

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

**FORM S-8**

**REGISTRATION STATEMENT**  
**Under the Securities Act of 1933**

**UNIVERSAL ELECTRONICS INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

33-0304817  
(I.R.S. Employer Identification No.)

6101 Gateway Drive  
Cypress, California 90630  
(Address of principal executive offices, including zip code)

UNIVERSAL ELECTRONICS INC. 2010 STOCK INCENTIVE PLAN  
(Full title of the plans)

Richard A. Firehammer, Jr.  
Senior Vice President, General Counsel  
and Secretary  
Universal Electronics Inc.  
6101 Gateway Drive  
Cypress, California 90630  
(714) 820-1000

(Name, address and telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be registered	Amount to be registered	Proposed Maximum Offering Price per share (1)	Proposed Maximum Aggregate Offering Price (1)	Amount of registration fee
Common Stock, \$0.01 par value	1,000,000 shares	24.305	\$24,305,000	\$2,821.81

(1) Estimated in accordance with Rule 457(c) solely for the purpose of calculating the registration fee and based upon the average of the high and low prices of the common stock of the registrant as quoted on The Nasdaq Global Select Stock Market on June 27, 2011.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

As required by Rule 428(b)(1), the documents containing the information required in Part I of the Registration Statement will be provided to each participant the Universal Electronics Inc. 2010 Stock Incentive Plan. Those documents, which are not being filed with the Securities and Exchange Commission (the "Commission") in accordance with the instructions to Form S-8, constitute (along with the documents incorporated by reference into the Registration Statement pursuant to Item 3 of Part II hereof) a prospectus that meets the requirements of Section 10(a) of the Securities Act of 1933.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The following documents of Universal Electronics Inc. (the "Company"), previously filed with the Securities and Exchange Commission (the "Commission"), are incorporated herein by reference:

1. the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2010;
2. The information specifically incorporated by reference into Company's Annual Report on Form 10-K for the year ended December 31, 2010 from the Company's Definitive Proxy Statement on Form 14A for its 2011 Annual Meeting of Stockholders, filed with the SEC on April 29, 2011;
3. the Company's Current Report on Form 8-K-A dated November 1, 2010, filed January 18, 2011;
4. the Company's Current Report on Form 8-K dated February 24, 2011;
5. the Company's Current Report on Form 8-K dated May 5, 2011;
6. the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2011;
7. the Company's Current Report of Form 8-K dated June 9, 2011; and
8. the description of the common stock, par value \$0.01 per share, of the Company (the "Common Stock") contained in the Company's Form 8-A dated June 6, 1995 (Reg. No. 0-21044),

other than the portions of such documents, which by statute, by designation in such document or otherwise, are not deemed to be filed with the Commission or are not required to be incorporated herein by reference.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this Registration Statement, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in the Registration Statement and to be a part hereof from the date of filing of such documents other than the portions of such documents, which by statute, by designation in such document or otherwise, are not deemed to be filed with the Commission or are not required to be incorporated herein by reference.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration

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Statement to the extent that a statement contained in this Registration Statement or in any other subsequently filed document that also is, or is deemed to be, incorporated by reference in this Registration Statement modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

Section 145 of the General Corporation Law of the State of Delaware grants each corporation organized thereunder the power to indemnify any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at its request as a director, officer, employee or agent of another corporation or enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of being or having been in any such capacity, if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Section 102(b)(7) of the General Corporation Law of the State of Delaware enables a corporation in its certificate of incorporation or an amendment thereto validly approved by stockholders to limit or eliminate the personal liability of its board of directors for violations of the directors' fiduciary duty of care.

Article Seventh of the Restated Certificate of Incorporation of Universal Electronics Inc., as amended, and Article XII of its Amended and Restated By-laws provide that the Company shall indemnify its officers and directors to the full extent permitted by applicable law and that such indemnification shall not be deemed exclusive of any other rights to which any person indemnified may be entitled by law or otherwise. In addition, Article XII of the Restated Certificate of Incorporation of the Company limits the personal liability of its Board of Directors for a breach of the fiduciary duty of care.

The Company has obtained liability insurance on behalf of its directors and officers which provides coverage for certain liabilities and expenses incurred by each director and officer in his capacity as such including certain liabilities under the Securities Act of 1933.

The effect of the foregoing provisions of the General Corporation Law of the State of Delaware, the Restated Certificate of Incorporation, as amended, and the Company's Amended and Restated By-Laws would be to permit such indemnification by the Company for liabilities arising under the Securities Act of 1933.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

See the Exhibit Index at Page E-1 of this Registration Statement.

Item 9. Undertakings

A. The undersigned registrant hereby undertakes:

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- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
  - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
  - (ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;
  - (iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*provided, however, that:*

(A) paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Sections 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
  - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- B. The undersigned registrant undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions described under Item 6 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses
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incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cypress, State of California, this 5<sup>th</sup> day of July, 2011.

UNIVERSAL ELECTRONICS INC.

By: /s/ Paul D. Arling  
Paul D. Arling  
Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities indicated on July 5, 2011.

NAME & TITLE	SIGNATURE
Paul D. Arling <i>Chairman and Chief Executive Officer and Director (Principal Executive Officer)</i>	<u>/s/ Paul D. Arling</u> Paul D. Arling
Bryan M. Hackworth <i>Chief Financial Officer (Principal Financial and Accounting Officer)</i>	<u>/s/ Bryan M. Hackworth</u> Bryan M. Hackworth
Satjiv Chahil <i>Director</i>	<u>Satjiv Chahil</u> Satjiv Chahil
William C. Mulligan <i>Director</i>	<u>/s/ William C. Mulligan</u> William C. Mulligan
J. C. Sparkman <i>Director</i>	<u>/s/ J.C. Sparkman</u> J.C. Sparkman
Gregory P. Stapleton <i>Director</i>	<u>/s/ Gregory P. Stapleton</u> Gregory P. Stapleton
Carl E. Vogel <i>Director</i>	<u>/s/ Carl E. Vogel</u> Carl E. Vogel
Edward K. Zinser <i>Director</i>	<u>/s/ Edward K. Zinser</u> Edward K. Zinser

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**UNIVERSAL ELECTRONICS INC.**  
**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
4.1	Restated Certificate of Incorporation of the Company, as amended (incorporated herein by reference to Exhibit 3.1 to the Company's Form S-1 Registration Statement filed on or about December 24, 1992 (File No. 33-56358))
4.2	Amended and Restated By-laws of the Company (incorporated herein by reference to Exhibit 3.2 to the Company's Form S-1 Registration Statement filed on or about December 24, 1992; File No. 33-56358)
4.3	Certificate of Amendment, dated June 2, 1995, to the Restated Certificate of Incorporation of the Company (incorporated herein by reference to Exhibit 3.3 to the Company's Annual Report on Form 10-K for the year ended December 31, 1995; File No. 0-21044)
4.4	Certificate of Amendment, dated July 26, 2000, to the Restated Certificate of Incorporation of the Company (incorporated herein by reference to Exhibit 4.4 to the Company's Form S-8 Registration Statement filed on October 5, 2000 (File No. 33-0204817))
4.5	Universal Electronics Inc. 2010 Stock Incentive Plan (incorporated by reference to Appendix C to the Company's Proxy Statement for its 2010 Annual Meeting of Stockholders filed on April 30, 2010; File No. 0-21044)
4.6	Form of Option Agreement
4.7	Form of Restricted Stock Unit Agreement
5	Opinion of Brouse McDowell regarding the validity of the securities being registered (filed herewith)
23.1	Consent of Grant Thornton LLP, Independent Registered Public Accounting Firm
23.2	Consent of Brouse McDowell (included in Exhibit 5)

**STOCK OPTION AGREEMENT**

**THIS STOCK OPTION AGREEMENT** is made as of the date set forth on the signature page hereof by and between Universal Electronics Inc., a Delaware corporation (the “Corporation”) and the undersigned Optionee (the “Optionee”). As used in this Agreement, the term “Corporation” shall include, where applicable, any and all of its subsidiaries or related entities. Any capitalized term used in this Agreement that is not defined herein shall have the meaning thereof set forth in the Universal Electronics Inc. 2010 Stock Incentive Plan (the “Plan”).

**WHEREAS**, the Compensation Committee of the Board of Directors of the Corporation (the “Committee”) and the Board of Directors of the Corporation (the “Board”) have approved the Plan;

**WHEREAS**, the Board has designated and empowered the Committee to administer the Plan; and

**WHEREAS**, the Committee has determined that the Optionee, as an Eligible Employee, should be granted a stock option (“Option”) under the Plan to purchase shares of the Corporation’s common stock, par value \$0.01 per share (the “Stock”), upon the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, the parties, intending to be legally bound, hereto agree as follows:

1. **GRANT AND DESIGNATION OF OPTION.** Upon the execution and delivery of this Agreement and the related Stock Option Certificate of even date herewith (the “Certificate”), the Corporation hereby grants to the Optionee the Option to purchase the aggregate number of shares of Stock set forth on the Certificate at the price per share (“Option Price”) further set forth on the Certificate.
  2. **TERM AND EXERCISE OF OPTION.** Subject to earlier termination, acceleration or cancellation of the Option as provided herein, the term of the Option shall be for that period of time also set forth on the Certificate (the “Option Period”) and, subject to the provisions of this Agreement, the Option shall be exercisable at such times and as to such number of shares as determined on the schedule set forth on the Certificate.
  3. **METHOD OF EXERCISE.** The Option may be exercised by written notice to the Corporation (the “Exercise Notice”) at its offices at 6101 Gateway Drive, Cypress, California 90630 to the attention of the Secretary of the Corporation. The Exercise Notice shall state (a) the election to exercise the Option, (b) the total number of full shares in respect to which it is being exercised, and (c) shall be signed by the person or persons exercising the Option. The Exercise Notice shall be accompanied by the Certificate and payment in cash for the full amount of the purchase price of such shares plus an amount necessary to satisfy Optionee’s obligations pursuant to Section 11, or as may be permitted by the Committee, by certificates for shares of Stock which have been owned by the Optionee for more than six months prior to the date of exercise and which have a fair market value of the date of exercise equal to the purchase price, or by a combination of such methods of payment. Upon receipt of the foregoing, the Corporation shall issue the shares of Stock as to which the Option has been duly exercised and shall return the Certificate, duly endorsed to reflect such exercise, to the Optionee. In a cashless exercise, as permitted under Federal Reserve Board’s Regulation T, subject to applicable securities law restrictions, Optionee must notify the Corporation as to the manner of the transaction.
  4. **OPTIONEE’S COVENANTS AND REPRESENTATIONS.**
    - (a) Optionee represents and warrants that any and all shares acquired through the exercise of rights under the Option granted pursuant to this Agreement will be acquired for Optionee’s own account and not with a view to, or present intention of, distribution thereof in violation
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of the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder (the "1933 Act") and will not be disposed of in contravention of the 1933 Act.

- (b) Optionee acknowledges that Optionee is able to bear the economic risk of the investment in any and all shares of Stock acquired through the exercise of rights under the Option for an indefinite period of time.
- (c) Optionee has reviewed this Agreement and has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of Stock and has had full access to such other information concerning the Corporation as Optionee has requested.
- (d) Optionee agrees that if Optionee should dispose of any Shares acquired upon the exercise of an Incentive Stock Option, including a disposition by sale, exchange, gift or transfer of legal title within two (2) years after the date such Option was granted to the Optionee or within one (1) year after the transfer of such Shares to the Optionee upon the exercise of such Option, the Optionee shall notify the Company within three (3) days after such disposition.

5. **RESTRICTION ON EXERCISE.** This Option may not be exercised if the issuance of such shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any applicable federal or state securities or other law or regulation. As a condition to the exercise of this Option, the Corporation may require Optionee to make any representation and warranty to the Corporation as may be required by any applicable law or regulation. All exercises of the Option must be for full shares of Stock only.

6. **EFFECT OF TERMINATION OF EMPLOYMENT.** Except as set forth in Sections 7 and 8 below and subject to the limitations set forth in Section 9(b), in the event that Optionee's employment with the Corporation ceases for any reason, Optionee may (or Optionee's estate or representative, in the event of Optionee's death during the applicable exercise period as set forth in Section 8), during the earlier of (a) the ninety (90) day period following such cessation of employment or (b) the remaining term of the Option Period, exercise the Option to the extent such Option was exercisable on the date such employment ceased and, on such date, that portion of the Option which was not exercisable shall automatically terminate without further action by the parties hereto and, in all events, to the extent not exercised, the Option shall terminate in its entirety at the end of business on the last day of the applicable exercise period as set forth in this Section 6; provided, however, the Committee, in its sole discretion, may approve the full vesting to Optionee (or Optionee's estate or representative, in the event of Optionee's death) in the Option and, in such event, to the extent not previously exercised, the Option shall be exercisable in whole or in part with respect to all remaining shares of Stock covered the Option and may be exercised by Optionee (or Optionee's estate or representative, in the event of Optionee's death) at any time prior to the expiration of the original Option Period.

7. **EFFECT OF TERMINATION OF EMPLOYMENT WITHOUT CAUSE OR DUE TO CONSTRUCTIVE TERMINATION.**

- (a) In the event that Optionee's employment with the Corporation is terminated by the Corporation without "Cause" (as such term is defined in Section 7(b) below) or in the event of "Constructive Termination" (as such term is defined in Section 7(c) below), Optionee shall become immediately fully vested in the Option without further action by the parties hereto, and, to the extent not previously exercised, shall be exercisable in whole or in part with respect to all remaining shares of Stock covered by the Option and may be exercised by Optionee (or Optionee's estate or representative, in the event of Optionee's death) at any time

prior to the expiration of the original Option Period, subject to the limitations set forth in Section 9(b).

- (b) For purposes of this Agreement, “Cause” shall mean (i) the willful and continued failure by Optionee to substantially perform Optionee’s duties with the Corporation (other than a failure resulting from Optionee’s death or “Total Disability” (as such term is defined in Section 7(e) below)) after a demand for substantial performance is delivered to Optionee by the Corporation which specifically identifies the manner in which it is believed that Optionee has not substantially performed Optionee’s duties; (ii) the willful engaging by Optionee in gross misconduct materially and demonstrably injurious to the property or business of the Corporation; or (iii) Optionee’s commission of fraud, misappropriation or a felony. For purposes of this definition of “Cause”, no act or failure to act on Optionee’s part will be considered “willful” unless done, or omitted to be done, by Optionee not in good faith and without a reasonable belief that Optionee’s action or omission was in the interests of the Corporation or not opposed to the best interests of the Corporation.
- (c) For purposes of this Agreement, “Constructive Termination” shall occur on that date on which Optionee resigns from employment with the Corporation, if such resignation occurs within eighteen (18) months after the occurrence of (i) the failure of Optionee to be elected or re-elected or appointed or reappointed to such office that Optionee holds (other than as a result of a termination for “Cause”) if Optionee is an officer of the Corporation and the office which Optionee holds is one to which Optionee is elected according to the Corporation’s By-laws; (ii) a change in Optionee’s functions, duties, or responsibilities such that Optionee’s position with the Corporation becomes substantially less in responsibility, importance, or scope; or (iii) a “Change in Control” (as such term is defined in Section 7(d) below).
- (d) For purposes of this Agreement, a “Change in Control” shall be deemed to occur when (i) any “person” or “group” (as such terms are used in Sections 3(a), 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the “1934 Act”)), other than (1) a trustee or other fiduciary holding securities under any employee benefit plan of the Corporation or (2) a corporation owned directly or indirectly by the stockholders of the Corporation in substantially the same proportions as their ownership of Stock in the Corporation immediately prior to any such occurrence, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of securities of the Corporation representing 20% or more of the total voting power of the then outstanding securities of the Corporation entitled to vote generally in the election of directors (the “Voting Stock”); (ii) individuals who are members of the Board on the date of this Agreement and any individual who becomes a member of the Board hereafter whose nomination for election as a director was approved by the affirmative vote of a majority of such directors (including any non-director added pursuant to this clause), cease to constitute a majority of the members of the Board; (iii) there occurs a merger or consolidation of the Corporation with any other corporation or entity, other than a merger or consolidation which would result in the Voting Stock of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 80% of the total voting power represented by the Voting Stock or the voting securities of such surviving entity outstanding immediately after such merger or consolidation; (iv) there occurs a sale or transfer or disposition of all or substantially all of the Corporation’s assets to any other corporation or entity, other than a corporation owned directly or indirectly by the stockholders of the Corporation in substantially the same proportions as their ownership of

Stock in the Corporation immediately prior to such sale, transfer or disposition; or (v) the dissolution or liquidation of the Corporation.

- (e) For purposes of this Agreement, "Total Disability" shall mean an event of illness or other incapacity of Optionee resulting in Optionee's failure or inability to discharge Optionee's duties as an employee of the Corporation for ninety (90) or more days during any period of 120 consecutive days.

**8. EFFECT OF TERMINATION OF EMPLOYMENT DUE TO DEATH OR TOTAL DISABILITY.** In the event that Optionee's employment with the Corporation ceases or is terminated due to Optionee's death or Total Disability, Optionee (or Optionee's estate or representative, in the event of Optionee's death) may, subject to the limitations set forth in Section 9(b), during the earlier of (a) the one (1) year period following such cessation or termination of employment or (b) the remaining term of the Option Period, exercise the Option to the extent such Option was exercisable on the date such employment ceased or was terminated and, on such date, that portion of the Option which was not exercisable shall automatically terminate without further action by the parties hereto and, in all events, to the extent not exercised, the Option shall terminate in its entirety at the end of business on the last day of the applicable exercise period as set forth in this Section 8; provided, however, the Committee, in its sole discretion, may approve the full vesting to Optionee (or Optionee's estate or representative, in the event of Optionee's death) in the Option and, in such event, to the extent not previously exercised, the Option shall be exercisable in whole or in part with respect to all remaining shares of Stock covered the Option and may be exercised by Optionee (or Optionee's estate or representative, in the event of Optionee's death) at any time prior to the expiration of the original Option Period.

**9. LIMITATIONS ON EXERCISE OF INCENTIVE STOCK OPTION.**

- (a) Notwithstanding the foregoing, any Incentive Stock Option granted pursuant to this Agreement will be exercisable only to the extent that the aggregate fair market value of the Stock with respect to which the option first becomes exercisable during any calendar year would not exceed \$100,000 (the "\$100,000 Exercise Limitation"). In determining whether the \$100,000 Exercise Limitation would be exceeded, all Incentive Stock Options granted to the Optionee that first become exercisable in that year will be included in the calculation, whether granted under the Plan or under any other option plan of the Corporation. If the \$100,000 Exercise Limitation would be exceeded with respect to any Incentive Stock Option grant, the maximum whole number of underlying shares with an aggregate fair market value not in excess of \$100,000 shall be treated as issued pursuant to an Incentive Stock Option and the remaining shares shall be treated as issued pursuant to a Non-qualified Stock Option. Finally, if the Option ceases to qualify as an Incentive Stock Option, as a result of the failure of the Optionee to exercise the Option within the three (3) month period specified in Section 9(b) below, the \$100,000 Exercise Limitation shall not apply.
- (b) In the case of an Incentive Stock Option, the Option must be exercised in full within three (3) months after cessation of employment, or such Option will no longer qualify as an Incentive Stock Option and shall thereafter be, and receive the tax treatment applicable to, a Non-qualified Stock Option.

10. **RIGHT OF A STOCKHOLDER.** Optionee shall not have any rights as a stockholder with respect to any shares of Stock underlying a Stock Option, unless and until all the conditions set forth in Section 5(a) (iii) of the Plan have been satisfied.
11. **WITHHOLDING OF TAXES.** Whenever the Corporation is required to issue shares of Stock upon exercise hereunder, the Corporation shall have the right to require the recipient to remit in cash to the Corporation an amount sufficient to satisfy any federal, state and/or local withholding tax requirements prior to the delivery of any certificate or certificates for such shares of Stock.
12. **ADJUSTMENTS.** In the event of any change in the outstanding shares of Stock of the Corporation by reason of a stock dividend or distribution, recapitalization, spin-off, merger, consolidation, split-up, combination, exchange of shares or the like, the Committee shall adjust the number of shares of Stock which may be issued under the Plan and shall provide for an equitable adjustment of the exercise price of and the number of shares of Stock issuable pursuant to each outstanding Option under the Plan.
13. **COMPLIANCE WITH CERTAIN LAWS AND REGULATIONS.** If the Committee shall determine, in its sole discretion, that the listing, registration or qualification of the shares subject to the Option upon any securities exchange or under any law or regulation, or that the consent or approval of any governmental regulatory body is necessary or desirable in connection with the granting of the Option or the acquisition of shares thereunder, the Optionee shall supply the Committee or the Corporation, as the case may be, with such certificates, representations and information as the Committee or the Corporation, as the case may be, may request and shall otherwise cooperate with the Corporation in obtaining any such listing, registration, qualification, consent or approval.
14. **TRANSFERABILITY OF OPTION.** The Option is not transferable by the Optionee otherwise than by will or by the laws of descent and distribution and is exercisable, during the Optionee's lifetime, only by the Optionee, or in the case of Optionee's legal incompetency, only by Optionee's guardian or legal representative.
15. **INTENTIONALLY OMITTED.**
16. **NOTICES.** Any notice or demand provided for in this Agreement must be in writing and must be either personally delivered, delivered by overnight courier, or mailed by first class mail, to the Optionee at Optionee's most recent address on file in the records of the Corporation, and to the Corporation at the address set forth or established pursuant to Section 3 or to such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party. Any notice or demand under this Agreement will be deemed to have been given when received.
17. **SEVERABILITY.** This Agreement and each provision hereof shall be valid and enforced to the fullest extent permitted by law. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, if the scope of any provision contained in this Agreement is too broad to permit enforcement to its fullest extent, such provision shall be enforced to the maximum extent permitted by law, and the parties hereby agree that such scope may be judicially modified accordingly.
18. **COMPLETE AGREEMENT.** This Agreement and those documents expressly referred to herein embody the complete agreement and understanding among the parties and supersede and preempt any

prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

19. **COUNTERPARTS.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.
20. **SUCCESSORS AND ASSIGNS.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Optionee, the Corporation and their respective permitted successors and assigns (including personal representatives, heirs and legatees), and is intended to bind all successors and assigns of the respective parties, except that Optionee may not assign any of Optionee's rights or obligations under this Agreement except to the extent and in the manner expressly permitted hereby.
21. **REMEDIES.** Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement, without the necessity of posting bond or any other security.
22. **WAIVER OR MODIFICATION.** Any waiver or modification of any of the provisions of this Agreement shall not be valid unless made in writing and signed by the parties hereto. A waiver by either party of any breach of this Agreement shall not operate as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the \_\_ day of \_\_\_\_\_, 20\_\_.

**OPTIONEE**

**UNIVERSAL ELECTRONICS INC.**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Its: Chief Executive Officer

Certificate Number: \_\_\_\_\_

**UNIVERSAL ELECTRONICS INC.  
2010 STOCK INCENTIVE PLAN  
STOCK OPTION CERTIFICATE**

THIS CERTIFIES THAT \_\_\_\_\_ "EMPLOYEE" has been awarded an OPTION to purchase \_\_\_\_\_ (\_\_\_\_\_) shares of common stock, par value \$0.01 per share (the "Stock"), of UNIVERSAL ELECTRONICS INC. This Certificate is issued in accordance with and is subject to the terms and conditions of the related Stock Option Agreement of even date herewith (the "Agreement"). The number of shares of Stock subject to an Incentive Stock Option, the number of shares of Stock subject to a Non-qualified Stock Option, and the respective Option prices are as set forth below:

- (a) \_\_\_\_\_ (\_\_\_\_\_) shares of Stock shall be subject to an Incentive Stock Option at an Option price of \$\_\_\_\_\_ per share; and  
(b) \_\_\_\_\_ (\_\_\_\_\_) shares of Stock shall be subject to a Non-qualified Stock Option at an Option price of \$\_\_\_\_\_ per share.

THIS OPTION is not transferable except in accordance with the terms and conditions of the Agreement.

THIS OPTION shall expire ten (10) years from the date of this Certificate.

THIS OPTION shall be exercisable as to all or a portion of the number of shares set forth above as follows:

On and After the Following Dates, But Prior to Expiration	Incentive Stock Option Maximum Percentage Taking Into Account Prior Exercises	Non-qualified Stock Option Maximum Percentage Taking Into Account Prior Exercises
[Three Months from Grant]	8.33%	8.33%
[Six Months from Grant]	16.66%	16.66%
[Nine Months from Grant]	25%	25%
[Twelve Months from Grant]	33.33%	33.33%
[Fifteen Months from Grant]	41.66%	41.66%
[Eighteen Months from Grant]	50%	50%
[Twenty-one Months from Grant]	58.33%	58.33%
[Twenty-Four Months from Grant]	66.67%	66.67%
[Twenty-Seven Months from Grant]	75%	75%
[Thirty Months from Grant]	83.33%	83.33%
[Thirty-Three Months from Grant]	91.67%	91.67%
[Thirty-Six months from Grant]	100%	100%

IN WITNESS WHEREOF, UNIVERSAL ELECTRONICS INC. has caused this Stock Option Certificate to be signed by its duly authorized officer the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

UNIVERSAL ELECTRONICS INC.

By: \_\_\_\_\_  
Its: Chief Executive Officer

## RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, 20\_\_ (the "Grant Date") by and between Universal Electronics Inc., a Delaware corporation (the "Corporation"), and the undersigned employee (the "Employee"). As used in this Agreement, the term "Corporation" shall include, where applicable, any and all of its subsidiaries or related entities. Any capitalized term used in this Agreement that is not defined herein shall have the meaning thereof set forth in the Universal Electronics Inc. 2010 Stock Incentive Plan (the "Plan"), a copy of which can be obtained by written request to the Corporation's Chief Financial Officer.

WHEREAS, the Board of Directors of the Corporation (the "Board") have approved the Plan;

WHEREAS, the Board has designated and empowered the Compensation Committee of the Board (the "Committee") to administer the Plan; and

WHEREAS, the Committee has authorized grants of Restricted Stock Units (the "RSUs") to Eligible Employees, payable in shares of the Corporation's common stock, par value \$0.01 per share ("Stock") pursuant to the terms and conditions set forth in the Plan and in this Agreement;

Now, THEREFORE, the parties, intending to be legally bound, hereto agree as follows:

1. **GRANT OF THE RSUs.** Subject to the terms and conditions set forth herein, the Employee is hereby granted \_\_\_\_\_ ( ) RSUs on the Grant Date.
2. **VESTING OF THE RSUs AND ISSUANCE AND DELIVERY OF STOCK.** Subject to earlier termination, acceleration or cancellation of the RSUs as provided herein, the RSUs shall vest in twelve (12) equal increments (rounded to the nearest whole unit) on the last day of each calendar quarter (each a "Vesting Date"), commencing in the first calendar quarter following the Grant Date and continuing in each calendar quarter thereafter until fully vested; provided that the Employee continues to be employed by the Corporation on each such Vesting Date. Subject to Sections 6 and 7 of this Agreement, upon the vesting of the RSUs and as soon as administratively practicable after each Vesting Date, the Corporation shall issue and deliver to the Employee (or the Employee's estate or legal representative, in the event of Employee's death or "Total Disability" (as such term is defined in Section 4(e)) one (1) share of Stock free and clear of any restrictions for each vested RSU. Such issued and delivered shares of Stock shall be in book-entry form maintained by the Corporation's Transfer Agent and shall otherwise be transferable utilizing the Corporation's Direct Registration System and Profile Modification System.
3. **EFFECT OF TERMINATION OF EMPLOYMENT.** Except as set forth in Section 4, in the event that the Employee's employment with the Corporation is terminated for any reason, any RSUs that are unvested as of such date shall be immediately forfeited and cancelled

without further action by the parties hereto, and the Employee shall no longer have any rights with respect to the forfeited and cancelled RSUs (or any Dividend Equivalents with respect thereto).

**4. EFFECT OF TERMINATION OF EMPLOYMENT WITHOUT CAUSE OR DUE TO CONSTRUCTIVE TERMINATION AND EFFECT OF CHANGE IN CONTROL.**

- (a) In the event that (i) the Employee's employment with the Corporation is terminated (A) by the Corporation without "Cause" (as such term is defined in Section 4(b) below) or (B) by the Employee as the result of a "Constructive Termination" (as such term is defined in Section 4(c) below), or (ii) a "Change in Control" (as such term is defined in Section 4(d) below) occurs, the Employee shall be fully vested in the RSUs as of such date of termination or the effective date of the Change in Control, whichever may apply, without further action by the parties hereto.
- (b) For purposes of this Agreement, "Cause" shall mean (i) the willful and continued failure by the Employee to substantially perform the Employee's duties with the Corporation (other than a failure resulting from the Employee's death or "Total Disability" (as such term is defined in Section 4(e) below) after a demand for substantial performance is delivered to the Employee by the Corporation, which specifically identifies the manner in which it is believed that the Employee has not substantially performed the Employee's duties; (ii) the willful engaging by the Employee in gross misconduct that is materially and demonstrably injurious to the property or business of the Corporation; or (iii) the Employee's commission of a fraud, misappropriation or a felony. For purposes of this Section 4(b), no act or failure to act by the Employee shall be considered "willful" unless such act or failure to act is done, or omitted to be done, without good faith and without a reasonable belief that the Employee's action or omission was in the best interests of the Corporation or not opposed to the best interests of the Corporation.
- (c) (i) For purposes of this Agreement, "Constructive Termination" shall mean the termination of the Employee's employment with the Corporation by the Employee within eighteen (18) months after the occurrence of a material diminution in the Employee's authority, duties, or responsibilities; provided that a termination by the Employee will only constitute a Constructive Termination if (A) the Employee gives the Corporation a "Notice of Constructive Termination" (as defined in Section 4(c)(ii) below) within ninety (90) calendar days following the occurrence of the event that constitutes a Constructive Termination and (B) the Corporation fails to remedy the event constituting a Constructive Termination within thirty (30) calendar days after receipt of the Notice of Constructive Termination from the Employee. If the Employee determines that a Constructive Termination exists and timely files a Notice of Constructive Termination, such determination shall be presumed to be true and the Corporation will have the burden of proving that a Constructive Termination does not exist. Failure of the Employee to

provide a Notice of Constructive Termination within the 90-day period described above shall be conclusive proof that the Employee shall not have a Constructive Termination.

- (ii) For purposes of this Section 4(c), “Notice of Constructive Termination” shall mean a written notice by the Employee to the Corporation which sets forth in reasonable detail the specific reason for a termination of employment for Constructive Termination and the facts and circumstances claimed to provide a basis for such termination and is provided to the Corporation in accordance with the terms set forth in Section 4(c)(i) above.
- (d) For purposes of this Agreement, a “Change in Control” shall be deemed to occur when (i) any “person” or “group” (as such terms are used in Sections 3(a), 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the “1934 Act”)), other than (A) a trustee or other fiduciary holding securities under any employee benefit plan of the Corporation or (B) a corporation owned directly or indirectly by the stockholders of the Corporation in substantially the same proportions as their ownership of Stock in the Corporation immediately prior to any such occurrence, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of securities of the Corporation representing 20% or more of the total voting power of the then outstanding securities of the Corporation entitled to vote generally in the election of directors (the “Voting Stock”); (ii) individuals who are members of the Board on the date of this Agreement and any individual who becomes a member of the Board hereafter whose nomination for election as a director was approved by the affirmative vote of a majority of such directors (including any non-director added pursuant to this clause), cease to constitute a majority of the members of the Board; (iii) there occurs a merger or consolidation of the Corporation with any other corporation or entity, other than a merger or consolidation which would result in the Voting Stock of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 80% of the total voting power represented by the Voting Stock or the voting securities of such surviving entity outstanding immediately after such merger or consolidation; (iv) there occurs a sale or transfer or disposition of all or substantially all of the Corporation’s assets to any other corporation or entity, other than a corporation owned directly or indirectly by the stockholders of the Corporation in substantially the same proportions as their ownership of Stock in the Corporation immediately prior to such sale, transfer or disposition; or (v) the dissolution or liquidation of the Corporation.
- (e) For purposes of this Agreement, “Total Disability” shall mean that (i) the Employee is unable to engage in any substantial gainful activity by reason of 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 twelve (12) months or (ii) the Employee is, by reason of 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 twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Corporation.

5. **EMPLOYEE'S RIGHTS AS STOCKHOLDER.** Prior to the vesting of the RSUs, the Employee shall have no rights as a stockholder with respect to the Stock to be issued upon the vesting of the RSUs. However, the Employee shall be credited with an amount equal to all cash dividends ("Dividend Equivalents") that would have been paid to the Employee if one share of Stock had been issued to the Employee on the Grant Date for each RSU granted to the Employee as set forth in this Agreement. Upon the vesting of the RSUs, in addition to the issuance and delivery of Stock in accordance with Section 2, the Employee shall be entitled to payment of the Dividend Equivalents in cash.
6. **CHANGES IN STOCK.** In the event of any merger, reorganization, consolidation, recapitalization, stock dividend or distribution, spin-off, split-up, combination, exchange of shares, or other change in corporate structure or capitalization affecting the Stock, and if by virtue of any such change the Employee would have been entitled to additional or different shares of any security, if one share of Stock had been issued to the Employee on the Grant Date for each RSU granted to Employee as set forth in this Agreement, the Employee shall, upon vesting of the RSUs, be entitled to receive such new or additional or different shares or securities and such new or additional or different shares or securities shall be subject to all of the conditions and restrictions which were applicable to the Stock pursuant to this Agreement.
7. **TAXES.** The Employee shall be liable for any and all applicable federal, state and local tax withholding requirements arising out of this grant or the vesting of the RSUs hereunder. Employee shall satisfy his or her withholding tax obligation in accordance with Employee's selection of one of the withholding options as set forth in the Withholding Election attached hereto as Exhibit A and Employee agrees that such selection is irrevocable. The Employee further agrees that the issuance and delivery of the Stock in accordance with Section 2 is conditioned on the payment by Employee to the Corporation of an amount equal to the taxes required to be withheld by the Corporation as a result of the vesting of the RSUs and that no such Stock shall be issued and delivered to Employee until Employee's tax withholding obligations have been satisfied. If the Employee is an executive officer of the Corporation, the election to satisfy the tax withholding obligations relating to the vesting of the RSUs in the manner permitted by this Section 7 shall be made during the "window period" as described in the Corporation's Insider Trading Policies unless otherwise determined in the sole discretion of the Committee.
8. **TRANSFERABILITY OF RSUs.** The RSUs or any of the rights granted hereunder may not be sold, pledged or otherwise transferred otherwise than by will or the laws of descent and distribution.
9. **NOTICES.** Any notice or demand provided for in this Agreement must be in writing and

must be either personally delivered, delivered by overnight courier, or mailed by first class mail, to the Employee at the Employee's most recent address on file in the records of the Corporation, and to the Corporation at 6101 Gateway Drive, Cypress, California 90630, Attention: Chief Financial Officer, or to such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party. Any notice or demand under this Agreement will be deemed to have been given when received.

10. **SEVERABILITY.** This Agreement and each provision hereof shall be valid and enforced to the fullest extent permitted by law. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, if the scope of any provision contained in this Agreement is too broad to permit enforcement to its fullest extent, such provision shall be enforced to the maximum extent permitted by law, and the parties hereby agree that such scope may be judicially modified accordingly.
11. **COMPLETE AGREEMENT.** This Agreement and those documents expressly referred to herein embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.
12. **NO PROMISE OF EMPLOYMENT.** Neither the Plan nor this Agreement nor any provisions under either shall be construed so as to grant the Employee any right to remain in the employ of the Corporation.
13. **COUNTERPARTS.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.
14. **SUCCESSORS AND ASSIGNS.** This Agreement is intended to bind and inure to the benefit of and be enforceable by the Employee, the Corporation and their respective permitted successors and assigns (including personal representatives, heirs and legatees), and is intended to bind all successors and assigns of the respective parties, except that the Employee may not assign any of the Employee's rights or obligations under this Agreement except to the extent and in the manner expressly permitted within this Agreement.
15. **REMEDIES.** Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement, without the necessity of posting bond or any other security.

16. **WAIVER OR MODIFICATION.** Any waiver or modification of any of the provisions of this Agreement shall not be valid unless made in writing and signed by the parties hereto. A waiver by either party of any breach of this Agreement shall not operate as a waiver of any subsequent breach.
17. **GOVERNING LAW.** This Agreement shall be governed and construed and the legal relationships of the parties determined in accordance with the laws of the state of Delaware without reference to principles of conflict of laws.
18. **SECTION 409A OF THE CODE.** To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) do not apply to the Employee. This Agreement and the Plan shall be administered in a manner consistent with this intent. Reference to Section 409A of the Code is to Section 409A of the Internal Revenue Code of 1986, as amended, and will also include any regulations, or any other formal guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first above written.

**EMPLOYEE**

**UNIVERSAL ELECTRONICS INC.**

Name:

By:

Its: Chairman & Chief Executive Officer

**EXHIBIT A**

**UNIVERSAL ELECTRONICS INC.**

**2010 STOCK INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AWARD WITHHOLDING ELECTION**

**THIS RSU WITHHOLDING ELECTION** is made by \_\_\_\_\_ (“**EMPLOYEE**”) with respect to the grant of \_\_\_\_\_ (\_\_\_\_) RSUs (the “**Grant**”) in accordance with the terms set forth in the Restricted Stock Unit Award Agreement, dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”). Such election shall be effective on the date as set forth below and shall be irrevocable after that date. All capitalized terms used in this RSU Withholding Election shall have the meanings given to them in the Agreement.

**EMPLOYEE** hereby selects the following method to satisfy his or her tax withholding obligations with respect to the Grant [**PLACE INITIALS IN ONE BOX ONLY**]:

- I hereby authorize the Corporation to withhold the number of shares of Stock required to satisfy my tax withholding obligations due on each Vesting Date from the shares of Stock to be issued upon the vesting of my RSUs.
- I hereby agree to deliver payment to the Corporation on each Vesting Date in an amount equal to the amount required to satisfy my tax withholding obligations due on each Vesting Date. I further understand and agree that no shares of Stock will be issued and delivered to me until such payment has been made.

Name:

Date

## [LETTERHEAD OF BROUSE McDOWELL]

July 5, 2011

Universal Electronics Inc.  
6101 Gateway Drive  
Cypress, California 90630

Ladies & Gentlemen:

We are acting as counsel to Universal Electronics Inc. (the "Company") in connection with the issuance and sale by the Company of up to 1,000,000 shares of its Common Stock (the "Shares") pursuant to the Universal Electronics Inc. 2010 Stock Incentive Plan (the "Plan").

We have examined such documents, records and matters of law as we have deemed necessary for purposes of this opinion, and based thereon we are of the opinion that the Shares which may be issued and sold pursuant to the Plan have been duly authorized and, when issued and sold in accordance with the provisions of the Plan, will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as Exhibit 5 to the Registration Statement on Form S-8 being filed today by the Company with the Securities and Exchange Commission to effect registration of the Shares under the Securities Act of 1933.

Very truly yours,

/s/ Brouse McDowell  
BROUSE McDOWELL,  
A Legal Professional Association

808267  
Ref. No. 11-153

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated March 16, 2011 with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report on Form 10-K for the year ended December 31, 2010 of Universal Electronics Inc., which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned reports.

/s/ GRANT THORNTON LLP

Irvine, California

July 05, 2011