
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 8, 2010

ModusLink Global Solutions, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-23262
(Commission
File No.)

04-2921333
(IRS Employer
Identification No.)

1100 Winter Street
Waltham, Massachusetts
(Address of principal executive offices)

02451
(Zip Code)

(781) 663-5001
(Registrant's telephone number, including area code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-
-

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

(e) On December 8, 2010, at the Annual Meeting of Stockholders of ModusLink Global Solutions, Inc. (the “Company”), the Company’s stockholders adopted the ModusLink Global Solutions, Inc. 2010 Incentive Award Plan (the “2010 Plan”). The 2010 Plan, which is administered by the Human Resources and Compensation Committee of the Board of Directors, allows the Company to make grants of incentive stock options, non-statutory stock options, restricted stock, restricted stock units, stock appreciation rights, deferred stock, dividend equivalent rights, performance awards and stock payments to the Company’s employees, directors and consultants.

The 2010 Plan allows for the issuance of up to (i) 5,000,000 shares of common stock, par value \$.01 per share (the “Common Stock”), of the Company plus (ii) any shares of Common Stock that are subject to awards under the Company’s 2004 Stock Incentive Plan, 2002 Non-Officer Employee Stock Incentive Plan or 2000 Stock Incentive Plan (collectively, the “Prior Plans”) which after December 8, 2010 are forfeited, lapse unexercised or are settled in cash and not issued under the Prior Plans. No additional awards will be granted under the Prior Plans; however, awards granted under the Prior Plans before stockholder approval of the 2010 Plan will remain outstanding in accordance with their terms.

A more complete description of the terms of the 2010 Plan can be found in “Proposal No. 2 – Approval of ModusLink Global Solutions, Inc. 2010 Incentive Award Plan” (pages 12 through 18) in the Company’s definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission on October 26, 2010. The foregoing descriptions are qualified in their entirety by reference to the 2010 Plan filed as an exhibit hereto, which exhibit is incorporated herein by reference.

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

As stated above in Item 5.02, the 2010 Annual Meeting of Stockholders of the Company (the “Meeting”) was held on December 8, 2010. At the Meeting, the stockholders took the following actions: (i) elected each of Virginia G. Breen, Edward E. Lucente and Joseph M. O’Donnell to serve as a Class II director until the 2013 Annual Meeting of Stockholders; (ii) adopted the Company’s 2010 Incentive Award Plan; and (iii) ratified the appointment of KPMG LLP as the Company’s independent registered public accounting firm for the current fiscal year.

The Company’s independent inspector of election certified the following vote tabulations:

1. Election of Class II directors, whose terms expire at the 2013 Annual Meeting of Stockholders:

<u>Nominee</u>	<u>For</u>	<u>Withheld</u>	<u>Broker Non-Votes</u>
Virginia G. Breen	23,185,287	804,645	11,181,990
Edward E. Lucente	21,389,574	2,600,358	11,181,990
Joseph M. O’Donnell	23,192,009	797,923	11,181,990

In addition to the directors elected at the Meeting, the terms of office of the following directors continued after the Meeting: Jeffrey J. Fenton, Thomas H. Johnson, Francis J. Jules, Joseph C. Lawler and Michael J. Mardy.

2. Adoption of 2010 Incentive Award Plan:

<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Broker Non-Votes</u>
19,021,960	4,483,993	483,979	11,181,990

3. Ratification of appointment of KPMG LLP:

<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Broker Non-Votes</u>
34,475,007	501,318	195,597	0

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The exhibits listed in the Exhibit Index below are filed with this report.

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ModusLink Global Solutions, Inc.

Date: December 14, 2010

By: /s/ Steven G. Crane

Steven G. Crane

Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	ModusLink Global Solutions, Inc. 2010 Incentive Award Plan is incorporated herein by reference to Appendix I to the Registrant's Definitive Schedule 14A filed October 26, 2010 (File No. 000-23262).
10.2	Form of Restricted Stock Agreement Granted Under 2010 Incentive Award Plan.
10.3	Form of Restricted Stock Unit Agreement Granted Under 2010 Incentive Award Plan.
10.4	Form of 2010 Incentive Award Plan Non-Statutory Stock Option Certificate.
10.5	Form of 2010 Incentive Award Plan Incentive Stock Option Certificate.

ModusLink Global Solutions, Inc.

Restricted Stock Agreement
Granted Under 2010 Incentive Award Plan

AGREEMENT made as of the [_____] day of [____], 200[___] (the "Grant Date") between ModusLink Global Solutions, Inc., a Delaware corporation (the "Company"), and [_____] (the "Participant").

For past services rendered and other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Grant of Shares.

The Company hereby grants to the Participant, subject to the terms and conditions set forth in this Agreement and in the Company's 2010 Incentive Award Plan (the "Plan"), [_____] shares (the "Shares") of common stock, \$0.01 par value, of the Company ("Common Stock"). The Participant agrees that the Shares shall be subject to forfeiture as set forth in Section 2 of this Agreement and the restrictions on transfer set forth in Section 3 of this Agreement.

2. Forfeiture.

(a) In the event that the Participant ceases to be employed by the Company for any reason or no reason, with or without cause, prior to [____], 200[___], all of the Unvested Shares (as defined below) shall be forfeited.

"Unvested Shares" means the total number of Shares multiplied by the Applicable Percentage at the time the Participant ceases to be employed by the Company. The "Applicable Percentage" shall be (i) 100% during the 12-month period ending _____, (ii) 66-2/3% during the 12-month period ending _____, (iii) 33-1/3% during the 12-month period ending _____ and (iv) zero after _____.

(b) For purposes of this Agreement, employment with the Company shall include employment with a parent or subsidiary of the Company.

3. Restrictions on Transfer.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any Shares, or any interest therein, that would be Unvested Shares if the Participant were to cease to be employed by the Company at the time of the transfer, except that the Participant may transfer such Shares (i) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Board of Directors (collectively, "Approved Relatives") or to a trust established solely for the benefit of the Participant and/or Approved Relatives, provided that such Shares shall remain subject to this Agreement (including without limitation the forfeiture provisions of Section 2 and the restrictions on transfer set forth in this Section 3) and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement or (ii) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation), provided that, in accordance with the Plan, the securities or other property received by the Participant in connection with such transaction shall remain subject to this Agreement.

4. Escrow.

The Participant shall, upon the execution of this Agreement, execute Joint Escrow Instructions in the form attached to this Agreement as Exhibit A. The Joint Escrow Instructions shall be delivered to the Secretary of the Company, as escrow agent thereunder. The Participant shall deliver to such escrow agent a stock assignment duly endorsed in blank, in the form attached to this Agreement as Exhibit B, and hereby instructs the Company to deliver to such escrow agent, on behalf of the Participant, the certificate(s) evidencing the Shares issued hereunder. Such materials shall be held by such escrow agent pursuant to the terms of such Joint Escrow Instructions.

5. Restrictive Legends.

All certificates representing Shares shall have affixed thereto a legend in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

“The shares of stock represented by this certificate are subject to restrictions on transfer and a risk of forfeiture as set forth in a certain Restricted Stock Agreement between the corporation and the registered owner of these shares (or his or her predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation.”

6. Provisions of the Plan.

(a) This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

(b) As provided in the Plan, upon the occurrence of a Business Combination (as defined in the Plan), all rights of the Company hereunder shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Shares were converted into or exchanged for pursuant to such Business Combination in the same manner and to the same extent as they applied to the Shares under this Agreement. If, in connection with a Business Combination, a portion of the cash, securities and/or other property received upon the conversion or exchange of the Shares is to be placed into escrow to secure indemnification or similar obligations, the mix between the vested and unvested portion of such cash, securities and/or other property that is placed into escrow shall be the same as the mix between the vested and unvested portion of such cash, securities and/or other property that is not subject to escrow.

7. Withholding Taxes; Section 83(b) Election.

(a) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or

other taxes of any kind required by law to be withheld with respect to the vesting of the Shares. The Participant shall satisfy such tax withholding obligations by either (i) making a cash payment to the Company on the date of vesting of the Shares, in the amount of the Company's withholding obligation in connection with the vesting of such Shares or (ii) at the option of the Participant, satisfy such tax withholding obligations by transferring to the Company, on each date on which Shares vest under this Agreement, such number of shares of Common Stock (including Shares that vest on such date) as have a fair market value (calculated using the last reported sale price of the common stock of the Company on the NASDAQ Global Market (or such other market or exchange on which the Company's Common Stock is then listed, if it is not then listed on the NASDAQ Global Market) on the vesting date) equal to the amount of the Company's tax withholding obligation in connection with the vesting of such Shares. To effect such delivery of Common Stock, the Participant hereby authorizes the Company to take any actions necessary or appropriate to cancel any certificate(s) representing such Common Stock and transfer ownership of such shares of Common Stock to the Company; and if the Company or its transfer agent requires an executed stock power or similar confirmatory instrument in connection with such cancellation and transfer, the Participant shall promptly execute and deliver the same to the Company.

(b) The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of the transactions contemplated by this Agreement. The Participant understands that it may be beneficial in many circumstances to elect to be taxed at the time the Shares are granted rather than when and as the risk of forfeiture lapses by filing an election under Section 83(b) of the Code with the I.R.S. within 30 days from the date of grant.

THE PARTICIPANT ACKNOWLEDGES THAT IT IS THE PARTICIPANT'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b), EVEN IF THE PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE PARTICIPANT'S BEHALF.

8. Miscellaneous.

(a) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the Shares pursuant to Section 2 hereof is earned only by continuing service as an employee at the will of the Company (not through the act of being hired or being granted shares hereunder). The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(b) 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, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(c) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 3 of this Agreement.

(e) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 8(e).

(f) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

(h) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Participant.

(i) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ModusLink Global Solutions, Inc.

By: _____
Name: _____
Title: _____

[Name of Participant]
Address: _____

ModusLink Global Solutions, Inc.

Joint Escrow Instructions

[____], 200[__]

Secretary
ModusLink Global Solutions, Inc.
1100 Winter Street
Waltham, MA 02451

Dear Sir:

As Escrow Agent for ModusLink Global Solutions, Inc., a Delaware corporation, and its successors in interest under the Restricted Stock Agreement (the "Agreement") of even date herewith, to which a copy of these Joint Escrow Instructions is attached (the "Company"), and the undersigned person ("Holder"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of the Agreement in accordance with the following instructions:

1. Appointment. Holder irrevocably authorizes the Company to deposit with you any certificates evidencing Shares (as defined in the Agreement) to be held by you hereunder and any additions and substitutions to said Shares. For purposes of these Joint Escrow Instructions, "Shares" shall be deemed to include any additional or substitute property. Holder does hereby irrevocably constitute and appoint you as his attorney-in-fact and agent for the term of this escrow to execute with respect to such Shares all documents necessary or appropriate to make such Shares negotiable and to complete any transaction herein contemplated. Subject to the provisions of this paragraph 1 and the terms of the Agreement, Holder shall exercise all rights and privileges of a stockholder of the Company while the Shares are held by you.

2. Forfeiture.

Upon any forfeiture of the Shares pursuant to the Agreement, the Company shall give to Holder and you a written notice of forfeiture. Holder and the Company hereby irrevocably authorize and direct you to deliver the forfeited Shares to the Company in accordance with the terms of said notice.

3. Withdrawal. The Holder shall have the right to withdraw from this escrow any Shares that are not Unvested Shares (as defined in the Agreement).

4. Duties of Escrow Agent.

(a) Your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

(b) You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact of Holder while acting in good faith and in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

(c) You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or Company, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case you obey or comply with any such order, judgment or decree of any court, you shall not be liable to any of the parties hereto or to any other person, firm or Company by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

(d) You shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

(e) You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligations hereunder and may rely upon the advice of such counsel.

(f) Your rights and responsibilities as Escrow Agent hereunder shall terminate if (i) you cease to be Secretary of the Company or (ii) you resign by written notice to each party. In the event of a termination under clause (i), your successor as Secretary shall become Escrow Agent hereunder; in the event of a termination under clause (ii), the Company shall appoint a successor Escrow Agent hereunder.

(g) If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

(h) It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities held by you hereunder, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

(i) These Joint Escrow Instructions set forth your sole duties with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into these Joint Escrow Instructions against you.

(j) The Company shall indemnify you and hold you harmless against any and all damages, losses, liabilities, costs, and expenses, including attorneys' fees and disbursements, for anything done or omitted to be done by you as Escrow Agent in connection with this Agreement or the performance of your duties hereunder, except such as shall result from your gross negligence or willful misconduct.

5. Notice. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to each of the other parties thereunto entitled at the following addresses, or at such other addresses as a party may designate by ten days' advance written notice to each of the other parties hereto.

COMPANY:	Notices to the Company shall be sent to the address set forth in the salutation hereto, Attn: President
HOLDER:	Notices to Holder shall be sent to the address set forth below Holder's signature below.
ESCROW AGENT:	Notices to the Escrow Agent shall be sent to the address set forth in the salutation hereto.

6. Miscellaneous.

(a) By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions, and you do not become a party to the Agreement.

(b) This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

* * * * *

Very truly yours,

ModusLink Global Solutions, Inc.

By: _____

Name:

Title:

HOLDER:

(Signature)

Print Name

Address: _____

Date Signed: _____

ESCROW AGENT:

(STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE)

FOR VALUE RECEIVED, I hereby sell, assign and transfer unto ModusLink Global Solutions, Inc. _____ (_____) shares of Common Stock, \$0.01 par value per share, of ModusLink Global Solutions, Inc. (the "Corporation") standing in my name on the books of the Corporation represented by Certificate(s) Number _____ herewith, and do hereby irrevocably constitute and appoint _____ as attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

Dated: _____

IN PRESENCE OF:

NOTICE: The signature(s) to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration, enlargement, or any change whatever and must be guaranteed by a commercial bank, trust company or member firm of the Boston, New York or Midwest Stock Exchange.

ModusLink Global Solutions, Inc.

Restricted Stock Unit Agreement
Granted Under 2010 Incentive Award Plan

AGREEMENT made as of the [_____] day of [____], 200[___] (the "Grant Date") between ModusLink Global Solutions, Inc., a Delaware corporation (the "Company"), and [_____] (the "Participant").

For past services rendered and other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Grant of RSUs.

The Company hereby grants to the Participant, subject to the terms and conditions set forth in this Agreement and in the Company's 2010 Incentive Award Plan (the "Plan"), [_____] restricted stock units ("Restricted Stock Units" or "RSUs"). Each Restricted Stock Unit represents the right to receive one share of common stock, \$0.01 par value, of the Company ("Common Stock") upon vesting of such Restricted Stock Unit. The Participant agrees that the RSUs shall be subject to vesting as set forth in Section 2 of this Agreement and the restrictions on transfer set forth in Section 4 of this Agreement. Unless and until the RSUs will have vested in the manner set forth in Section 2 hereof, Participant will have no right to payment of any such RSUs. Prior to actual payment of any vested RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

2. Vesting.

(a) Subject to Section 2(b) hereof, [33-1/3% of the RSUs will vest and become nonforfeitable on each anniversary of the Grant Date], subject to Participant's continued employment or services through the applicable vesting dates, as a condition to the vesting of the applicable installment of the RSUs and the rights and benefits under this Agreement.

(b) Notwithstanding any contrary provision of this Agreement, upon Participant's termination of employment with the Company for any or no reason, all then unvested RSUs subject to this Agreement will thereupon be automatically forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and Participant, or Participant's beneficiary or personal representative, as the case may be, shall have no further rights hereunder.

(c) For purposes of this Agreement, employment with the Company shall include employment with a parent or subsidiary of the Company.

3. Payment upon Vesting.

As soon as administratively practicable following the vesting of any Restricted Stock Units pursuant to Section 2(a) hereof, but in no event later than sixty (60) days after such vesting date, the Company shall deliver to Participant a number of shares of Common Stock (either by delivering one or more certificates for such shares or by entering such shares in book entry form, as determined by the Company in its sole discretion) equal to the number of Restricted Stock Units subject to this award that vest on the applicable vesting date, unless such Restricted Stock Units terminate prior to the given vesting date pursuant to Section 2(b) hereof

4. Restrictions on Transfer.

(a) No RSU or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of the Participant or his successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, hypothecation, encumbrance, assignment or any other means, whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), any attempted disposition thereof shall be null and void and of no effect; provided however, that this Section 4(a) shall not prevent transfers by will or by the applicable laws of descent and distribution.

(b) Notwithstanding the foregoing, with the prior approval of the Board, the Participant may transfer such RSUs (i) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Board (collectively, "Approved Relatives") or to a trust established solely for the benefit of the Participant and/or Approved Relatives, provided that such RSUs shall remain subject to this Agreement (including without limitation the forfeiture provisions of Section 2 and the restrictions on transfer set forth in this Section 4 and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement or (ii) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation), provided that, in accordance with the Plan, the securities or other property received by the Participant in connection with such transaction shall remain subject to this Agreement.

5. Provisions of the Plan.

(a) This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

(b) In the event of any changes in capitalization of the Company effecting the number or type of outstanding shares of Common Stock as a result of a stock dividend, stock split or otherwise, the Board shall make such equitable adjustments to the number of RSUs awarded to the Participant, the shares subject to such RSUs as the Board deems appropriate in its discretion. Pursuant to the terms of the Plan, upon the occurrence of a Business Combination (as defined in the Plan), the Board may provide that the RSUs be assumed and all rights of the Company hereunder inure to the benefit of the Company's successor.

6. Withholding Taxes.

(a) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting of the RSUs. The Participant shall satisfy such tax withholding obligations by either (i) making a cash payment to the Company on the date of vesting of the RSUs, in the amount of the Company's withholding obligation in connection with the vesting of such RSUs, (ii) for U.S. taxpayers at the option of the Participant, satisfy such tax withholding obligations by transferring to the Company, on each date on which RSUs vest under this Agreement, such number of vested RSUs (or shares of Common Stock) as have a fair market value (calculated using for each such RSU (or share of Common Stock) the last reported sale price of the common stock of the Company on the NASDAQ Global Market (or such other market or exchange on which the Company's Common Stock is then listed, if it is not then listed on the NASDAQ Global Market) on the vesting date) equal to the amount of the Company's tax withholding obligation in connection with the vesting of such RSUs or (iii) such other method as is approved by the Company. To effect such delivery of the vested RSUs or shares of Common Stock, the Participant hereby authorizes the Company to take any actions necessary or appropriate to transfer ownership of such RSUs or to cancel any certificate(s) representing such Common Stock to the Company; and if the Company or its transfer agent requires an executed stock power or similar confirmatory instrument in connection with such transfer or cancellation, the Participant shall promptly execute and deliver the same to the Company.

(b) The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

7. Miscellaneous.

(a) Rights of Stockholder; Dividends. No Participant shall, by virtue of any RSU, be entitled to vote in any Company election, receive any dividend in respect of a RSU or exercise any other rights of a stockholder of the Company. RSUs shall not confer upon any Participant any rights of a stockholder of the Company unless and until any such RSUs have vested and shares of Common Stock have been distributed in respect of such RSUs.

(b) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the RSUs pursuant to Section 2 hereof is earned only by continuing service as an employee at the will of the Company (not through the act of being hired or being granted shares hereunder). The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(c) 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, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(d) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(e) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 4 of this Agreement.

(f) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 7(e).

(g) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(h) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

(i) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Participant.

(j) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws.

(k) Section 409A. The RSUs are not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “Section 409A”). However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Board determines that the RSUs (or any portion thereof) may be subject to Section 409A, the Board shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Board determines are necessary or appropriate either for the RSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ModusLink Global Solutions, Inc.

By: _____
Name: _____
Title: _____

[Name of Participant]

Address: _____

NSO-«nso»

«share» Shares

MODUSLINK GLOBAL SOLUTIONS, INC.
2010 Incentive Award Plan
Non-Statutory Stock Option Certificate

ModusLink Global Solutions, Inc., a Delaware corporation, hereby grants to the Participant named below a Non-Statutory Stock Option to purchase the Number of Shares of Common Stock set forth below (the "Option") pursuant to and subject to the terms and conditions of the Company's 2010 Incentive Award Plan (the "Plan"). The Option shall be subject to the following terms and conditions, **including those set forth in the attached Non-Statutory Stock Option Terms and Conditions** which are incorporated herein by reference and shall be read together with this Non-Statutory Stock Option Certificate as one agreement:

Name of Participant:	«name»	Exercise Price per Share:	«exe_price»
Address:	«address1» «address2»	Date of Grant:	«grant_date»
		Vesting Start Date:	«vest_st_date»
Number of Shares:	«share»	Expiration Date:	«exp_date»

Vesting Schedule: The Option shall become exercisable as follows: (i) 1/4th of the Number of Shares on the date of the first anniversary of the Vesting Start Date (the "One Year Anniversary Date"), plus (ii) an additional 1/48th of the Number of Shares on the date of each successive monthly anniversary of the One Year Anniversary Date (or, where applicable, the last day of the month). The Option shall become exercisable in full on the fourth anniversary of the Vesting Start Date.

The Option shall not be treated as an Incentive Stock Option under Section 422 of the Code. By acceptance of the Option, the Participant agrees to all of the terms and conditions hereof, including, without limitation, those set forth in the Plan, the attached **Non-Statutory Stock Option Terms and Conditions**, and the exhibits and attachments hereto (receipt of which the Participant hereby acknowledges). All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Plan.

ModusLink Global Solutions, Inc.

By: _____
Name:
Title:

ACCEPTED AND AGREED TO:

Signature of Participant

- Attachment
Non-Statutory Stock Option Terms and Conditions
- Exhibit
Exhibit A – Non-Competition Agreement

ModusLink Global Solutions, Inc.
2010 Incentive Award Plan
Non-Statutory Stock Option Terms and Conditions

1. Grant of Option; Option Agreement; Plan.

The Non-Statutory Stock Option evidenced by this Option Agreement (as defined below) (the "Option") is granted pursuant to the terms of the ModusLink Global Solutions, Inc. 2010 Incentive Award Plan (the "Plan"). The terms and conditions contained herein are incorporated by reference into the attached Non-Statutory Stock Option Certificate (the "Certificate"), and are intended to be read together with the Certificate as one agreement (the "Option Agreement"). The Option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with the Option and is also available from the Company. The grant of the Option is subject to and conditioned upon the Participant's execution and delivery to the Company of a Non-Competition Agreement in the form attached to the Certificate as Exhibit A. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Plan. Except where the context otherwise requires, the term "Participant" as used herein shall be deemed to include any person who acquires the right to exercise the Option validly under the terms of the Option Agreement.

2. Number of Shares; Exercise; Exercise Price.

The Participant may exercise the Option for no more than the aggregate Number of Shares set forth in the Certificate. The right to exercise the Option shall be cumulative so that to the extent the Option is not exercised in any period to the maximum extent permissible under the Option Agreement, it shall continue to be exercisable, in whole or in part, with respect to all shares for which it is vested until the earlier to occur of the Expiration Date set forth in the Certificate or the termination of the Option under Section 6 hereof. The Participant may purchase less than the Number of Shares covered by the Option Agreement, provided that no exercise of the Option may be for any fractional share. The Option may not be exercised as to any shares after the Expiration Date set forth in the Certificate. The exercise price to be paid for each share of Common Stock issued upon exercise of the whole or any part of this Option is the Exercise Price per Share set forth in the Certificate.

3. Vesting Schedule.

If the Participant has at all times since the Date of Grant of the Option (as set forth in the Certificate) served the Company in the capacity of an employee, officer, director, consultant or advisor (such service being referred to herein as maintaining or being involved in a "Business Relationship" with the Company) through a particular date indicated in the Vesting Schedule set forth in the Certificate, the Participant may exercise the Option on or after such date for the number of shares of Common Stock indicated in such Vesting Schedule (if any), less the aggregate number of shares of Common Stock issued to the Participant upon exercise of the Option prior thereto. For purposes of this Agreement, the Participant's Business Relationship with the Company shall include any Business Relationship between the Participant and a subsidiary of the Company.

4. Method of Exercise.

As a condition to exercising the Option, the Participant shall execute and deliver to the Company and cause the Company to receive a written notice of exercise (the "Exercise Notice") specifying the number of shares with respect to which the Option is being exercised, accompanied by payment of the aggregate exercise price for such shares (and

applicable withholding taxes pursuant to Section 7 hereof), in cash, by check or in such other form as permitted by the Plan. The Exercise Notice shall be in the form attached hereto as Schedule I or in such other form as is acceptable to the Company. As soon as practicable following receipt by the Company of the Exercise Notice and payment of the aggregate exercise price (and applicable withholding taxes), the Company will deliver to the Participant (or its designee) a certificate representing the number of shares with respect to which the Option is being exercised.

5. Option Not Transferable.

The Option (i) may not be sold, assigned, transferred, pledged or otherwise encumbered in any manner whatsoever by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and (ii) shall be exercisable, during the Participant's lifetime, only by the Participant.

6. Exercise of Option.

(a) Continuous Business Relationship with the Company Required. Except as otherwise provided in this Section 6, the Option may not be exercised unless the Participant, at the time he or she exercises the Option, is, and has been at all times since the Date of Grant, in a Business Relationship with the Company.

(b) Termination of Business Relationship with the Company. If the Participant ceases to be involved in a Business Relationship with the Company for any reason, then, except as provided in paragraphs (c) and (d) below, the right to exercise the Option shall terminate one month after the date of such cessation (but in no event after the Expiration Date), provided that the Option shall be exercisable only to the extent that the Participant was entitled to exercise the Option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Expiration Date, violates the non-competition, non-solicitation or confidentiality provisions of any employment contract, non-competition agreement, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise the Option shall terminate immediately.

(c) Exercise Period Upon Death or Disability. If the Participant ceases to be involved in a Business Relationship with the Company due to the death or "disability" (within the meaning of Section 22(e)(3) of the Code) of the Participant prior to the Expiration Date, the Participant's right to exercise the Option shall terminate six months after the date of such cessation, provided that the Option shall be exercisable only to the extent that the Option was exercisable by the Participant on the date of such cessation, and provided further that the Option shall not be exercisable after the Expiration Date.

(d) Discharge for Cause. If the Company terminates the Participant's Business Relationship with the Company for Cause (as defined below), the Participant's right to exercise the Option shall terminate immediately upon the effective date of such termination. "Cause" shall mean a good faith finding by the Company of the Participant's (i) commission of gross negligence or willful misconduct in connection with the performance of the duties or responsibilities of his or her Business Relationship with the Company, (ii) failure to perform the duties or responsibilities required pursuant to his or her Business Relationship with the Company, (iii) misappropriation of the assets or business opportunities of the Company or any of its affiliates, (iv) commission of embezzlement or other financial fraud, (v) knowing allowance of any third party to commit any of the acts

described in clauses (iii) or (iv) above, or (vi) indictment for, conviction of, or entry of a plea of no contest with respect to, any felony. The Participant shall be considered to have been terminated for Cause if the Company determines, in its sole discretion, within 30 days after the Participant's resignation or the cessation or termination of the Participant's Business Relationship with the Company, that discharge for Cause was warranted.

7. Payment of Withholding Taxes.

It shall be a condition to exercising an Option that, and no shares will be issued pursuant to the exercise of the Option unless and until, the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of the Option.

Schedule

Schedule I – Form of Notice of Exercise

ISO-«iso»

«share» Shares

MODUSLINK GLOBAL SOLUTIONS, INC.
2010 Incentive Award Plan
Incentive Stock Option Certificate

ModusLink Global Solutions, Inc., a Delaware corporation, hereby grants to the Participant named below an Incentive Stock Option to purchase the Number of Shares of Common Stock set forth below (the "Option") pursuant to and subject to the terms and conditions of the Company's 2010 Incentive Award Plan (the "Plan"). The Option shall be subject to the following terms and conditions, **including those set forth in the attached Incentive Stock Option Terms and Conditions** which are incorporated herein by reference and shall be read together with this Incentive Stock Option Certificate as one agreement:

Name of Participant:	«name»	Exercise Price per Share:	«exe_price»
Address:	«address1» «address2»	Date of Grant:	«grant_date»
		Vesting Start Date:	«vest_st_date»
Number of Shares:	«share»	Expiration Date:	«exp_date»

Vesting Schedule: The Option shall become exercisable as follows: (i) 1/4th of the Number of Shares on the date of the first anniversary of the Vesting Start Date (the "One Year Anniversary Date"), plus (ii) an additional 1/48th of the Number of Shares on the date of each successive monthly anniversary of the One Year Anniversary Date (or, where applicable, the last day of the month). The Option shall become exercisable in full on the fourth anniversary of the Vesting Start Date.

The Option is intended to be treated as an Incentive Stock Option under Section 422 of the Code. The Company shall have no liability to the Participant, or any other party, if the Option (or any part hereof) is not an Incentive Stock Option. By acceptance of the Option, the Participant agrees to all of the terms and conditions hereof, including, without limitation, those set forth in the Plan, the attached **Incentive Stock Option Terms and Conditions**, and the exhibits and attachments hereto (receipt of which the Participant hereby acknowledges). All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Plan.

ModusLink Global Solutions, Inc.

By: _____
Name:
Title:

ACCEPTED AND AGREED TO:

Signature of Participant

Attachment
Incentive Stock Option Terms and Conditions

Exhibit
Exhibit A – Non-Competition Agreement

ModusLink Global Solutions, Inc.
2010 Incentive Award Plan
Incentive Stock Option Terms and Conditions

1. Grant of Option; Option Agreement; Plan.

The Incentive Stock Option evidenced by this Option Agreement (as defined below) (the "Option") is granted pursuant to the terms of the ModusLink Global Solutions, Inc. 2010 Incentive Award Plan (the "Plan"). The terms and conditions contained herein are incorporated by reference into the attached Incentive Stock Option Certificate (the "Certificate"), and are intended to be read together with the Certificate as one agreement (the "Option Agreement"). The Option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with the Option and is also available from the Company. The grant of the Option is subject to and conditioned upon the Participant's execution and delivery to the Company of a Non-Competition Agreement in the form attached to the Certificate as Exhibit A. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Plan. Except where the context otherwise requires, the term "Participant" as used herein shall be deemed to include any person who acquires the right to exercise the Option validly under the terms of the Option Agreement.

2. Number of Shares; Exercise; Exercise Price.

The Participant may exercise the Option for no more than the aggregate Number of Shares set forth in the Certificate. The right to exercise the Option shall be cumulative so that to the extent the Option is not exercised in any period to the maximum extent permissible under the Option Agreement, it shall continue to be exercisable, in whole or in part, with respect to all shares for which it is vested until the earlier to occur of the Expiration Date set forth in the Certificate or the termination of the Option under Section 6 hereof. The Participant may purchase less than the Number of Shares covered by the Option Agreement, provided that no exercise of the Option may be for any fractional share. The Option may not be exercised as to any shares after the Expiration Date set forth in the Certificate. The exercise price to be paid for each share of Common Stock issued upon exercise of the whole or any part of this Option is the Exercise Price per Share set forth in the Certificate.

3. Vesting Schedule.

If the Participant has at all times since the Date of Grant of the Option (as set forth in the Certificate) served the Company in the capacity of an employee (such service being referred to herein as maintaining or being involved in a "Business Relationship" with the Company) through a particular date indicated in the Vesting Schedule set forth in the Certificate, the Participant may exercise the Option on or after such date for the number of shares of Common Stock indicated in such Vesting Schedule (if any), less the aggregate number of shares of Common Stock issued to the Participant upon exercise of the Option prior thereto. For purposes of this Agreement, the Participant's Business Relationship with the Company shall include any Business Relationship between the Participant and a subsidiary of the Company.

4. Method of Exercise.

As a condition to exercising the Option, the Participant shall execute and deliver to the Company and cause the Company to receive a written notice of exercise (the "Exercise Notice") specifying the number of shares with respect to which the Option is being exercised, accompanied by payment of the aggregate exercise price for such shares (and applicable withholding taxes pursuant to

Section 7 hereof), in cash, by check or in such other form as permitted by the Plan. The Exercise Notice shall be in the form attached hereto as Schedule I or in such other form as is acceptable to the Company. As soon as practicable following receipt by the Company of the Exercise Notice and payment of the aggregate exercise price (and applicable withholding taxes), the Company will deliver to the Participant (or its designee) a certificate representing the number of shares with respect to which the Option is being exercised.

5. Option Not Transferable.

The Option (i) may not be sold, assigned, transferred, pledged or otherwise encumbered in any manner whatsoever by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and (ii) shall be exercisable, during the Participant's lifetime, only by the Participant.

6. Exercise of Option.

(a) Continuous Business Relationship with the Company Required. Except as otherwise provided in this Section 6, the Option may not be exercised unless the Participant, at the time he or she exercises the Option, is, and has been at all times since the Date of Grant, in a Business Relationship with the Company.

(b) Termination of Business Relationship with the Company. If the Participant ceases to be involved in a Business Relationship with the Company for any reason, then, except as provided in paragraphs (c) and (d) below, the right to exercise the Option shall terminate one month after the date of such cessation (but in no event after the Expiration Date), provided that the Option shall be exercisable only to the extent that the Participant was entitled to exercise the Option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Expiration Date, violates the non-competition, non-solicitation or confidentiality provisions of any employment contract, non-competition agreement, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise the Option shall terminate immediately.

(c) Exercise Period Upon Death or Disability. If the Participant ceases to be involved in a Business Relationship with the Company due to the death or "disability" (within the meaning of Section 22(e)(3) of the Code) of the Participant prior to the Expiration Date, the Participant's right to exercise the Option shall terminate six months after the date of such cessation, provided that the Option shall be exercisable only to the extent that the Option was exercisable by the Participant on the date of such cessation, and provided further that the Option shall not be exercisable after the Expiration Date.

(d) Discharge for Cause. If the Company terminates the Participant's Business Relationship with the Company for Cause (as defined below), the Participant's right to exercise the Option shall terminate immediately upon the effective date of such termination. "Cause" shall mean a good faith finding by the Company of the Participant's (i) commission of gross negligence or willful misconduct in connection with the performance of the duties or responsibilities of his or her Business Relationship with the Company, (ii) failure to perform the duties or responsibilities required pursuant to his or her Business Relationship with the Company, (iii) misappropriation of the assets or business opportunities of the Company or any of its affiliates, (iv) commission of embezzlement or other financial fraud, (v) knowing allowance of any third party to commit any of the acts described in clauses (iii) or (iv) above, or

(vi) indictment for, conviction of, or entry of a plea of no contest with respect to, any felony. The Participant shall be considered to have been terminated for Cause if the Company determines, in its sole discretion, within 30 days after the Participant's resignation or the cessation or termination of the Participant's Business Relationship with the Company, that discharge for Cause was warranted.

7. Payment of Withholding Taxes.

It shall be a condition to exercising an Option that, and no shares will be issued pursuant to the exercise of the Option unless and until, the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of the Option.

Schedule

Schedule I – Form of Notice of Exercise