up to 100%, or less than 50% (or not at all), depending on the applicable performance ranges achieved. Furthermore, as described in Section 3(c) below, this Agreement provides for an potential additional bonus "kicker" amount of Performance Share Units, equal to 50% of the standard Performance Share Unit Award, that may vest and be payable at 50% of the standard Performance Share Unit Award upon achievement of the applicable target performance range, or may vest and be payable at up to 100%, or less than 50% (or not at all), depending on the applicable performance range achieved.

The Performance Share Units hereunder will receive Dividend Equivalents with respect to the number of shares of Stock covered thereby, which will be accrued in cash at target levels (and trued up as appropriate, as determined by the Committee, generally following the 3 fiscal year vesting cycle described in Section 3 below). Dividend Equivalents accrued with respect to Performance Share Units earned shall be paid out at the same time that the Performance Share Units to which they relate vest and are paid out pursuant to the terms of Sections 3 and 4 below. (To the extent that Performance Share Units are not earned, not vested, or forfeited, no Dividend Equivalents will be payable with respect to such Performance Share Units.)

Prior to the actual payment with respect to any Performance Share Unit (and applicable Dividend Equivalents), such Performance Share Unit (and applicable Dividend Equivalents) will represent an unfunded, unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Participant shall have no voting rights in the Company by virtue of holding the Performance Share Units awarded. If any term or condition set forth in this Agreement is inconsistent with the Plan, the Plan shall control. A copy of the Plan will be made available to Participant upon written request to the Secretary of the Company.

2. Definitions. In addition to the other definitions contained herein or in the Plan, the following capitalized terms shall have the following meanings for purposes of this Agreement:

(a) "Adjusted EBITDA Margin" means adjusted EBITDA margin as disclosed in the Company's SEC filings.

(b) "Revenue CAGR" means compound annual growth rate calculated as net revenue for fiscal year 2027 divided by net revenue for fiscal year 2024, both raised to the power 1 divided by three (the ***t*** time in years) minus 1.

$$\text{CAGR} = \left(\frac{V_{\text{final}}}{V_{\text{begin}}}\right)^{1/t} - 1$$

CAGR = compound annual growth rate
V_{begin} = beginning value
V_{final} = final value
t = time in years

(c) "Dividend Equivalent" means an amount payable (if any) in cash or Stock (as determined by the Committee), as described herein, equal to the dividend that would have been paid to Participant if the share of Stock with respect to which a Performance Share Unit relates had been owned by Participant at the time of the dividend.

(d) "TSR" means total shareholder return calculated as the profit or loss from net share price change, over a given period, including reinvestment of dividends.

All capitalized terms not otherwise defined in this Agreement shall have the respective meanings of such terms as defined in the Plan.

3. Vesting and Forfeiture.

(a) Vesting of Performance Share Units. Subject to the requirement that Participant remains in the continuous employ of the Company or a Subsidiary through February 20, 2028, in a position of equivalent or greater responsibility as on the Grant Date (provided, however, that the Committee or its permitted designee may waive, at any time on or after the Grant Date, the employment requirement including but not limited to the requirement that Participant's employment position be one of equivalent or greater responsibility as on the Grant Date), and subject to Section 3(b) below, the Performance Share Units shall vest (i.e., shall no longer be subject to a "substantial risk of forfeiture" under Section 409A) as follows:

(1) The standard Performance Share Units Award shall vest on February 20, 2028, and be paid out, pursuant to Section 4 below, at 50%, if the Committee, in its discretion, determines that the Revenue CAGR for the Company's 3 fiscal years of 2025, 2026 and 2027 falls within the target performance range of 7% to 7.9%.

Furthermore, as set forth on the attached Schedule A, if the Committee, in its discretion, determines that the Revenue CAGR for the Company's 3 fiscal years of 2025, 2026 and 2027 falls above or below, as the case may be, the target performance range of 7% to 7.9%, then in accordance with such Schedule A, the Performance Share Units may be payable at up to 100%, or may be payable at less than 50% (or not at all), depending on the applicable Revenue CAGR achieved.

(2) The standard Performance Share Units Award shall vest on February 20, 2028, and be paid out, pursuant to Section 4 below, at 50%, if the Committee, in its discretion, determines that the 3-year average Adjusted EBITDA Margin

for the Company's 3 fiscal years of 2025, 2026 and 2027 falls within the target performance range of 23% to 23.9%.

Furthermore, as set forth on the attached Schedule B, if the Committee, in its discretion, determines that the 3-year average Adjusted EBITDA Margin for the Company's 3 fiscal years of 2025, 2026 and 2027 falls above or below, as the case may be, the target performance range of 23% to 23.9%, then in accordance with such Schedule B, the Performance Share Units may be payable at up to 100%, or may be payable at less than 50% (or not at all), depending on the applicable 3-year average Adjusted EBITDA Margin achieved.

(3) In addition to any of the standard _____ Performance Share Units awarded pursuant to this Agreement that vest and are payable as described in Sections 2(a)(1) and (2) above, if the Committee, in its discretion, determines that the 3-year TSR of the Company for the Company's 3 fiscal years of 2025, 2026 and 2027, benchmarked to the S&P 500, falls within a target performance range of 65% to 74.9%, then an additional bonus "kicker" amount of 50% of the standard Performance Share Units shall vest, and be payable pursuant to Section 4 below.

Furthermore, as set forth on the attached Schedule C, if the Committee, in its discretion, determines that the 3-year TSR of the Company for the Company's 3 fiscal years of 2025, 2026 and 2027, benchmarked to the S&P 500, falls above or below, as the case may be, the target performance range of 65% to 74.9%, then in accordance with such Schedule C, such additional potential bonus "kicker" amount of the Performance Share Units may be payable at 100% of the standard Performance Share Units, or may be payable at 50% (or not at all), depending on the applicable 3-year TSR of the Company achieved.

(b) Effect of Termination of Employment. Except as otherwise provided below, as determined by the Committee or its permitted designee, or as otherwise provided in a change-in-control severance or similar agreement with the Company, if Participant's employment with the Company or a Subsidiary terminates for any reason prior to February 20, 2028, then all Performance Share Units awarded hereunder shall be cancelled and forfeited for no consideration effective immediately as of the date of such termination of employment (with any such cancellation and forfeiture to be automatic and not require notice or other action by the Company), and Participant shall have no further rights with respect to such Performance Share Units. Notwithstanding the foregoing, if Participant's termination of employment is due to death or Disability, then the standard _____ Performance Share Units awarded pursuant to this Agreement (but no portion of the additional bonus "kicker" amount of Performance Share Units described in Section 3(a)(3) above) shall vest at 50% (as if the target performance ranges described in Sections 3(a)(1) and (2) above had been met) and, subject to the provisions of Section 4 below (including the applicable March 15th deadline for payment), such standard Performance Share Units shall be paid out to the estate of the Participant or the Participant, as applicable, within 90 days following the date of the Participant's death or Disability, as applicable.

A transfer between the Company and a Subsidiary, or between Subsidiaries, shall not be treated as a termination of employment with the Company or a Subsidiary under this Agreement.

4. Settlement of Award. The Performance Share Units awarded hereunder (and applicable Dividend Equivalents) shall become payable upon vesting (as described in Section 3 above) and be paid out in Stock (rounded down to the nearest share), subject to the terms and conditions of this Agreement, no later than March 15 of the vest year (i.e., March 15 of the calendar year in which the Performance Share Units no longer are subject to a substantial risk of forfeiture under Section 409A).

5. Miscellaneous.

(a) Entire Agreement. This Agreement, which incorporates all of the terms and conditions of the Plan, constitutes the entire agreement of the parties hereto with respect to this Award and the Performance Share Units awarded hereunder and supersedes any and all prior agreements between the parties, whether written or oral, with respect thereto. Participant acknowledges that Participant has had the opportunity to engage legal counsel, as chosen by Participant, and that Participant has been afforded an opportunity to review this Agreement with such legal counsel. No representation, inducement, promise, or agreement or other similar understanding between the parties not embodied herein or in the Plan shall be of any force or effect, and no party will be liable or bound in any manner for any warranty, representation, or covenant except as specifically set forth herein or in the Plan.

(b) Withholding of Taxes. The Company or a Subsidiary shall have the right upon the vesting or payout, as applicable, of this Award to take such action, if any, as it deems necessary or appropriate to satisfy applicable federal, state and local tax withholding requirements arising out of the vesting or payout, as applicable, of this Award, including (but not limited to) withholding from any amounts due Participant.

(c) Modification and Amendment. No modification or amendment of this Agreement shall be valid unless it is in writing and signed by the party against which enforcement is sought, except where provided to the contrary in Section 5(e) below; *provided, however,* that the Performance Share Units awarded hereunder, and the shares of stock of the Company generally reflected thereby, may be adjusted in accordance with the terms of the Plan.

(d) Governing Law; Headings; Number. This Agreement and the Award made and actions taken hereunder shall be governed and construed in accordance with the Delaware General Corporation Law, to the extent applicable, and in accordance with the laws of the State of Georgia in all other respects. The section and subsection headings contained herein are for the purpose of convenience of reference only and are not intended to define or limit the contents of said sections and subsections. Whenever appropriate herein, words used in the singular in this Agreement may mean the plural, and the plural may mean the singular.

(e) Section 409A and Tax Consequences. This Agreement and the Performance Share Units awarded hereunder, and any payments made pursuant thereto, are intended to comply with the provisions of Section 409A of the Code, and any applicable Treasury

Regulations or other Treasury guidance issued thereunder, ("Section 409A"), to the extent applicable, or an exception thereto, and will be administered, interpreted and construed in a manner consistent with such intent (and, in this connection, it is intended that any adjustments made or actions taken pursuant to the Plan shall be made in compliance with the requirements of Section 409A). Each amount payable pursuant to this Agreement with respect to any Performance Share Units is designated as a separate identified payment for purposes of Section 409A. Should any provision of this Agreement be found not to comply with Section 409A (or to not otherwise be exempt from the provisions of Section 409A), to the extent applicable, it may be modified and given effect, in the sole discretion of the Company and without requiring Participant's consent, in such manner as the Company determines to be necessary or appropriate, if possible, to comply with (or otherwise be exempt from) Section 409A. The Company does not, however, assume any economic burdens associated with Section 409A. In addition, nothing in this Agreement shall constitute a representation by the Company to Participant regarding the tax consequences of this Award of Performance Share Units, and the Company expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company will not be liable to Participant for any tax, interest, or penalties that may arise as a result of this Award of Performance Share Units under applicable U.S. or foreign law. Participant is encouraged to consult a tax advisor regarding any tax consequences of this Award of Performance Share Units to Participant.

(f) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Facsimile and PDF copies of signed signature pages (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) shall be deemed binding originals.

[*End of document (except Schedules); remainder of page intentionally blank.*]

Executive Chairman, Rollins Inc.
Executive Incentive Compensation Plan – 2025

FOR: John Wilson

The elements of the plan are as follows:

1. EBITDA TO PLAN

The EBITDA to Plan element will be paid according to the following scale up to a maximum of **50%*** of your annual salary:

EBITDA to Plan	Annual % of Bonus Potential
Above 105.0%	125.0%
104.0% - 104.99%	120.0%
103.0% - 103.99%	115.0%
102.0% - 102.99%	110.0%
101.0% - 101.99%	105.0%
100.0% - 100.99%	100.0%
99.0% - 99.99%	95.0%
98.0% - 98.99%	90.0%
97.0% - 97.99%	85.0%
96.0% - 96.99%	80.0%
95.0% - 95.99%	75.0%
Below 95%	0.0%

2. REVENUE GROWTH TO PLAN

The Revenue Growth to Plan element will be paid according to the following scale up to a maximum of **25%** of your annual salary:

Revenue Growth to Plan	Annual % of Bonus Potential
Above 105.0%	125.0%
104.0% - 104.99%	120.0%
103.0% - 103.99%	115.0%
102.0% - 102.99%	110.0%
101.0% - 101.99%	105.0%
100.0% - 100.99%	100.0%
99.0% - 99.99%	95.0%
98.0% - 98.99%	90.0%
97.0% - 97.99%	85.0%
96.0% - 96.99%	80.0%
95.0% - 95.99%	75.0%
Below 95%	0.0%

Glossary of Terms and Conditions

Rollins, Inc. 2025 Executive Bonus Plan

I. General Plan Qualifiers and Provisions

A. The plan year for this bonus is January 1, 2025 to December 31, 2025.

B. Your bonus plan is subject to change each year.

C. Your bonus will be calculated using your actual current base salary as of December 31, 2025.

D. Your eligibility for a bonus and the amount due will be determined solely by the Compensation Committee of the Company's Board of Directors, in its discretion.

E. Bonus payments will be made in one lump sum no later than March 15, 2026, minus applicable state and federal taxes. Other deductions may apply, e.g., 401(K) deductions, etc.

F. You must be employed in the same position on December 31, 2025 to be eligible for a bonus, except as described below in (H.)

G. You will not receive a bonus if for any reason you are in a position on December 31, 2025 that is not eligible for a bonus or if you are not actively employed in a bonus-eligible position by the Company or a Company subsidiary on the date that the bonus is paid.

H. If you are promoted or transferred during the plan year from one bonus-eligible position to another bonus-eligible position, the bonus components common to both plans carry over to the new position. Plan components unique to the original bonus-eligible position will be paid based on time spent in that position, and plan components unique to the new bonus-eligible position will be paid based on time spent in that position.

I. If you are hired into a bonus-eligible position during the year, or if you are promoted during the plan year from a position that is ineligible for a bonus into a bonus-eligible position, you will be eligible for a pro-rated bonus, based on time spent in the bonus-eligible position.

J. If you are transferred during the plan year from a bonus-eligible position to a position that is not bonus-eligible, you will be eligible for a pro-rated bonus based on time spent in the bonus-eligible position.

K. Notwithstanding any other provision hereof, if the Human Capital Management and Compensation Committee determines, in its sole discretion, that you have at any time falsified Company documents or violated Company policy, or that you had knowledge of such actions by employees under your direction and did not take corrective actions, you will not be entitled to receive any bonus hereunder.

L. If any bonus amount was paid as a result of misrepresented or inaccurate performance results or metrics, the Human Capital Management and Compensation Committee expressly reserves the discretionary right to recoup those erroneous bonus overpayments immediately from any future wages and compensation, subject to all applicable local, state and federal laws pertaining thereto, or require repayment of some or all of the erroneous

and federal laws pertaining thereto, or require repayment of some or all of the erroneous bonus compensation paid.

M. Any disputes over your bonus will be resolved by the Human Capital Management and Compensation Committee, in its sole discretion.

N. The Human Capital Management and Compensation Committee reserves the right, in its sole discretion, to reward outstanding performance in unique situations by awarding an employee a bonus outside the terms of the 2025 Executive Bonus Plan.

O. The performance results for purposes of the 2025 Executive Bonus Plan from which the bonus is determined may be subject to adjustments as recommended by the Executive Chairman or President and Chief Executive Officer and approved by the Human Capital Management and Compensation Committee, in its sole discretion, for the year 2025. Final performance results and bonus calculations under the 2025 Executive Bonus Plan are subject to change based on approved adjustments to Plan, as determined by the Human Capital Management and Compensation Committee, in its sole discretion.

P. If a significant business or product line acquisition or sale is consummated by the Company, or if the Company should incur or recognize unusual or exceptional charges or revenue, during the year 2025, then the bonus calculations hereunder may be adjusted to include or exclude, as appropriate, the revenues, pre-tax profit and/or other key operating measures of such acquisition or sale, or to exclude or adjust for such unusual or exceptional items, to the extent and in such amounts as the Human Capital Management and Compensation Committee, in its sole discretion, shall determine.

II. Plan Components

A. General Provisions

The 2024 Executive Bonus Plan divides bonus opportunity into two components: revenue to plan and EBITDA to plan achievement. No bonus will be paid under any component if Rollins Inc.'s pre-tax profit does not result in a profit improvement in 2025, as compared to 2024. A pro-rata calculation will be made for actual results that are between the levels on the scales contained in your bonus plan, calculated to the tenths decimal place value.

B. Revenue to Plan Component

If Rollins Inc.'s combined revenue increase for 2025 over 2024 meets or exceeds 95% of the Company's plan for 2025, you will receive a bonus based on a scale up to the maximum allowable percentage of salary under your bonus plan for this component.

C. EBITDA to Plan Achievement Component

If Rollins EBITDA for 2025 meets or exceeds 95% of the Company's plan for 2025, you will receive a bonus based on a scale up to the maximum allowable percentage of salary under your bonus plan for this component.

ACKNOWLEDGMENT

I have received and read a copy of my Executive Incentive Compensation Plan for 2025 with accompanying Glossary of Terms and Conditions. I understand that participation in this Plan should in no way be construed as a contract or promise of employment and/or

compensation. Employment is at-will, and therefore employment and compensation can terminate, with or without cause and with or without notice, at any time at the option of the

Company or employee. I also understand that my Executive Incentive Compensation Plan will be subject to review, and is likely to change next year, and that all awards of bonuses under the 2025 Executive Compensation Plan are made in the sole discretion of the Human Capital Management and Compensation Committee.

_____ _____

Plan Participant Date

CEO, Rollins Inc.
Executive Incentive Compensation Plan – 2025

FOR: Jerry Gahlhoff

The elements of the plan are as follows:

1. EBITDA TO PLAN

The EBITDA to Plan element will be paid according to the following scale up to a maximum of **90%*** of your annual salary:

EBITDA to Plan	Annual % of Bonus Potential
Above 105.0%	125.0%
104.0% - 104.99%	120.0%
103.0% - 103.99%	115.0%
102.0% - 102.99%	110.0%
101.0% - 101.99%	105.0%
100.0% - 100.99%	100.0%
99.0% - 99.99%	95.0%
98.0% - 98.99%	90.0%
97.0% - 97.99%	85.0%
96.0% - 96.99%	80.0%
95.0% - 95.99%	75.0%
Below 95%	0.0%

2. REVENUE GROWTH TO PLAN

The Revenue Growth to Plan element will be paid according to the following scale up to a maximum of **60%** of your annual salary:

Revenue Growth to Plan	Annual % of Bonus Potential
Above 105.0%	125.0%
104.0% - 104.99%	120.0%
103.0% - 103.99%	115.0%
102.0% - 102.99%	110.0%
101.0% - 101.99%	105.0%
100.0% - 100.99%	100.0%
99.0% - 99.99%	95.0%
98.0% - 98.99%	90.0%
97.0% - 97.99%	85.0%
96.0% - 96.99%	80.0%
95.0% - 95.99%	75.0%
Below 95%	0.0%

Glossary of Terms and Conditions

Rollins, Inc. 2025 Executive Bonus Plan

I. General Plan Qualifiers and Provisions

A. The plan year for this bonus is January 1, 2025 to December 31, 2025.

B. Your bonus plan is subject to change each year.

C. Your bonus will be calculated using your actual current base salary as of December 31, 2025.

D. Your eligibility for a bonus and the amount due will be determined solely by the Compensation Committee of the Company's Board of Directors, in its discretion.

E. Bonus payments will be made in one lump sum no later than March 15, 2026, minus applicable state and federal taxes. Other deductions may apply, e.g., 401(K) deductions, etc.

F. You must be employed in the same position on December 31, 2025 to be eligible for a bonus, except as described below in (H.)

G. You will not receive a bonus if for any reason you are in a position on December 31, 2025 that is not eligible for a bonus or if you are not actively employed in a bonus-eligible position by the Company or a Company subsidiary on the date that the bonus is paid.

H. If you are promoted or transferred during the plan year from one bonus-eligible position to another bonus-eligible position, the bonus components common to both plans carry over to the new position. Plan components unique to the original bonus-eligible position will be paid based on time spent in that position, and plan components unique to the new bonus-eligible position will be paid based on time spent in that position.

I. If you are hired into a bonus-eligible position during the year, or if you are promoted during the plan year from a position that is ineligible for a bonus into a bonus-eligible position, you will be eligible for a pro-rated bonus, based on time spent in the bonus-eligible position.

J. If you are transferred during the plan year from a bonus-eligible position to a position that is not bonus-eligible, you will be eligible for a pro-rated bonus based on time spent in the bonus-eligible position.

K. Notwithstanding any other provision hereof, if the Human Capital Management and Compensation Committee determines, in its sole discretion, that you have at any time falsified Company documents or violated Company policy, or that you had knowledge of such actions by employees under your direction and did not take corrective actions, you will not be entitled to receive any bonus hereunder.

L. If any bonus amount was paid as a result of misrepresented or inaccurate performance results or metrics, the Human Capital Management and Compensation Committee expressly reserves the discretionary right to recoup those erroneous bonus overpayments immediately from any future wages and compensation, subject to all applicable local, state and federal laws pertaining thereto, or require repayment of some or all of the erroneous

and federal laws pertaining thereto, or require repayment of some or all of the erroneous bonus compensation paid.

M. Any disputes over your bonus will be resolved by the Human Capital Management and Compensation Committee, in its sole discretion.

N. The Human Capital Management and Compensation Committee reserves the right, in its sole discretion, to reward outstanding performance in unique situations by awarding an employee a bonus outside the terms of the 2025 Executive Bonus Plan.

O. The performance results for purposes of the 2025 Executive Bonus Plan from which the bonus is determined may be subject to adjustments as recommended by the Executive Chairman or President and Chief Executive Officer and approved by the Human Capital Management and Compensation Committee, in its sole discretion, for the year 2025. Final performance results and bonus calculations under the 2025 Executive Bonus Plan are subject to change based on approved adjustments to Plan, as determined by the Human Capital Management and Compensation Committee, in its sole discretion.

P. If a significant business or product line acquisition or sale is consummated by the Company, or if the Company should incur or recognize unusual or exceptional charges or revenue, during the year 2025, then the bonus calculations hereunder may be adjusted to include or exclude, as appropriate, the revenues, pre-tax profit and/or other key operating measures of such acquisition or sale, or to exclude or adjust for such unusual or exceptional items, to the extent and in such amounts as the Human Capital Management and Compensation Committee, in its sole discretion, shall determine.

II. Plan Components

A. General Provisions

The 2024 Executive Bonus Plan divides bonus opportunity into two components: revenue to plan and EBITDA to plan achievement. No bonus will be paid under any component if Rollins Inc.'s pre-tax profit does not result in a profit improvement in 2025, as compared to 2024. A pro-rata calculation will be made for actual results that are between the levels on the scales contained in your bonus plan, calculated to the tenths decimal place value.

B. Revenue to Plan Component

If Rollins Inc.'s combined revenue increase for 2025 over 2024 meets or exceeds 95% of the Company's plan for 2025, you will receive a bonus based on a scale up to the maximum allowable percentage of salary under your bonus plan for this component.

C. EBITDA to Plan Achievement Component

If Rollins EBITDA for 2025 meets or exceeds 95% of the Company's plan for 2025, you will receive a bonus based on a scale up to the maximum allowable percentage of salary under your bonus plan for this component.

ACKNOWLEDGMENT

I have received and read a copy of my Executive Incentive Compensation Plan for 2025 with accompanying Glossary of Terms and Conditions. I understand that participation in this Plan should in no way be construed as a contract or promise of employment and/or

compensation. Employment is at-will, and therefore employment and compensation can terminate, with or without cause and with or without notice, at any time at the option of the

Company or employee. I also understand that my Executive Incentive Compensation Plan will be subject to review, and is likely to change next year, and that all awards of bonuses under the 2025 Executive Compensation Plan are made in the sole discretion of the Human Capital Management and Compensation Committee.

_____ _____

Plan Participant Date

Chief Financial Officer & Treasurer

Executive Incentive Compensation Plan – 2025

FOR: Ken Krause

The elements of the plan are as follows:

1. EBITDA TO PLAN

The EBITDA to Plan element will be paid according to the following scale up to a maximum of **60%** of your annual salary:

EBITDA to Plan	Annual % of Bonus Potential
Above 105.0%	125.0%
104.0% - 104.99%	120.0%
103.0% - 103.99%	115.0%
102.0% - 102.99%	110.0%
101.0% - 101.99%	105.0%
100.0% - 100.99%	100.0%
99.0% - 99.99%	95.0%
98.0% - 98.99%	90.0%
97.0% - 97.99%	85.0%
96.0% - 96.99%	80.0%
95.0% - 95.99%	75.0%
Below 95%	0.0%

2. REVENUE GROWTH TO PLAN

The Revenue Growth to Plan element will be paid according to the following scale up to a maximum of **40%** of your annual salary:

Revenue Growth to Plan	Annual % of Bonus Potential
Above 105.0%	125.0%
104.0% - 104.99%	120.0%
103.0% - 103.99%	115.0%
102.0% - 102.99%	110.0%
101.0% - 101.99%	105.0%
100.0% - 100.99%	100.0%
99.0% - 99.99%	95.0%
98.0% - 98.99%	90.0%
97.0% - 97.99%	85.0%
96.0% - 96.99%	80.0%
95.0% - 95.99%	75.0%
Below 95%	0.0%

Glossary of Terms and Conditions

Rollins, Inc. 2025 Executive Bonus Plan

I. General Plan Qualifiers and Provisions

A. The plan year for this bonus is January 1, 2025 to December 31, 2025.

B. Your bonus plan is subject to change each year.

C. Your bonus will be calculated using your actual current base salary as of December 31, 2025.

D. Your eligibility for a bonus and the amount due will be determined solely by the Compensation Committee of the Company's Board of Directors, in its discretion.

E. Bonus payments will be made in one lump sum no later than March 15, 2026, minus applicable state and federal taxes. Other deductions may apply, e.g., 401(K) deductions, etc.

F. You must be employed in the same position on December 31, 2025 to be eligible for a bonus, except as described below in (H.)

G. You will not receive a bonus if for any reason you are in a position on December 31, 2025 that is not eligible for a bonus or if you are not actively employed in a bonus-eligible position by the Company or a Company subsidiary on the date that the bonus is paid.

H. If you are promoted or transferred during the plan year from one bonus-eligible position to another bonus-eligible position, the bonus components common to both plans carry over to the new position. Plan components unique to the original bonus-eligible position will be paid based on time spent in that position, and plan components unique to the new bonus-eligible position will be paid based on time spent in that position.

I. If you are hired into a bonus-eligible position during the year, or if you are promoted during the plan year from a position that is ineligible for a bonus into a bonus-eligible position, you will be eligible for a pro-rated bonus, based on time spent in the bonus-eligible position.

J. If you are transferred during the plan year from a bonus-eligible position to a position that is not bonus-eligible, you will be eligible for a pro-rated bonus based on time spent in the bonus-eligible position.

K. Notwithstanding any other provision hereof, if the Human Capital Management and Compensation Committee determines, in its sole discretion, that you have at any time falsified Company documents or violated Company policy, or that you had knowledge of such actions by employees under your direction and did not take corrective actions, you will not be entitled to receive any bonus hereunder.

L. If any bonus amount was paid as a result of misrepresented or inaccurate performance results or metrics, the Human Capital Management and Compensation Committee expressly reserves the discretionary right to recoup those erroneous bonus overpayments immediately from any future wages and compensation, subject to all applicable local, state and federal laws pertaining thereto, or require repayment of some or all of the erroneous

and federal laws pertaining thereto, or require repayment of some or all of the erroneous bonus compensation paid.

M. Any disputes over your bonus will be resolved by the Human Capital Management and Compensation Committee, in its sole discretion.

N. The Human Capital Management and Compensation Committee reserves the right, in its sole discretion, to reward outstanding performance in unique situations by awarding an employee a bonus outside the terms of the 2025 Executive Bonus Plan.

O. The performance results for purposes of the 2025 Executive Bonus Plan from which the bonus is determined may be subject to adjustments as recommended by the Executive Chairman or President and Chief Executive Officer and approved by the Human Capital Management and Compensation Committee, in its sole discretion, for the year 2025. Final performance results and bonus calculations under the 2025 Executive Bonus Plan are subject to change based on approved adjustments to Plan, as determined by the Human Capital Management and Compensation Committee, in its sole discretion.

P. If a significant business or product line acquisition or sale is consummated by the Company, or if the Company should incur or recognize unusual or exceptional charges or revenue, during the year 2025, then the bonus calculations hereunder may be adjusted to include or exclude, as appropriate, the revenues, pre-tax profit and/or other key operating measures of such acquisition or sale, or to exclude or adjust for such unusual or exceptional items, to the extent and in such amounts as the Human Capital Management and Compensation Committee, in its sole discretion, shall determine.

II. Plan Components

A. General Provisions

The 2024 Executive Bonus Plan divides bonus opportunity into two components: revenue to plan and EBITDA to plan achievement. No bonus will be paid under any component if Rollins Inc.'s pre-tax profit does not result in a profit improvement in 2025, as compared to 2024. A pro-rata calculation will be made for actual results that are between the levels on the scales contained in your bonus plan, calculated to the tenths decimal place value.

B. Revenue to Plan Component

If Rollins Inc.'s combined revenue increase for 2025 over 2024 meets or exceeds 95% of the Company's plan for 2025, you will receive a bonus based on a scale up to the maximum allowable percentage of salary under your bonus plan for this component.

C. EBITDA to Plan Achievement Component

If Rollins EBITDA for 2025 meets or exceeds 95% of the Company's plan for 2025, you will receive a bonus based on a scale up to the maximum allowable percentage of salary under your bonus plan for this component.

ACKNOWLEDGMENT

I have received and read a copy of my Executive Incentive Compensation Plan for 2025 with accompanying Glossary of Terms and Conditions. I understand that participation in this Plan should in no way be construed as a contract or promise of employment and/or

compensation. Employment is at-will, and therefore employment and compensation can terminate, with or without cause and with or without notice, at any time at the option of the

Company or employee. I also understand that my Executive Incentive Compensation Plan will be subject to review, and is likely to change next year, and that all awards of bonuses under the 2025 Executive Compensation Plan are made in the sole discretion of the Human Capital Management and Compensation Committee.

_____ _____

Plan Participant Date

General Counsel and Corporate Secretary

Executive Incentive Compensation Plan – 2025

FOR: Elizabeth Chandler

The elements of the plan are as follows:

1. EBITDA TO PLAN

The EBITDA to Plan element will be paid according to the following scale up to a maximum of **45%** of your annual salary:

EBITDA to Plan	Annual % of Bonus Potential
Above 105.0%	125.0%
104.0% - 104.99%	120.0%
103.0% - 103.99%	115.0%
102.0% - 102.99%	110.0%
101.0% - 101.99%	105.0%
100.0% - 100.99%	100.0%
99.0% - 99.99%	95.0%
98.0% - 98.99%	90.0%
97.0% - 97.99%	85.0%
96.0% - 96.99%	80.0%
95.0% - 95.99%	75.0%
Below 95%	0.0%

2. REVENUE GROWTH TO PLAN

The Revenue Growth to Plan element will be paid according to the following scale up to a maximum of 30**%** of your annual salary:

Revenue Growth to Plan	Annual % of Bonus Potential
Above 105.0%	125.0%
104.0% - 104.99%	120.0%
103.0% - 103.99%	115.0%
102.0% - 102.99%	110.0%
101.0% - 101.99%	105.0%
100.0% - 100.99%	100.0%
99.0% - 99.99%	95.0%
98.0% - 98.99%	90.0%
97.0% - 97.99%	85.0%
96.0% - 96.99%	80.0%
95.0% - 95.99%	75.0%
Below 95%	0.0%

Glossary of Terms and Conditions

Rollins, Inc. 2025 Executive Bonus Plan

I. General Plan Qualifiers and Provisions

A. The plan year for this bonus is January 1, 2025 to December 31, 2025.

B. Your bonus plan is subject to change each year.

C. Your bonus will be calculated using your actual current base salary as of December 31, 2025.

D. Your eligibility for a bonus and the amount due will be determined solely by the Compensation Committee of the Company's Board of Directors, in its discretion.

E. Bonus payments will be made in one lump sum no later than March 15, 2026, minus applicable state and federal taxes. Other deductions may apply, e.g., 401(K) deductions, etc.

F. You must be employed in the same position on December 31, 2025 to be eligible for a bonus, except as described below in (H.)

G. You will not receive a bonus if for any reason you are in a position on December 31, 2025 that is not eligible for a bonus or if you are not actively employed in a bonus-eligible position by the Company or a Company subsidiary on the date that the bonus is paid.

H. If you are promoted or transferred during the plan year from one bonus-eligible position to another bonus-eligible position, the bonus components common to both plans carry over to the new position. Plan components unique to the original bonus-eligible position will be paid based on time spent in that position, and plan components unique to the new bonus-eligible position will be paid based on time spent in that position.

I. If you are hired into a bonus-eligible position during the year, or if you are promoted during the plan year from a position that is ineligible for a bonus into a bonus-eligible position, you will be eligible for a pro-rated bonus, based on time spent in the bonus-eligible position.

J. If you are transferred during the plan year from a bonus-eligible position to a position that is not bonus-eligible, you will be eligible for a pro-rated bonus based on time spent in the bonus-eligible position.

K. Notwithstanding any other provision hereof, if the Human Capital Management and Compensation Committee determines, in its sole discretion, that you have at any time falsified Company documents or violated Company policy, or that you had knowledge of such actions by employees under your direction and did not take corrective actions, you will not be entitled to receive any bonus hereunder.

L. If any bonus amount was paid as a result of misrepresented or inaccurate performance results or metrics, the Human Capital Management and Compensation Committee expressly reserves the discretionary right to recoup those erroneous bonus overpayments immediately from any future wages and compensation, subject to all applicable local, state and federal laws pertaining thereto, or require repayment of some or all of the erroneous

and federal laws pertaining thereto, or require repayment of some or all of the erroneous bonus compensation paid.

M. Any disputes over your bonus will be resolved by the Human Capital Management and Compensation Committee, in its sole discretion.

N. The Human Capital Management and Compensation Committee reserves the right, in its sole discretion, to reward outstanding performance in unique situations by awarding an employee a bonus outside the terms of the 2025 Executive Bonus Plan.

O. The performance results for purposes of the 2025 Executive Bonus Plan from which the bonus is determined may be subject to adjustments as recommended by the Executive Chairman or President and Chief Executive Officer and approved by the Human Capital Management and Compensation Committee, in its sole discretion, for the year 2025. Final performance results and bonus calculations under the 2025 Executive Bonus Plan are subject to change based on approved adjustments to Plan, as determined by the Human Capital Management and Compensation Committee, in its sole discretion.

P. If a significant business or product line acquisition or sale is consummated by the Company, or if the Company should incur or recognize unusual or exceptional charges or revenue, during the year 2025, then the bonus calculations hereunder may be adjusted to include or exclude, as appropriate, the revenues, pre-tax profit and/or other key operating measures of such acquisition or sale, or to exclude or adjust for such unusual or exceptional items, to the extent and in such amounts as the Human Capital Management and Compensation Committee, in its sole discretion, shall determine.

II. Plan Components

A. General Provisions

The 2024 Executive Bonus Plan divides bonus opportunity into two components: revenue to plan and EBITDA to plan achievement. No bonus will be paid under any component if Rollins Inc.'s pre-tax profit does not result in a profit improvement in 2025, as compared to 2024. A pro-rata calculation will be made for actual results that are between the levels on the scales contained in your bonus plan, calculated to the tenths decimal place value.

B. Revenue to Plan Component

If Rollins Inc.'s combined revenue increase for 2025 over 2024 meets or exceeds 95% of the Company's plan for 2025, you will receive a bonus based on a scale up to the maximum allowable percentage of salary under your bonus plan for this component.

C. EBITDA to Plan Achievement Component

If Rollins EBITDA for 2025 meets or exceeds 95% of the Company's plan for 2025, you will receive a bonus based on a scale up to the maximum allowable percentage of salary under your bonus plan for this component.

ACKNOWLEDGMENT

I have received and read a copy of my Executive Incentive Compensation Plan for 2025 with accompanying Glossary of Terms and Conditions. I understand that participation in this Plan should in no way be construed as a contract or promise of employment and/or

compensation. Employment is at-will, and therefore employment and compensation can terminate, with or without cause and with or without notice, at any time at the option of the

Company or employee. I also understand that my Executive Incentive Compensation Plan will be subject to review, and is likely to change next year, and that all awards of bonuses under the 2025 Executive Compensation Plan are made in the sole discretion of the Human Capital Management and Compensation Committee.

_____ _____

Plan Participant Date

Chief Administration Officer
Executive Incentive Compensation Plan – 2025

FOR: Thomas Tesh

The elements of the plan are as follows:

1. EBITDA TO PLAN

The EBITDA to Plan element will be paid according to the following scale up to a maximum of **45%** of your annual salary:

EBITDA to Plan	Annual % of Bonus Potential
Above 105.0%	125.0%
104.0% - 104.99%	120.0%
103.0% - 103.99%	115.0%
102.0% - 102.99%	110.0%
101.0% - 101.99%	105.0%
100.0% - 100.99%	100.0%
99.0% - 99.99%	95.0%
98.0% - 98.99%	90.0%
97.0% - 97.99%	85.0%
96.0% - 96.99%	80.0%
95.0% - 95.99%	75.0%
Below 95%	0.0%

2. REVENUE GROWTH TO PLAN

The Revenue Growth to Plan element will be paid according to the following scale up to a maximum of **30%** of your annual salary:

Revenue Growth to Plan	Annual % of Bonus Potential
Above 105.0%	125.0%
104.0% - 104.99%	120.0%
103.0% - 103.99%	115.0%
102.0% - 102.99%	110.0%
101.0% - 101.99%	105.0%
100.0% - 100.99%	100.0%
99.0% - 99.99%	95.0%
98.0% - 98.99%	90.0%
97.0% - 97.99%	85.0%
96.0% - 96.99%	80.0%
95.0% - 95.99%	75.0%
Below 95%	0.0%

Glossary of Terms and Conditions

Rollins, Inc. 2025 Executive Bonus Plan

I. General Plan Qualifiers and Provisions

A. The plan year for this bonus is January 1, 2025 to December 31, 2025.

B. Your bonus plan is subject to change each year.

C. Your bonus will be calculated using your actual current base salary as of December 31, 2025.

D. Your eligibility for a bonus and the amount due will be determined solely by the Compensation Committee of the Company's Board of Directors, in its discretion.

E. Bonus payments will be made in one lump sum no later than March 15, 2026, minus applicable state and federal taxes. Other deductions may apply, e.g., 401(K) deductions, etc.

F. You must be employed in the same position on December 31, 2025 to be eligible for a bonus, except as described below in (H.)

G. You will not receive a bonus if for any reason you are in a position on December 31, 2025 that is not eligible for a bonus or if you are not actively employed in a bonus-eligible position by the Company or a Company subsidiary on the date that the bonus is paid.

H. If you are promoted or transferred during the plan year from one bonus-eligible position to another bonus-eligible position, the bonus components common to both plans carry over to the new position. Plan components unique to the original bonus-eligible position will be paid based on time spent in that position, and plan components unique to the new bonus-eligible position will be paid based on time spent in that position.

I. If you are hired into a bonus-eligible position during the year, or if you are promoted during the plan year from a position that is ineligible for a bonus into a bonus-eligible position, you will be eligible for a pro-rated bonus, based on time spent in the bonus-eligible position.

J. If you are transferred during the plan year from a bonus-eligible position to a position that is not bonus-eligible, you will be eligible for a pro-rated bonus based on time spent in the bonus-eligible position.

K. Notwithstanding any other provision hereof, if the Human Capital Management and Compensation Committee determines, in its sole discretion, that you have at any time falsified Company documents or violated Company policy, or that you had knowledge of such actions by employees under your direction and did not take corrective actions, you will not be entitled to receive any bonus hereunder.

L. If any bonus amount was paid as a result of misrepresented or inaccurate performance results or metrics, the Human Capital Management and Compensation Committee expressly reserves the discretionary right to recoup those erroneous bonus overpayments immediately from any future wages and compensation, subject to all applicable local, state and federal laws pertaining thereto, or require repayment of some or all of the erroneous

and federal laws pertaining thereto, or require repayment of some or all of the erroneous bonus compensation paid.

M. Any disputes over your bonus will be resolved by the Human Capital Management and Compensation Committee, in its sole discretion.

N. The Human Capital Management and Compensation Committee reserves the right, in its sole discretion, to reward outstanding performance in unique situations by awarding an employee a bonus outside the terms of the 2025 Executive Bonus Plan.

O. The performance results for purposes of the 2025 Executive Bonus Plan from which the bonus is determined may be subject to adjustments as recommended by the Executive Chairman or President and Chief Executive Officer and approved by the Human Capital Management and Compensation Committee, in its sole discretion, for the year 2025. Final performance results and bonus calculations under the 2025 Executive Bonus Plan are subject to change based on approved adjustments to Plan, as determined by the Human Capital Management and Compensation Committee, in its sole discretion.

P. If a significant business or product line acquisition or sale is consummated by the Company, or if the Company should incur or recognize unusual or exceptional charges or revenue, during the year 2025, then the bonus calculations hereunder may be adjusted to include or exclude, as appropriate, the revenues, pre-tax profit and/or other key operating measures of such acquisition or sale, or to exclude or adjust for such unusual or exceptional items, to the extent and in such amounts as the Human Capital Management and Compensation Committee, in its sole discretion, shall determine.

II. Plan Components

A. General Provisions

The 2024 Executive Bonus Plan divides bonus opportunity into two components: revenue to plan and EBITDA to plan achievement. No bonus will be paid under any component if Rollins Inc.'s pre-tax profit does not result in a profit improvement in 2025, as compared to 2024. A pro-rata calculation will be made for actual results that are between the levels on the scales contained in your bonus plan, calculated to the tenths decimal place value.

B. Revenue to Plan Component

If Rollins Inc.'s combined revenue increase for 2025 over 2024 meets or exceeds 95% of the Company's plan for 2025, you will receive a bonus based on a scale up to the maximum allowable percentage of salary under your bonus plan for this component.

C. EBITDA to Plan Achievement Component

If Rollins EBITDA for 2025 meets or exceeds 95% of the Company's plan for 2025, you will receive a bonus based on a scale up to the maximum allowable percentage of salary under your bonus plan for this component.

ACKNOWLEDGMENT

I have received and read a copy of my Executive Incentive Compensation Plan for 2025 with accompanying Glossary of Terms and Conditions. I understand that participation in this Plan should in no way be construed as a contract or promise of employment and/or

compensation. Employment is at-will, and therefore employment and compensation can terminate, with or without cause and with or without notice, at any time at the option of the

Company or employee. I also understand that my Executive Incentive Compensation Plan will be subject to review, and is likely to change next year, and that all awards of bonuses under the 2025 Executive Compensation Plan are made in the sole discretion of the Human Capital Management and Compensation Committee.

_____ _____

Plan Participant Date

Rollins, Inc. Insider Trading Policy

Purpose

Rollins, Inc. ("Rollins" or the "Company") is a public company with stock that trades on the New York Stock Exchange under the symbol "ROL."

a. The purpose of this Policy is to keep all directors, officers, and employees of Rollins and its subsidiaries in compliance with the legal and practical requirements associated with having stock that trades on one or more national securities exchanges.

b. Securities laws make it illegal for a person to trade in a company's publicly traded securities while in possession of Material Nonpublic Information (defined below) relating to that company or to gift such securities while in possession of Material Nonpublic Information under circumstances in which it is reasonably likely that the gift recipient will sell the securities. This conduct is known as "insider trading." It is also illegal for a person to disclose Material Nonpublic Information to another who may use this information to trade. This conduct is known as "tipping."

Applicability

This Policy applies to all directors, officers, and employees of Rollins and its subsidiaries. Each of the individuals is also responsible for compliance by Family Members (defined below).

Definitions

The following are definitions of key terms used in this Policy:

a. Blackout Period means the period beginning 15 calendar days preceding the close of each of the four (4) fiscal quarters and ending not less than 24 hours following the public release of quarterly financial information by the Company. Exceptions to this Blackout Period may only be granted by the General Counsel. In addition, special Blackout Periods may be imposed by the General Counsel from time to time which will apply to all persons specifically designated by the General Counsel.

b. Covered Persons are all directors, officers, group vice presidents, division presidents, certain members of the financial reporting organization as identified by the Chief Financial Officer (the "CFO"), all administrative assistants reporting to officers, and other designated employees of the Company or any subsidiary of the Company. A list of Covered Persons is maintained by the CFO office.

c. Covered Securities are all equity and debt securities of the Company including Common Stock, as well as other derivative securities that use Covered Securities as reference securities. Shares of stock received through a restricted stock grant are considered Covered Securities.

d. Family Members means members of your family who reside with you (including a spouse, children (including children in college), stepchildren, grandchildren, parents, stepparents, grandparents, siblings, and in-laws); anyone else who resides in your household; any family members who do not live in your household, but whose transactions in any Covered Securities are directed by you or are subject to your influence or control; and any entities that you influence or control, including any corporations, partnerships, and trusts.

e. Material Nonpublic Information is any information concerning the business or operations of the Company which has not been disclosed to the public, but which could influence reasonable investors to buy, sell, or hold Covered Securities. Common examples of information which may be material include dividend announcements, financial results, financial forecasts (especially earnings estimates), mergers or acquisitions, proposed issuances of new securities, major marketing changes, significant new contracts, major litigation, governmental investigations, planned material restructurings, significant cybersecurity incidents, or significant changes in management.

   Information that has not been disclosed to the public is generally considered to be nonpublic information. To establish that the information has been disclosed to the public, it may be necessary to demonstrate that the information has been widely disseminated on a broad-based non-exclusionary basis (*e.g.*, through a Form 8-K filing, press release, or webcast/conference call open to the public). Once information is widely disseminated, it is still necessary to provide the investing public with sufficient time to absorb the information. As a general rule, information should have been publicly released for at least 24 hours before it should be considered to no longer be Material Nonpublic Information.

f. 10b5-1 Plan is a trading plan with respect to Covered Securities that is set up pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934 (the "Act"), where the person entering into the trading plan is entitled to certain affirmative defenses if the plan is set up as a binding contract and is not entered into while in possession of Material Nonpublic Information. More information on and key features of 10b5-1 Plans may be obtained from the General Counsel's office. A 10b5-1 Plan must be pre-approved by the General Counsel or the Senior Managing Attorney – SEC and Corporate Governance.

Policy

a. You may not purchase or sell Covered Securities while in the possession of Material Nonpublic Information other than pursuant to a 10b5-1 Plan. Further, the Company may notify you that it is disallowing trades during periods when Material Nonpublic Information exists, whether known to you or not. In addition, you may not use Material Nonpublic Information learned through your relationship with the Company to trade in another company's stock. All prohibitions related to trading of Covered Securities have equal applicability to trading in stock of the Company's business partners. You are

equal applicability to trading in stock of the Company's business partners. You are

responsible for the transactions of your Family Members and should make them aware of the need to confer with you before they trade any Covered Securities.

b. In addition to the prohibitions in paragraph (a) above, Covered Persons are prohibited from purchasing or selling Covered Securities during any Blackout Period other than pursuant to a 10b5-1 Plan.

c. While in possession of Material Nonpublic Information (and for Covered Persons also during any Blackout Period), you will not be allowed to take certain actions involving the Company's employee stock purchase plan, dividend reinvestment plan, or the Rollins Stock Fund in the Rollins 401(k) plan. You will not be permitted to:

   i. Make an election or amend an election to purchase Rollins stock in any employee stock purchase plan;

   ii. Increase or decrease the amount of your before-tax contributions being made to any benefits plan if any portion of these contributions would be invested in the Rollins Stock Fund;

   iii. Increase or decrease the percentage of matching contributions being invested in the Rollins Stock Fund; or

   iv. Take a distribution or withdrawal that includes amounts invested in the Rollins Stock Fund.

d. Certain transactions are not subject to this Policy and are allowed at any time, including during a Blackout Period as follows:

   i. Grants or vestings of restricted stock or performance share units are allowed; however, the sale of vested restricted stock or performance share units is subject to this Policy.

   ii. The acquisition of Rollins stock pursuant to the normal operation of the Company's employee stock purchase plan, dividend reinvestment plan, or 401(k) plan.

   iii. The exercise of a tax withholding right pursuant to which you elect to have the Company withhold shares of stock to satisfy tax withholding requirements upon the vesting of any restricted stock or performance share units.

e. You are required to maintain in confidence all Material Nonpublic Information. The only exception to this shall be the release of information by officers of the Company specifically authorized to disclose Material Nonpublic Information.

f. Directors and officers subject to Section 16 of the Act and certain other persons designated by the General Counsel are required to pre-clear all trades with the Senior Managing Attorney – SEC and Corporate Governance.

g. Directors and officers subject to Section 16 of the Act must report in a timely fashion purchases, sales, and gifts of Covered Securities, grants, and transactions in restricted stock on Forms 4 and 5, as appropriate. Copies are to be filed promptly with the

Securities and Exchange Commission in accordance with the Act and maintained by the Senior Managing Attorney – SEC and Corporate Governance.

h. "Tipping" occurs when an insider communicates Material Nonpublic Information to another individual (other than another insider with a need to know). Do not disclose Material Nonpublic Information concerning the Company to any other person, including Family Members. If the individual receiving the tip purchases or sells Covered Securities in violation of this Policy, both the insider and the individual receiving the tip may be liable for a violation of federal securities laws.

i. Gifts of Covered Securities to a person, entity, or charity are covered by this Policy. All bona fide gifts of Covered Securities by directors and officers subject to Section 16 of the Act, and certain other persons designated by the General Counsel, are required to pre-cleared with the Senior Managing Attorney – SEC and Corporate Governance.

j. Directors and officers subject to Section 16 of the Act are prohibited from pledging Covered Securities or otherwise subjecting Covered Securities to margin call. For all others, pledging Covered Securities or otherwise subjecting Covered Securities to margin call is strongly discouraged.

k. Hedging of financial risk with respect to Covered Securities and similar monetization transactions are prohibited by this Policy. This includes, but is not limited to, the use of financial instruments such as prepaid variable forwards, equity swaps, collars, and exchange funds.

l. You may not sell Covered Securities short and may not purchase or sell puts, calls, or other derivative securities at any time.

m. This Policy continues to apply to transactions in Covered Securities even after your termination of service from the Company. If you are in possession of Material Nonpublic Information when your service terminates, you may not engage in transactions in Covered Securities until that information has become public or is no longer material.

Violation of Policy

a. Violation of this Policy may result in discipline by the Company, up to and including termination of employment.

b. The penalties for insider trading include fines and significant jail time.

c. You should keep in mind that if your securities transactions ever become the subject of scrutiny, these transactions may be viewed after the fact and in the bright light of hindsight. Any concerns or questions about this Policy should be discussed with the General Counsel or the Senior Managing Attorney – SEC and Corporate Governance.

Exhibit 21

ROLLINS

List of Subsidiaries

Rollins, Inc.	Delaware
Orkin, LLC	Delaware
Orkin Systems, LLC	Delaware
Orkin S.A de C.V.	Mexico
Orkin Expansion, Inc.	Delaware
PCO Acquisitions, Inc.	Delaware
Rollins Group Holdings UK Limited	United Kingdom
Orkin Canada Corporation	Nova Scotia
PCO Services Holdings Corporation	Ontario
Critter Control British Columbia Inc.	British Columbia
Critter Control Canada Franchising Inc.	British Columbia
Atlas Pest Control	British Columbia
Extermination Regionex Extermination Inc.	Ottowa/Quebec
Rollins Australia Pty Ltd	Australia
ROL-WA Pty Ltd	Australia
Adams Pest Control Pty Ltd	Australia
Orkin Australia Pty Ltd	Australia
Statewide Rollins Pty Ltd	Australia
Murray Rollins Pty Ltd	Australia
Rollins Australia Franchising Pty Ltd	Australia
Scientific Pest Management (Australia/Pacific) Pty Ltd	Australia
Rollins UK Holdings Ltd	United Kingdom
Beaver House Services Limited	United Kingdom
Safeguard Pest Control and Environmental Services Limited	United Kingdom
AMES Group Limited	United Kingdom
Van Vynck Environmental Services Ltd	United Kingdom
Albany Environmental Services Ltd	United Kingdom
Guardian Cleaning Services Ltd	United Kingdom
Descale and Chlorination Services Limited	United Kingdom
Guardian Hygiene Services Limited	United Kingdom
Guardian Pest Control Limited	United Kingdom
Baroque (S.W.) Limited	United Kingdom
Enviropest Control Services Ltd	United Kingdom
Integrated Pest Management Limited	United Kingdom
NBC Environment Ltd.	United Kingdom
Bird and Pest Solutions Ltd	United Kingdom
Europest Environmental Services Limited	England and Wales
Pestproof Limited	United Kingdom
Orkin UK Services Limited	England and Wales
Vermatech Pest Control Limited	United Kingdom
Aardwolf Pestkare (Singapore) Pte Ltd	Singapore
Rollins Dutch Holdings UK Ltd	England and Wales
Orkin Services of California, Inc.	Delaware
Orkin-IFC Properties, LLC	Delaware
Banks Pest Control	California
Connecticut Pest Elimination, LLC	Delaware
BHPC, LLC	Delaware
Rollins Continental, Inc.	New York
Rollins-Western Real Estate Holdings, LLC	Delaware
RCI – King, Inc.	Delaware
Western Industries-North, LLC	Delaware
Western Industries-South, LLC	Delaware
HomeTeam Pest Defense, Inc.	Delaware
The Industrial Fumigant Company, LLC	Illinois
IFC Services of California, Inc.	Delaware
International Food Consultants, LLC	Texas
Crane Acquisition, Inc.	Delaware
Waltham Services, LLC	Georgia
TruTech, LLC	Delaware
B. D. D. Pest Control Incorporated	California
Wilco Enterprises, Inc.	Virginia
PermaTreat Pest Control Company, Inc.	Virginia
Rollins Wildlife Services, Inc.	Delaware
Critter Control, Inc.	Michigan
Critter Control Operations, Inc.	Delaware
Missquito, Inc.	Delaware
Northwest Exterminating Co., LLC	Georgia
Jody Millard Pest Control, LLC	Tennessee
McCall Service NW, LLC	Delaware
Okolona Pest Control, Inc.	Kentucky
Rollins Employee Relief Fund, Inc.	Georgia
Rollins Acceptance Company, LLC	Delaware
King Distribution, Inc.	Delaware
Clark Pest Control of Stockton, Inc.	California
Clark Pest Control of Nevada, LLC	Nevada
Rollins Procurement Company, LLC	Delaware
FPC Holdings, LLC	Utah
Fox Pest Control - Albany LLC	Utah
Fox Pest Control - DC West, LLC	Utah
Fox Pest Control - DFW NW, LLC	Utah
Fox Pest Control Environmental, LLC	New York
Fox Pest Control - Harrisburg PA LLC	Utah
Fox Pest Control - IL, LLC	Illinois
Fox Pest Control - Lexington, LLC	Kentucky
Fox Pest Control - Long Island, LLC	New York
Fox Pest Control - Louisiana LLC	Utah
Fox Pest Control - McAllen TX, LLC	Texas
Fox Pest Control - New Jersey South, LLC	Utah
Fox Pest Control - Orlando West, LLC	Utah
Fox Pest Control - Pittsburgh, LLC	Utah
Fox Pest Control - Rhode Island, LLC	Rhode Island
Fox Pest Control - Virginia Beach, LLC	Virginia
Fox Pest Control, LLC	Texas
Fox Pest Service - New England, LLC	Utah

Fox Pest Services, LLC	Connecticut
Fox Pest Control - Westchester, LLC	Utah

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-272422 on Form S-3 and Registration Statement Nos. 333-268048, 333-264583, 333-224654, 333-143692, 333-129789, 33-26056 and 33-47528 on Form S-8 of our reports dated February 13, 2025, relating to the financial statements of Rollins, Inc. and the effectiveness of Rollins, Inc.'s internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended December 31, 2024.

/s/ Deloitte & Touche LLP

Atlanta, Georgia

February 13, 2025

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated February 16, 2023, except for Note 19 as to which the date is February 13, 2025, with respect to the consolidated financial statements included in the Annual Report of Rollins, Inc. on Form 10-K for the year ended December 31, 2024. We consent to the incorporation by reference of said report in the Registration Statements of Rollins, Inc. on Forms S-8 (File No. 333-268048, File No. 333-264583, File No. 333-224654, File No. 33-26056, File No. 33-47528, File No. 33-52355, File No. 333-49308, File No. 333-129789, File No. 333-143692, File No. 333-143693, and File No. 333-150339) and Form S-3 (File No. 333-272422).

/s/ GRANT THORNTON LLP

Atlanta, Georgia
February 13, 2025

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints, **Jerry E. Gahlhoff, Jr.** and **Kenneth D. Krause** as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her or in his or her name, place and stead, in any and all capacities, to sign the Annual Report on Form 10-K for the fiscal year ended 2024 of Rollins, Inc. and any amendments thereto, and to file the same with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform any other act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents may lawfully do or cause to be done by virtue hereof.

This Power of Attorney may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this day of 12th day of February 2025.

/s/ Susan R. Bell
Susan R. Bell, Director

/s/ Dale E. Jones
Dale E. Jones, Director

/s/ Pamela R. Rollins
Pamela R. Rollins, Director

/s/ Donald P. Carson
Donald P. Carson, Director

/s/ Gregory B. Morrison
Gregory B. Morrison, Director

/s/ Louise S. Sams
Louise S. Sams, Lead Director

/s/ Patrick J. Gunning
Patrick J. Gunning, Director

/s/ Gary W. Rollins
Gary W. Rollins, Chairman Emeritus

/s/ John F. Wilson
John F. Wilson, Chairman

/s/ P. Russell Hardin
P. Russell Hardin, Director

Exhibit 31.1

I, Jerry E. Gahlhoff, Jr., certify that:

1. I have reviewed this annual report on Form 10-K of Rollins, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 13, 2025

/s/ Jerry E. Gahlhoff, Jr.

Jerry E. Gahlhoff, Jr.
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

I, Kenneth D. Krause, certify that:

1. I have reviewed this annual report on Form 10-K of Rollins, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 13, 2025

/s/ Kenneth D. Krause

Kenneth D. Krause
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Rollins, Inc., a Delaware corporation (the "Company"), on Form 10-K for the period ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned certifies, pursuant to 18 U.S.C. sec. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to their knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 13, 2025 By: /s/ Jerry E. Gahlhoff, Jr.

Jerry E. Gahlhoff, Jr.
President and Chief Executive Officer
(Principal Executive Officer)

Date: February 13, 2025 By: /s/ Kenneth D. Krause

Kenneth D. Krause
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

This certification shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.