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**UNITED STATES SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549  
**Form 10-Q**

(Mark One)

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

For the quarterly period ended June 28, 2024

or

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 0-23354

**FLEX LTD.**

(Exact name of registrant as specified in its charter)

**Singapore**

(State or other jurisdiction of  
incorporation or organization)

**2 Changi South Lane,  
Singapore**

(Address of principal executive offices)

**Not Applicable**

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

**486123**

(Zip Code)

**(65) 6876-9899**

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, No Par Value	FLEX	The Nasdaq Stock Market LLC

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

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

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

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

The number of shares of the registrant's ordinary shares outstanding as of July 19, 2024 was 397,071,279.

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**FLEX LTD.**

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**PART I. FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS**

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Shareholders of Flex Ltd., Singapore

**Results of Review of Interim Financial Information**

We have reviewed the accompanying condensed consolidated balance sheet of Flex Ltd. and its subsidiaries (the “Company”) as of June 28, 2024, the related condensed consolidated statements of operations, comprehensive income, noncontrolling interest and shareholders’ equity, and cash flows for the three-month periods ended June 28, 2024 and June 30, 2023, and the related notes (collectively referred to as the “interim financial information”). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying interim financial information for it to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheet of the Company as of March 31, 2024 and the related consolidated statements of operations, comprehensive income, redeemable noncontrolling interest and shareholders’ equity, and cash flows for the year then ended (not presented herein); and in our report dated May 17, 2024, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated balance sheet as of March 31, 2024 is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

**Basis for Review Results**

This interim financial information is the responsibility of the Company’s management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our reviews in accordance with standards of the PCAOB. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ DELOITTE & TOUCHE LLP  
San Jose, California  
July 26, 2024

**FLEX LTD.****CONDENSED CONSOLIDATED BALANCE SHEETS**

	As of June 28, 2024	As of March 31, 2024
	(In millions, except share amounts) (Unaudited)	
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 2,243	\$ 2,474
Accounts receivable, net of allowance of \$11 and \$12, respectively	2,952	3,033
Contract assets	457	249
Inventories	5,839	6,205
Other current assets	1,057	1,031
Total current assets	12,548	12,992
Property and equipment, net	2,228	2,269
Operating lease right-of-use assets, net	573	601
Goodwill	1,139	1,135
Other intangible assets, net	230	245
Other non-current assets	1,019	1,015
Total assets	\$ 17,737	\$ 18,257
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities:		
Bank borrowings and current portion of long-term debt	\$ 543	\$ —
Accounts payable	4,726	4,468
Accrued payroll and benefits	428	488
Deferred revenue and customer working capital advances	2,265	2,615
Other current liabilities	1,007	968
Total current liabilities	8,969	8,539
Long-term debt, net of current portion	2,672	3,261
Operating lease liabilities, non-current	463	490
Other non-current liabilities	637	642
Total liabilities	12,741	12,932
Shareholders' equity		
Ordinary shares, no par value; 1,500,000,000 authorized, 399,382,891 and 408,101,772 issued, and 399,382,891 and 408,101,772 outstanding, respectively	4,649	5,074
Accumulated earnings	585	446
Accumulated other comprehensive loss	(238)	(195)
Total shareholders' equity	4,996	5,325
Total liabilities and shareholders' equity	\$ 17,737	\$ 18,257

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

**FLEX LTD.**
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**

	Three-Month Periods Ended	
	June 28, 2024	June 30, 2023
	(In millions, except per share amounts) (Unaudited)	
Net sales	\$ 6,314	\$ 6,892
Cost of sales	5,827	6,399
Restructuring charges	16	17
Gross profit	471	476
Selling, general and administrative expenses	213	235
Restructuring charges	9	6
Intangible amortization	16	20
Operating income	233	215
Interest expense	56	56
Interest income	16	16
Other charges (income), net	1	11
Income from continuing operations before income taxes	192	164
Provision for income taxes	53	17
Net income from continuing operations	139	147
Net income from discontinued operations, net of tax	—	64
Net income	139	211
Net income attributable to noncontrolling interest	—	25
Net income attributable to Flex Ltd.	\$ 139	\$ 186
Basic earnings per share from continuing operations	\$ 0.35	\$ 0.33
Basic earnings per share from discontinued operations	—	0.09
Basic earnings per share attributable to the shareholders of Flex Ltd.	\$ 0.35	\$ 0.42
Diluted earnings per share from continuing operations	\$ 0.34	\$ 0.32
Diluted earnings per share from discontinued operations	—	0.09
Diluted earnings per share attributable to the shareholders of Flex Ltd.	\$ 0.34	\$ 0.41
Weighted-average shares used in computing per share amounts:		
Basic	402	447
Diluted	411	455

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

**FLEX LTD.****CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

	Three-Month Periods Ended	
	June 28, 2024	June 30, 2023
	(In millions) (Unaudited)	
Net income	\$ 139	\$ 211
Other comprehensive income (loss), net of tax:		
Foreign currency translation adjustments	(16)	(9)
Unrealized gain (loss) on derivative instruments and other	(27)	34
Comprehensive income	\$ 96	\$ 236
Comprehensive income attributable to noncontrolling interest	—	25
Comprehensive income attributable to Flex Ltd.	\$ 96	\$ 211

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



**FLEX LTD.****CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**

	Three-Month Periods Ended	
	June 28, 2024	June 30, 2023
	(In millions) (Unaudited)	
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income	\$ 139	\$ 211
Depreciation, amortization and other impairment charges	126	133
Changes in working capital and other, net	75	(338)
Net cash provided by operating activities	<u>340</u>	<u>6</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of property and equipment	(111)	(167)
Proceeds from the disposition of property and equipment	3	11
Acquisition of businesses, net of cash acquired	2	—
Other investing activities, net	24	1
Net cash used in investing activities	<u>(82)</u>	<u>(155)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from bank borrowings and long-term debt	—	2
Repayments of bank borrowings and long-term debt	(41)	(243)
Payments for repurchases of ordinary shares	(457)	(197)
Other financing activities, net	30	(48)
Net cash used in financing activities	<u>(468)</u>	<u>(486)</u>
Effect of exchange rates on cash and cash equivalents	(21)	1
Net decrease in cash and cash equivalents	(231)	(634)
Cash and cash equivalents, beginning of period	2,474	3,294
Cash and cash equivalents, end of period	<u>\$ 2,243</u>	<u>\$ 2,660</u>
<b>Non-cash investing activities:</b>		
Unpaid purchases of property and equipment	\$ 69	\$ 158
Right-of-use assets obtained in exchange of operating lease liabilities	14	37

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



**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(Unaudited)**

**1. ORGANIZATION OF THE COMPANY AND BASIS OF PRESENTATION**

***Organization of the Company***

Flex Ltd. ("Flex" or the "Company") is the advanced, end-to-end manufacturing partner of choice that helps market-leading brands design, build, deliver and manage innovative products that improve the world. Through the collective strength of a global workforce across approximately 30 countries with responsible, sustainable operations, Flex supports our customers' entire product lifecycle with a broad array of services in every major region. The Company's full suite of specialized capabilities include design and engineering, supply chain, manufacturing, post-production and post-sale services. Flex partners with customers across a diverse set of industries including cloud, communications, enterprise, automotive, industrial, consumer devices, lifestyle, healthcare, and energy. As of June 28, 2024, Flex's two operating and reportable segments were as follows:

- Flex Agility Solutions ("FAS"), which is comprised of the following end markets:
  - *Communications, Enterprise and Cloud*, including data infrastructure, edge infrastructure and communications infrastructure
  - *Lifestyle*, including appliances, consumer packaging, floorcare, micro mobility and audio
  - *Consumer Devices*, including mobile and high velocity consumer devices.
- Flex Reliability Solutions ("FRS"), which is comprised of the following end markets:
  - *Automotive*, including next generation mobility, autonomous, connectivity, electrification, and smart technologies
  - *Health Solutions*, including medical devices, medical equipment and drug delivery
  - *Industrial*, including capital equipment, industrial devices, embedded and critical power offerings, and renewables and grid edge.

The Company's service offerings include a comprehensive range of value-added design and engineering services that are tailored to the various markets and needs of its customers. Other focused service offerings relate to manufacturing (including enclosures, metals, plastic injection molding, precision plastics, machining, and mechanicals), system integration and assembly and test services, materials procurement, inventory management, logistics and after-sales services (including product repair, warranty services, re-manufacturing and maintenance), supply chain management software solutions and component product offerings (including flexible printed circuit boards and power adapters and chargers).

***Basis of Presentation and Principles of Consolidation***

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP" or "GAAP") for interim financial information and in accordance with the requirements of Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements, and should be read in conjunction with the Company's audited consolidated financial statements as of and for the fiscal year ended March 31, 2024 contained in the Company's Annual Report on Form 10-K. In the opinion of management, all adjustments (consisting only of normal recurring adjustments) considered necessary for a fair statement have been included. Operating results for the three-month period ended June 28, 2024 are not necessarily indicative of the results that may be expected for the fiscal year ending March 31, 2025.

The first quarters for fiscal years 2025 and 2024 ended on June 28, 2024, which is comprised of 89 days in the period, and June 30, 2023, which is comprised of 91 days, respectively.

The accompanying unaudited condensed consolidated financial statements include the accounts of Flex and its subsidiaries, after elimination of intercompany accounts and transactions. The Company consolidates subsidiaries and investments in entities in which the Company has a controlling interest. For the consolidated subsidiaries in which the Company owns less than 100%, the Company recognizes a noncontrolling interest for the ownership of the noncontrolling owners.

On January 2, 2024, Flex completed its spin-off (the "Spin-off") of its remaining interest in Nextracker Inc. ("Nextracker"). After the Spin-off, Flex no longer consolidates the financial results of Nextracker within its financial results of continuing operations. For all the periods prior to the Spin-off, the financial results of Nextracker are presented as net earnings from discontinued operations in the condensed consolidated statements of operations and unless otherwise indicated Flex's disclosures are presented on a continuing operations basis. The historical statements of comprehensive income and cash flows

and the balances related to shareholders' equity have not been revised to reflect the Spin-off. See note 6 "Discontinued Operations" for additional information.

### ***Use of Estimates***

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Estimates are used in accounting for, among other things: allowances for doubtful accounts; inventory write-downs; valuation allowances for deferred tax assets; uncertain tax positions; valuation and useful lives of long-lived assets including property, equipment, and intangible assets; valuation of goodwill; valuation of investments in privately held companies; asset impairments; fair values of financial instruments, notes receivable and derivative instruments; restructuring charges; contingencies; warranty provisions; incremental borrowing rates in determining the present value of lease payments; accruals for potential price adjustments arising from customer contracts; fair values of assets obtained and liabilities assumed in business combinations; and the fair values of stock options and restricted share unit awards granted under the Company's stock-based compensation plans. Due to geopolitical conflicts (including the Russian invasion of Ukraine, the Israel-Hamas war, and other geopolitical conflicts), there has been and will continue to be uncertainty and disruption in the global economy and financial markets. The Company has made estimates and assumptions taking into consideration certain possible impacts due to the Russian invasion of Ukraine and the Israel-Hamas war. These estimates may change, as new events occur, and additional information is obtained. Actual results may differ from previously estimated amounts, and such differences may be material to the consolidated financial statements. Estimates and assumptions are reviewed periodically, and the effects of revisions are reflected in the period they occur.

### ***Supplier Finance Programs***

The Company has four supplier finance programs, all of which have substantially similar characteristics, with various financial institutions that act as the paying agent for certain payables of the Company. The Company established these programs through agreements with the financial institutions to enable more efficient payment processing to our suppliers while also providing our suppliers a potential source of liquidity to the extent they choose to sell their receivables to the financial institutions in advance of the due date. Our suppliers' participation in the programs is voluntary, the Company is not involved in negotiations of the suppliers' arrangements with the financial institutions to sell their receivables, and our rights and obligations to our suppliers are not impacted by our suppliers' decisions to sell amounts under these programs. Under these supplier finance programs, the Company pays the financial institutions the stated amount of confirmed invoices from its participating suppliers on the original maturity dates of the invoices. All payment terms are short-term in nature and are not dependent on whether the suppliers participate in the supplier finance programs or if the suppliers elect to receive early payment from the financial institutions. No guarantees are provided by the Company under the supplier finance programs and the Company incurs no costs related to the programs. We have no economic interest in a supplier's decision to participate in the supplier finance programs.

Obligations under these programs are classified within accounts payable on the condensed consolidated balance sheets, with the associated payments reflected in the operating activities section of the condensed consolidated statement of cash flows. The Company's outstanding obligations confirmed as valid under its supplier finance programs as of June 28, 2024 and March 31, 2024 were \$129 million and \$123 million, respectively.

### ***Recently Issued Accounting Pronouncements***

In December 2023, the FASB issued ASU 2023-09 "Income Taxes (Topic 740): Improvements to Income Tax Disclosures", which expands disclosures in an entity's income tax rate reconciliation table and regarding cash taxes paid both in the U.S. and foreign jurisdictions. The guidance is effective for the Company beginning in the fourth quarter of fiscal year 2026. The Company expects the new guidance will have an immaterial impact on its consolidated financial statements, and intends to adopt the guidance prospectively when it becomes effective in the fourth quarter of fiscal year 2026.

In November 2023, the FASB issued ASU 2023-07 "Segment Reporting - Improvements to Reportable Segment Disclosures", which updates reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses and information used to assess segment performance. The guidance is effective for the Company beginning in the fourth quarter of fiscal year 2025, with early adoption permitted. The Company is currently assessing the impact of ASU 2023-07 on its consolidated financial statements, and intends to adopt the guidance retrospectively when it becomes effective in the fourth quarter of fiscal year 2025.

## 2. BALANCE SHEET ITEMS

### *Inventories*

The components of inventories, net of applicable lower of cost and net realizable value write-downs, were as follows:

	As of June 28, 2024		As of March 31, 2024	
	(In millions)			
Raw materials	\$	4,858	\$	5,045
Work-in-progress		516		623
Finished goods		465		537
	\$	5,839	\$	6,205

### *Goodwill and Other Intangible Assets*

During the three-month period ended June 28, 2024, the activity in the Company's goodwill account included approximately \$4 million of foreign currency translation, offset by an approximately \$8 million goodwill addition from an acquisition in the first quarter of fiscal year 2025. For more information, see note 17 "Business Acquisition".

The components of acquired intangible assets are as follows:

	As of June 28, 2024			As of March 31, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
	(In millions)					
Intangible assets:						
Customer-related intangibles	\$ 317	\$ (194)	\$ 123	\$ 316	\$ (186)	\$ 130
Licenses and other intangibles	296	(189)	107	298	(183)	115
Total	\$ 613	\$ (383)	\$ 230	\$ 614	\$ (369)	\$ 245

The gross carrying amounts of intangible assets are removed when fully amortized.

The estimated future annual amortization expense for intangible assets is as follows:

Fiscal Year Ending March 31,	Amount
	(In millions)
2025 (1)	\$ 47
2026	43
2027	36
2028	27
2029	25
Thereafter	52
Total amortization expense	\$ 230

(1) Represents estimated amortization for the remaining fiscal nine-month period ending March 31, 2025.

### *Customer Working Capital Advances*

Customer working capital advances were \$1.9 billion and \$2.2 billion, as of June 28, 2024 and March 31, 2024, respectively. The customer working capital advances are not interest-bearing, do not generally have fixed repayment dates and are generally reduced as the underlying working capital is consumed in production or the customer working capital advance agreement is terminated.

### *Other Non-Current Assets*

Other non-current assets include deferred tax assets of \$652 million and \$644 million as of June 28, 2024 and March 31, 2024, respectively.

### Other Current Liabilities

Other current liabilities include customer-related accruals of \$242 million and \$277 million as of June 28, 2024 and March 31, 2024, respectively.

## 3. REVENUE

### Contract Balances

A contract asset is recognized when the Company has recognized revenue, but not issued an invoice for payment. Contract assets are classified separately on the condensed consolidated balance sheets and transferred to receivables when rights to payment become unconditional and invoiced.

A contract liability is recognized when the Company receives payments in advance of the satisfaction of performance. Contract liabilities, identified as deferred revenue, were \$395 million and \$490 million as of June 28, 2024 and March 31, 2024, respectively, of which \$355 million and \$449 million, respectively, is included in deferred revenue and customer working capital advances under current liabilities.

### Disaggregation of Revenue

The following table presents the Company's revenue disaggregated based on timing of transfer, point in time or over time, for the three-month periods ended June 28, 2024 and June 30, 2023, respectively.

Timing of Transfer	Three-Month Periods Ended	
	June 28, 2024	June 30, 2023
	(In millions)	
<b>FAS</b>		
Point in time	\$ 2,873	\$ 3,436
Over time	492	165
Total	3,365	3,601
<b>FRS</b>		
Point in time	2,633	3,132
Over time	316	159
Total	2,949	3,291
<b>Flex</b>		
Point in time	5,506	6,568
Over time	808	324
Total	\$ 6,314	\$ 6,892

## 4. STOCK-BASED COMPENSATION

### Equity Compensation Plan

Flex historically maintains stock-based compensation plans at a corporate level. The Company granted equity compensation awards under its 2017 Equity Incentive Plan (the "2017 Plan").

### Stock-Based Compensation Expense

The following table summarizes the Company's stock-based compensation expense for the 2017 Plan:

	Three-Month Periods Ended	
	June 28, 2024	June 30, 2023
	(In millions)	
Cost of sales	\$ 8	\$ 7
Selling, general and administrative expenses	24	25
Total stock-based compensation expense	\$ 32	\$ 32

### ***The 2017 Plan***

During the three-month period ended June 28, 2024, the Company granted approximately 3.9 million restricted share unit ("RSU") awards. Of this amount, approximately 2.6 million are plain-vanilla unvested RSU awards that vest over a period of three years, with no performance or market conditions, and with an average grant date price of \$31.93 per award. In addition, approximately 0.3 million unvested shares represent the target amount of grants made to certain key employees whereby vesting is contingent on certain performance conditions, and with an average grant date price of \$31.97 per award. The number of shares contingent on performance conditions that ultimately will vest will range from zero up to a maximum of approximately 0.6 million based on a measurement of the Company's adjusted earnings per share growth over certain specified periods, and will cliff vest after a period of three years, to the extent such performance conditions have been met. Further, approximately 0.3 million unvested shares represent the target amount of grants made to certain key employees whereby vesting is contingent on certain market conditions. The average grant date fair value of these awards contingent on certain market conditions was estimated to be \$42.36 per award and was calculated using a Monte Carlo simulation. The number of shares contingent on market conditions that ultimately will vest will range from zero up to a maximum of approximately 0.6 million based on a measurement of the percentile rank of the Company's total shareholder return over certain specified periods against the Company's peer companies, and will cliff vest after a period of three years, to the extent such market conditions have been met. Finally, the remaining balance of approximately 0.7 million represents the number of shares issued upon the vesting of RSU awards above target levels based on the achievement of certain market and performance conditions for awards granted in fiscal year 2022. These awards were issued and immediately vested in accordance with the terms and conditions of the underlying awards.

As of June 28, 2024, approximately 12.5 million unvested RSU awards under the 2017 Plan were outstanding, of which vesting for a targeted amount of approximately 1.4 million shares is contingent on meeting certain market conditions, and vesting for a targeted amount of approximately 1.4 million shares is contingent on meeting certain performance conditions. The number of shares tied to market conditions that will ultimately be issued can range from zero to approximately 2.8 million based on the achievement levels. The number of shares tied to performance conditions that will ultimately be issued can range from zero to approximately 2.8 million based on the achievement levels. During the three-month period ended June 28, 2024, approximately 1.6 million shares vested in connection with the awards with market and performance conditions granted in fiscal year 2022.

As of June 28, 2024, total unrecognized compensation expense related to unvested RSU awards under the 2017 Plan, was approximately \$250 million, and will be recognized over a weighted-average remaining vesting period of 2.3 years.

## 5. EARNINGS PER SHARE

The following table reflects basic weighted-average ordinary shares outstanding and diluted weighted-average ordinary share equivalents used to calculate basic and diluted earnings per share attributable to the shareholders of Flex:

	Three-Month Periods Ended	
	June 28, 2024	June 30, 2023
(In millions, except per share amounts)		
<b>Numerator:</b>		
Net income from continuing operations	\$ 139	\$ 147
Net income from discontinued operations, net of tax	—	64
Less: Net income attributable to noncontrolling interest	—	25
Net income from discontinued operations attributable to Flex Ltd.	—	39
Total net income attributable to Flex Ltd.	<u>\$ 139</u>	<u>\$ 186</u>
<b>Denominator:</b>		
Weighted-average ordinary shares outstanding - basic	402	447
Weighted-average ordinary share equivalents from RSU awards (1)	9	8
Weighted-average ordinary shares and ordinary share equivalents outstanding - diluted	<u>411</u>	<u>455</u>
<b>Earnings per share - basic</b>		
Continuing operations	\$ 0.35	\$ 0.33
Discontinued operations, net of tax	—	0.09
Total attributable to the shareholders of Flex Ltd.	<u>\$ 0.35</u>	<u>\$ 0.42</u>
<b>Earnings per share - diluted</b>		
Continuing operations	\$ 0.34	\$ 0.32
Discontinued operations, net of tax	—	0.09
Total attributable to the shareholders of Flex Ltd.	<u>\$ 0.34</u>	<u>\$ 0.41</u>

(1) An immaterial amount of RSU awards for the three-month periods ended June 28, 2024 and June 30, 2023, respectively, were excluded from the computation of diluted earnings per share due to their anti-dilutive impact on the weighted-average ordinary share equivalents.

## 6. DISCONTINUED OPERATIONS

On January 2, 2024, the Company completed the Spin-off of its remaining interests in Nextracker. For additional details on the Spin-off, refer to Part I, Item 1, "Business" and note 1, "Organization of The Company" and note 7, "Discontinued Operations" of the notes to the consolidated financial statements in our Annual Report on Form 10-K for the fiscal year ended March 31, 2024. Nextracker's financial results for periods prior to the Spin-off have been reflected in our condensed consolidated statement of operations, retrospectively, as discontinued operations.

The key components of net income from discontinued operations for the three-month period ended June 30, 2023 were as follows:

	June 30, 2023	
	(In millions)	
Net sales (1)	\$	444
Cost of sales (1)		333
Gross Profit		111
Selling, general and administrative expenses		35
Operating income		76
Interest, net		1
Income before income taxes		75
Provision for income taxes		11
Net income from discontinued operations		64
Net income from discontinued operations attributable to noncontrolling interest (2)		25
Net income from discontinued operations attributable to Flex Ltd.	\$	39

(1) Both net sales and cost of sales from discontinued operations includes the effect of intercompany transactions that were eliminated from Flex's condensed consolidated statements of operations of approximately \$36 million for the three-month period ended June 30, 2023.

(2) Net income from discontinued operations attributable to noncontrolling interest represented a share of pre-tax income of \$29 million and of income tax expense of \$4 million for the three-month period ended June 30, 2023. As such, pre-tax income attributable to Flex Ltd. from discontinued operations was \$46 million for the same period.

Details of cash flows from discontinued operations for the three-month period ended June 30, 2023 were as follows:

	June 30, 2023	
	(In millions)	
Net cash provided by discontinued operations operating activities (1)	\$	226
Net cash used in discontinued operations investing activities		(1)

(1) Cash flows from discontinued operations operating activities includes an inflow from intercompany transactions that were eliminated from Flex's consolidated operations of \$10 million for the three-month period ended June 30, 2023.

## 7. BANK BORROWINGS AND LONG-TERM DEBT

Bank borrowings and long-term debt as of June 28, 2024 and March 31, 2024 are as follows:

	Maturity Date	As of June 28, 2024		As of March 31, 2024	
		(In millions)			
4.750% Notes (1)	June 2025	\$	543	\$	584
3.750% Notes (1)	February 2026		681		682
6.000% Notes (1)	January 2028		397		397
4.875% Notes (1)	June 2029		656		657
4.875% Notes (1)	May 2030		680		681
3.600% HUF Bonds	December 2031		269		274
Other			1		1
Debt issuance costs			(12)		(15)
			3,215		3,261
Current portion, net of debt issuance costs			(543)		—
Non-current portion		\$	2,672	\$	3,261

(1) The notes are carried at the principal amount of each note, less any unamortized discount or premium and unamortized debt issuance costs. The notes are the Company's senior unsecured obligations and rank equally with all other existing and future senior unsecured debt obligations

The weighted-average interest rate for the Company's long-term debt was 4.4% and 4.5% as of June 28, 2024 and March 31, 2024, respectively.

Scheduled repayments of the Company's bank borrowings and long-term debt as of June 28, 2024 are as follows:

Fiscal Year Ending March 31,	Amount (In millions)
2025 (1)	\$ —
2026	1,224
2027	—
2028	397
2029	27
Thereafter	1,579
<b>Total</b>	<b>\$ 3,227</b>

(1) Represents estimated repayments for the remaining fiscal nine-month period ending March 31, 2025.

## 8. INTEREST EXPENSE AND INTEREST INCOME

Interest expense and interest income for the three-month periods ended June 28, 2024 and June 30, 2023 are primarily composed of the following:

	Three-Month Periods Ended	
	June 28, 2024	June 30, 2023
	(In millions)	
Interest expenses on debt obligations	\$ 43	\$ 44
AR sale program related expenses	13	12
Interest income	(16)	(16)

## 9. FINANCIAL INSTRUMENTS

### *Foreign Currency Contracts*

The Company enters into short-term and long-term foreign currency derivative contracts, including forward, swap, and options contracts, to hedge only those currency exposures associated with certain assets and liabilities, primarily accounts receivable, accounts payable, debt, and cash flows denominated in non-functional currencies. Gains and losses on the Company's derivative contracts are designed to offset losses and gains on the assets, liabilities and transactions hedged, and accordingly, generally do not subject the Company to risk of significant accounting losses. The Company hedges committed exposures and does not engage in speculative transactions. The credit risk of these derivative contracts is minimized since the contracts are with large financial institutions and, accordingly, fair value adjustments related to the credit risk of the counterparty financial institutions were not material.

As of June 28, 2024, the aggregate notional amount of the Company's outstanding foreign currency derivative contracts was \$8.8 billion as summarized below:



Currency	Notional Contract Value in USD	
	Buy	Sell
	(in millions)	
<b>Cash Flow Hedges</b>		
HUF	\$ 437	\$ —
MXN	515	—
Other	539	27
	<u>1,491</u>	<u>27</u>
<b>Other Foreign Currency Contracts</b>		
CNY	424	89
EUR	1,856	1,705
JPY	16	467
MXN	429	383
MYR	275	115
Other	703	801
	<u>3,703</u>	<u>3,560</u>
<b>Total Notional Contract Value in USD</b>	<u>\$ 5,194</u>	<u>\$ 3,587</u>

As of June 28, 2024, the fair value of the Company's short-term foreign currency contracts was included in other current assets or other current liabilities, as applicable, in the condensed consolidated balance sheets. Certain of these contracts are designed to economically hedge the Company's exposure to monetary assets and liabilities denominated in a non-functional currency and are not accounted for as hedges under the accounting standards. Accordingly, changes in the fair value of these instruments are recognized in earnings during the period of change as a component of other charges (income), net in the condensed consolidated statements of operations. As of June 28, 2024 and March 31, 2024, the Company also has included net deferred gains and losses in accumulated other comprehensive loss, a component of shareholders' equity in the condensed consolidated balance sheets, relating to changes in fair value of its foreign currency contracts that are accounted for as cash flow hedges. The deferred loss was \$10 million as of June 28, 2024, and is expected to be recognized primarily as a component of cost of sales in the condensed consolidated statements of operations over the next twelve-month period, except for the USD HUF cross currency swaps.

The Company entered into USD HUF cross currency swaps in December 2021 to hedge the foreign currency risk on the HUF bonds due December 2031. The fair value of the cross currency swaps was included in other current liabilities and other non-current liabilities as of June 28, 2024, and in other current assets and other non-current liabilities as of March 31, 2024. The changes in fair value of the USD HUF cross currency swaps are reported in accumulated other comprehensive loss. In addition, corresponding amounts are reclassified out of accumulated other comprehensive loss to other charges (income), net to offset the remeasurement of the underlying HUF bond principal, which also impacts the same line.

The following table presents the fair value of the Company's derivative instruments utilized for foreign currency risk management purposes:

Fair Values of Derivative Instruments					
Asset Derivatives			Liability Derivatives		
Balance Sheet Location	Fair Value		Balance Sheet Location	Fair Value	
	June 28, 2024	March 31, 2024		June 28, 2024	March 31, 2024
(In millions)					
<b>Derivatives designated as hedging instruments</b>					
Foreign currency contracts	Other current assets	\$ 7	\$ 45	Other current liabilities	\$ (29) \$ (9)
Foreign currency contracts	Other non-current assets	\$ —	\$ —	Other non-current liabilities	\$ (31) \$ (33)
<b>Derivatives not designated as hedging instruments</b>					
Foreign currency contracts	Other current assets	\$ 22	\$ 14	Other current liabilities	\$ (27) \$ (10)

The Company has financial instruments subject to master netting arrangements, which provide for the net settlement of all contracts with certain counterparties. The Company does not offset fair value amounts for assets and liabilities recognized for derivative instruments under these arrangements, as such, the asset and liability balances presented in the table above reflect the gross amounts of derivatives in the condensed consolidated balance sheets. The impact of netting derivative assets and liabilities is not material to the Company's financial position for any of the periods presented.

#### 10. ACCUMULATED OTHER COMPREHENSIVE LOSS

The changes in accumulated other comprehensive loss by component, net of tax, are as follows:

	Three-Month Periods Ended					
	June 28, 2024			June 30, 2023		
	Unrealized gain (loss) on derivative instruments and other	Foreign currency translation adjustments	Total	Unrealized gain (loss) on derivative instruments and other	Foreign currency translation adjustments	Total
(In millions)						
Beginning balance	\$ 4	\$ (199)	\$ (195)	\$ (14)	\$ (180)	\$ (194)
Other comprehensive gain (loss) before reclassifications	(30)	(16)	(46)	101	(9)	92
Net (gain) loss reclassified from accumulated other comprehensive loss	3	—	3	(67)	—	(67)
Net current-period other comprehensive gain (loss)	(27)	(16)	(43)	34	(9)	25
Ending balance	\$ (23)	\$ (215)	\$ (238)	\$ 20	\$ (189)	\$ (169)

Substantially all unrealized gains and losses relating to derivative instruments and other, reclassified from accumulated other comprehensive loss for the three-month period ended June 28, 2024 were reclassified out of accumulated other comprehensive loss to other charges (income), net and cost of sales in the condensed consolidated statement of operations, which primarily relate to the Company's foreign currency contracts accounted for as cash flow hedges. The tax impacts on the changes in accumulated other comprehensive loss for the three-month periods ended June 28, 2024 and June 30, 2023 were \$13 million and \$2 million, respectively.

## 11. TRADE RECEIVABLES SALES PROGRAMS

The Company sells accounts receivables to certain third-party banking institutions under factoring programs. The outstanding balance of receivables sold and not yet collected on accounts where the Company has continuing involvement was approximately \$0.9 billion and \$0.8 billion as of June 28, 2024 and March 31, 2024, respectively. For the three-month periods ended June 28, 2024 and June 30, 2023, total accounts receivable sold to certain third-party banking institutions was approximately \$1.1 billion and \$0.8 billion, respectively. The receivables that were sold were removed from the condensed consolidated balance sheets and the cash received was included as cash provided by operating activities in the condensed consolidated statements of cash flows.

## 12. FAIR VALUE MEASUREMENT OF ASSETS AND LIABILITIES

Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Company considers the principal or most advantageous market in which it would transact, and it considers assumptions that market participants would use when pricing the asset or liability. The accounting guidance for fair value establishes a fair value hierarchy based on the level of independent, objective evidence surrounding the inputs used to measure fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The fair value hierarchy is as follows:

*Level 1* - Applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities. There were no balances classified as level 1 in the fair value hierarchy as of June 28, 2024 and March 31, 2024.

*Level 2* - Applies to assets or liabilities for which there are inputs other than quoted prices included within level 1 that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in markets with insufficient volume or infrequent transactions (less active markets) such as cash and cash equivalents and money market funds; or model-derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.

The Company values foreign exchange forward contracts using level 2 observable inputs which primarily consist of an income approach based on the present value of the forward rate less the contract rate multiplied by the notional amount.

The Company's cash equivalents include bank time deposits and money market funds, which are valued using level 2 inputs, such as interest rates and maturity periods. Due to their short-term nature, their carrying amount approximates fair value.

The Company has deferred compensation plans for its officers and certain other employees. Amounts deferred under the plans are invested in hypothetical investments selected by the participant or the participant's investment manager. The Company's deferred compensation plan assets are included in other non-current assets on the consolidated balance sheets and include money market funds, mutual funds, corporate and government bonds and certain convertible securities that are valued using prices obtained from various pricing sources. These sources price these investments using certain market indices and the performance of these investments in relation to these indices. As a result, the Company has classified these investments as level 2 in the fair value hierarchy.

*Level 3* - Applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

There were no transfers between levels in the fair value hierarchy during the three-month periods ended June 28, 2024 and June 30, 2023.

### ***Financial Instruments Measured at Fair Value on a Recurring Basis***

The following table presents the Company's assets and liabilities measured at fair value on a recurring basis as of June 28, 2024 and March 31, 2024:

	Fair Value Measurements as of June 28, 2024			
	Level 1	Level 2	Level 3	Total
	(In millions)			
<b>Assets:</b>				
Money market funds and time deposits (included in cash and cash equivalents of the condensed consolidated balance sheet)	\$ —	\$ 799	\$ —	\$ 799
Foreign currency contracts (Note 9)	—	29	—	29
Deferred compensation plan assets:				
Mutual funds, money market accounts and equity securities	—	42	—	42
<b>Liabilities:</b>				
Foreign currency contracts (Note 9)	\$ —	\$ (87)	\$ —	\$ (87)

  

	Fair Value Measurements as of March 31, 2024			
	Level 1	Level 2	Level 3	Total
	(In millions)			
<b>Assets:</b>				
Money market funds and time deposits (included in cash and cash equivalents of the condensed consolidated balance sheet)	\$ —	\$ 759	\$ —	\$ 759
Foreign currency contracts (Note 9)	—	59	—	59
Deferred compensation plan assets:				
Mutual funds, money market accounts and equity securities	—	41	—	41
<b>Liabilities:</b>				
Foreign currency contracts (Note 9)	\$ —	\$ (52)	\$ —	\$ (52)

### Other financial instruments

The following table presents the Company's major debts not carried at fair value:

	As of June 28, 2024		As of March 31, 2024		Fair Value Hierarchy
	Carrying Amount	Fair Value	Carrying Amount	Fair Value	
	(In millions)				
4.750% Notes due June 2025	\$ 543	\$ 538	\$ 584	\$ 578	Level 1
3.750% Notes due February 2026	681	661	682	662	Level 1
6.000% Notes due January 2028	397	403	397	404	Level 1
4.875% Notes due June 2029	656	638	657	643	Level 1
4.875% Notes due May 2030	680	659	681	662	Level 1
3.600% HUF Bonds due December 2031	269	215	274	219	Level 2

The Notes due June 2025, February 2026, January 2028, June 2029, and May 2030 are valued based on broker trading prices in active markets. HUF Bonds are valued based on the broker trading prices in an inactive market.

## 13. COMMITMENTS AND CONTINGENCIES

### Litigation and other legal matters

In connection with the matters described below, the Company has accrued for loss contingencies where it believes that losses are probable and estimable. Although it is reasonably possible that actual losses could be in excess of the Company's accrual, the Company is unable to estimate a reasonably possible loss or range of loss in excess of its accrual, due to various reasons, including, among others, that: (i) the proceedings are in early stages or no claims have been asserted, (ii) specific damages have not been sought in all of these matters, (iii) damages, if asserted, are considered unsupported and/or exaggerated, (iv) there is uncertainty as to the outcome of pending appeals, motions, or settlements, (v) there are significant factual issues to be resolved, and/or (vi) there are novel legal issues or unsettled legal theories presented. Any such excess loss could have a

material effect on the Company's results of operations or cash flows for a particular period or on the Company's financial condition.

The Company is currently involved in a commercial dispute related to a construction matter with related production objectives. Management assessed the potential outcomes of this dispute, considered available information, and consulted with legal counsel and as a result of this assessment recognized \$50 million in Selling, general and administrative expenses in the fourth quarter of the fiscal year ended March 31, 2024 as an accrual. The ultimate resolution of this dispute is uncertain, and the actual outcome may differ from the estimates made by management. Changes in circumstances or additional information may impact the Company's assessment of its loss and could result in adjustments to the \$50 million accrual, however, management currently believes that the resolution of this dispute will not have a material effect on the Company's financial position, results of operations or cash flows. The Company will continue to monitor developments related to this matter and will adjust its accrual and disclosures accordingly in future reporting periods as additional information becomes available.

One of the Company's Brazilian subsidiaries received six assessments for certain sales and import taxes. Four of the assessments have been successfully definitively defeated. Two remain, where the Company was unsuccessful at the administrative level and filed annulment actions in federal court in Brasilia, Brazil. The first annulment action was filed on March 23, 2020; the updated value of that assessment inclusive of interest and penalties is 36 million Brazilian reais (approximately USD \$7 million). The second annulment action was filed on September 19, 2023; the updated value of that assessment inclusive of interest and penalties is 59 million Brazilian reais (approximately USD \$11 million). The Company believes that it has meritorious defenses to these assessments and will continue to vigorously oppose them, as well as any future assessments. The Company does not expect final judicial determination on any of these claims in the near future.

A foreign Tax Authority ("Tax Authority") has assessed a cumulative total of approximately \$285 million in taxes owed for multiple Flex legal entities within its jurisdiction for various fiscal years ranging from fiscal year 2010 through fiscal year 2020. The assessed amounts related to the denial of certain deductible intercompany payments and taxability of income earned outside such jurisdiction. The Company disagrees with the Tax Authority's assessments and is actively contesting the assessments through the administrative and judicial processes.

As the final resolution of the above outstanding tax item remains uncertain, the Company continues to provide for the uncertain tax positions based on the more likely than not standard. While the resolution of the issues may result in tax liabilities, interest and penalties, which may be significantly higher than the amounts accrued for these matters, management currently believes that the resolution will not have a material effect on the Company's financial position, results of operations or cash flows.

In addition to the matters discussed above, from time to time, the Company is subject to legal proceedings, claims, and litigation arising in the ordinary course of business. The Company defends itself vigorously against any such claims. Although the outcome of these matters is currently not determinable, management expects that any losses that are probable or reasonably possible of being incurred as a result of these matters, which are in excess of amounts already accrued in the Company's consolidated balance sheets, would not be material to the financial statements as a whole.

#### **14. SHARE REPURCHASES**

During the three-month period ended June 28, 2024, the Company repurchased 15.3 million shares at an aggregate purchase price of \$457 million, and retired all of these shares.

Under the Company's current share repurchase program, the Board of Directors authorized repurchases of its outstanding ordinary shares for up to \$2.0 billion in accordance with the share repurchase mandate approved by the Company's shareholders at the date of the most recent Annual General Meeting held on August 2, 2023. As of June 28, 2024, shares in the aggregate amount of \$556 million were available to be repurchased under the current plan.

#### **15. SEGMENT REPORTING**

The Company reports its financial performance based on two operating and reportable segments, Flex Agility Solutions and Flex Reliability Solutions, and analyzes operating income as the measure of segment profitability. The determination of these segments is based on several factors, including the nature of products and services, the nature of production processes, customer base, delivery channels and similar economic characteristics.

An operating segment's performance is evaluated based on its pre-tax operating contribution, or segment income. Segment income is defined as net sales less cost of sales, and segment selling, general and administrative expenses, and does not include intangible amortization, stock-based compensation, restructuring charges, legal and other, and interest, net and other charges, net. A portion of depreciation is allocated to the respective segments, together with other general corporate research and development and administrative expenses.

Selected financial information by segment is in the table below.

	Three-Month Periods Ended	
	June 28, 2024	June 30, 2023
(In millions)		
<b>Net sales:</b>		
Flex Agility Solutions	\$ 3,365	\$ 3,601
Flex Reliability Solutions	2,949	3,291
	<u>\$ 6,314</u>	<u>\$ 6,892</u>
<b>Segment income and reconciliation of income from continuing operations before income taxes:</b>		
Flex Agility Solutions	\$ 179	\$ 146
Flex Reliability Solutions	147	165
Corporate and Other	(20)	(18)
Total segment income	306	293
<b>Reconciling items:</b>		
Intangible amortization	16	20
Stock-based compensation	32	32
Restructuring charges	25	23
Legal and other (1)	—	3
Interest expense	56	56
Interest income	16	16
Other charges (income), net	1	11
Income from continuing operations before income taxes	<u>\$ 192</u>	<u>\$ 164</u>

- (1) Legal and other consists of costs not directly related to core business results including matters relating to commercial disputes, government regulatory and compliance, intellectual property, antitrust, tax, employment or shareholder issues, product liability claims and other issues on a global basis as well as acquisition related costs and customer related asset recoveries. During the first quarter of fiscal year 2023, the Company accrued for certain loss contingencies where losses are considered probable and estimable.

Corporate and other primarily includes corporate service costs that are not included in the chief operating decision maker's ("CODM") assessment of the performance of each of the identified reportable segments.

The Company provides an overall platform of assets and services, which the segments utilize for the benefit of their various customers. The shared assets and services are contained within the Company's global manufacturing and design operations and include manufacturing and design facilities. Most of the underlying manufacturing and design assets are co-mingled in the operating campuses and are compatible to operate across segments and highly interchangeable throughout the platform. Given the highly interchangeable nature of the assets, they are not separately identified by segment nor reported by segment to the Company's CODM.

## 16. RESTRUCTURING CHARGES

During the first quarter ended June 28, 2024, the Company committed to targeted restructuring activities to improve operational efficiencies. During the three-month period ended June 28, 2024, the Company recognized approximately \$25 million of restructuring charges, most of which related to employee severance.

The following table summarizes the provisions, respective payments, and remaining accrued balance as of June 28, 2024 for charges incurred during the three-month period ended June 28, 2024:

	Severance	Long-Lived Asset Impairment	Other Exit Costs	Total
	(In millions)			
<b>Balance as of March 31, 2024</b>	\$ 77	\$ —	\$ 3	\$ 80
Provision for charges incurred during the three-month period ended June 28, 2024	25	—	—	25
Cash payments during the three-month period ended June 28, 2024	(19)	—	—	(19)
Other adjustments	(1)	—	—	(1)
<b>Balance as of June 28, 2024</b>	<b>82</b>	<b>—</b>	<b>3</b>	<b>85</b>
Less: Current portion (classified as other current liabilities)	81	—	3	84
Accrued restructuring costs, net of current portion (classified as other non-current liabilities)	<u>\$ 1</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 1</u>

## 17. BUSINESS ACQUISITION

In May 2024, the Company completed the acquisition of a business that was not significant to the consolidated financial position, result of operations and cash flows of the Company. The acquired business will expand our services for customers across multiple markets to create additional revenue streams and accelerate sustainability through second life products.

Results of operations were included in the Company's condensed consolidated financial results beginning on the date of acquisition and was not material to the Company's condensed consolidated financial results for the three-month period ended June 28, 2024. The Company recorded goodwill of \$8 million in relation to the transaction.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Unless otherwise specifically stated, references in this report to "Flex," "the Company," "we," "us," "our" and similar terms mean Flex Ltd. and its subsidiaries.

This report on Form 10-Q contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. The words "expects," "anticipates," "believes," "intends," "plans" and similar expressions identify forward-looking statements. In addition, any statements which refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. We undertake no obligation to publicly disclose any revisions to these forward-looking statements to reflect events or circumstances occurring subsequent to filing this Form 10-Q with the Securities and Exchange Commission. These forward-looking statements are subject to risks and uncertainties, including, without limitation, those risks and uncertainties discussed in this section, as well as any risks and uncertainties discussed in Part I, Item 1A, "Risk Factors" and in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2024. In addition, new risks emerge from time to time and it is not possible for management to predict all such risk factors or to assess the impact of such risk factors on our business. Accordingly, our future results may differ materially from historical results or from those discussed or implied by these forward-looking statements. Given these risks and uncertainties, the reader should not place undue reliance on these forward-looking statements.

### OVERVIEW

We are the advanced, end-to-end manufacturing partner of choice that helps market-leading brands design, build, deliver and manage innovative products that improve the world. Through the collective strength of a global workforce across approximately 30 countries with responsible, sustainable operations, we support our customers' entire product lifecycle with a broad array of services in every major region. Our full suite of specialized capabilities includes design and engineering, supply chain, manufacturing, post-production and post-sale services. We partner with customers across a diverse set of industries including cloud, communications, enterprise, automotive, industrial, consumer devices, lifestyle, healthcare, and energy. As of June 28, 2024, our two operating and reportable segments were as follows:

- Flex Agility Solutions ("FAS"), which is comprised of the following end markets:
  - *Communications, Enterprise and Cloud*, including data infrastructure, edge infrastructure and communications infrastructure
  - *Lifestyle*, including appliances, consumer packaging, floorcare, micro mobility and audio
  - *Consumer Devices*, including mobile and high velocity consumer devices.
- Flex Reliability Solutions ("FRS"), which is comprised of the following end markets:
  - *Automotive*, including next generation mobility, autonomous, connectivity, electrification, and smart technologies
  - *Health Solutions*, including medical devices, medical equipment and drug delivery
  - *Industrial*, including capital equipment, industrial devices, embedded and critical power offerings, and renewables and grid edge.

Our strategy is to provide customers with a full range of cost competitive, vertically-integrated global supply chain solutions through which we can design, build, ship and service a complete packaged product for our customers. This enables our customers to leverage our supply chain solutions to meet their product requirements throughout the entire product lifecycle.

Over the past few years, we have seen an increased level of diversification by many companies, primarily in the technology sector. Some companies that have historically identified themselves as software providers, Internet service providers or e-commerce retailers have entered the highly competitive and rapidly evolving technology hardware markets, such as mobile devices, home entertainment and wearable devices. This trend has resulted in a significant change in the manufacturing and supply chain solution requirements of such companies. While the products have become more complex, the supply chain solutions required by such companies have become more customized and demanding, and it has changed the manufacturing and supply chain landscape significantly.

We use a portfolio approach to manage our extensive service offerings. As our customers change the way they go to market, we have the capability to reorganize and rebalance our business portfolio in order to align with our customers' needs and requirements in an effort to optimize operating results. The objective of our business model is to allow us to be flexible and



redeploy and reposition our assets and resources as necessary to meet specific customers' supply chain solution needs across all the markets we serve and earn a return on our invested capital above the weighted average cost of that capital.

We believe that our strategy is positioning us to take advantage of the long-term, future growth prospects for outsourcing of advanced manufacturing capabilities, design and engineering services and after-market services.

We are continuously evaluating our capital structure in response to the current environment and expect that our current financial condition, including our liquidity sources are adequate to fund future commitments. See additional discussion in the Liquidity and Capital Resources section below.

***Update on Component Shortages and Logistical Constraints on our Business***

Component shortages experienced in the recent past have largely subsided, however, logistical constraints exist which have increased freight costs. We continue to monitor potential supply chain disruptions, including disruptions in international commerce as a result of attacks on shipping vessels in the Red Sea. Refer to “*Risk Factors - Supply chain disruptions, manufacturing interruptions or delays, or the failure to accurately forecast customer demand, have in the past affected, and may in the future affect, our ability to meet customer demand, lead to higher costs, or result in excess or obsolete inventory.*” as disclosed in Part I, “Item 1A. Risk Factors” of our Annual Report on Form 10-K for the fiscal year ended March 31, 2024.

***Russian Invasion of Ukraine and Israel-Hamas War***

We continue to monitor and respond to the conflict in Ukraine and the associated sanctions and other restrictions. We also are monitoring and responding to the Israel-Hamas war. As of the date of this report, there is no material impact to our business operations and financial performance in Ukraine and Israel. The full impact of the conflicts on our business operations and financial performance remains uncertain and will depend on future developments, including the severity and duration of the conflicts and their impact on regional and global economic conditions. We will continue to monitor the conflicts and assess the related restrictions and other effects and pursue prudent decisions for our team members, customers, and business.

### Business Overview

We are one of the world's largest providers of global supply chain solutions, with revenues of \$6.3 billion for the three-month period ended June 28, 2024 and \$26.4 billion in the fiscal year ended March 31, 2024. We have established an extensive network of manufacturing facilities in the world's major consumer and enterprise markets (Asia, the Americas, and Europe) to serve the growing outsourcing needs of both multinational and regional customers. We design, build, ship, and service consumer and enterprise products for our customers through a network of approximately 100 facilities in approximately 30 countries across four continents. The following tables set forth the relative percentages and dollar amounts of net sales by region and by country, and net property and equipment by country, based on the location of our manufacturing sites:

	Three-Month Periods Ended				
	June 28, 2024		June 30, 2023		
	(In millions)				
<b>Net sales by region:</b>					
Americas	\$ 3,018	48 %	\$ 3,033	44 %	
Asia	1,907	30 %	2,322	34 %	
Europe	1,389	22 %	1,537	22 %	
	<u>\$ 6,314</u>		<u>\$ 6,892</u>		
<b>Net sales by country:</b>					
Mexico	\$ 1,587	25 %	\$ 1,755	25 %	
China	1,068	17 %	1,419	21 %	
U.S.	1,004	16 %	892	13 %	
Malaysia	591	9 %	546	8 %	
Brazil	400	6 %	362	5 %	
Hungary	343	5 %	351	5 %	
Other	1,321	22 %	1,567	23 %	
	<u>\$ 6,314</u>		<u>\$ 6,892</u>		
<b>Property and equipment, net:</b>					
	As of		As of		
	June 28, 2024		March 31, 2024		
(In millions)					
Mexico	\$ 790	35 %	\$ 793	35 %	
U.S.	330	15 %	334	15 %	
China	284	13 %	307	14 %	
Malaysia	141	6 %	142	6 %	
Hungary	121	5 %	124	5 %	
Brazil	87	4 %	88	4 %	
Other	475	22 %	481	21 %	
	<u>\$ 2,228</u>		<u>\$ 2,269</u>		

We believe that the combination of our extensive open innovation platform solutions, design and engineering services, advanced supply chain management solutions and services, significant scale and global presence, and manufacturing campuses in low-cost geographic areas provide us with a competitive advantage and strong differentiation in the market for designing, manufacturing and servicing consumer and enterprise products for leading multinational and regional customers. Specifically, we offer our customers the ability to simplify their global product development, manufacturing process, and after-sales services, and enable them to meaningfully accelerate their time to market and cost savings.

Our operating results are affected by a number of factors, including the following:

- global economic conditions, including inflationary pressures, currency volatility, slower growth or recession, higher interest rates, and geopolitical uncertainty (including arising from the ongoing conflict between Russia and Ukraine and the Israel-Hamas war);
- the mix of the manufacturing services we are providing, the number, size, and complexity of new manufacturing programs, the degree to which we utilize our manufacturing capacity, seasonal demand, and other factors;

- the effects on our business when our customers are not successful in marketing their products, or when their products do not gain widespread commercial acceptance;
- our ability to achieve commercially viable production yields and to manufacture components in commercial quantities to the performance specifications demanded by our customers;
- the effects on our business due to certain customers' products having short product lifecycles, our customers' ability to cancel or delay orders or change production quantities or locations, the short-term nature of our customers' commitments and rapid changes in demand;
- the effects that current credit and market conditions (including as a result of the ongoing conflict between Russia and Ukraine and the Israel-Hamas war) could have on the liquidity and financial condition of our customers and suppliers, including any impact on their ability to meet their contractual obligations;
- the impacts on our business due to supply chain issues, including component shortages, disruptions in transportation or other supply chain related constraints including disruptions in international commerce as a result of attacks on shipping vessels in the Red Sea;
- integration of acquired businesses and facilities;
- increased labor costs due to adverse labor conditions in the markets we operate;
- changes in tax legislation;
- changes in trade regulations and treaties; and
- exposure to infectious disease, epidemics and pandemics on our business operations in geographic locations impacted by an outbreak and on the business operations of our customers and suppliers.

We are also subject to other risks as outlined in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended March 31, 2024.

#### **CRITICAL ACCOUNTING ESTIMATES**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP" or "GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Due to geopolitical conflicts (including the Russian invasion of Ukraine and the Israel-Hamas war), there has been and we expect there will continue to be uncertainty and disruption in the global economy and financial markets. We have made estimates and assumptions taking into consideration certain possible impacts due to the Russian invasion of Ukraine, the Israel-Hamas war, and other geopolitical conflicts. These estimates may change, as new events occur, and additional information is obtained. Actual results may differ from previously estimated amounts, and such differences may be material to the consolidated financial statements. Estimates and assumptions are reviewed periodically, and the effects of revisions are reflected in the period they occur.

Refer to the accounting policies under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2024, where we discuss our more significant judgments and estimates used in the preparation of the condensed consolidated financial statements.

## RESULTS OF OPERATIONS

The following table sets forth, for the periods indicated, certain statements of operations data expressed as a percentage of net sales (amounts may not sum due to rounding). The financial information and the discussion below should be read together with the condensed consolidated financial statements and notes thereto included in this document. In addition, reference should be made to our audited consolidated financial statements and notes thereto and related Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the fiscal year ended March 31, 2024.

	Three-Month Periods Ended	
	June 28, 2024	June 30, 2023
Net sales	100.0 %	100.0 %
Cost of sales	92.3	92.8
Restructuring charges	0.2	0.3
Gross profit	7.5	6.9
Selling, general and administrative expenses	3.4	3.4
Restructuring charges	0.1	0.1
Intangible amortization	0.3	0.3
Operating income	3.7	3.1
Interest expense	0.9	0.8
Interest income	0.3	0.2
Other charges (income), net	0.1	0.1
Income from continuing operations before income taxes	3.0	2.4
Provision for income taxes	0.8	0.3
Net income from continuing operations	2.2	2.1
Net income from discontinued operations, net of tax	—	1.0
Net income	2.2	3.1
Net income attributable to noncontrolling interest	—	0.4
Net income attributable to Flex Ltd.	2.2 %	2.7 %

### Net sales

The following table sets forth our net sales by segment, and their relative percentages (the sum of the individual percentages may not equal 100% due to rounding):

	Three-Month Periods Ended			
	June 28, 2024		June 30, 2023	
	(In millions)			
<b>Net sales:</b>				
Flex Agility Solutions	\$ 3,365	53 %	\$ 3,601	52 %
Flex Reliability Solutions	2,949	47 %	3,291	48 %
	<u>\$ 6,314</u>		<u>\$ 6,892</u>	

Net sales during the three-month period ended June 28, 2024 totaled \$6.3 billion, representing a decrease of approximately \$0.6 billion, or 8% from \$6.9 billion during the three-month period ended June 30, 2023. Net sales for our FAS segment decreased approximately \$0.2 billion, or 7% from the three-month period ended June 30, 2023, primarily driven by a low double-digit percentage decrease in our Communications, Enterprise and Cloud ("CEC") business driven by difficult year-over-year comparisons and a mid single-digit percentage decrease in our Lifestyle business due to softer demand in certain markets. This was partially offset by a high-teen percentage increase in our Consumer Devices business due to higher customer demand. Net sales for our FRS segment decreased approximately \$0.3 billion, or 10% from the three-month period ended June 30, 2023, primarily driven by a high-teen percentage decrease in our Industrial business and a high single-digit percentage decrease in our Health Solutions business due to difficult year-over-year comparisons and lower customer demand across various end markets. The factors described above that decreased FAS and FRS revenues were partially offset by the effect of certain customer arrangements transitioning from point in time to overtime revenue during the quarter which also contributed to an increase in contract assets at June 28, 2024. Net sales decreased \$0.4 billion to \$1.9 billion in Asia, decreased \$0.1 billion to \$1.4 billion in Europe, and were flat at \$3.0 billion in the Americas.

Our ten largest customers during the three-month periods ended June 28, 2024 and June 30, 2023 accounted for approximately 43% and 36% of net sales, respectively. No customer accounted for more than 10% of net sales during the three-month periods ended June 28, 2024 or June 30, 2023.

### **Cost of sales**

Cost of sales is affected by a number of factors, including the number and size of new manufacturing programs, product mix, labor cost fluctuations by region, component costs and availability and capacity utilization.

Cost of sales during the three-month period ended June 28, 2024 totaled \$5.8 billion, representing a decrease of approximately \$0.6 billion, or 9% from \$6.4 billion during the three-month period ended June 30, 2023. The lower cost of sales for the three-month period ended June 28, 2024 was primarily driven by decreased consolidated sales of \$0.6 billion or 8%. Cost of sales in FAS for the three-month period ended June 28, 2024 decreased approximately \$0.3 billion, or 8% from the three-month period ended June 30, 2023, which is relatively in line with the overall 7% decrease in FAS revenue during the same period primarily as a result of lower revenue in our CEC and Lifestyle businesses. Cost of sales in FRS for the three-month period ended June 28, 2024 decreased approximately \$0.3 billion, or 10% from the three-month period ended June 30, 2023, which is in line with the overall decrease in FRS revenue during the same period, primarily as a result of lower revenue in our Industrial business.

### **Gross profit**

Gross profit is affected by a fluctuation in cost of sales elements as outlined above and further by a number of factors, including product lifecycles, unit volumes, product mix, pricing, competition, new product introductions, and the expansion or consolidation of manufacturing facilities, as well as specific restructuring activities initiated from time to time. The flexible design of our manufacturing processes allows us to manufacture a broad range of products in our facilities and better utilize our manufacturing capacity across our diverse geographic footprint and service customers from all markets. In the case of new programs, profitability normally lags revenue growth due to product start-up costs, lower manufacturing program volumes in the start-up phase, operational inefficiencies, and under-absorbed overhead. Gross margin for these programs often improves over time as manufacturing volumes increase, as our utilization rates and overhead absorption improve, and as we increase the level of manufacturing services content. As a result of these various factors, our gross margin varies from period to period.

Gross profit during the three-month period ended June 28, 2024 decreased \$5 million to \$0.5 billion, or 7.5% of net sales, from \$0.5 billion, or 6.9% of net sales, during the three-month period ended June 30, 2023, primarily driven by lower sales compared to the prior year period. Gross margin improved 60 basis points during the three-month period ended June 28, 2024 primarily due to favorable mix in our FAS segment combined with savings from restructuring actions.

### **Segment income**

An operating segment's performance is evaluated based on its pre-tax operating contribution, or segment income. Segment income is defined as net sales less cost of sales, and segment selling, general and administrative expenses, and does not include intangible amortization, stock-based compensation, restructuring charges, legal and other, and interest, net and other charges, net. A portion of depreciation is allocated to the respective segments, together with other general corporate research and development and administrative expenses.

The following table sets forth segment income and margins. Segment margins in the table below may not recalculate exactly due to rounding.

	Three-Month Periods Ended			
	June 28, 2024		June 30, 2023	
	(In millions)			
<b>Segment income:</b>				
Flex Agility Solutions	\$	179	5.3 %	\$ 146 4.1 %
Flex Reliability Solutions		147	5.0 %	165 5.0 %

FAS segment margin increased approximately 120 basis points, to 5.3%, for the three-month period ended June 28, 2024, from 4.1% for the three-month period ended June 30, 2023. The margin increase was primarily due to strong execution, product mix and cost savings actions taken.

FRS segment margin remained flat at 5.0% for the three-month periods ended June 28, 2024 and June 30, 2023. This was driven by improving margins in our Health Solutions business due to increased productivity offset by lower sales and operating leverage in our Industrial business.

### ***Restructuring charges***

We committed to targeted restructuring activities to improve operational efficiencies by reducing excess workforce capacity. During the three-month period ended June 28, 2024, we recognized approximately \$25 million of restructuring charges, primarily related to employee severance.

### ***Selling, general and administrative expenses***

Selling, general and administrative expenses (“SG&A”) was approximately \$0.2 billion, or 3.4% of net sales, during the three-month period ended June 28, 2024, decreasing \$22 million from approximately \$0.2 billion or 3.4% of net sales, during the three-month period ended June 30, 2023. This decrease reflects our enhanced cost control efforts to keep SG&A expenses relatively flat.

### ***Intangible amortization***

Amortization of intangible assets decreased to \$16 million during the three-month period ended June 28, 2024, from \$20 million for the three-month period ended June 30, 2023, primarily due to certain intangibles now being fully amortized.

### ***Interest expense***

Interest expense was \$56 million during the three-month periods ended June 28, 2024 and June 30, 2023, as the effects of higher short term borrowings were offset by interest savings from debt repayments.

### ***Interest income***

Interest income during the three-month period ended June 28, 2024 was \$16 million and was consistent with the prior year period.

### ***Other charges (income), net***

Other charges (income), net was an expense of \$1 million during the three-month period ended June 28, 2024 compared to an expense of \$11 million during the three-month period ended June 30, 2023, primarily due to lower foreign exchange transaction losses compared to the prior year period.

### ***Income taxes***

Certain of our subsidiaries, at various times, have been granted tax relief in their respective countries, resulting in lower income taxes than would otherwise be the case under ordinary tax rates. Refer to note 15 “Income Taxes” of the notes to the consolidated financial statements in our Annual Report on Form 10-K for the fiscal year ended March 31, 2024 for further discussion.

The consolidated effective tax rates were 28% and 10% for the three-month periods ended June 28, 2024 and June 30, 2023, respectively. The effective rate varies from the Singapore statutory rate of 17% as a result of recognition of earnings in different jurisdictions (we generate most of our revenues and profits from operations outside of Singapore), operating loss carryforwards, income tax credits, release of previously established valuation allowances for deferred tax assets, liabilities for uncertain tax positions, as well as the effect of certain tax holidays and incentives granted to our subsidiaries primarily in China, Malaysia, the Netherlands and Israel. The effective tax rate for the three-month period ended June 28, 2024 was higher than the effective tax rate for the three-month period ended June 30, 2023 primarily due to the tax accrual required for our U.S. tax group after the U.S. tax group valuation allowance release in the fiscal year ended March 31, 2024, the recognition of a withholding tax accrual on the undistributed earnings of our Chinese subsidiaries due to the decision in the fiscal year ended March 31, 2024 to not indefinitely reinvest our China earnings in China, the estimated impact of the Organization for Economic Co-operation and Development's (“OECD”) framework on base erosion profit shifting Pillar Two and unfavorable foreign exchange impacts.

The OECD Pillar Two Global Anti-Base Erosion (“GloBE”) model rules, issued under the OECD Inclusive Framework on Base Erosion and Profit Shifting, introduce a global minimum tax of 15% applicable to multinational enterprise groups with consolidated financial statement revenue in excess of €750 million. Numerous foreign jurisdictions have already enacted tax legislation based on the GloBE rules, with some effective as early as January 1, 2024. As of June 28, 2024, we recognized a nominal income tax expense for Pillar Two GloBE minimum tax. The Company is continuously monitoring the evolving application of this legislation and assessing its potential impact on our future tax liability.

On August 16, 2022, the Inflation Reduction Act of 2022 (“IRA”) was enacted into law, which includes a new corporate minimum tax, a stock repurchase excise tax, numerous green energy credits, other tax provisions, and significantly increased enforcement resources. While detailed regulations on some aspects of the act are still outstanding, we do not anticipate a material impact to our consolidated financial statements from these provisions.

### ***Net income from continuing operations***

Net income from continuing operations was \$139 million during the three-month period ended June 28, 2024, compared to \$147 million during the three-month period ended June 30, 2023, driven by the factors discussed above.

### ***Net income from discontinued operations***

Net income from discontinued operations was zero during the three-month period ended June 28, 2024, compared to \$64 million during the three-month period ended June 30, 2023, as Nextracker was spun off during the fourth quarter of fiscal year 2024.

### ***Net income attributable to noncontrolling interest***

Net income attributable to noncontrolling interest was zero during the three-month period ended June 28, 2024, compared to \$25 million during the three-month period ended June 30, 2023, as Nextracker was spun off during the fourth quarter of fiscal year 2024.

## **LIQUIDITY AND CAPITAL RESOURCES**

We continuously evaluate our ability to meet our obligations over the next 12 months and beyond and proactively reset our capital structure to improve maturities and liquidity. We expect that our current financial condition, including our liquidity sources are adequate to fund current and future commitments. As of June 28, 2024, we had cash and cash equivalents of approximately \$2.2 billion and bank and other borrowings of approximately \$3.2 billion. We have a \$2.5 billion revolving credit facility that is due to mature in July 2027 (the "2027 Credit Facility"), under which we had no borrowings outstanding as of June 28, 2024. As of June 28, 2024, we were in compliance with the covenants under all of our credit facilities and indentures; we also expect to remain in compliance with the covenants in the upcoming 12 months for our credit facilities and indentures.

During the three-month period ended June 28, 2024, we repurchased approximately \$41 million of the 4.750% Notes due 2025 under our 10b5-1 bond buyback program, resulting in an immaterial gain on our condensed consolidated statement of operations.

Cash provided by operating activities was \$0.3 billion during the three-month period ended June 28, 2024, primarily driven by \$0.1 billion of net income for the period plus \$0.2 billion of non-cash charges such as depreciation, amortization, and stock-based compensation and a reduction in net working capital as discussed below.

We believe net working capital ("NWC") is a key metric that measures our liquidity. Net working capital is calculated as current assets less current liabilities. Net working capital decreased approximately \$0.9 billion to \$3.6 billion as of June 28, 2024, from \$4.5 billion as of March 31, 2024. The decrease was primarily the result of the effect of an increase in the current portion of long-term debt of \$0.5 billion and a reduction in inventory of \$0.4 billion.

Cash used in investing activities was \$0.1 billion during the three-month period ended June 28, 2024. This was primarily driven by \$0.1 billion of net capital expenditures for property and equipment to continue expanding capabilities and capacity in support of our CEC, Automotive, and Industrial businesses.

We believe adjusted free cash flow is an important liquidity metric because it measures, during a given period, the amount of cash generated that is available to repay debt obligations, make investments, fund acquisitions, repurchase company shares and for certain other activities. Our adjusted free cash flow is defined as cash from operations, less net purchases of property and equipment allowing us to present adjusted cash flows on a consistent basis for investors. Our adjusted free cash flow for the three-month periods ended June 28, 2024 and June 30, 2023 was an inflow of \$0.2 billion and an outflow of \$0.2 billion, respectively. Adjusted free cash flow is not a measure of liquidity under U.S. GAAP, and may not be defined and calculated by other companies in the same manner. Adjusted free cash flow should not be considered in isolation or as an alternative to net cash provided by operating activities. Adjusted free cash flows reconcile to the most directly comparable GAAP financial measure of cash flows from operations as follows:

	Three-Month Periods Ended	
	June 28, 2024	June 30, 2023
	(In millions)	
Net cash provided by operating activities	\$ 340	\$ 6
Purchases of property and equipment	(111)	(167)
Proceeds from the disposition of property and equipment	3	11
Adjusted free cash flow	<u>\$ 232</u>	<u>\$ (150)</u>

Cash used by financing activities was \$0.5 billion during the three-month period ended June 28, 2024, which was primarily driven by \$0.5 billion of cash paid for the repurchase of our ordinary shares.

Our cash balances are generated and held in numerous locations throughout the world. Liquidity is affected by many factors, some of which are based on normal ongoing operations of the business and some of which arise from fluctuations related to global economics and markets. Local government regulations may restrict our ability to move cash balances to meet cash needs under certain circumstances; however, any current restrictions are not material. We do not currently expect such regulations and restrictions to impact our ability to pay vendors and conduct operations throughout the global organization. We believe that our existing cash balances, together with anticipated cash flows from operations and borrowings available under our credit facilities, will be sufficient to fund our operations through at least the next twelve months and beyond. As of June 28, 2024 and March 31, 2024, approximately 59% and 55%, respectively, of our cash and cash equivalents were held by foreign subsidiaries outside of Singapore. Although substantially all of the amounts held outside of Singapore could be repatriated under current laws, a significant amount could be subject to income tax withholdings. We provide for tax liabilities on these amounts for financial statement purposes, except for certain of our foreign earnings that are considered indefinitely reinvested outside of Singapore (approximately \$0.7 billion as of March 31, 2024). Repatriation could result in an additional income tax payment; however, for the majority of our foreign entities, our intent is to permanently reinvest these funds outside of Singapore and our current plans do not demonstrate a need to repatriate them to fund our operations in jurisdictions outside of where they are held. Where local restrictions prevent an efficient intercompany transfer of funds, our intent is that cash balances would remain outside of Singapore and we would meet our liquidity needs through ongoing cash flows, external borrowings, or both.

Future liquidity needs will depend on fluctuations in levels of inventory, accounts receivable and accounts payable, the timing of capital expenditures for new equipment, the extent to which we utilize operating leases for new facilities and equipment, and the levels of shipments and changes in the volumes of customer orders.

We maintain a commercial paper program which provides short-term financing under which there were no borrowings outstanding as of June 28, 2024.

Historically, we have funded operations from cash and cash equivalents generated from operations, proceeds from public offerings of equity and debt securities, bank debt and lease financings. We may enter into debt and equity financings, sales of accounts receivable and lease transactions to fund acquisitions and anticipated growth as needed.

The sale or issuance of equity or convertible debt securities could result in dilution to current shareholders. Further, we may issue debt securities that have rights and privileges senior to those of holders of ordinary shares, and the terms of this debt could impose restrictions on operations and could increase debt service obligations. This increased indebtedness could limit our flexibility as a result of debt service requirements and restrictive covenants, potentially affect our credit ratings, and may limit our ability to access additional capital or execute our business strategy. Any downgrades in credit ratings could adversely affect our ability to borrow as a result of more restrictive borrowing terms. We continue to assess our capital structure and evaluate the merits of redeploying available cash to reduce existing debt or repurchase ordinary shares.

Under our current share repurchase program, our Board of Directors authorized repurchases of our outstanding ordinary shares for up to \$2.0 billion in accordance with the share purchase mandate approved by our shareholders at the date of the most recent Annual General Meeting which was held on August 2, 2023. During the three-month period ended June 28, 2024, we paid \$457 million to repurchase shares under the current repurchase plan at an average price of \$29.88 per share. As of June 28, 2024, shares in the aggregate amount of \$556 million were available to be repurchased under the current plan.

### **CONTRACTUAL OBLIGATIONS AND COMMITMENTS**

Information regarding our long-term debt payments, operating lease payments, capital lease payments and other commitments is provided in Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report on our Form 10-K for the fiscal year ended March 31, 2024.

There were no material changes in our contractual obligations and commitments as of June 28, 2024.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

There were no material changes in our exposure to market risks for changes in interest and foreign currency exchange rates for the three-month period ended June 28, 2024 as compared to the fiscal year ended March 31, 2024.



#### **ITEM 4. CONTROLS AND PROCEDURES**

##### ***(a) Evaluation of Disclosure Controls and Procedures***

The Company's management, with the participation of the Chief Executive Officer and Chief Financial Officer has evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of June 28, 2024. Based on that evaluation, the Company's Chief Executive Officer and Chief Financial Officer concluded that, as of June 28, 2024, the Company's disclosure controls and procedures were effective in ensuring that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act, is (i) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (ii) accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

##### ***(b) Changes in Internal Control Over Financial Reporting***

There were no changes in our internal control over financial reporting that occurred during our quarter ended June 28, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

For a description of our material legal proceedings, see note 13 “Commitments and Contingencies” in the notes to the condensed consolidated financial statements, which is incorporated herein by reference.

### ITEM 1A. RISK FACTORS

In addition to the other information set forth in this report, you should carefully consider the risks and uncertainties discussed in Part I, “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended March 31, 2024, which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K are not the only risks facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be not material also may materially and adversely affect our business, financial condition and/or operating results.

### ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

#### Issuer Purchases of Equity Securities

The following table provides information regarding purchases of our ordinary shares made by us for the period from April 1, 2024 through June 28, 2024:

Period (2)	Total Number of Shares Purchased (1)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
April 1, 2024 - May 3, 2024	6,592,544	\$ 28.37	6,592,544	\$ 825,693,983
May 4, 2024 - May 31, 2024	4,685,350	\$ 30.41	4,685,350	\$ 683,216,447
June 1, 2024 - June 28, 2024	4,014,137	\$ 31.74	4,014,137	\$ 555,821,716
Total	<u>15,292,031</u>		<u>15,292,031</u>	

- (1) During the period from April 1, 2024 through June 28, 2024, all purchases were made pursuant to the programs discussed below in open market transactions. All purchases were made in accordance with Rule 10b-18 under the Securities Exchange Act of 1934.
- (2) On August 2, 2023, our Board of Directors authorized repurchases of our outstanding ordinary shares for up to \$2.0 billion. This is in accordance with the share purchase mandate whereby our shareholders approved a repurchase limit of 20% of our issued ordinary shares outstanding at the Annual General Meeting held on the same date as the Board authorization. As of June 28, 2024, shares in the aggregate amount of \$556 million were available to be repurchased under the current plan.

**ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable

**ITEM 5. OTHER INFORMATION**

**Insider Trading Arrangements**

During the fiscal quarter ended June 28, 2024, the officer listed below adopted a trading plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Securities Exchange Act of 1934, as amended.

On May 21, 2024, Scott Offer, Executive Vice President and General Counsel, adopted a trading plan that provides for the sale of up to 20,000 ordinary shares of the Company. The plan will terminate on September 6, 2024, subject to early termination for certain specified events set forth in the plan.

No other officers or directors adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement”, as those terms are defined in Regulation S-K, Item 408, during the fiscal quarter ended June 28, 2024.

**ITEM 6. EXHIBITS**  
**EXHIBIT INDEX**

Exhibit No.	Exhibit	Form	Incorporated by Reference		Filed Herewith
			File No.	Filing Date	
<a href="#">10.01</a>	Description of Annual Incentive Bonus Plan for Fiscal Year 2025				X
<a href="#">10.02</a>	Summary of Compensation Arrangements of Certain Executive Officers of Flex Ltd.				X
<a href="#">10.03</a>	Form of Restricted Share Unit Award Agreement under the Amended and Restated 2017 Equity Incentive Plan for service-based vesting awards (FY25)				X
<a href="#">10.04</a>	Form of Restricted Share Unit Award Agreement under the Amended and Restated 2017 Equity Incentive Plan for performance-based vesting awards (FY25)				X
<a href="#">10.05</a>	Form of Addendum Award Agreement under the 2010 Deferred Compensation Plan (FY25)				X
<a href="#">15.01</a>	Letter in lieu of consent of Deloitte & Touche LLP				X
<a href="#">31.01</a>	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
<a href="#">31.02</a>	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
<a href="#">32.01</a>	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002*				X
101.INS	XBRL Instance Document				X
101.SCH	XBRL Taxonomy Extension Schema Document				X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document				X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document				X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document				X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document				X
104	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibit 101)				

\* This exhibit is furnished with this Quarterly Report on Form 10-Q, is not deemed filed with the Securities and Exchange Commission, and is not incorporated by reference into any filing of Flex Ltd. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and irrespective of any general incorporation language contained in such filing.

## SIGNATURES

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

**FLEX LTD.**  
(Registrant)

/s/ REVATHI ADVAITHI

Revathi Advaiti  
Chief Executive Officer  
(Principal Executive Officer)

Date: July 26, 2024

/s/ PAUL R. LUNDSTROM

Paul R. Lundstrom  
Chief Financial Officer  
(Principal Financial Officer)

Date: July 26, 2024

**DESCRIPTION OF ANNUAL INCENTIVE BONUS PLAN FOR FISCAL YEAR 2025***Annual Incentive Bonus Plan for Fiscal 2025*

On June 12, 2024, the Board of Directors (the “Board”) of Flex Ltd. (the “Company”) approved the Company’s Annual Incentive Bonus Plan for fiscal year 2025. The plan provides the Company’s executive officers with the opportunity to earn annual cash bonuses based upon the achievement of pre-established performance goals. Performance measures under the plan will be: operating profit, free cash flow and revenue targets at the Company level; and, additionally for certain executives, operating profit and revenue targets at the segment level. The plan allows awards to provide for different metrics, target levels and weightings for different executives. The Board, or the Board’s Compensation and People Committee, if so delegated by the Board, maintains the authority to adjust award payouts upon evaluation of each bonus award in the context of the Company’s overall performance.

Under the Annual Incentive Bonus Plan, target award opportunities are set at various percentages of base salary, which will be: 165% of base salary in the case of the Chief Executive Officer; 110% of base salary in the case of the Chief Financial Officer; and between 100% and 110% of base salary in the cases of other named executive officers. Actual payout opportunities for each bonus component will range from a threshold of 30% of target for operating profit, 30% of target for revenue, and 50% of target for free cash flow, to a maximum of 200% of target (for all metrics, inclusive of the modifiers described below), in each case based on achievement of the performance measures. If the Company or segment fails to achieve the threshold level for any performance measure, no payout is awarded for that measure. If the Company or segment fails to achieve the threshold level for all performance measures, the bonus payout will be capped at the target level. In addition, Company operating profit will be a funding metric for all Company bonus plans, including the executive plan, such that actual bonus payouts for executives may increase or decrease based on the level of Company operating profit (within +/- 20 percentage points) versus the enterprise-wide bonus payout level. If the Company fails to achieve the threshold level for the operating profit performance measure, no payout is awarded for any measure. The Annual Incentive Bonus Plan includes sustainability metrics, which could modify the actual bonus payouts by up to +/-10 percentage points depending on performance against the sustainability metrics. Additionally, actual bonus payouts based on achievement of performance goals will be subject to modification by up to +/- 10 percentage points depending on each executive officer’s individual performance as determined by the Compensation and People Committee. For purposes of calculating performance under the Annual Incentive Bonus Plan, the Compensation and People Committee has discretion to exclude extraordinary items or events that have an unanticipated impact, corporate transactions (including acquisitions or dispositions), and other unusual or nonrecurring items. For purposes of determining achievement of award opportunities, the plan uses adjusted, non-GAAP measures.

**Summary of Compensation Arrangements of Certain Executive Officers of Flex Ltd.**

Note: The following summary of compensation arrangements does not include all previously reported compensation arrangements or awards granted under previously disclosed incentive plans. Disclosures with respect to compensation for Named Executive Officers for the 2025 fiscal year will be included in the Company's definitive proxy statement for the Company's 2025 Annual General Meeting of Shareholders.

**Compensation for Revathi Advaiti (*Chief Executive Officer*)**

Ms. Advaiti's current annual base salary is \$1,325,000. Ms. Advaiti will be eligible to participate in the Company's annual incentive bonus plan and the long-term cash incentive deferred compensation program. Ms. Advaiti also will be eligible to receive awards of performance-based restricted share unit awards and service-based restricted share unit awards under the Company's equity incentive plan as part of her fiscal 2025 compensation.

**Compensation for Paul R. Lundstrom (*Chief Financial Officer*)**

Mr. Lundstrom's current annual base salary is \$735,000. Mr. Lundstrom has resigned effective July 31, 2024.

**Compensation for Kwanghooi (Hooi) Tan**

Mr. Tan's current annual base salary is \$700,000. In addition, Mr. Tan will be eligible to participate in the Company's annual incentive bonus plan and long-term cash incentive deferred compensation plan. Mr. Tan also will be eligible to receive awards of performance-based restricted share unit awards and service-based restricted share unit awards under the Company's equity incentive plan as part of his fiscal 2025 compensation.

**Compensation for Michael P. Hartung**

Mr. Hartung's current annual base salary is \$735,000. In addition, Mr. Hartung will be eligible to participate in the Company's annual incentive bonus plan and long-term cash incentive deferred compensation plan. Mr. Hartung also will be eligible to receive awards of performance-based restricted share unit awards and service-based restricted share unit awards under the Company's equity incentive plan as part of his fiscal 2025 compensation.

**Compensation for Scott Offer**

Mr. Offer's current annual base salary is \$663,000. In addition, Mr. Offer will be eligible to participate in the Company's annual incentive bonus plan and long-term cash incentive deferred compensation plan. Mr. Offer also will be eligible to receive awards of performance-based restricted share unit awards and service-based restricted share unit awards under the Company's equity incentive plan as part of his fiscal 2025 compensation.

**FLEX LTD.**  
**AMENDED AND RESTATED 2017 EQUITY INCENTIVE PLAN**  
**FORM OF RESTRICTED SHARE UNIT AWARD AGREEMENT**

This Restricted Share Unit Award Agreement (the “*Agreement*”) is made and entered into as of [insert date], (the “*Effective Date*”) by and between Flex Ltd., a Singapore corporation (the “*Company*”), and the participant named below (the “*Participant*”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Flex Ltd. Amended and Restated 2017 Equity Incentive Plan (the “*Plan*”). The Participant understands and agrees that this Restricted Share Unit Award (the “*RSU Award*”) is granted subject to and in accordance with the express terms and conditions of the Plan and this Agreement including any country- specific terms set forth in Exhibit A to this Agreement. The Participant further agrees to be bound by the terms and conditions of the Plan and the terms and conditions of this Agreement. The Participant acknowledges receipt of a copy of Plan and the official prospectus for the Plan. A copy of the Plan and the official prospectus for the Plan are available at the offices of the Company and the Participant hereby agrees that the Plan and the official prospectus for the Plan are deemed delivered to the Participant.

**Participant:** «Name», «First»

**Restricted Share Unit Award:** «Shares»

**Date of Grant:** «Grant Date»

**Vesting Criteria:** Provided the Participant continues to provide services to the Company or to any Parent, Subsidiary, or Affiliate, the shares underlying this RSU Award shall be issued as follows:

Vesting Date	% of RSUs Vesting
1 <sup>st</sup> anniversary of the grant date	33.333% of the number of units granted
2 <sup>nd</sup> anniversary of the grant date	33.333% of the number of units granted
3 <sup>rd</sup> anniversary of the grant date	33.333% of the number of units granted

**1. Grant of RSU Award.**

1.1 Grant of RSU Award. Subject to the terms and conditions of the Plan and this Agreement, including any country-specific terms set forth in Exhibit A to this Agreement, the Company hereby grants to the Participant an RSU Award for the number of ordinary shares set forth above under “RSU Award” (the “*Shares*”).

(a) *Vesting Criteria.* The RSU Award shall vest, and the Shares shall be issuable to the Participant, according to the Vesting Criteria set forth above. If application of the Vesting Criteria causes vesting of a fractional Share, such Share shall be rounded down to the nearest whole Share. Shares that vest and are issuable pursuant to the Vesting Criteria are “*Vested Shares.*”

(b) *Termination of Service.* The RSU Award, all of the Company’s obligations and the Participant’s rights under this Agreement, shall terminate on the earlier of the Participant’s Termination Date (as defined in the Plan) or the date when all the Shares that are subject to the RSU Award have been allotted and issued, or forfeited in the case of any portion of the RSU Award that fails to vest; *provided, however*, that if the Participant has a Termination of Service due to Retirement, and signs a release of claims in the format specified by the Company, then (i) the RSU Award and all rights and obligations hereunder will not terminate and (ii) the RSU Award shall continue to vest in accordance with the Vesting Criteria; *provided, further*, that if within the period of time in which the RSU Award shall continue to vest, the Participant violates the terms of Sections 10 through 13 of this Agreement, a non-disclosure agreement with, or other confidentiality obligation owed to, the Company or any Parent, Subsidiary or Affiliate, then the RSU Award and all of the Company’s obligations and the Participant’s rights under this Agreement shall immediately terminate.



For purposes of this Agreement, “Retirement” shall mean the Participant’s voluntary Termination of Service after the Participant has attained age fifty-five (55) and completed at least five (5) years of service as an Employee of the Company or any Parent, Subsidiary or Affiliate; *provided* that the Participant’s age plus years of service equals at least sixty-five (65); *provided, further*, that the Participant provides, as may be required by the Company in its discretion, up to 6 months of written notice of such Retirement which is irrevocable by the Participant.

(c) *Termination of Service due to Death or Disability.* Notwithstanding anything in this Agreement to the contrary, if the Participant has a Termination of Service due to death or Disability, then (i) the RSU Award and all rights and obligations hereunder will not terminate and (ii) the RSU Award shall immediately vest in full and become one hundred percent (100%) vested.

For purposes of this Agreement, “Disability” shall mean inability of the Participant to perform in all material respects his or her duties and responsibilities to the Company or any Parent, Subsidiary or Affiliate, by reason of a physical or mental disability or infirmity which inability is reasonably expected to be permanent and has continued (i) for a period of six consecutive months or (ii) such shorter period as the CEO, or the Committee as to the CEO or the CEO’s direct reports, may reasonably determine in good faith. The Disability determination shall be in the sole discretion of the CEO, or the Committee in the case of the CEO or the CEO’s direct reports.

(d) *Allotment and Issuance of Vested Shares.* The Company shall allot and issue the Vested Shares as soon as practicable after such Shares have vested pursuant to the Vesting Criteria. The Company shall have no obligation to allot and issue, and the Participant will have no right or title to, any Shares, and no Shares will be allotted and issued to the Participant, until satisfaction of the Vesting Criteria.

(e) *No Obligation to Employ.* Nothing in the Plan or this Agreement shall confer on the Participant any right to continue in the employ of, or other relationship with, the Company or any Parent, Subsidiary or Affiliate or limit in any way the right of the Company or any Parent, Subsidiary or Affiliate to terminate the Participant’s employment or service relationship at any time, with or without cause.

(f) *Nontransferability of RSU Award.* None of the Participant’s rights under this Agreement or under the RSU Award may be transferred in any manner other than by will or by the laws of descent and distribution. Notwithstanding the foregoing, the Participants in the U.S. may transfer or assign the RSU Award to Family Members (as defined in the Plan) through a gift or a domestic relations order (and not in a transfer for value), or as otherwise allowed by the Plan. The terms of this Agreement shall be binding upon the executors, administrators, successors and assigns of the Participant.

(g) *Privileges of Share Ownership.* The Participant shall not have any of the rights of a shareholder until the Vested Shares are allotted and issued after the applicable vest date.

(h) *Interpretation.* Any dispute regarding the interpretation of the terms and provisions with respect to the RSU Award and this Agreement shall be submitted by the Participant or the Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and on the Participant.

1.2 Title to Shares. Title will be provided in the Participant’s individual name on the Company’s records unless the Participant otherwise notifies Stock Administration of an alternative designation in compliance with the terms of this Agreement and applicable laws.

## **2. Delivery.**

2.1 Deliveries by Participant. The Participant hereby delivers to the Company this Agreement.

2.2 Deliveries by the Company. The Company will issue a duly executed share certificate or other documentation evidencing the Vested Shares in the name specified in Section 1.2 above upon vesting, provided the Participant has delivered and executed this Agreement prior to the applicable vesting date and has remained continuously employed by the Company or a Parent, Subsidiary, or Affiliate through each applicable vesting date.

**3. Compliance with Laws and Regulations.** The issuance and transfer of the Shares to the Participant shall be subject to and conditioned upon compliance by the Company and the Participant with all applicable requirements of any share exchange or automated quotation system on which the Company’s Ordinary Shares may be listed at the time of such issuance or transfer. The Participant understands that the Company is under no obligation to register or qualify the Shares with the U.S. Securities and Exchange

Commission, any state, local or foreign securities commission or any share exchange to effect such compliance.

**4. Rights as Shareholder.** Subject to the terms and conditions of this Agreement, the Participant will have all of the rights of a shareholder of the Company with respect to the Vested Shares which have been allotted and issued to the Participant until such time as the Participant disposes of such Vested Shares.

**5. Stop-Transfer Orders.**

5.1 Stop-Transfer Instructions. The Participant agrees that, to ensure compliance with the restrictions imposed by this Agreement, the Company may issue appropriate “*stop-transfer*” instructions to its transfer agent, if any, and if the Company administers transfers of its own securities, it may make appropriate notations to the same effect in its own records.

5.2 Refusal to Transfer. The Company will not be required (i) to register in its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares, or to accord the right to vote or pay dividends to any Participant or other transferee to whom such Shares have been so transferred.

**6. Taxes and Disposition of Shares.**

6.1 Tax Obligations.

(a) Regardless of any action the Company or the Participant’s employer (the “Employer”) takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items arising out of the Participant’s participation in the Plan and legally applicable to the Participant (“Tax-Related Items”), the Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains the Participant’s responsibility and may exceed the amount actually withheld by the Company and/or the Employer. The Participant further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSU Award, including but not limited to, the grant, vesting or issuance of Vested Shares underlying the RSU Award, the subsequent sale of Vested Shares acquired upon vesting and the receipt of any dividends; and (b) do not commit and are under no obligation to structure the terms of the grant or any aspect of the RSU Award to reduce or eliminate the Participant’s liability for Tax-Related Items or achieve any particular tax result. Furthermore, if the Participant has become subject to tax in more than one jurisdiction between the Date of Grant and the date of any relevant taxable event, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to the relevant taxable or tax withholding event, as applicable, the Participant shall pay or make arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the Tax-Related Items by one or a combination of the following (1) withholding from the Participant’s wages or other cash compensation paid to the Participant by the Company, the Employer, or any Parent or Subsidiary of the Company; or (2) withholding from the proceeds of the sale of Vested Shares either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant’s behalf pursuant to this authorization); or (3) withholding in Shares to be issued at vesting of the RSU Award.

(c) To avoid any negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the obligation for the Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Vested Shares, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of the Participant’s participation in the Plan.

(d) The Participant shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant’s participation in the Plan that cannot be satisfied by the means previously described in this section. The Company may refuse to issue or deliver the Vested Shares or the proceeds from the sale of Shares, if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

6.2 Disposition of Shares. Participant hereby agrees that the Participant shall make no disposition of the Shares (other than as permitted by this Agreement) unless and until the Participant shall have complied with all requirements of this Agreement applicable to the disposition of the Shares.

7. **Nature of Grant.** In accepting the RSU Award, the Participant acknowledges and agrees that:

- (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be amended, suspended or terminated by the Company at any time;
- (b) the grant of the RSU Award is voluntary and occasional and does not create any contractual or other right to receive future RSU Awards, or benefits in lieu of RSU Awards, even if RSU Awards have been granted repeatedly in the past;
- (c) all decisions with respect to future RSU Awards, if any, will be at the sole discretion of the Company;
- (d) the Participant's participation in the Plan is voluntary;
- (e) the future value of the Shares underlying the RSU Award is unknown and cannot be predicted with certainty;
- (f) no claim or entitlement to compensation or damages shall arise from the forfeiture of the RSU Award resulting from a Termination of Service (for any reason whatsoever and whether or not in breach of local labor laws), and in consideration of the RSU Award to which the Participant is otherwise not entitled, the Participant irrevocably agrees never to institute any claim against the Company and/or the Employer, waives the Participant's ability, if any, to bring any such claim, and releases the Company and/or the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claims; and
- (g) for the Participants residing outside of the U.S.A.:
  - (A) the RSU Award and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;
  - (B) the RSU Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, dismissal, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to past services for the Employer, the Company or any Parent, Subsidiary or Affiliate; and
  - (C) in the event of the Participant's Termination of Service (whether or not in breach of local labor laws), the Participant's right to vest in the RSU Award under the Plan, if any, will terminate effective as of the date of Termination of Service and; the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing service for purposes of this RSU Award.

8. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the sale of the Shares acquired upon vesting of the RSU Award. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

9. **Data Privacy.**

(a) The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other RSU Award materials by and among, as applicable, the Employer, the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

(b) The Participant understands that the Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all RSU Awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data").

(c) The Participant understands that Data will be transferred to the Company stock plan service provider as may be selected by

the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections from the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the Company stock plan service provider and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. The Participant understands, however, that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

**10. Non-Disclosure of Confidential Information.**

(a) The Participant acknowledges that the Company's business and services are highly specialized, the identity and particular needs of the Company's customers, suppliers, and independent contractors are not generally known, and the documents, records, and information regarding the Company's customers, suppliers, independent contractors, services, methods of operation, policies, procedures, sales, pricing, and costs are highly confidential information and constitute trade secrets. The Participant further acknowledges that the services rendered to the Company by the Participant have been or will be of a special and unusual character which have a unique value to the Company and that the Participant has had or will have access to trade secrets and confidential information belonging to the Company, the loss of which cannot be adequately compensated by damages in an action at law.

(b) The Participant agrees to not use, disclose, upload, download, copy, transfer, or delete any Confidential Information, including trade secrets except as required in the performance of the Participant's duties to the Company. "**Confidential Information**" means information that the Company has obtained in connection with its present or planned business, including information the Participant developed in the performance of the Participant's duties for the Company, the disclosure of which could result in a competitive or other disadvantage to the Company. Confidential Information includes, but is not limited to, all information of Company to which the Participant has had or will have access, whether in oral, written, graphic or machine-readable form, including without limitation, records, lists, specifications, operations or systems manuals, decision processes, policies, procedures, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research, business or financial information, plans, strategies, forecasts, forecast assumptions, business practices, marketing information and material, customer names, vendor lists, independent contractor lists, identities, or information, proprietary ideas, concepts, know-how, methodologies and all other information related to Company's business and/or the business of any of its affiliates, knowledge of the Company's customers, suppliers, employees, independent contractors, methods of operation, trade secrets, software, software code, methods of determining prices. Confidential Information shall also include all information of a third party to which Company and/or any of its affiliates have access and to which the Participant has had or will have access. The Participant will not, directly, or indirectly, copy, take, disclose, or remove from the Company's premises, any of the Company's books, records, customer lists, or any Confidential Information. The Participant acknowledges and understands that, pursuant to the Defend Trade Secrets Act of 2016: An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the individual's attorney and use the trade secret information in the court proceeding if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended to prohibit the Participant from providing confidential information, reporting to or participating in an investigation with a government agency or authority about a possible violation of law, or from making other disclosures protected by applicable whistleblower statutes. As used in this Section 10, "Company" includes any Parent, Subsidiary or Affiliate.

**11. Employee Non-Solicitation.** The employee non-solicitation provisions contained in Section 11(a) apply to all Participants, and the provisions in Section 11(b) apply to all Participants except California employees. As used in this Section 11, "Company" includes any Parent, Subsidiary or Affiliate.

(a) Non-Solicitation of Employees During Employment. During the term of the Participant's employment with the Company,

the Participant will not, either on the Participant's own account or for any person, firm, partnership, corporation, or other entity (a) solicit, interfere with, or endeavor to cause any employee of the Company to leave employment with the Company; or (b) induce or attempt to induce any such employee to breach their obligations to the Company.

(b) **Non-Solicitation of Employees After Employment.** For a period of twelve (12) months following the date of the Participant's separation from employment with the Company for any reason, the Participant will not, either on the Participant's own account or for any person, firm, partnership, corporation, or other entity, (a) solicit, interfere with, or endeavor to cause any employee of the Company to leave employment with the Company; (b) refer any employee of the Company to anyone outside of the Company for the purpose of that employee seeking, obtaining, or entering into an employment relationship and/or agreement to provide services; or (c) induce or attempt to induce any such employee to breach their obligations to the Company.

**12. Customer Non-Solicitation.** The customer non-solicitation provisions contained in Section 12(a) apply to all Participants, and the provisions in Section 12(b) apply to all Participants except California employees. As used in this Section 12, "Company" includes any Parent, Subsidiary or Affiliate.

(a) **Non-Solicitation of Customers During Employment.** During the term of the Participant's employment with the Company, the Participant will not solicit, induce, or attempt to induce any past or current customer of the Company (i) to cease doing business, in whole or in part, with the Company; or (ii) to do business with any other person, firm, partnership, corporation, or other entity which performs services similar to or competitive with those provided by the Company.

(b) **Non-Solicitation of Customers After Employment.** For a period of twelve (12) months following the date of the Participant's separation from employment with the Company for any reason, the Participant will not, either on the Participant's own account or for any person, firm, partnership, corporation, or other entity, either directly or through others, solicit, induce, or attempt to induce any past or current Customer (defined below) of the Company to terminate, reduce, or negatively alter his/her/its relationship with the Company or to do business with a Competing Company (defined below). The geographic scope of the covenants described in this Section 12 shall include any city, county, or state of the United States and any such other city, territory, country, or jurisdiction in which Participant has worked and/or performed services for the Company. For purposes of this Section 12, "Customer" means any person, company or entity that: (a) was a customer of the Company during the last two (2) years of Participant's employment and/or at the time of the termination of Participant's employment; or (b) was engaged in active negotiations with the Company relating to the purchase of services or products from the Company at any time during the two (2) years immediately prior to the termination of Participant's employment. A "Customer" shall not include any customer that Participant did not solicit, service, or have business-related dealings with or receive Confidential Information about in the last two (2) years of Participant's employment with the Company.

**13. Non-Compete.** The non-compete provision contained in this Section 13 applies to all Participants except California employees. As used in this Section 13, "Company" includes any Parent, Subsidiary or Affiliate. For a period of twelve (12) months following the date on which the Participant's employment with the Company terminates for any reason, regardless of whether the termination is initiated by the Participant or the Company, the Participant agrees that the Participant will not: (A) provide services that are the same or similar in function or purpose to that which Participant performed for the Company to a Competing Company within the Restricted Area (defined below); (B) own (other than the ownership of five percent (5%) or less of the shares of a publicly traded company) or operate a business that is a competitor of the Company; or (C) provide services that are otherwise likely to result in the use or disclosure of the Company's Confidential Information.

A "Competing Company" is a person or entity engaged in the provision of a product or service which competes with the products and services offered by the Company and as to which Participant (a) had business-related involvement or (b) received Confidential Information about during the last two (2) years of Participant's employment with the Company. The "Restricted Area" means the Company's area of legitimate competitive concern based on Participant's responsibilities to Flex and knowledge of the Company's Confidential Information and goodwill with customers, clients, business partners, dealers, and agents as it exists in view of all relevant facts and circumstances. If Participant is or was an employee with defined geographic responsibilities, the Restricted Area shall include all geographies over which Participant had assigned responsibilities during the last two (2) years of Participant's employment with the Company.

**14. Additional Post-Employment Restrictive Covenant Terms.**

(a) **Consideration.** Participant acknowledges that s/he would not have received the benefits and consideration provided under this Agreement but for his/her agreement to abide by its Non-Disclosure, Non-Solicitation, and Non-Compete (collectively, "Post-Employment Restrictive Covenants") terms and that Participant's agreement to the Post-Employment Restrictive Covenants is a material component of the consideration for this Agreement. Participant understands that s/he has the right to consult with an attorney

regarding the terms of this Agreement before signing it, and that s/he has had at least 14 days to review the Agreement.

(b) **Subsequent Employment.** Participant agrees that, while employed by the Company and for twelve (12) months thereafter, Participant will communicate the terms of the Post-Employment Restrictive Covenants to any person, firm, association, partnership, corporation, or other entity that Participant intends to become employed by, associated with or represent, or contract for, prior to accepting and engaging in such employment, contract, association and/or representation.

(c) **Tolling.** Participant agrees that the applicable Restricted Period shall be tolled and suspended during and for the pendency of any violation of the Post-Employment Restrictive Covenants' terms and for the pendency of any legal proceedings to enforce these terms, and that all time that is part of or subject to such tolling and suspension shall not be counted toward the 12-month duration of the Restricted Period.

(d) **Reasonable and Necessary.** Participant agrees that the Post-Employment Restrictive Covenants set forth in Sections 11, 12 and 13 are reasonable and necessary for the protection of the Company's legitimate business interest, that they do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Company, that they contain reasonable limitations as to time and scope of activity to be restrained, that they do not unduly restrict Participant's ability to earn a living, and that they are not unduly burdensome to Participant.

(e) **Judicial Modification.** If any restriction set forth in Sections 11, 12 or 13 is found by a court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

(f) **Non-U.S. Country-Specific Provisions.** The restrictions contained in Sections 12 and 13 do not apply to Participant if Participant works and resides in a country that mandates, as a non-waivable condition, continued pay during the Restricted Period, unless the Company advises the Participant that it will tender such pay, which shall be in the minimum amount required by applicable law.

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

**16. Governing Law; Venue; Severability.** This Agreement shall be governed by and construed in accordance with the internal laws of the state where you reside, excluding that body of laws pertaining to conflict of laws. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by the RSU Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the state where you reside and agree that such litigation shall be conducted only in the applicable federal courts for the state where you reside, or if he issue cannot be adjudicated by federal courts, then the state courts for the state where you reside. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

**17. Notices.** Any notice required to be given or delivered to the Company shall be in writing and addressed to the Vice President of Finance of the Company at its corporate offices at 847 Gibraltar Drive, Milpitas, California 95035. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address indicated on the signature page hereto or to such other address as the Participant may designate in writing from time to time to the Company. All notices shall be deemed effectively given upon personal delivery, three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested), one (1) business day after its deposit with any return receipt express courier (prepaid), or one (1) business day after transmission by facsimile.

**18. Headings.** The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. All references herein to Sections will refer to Sections of this Agreement.

**19. Language.** If the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control.

**20. Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party

designated by the Company.

**21. Exhibit A.** Notwithstanding any provision in this Agreement to the contrary, the RSU Award shall be subject to any special terms and provisions as set forth in Exhibit A to this Agreement for the Participant's country. Moreover, if the Participant relocates to one of the countries included in Exhibit A, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. Exhibit A constitutes part of this Agreement.

**22. Code Section 409A.** With respect to U.S. taxpayers, it is intended that the terms of the RSU Award will comply with the provisions of Section 409A of the Code and the Treasury Regulations relating thereto so as not to subject the Participant to the payment of additional taxes and interest under Section 409A of the Code, and this Agreement will be interpreted, operated and administered in a manner that is consistent with this intent. In furtherance of this intent, the Committee may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, in each case, without the consent of the Participant, that the Committee determines are reasonable, necessary or appropriate to comply with the requirements of Section 409A of the Code and related U.S. Department of Treasury guidance. In that light, the Company makes no representation or covenant to ensure that the RSU Awards that are intended to be exempt from, or compliant with, Section 409A of the Code are not so exempt or compliant or for any action taken by the Committee with respect thereto.

**23. Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSU Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**24. Remedies.** In addition to all of the remedies otherwise available to the Company, the Company shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of Sections 10, 11, 12 and 13 of this Agreement. Participant further agrees that, in the event of a breach of Sections 10, 11, 12 and/or 13, (a) the Company shall be entitled to all of its remedies at law or in equity, including but not limited to monetary damages; (b) the Company shall be entitled to an accounting and repayment from Participant of all profits, compensation, commissions, remuneration or benefits that Participant directly or indirectly realized or may realize as a result of or in connection with any breach of the Post-Employment Restrictive Covenants, and such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company may be entitled at law or equity. All of the Company's remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy will not be deemed to exclude any other remedies.

**25. Entire Agreement; Recoupment.**

(a) The Plan and this Agreement, together with all its Exhibits, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to the specific subject matter hereof.

(b) In consideration of the grant of the RSU Award to the Participant, and notwithstanding anything in this Agreement to the contrary, (i) the RSU Award shall be subject to cancellation, and (ii) any Shares issued or payments made pursuant to the RSU Award shall be subject to recovery, clawback and/or recoupment, in each case, (x) as set forth in Section 14.16 of the Plan pursuant to any clawback or similar policy that the Company adopts or amends (or has adopted or amended), or (y) as required under applicable law or any applicable requirement of any share exchange on which such Shares may be listed.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

**FLEX LTD.**

**PARTICIPANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_



**FLEX LTD. AMENDED AND RESTATED 2017 EQUITY INCENTIVE PLAN**

**EXHIBIT A TO THE  
RESTRICTED SHARE UNIT AWARD AGREEMENT  
FOR NON-U.S. PARTICIPANTS**

***Terms and Conditions***

This Exhibit A includes additional terms and conditions that govern the RSU Award granted to the Participant under the Plan if the Participant resides in one of the countries listed below. Certain capitalized terms used but not defined in this Exhibit A have the meanings set forth in the Plan and/or the Agreement.

***Notifications***

This Exhibit A also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of July 2023. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Exhibit A as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time that the RSU Award vests and Shares are issued to the Participant or the Participant sells Shares acquired upon vesting of the RSU Award under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice (including for the avoidance of doubt legal and tax advice) as to how the relevant laws, regulations, guidance or any other similar rules in the Participant's country may apply to his or her situation.

Finally, if the Participant is a citizen or resident of a country other than the one in which he or she is currently working or transfers employment after the Date of Grant, the information contained herein may not be applicable to the Participant.

**PART 1 – LOCAL TERMS AND CONDITIONS**

**AUSTRIA**

***Notifications***

**Exchange Control Information.** If the Participant holds Shares acquired under the Plan outside of Austria, the Participant must submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of any given quarter does not exceed €5,000,000. If the threshold is exceeded, quarterly obligations are imposed, with the reporting deadline being the fifteenth day of the month immediately following the end of a calendar quarter.

When the Participant sells Vested Shares issued under the Plan, there may be exchange control obligations if the cash received is held outside of Austria. If the transaction volume of all the Participant's accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month.

**Consumer Protection Information.** To the extent that the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the Plan, the Participant may be entitled to revoke his or her acceptance of the Agreement if the conditions listed below are met:

If the Participant accepts the RSU Award outside of the business premises of the Company, the Participant may be entitled to revoke his or her acceptance of the Agreement, provided the revocation is made within fourteen days after the Participant accepts the Agreement.

The revocation must be in written form to be valid. It is sufficient if the Participant returns the Agreement to the Company or the Company's representative with language that can be understood as the Participant's refusal to conclude or honor the Agreement, provided the revocation is sent within the period set forth above.

## **BRAZIL**

### ***Terms and Conditions***

This provision replaces Section 9 of the Agreement:

The Participant understands that the Company may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Parent, Subsidiary or Affiliate, details of all RSU Awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, and that the Company will process said data and other data lawfully received from any third party ("**Personal Data**") for the exclusive purpose of managing and administering the Plan and complying with applicable laws and regulations. The Participant also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that the Participant's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant's ability to participate in the Plan. Personal Data may be transferred to relevant parties for the purposes of managing the Plan, such as banks, other financial institutions or brokers involved in the management and administration of the Plan. More specifically, the Participant further understands that the Company and any Parent, Subsidiary or Affiliate will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan, and that the Company and any Parent, Subsidiary or Affiliate may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom the Participant may elect to deposit any Vested Shares acquired under the Plan or any proceeds from the sale of such Shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that these recipients may be acting as controllers or processors, as the case may be, according to applicable privacy laws, and that they may be located in or outside Brazil, such as in the United States and/or Singapore or elsewhere, in countries that may provide a different level of data protection as intended under Brazilian privacy law.

Participants can exercise their rights over their Personal Data at any time. The rights include access to their Personal Data, rectification of outdated Personal Data, information on the sharing of Personal Data with third parties, among others. Further information on how the Company processes Personal Data and how to contact the Company in case of doubts or requests are set out in the Company's privacy notice, which is available at: <https://flex.com/company/policies/privacy-policy>.

### ***Notifications***

**Compliance with Law.** By accepting the RSU Award, the Participant acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes (including, but not limited to, income tax, social security contributions, capital gains taxes and foreign exchange taxes) associated with the RSU Award, the receipt of any dividends, and the sale of Vested Shares issued under the Plan.

**Exchange Control Reporting Information.** If the Participant is a resident or domiciled in Brazil, he or she will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights (i.e., the Shares individually and/or together with any other assets or rights) is equal to or greater than US\$1,000,000 (approximately BRL4,800,000 as of July 2023) as verified on December 31<sup>st</sup> of any given calendar year. Additionally, if said aggregate value of assets and rights held abroad by the Participant is equal to or greater than US\$ 100,000,000 or its equivalent in other currencies (approximately BRL 480,000,000 as of July 2023), as verified on March 31<sup>st</sup>, June 30<sup>th</sup> and/or September 30<sup>th</sup> of any given calendar year, he or she will be required to submit one or more quarterly declarations to the Central Bank of Brazil, as applicable according to the dates and times defined by such authority. Foreign individuals holding Brazilian visas and residency authorizations are considered Brazilian residents for purposes of this reporting requirement and must declare at least the assets held abroad that were acquired subsequent to the Participant's date of admittance as a resident of Brazil. Assets and rights that must be reported include Shares issued upon vesting of the RSU Award under the Plan.

**Tax Reporting Information.** Assets and rights held by the Participant (including the Shares) must also be declared and described in his or her annual individual income tax return in the section "*Bens e Direitos*", subsections "*Situação em 12.31.⟨year⟩*" and "*Discriminação*".

**Risk Factor.** By accepting this RSU Award, the Participant hereby represents and acknowledges that investment in the Shares underlying the RSU Award involves a degree of risk. If the Participant elects to participate in the Plan, the Participant

should monitor their participation and consider all risk factors relevant to the vesting or delivery of the Shares acquired upon vesting of the RSU Award.

## CANADA

### *Terms and Conditions*

**French Language Provision.** The following provision will apply if the Participant is a resident of Quebec:

The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention.

**Termination of Service.** This provision supplements Section 1.1(c) of the Agreement:

In the event of involuntary Termination of Service (whether or not in breach of local labor laws), the Participant's right to receive and vest in the RSU Award under the Plan, if any, will terminate effective as of the date that is the earlier of: (1) the date the Participant receives notice of Termination of Service from the Company or the Employer, or (2) the date the Participant is no longer actively providing service by the Company or his or her Employer regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to, statutory law, regulatory law and/or common law); the Committee shall have the exclusive discretion to determine when the Participant no longer actively providing service for purposes of the RSU Award.

**Data Privacy.** This provision supplements Section 9 of the Agreement:

The Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Participant further authorizes the Company, any Parent, Subsidiary or Affiliate and the Committee to disclose and discuss the Plan with their advisors. The Participant further authorizes the Company and any Parent, Subsidiary or Affiliate to record such information and to keep such information in the Participant's employee file.

### *Notifications*

**Grant of RSU Award.** The RSU Award does not constitute compensation nor is in any way related to the Participant's past services and/or employment to the Company, the Employer, and/or a Parent, Subsidiary or Affiliate of the Company.

## CHINA

### *Terms and Conditions*

**Issuance of Vested Shares and Sale of Shares.** This provision supplements Section 1.1(d) of the Agreement:

Due to local regulatory requirements, upon the vesting of the RSU Award, the Participant agrees to the immediate sale of any Vested Shares to be issued to the Participant upon vesting and settlement of the RSU Award. The Participant further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Vested Shares (on the Participant's behalf pursuant to this authorization) and the Participant expressly authorizes the Company's designated broker to complete the sale of such Vested Shares. The Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Vested Shares at any particular price. Upon the sale of the Vested Shares, the Company agrees to pay the Participant the cash proceeds from the sale, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items.

**Exchange Control Requirements.** The Participant understands and agrees that, pursuant to local exchange control requirements, the Participant will be required to immediately repatriate the cash proceeds from the sale of Vested Shares underlying the RSU Award to China. The Participant further understands that, under local law, such repatriation of his or her cash proceeds may need to be effectuated through a special exchange control account established by the Company, any Parent, Subsidiary, Affiliate or the Employer, and the Participant hereby consents and agrees that any proceeds from the sale of Vested

Shares may be transferred to such special account prior to being delivered to the Participant. The Company is under no obligation to secure any exchange conversion rate, and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions in China. The Participant agrees to bear any currency fluctuation risk between the time the Vested Shares are sold and the time the sale proceeds are distributed through any such special exchange account. The Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China. These requirements will not apply to non-PRC citizens.

**Administration.** The Company and its Parent, Subsidiary, Affiliate or the Employer shall not be liable for any costs, fees, lost interest or dividends or other losses the Participant may incur or suffer resulting from the enforcement of the terms of this Exhibit A or otherwise from the Company's operation and enforcement of the Plan and the Agreement in accordance with the PRC law including, without limitation, any applicable local exchange control rules, regulations and requirements.

#### **Data Privacy**

- (a) **Data Collection and Usage.** The Company collects, processes and uses personal data about the Participant, including but not limited to, the Participant's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Employer. In order for the Participant to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Vested Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Participant's personal data is based on the Participant's consent, the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests, and the Participant hereby confirms and agrees that the Company shall be entitled to collect, process, use and cross-border transfer such personal data for the purpose of implementation of the Plan.
- (b) **Stock Plan Administration and Service Providers.** The Company may transfer the Participant's data to one or more third party stock plan service providers based in the U.S. and/or Singapore, which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Participant to receive and trade Vested Shares. The Participant may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).
- (c) **International Data Transfers.** The Participant's personal data will be transferred from the Participant's country to the U.S. and/or Singapore, where the Company is based, and may be further transferred by the Company to the U.S. and/Singapore, where its service providers are based.
- (d) **Data Retention.** The Company will use the Participant's personal data only as long as necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Participant's personal data, which will generally be ten (10) years after the Participant participates in the Plan, the Company will delete such data, or make data anonymize such data on its systems. If the Company keeps the data longer, it would be to satisfy any applicable legal or regulatory obligations.
- (e) **Data Subject Rights.** The Participant understands that he or she may have a number of rights under data privacy laws in China. Subject to the applicable data protection laws and regulations in China, as updated from time to time, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions or reject on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Participant's jurisdiction, (vii) request for an explanation on the data processing rules, and/or (viii) receive a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding these rights or to exercise these rights, the Participant can contact his or her local human resources department.

#### **CZECH REPUBLIC**

##### *Notifications*

**Exchange Control Information.** If the Czech National Bank notifies the Participant that he/she is considered by the Czech

National Bank as a statistically significant reporting person for the purpose of the balance of payments statistics, the Participant will need to file a notification to the Czech National Bank on an annual basis regarding the Shares held by such Participant.

## **DENMARK**

### ***Notifications***

**Danish Stock Options Act.** The Participant will receive an Employer Statement pursuant to the Danish Act on Stock Options.

**Exchange Control/Tax Reporting Information.** The Danish Tax Administration automatically receives information about brokerage accounts held with brokers or banks outside Denmark. As the Danish Tax Administration does not necessarily receive information about transactions made on foreign brokerage accounts on an ongoing basis, the numbers which appear in the Danish Tax Administration's e-self-service, *TastSelv*, may not be correct. The Participant has a duty to control the numbers in *TastSelv* no later than 1 July following the expiration of the foregoing income year. In the event the numbers are not correct, the Participant shall before 1 July correct and submit the correct numbers in the Danish Tax Administration's e-self-service, *TastSelv*. In addition, the Participant shall contact the Danish Tax Administration and inform them about the following: (i) the name of the Shares purchased or sold, (ii) the number of Shares purchased or sold, (iii) the time the Shares were purchased or sold, (iv) the price per Share and (v) the total price paid for the Shares, including transaction costs, if any.

The Participant shall send the transaction information via the contact formula in the e-self-service, *TastSelv*, with documentation in the form of account statements from the broker or bank to be included.

## **FINLAND**

**Employee Non-Solicitation, Customer Non-Solicitation and Non-Compete.** This provision supplements Sections 11, 12 and 13 of the Agreement:

The Participant acknowledges and agrees that After Employment Employee Non-Solicitation, Customer Non-Solicitation and Non-Compete obligations are not considered Post-Employment Non-Compete Agreements under the Finnish Employment Contracts Act and, therefore, the Participant is not entitled to any additional compensation for these obligations.

**Nature of Grant.** This provision supplements Section 7(f) of the Agreement:

Notwithstanding the above, the Participant has the right to make claims against the Employer on any matters relating to the possible employment relationship, unless otherwise agreed between the Employer and the Participant after the termination of employment.

## **FRANCE**

### ***Term and Conditions***

**Language Consent.** By accepting the RSU Award, the Participant confirms having read and understood the documents relating to this grant (the Plan, the Agreement and this Exhibit A) which were provided in English language. The Participant accepts the terms of those documents accordingly.

*En acceptant l'attribution, vous confirmez ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan, le contrat et cette Annexe) qui ont été communiqués en langue anglaise. Vous acceptez les termes en connaissance de cause.*

**Nature of Grant.** By accepting the RSU Award, the Participant acknowledges and agrees that, as provided for under the Plan and Agreement provisions, the grant of the RSU Award is discretionary in nature by the Company and as such may be amended, suspended or terminated by the Company at any time. It does not create any claim or entitlement to compensation or damages under the French employment agreement signed between the Participant and the Employer.

**Non-Qualified status of the RSU Award.** The RSU Award is not intended to qualify for the special tax and social security treatment in France applicable to shares granted for no consideration under Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 and L. 22-10-60 of the French Commercial Code, as amended.

**Foreign Account Reporting Notification.** The Participant must report annually any shares and bank accounts he/she holds outside France, including the accounts that were opened, held, used and/or closed during the tax year, to the French tax authorities, on an annual basis on a special Form N° 3916, together with his/her personal income tax return. This specific reporting obligation applies also to securities accounts opened for the purpose of the grant of the RSU Award. Failure to report triggers a significant penalty.

## GERMANY

### *Notifications*

**Exchange Control Notification.** Cross-border payments in excess of €12,500 must be reported on a monthly basis. If the Participant makes or receives a payment in excess of this amount, the Participant must report the payment to Bundesbank electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available via Bundesbank’s website (www.bundesbank.de). If the Participant uses a German bank to effect a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for the Participant. In addition, the Participant must report any (i) receivables or (ii) payables vis-à-vis foreigners exceeding in each case of (i) and (ii) a total amount of €5,000,000 at the end of the relevant calendar month. Finally, the Participant must report Shares on an annual basis in case the Participant holds at least 10% of the Shares or the total voting rights of the Company.

**Foreign Asset/Account Reporting Notification.** If the acquisition of Shares in the Company under the Plan leads to a so-called “qualified participation” at any point during the calendar year, the Participant will need to report the acquisition when filing the tax return for the relevant year (at the latest 14 months after the end of such calendar year). A “qualified participation” is attained if (i) the acquisition costs of all participations in the Company exceed €150,000 (if the Participant owns 1% or more of the Company’s nominal share capital) or (ii) the participant holds Shares exceeding 10% of the nominal share capital of the Company.

### *Terms and Conditions*

**Tax Obligations.** The following provisions supplement the “Vesting / Release” definition of the Agreement:

The applicable tax withholding and reporting shall be contingent on the closing prices of the Shares on the Release Date (*Zuflusszeitpunkt*). The 20-Day Closing Price Average shall be disregarded for the Participant.

## HONG KONG

### *Terms and Conditions*

*Warning: The RSU Award and Shares acquired upon vesting of the RSU Award do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company, its Parent, Subsidiary or Affiliates. The Agreement, including this Exhibit A, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. Nor have the documents been reviewed by any regulatory authority in Hong Kong. The RSU Award is intended only for the personal use of each eligible Employee of the Employer, the Company or any Parent, Subsidiary or Affiliate and may not be distributed to any other person.*

**Sale Restriction.** Notwithstanding anything contrary in the Notice, the Agreement or the Plan, in the event the Participant’s RSU Award vests such that Vested Shares are issued to the Participant or his or her heirs and representatives within six months of the Date of Grant, the Participant agrees that the Participant or his or her heirs and representatives will not dispose of any Vested Shares acquired prior to the six-month anniversary of the Date of Grant.

### *Notifications*

**Nature of Scheme.** The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

## HUNGARY

### **A IF THE PARTICIPANT IS AN EMPLOYEE**

### ***Terms and Conditions***

**Employment related provisions.** The Employer's prior consent is required for the delivery of the Agreement between the Participant and the Company or any Parent, Subsidiary or Affiliate if it is not the Employer of the Participant.

Section 13 of the Agreement shall not be deemed as a non-compete agreement under Hungarian labour law; it is considered as a non-compete agreement concluded between the Company or any Parent, Subsidiary or Affiliate and the Participant on a contractual basis.

## **INDIA**

### ***Notifications***

**Exchange Control Information.** The Participant must repatriate the proceeds from the sale of Vested Shares acquired under the Plan within 180 days after receipt. The Participant must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Employer requests proof of repatriation. It is the Participant's responsibility to comply with applicable exchange control laws in India. This only applies to a Participant who qualifies as a person resident in India under the Indian foreign exchange laws.

Additionally, the Participant must inform their Employer of any divestment made by them in relation to the Vested Shares within 7 days of undertaking such divestment. This is to enable the Indian Employer to undertake the mandatory reporting of the investment and divestment made by the Participant(s) to the Reserve Bank in India in Form OPI.

**Foreign Asset / Account Reporting Information.** The Participant is required to declare any foreign bank accounts and any foreign financial assets (which includes Vested Shares held in the Participant's offshore brokerage account) in the Participant's annual tax return. It is the Participant's responsibility to comply with this reporting obligation. Additionally, upon the event of any income arising to the Participant out of the Vested Shares, the Participant will be obligated to report such income in his / her annual tax return. This only applies to a Participant who is an ordinary resident of India under Indian tax law.

## **IRELAND**

### ***Terms and Conditions***

**Data Privacy:** Section 9 of the Agreement is replaced by the following:

- (a) The Employer or as the case may be the Company, its Parent, a Subsidiary or an Affiliate will collect, use and transfer as required among the aforementioned parties, in electronic or other form, the Participant's personal data as described in this Agreement and any other RSU Award materials for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.
- (b) The Participant understands that the Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all RSU Awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("**Data**").
- (c) The Participant understands that Data will be transferred to the Company stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States, Singapore or elsewhere, and that the recipients' country (e.g., the United States or Singapore) may have different data privacy laws and protections from the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the Company stock plan service provider and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any

time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or object to the processing of Data, in any case without cost, by contacting in writing his or her local human resources representative. The Participant understands, however, that objecting to processing of Data may affect the Participant's ability to participate in the Plan. For more information on the consequences of an objection, the Participant understands that he or she may contact his or her local human resources representative.

### *Notifications*

**Director Notification Obligation.** Directors, shadow directors and secretaries of the Company's Irish Subsidiary or Affiliate are subject to certain notification requirements under the Irish Companies Act. Directors, shadow directors and secretaries must notify the Irish Subsidiary or Affiliate in writing of their interest in the Company and the number and class of Shares or rights to which the interest relates within five days of the issuance or disposal of Shares or within five days of becoming aware of the event giving rise to the notification. This disclosure requirement also applies to any rights or Shares acquired by the director's spouse or children (under the age of 18).

**Reporting Obligations to the Irish Revenue Commissioners.** The Company and/or the Employer have certain mandatory reporting obligations to the Irish Revenue Commissioners in relation to the operation of the Agreement and the Plan. The Participant acknowledges this obligation and agrees that the Company and/or the Employer may share certain information in relation to the RSU Reward and Vested Shares with the Irish Revenue Commissioners to satisfy this obligation.

### ISRAEL

**Israeli Sub-Plan.** The RSU Award is also subject to the Sub-Plan for Israeli Participants (the "**Israeli Sub-Plan**") which is considered as a part of the Plan. The terms used herein shall have the meaning ascribed to them in the Plan or Israeli Sub-Plan. In the event of any conflict, whether explicit or implied, between the provisions of the Agreement and the Israeli Sub-Plan, the provisions set out in the Israeli Sub-Plan shall prevail. By accepting this RSU Award, the Participant acknowledges that a copy of the Israeli Sub-Plan has been provided to the Participant and agreed to the terms of such Israeli Sub-Plan.

**Designation.** If the Participant is an employee of an Employer, the RSU Award will be subject to the trustee capital gain tax treatment in accordance with the provisions of Section 102(b)(2) and 102(b)(3) of the Israeli Income Tax Ordinance [New Version], 5721-1961 ("**Section 102**" and "**Capital Gains Route**" and the "**Ordinance**", respectively) and it has been designated as a 102 Award (as defined in the Israeli Sub-Plan), subject to compliance with the requirements under Section 102 and any associated rules or regulations, including the execution of the Agreement and the acknowledgments included below. In respect of Capital Gain Award, the tax is only due upon sale of the underlying Shares or upon release of the underlying Shares from the holding or control of the Trustee.

If the Participant is an Israeli resident however is engaged by the Company or any other non-Israeli Subsidiary or is a consultant or service provider of the Company's Israeli resident Subsidiary, the RSU Award will be subject to tax upon vesting and settlement in accordance with Section 3(i) of the Ordinance.

**Trustee Arrangement.** With respect to any Award under the Capital Gains Route - the RSU Award and the Shares issued upon settlement of such RSU Award, and/or any additional rights, including without limitation any right to receive any dividends or any Shares received as a result of an adjustment made under the Plan that may be granted in connection with the RSU Award (the "**Additional Rights**"), will be issued to the Trustee or placed under the control of the Trustee under a supervisory trustee arrangement for at least the period stated in Section 102 under the Capital Gains Route or any shorter period of time as determined by the Israeli Tax Authority ("**Holding Period**" and the "**ITA**", respectively). In the event the RSU Awards do not meet the requirements of Section 102, such RSU Awards and the underlying Shares shall not qualify for the favorable tax treatment under Section 102. In accordance with the requirements of Section 102 and the Capital Gains Route, during the Holding Period the Participant shall not sell or transfer the underlying Shares or the Additional Rights from the Trustee. Notwithstanding the above, if such sale or transfer occurs before the end of the Holding Period, the sanctions under Section 102 shall apply to and shall be borne by the Participant.

The Company makes no representations or guarantees that the RSU Award will qualify for favorable tax treatment and will not be liable or responsible if favorable tax treatment is not available under Section 102. Any RSU Award accelerated upon termination of employment in accordance with Article 10.2(b) of the Plan may be disqualified from the Capital Gains Route.

Any fees associated with any vesting, sale, transfer or any act in relation to the RSU Awards shall be borne by the Participant. The Trustee and/or the Company and/or any Subsidiary shall be entitled to withhold or deduct such fees from payments otherwise due to the Participant from the Company or any Subsidiary or the Trustee.



**Taxes.** In addition to the provisions included in the Agreement, it is clarified that any and all taxes imposed in respect of the RSU Awards and/or underlying Shares, including, but not limited to, the grant of the RSU Awards, and/or the vesting, exercise, transfer, waiver, or expiration of RSU Awards and/or underlying Shares, and/or the sale of underlying Shares, shall be borne solely by the Participant, and in the event of death, by the Participant's heirs. The Company, any Subsidiary, the Trustee or anyone on their behalf shall not be required to bear the aforementioned tax, directly or indirectly, nor shall they be required to gross up such tax in the Participant's salary or remuneration. The applicable tax shall be withheld from the proceeds of sale of underlying Shares or shall be paid to the Company or any Subsidiary or the Trustee by the Participant. Notwithstanding the foregoing, the Company or any Subsidiary or the Trustee shall be entitled to withhold tax as it deems necessary to comply with applicable law and to deduct any tax from payments otherwise due to the Participant from the Company or any Subsidiary or the Trustee. The ramifications of any future modification of applicable law regarding the taxation of the RSU Awards granted to the Participant shall apply to the Participant accordingly and the Participant shall bear the full cost thereof, unless such modified laws expressly provide otherwise.

**Securities Law Notification.** The Company has obtained an exemption from the requirements of filing a prospectus in Israel with respect to any grant under the Plan. Applicable documentation can be obtained by contacting the Participant's local human resources department.

**Additional Acknowledgments and Undertakings.** In addition to the provisions set out in the Agreement, by accepting an RSU Award classified under the Capital Gains Route, the Participant also confirms that:

1. The Participant is familiar with and understands the provisions of Section 102 and any associated rules or regulations in general, and the tax arrangement under the Capital Gains Route in particular, and agrees to comply with such provisions, as amended from time to time.
2. The Participant agrees that RSU Awards and the Shares that may be issued in connection with the RSU Awards, will be held or controlled by a trustee under a supervisory trustee arrangement for at least the duration of the Holding Period, as determined in Section 102 under the Capital Gains Route.
3. The Participant agrees to the provisions of the trust deed signed between the Company and/or the Employer and the Trustee attached hereto.
4. The Participant understands that any release of such Shares from trust, or any sale of the Shares prior to the termination of the Holding Period constitutes a violation of the terms of Section 102 and agree to bear the relevant sanctions.
5. The Participant authorizes the Company and/or the Employer to provide the Trustee with any information required for the purpose of administering the grant of the RSU Awards, including without limitation information about the Participant's RSU Awards, income tax rates, salary bank account, contact details and identification number and any reasonable information required by the Trustee.
6. The Participant declares that he/she is a resident of the state of Israel for tax purposes and agree to notify the Company upon any change in the residence address and acknowledge that if he/she ceases to be an Israeli resident or if his/her engagement with the Company or any Subsidiary is terminated, the RSU Awards and underlying Shares shall remain subject to Section 102, the trust agreement, the Plan and grant document.
7. The Participant acknowledges, understands and agrees that the RSU Awards are an extraordinary, one-time benefit granted to the Participant, and does not create any contractual or other right to receive a future grant of RSU Awards.

The grant of the RSU Awards is conditioned upon the Participant signing all documents requested by the Company, the Employer or the Trustee.

## **ITALY**

### ***Terms and Conditions***

**Data Privacy.** This provision replaces Section 9 of the Agreement:

The Participant understands that as a Data Controller according to Art 4 Para 1.7 Reg. UE/2016/679 ("**GDPR**") the Company and the Employer as the Privacy Representative of the Company in Italy (the "**Controller**"), may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Parent, Subsidiary or Affiliate, details of all RSU Awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor. The Company and the Employer inform the Participant as per Art. 12-13 GDPR that they will process said data and other data lawfully received from a third party ("**Personal Data**") according to a level of security equal to that required by the GDPR or by the US Data Privacy Framework; Personal Data will be processed for the exclusive purpose of

managing and administering the Plan (and so on the legal basis of Art. 6 para. 1 lit. b GDPR) and complying with applicable laws, regulations and Community legislation (and so on the legal basis of Art. 6 para. 1 lit. c GDPR). The Participant understands that Personal Data may also be transferred to the independent registered public accounting firm engaged by the Company, and also to the legitimate addressees under applicable laws. The Participant also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that the Participant's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant's ability to participate in the Plan. The Participant understands that Personal Data will not be publicized, but it may be accessible by the Company and the Employer and within the Employer's organization by its internal and external personnel in charge of processing, and by the data processor, if appointed. The updated list of processors and of the subjects to which Personal Data are communicated will remain available upon request at the Employer. Furthermore, Personal Data may be transferred to banks, other financial institutions or brokers involved in the management and administration of the Plan. The Participant further understands that the Company and any Parent, Subsidiary or Affiliate will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan, and that the Company and any Parent, Subsidiary or Affiliate may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom the Participant may elect to deposit any Vested Shares acquired under the Plan or any proceeds from the sale of such Shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that these recipients may be acting as controllers, processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States, Singapore or elsewhere, in countries that do not provide an adequate level of data protection as intended under Italian privacy law.

Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Personal Data as soon as it has accomplished all the necessary legal obligations connected with the management and administration of the Plan. Otherwise, Personal Data will be processed for the entire period of the Participant's employment relationship and for ten years thereafter or such longer period required to satisfy any applicable legal or regulatory obligations.

The Participant understands that Personal Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Personal Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to GDPR and Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Personal Data abroad, including outside of the European Economic Area, as specified herein and pursuant to applicable laws and regulations, does not require the Participant's consent thereto as the processing is necessary to performance of law and contractual obligations related to implementation, administration and management of the Plan. The Participant understands that, pursuant to Articles 13(2)(b) and (d), 15, 18, 19, 20 and 21 GDPR, he or she has the right at any moment to, including, but not limited to, (a) consult data and request that it be updated, corrected, supplemented, deleted or to object to or restrict its processing, as well as to request its portability, (b) submit a complaint to the Italian Data Protection Authority (the "Authority"), following the procedures and directions published on the Authority's official website at [www.garanteprivacy.it](http://www.garanteprivacy.it). In the event of a request to limit the processing of the data provided, to object to their processing, to their cancellation or to withdraw consent, the Data Controller may reserve the right to retain some of the Participant's data to the extent that they are necessary for the "performance of the contract" or for the protection of its "legitimate interest" pursuant to section 7 of the Legislative Decree no. 196/2003 and to obtain confirmation that Personal Data exists or not, access, verify its contents, origin and accuracy, delete, update, integrate, correct, blocked or stop, for legitimate reason, the Personal Data processing. To exercise privacy rights (which is not subject to any formal constraint and is free of charge), the Participant should contact the Employer. Furthermore, the Participant is aware that Personal Data will not be used for direct marketing purposes. In addition, Personal Data provided can be reviewed and questions or complaints can be addressed by contacting the Participant's human resources department.

**Plan Document Acknowledgement.** The Participant acknowledges that the Participant has read and specifically and expressly approves the following sections of the Agreement: Section 1: Grant of RSU Award; Section 2: Delivery; Section 3: Compliance with Laws and Regulations; Section 4: Rights as Shareholder; Section 5: Stop-Transfer Orders; Section 6: Taxes and Disposition of Shares; Section 7: Nature of Grant; Section 8: No advice Regarding Grant; Section 10: Successors and Assigns; Section 11: Governing Law; Venue; Section 15: Electronic Delivery; Section 16: Exhibit A; Section 18: Imposition of Other Requirements; and the Data Privacy section of this Exhibit A.

## *Notifications*

**Exchange Control Information.** Without limiting in any way Participant's obligations under the Agreement and/or the Plan (also with regard to Section 6: Taxes and Disposition of Shares and Section 8: No Advice Regarding Grant), to participate in the Plan, the Participant – whether he or she is an Italian resident – must comply with exchange control regulations in Italy. The Participant is required to report in his or her annual tax return: (a) any transfers of cash or Vested Shares to or from Italy; (b) any foreign investments or investments held outside of Italy at the end of the calendar year; and (c) the amount of the transfers to and from Italy which have had an impact during the calendar year on the Participant's foreign investments or investments held outside of Italy. The Participant may be exempt from the requirement in (a) if the transfer or investment is made through an authorized broker resident in Italy, as the broker will generally comply with the reporting obligation on his or her behalf. Italian residents may be subject to tax on the value of financial assets held outside of Italy. The taxable amount will be the fair market value of the financial assets, assessed at the end of the calendar year.

## **JAPAN**

### *Notifications*

**Notice of Private Placement in Japan.** Neither the RSU Award nor the Shares to be issued pursuant to the RSU Award have been or will be registered under Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (the "**FIEA**") in respect of this offering, because the offer or solicitation to acquire the RSU Award or the Shares hereunder meets the requirements for exemption from registration pursuant to Article 2, Paragraph 3, Sub-Paragraph 2 "ha" of the FIEA.

**Exchange Control/Tax Reporting Information.** If the aggregate fair value of the Shares issued pursuant to the RSU Award is more than JPY 100,000,000, the reporting requirement is applicable under the Japanese foreign exchange rules. In addition, the Participant is required to report the details of any assets held outside of Japan as of December 31 (including the Shares acquired under the Plan) to the relevant tax authority by March 15 of the following year to the extent such assets have a total net fair market value in excess of JPY 50,000,000.

## **KOREA**

### *Notifications*

**Exchange Control Information.** If the Participant realizes US\$500,000 (approximately KRW 632,500,000 as of July 2023) or more from the sale of Shares, Korean exchange laws require the Participant to repatriate the proceeds to Korea within eighteen months of the sale. In order for the Participant to dispose of its shares which have been originally procured by the Plan (the "**Share Plan Shares**"), according to the recently announced Korean Financial Supervisory Service (FSS) guideline in respect of sale and purchase of listed stocks of a foreign parent company which were procured via a share plan, the Participant is required to (1) open an account with a Korean securities company and (2) put a disposition order through a Korean securities company. Further, the Share Plan Shares are required to be deposited to a foreign depository which is linked to the Korea Securities Depository.

## **MALAYSIA**

**Malaysian Insider Trading.** The Participant should be aware of the Malaysian insider-trading rules, which may impact his or her acquisition or disposal of Shares or rights to Shares under the Plan. Under the Malaysian insider-trading rules, the Participant is prohibited from selling Shares when he or she is in possession of information which is not generally available and which he or she knows or should know will have a material effect on the value of the Shares once such information is generally available.

**Director Notification Obligation.** If the Participant is a director of the Company's Malaysian Subsidiary, he or she is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian Subsidiary in writing when the Participant receives or disposes of an interest (e.g., RSU Award, Shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

**Tax Responsibility of the Participant.** The Participant is required to make an assessment by including the share benefit as income for the basis period in which the Shares are vested, report in the income tax return form of the Participant, the amount in respect of benefits from the Shares that have been vested, and ensure that income tax on that benefit is paid.

## MEXICO

### *Terms and Conditions*

The following provisions supplement Sections 6 and 7 of the Agreement:

#### **Section 7**

**Modification.** By accepting the RSU Award, the Participant understands and agrees that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment.

**Policy Statement.** The RSU Award grant the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at 2 Changi South Lane, Singapore 486123, is solely responsible for the administration of the Plan, and participation in the Plan and the grant of the RSU Award do not, in any way, establish an employment relationship between the Participant and the Company since he or she is participating in the Plan on a wholly commercial basis. The Participant expressly recognizes that the Plan and the grant of the RSU Award do not establish any rights between the Participant and his or her sole Employer (Availmed Servicios S.A. de C.V., Grupo Flextronics S.A. de C.V., Flextronics Servicios Guadalajara S.A. de C.V., Flextronics Servicios Mexico S. de R.L. de C.V. or Flextronics Aguascalientes Servicios S.A. de C.V.), nor does it form part of the employment conditions and/or benefits provided by the Employer.

**Plan Document Acknowledgment.** By accepting the RSU Award, the Participant acknowledges that he or she has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety, and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, the Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in the Nature of Grant section of the Agreement, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and any Parent, Subsidiary or Affiliates are not responsible for any decrease in the value of the Shares acquired upon vesting of the RSU Award.

**No Entitlement for Claims or Compensation.** The Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company or his or her Employer for any compensation or damages as a result of his or her participation in the Plan and therefore grants a full and broad release to the Employer, the Company and any Parent, Subsidiary or Affiliates with respect to any claim that may arise under the Plan.

## Spanish Translation

### *Términos y condiciones*

Las siguientes disposiciones complementan las secciones 7 del Acuerdo:

#### **Sección 7**

**Modificación:** Al aceptar el Otorgamiento de Acciones por Bonificación, el Participante entiende y está de acuerdo en que cualquier modificación del Plan o del Acuerdo o su terminación, no constituirá un cambio o disminución de los términos y condiciones de empleo.

**Declaración de Política:** El Otorgamiento de Acciones por Bonificación que la Compañía efectúa conforme al Plan es de forma unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificarlo y discontinuarlo en cualquier momento sin responsabilidad alguna para la Compañía.

La Compañía, con oficinas registradas en 2 Changi South Lane, Singapore 486123 es la única responsable de la administración del Plan y la participación en el Plan y el Otorgamiento de Acciones por Bonificación no establece de forma alguna una relación de trabajo entre el Participante y la Compañía, ya que su participación en el Plan es completamente comercial. El Participante expresamente reconoce que el Plan y el Otorgamiento de Acciones por Bonificación no establece ningún derecho entre el Participante y su único Empleador (Availmed Servicios S.A. de C.V., Grupo Flextronics S.A. de C.V., Flextronics Servicios Guadalajara S.A. de C.V., Flextronics Servicios México S. de R.L. de C.V. o Flextronics Aguascalientes

S.A. de C.V., según sea el caso), ni tampoco forma parte de las condiciones laborales o beneficios provistos por el Empleador.

**Conocimiento del Documento del Plan.** Al aceptar el Otorgamiento de Acciones por Bonificación, el Participante reconoce que ha recibido copia del Plan, ha revisado el mismo, al igual que la totalidad del Acuerdo y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en el Acuerdo.

Además, el Participante reconoce que ha leído, y que aprueba específica y expresamente los términos y condiciones contenidos en la sección denominada Naturaleza del Otorgamiento, en la cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en éste es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) la Compañía, así como su Matriz, Subsidiaria o Filiales no son responsables por cualquier disminución en el valor de las Acciones adquiridas por virtud del Otorgamiento de Acciones por Bonificación.

**Derecho a Reclamaciones o Indemnizaciones.** El Participante declara que no se reserva ninguna acción o derecho para interponer reclamo alguno en contra de la Compañía o su empleador por indemnización o daño alguno como resultado de su participación en el Plan y, en consecuencia, otorga el más amplio finiquito al Empleador, así como a la Compañía o su Matriz, Subsidiaria o Filiales con respecto a cualquier reclamo que pudiera originarse en virtud del Plan.

## NETHERLANDS

### *Notifications*

**Securities Law Information.** The Participant should be aware of the Dutch insider-trading rules, which may impact the sale of Shares acquired under the Plan. In particular, the Participant may be prohibited from effectuating certain transactions if the Participant has inside information about the Company.

Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has “insider information” related to an issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. “Inside information” is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public and which, if published, would reasonably be expected to affect the share price, regardless of the development of the price. The insider could be any Employee in the Netherlands who has inside information as described herein.

Given the broad scope of the definition of inside information, certain Employees working at a Parent, Subsidiary or Affiliate in the Netherlands may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when the Participant has such inside information.

## NORWAY

### *Terms and Conditions*

**Data Privacy.** This provision *replaces* Section 9 of the Agreement:

The Participant understands that the Company and the Employer will process certain personal information about the Participant, including, but not limited to, the Participant’s name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Parent, Subsidiary or Affiliate, details of all RSU Awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant’s favor, and that the *Company* and the Employer will process said data and other data lawfully received from third party (“**Personal Data**”) for the purposes of managing and administering the Plan, the employment relationship and complying with applicable laws and regulations. The legal bases under Regulation (EU) 2016/679 (the “**GDPR**”) are thus (i) the necessity for performing a contract to which the Participant is party (Article 6 no. 1 b)); and (ii) the necessity for compliance with a legal obligation (Article 6 no 1 b)). The Participant also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that the Participant’s refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant’s ability to participate in the Plan. The Participant understands that Personal Data will not be publicized, but it may be accessible by the Employer as the Privacy Representative of the Company and within the Employer’s organization by its internal and external personnel in charge of processing, and by the data processor, if appointed. The updated list of processors and of the subjects to which Personal Data are communicated will remain available upon request at the Employer.

Furthermore, Personal Data may be transferred to banks, other financial institutions or brokers involved in the management and administration of the Plan. The Participant understands that Personal Data may also be transferred to the independent registered public accounting firm engaged by the Company, and also to the legitimate addressees under applicable laws.

The Participant further understands that the Company and any Parent, Subsidiary or Affiliate will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan, and that the Company and any Parent, Subsidiary or Affiliate may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom the Participant may elect to deposit any Vested Shares acquired under the Plan or any proceeds from the sale of such Shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that these recipients may be acting as controllers, processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States and/or Singapore or elsewhere, including countries that do not provide an adequate level of data protection. In the lack of an adequacy decision under Article 45 of the GDPR, the Employer and/or Company will rely on other safeguards, such as binding corporate rules or the Standard Contractual Clauses adopted according to the Commission Implementing Decision on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679.

The Company and the Employer will process the Personal Data for as long as it is necessary to fulfill the employment contract with the Participant, or for as long as it is necessary to comply with a legal obligation to which the Company and/or Employer is subject.

The Participant shall, according to Chapter III of the GDPR, have the right to, including, but not limited to, obtain confirmation that Personal Data exists or not, access, verify its contents, origin and accuracy, delete, update, integrate, correct, blocked or stop, for legitimate reason, the Personal Data processing, and to complain to the national data protection authority. To exercise privacy rights, the Participant should contact the Employer. In addition, Personal Data provided can be reviewed and questions or complaints can be addressed by contacting the Participant's human resources department.

## **POLAND**

### ***Terms and Conditions***

**Restriction on Type of Shares Issued.** Due to tax regulations in Poland, as necessary, the Participant's Vested Shares will be settled in newly issued Shares only. Treasury Shares will not be used to satisfy the RSU Award upon vesting.

## **ROMANIA**

### ***Notifications***

**Exchange Control Information.** If the Participant remits foreign currency into or out of Romania (e.g., the proceeds from the sale of his or her Vested Shares), the Participant may be required to provide the Romanian bank assisting with the transaction with appropriate documentation explaining the source of the income.

### ***Non-compete***

**Applicability.** This provision supplements Section 13 of the Agreement (where applicable):

1. The Participant is forbidden to carry out in his/her own interest or a third party, directly or indirectly, dependent or independent activities in the fields of activity set forth in any confidentiality, non-competition, non-solicitation or similar agreement between the Participant and the Company or any Affiliate thereof, for the benefit of but not limited to any competitor of the Company (i.e., which has the same core business as the Company).
2. The non-competition clause in relation to the competing companies listed above produces its effects across such territories set forth in any confidentiality, non-competition, non-solicitation or similar agreement between the Participant and the Company or any Affiliate thereof.
3. The list of the companies mentioned above shall be supplemented automatically with the legal entities which have the same

core business as the Company and, consequently, compete with it, entities which shall be incorporated across the aforementioned territories after signing the present agreement, as well as during the non-competition period mentioned below.

4. The Participant further undertakes during the non-competition period mentioned below not to:

- entice the clientele of the Company by making use of the relationships established with such clientele while being employed by the Company;
- entice any Participants of the Company for the purpose of setting up a competing company in order to attract the customers of the Company as well as not to entice any Participants of the Company in order to cause business disruption.

5. The non-competition clause produces its effects for a period of 12 months after termination of the individual employment agreement.

6. After the termination of the employment agreement and during the period of time mentioned above, the monthly non-competition compensation equals the price of the applicable Vested Share, but no less than 50% of the average gross salaries from the last 6 months prior to the termination date of the employment agreement shall be paid to the Participant in exchange of his or her compliance with the non-competition clause. In case the price obtained from the sale of the RSU is less than 50% of the average gross salaries from the last 6 months prior to the termination date of the individual employment agreement, the Company will pay the difference to maintain such level of compensation. The above-mentioned monthly compensation becomes due at the end of each month and is paid by bank transfer into an account indicated by the Participant.

7. In case of infringement against the non-competition clause, the Participant shall be obligated to return in full the amounts paid by the Company after the termination of the employment relationship as non-competition compensation and, as the case may be, to pay damages thus caused to the Company.

8. The Company may unilaterally waive the non-competition clause stipulated in the individual employment agreement at any moment prior to its entry into force based on a written notification sent by the Company to the Participant with regard to the denunciation of this clause.

## **SINGAPORE**

### ***Notifications***

**Securities Law Information.** The RSU Award is being granted to the Participant pursuant to the “Qualifying Person” exemption under section 273(1) (i) read with section 273(2) and (4) of the Singapore Securities and Futures Act 2001 (“*SFA*”). The Plan, the Agreement and the RSU Award have not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

**Selling Restrictions.** The Participant should note that the Plan, the Agreement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the RSU Award and/or Shares may not be circulated or distributed, nor may the RSU Award and/or Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision (4) of Division (1) of Part 13 (other than section 280) of the SFA. Any transfer and/or disposal of the RSU Award and/or Shares by the Participant (as may be allowed under the Plan and the Agreement and subject to compliance with applicable law) shall be subject to the condition that the foregoing restrictions shall be imposed on each and every transferee and purchaser, and subsequent transferee and purchaser, of the relevant RSU Award and/or Shares.

**Notification under Section 309B(1) of the SFA.** The RSU Award and Shares are prescribed capital markets products (as defined in the Singapore Securities and Futures (Capital Markets Products) Regulations 2018), being rights issued or proposed to be issued by a corporation in respect of its own stocks or shares and stocks or shares issued or proposed to be issued by a corporation, respectively, and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

**Director Notification Obligation.** If the Participant is a director (including an alternate director or shadow director) of the Company and/or a Singapore company that is a related corporation (as defined in the Singapore Companies Act 1967 (the “Singapore Companies Act”)) of the Company (the “Singapore Entity(ies)”), the Participant is subject to certain notification requirements under the Singapore Companies Act in connection with the grant of the RSU Award and the subsequent vesting of, and delivery of, Shares underlying the RSU Award. Among these requirements is an obligation to notify the Singapore Entity(ies) in writing when the Participant acquires an interest (e.g., RSU Award, Shares) in the Company. In addition, the Participant must notify the Singapore

Entity(ies) in writing when the Participant sells Shares of the Company (including when the Participant sells Shares acquired under the Plan). Please contact the Company to obtain a copy of the notification form.

The Participant must give written notice to the Singapore Entity(ies) of the prescribed particulars relating to the RSU Award and Shares underlying the RSU Award within two business days after (a) the date on which the Participant became a director of the Singapore Entity(ies); or (b) the date on which the Participant became a registered holder of or acquired an interest in the RSU Award or Shares underlying the RSU Award.

Upon the vesting of the Shares underlying the RSU Award and the delivery of Shares to the Participant resulting in the Participant becoming a registered shareholder of the Company, there is a change in the nature of the interest the Participant holds from a beneficial interest arising contractually under the RSU Award to a legal interest as a registered shareholder of the Company. As a result, the Participant is required within two business days, to notify the Singapore Entity(ies) of this technical change in the nature of the Participant's interest in the Shares of the Company, to enable the Singapore Entity(ies) to meet its statutory obligations and update its Register of Directors' Shareholdings within three days of receiving the Participant's notification.

In addition, the Participant must give written notice to the Singapore Entity(ies) of particulars of any change in respect of the prescribed particulars previously given in respect of the RSU Award or Shares underlying the RSU Award, including the consideration (if any) received as a result of the event giving rise to the change, upon say, a sale and transfer of the Shares, within two business days after the occurrence of the event giving rise to the change.

### ***Terms and Conditions***

**Data Protection.** The Participant acknowledges that:

- (a) the personal data of the Participant as contained in each document and/or any other notice or communication given or received pursuant to the Plan and/or the Agreement, and/or which is otherwise collected from the Participant (or his or her authorised representative(s)), will be collected, used and disclosed by the Company and/or the relevant subsidiary for the purposes of implementing and administering the Plan, and in order to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines;
- (b) by participating in the Plan, the Participant also consents to the collection, use and disclosure of his or her personal data for all such purposes, including disclosure of personal data of the Participant held by the Company and/or the relevant subsidiary to any of their affiliates and/or to third party administrators who provide services to the Company (whether within or outside Singapore), and to the collection, use and further disclosure by such persons of such personal data for such purposes; and
- (c) the Participant also warrants that where he or she discloses the personal data of third parties to the Company and/or the relevant subsidiary in connection with the Plan and/or the Agreement, he or she has obtained the prior consent of such third parties for the Company and/or the relevant subsidiary to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations and/or guidelines. The Participant shall indemnify the Company and/or the relevant subsidiary in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Participant's breach of this warranty.
- (d) to the extent that the Participant withdraws consent, the Company may use its discretion under the Agreement to terminate the RSU Award for no consideration.

For this purpose, the term "personal data" shall refer to any information and data which can be related directly or indirectly to an identifiable individual.

### **SLOVAK REPUBLIC**

#### ***Notifications***

**Exchange Control Information.** Upon request of the Slovak National Bank, the Participant may need to file a notification in respect of Shares pursuant to the Plan he or she acquires.

### **SOUTH AFRICA**



**Warning:** The RSU Award and Shares acquired upon vesting of the RSU Award do not constitute a public offering of securities under South African law and are available only to employees of the Company, its Parent, Subsidiary or Affiliates. The Agreement, including this Exhibit A, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the South African Companies Act. It is to be noted that no documents been reviewed by any regulatory authority in South Africa. The RSU Award is intended only for the personal use of each eligible Employee of the Employer, the Company or any Parent, Subsidiary or Affiliate and may not be distributed to any other person.

### **Terms and Conditions**

**Notification Obligation.** Directors and prescribed officers of the Company’s South African Subsidiary or Affiliate are subject to certain notification requirements under the South African Companies Act. Directors and prescribed officers must notify the South African Subsidiary or Affiliate in writing of their interest in the Company and the number and class of Shares or rights to which the interest relates as soon as practically possible and/or where relevant in relation to any decisions affecting the South African Subsidiary or Affiliate.

**Insider Trading Notification.** The Participant should be aware of the South African insider-trading rules, which may impact his or her acquisition or disposal of Shares or rights to Shares under the Plan. Under the South African insider-trading rules, the Participant is prohibited from selling Shares when he or she is in possession of information which is not generally available and which he or she knows or should know will have a material effect on the value of the Shares once such information is generally available.

**Tax Obligations.** The following provision supplements Section 6.1 of the Agreement:

By accepting the RSU Award, the Participant agrees to notify the Employer of the amount of any gain realized at vesting and settlement of the RSU Award. If the Participant fails to advise the Employer of the gain realized at vesting and settlement of the RSU Award, he or she may be liable for a fine.

### **Notifications**

**Exchange Control Information.** The Participant is solely responsible for complying with all exchange control laws in South Africa, and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Participant’s failure to comply with South African exchange control laws. The Participant should notify their local bank within 30 days of receiving shares.

### **SWEDEN**

There are no country specific provisions.

### **SWITZERLAND**

**Securities Law Information.** In Switzerland, the grant of RSUs is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act (“*FINSA*”). This document does not constitute a prospectus pursuant to the FINSA and no such prospectus has been or will be prepared for or in connection with the RSU Awards granted pursuant to the Plan. This document is neither subject to any governmental approval nor must be filed with any Swiss authorities.

**Employment Law Information.** The Plan and any RSU Award are made as and constitute a discretionary ex gratia payment (Gratifikation/Sondervergütung) within the meaning of Art. 322d of the Swiss Code of Obligation.

### **Tax Reporting Information.**

(i) **At grant.** The Participant will receive an addendum to the annual salary statement, reporting the details of the RSU Award granted. The Participant is required to file such addendum with his/her tax return. Furthermore, the Participant is required to declare all RSU Awards granted under the Plan which should not be subject to the net wealth tax, but must be reflected “pro memoria” in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Participant is required to file with the annual tax return.

(ii) **At vesting.** The Participant will receive an addendum to the annual salary statement, reporting the taxable income realized

upon vesting of the RSU Award. The Participant is required to declare such income in and to file the addendum with his/her tax return. Any Shares acquired upon vesting will be subject to the net wealth tax and must be reported in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Participant is required to file with the annual tax return.

**Data Privacy; Transfer of personal data to the United States and/or Singapore.** The Participant acknowledges and agrees that personal data will be transferred to the United States and/or Singapore and that there is a risk, in particular, that the rights provided for by Swiss (and EU data protection laws, as applicable) may only be guaranteed to a limited extent and that foreign authorities, i.e., authorities of the United States and/or Singapore may gain access to personal data with or without the Participant's knowledge. Such access may also result in further tracking and/or observations by foreign authorities.

## **TAIWAN**

### ***Notifications***

**Securities Law Information.** The RSU Award to be granted by the Company to the Participants of the Company or a Taiwan Subsidiary or Affiliate have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission and/or any other regulatory authorities of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which constitute an offer or a solicitation of an offer within the meaning of the Securities and Exchange Act or relevant laws and regulations of Taiwan that requires a registration or approval of the Financial Supervisory Commission and/or any other regulatory authorities of Taiwan. No person or entity in Taiwan has been authorized to offer or sell the RSU Award in Taiwan.

**Exchange Control Information.** The Participant may acquire and remit foreign currency (including proceeds from the sale of Shares) into and out of Taiwan up to US\$5,000,000 (approximately TW\$ 155,000,000 as of July 2023) per year for inward and outward remittances. On the contrary, the approval of the Central Bank of Taiwan would be required for making inward and outward remittances of foreign exchange that, in the aggregate, exceed the US\$5,000,000 annual quota. If the transaction amount is TW\$ 500,000 or more in a single transaction, the Participant must submit a Foreign Exchange Transaction Form and also provide supporting documentation to the satisfaction of the remitting bank.

## **TURKEY**

### ***Notifications***

**Securities Law Information.** Pursuant to Turkish capital markets legislation, the sale of shares in stock option plans of foreign companies to employees residing in Türkiye are not subject to filing or disclosure requirements in Türkiye, provided that: (i) such sale does not take place in Türkiye; (ii) it does not fall within the scope of any public offering in Türkiye (i.e., the transaction cannot be defined as a public offering); and (iii) any information to be provided to the employees does not contain any statements giving the impression of a public offering.

## **UNITED KINGDOM**

### ***Terms and Conditions***

**Tax Obligations.** The following provisions supplement Section 6.1 of the Agreement:

The Participant agrees that they are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or, if different, the Participant's Employer or by Her Majesty's Revenue and Customs ("**HMRC**") (or any other tax authority or any other relevant authority). The Participant also agree to indemnify and keep indemnified the Company and, if different, the Participant's Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Participant's behalf.

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the amount of any income tax not collected from or paid by the Participant within ninety (90) days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Items occurs may constitute a benefit to the Participant on which additional income tax and National Insurance contributions may be payable. The Participant understands that they will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or

the Employer (as appropriate) the amount of any National Insurance contributions due on this additional benefit, which may also be recovered from the Participant through any means set forth in the “Tax Withholding” section of the Agreement.

In the event that the Participant has failed to make arrangements pursuant to the “Tax Withholding” section of the Agreement, for the amount so indemnified hereunder, the Participant shall pay to the Company (or such other affiliate, as the case may be) the balance in cash promptly on written demand and in any event within 60 days from the date on which any relevant amount indemnified is due to be accounted for to the applicable tax authority. If such payment is not made, the Participant shall also be liable to account to the Company or any affiliate for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of Income Tax (Earnings and Pensions) Act 2003.

**National Insurance Contributions Acknowledgment.** As a condition of participation in the Plan and the vesting of the RSU Award, the Participant agrees to accept any liability for secondary Class 1 National Insurance Contributions which may be payable by the Company and/or the Employer in connection with the RSU Award and any event giving rise to Tax-Related Items (the “*Employer NICs*”). To accomplish the foregoing, the Participant agrees to execute a joint election with the Company, the form of such joint election being formally approved by HMRC (the “*Joint Election*”), and any other required consent or election. The Participant further agrees to execute such other joint elections as may be required between the Participant and any successor to the Company and/or the Employer. The Participant further agrees that the Company and/or the Employer may collect the Employer NICs from the Participant by any of the means set forth in Section 6.1 of the Agreement.

If, at the election of the Company, the Participant does not enter into a Joint Election prior to vesting of the RSU Award or if approval of the Joint Election has been withdrawn by HMRC, the RSU Award shall become null and void without any liability to the Company and/or the Employer and the Company may choose not to issue or deliver Shares upon vesting of the RSU Award.

## **PART 2 – GDPR**

Subject to the laws of the jurisdiction that the Participant is resident in or otherwise subject to, this provision shall apply to any Participant who is resident in a jurisdiction or otherwise subject to the laws of a jurisdiction that is subject to or has implemented GDPR (as hereinafter defined) (as may be amended from time to time and any successor thereto).

For the execution of the Plan and the Agreement it is necessary to process personal data relating to the Participant, consisting of full name, address, position, employer, appraisals and bank account details, employment related data (“**Personal Data**”).

The Personal Data shall, upon participation in the Plan, be provided to the Company by the Participant and/or any relevant Affiliate or Subsidiary. The Personal Data shall be processed in accordance with the General Data Protection Regulation (“**GDPR**”) and any applicable national GDPR implementation law, which may for the processing of special categories of personal data (additionally) require the Participant’s (explicit) consent thereto.

The following shall apply:

1. For the execution and administration of the Plan and the Agreement, the Personal Data shall be transferred and processed outside of the European Economic Area (“**EEA**”), which shall be based on article 49(1)b of the GDPR where such transfer is of an incidental nature and is necessary for the entering into and execution of the Agreement with the Participant. Otherwise, any data transfers between the Company and any of its Subsidiaries or Affiliates shall be based on adequate transfer mechanisms that are implemented within the Company and any Subsidiary or Affiliate, such as the EU Model Clauses.
2. The Personal Data shall solely be processed by the Company (or any of its legal successors) when such processing is necessary for the execution and administration of the Plan or the Agreement and ensuing rights and obligations. Without such processing the Participant cannot participate in the Plan. Furthermore, the Personal Data shall be processed by the Company to comply with its legal obligations and/or for the purposes of its legitimate interest(s) such as to establish, exercise or defend its rights and legal position, and to monitor compliance with the Plan.
3. The Personal Data can be shared by the Company, with other third parties and the competent supervisory authorities in order to comply with its obligations (such as to comply with a request or order), with advisors or lawyers, based on a legitimate business interest to request advice, exercise its rights or with (potential) business partners in the context of a contemplated sale or restructuring of the Company or any Subsidiary or Affiliate.
4. The Personal Data shall be retained for 5 years after participation in the Plan has been terminated, unless longer retention of the Personal Data is required, for example, based on a legal obligation or in order to establish, defend or exercise a legal position.
5. The Participant has the right to request from the Company (or any of its relevant legal successors), access to and, under circumstances to request rectification or erasure of the Personal Data or restriction of processing of their Personal Data or to object to such processing as well as the right to data portability. The Participant has the right to lodge a complaint with respect to the processing of the Personal Data with the competent data protection authority.
6. The Participant may contact the Company with any questions regarding the processing of the Personal Data, to invoke their data subject’s rights or to obtain a copy of the mechanism for the (international) transfer of the Personal Data under this Plan.

**FLEX LTD.**  
**AMENDED AND RESTATED 2017 EQUITY INCENTIVE PLAN**  
**FORM OF RESTRICTED SHARE UNIT AWARD AGREEMENT**

This Restricted Share Unit Award Agreement (this “*Agreement*” or the “*Agreement*”) is made and entered into as of [«Grant Date»], (the “*Effective Date*”) by and between Flex Ltd., a Singapore corporation (the “*Company*”), and the participant named below (the “*Participant*”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Flex Ltd. Amended and Restated 2017 Equity Incentive Plan (the “*Plan*”). The Participant understands and agrees that this Restricted Share Unit Award (the “*RSU Award*”) is granted subject to and in accordance with the express terms and conditions of the Plan and this Agreement including any country-specific terms set forth in Exhibit A to this Agreement. The Participant further agrees to be bound by the terms and conditions of the Plan and the terms and conditions of this Agreement. The Participant acknowledges receipt of a copy of the Plan and the official prospectus for the Plan. A copy of the Plan and the official prospectus for the Plan are available at the offices of the Company and the Participant hereby agrees that the Plan and the official prospectus for the Plan are deemed delivered to the Participant.

**PRIMARY INFORMATION**

<b>Participant:</b>	«First» «Last»
<b>Total Target Shares:</b>	«Total Target Shares»
<b>Target rTSR Shares:</b>	«Target rTSR Shares» (i.e., 50% of the Total Target Shares)
<b>Target EPS Shares:</b>	«Target EPS Shares» (i.e., 50% of the Total Target Shares)
<b>Maximum Shares:</b>	200% of the Total Target Shares, Target EPS Shares or Target rTSR Shares, as applicable
<b>Date of Grant:</b>	«Grant Date»
<b>rTSR Performance Period:</b>	The three (3)-year period beginning on __, 2024 and ending on __, 2027.
<b>EPS Performance Period:</b>	The three (3)-year period beginning on __, 2024 and ending on __, 2027.
<b>rTSR Performance Criteria:</b>	Vesting is based on the percentile rank of the Company’s Total Shareholder Return (TSR) in rTSR Peer Companies, measured with respect to each rTSR Measurement Period described below and averaged with respect to all three (3) rTSR Measurement Periods that relate to the rTSR Performance Period (i.e., the Company’s average percentile ranking).
<b>EPS Performance Criteria:</b>	Vesting is based on the Company’s earnings per share (EPS) growth, measured with respect to each EPS Measurement Period described below and averaged with respect to all three (3) EPS Measurement Periods that relate to the EPS Performance Period (i.e., the Company’s average EPS growth).
<b>rTSR Measurement Periods:</b>	There are three distinct measurement periods within the rTSR Performance Period that are applied to determine the extent to which the rTSR Performance Criteria is attained: <ul style="list-style-type: none"> <li>(i) the first measurement period will begin on __, 2024 and end on __, 2025;</li> <li>(ii) the second measurement period will begin on __, 2024 and end on __, 2026; and</li> <li>(iii) the third measurement period will begin on __, 2024 and end on __, 2027.</li> </ul>
<b>EPS Measurement Periods:</b>	There are three distinct measurement periods within the Performance Period that are applied to determine the extent to which the EPS Performance Criteria is attained: <ul style="list-style-type: none"> <li>(i) the first measurement period will begin on April 1, 2024 and end on March 31, 2025;</li> <li>(ii) the second measurement period will begin on April 1, 2025 and end on March 31, 2026; and</li> </ul>

(iii) the third measurement period will begin on April 1, 2026 and end on March 31, 2027

**rTSR Peer Companies:** The rTSR Peer Companies are the companies set forth on Exhibit B to this Agreement; *provided, however*, that the Peer Companies will be subject to change as described below.

#### PERFORMANCE MEASUREMENT, VESTING AND RELEASE

**rTSR Payout Table:** Payouts can range from 0 – 200% of the Target rTSR Shares based on the achievement levels set forth in the chart below:

<u>Performance Level</u>	<u>Percentile Rank of Flex TSR Relative to rTSR Peer Companies</u>	<u>Awards Earned as a % of the Target</u>
Maximum	>75th Percentile	200%
Below Maximum / Above Target	> 50th – ≤ 75th Percentile	Interpolate
Target	50th Percentile	100%
Below Target / Above Threshold	> 30th – < 50th Percentile	Interpolate
Threshold	30th Percentile	25%
Below Threshold	< 30th Percentile	0%

**EPS Payout Table:** Payouts can range from 0 – 200% of the Target EPS Shares based on the achievement levels set forth in the chart below:

<u>Performance Level</u>	<u>Year on Year EPS Growth</u>	<u>Awards Earned as a % of the Target</u>
Maximum	≥ 12%	200%
Below Maximum / Above Target	> 9% – < 12%	Interpolate
Target	9%	100%
Below Target / Above Threshold	> 6% – < 9%	Interpolate
Threshold	6%	50%
Below Threshold	< 6%	0%

**Payout Matters:** If threshold performance is not attained with respect to Target EPS Shares or Target rTSR Shares, then the RSU Award pursuant to the EPS or rTSR program, respectively, will be forfeited in its entirety. If threshold performance is attained, the applicable number of Shares will vest (as Vested Shares). If applicable, such number of Vested Shares will be determined on an interpolated basis for performance between (i) threshold and target or (ii) target and maximum, as the case may be, per the above Payout Tables. Fractional percentage points will be rounded to the nearest percentage point with respect to the rTSR Payout Table and the nearest tenth of a percentage point with respect to EPS Payout Table]. The foregoing describes payout matters in general terms and is subject to Sections 1.1(b) and (c) of this Agreement.

**Vesting / Release:** If the applicable rTSR Performance Criteria and/or EPS Performance Criteria (collectively, the “*Performance Criteria*”) is attained, the applicable number of Shares will vest (as Vested Shares): (i) for Performance Shares based on rTSR Performance Criteria, on the next business day following the third anniversary of [DATE] and (ii) for Performance Shares based on EPS Performance Criteria, on the date the Committee certifies the level of achievement of the EPS Performance Criteria during the EPS Performance Period. The Vested Shares will be released as soon as administratively practicable thereafter (such date of release being the “*Release Date*”), and in any event following the end of the rTSR Performance Period or EPS Performance Period (collectively, the “*Performance Period*”), as applicable, and certification of results by the Committee, but prior to [DATE]. Applicable tax withholding and reporting will be contingent on the twenty (20)-day closing price average on the Release Date. The foregoing describes vesting and release matters in general terms and is subject to Sections 1.1(b) and (c) of this Agreement.

## TSR-RELATED DEFINITIONS AND ADDITIONAL INFORMATION

**Total Shareholder Return:** TSR represents the cumulative return of an investment and includes the change in the stock price and dividend value from a specified start and ending period. The formula for the calculation is as follows:

$$\text{TSR} = ((\text{Price End} - \text{Price Begin}) + \text{Dividend Value}) \div \text{Price Begin}$$

**TSR Payout Calculation:** *In General:* The payout is determined by calculating the TSR of each rTSR Peer Company and determining the percentile rank of the Company's TSR as compared to the TSRs for all of the rTSR Peer Companies (that is, the number of members of the rTSR Peer Group with TSRs at or below the TSR of the Company); provided that a company will be removed from the group of rTSR Peer Companies if, during the applicable rTSR Measurement Period, it ceases to have a class of equity securities that is both registered under the Exchange Act and actively traded on a U.S. public securities market (unless such cessation is due to any of the circumstances described in clauses (i) through (iv) of the following sentence). The TSR for an rTSR Peer Company will be negative one hundred percent (-100%) for the applicable rTSR Measurement Period, if such company: (i) files for bankruptcy, reorganization, or liquidation under any chapter of the U.S. Bankruptcy Code; (ii) is the subject of an involuntary bankruptcy proceeding [under the U.S. Bankruptcy Code] that is not dismissed within thirty (30) days; (iii) is the subject of a stockholder approved plan of liquidation or dissolution; or (iv) ceases to conduct substantial business operations. For the avoidance of doubt, the acquisition of a company within the group of rTSR Peer Companies during the applicable rTSR Measurement Period by another person or group of related persons by itself does not result in the company being treated as ceasing to conduct substantial business operations.

**20-Day Closing Price Average:** To avoid the effects of short-term price fluctuations, a "20-day closing price average" will be used for determining TSR values, and will be calculated using a basic average of the applicable company's closing prices on the previous twenty (20) trading days prior to the beginning and end of each rTSR Measurement Period. Only the daily closing price will be used to determine TSR values as reported by the Wall Street Journal or any other reputable financial services information provider.

The formula for the calculation is as follows:

$$\text{20-Day Closing Price Average} = (\text{Sum of Prior 20-Day Closing Prices}) \div 20$$

**Dividends Generally:** Dividends (including any special dividends or distributions) will be assumed to be reinvested in shares (including fractional shares) of the applicable dividend-paying company, based on its per-share closing price on the date on which such dividends are paid.

**Equity Distributions:** In the case of an equity distribution, the value of distributed equity will be treated as a stock dividend, and captured using the 20-day closing price average for measuring performance, as described above.

**Spin-Offs:** In the event of a stock distribution from an rTSR Peer Company consisting of the shares of a new publicly traded company (a "spin-off"), such rTSR Peer Company shall remain as an rTSR Peer Company and such stock distribution shall be treated as a dividend from such rTSR Peer Company based on the closing price of the shares of the spun-off company on its first day of trading. The performance of the shares of the spun-off company shall not thereafter be tracked for TSR calculation purposes.

**Other Equitable Adjustments:** Equitable adjustments shall be made to account for stock splits, recapitalizations and other similar events affecting the common equity securities in question.

The formula for this TSR payout calculation is as follows:

$$((\text{B} + .5\text{E}) \div \text{N}) \times 100$$

**B = Number of rTSR Peer Companies with TSRs below the Company's TSR**  
**E = Number of rTSR Peer Companies with TSRs equal to the Company's TSR**  
**N = The number of rTSR Peer Companies**

## EPS-RELATED DEFINITIONS AND ADDITIONAL INFORMATION

**Earnings Per Share:** EPS represents the Company's net income divided by the weighted average of the number of the Company's Ordinary Shares on a fully diluted basis during a specified start and ending period.

**Earnings Per Share Growth:** *In General:* EPS growth is determined based on the annual growth rate of the Company's EPS during the applicable EPS Measurement Period. For purposes of this calculation, (i) the starting point to calculate EPS growth shall be the Company's EPS for the twelve (12)-month period preceding the applicable EPS Measurement Period, (ii) the ending point to calculate EPS growth shall be the Company's EPS with respect to, and as of the close of, such EPS Measurement Period. EPS shall be determined on a non-GAAP basis. In calculating non-GAAP financial measures, the Committee shall exclude certain items to facilitate a review of the comparability of the Company's operating performance on a period-to-period basis because such items are not, in the Committee's view, related to the Company's ongoing operational performance. All adjustments shall be subject to approval by the Committee to ensure that payout levels are consistent with performance.

*Extraordinary Items or Events:* In addition to the non-GAAP measures and adjustments historically used by the Company in determining EPS, the following items shall be disregarded in determining achievement of the EPS growth performance goal: extraordinary items or events that have unanticipated impact (e.g., the Ukraine Conflict), corporate transactions (including acquisitions or dispositions) and other unusual or nonrecurring items. For purposes of such EPS growth determinations, the impact of unplanned share repurchases attributable to corporate transactions (including acquisitions or dispositions) shall be disregarded.

## EXAMPLE

The example below assumes:

- 90,000 Total Target Shares are awarded, resulting in an RSU Award of:
  - 45,000 Target rTSR Shares,
  - 45,000 Target EPS Shares, and
  - 180,000 Maximum Shares

### Outcome: Maximum rTSR Performance

*rTSR Percentile Rank:* 85th percentile

*rTSR Award Earned:* 85th percentile is above the 75th percentile (Maximum Performance Level) so maximum earnings of 200% of the Target rTSR Shares, or 90,000 Vested Shares is achieved

### Outcome: Below Maximum / Above Target EPS Growth Performance

*EPS Growth Percentage:* 11%

*EPS Growth Percentage:* 11% is between 12% (Maximum Performance Level) and 10% (Target Performance Level), so, interpolated earnings of 150% (i.e., 1½ expressed as a percentage) of the Target EPS Shares, or 67,500 Vested Shares is achieved

*Total Vested Shares:* 157,500 Vested Shares (i.e., 90,000 rTSR Shares Earned + 67,500 EPS Shares Earned)



## 1. **Grant of RSU Award.**

1.1 **Grant of RSU Award.** Subject to the terms and conditions of the Plan and this Agreement, including any country-specific terms set forth in Exhibit A to this Agreement, the Company hereby grants to the Participant an RSU Award for the number of Ordinary Shares set forth above in the “PRIMARY INFORMATION” section of this Agreement (the “*Shares*”).

(a) *Vesting.* The RSU Award shall vest, and the applicable number of Shares shall be issuable to the Participant, according to the Performance Criteria set forth above. If application of the Performance Criteria results in the vesting of a fractional Share, such Share shall be rounded down to the nearest whole Share (it being understood that fractional Shares resulting from application of separate Performance Criteria hereunder shall first be added together, and then rounded down, if applicable, to the nearest whole Share). Shares that vest and are issuable pursuant to the Performance Criteria are “*Vested Shares*.”

(b) *Termination of Service.* The RSU Award, all of the Company’s obligations and the Participant’s rights under this Agreement, shall terminate on the earlier of the Participant’s Termination Date (at which time, for the sake of clarity, all Performance Shares granted to Participant pursuant to the RSU Award that have not yet vested and been released will be immediately forfeited) or the date when all applicable Shares that are subject to the RSU Award have been allotted and issued, or forfeited in the case of any portion of the RSU Award that fails to vest; *provided, however*, that if the Participant has a Termination of Service due to Retirement, and signs a release of claims in the format specified by the Company, then (i) the RSU Award and all rights and obligations hereunder will not terminate and (ii) a number of Vested Shares shall be issued to the Participant following the end of the Performance Period and on the Release Date upon the vesting of the RSU Award pursuant to the Performance Criteria and pro-rated for the portion of the Performance Period during which the Participant was employed prior to Retirement; *provided, further*, that if within the Performance Period, the Participant violates the terms of Sections 10 through 13 of this Agreement, a non-disclosure agreement with, or other confidentiality obligation owed to, the Company or any Parent, Subsidiary or Affiliate, then the RSU Award and all of the Company’s obligations and the Participant’s rights under this Agreement shall immediately terminate.

For purposes of this Agreement, “*Retirement*” shall mean the Participant’s voluntary Termination of Service after the Participant has attained age fifty-five (55) and completed at least five (5) years of service as an Employee of the Company or any Parent, Subsidiary or Affiliate; *provided that* the Participant’s age plus years of service equals at least sixty-five (65); *provided, further*, that the Participant provides, as may be required by the Company in its discretion, up to six (6) months of written notice of such Retirement which is irrevocable by the Participant.

(c) *Termination of Service due to Death or Disability.* Notwithstanding anything in this Agreement to the contrary, if the Participant has a Termination of Service due to death or Disability, then (i) the RSU Award and all rights and obligations hereunder will not terminate and (ii) a number of Vested Shares shall be issued to the Participant as soon as administratively practicable following his or her Termination of Service due to death or Disability, but in no event later than [DATE] (such date being deemed as the Release Date for purposes of this Section 1.1(c)), pursuant to the Performance Criteria based upon (x) actual TSR and EPS growth performance for any completed rTSR Measurement Period and EPS Measurement Period during the Performance Period, (y) target TSR and target EPS growth performance for any unfinished rTSR Measurement Period and EPS Measurement Period during the Performance Period and (z) pro-rated for the fraction of the Performance Period during which the Participant was employed prior to death or Disability.

For purposes of this Agreement, “*Disability*” shall mean the inability of the Participant to perform in all material respects his or her duties and responsibilities to the Company or any Parent, Subsidiary or Affiliate, by reason of a physical or mental disability or infirmity which inability is reasonably expected to be permanent and has continued (i) for a period of at least six (6) consecutive months or (ii) such shorter period as the CEO (or the Committee in the case of the CEO) or the CEO’s direct reports, may reasonably determine in good faith. The Disability determination shall be in the sole discretion of the CEO, the Committee or the CEO’s direct reports, as applicable.

(d) *Allotment and Issuance of Vested Shares.* The Company shall allot and issue the Vested Shares as soon as administratively practicable after such number of Shares are determined to have vested (as Vested Shares) pursuant to the Performance Criteria, and as further set forth above in the “PERFORMANCE MEASUREMENT, VESTING AND RELEASE – Vesting / Release” section of this Agreement or as provided above in Sections 1.1(b) and (c), as applicable. The Company shall have no obligation to allot and issue, and the Participant will have no right or title to, any Shares, and no Shares will be allotted and issued to the Participant, until satisfaction of the Performance Criteria.

(e) *No Obligation to Employ.* Nothing in the Plan or this Agreement shall confer on the Participant any right to continue in the employ of, or other relationship with, the Company or any Parent, Subsidiary or Affiliate or limit in any way the right of the Company or any Parent, Subsidiary or Affiliate to terminate the Participant’s employment or service relationship at any time, with or without cause.

(f) *Nontransferability of RSU Award.* None of the Participant's rights under this Agreement or under the RSU Award may be transferred in any manner other than by will or by the laws of descent and distribution. Notwithstanding the foregoing, the Participants in the U.S. may transfer or assign the RSU Award to Family Members through a gift or a domestic relations order (and not in a transfer for value), or as otherwise allowed by the Plan. The terms of this Agreement shall be binding upon the executors, administrators, successors and assigns of the Participant.

(g) *Privileges of Share Ownership.* The Participant shall not have any of the rights of a shareholder until the Vested Shares are allotted and issued after the applicable vest date.

(h) *Interpretation.* Any dispute regarding the interpretation of the terms and provisions with respect to the RSU Award and this Agreement shall be submitted by the Participant or the Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and on the Participant.

1.2 Title to Shares. Title will be provided in the Participant's individual name on the Company's records unless the Participant otherwise notifies Stock Administration of an alternative designation in compliance with the terms of this Agreement and applicable laws.

## **2. Delivery.**

2.1 Deliveries by the Participant. The Participant hereby delivers to the Company this Agreement.

2.2 Deliveries by the Company. The Company will issue a duly executed share certificate or other documentation evidencing the Vested Shares in the name specified in Section 1.2 after such number of Shares are determined to have vested (as Vested Shares) pursuant to the Performance Criteria, and as further set forth above in the "PERFORMANCE MEASUREMENT, VESTING AND RELEASE – Vesting / Release" section of this Agreement or as provided above in Sections 1.1(b) and (c), as applicable; *provided* the Participant has delivered and executed this Agreement prior to the applicable vesting date and has remained continuously employed by the Company or a Parent, Subsidiary, or Affiliate through the relevant date on which such Shares become Vested Shares.

3. **Compliance with Laws and Regulations.** The issuance and transfer of the Shares to the Participant shall be subject to and conditioned upon compliance by the Company and the Participant with all applicable requirements of any share exchange or automated quotation system on which the Company's Ordinary Shares may be listed at the time of such issuance or transfer. The Participant understands that the Company is under no obligation to register or qualify the Shares with the U.S. Securities and Exchange Commission, any state, local or foreign securities commission or any share exchange to effect such compliance.

4. **Rights as Shareholder.** Subject to the terms and conditions of this Agreement, the Participant will have all of the rights of a shareholder of the Company with respect to the Vested Shares which have been allotted and issued to the Participant until such time as the Participant disposes of such Vested Shares.

## **5. Stop-Transfer Orders.**

5.1 Stop-Transfer Instructions. The Participant agrees that, to ensure compliance with the restrictions imposed by this Agreement, the Company may issue appropriate "*stop-transfer*" instructions to its transfer agent, if any, and if the Company administers transfers of its own securities, it may make appropriate notations to the same effect in its own records.

5.2 Refusal to Transfer. The Company will not be required (i) to register in its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares, or to accord the right to vote or pay dividends to any Participant or other transferee to whom such Shares have been so transferred.

## **6. Taxes and Disposition of Shares.**

### **6.1 Tax Obligations.**

(a) Regardless of any action the Company or the Participant's employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items arising out of the Participant's participation in the Plan and legally applicable to the Participant ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company and/or the Employer. The Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSU Award, including but not limited to, the grant, vesting or issuance of Vested Shares underlying the RSU Award, the subsequent sale of Vested Shares acquired upon vesting and

the receipt of any dividends; and (ii) do not commit and are under no obligation to structure the terms of the grant or any aspect of the RSU Award to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Furthermore, if the Participant has become subject to tax in more than one jurisdiction between the Date of Grant and the date of any relevant taxable event, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to the relevant taxable or tax withholding event, as applicable, the Participant shall pay or make arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the Tax-Related Items by one or a combination of the following (i) withholding from the Participant's wages or other cash compensation paid to the Participant by the Company, the Employer, or any Parent or Subsidiary of the Company; or (ii) withholding from the proceeds of the sale of Vested Shares either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization); or (iii) withholding in Shares to be issued at vesting of the RSU Award.

(c) To avoid any negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the obligation for the Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Vested Shares, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of the Participant's participation in the Plan.

(d) The Participant shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described in this section. The Company may refuse to issue or deliver the Vested Shares or the proceeds from the sale of Shares, if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

6.2 Disposition of Shares. The Participant hereby agrees that he or she shall make no disposition of the Shares (other than as permitted by this Agreement) unless and until the Participant shall have complied with all requirements of this Agreement applicable to the disposition of the Shares.

7. Nature of Grant. In accepting the RSU Award, the Participant acknowledges and agrees that:

- (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be amended, suspended or terminated by the Company at any time;
- (b) the grant of the RSU Award is voluntary and occasional and does not create any contractual or other right to receive future RSU Awards, or benefits in lieu of RSU Awards, even if RSU Awards have been granted repeatedly in the past;
- (c) all decisions with respect to future RSU Awards, if any, will be at the sole discretion of the Company;
- (d) the Participant's participation in the Plan is voluntary;
- (e) the future value of the Shares underlying the RSU Award is unknown and cannot be predicted with certainty;
- (f) no claim or entitlement to compensation or damages shall arise from the forfeiture of the RSU Award resulting from a Termination of Service (for any reason whatsoever and whether or not in breach of local labor laws), and in consideration of the RSU Award to which the Participant is otherwise not entitled, the Participant irrevocably agrees never to institute any claim against the Company and/or the Employer, waives the Participant's ability, if any, to bring any such claim, and releases the Company and/or the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claims; and
- (g) if the Participant resides outside of the U.S.A.:
  - (A) the RSU Award and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;
  - (B) the RSU Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, dismissal, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to past services for the Employer, the Company or any Parent, Subsidiary or Affiliate; and

(C) in the event of the Participant's Termination of Service (whether or not in breach of local labor laws), and subject to Sections 1.1(b) and (c), as applicable, the Participant's right to vest in the RSU Award under the Plan, if any, will terminate effective as of the date of Termination of Service, it being understood that the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing service for purposes of this RSU Award.

**8. No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the sale of the Shares acquired upon vesting of the RSU Award. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

**9. Data Privacy.**

(a) The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other RSU Award materials by and among, as applicable, the Employer, the Company and its Parent, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

(b) The Participant understands that the Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all RSU Awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("**Data**").

(c) The Participant understands that Data will be transferred to the Company stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections from the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the Company stock plan service provider and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. The Participant understands, however, that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

**10. Non-Disclosure of Confidential Information.**

(a) The Participant acknowledges that the Company's business and services are highly specialized, the identity and particular needs of the Company's customers, suppliers, and independent contractors are not generally known, and the documents, records, and information regarding the Company's customers, suppliers, independent contractors, services, methods of operation, policies, procedures, sales, pricing, and costs are highly confidential information and constitute trade secrets. The Participant further acknowledges that the services rendered to the Company by the Participant have been or will be of a special and unusual character which have a unique value to the Company and that the Participant has had or will have access to trade secrets and confidential information belonging to the Company, the loss of which cannot be adequately compensated by damages in an action at law.

(b) The Participant agrees to not use, disclose, upload, download, copy, transfer, or delete any Confidential Information, including trade secrets, except as required in the performance of the Participant's duties to the Company. "**Confidential Information**" means information that the Company has obtained in connection with its present or planned business, including information the Participant developed in the performance of the Participant's duties for the Company, the disclosure of which could result in a competitive or other disadvantage to the Company. Confidential Information includes, but is not limited to, all information of Company to which the Participant has had or will have access, whether in oral, written, graphic or machine-readable form, including without limitation, records, lists, specifications, operations or systems manuals, decision processes, policies, procedures, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research, business or financial information, plans, strategies, forecasts, forecast assumptions, business practices, marketing information and material, customer names, vendor lists, independent

contractor lists, identities, or information, proprietary ideas, concepts, know-how, methodologies and all other information related to Company's business and/or the business of any of its affiliates, knowledge of the Company's customers, suppliers, employees, independent contractors, methods of operation, trade secrets, software, software code, methods of determining prices. Confidential Information shall also include all information of a third party to which Company and/or any of its affiliates have access and to which the Participant has had or will have access. The Participant will not, directly, or indirectly, copy, take, disclose, or remove from the Company's premises, any of the Company's books, records, customer lists, or any Confidential Information. The Participant acknowledges and understands that, pursuant to the Defend Trade Secrets Act of 2016: An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the individual's attorney and use the trade secret information in the court proceeding if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended to prohibit Participant from providing confidential information, reporting to or participating in an investigation with a government agency or authority about a possible violation of law, or from making other disclosures protected by applicable whistleblower statutes. As used in this Section 10, "Company" includes any Parent, Subsidiary or Affiliate.

**11. Employee Non-Solicitation.** The employee non-solicitation provisions contained in Section 11(a) apply to all Participants, and the provisions in Section 11(b) apply to all Participants except California employees. As used in this Section 11, "Company" includes any Parent, Subsidiary or Affiliate.

(a) **Non-Solicitation of Employees During Employment.** During the term of the Participant's employment with the Company, the Participant will not, either on the Participant's own account or for any person, firm, partnership, corporation, or other entity (a) solicit, interfere with, or endeavor to cause any employee of the Company to leave employment with the Company; or (b) induce or attempt to induce any such employee to breach their obligations to the Company.

(b) **Non-Solicitation of Employees After Employment.** For a period of twelve (12) months following the date of the Participant's separation from employment with the Company for any reason, the Participant will not, either on the Participant's own account or for any person, firm, partnership, corporation, or other entity, (a) solicit, interfere with, or endeavor to cause any employee of the Company to leave employment with the Company; or (b) refer any employee of the Company to anyone outside of the Company for the purpose of that employee seeking, obtaining, or entering into an employment relationship and/or agreement to provide services; or (c) induce or attempt to induce any such employee to breach their obligations to the Company.

**12. Customer Non-Solicitation.** The customer non-solicitation provisions contained in Section 12(a) apply to all Participants, and the provisions contained in Section 12(b) apply to all Participants except California employees. As used in this Section 12, "Company" includes any Parent, Subsidiary or Affiliate.

(a) **Non-Solicitation of Customers During Employment.** During the term of the Participant's employment with the Company, the Participant will not solicit, induce, or attempt to induce any past or current customer of the Company (i) to cease doing business, in whole or in part, with the Company; or (ii) to do business with any other person, firm, partnership, corporation, or other entity which performs services similar to or competitive with those provided by the Company.

(b) **Non-Solicitation of Customers After Employment.** For a period of twelve (12) months following the date of the Participant's separation from employment with the Company for any reason, the Participant will not, either on the Participant's own account or for any person, firm, partnership, corporation, or other entity, either directly or through others, solicit, induce, or attempt to induce any past or current Customer (defined below) of the Company to terminate, reduce, or negatively alter his/her/its relationship with the Company or to do business with a Competing Company (defined below). The geographic scope of the covenants described in this Section 12 shall include any city, county, or state of the United States and any such other city, territory, country, or jurisdiction in which Participant has worked and/or performed services for the Company. For purposes of this Section 12, "Customer" means any person, company or entity that: (a) was a customer of the Company during the last two (2) years of Participant's employment and/or at the time of the termination of Participant's employment; or (b) was engaged in active negotiations with the Company relating to the purchase of services or products from the Company at any time during the two (2) years immediately prior to the termination of Participant's employment. A "Customer" shall not include any customer that Participant did not solicit, service, or have business-related dealings with or receive Confidential Information about in the last two (2) years of Participant's employment with the Company.

**13. Non-Compete.** The non-compete provision contained in this Section 13 applies to all Participants except California employees. As used in this Section 13, "Company" includes any Parent, Subsidiary or Affiliate.

For a period of twelve (12) months following the date on which the Participant's employment with the Company terminates for any reason, regardless of whether the termination is initiated by the Participant or the Company, the Participant agrees that the Participant will not: (A) provide services that are the same or similar in function or purpose to that which Participant performed for the Company to a Competing Company within the Restricted Area (defined below); (B) own (other than the ownership of five percent (5%) or less of the shares of a publicly traded company) or operate a business that is a competitor of the Company; or (C) provide services that are otherwise likely to result in the use or disclosure of the Company's Confidential Information.

A "Competing Company" is a person or entity engaged in the provision of a product or service which competes with the products and services offered by the Company, as to which Participant (a) had business-related involvement or (b) received Confidential Information about during the last two (2) years of Participant's employment with the Company.

The "Restricted Area" means the Company's area of legitimate competitive concern based on Participant's responsibilities to Flex and knowledge of the Company's Confidential Information and goodwill with customers, clients, business partners, dealers, and agents as it exists in view of all relevant facts and circumstances. If Participant is or was an employee with defined geographic responsibilities, the Restricted Area shall include all geographies over which Participant had assigned responsibilities during the last two (2) years of Participant's employment with the Company.

#### **14. Additional Post-Employment Restrictive Covenant Terms.**

(a) Consideration. Participant acknowledges that s/he would not have received the benefits and consideration provided under this Agreement but for his/her agreement to abide by its Non-Disclosure, Non-Solicitation, and Non-Compete (collectively, "Post-Employment Restrictive Covenants") terms and that Participant's agreement to the Post-Employment Restrictive Covenants is a material component of the consideration for this Agreement. Participant understands that s/he has the right to consult with an attorney regarding the terms of this Agreement before signing it, and that s/he has had at least 14 days to review the Agreement.

(b) Subsequent Employment. Participant agrees that, while employed by the Company and for twelve (12) months thereafter, Participant will communicate the terms of the Post-Employment Restrictive Covenants to any person, firm, association, partnership, corporation, or other entity that Participant intends to become employed by, associated with or represent, or contract for, prior to accepting and engaging in such employment, contract, association and/or representation.

(c) Tolling. Participant agrees that the applicable Restricted Period shall be tolled and suspended during and for the pendency of any violation of the Post-Employment Restrictive Covenants' terms and for the pendency of any legal proceedings to enforce these terms, and that all time that is part of or subject to such tolling and suspension shall not be counted toward the 12-month duration of the Restricted Period.

(d) Reasonable and Necessary. Participant agrees that the Post-Employment Restrictive Covenants set forth in Sections 11, 12 and 13 are reasonable and necessary for the protection of the Company's legitimate business interests, that they do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Company, that they contain reasonable limitations as to time and scope of activity to be restrained, that they do not unduly restrict Participant's ability to earn a living, and that they are not unduly burdensome to Participant.

(e) Judicial Modification. If any restriction set forth in Sections 11, 12 or 13 is found by a court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

(f) Non-U.S. Country-Specific Provisions. The restrictions contained in Sections 12 and 13 do not apply to Participant if Participant works and resides in a country that mandates, as a non-waivable condition, continued pay during the Restricted Period, unless the Company advises the Participant that it will tender such pay, which shall be in the minimum amount required by applicable law.

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

**16. Governing Law; Venue; Severability.** This Agreement shall be governed by and construed in accordance with the internal laws of the state where you reside excluding that body of laws pertaining to conflict of laws. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by the RSU Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the state where you reside and agree that such litigation shall be conducted only in the applicable federal courts for the state where you reside, or if the issue cannot be adjudicated by federal courts, then the state courts for the state where you reside. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable,

then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

**17. Notices.** Any notice required to be given or delivered to the Company shall be in writing and addressed to the Vice President of Finance of the Company at its corporate offices at 847 Gibraltar Drive, Milpitas, California 95035. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address indicated on the signature page hereto or to such other address as the Participant may designate in writing from time to time to the Company. All notices shall be deemed effectively given upon personal delivery, three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested), one (1) business day after its deposit with any return receipt express courier (prepaid), or one (1) business day after transmission by facsimile.

**18. Headings.** The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. All references herein to Sections will refer to Sections of this Agreement.

**19. Language.** If the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control.

**20. Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**21. Exhibits.** Notwithstanding any provision in this Agreement to the contrary, the RSU Award shall be subject to any special terms and provisions as set forth in Exhibit A to this Agreement for the Participant's country. Moreover, if the Participant relocates to one of the countries included in Exhibit A, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. For the avoidance of doubt, each of Exhibit A and Exhibit B constitutes part of this Agreement.

**22. Code Section 409A.** With respect to U.S. taxpayers, it is intended that the terms of the RSU Award will comply with the provisions of Section 409A of the Code and the Treasury Regulations relating thereto so as not to subject the Participant to the payment of additional taxes and interest under Section 409A of the Code, and this Agreement will be interpreted, operated and administered in a manner that is consistent with this intent. In furtherance of this intent, the Committee may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, in each case, without the consent of the Participant, that the Committee determines are reasonable, necessary or appropriate to comply with the requirements of Section 409A of the Code and related U.S. Department of Treasury guidance. In that light, the Company makes no representation or covenant to ensure that the RSU Awards that are intended to be exempt from, or compliant with, Section 409A of the Code are not so exempt or compliant or for any action taken by the Committee with respect thereto.

**23. Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSU Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**24. Remedies.** In addition to all of the remedies otherwise available to the Company, the Company shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of Sections 10, 11, 12 and 13 of this Agreement. Participant further agrees that, in the event of a breach of Sections 10, 11, 12 and/or 13, (a) the Company shall be entitled to all of its remedies at law or in equity, including but not limited to monetary damages; (b) the Company shall be entitled to an accounting and repayment from Participant of all profits, compensation, commissions, remuneration or benefits that Participant directly or indirectly realized or may realize as a result of or in connection with any breach of the Post-Employment Restrictive Covenants, and such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company may be entitled at law or equity. All of the Company's remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy will not be deemed to exclude any other remedies.

**25. Entire Agreement; Recoupment.**

(a) The Plan and this Agreement, together with all its Exhibits, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to the specific subject matter hereof.

(b) In consideration of the grant of the RSU Award to the Participant, and notwithstanding anything in this Agreement to the contrary, (i) the RSU Award shall be subject to cancellation, and (ii) any Shares issued or payments made pursuant to the RSU Award shall be subject to recovery, clawback and/or recoupment, in each case, (x) as set forth in Section 14.16 of the Plan pursuant to any clawback or similar policy that the Company adopts or amends (or has adopted or amended), or (y) as required under applicable law or any applicable requirement of any share exchange on which such Shares may be listed.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

**FLEX LTD.**

**PARTICIPANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_



**FLEX LTD. AMENDED AND RESTATED 2017 EQUITY INCENTIVE PLAN  
EXHIBIT A TO THE  
RESTRICTED SHARE UNIT AWARD AGREEMENT  
FOR NON-U.S. PARTICIPANTS**

***Terms and Conditions***

This Exhibit A includes additional terms and conditions that govern the RSU Award granted to the Participant under the Plan if the Participant resides in one of the countries listed below. Certain capitalized terms used but not defined in this Exhibit A have the meanings set forth in the Plan and/or the Agreement.

***Notifications***

This Exhibit A also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of July 2023. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Exhibit A as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time that the RSU Award vests and Shares are issued to the Participant or the Participant sells Shares acquired upon vesting of the RSU Award under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice (including for the avoidance of doubt legal and tax advice) as to how the relevant laws, regulations, guidance or any other similar rules in the Participant's country may apply to his or her situation.

Finally, if the Participant is a citizen or resident of a country other than the one in which he or she is currently working or transfers employment after the Date of Grant, the information contained herein may not be applicable to the Participant.

**PART 1 - LOCAL TERMS AND CONDITIONS**

**AUSTRIA**

***Notifications***

**Exchange Control Information.** If the Participant holds Shares acquired under the Plan outside of Austria, the Participant must submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of any given quarter does not exceed €5,000,000. If the threshold is exceeded, quarterly obligations are imposed, with the reporting deadline being the fifteenth day of the month immediately following the end of a calendar quarter.

When the Participant sells Vested Shares issued under the Plan, there may be exchange control obligations if the cash received is held outside of Austria. If the transaction volume of all the Participant's accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month.

**Consumer Protection Information.** To the extent that the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the Plan, the Participant may be entitled to revoke his or her acceptance of the Agreement if the conditions listed below are met:

If the Participant accepts the RSU Award outside of the business premises of the Company, the Participant may be entitled to revoke his or her acceptance of the Agreement, provided the revocation is made within fourteen days after the Participant accepts the Agreement.

The revocation must be in written form to be valid. It is sufficient if the Participant returns the Agreement to the Company or the Company's representative with language that can be understood as the Participant's refusal to conclude or honor the Agreement, provided the revocation is sent within the period set forth above.

## **BRAZIL**

### ***Terms and Conditions***

This provision replaces Section 9 of the Agreement:

The Participant understands that the Company may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Parent, Subsidiary or Affiliate, details of all RSU Awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, and that the Company will process said data and other data lawfully received from any third party ("**Personal Data**") for the exclusive purpose of managing and administering the Plan and complying with applicable laws and regulations. The Participant also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that the Participant's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant's ability to participate in the Plan. Personal Data may be transferred to relevant parties for the purposes of managing the Plan, such as banks, other financial institutions or brokers involved in the management and administration of the Plan. More specifically, the Participant further understands that the Company and any Parent, Subsidiary or Affiliate will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan, and that the Company and any Parent, Subsidiary or Affiliate may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom the Participant may elect to deposit any Vested Shares acquired under the Plan or any proceeds from the sale of such Shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that these recipients may be acting as controllers or processors, as the case may be, according to applicable privacy laws, and that they may be located in or outside Brazil, such as in the United States and/or Singapore or elsewhere, in countries that may provide a different level of data protection as intended under Brazilian privacy law.

Participants can exercise their rights over their Personal Data at any time. The rights include access to their Personal Data, rectification of outdated Personal Data, information on the sharing of Personal Data with third parties, among others. Further information on how the Company processes Personal Data and how to contact the Company in case of doubts or requests are set out in the Company's privacy notice, which is available at: <https://flex.com/company/policies/privacy-policy>.

### ***Notifications***

**Compliance with Law.** By accepting the RSU Award, the Participant acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes (including, but not limited to, income tax, social security contributions, capital gains taxes and foreign exchange taxes) associated with the RSU Award, the receipt of any dividends, and the sale of Vested Shares issued under the Plan.

**Exchange Control Reporting Information.** If the Participant is a resident or domiciled in Brazil, he or she will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights (i.e., the Shares individually and/or together with any other assets or rights) is equal to or greater than US\$1,000,000 (approximately BRL4,800,000 as of July 2023) as verified on December 31<sup>st</sup> of any given calendar year. Additionally, if said aggregate value of assets and rights held abroad by the Participant is equal to or greater than US\$ 100,000,000 or its equivalent in other currencies (approximately BRL 480,000,000 as of July 2023), as verified on March 31<sup>st</sup>, June 30<sup>th</sup> and/or September 30<sup>th</sup> of any given calendar year, he or she will be required to submit one or more quarterly declarations to the Central Bank of Brazil, as applicable according to the dates and times defined by such authority. Foreign individuals holding Brazilian visas and residency authorizations are considered Brazilian residents for purposes of this reporting requirement and must declare at least the assets held abroad that were acquired subsequent to the Participant's date of admittance as a resident of Brazil. Assets and rights that must be reported include Shares issued upon vesting of the RSU Award under the Plan.

**Tax Reporting Information.** Assets and rights held by the Participant (including the Shares) must also be declared and described in his or her annual individual income tax return in the section "*Bens e Direitos*", subsections "*Situação em 12.31.<year>*" and "*Discriminação*".

**Risk Factor.** By accepting this RSU Award, the Participant hereby represents and acknowledges that investment in the Shares underlying the RSU Award involves a degree of risk. If the Participant elects to participate in the Plan, the Participant should monitor their participation and consider all risk factors relevant to the vesting or delivery of the Shares acquired upon vesting of the RSU Award.

## CANADA

### *Terms and Conditions*

**French Language Provision.** The following provision will apply if the Participant is a resident of Quebec:

The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention.

**Termination of Service.** This provision supplements Section 1.1(c) of the Agreement:

In the event of involuntary Termination of Service (whether or not in breach of local labor laws), the Participant's right to receive and vest in the RSU Award under the Plan, if any, will terminate effective as of the date that is the earlier of: (1) the date the Participant receives notice of Termination of Service from the Company or the Employer, or (2) the date the Participant is no longer actively providing service by the Company or his or her Employer regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to, statutory law, regulatory law and/or common law); the Committee shall have the exclusive discretion to determine when the Participant no longer actively providing service for purposes of the RSU Award.

**Data Privacy.** This provision supplements Section 9 of the Agreement:

The Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Participant further authorizes the Company, any Parent, Subsidiary or Affiliate and the Committee to disclose and discuss the Plan with their advisors. The Participant further authorizes the Company and any Parent, Subsidiary or Affiliate to record such information and to keep such information in the Participant's employee file.

### *Notifications*

**Grant of RSU Award.** The RSU Award does not constitute compensation nor is in any way related to the Participant's past services and/or employment to the Company, the Employer, and/or a Parent, Subsidiary or Affiliate of the Company.

## CHINA

### *Terms and Conditions*

**Issuance of Vested Shares and Sale of Shares.** This provision supplements Section 1.1(d) of the Agreement:

Due to local regulatory requirements, upon the vesting of the RSU Award, the Participant agrees to the immediate sale of any Vested Shares to be issued to the Participant upon vesting and settlement of the RSU Award. The Participant further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Vested Shares (on the Participant's behalf pursuant to this authorization) and the Participant expressly authorizes the Company's designated broker to complete the sale of such Vested Shares. The Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Vested Shares at any particular price. Upon the sale of the Vested Shares, the Company agrees to pay the Participant the cash proceeds from the sale, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items.

**Exchange Control Requirements.** The Participant understands and agrees that, pursuant to local exchange control requirements, the Participant will be required to immediately repatriate the cash proceeds from the sale of Vested Shares underlying the RSU Award to China. The Participant further understands that, under local law, such repatriation of his or her cash proceeds may need to be effectuated through a special exchange control account established by the Company, any Parent, Subsidiary, Affiliate or the Employer, and the Participant hereby consents and agrees that any proceeds from the sale of Vested Shares may be transferred to such special account prior to being delivered to the Participant. The Company is under no obligation to secure any exchange conversion rate, and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions in China. The Participant agrees to bear any currency fluctuation risk between the time the Vested Shares are sold and the time the sale proceeds are distributed through any such special exchange account. The Participant further agrees to comply

with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China. These requirements will not apply to non-PRC citizens.

**Administration.** The Company and its Parent, Subsidiary, Affiliate or the Employer shall not be liable for any costs, fees, lost interest or dividends or other losses the Participant may incur or suffer resulting from the enforcement of the terms of this Exhibit A or otherwise from the Company's operation and enforcement of the Plan and the Agreement in accordance with the PRC law including, without limitation, any applicable local exchange control rules, regulations and requirements.

#### **Data Privacy**

- (a) **Data Collection and Usage.** The Company collects, processes and uses personal data about the Participant, including but not limited to, the Participant's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Employer. In order for the Participant to participate in the Plan, the Company will collect his or her personal data for purposes of allocating Vested Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Participant's personal data is based on the Participant's consent, the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests, and the Participant hereby confirms and agrees that the Company shall be entitled to collect, process, use and cross-border transfer such personal data for the purpose of implementation of the Plan.
- (b) **Stock Plan Administration and Service Providers.** The Company may transfer the Participant's data to one or more third party stock plan service providers based in the U.S. and/or Singapore, which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for the Participant to receive and trade Vested Shares. The Participant may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).
- (c) **International Data Transfers.** The Participant's personal data will be transferred from the Participant's country to the U.S. and/or Singapore, where the Company is based, and may be further transferred by the Company to the U.S. and/Singapore, where its service providers are based.
- (d) **Data Retention.** The Company will use the Participant's personal data only as long as necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs the Participant's personal data, which will generally be ten (10) years after the Participant participates in the Plan, the Company will delete such data, or make data anonymize such data on its systems. If the Company keeps the data longer, it would be to satisfy any applicable legal or regulatory obligations.
- (e) **Data Subject Rights.** The Participant understands that he or she may have a number of rights under data privacy laws in China. Subject to the applicable data protection laws and regulations in China, as updated from time to time, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions or reject on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in the Participant's jurisdiction, (vii) request for an explanation on the data processing rules, and/or (viii) receive a list with the names and addresses of any potential recipients of the Participant's personal data. To receive clarification regarding these rights or to exercise these rights, the Participant can contact his or her local human resources department.

#### **CZECH REPUBLIC**

##### *Notifications*

**Exchange Control Information.** If the Czech National Bank notifies the Participant that he/she is considered by the Czech National Bank as a statistically significant reporting person for the purpose of the balance of payments statistics, the Participant will need to file a notification to the Czech National Bank on an annual basis regarding the Shares held by such Participant.

#### **DENMARK**

##### *Notifications*

**Danish Stock Options Act.** The Participant will receive an Employer Statement pursuant to the Danish Act on Stock Options.

**Exchange Control/Tax Reporting Information.** The Danish Tax Administration automatically receives information about brokerage accounts held with brokers or banks outside Denmark. As the Danish Tax Administration does not necessarily receive information about transactions made on foreign brokerage accounts on an ongoing basis, the numbers which appear in the Danish Tax Administration's e-self-service, *TastSelv*, may not be correct. The Participant has a duty to control the numbers in *TastSelv* no later than 1 July following the expiration of the foregoing income year. In the event the numbers are not correct, the Participant shall before 1 July correct and submit the correct numbers in the Danish Tax Administration's e-self-service, *TastSelv*. In addition, the Participant shall contact the Danish Tax Administration and inform them about the following: (i) the name of the Shares purchased or sold, (ii) the number of Shares purchased or sold, (iii) the time the Shares were purchased or sold, (iv) the price per Share and (v) the total price paid for the Shares, including transaction costs, if any.

The Participant shall send the transaction information via the contact formula in the e-self-service, *TastSelv*, with documentation in the form of account statements from the broker or bank to be included.

## **FINLAND**

**Employee Non-Solicitation, Customer Non-Solicitation and Non-Compete.** This provision supplements Sections 11, 12 and 13 of the Agreement:

The Participant acknowledges and agrees that After Employment Employee Non-Solicitation, Customer Non-Solicitation and Non-Compete obligations are not considered Post-Employment Non-Compete Agreements under the Finnish Employment Contracts Act and, therefore, the Participant is not entitled to any additional compensation for these obligations.

**Nature of Grant.** This provision supplements Section 7(f) of the Agreement:

Notwithstanding the above, the Participant has the right to make claims against the Employer on any matters relating to the possible employment relationship, unless otherwise agreed between the Employer and the Participant after the termination of employment.

## **FRANCE**

### ***Term and Conditions***

**Language Consent.** By accepting the RSU Award, the Participant confirms having read and understood the documents relating to this grant (the Plan, the Agreement and this Exhibit A) which were provided in English language. The Participant accepts the terms of those documents accordingly.

*En acceptant l'attribution, vous confirmez ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan, le contrat et cette Annexe) qui ont été communiqués en langue anglaise. Vous acceptez les termes en connaissance de cause.*

**Nature of Grant.** By accepting the RSU Award, the Participant acknowledges and agrees that, as provided for under the Plan and Agreement provisions, the grant of the RSU Award is discretionary in nature by the Company and as such may be amended, suspended or terminated by the Company at any time. It does not create any claim or entitlement to compensation or damages under the French employment agreement signed between the Participant and the Employer.

**Non-Qualified status of the RSU Award.** The RSU Award is not intended to qualify for the special tax and social security treatment in France applicable to shares granted for no consideration under Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 and L. 22-10-60 of the French Commercial Code, as amended.

**Foreign Account Reporting Notification.** The Participant must report annually any shares and bank accounts he/she holds outside France, including the accounts that were opened, held, used and/or closed during the tax year, to the French tax authorities, on an annual basis on a special Form N° 3916, together with his/her personal income tax return. This specific reporting obligation applies also to securities accounts opened for the purpose of the grant of the RSU Award. Failure to report triggers a significant penalty.

## **GERMANY**

### ***Notifications***

**Exchange Control Notification.** Cross-border payments in excess of €12,500 must be reported on a monthly basis. If the Participant makes or receives a payment in excess of this amount, the Participant must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("Allgemeines Meldeportal Statistik") available via Bundesbank's website ([www.bundesbank.de](http://www.bundesbank.de)). If the Participant uses a German bank to effect a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for the Participant. In addition, the Participant must report any (i) receivables or (ii) payables vis-à-vis foreigners exceeding in each case of (i) and (ii) a total amount of €5,000,000 at the end of the relevant calendar

month. Finally, the Participant must report Shares on an annual basis in case the Participant holds at least 10% of the Shares or the total voting rights of the Company.

**Foreign Asset/Account Reporting Notification.** If the acquisition of Shares in the Company under the Plan leads to a so-called “qualified participation” at any point during the calendar year, the Participant will need to report the acquisition when filing the tax return for the relevant year (at the latest 14 months after the end of such calendar year). A “qualified participation” is attained if (i) the acquisition costs of all participations in the Company exceed €150,000 (if the Participant owns 1% or more of the Company’s nominal share capital) or (ii) the participant holds Shares exceeding 10% of the nominal share capital of the Company.

#### ***Terms and Conditions***

**Tax Obligations.** The following provisions supplement the “Vesting / Release” definition of the Agreement:

The applicable tax withholding and reporting shall be contingent on the closing prices of the Shares on the Release Date (Zuflusszeitpunkt). The 20-Day Closing Price Average shall be disregarded for the Participant.

### **HONG KONG**

#### ***Terms and Conditions***

*Warning: The RSU Award and Shares acquired upon vesting of the RSU Award do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company, its Parent, Subsidiary or Affiliates. The Agreement, including this Exhibit A, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. Nor have the documents been reviewed by any regulatory authority in Hong Kong. The RSU Award is intended only for the personal use of each eligible Employee of the Employer, the Company or any Parent, Subsidiary or Affiliate and may not be distributed to any other person.*

**Sale Restriction.** Notwithstanding anything contrary in the Notice, the Agreement or the Plan, in the event the Participant’s RSU Award vests such that Vested Shares are issued to the Participant or his or her heirs and representatives within six months of the Date of Grant, the Participant agrees that the Participant or his or her heirs and representatives will not dispose of any Vested Shares acquired prior to the six-month anniversary of the Date of Grant.

#### ***Notifications***

**Nature of Scheme.** The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

### **HUNGARY**

#### **A. IF THE PARTICIPANT IS AN EMPLOYEE**

#### ***Terms and Conditions***

**Employment related provisions.** The Employer’s prior consent is required for the delivery of the Agreement between the Participant and the Company or any Parent, Subsidiary or Affiliate if it is not the Employer of the Participant.

Section 13 of the Agreement shall not be deemed as a non-compete agreement under Hungarian labour law; it is considered as a non-compete agreement concluded between the Company or any Parent, Subsidiary or Affiliate and the Participant on a contractual basis.

### **INDIA**

#### ***Notifications***

**Exchange Control Information.** The Participant must repatriate the proceeds from the sale of Vested Shares acquired under the Plan within 180 days after receipt. The Participant must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Employer requests proof of repatriation. It is the Participant’s responsibility to comply with applicable exchange control laws in India. This only applies to a Participant who qualifies as a person resident in India under the Indian foreign exchange laws.

Additionally, the Participant must inform their Employer of any divestment made by them in relation to the Vested Shares within 7 days of undertaking such divestment. This is to enable the Indian Employer to undertake the mandatory reporting of the investment and divestment made by the Participant(s) to the Reserve Bank in India in Form OPI.

**Foreign Asset / Account Reporting Information.** The Participant is required to declare any foreign bank accounts and any foreign financial assets (which includes Vested Shares held in the Participant’s offshore brokerage account) in the Participant’s annual tax

return. It is the Participant's responsibility to comply with this reporting obligation. Additionally, upon the event of any income arising to the Participant out of the Vested Shares, the Participant will be obligated to report such income in his / her annual tax return. This only applies to a Participant who is an ordinary resident of India under Indian tax law.

## **IRELAND**

### ***Terms and Conditions***

**Data Privacy:** Section 9 of the Agreement is replaced by the following:

- (a) The Employer or as the case may be the Company, its Parent, a Subsidiary or an Affiliate will collect, use and transfer as required among the aforementioned parties, in electronic or other form, the Participant's personal data as described in this Agreement and any other RSU Award materials for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.
- (b) The Participant understands that the Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all RSU Awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("**Data**").
- (c) The Participant understands that Data will be transferred to the Company stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States, Singapore or elsewhere, and that the recipients' country (e.g., the United States or Singapore) may have different data privacy laws and protections from the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, the Company stock plan service provider and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or object to the processing of Data, in any case without cost, by contacting in writing his or her local human resources representative. The Participant understands, however, that objecting to processing of Data may affect the Participant's ability to participate in the Plan. For more information on the consequences of an objection, the Participant understands that he or she may contact his or her local human resources representative.

### ***Notifications***

**Director Notification Obligation.** Directors, shadow directors and secretaries of the Company's Irish Subsidiary or Affiliate are subject to certain notification requirements under the Irish Companies Act. Directors, shadow directors and secretaries must notify the Irish Subsidiary or Affiliate in writing of their interest in the Company and the number and class of Shares or rights to which

the interest relates within five days of the issuance or disposal of Shares or within five days of becoming aware of the event giving rise to the notification. This disclosure requirement also applies to any rights or Shares acquired by the director's spouse or children (under the age of 18).

**Reporting Obligations to the Irish Revenue Commissioners.** The Company and/or the Employer have certain mandatory reporting obligations to the Irish Revenue Commissioners in relation to the operation of the Agreement and the Plan. The Participant acknowledges this obligation and agrees that the Company and/or the Employer may share certain information in relation to the RSU Reward and Vested Shares with the Irish Revenue Commissioners to satisfy this obligation.

## **ISRAEL**

**Israeli Sub-Plan.** The RSU Award is also subject to the Sub-Plan for Israeli Participants (the "**Israeli Sub-Plan**") which is considered as a part of the Plan. The terms used herein shall have the meaning ascribed to them in the Plan or Israeli Sub-Plan. In the event of any conflict, whether explicit or implied, between the provisions of the Agreement and the Israeli Sub-Plan, the provisions set out in the Israeli Sub-Plan shall prevail. By accepting this RSU Award, the Participant acknowledges that a copy of the Israeli Sub-Plan has been provided to the Participant and agreed to the terms of such Israeli Sub-Plan.

**Designation.** If the Participant is an employee of an Employer, the RSU Award will be subject to the trustee capital gain tax treatment in accordance with the provisions of Section 102(b)(2) and 102(b)(3) of the Israeli Income Tax Ordinance [New Version], 5721-1961 (“**Section 102**” and “**Capital Gains Route**” and the “**Ordinance**”, respectively) and it has been designated as a 102 Award (as defined in the Israeli Sub-Plan), subject to compliance with the requirements under Section 102 and any associated rules or regulations, including the execution of the Agreement and the acknowledgments included below. In respect of Capital Gain Award, the tax is only due upon sale of the underlying Shares or upon release of the underlying Shares from the holding or control of the Trustee.

If the Participant is an Israeli resident however is engaged by the Company or any other non-Israeli Subsidiary or is a consultant or service provider of the Company’s Israeli resident Subsidiary, the RSU Award will be subject to tax upon vesting and settlement in accordance with Section 3(i) of the Ordinance.

**Performance Achievement above Target: Any amount of shares issued under the Award as a result of achieving the Performance Criteria above the Target, and which is above the Total Target Shares amount shall be regarded as a new grant for the purpose of Section 102 and the Capital Gains Route.**

**Trustee Arrangement.** With respect to any Award under the Capital Gains Route - the RSU Award and the Shares issued upon settlement of such RSU Award, and/or any additional rights, including without limitation any right to receive any dividends or any Shares received as a result of an adjustment made under the Plan that may be granted in connection with the RSU Award (the “**Additional Rights**”), will be issued to the Trustee or placed under the control of the Trustee under a supervisory trustee arrangement for at least the period stated in Section 102 under the Capital Gains Route or any shorter period of time as determined by the Israeli Tax Authority (“**Holding Period** and the “**ITA**”, respectively). In the event the RSU Awards do not meet the requirements of Section 102, such RSU Awards and the underlying Shares shall not qualify for the favorable tax treatment under Section 102. In accordance with the requirements of Section 102 and the Capital Gains Route, during the Holding Period the Participant shall not sell or transfer the underlying Shares or the Additional Rights from the Trustee. Notwithstanding the above, if such sale or transfer occurs before the end of the Holding Period, the sanctions under Section 102 shall apply to and shall be borne by the Participant.

The Company makes no representations or guarantees that the RSU Award will qualify for favorable tax treatment and will not be liable or responsible if favorable tax treatment is not available under Section 102. Any RSU Award accelerated upon termination of employment in accordance with Article 10.2(b) of the Plan may be disqualified from the Capital Gains Route.

Any fees associated with any vesting, sale, transfer or any act in relation to the RSU Awards shall be borne by the Participant. The Trustee and/or the Company and/or any Subsidiary shall be entitled to withhold or deduct such fees from payments otherwise due to the Participant from the Company or any Subsidiary or the Trustee.

**Taxes.** In addition to the provisions included in the Agreement, it is clarified that any and all taxes imposed in respect of the RSU Awards and/or underlying Shares, including, but not limited to, the grant of the RSU Awards, and/or the vesting, exercise, transfer, waiver, or expiration of RSU Awards and/or underlying Shares, and/or the sale of underlying Shares, shall be borne solely by the Participant, and in the event of death, by the Participant’s heirs. The Company, any Subsidiary, the Trustee or anyone on their behalf shall not be required to bear the aforementioned tax, directly or indirectly, nor shall they be required to gross up such tax in the Participant’s salary or remuneration. The applicable tax shall be withheld from the proceeds of sale of underlying Shares or shall be paid to the Company or any Subsidiary or the Trustee by the Participant. Notwithstanding the foregoing, the Company or any Subsidiary or the Trustee shall be entitled to withhold tax as it deems necessary to comply with applicable law and to deduct any tax from payments otherwise due to the Participant from the Company or any Subsidiary or the Trustee. The ramifications of any future modification of applicable law regarding the taxation of the RSU Awards granted to the Participant shall apply to the Participant accordingly and the Participant shall bear the full cost thereof, unless such modified laws expressly provide otherwise.

**Securities Law Notification.** The Company has obtained an exemption from the requirements of filing a prospectus in Israel with respect to any grant under the Plan. Applicable documentation can be obtained by contacting the Participant’s local human resources department.

**Additional Acknowledgments and Undertakings.** In addition to the provisions set out in the Agreement, by accepting an RSU Award classified under the Capital Gains Route, the Participant also confirms that:

1. The Participant is familiar with and understands the provisions of Section 102 and any associated rules or regulations in general, and the tax arrangement under the Capital Gains Route in particular, and agrees to comply with such provisions, as amended from time to time.
2. The Participant agrees that RSU Awards and the Shares that may be issued in connection with the RSU Awards, will be held or controlled by a trustee under a supervisory trustee arrangement for at least the duration of the Holding Period, as determined in Section 102 under the Capital Gains Route.



3. The Participant agrees to the provisions of the trust deed signed between the Company and/or the Employer and the Trustee attached hereto.
4. The Participant understands that any release of such Shares from trust, or any sale of the Shares prior to the termination of the Holding Period constitutes a violation of the terms of Section 102 and agree to bear the relevant sanctions.
5. The Participant authorizes the Company and/or the Employer to provide the Trustee with any information required for the purpose of administering the grant of the RSU Awards, including without limitation information about the Participant's RSU Awards, income tax rates, salary bank account, contact details and identification number and any reasonable information required by the Trustee.
6. The Participant declares that he/she is a resident of the state of Israel for tax purposes and agree to notify the Company upon any change in the residence address and acknowledge that if he/she ceases to be an Israeli resident or if his/her engagement with the Company or any Subsidiary is terminated, the RSU Awards and underlying Shares shall remain subject to Section 102, the trust agreement, the Plan and grant document.
7. The Participant acknowledges, understands and agrees that the RSU Awards are an extraordinary, one-time benefit granted to the Participant, and does not create any contractual or other right to receive a future grant of RSU Awards.

The grant of the RSU Awards is conditioned upon the Participant signing all documents requested by the Company, the Employer or the Trustee.

## **ITALY**

### ***Terms and Conditions***

***Data Privacy.*** This provision replaces Section 9 of the Agreement:

The Participant understands that as a Data Controller according to Art 4 Para 1.7 Reg. UE/2016/679 (“**GDPR**”) the Company and the Employer as the Privacy Representative of the Company in Italy (the “**Controller**”), may hold certain personal information about the Participant, including, but not limited to, the Participant’s name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Parent, Subsidiary or Affiliate, details of all RSU Awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant’s favor. The Company and the Employer inform the Participant as per Art. 12-13 GDPR that they will process said data and other data lawfully received from a third party (“**Personal Data**”) according to a level of security equal to that required by the GDPR or by the US Data Privacy Framework; Personal Data will be processed for the exclusive purpose of managing and administering the Plan (and so on the legal basis of Art. 6 para. 1 lit. b GDPR) and complying with applicable laws, regulations and Community legislation (and so on the legal basis of Art. 6 para. 1 lit. c GDPR). The Participant understands that Personal Data may also be transferred to the independent registered public accounting firm engaged by the Company, and also to the legitimate addressees under applicable laws. The Participant also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that the Participant’s refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant’s ability to participate in the Plan. The Participant understands that Personal Data will not be publicized, but it may be accessible by the Company and the Employer and within the Employer’s organization by its internal and external personnel in charge of processing, and by the data processor, if appointed. The updated list of processors and of the

subjects to which Personal Data are communicated will remain available upon request at the Employer. Furthermore, Personal Data may be transferred to banks, other financial institutions or brokers involved in the management and administration of the Plan. The Participant further understands that the Company and any Parent, Subsidiary or Affiliate will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant’s participation in the Plan, and that the Company and any Parent, Subsidiary or Affiliate may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom the Participant may elect to deposit any Vested Shares acquired under the Plan or any proceeds from the sale of such Shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing the Participant’s participation in the Plan. The Participant understands that these recipients may be acting as controllers, processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States, Singapore or elsewhere, in countries that do not provide an adequate level of data protection as intended under Italian privacy law.

Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Personal Data as soon as it has accomplished all the necessary legal obligations connected with the management and administration of the Plan. Otherwise, Personal Data will be processed for the entire period of the Participant’s employment relationship and for ten years thereafter or such longer period required to satisfy any applicable legal or regulatory obligations.

The Participant understands that Personal Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Personal Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to GDPR and Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Personal Data abroad, including outside of the European Economic Area, as specified herein and pursuant to applicable laws and regulations, does not require the Participant's consent thereto as the processing is necessary to performance of law and contractual obligations related to implementation, administration and management of the Plan. The Participant understands that, pursuant to Articles 13(2)(b) and (d), 15, 18, 19, 20 and 21 GDPR, he or she has the right at any moment to, including, but not limited to, (a) consult data and request that it be updated, corrected, supplemented, deleted or to object to or restrict its processing, as well as to request its portability, (b) submit a complaint to the Italian Data Protection Authority (the "Authority"), following the procedures and directions published on the Authority's official website at [www.garanteprivacy.it](http://www.garanteprivacy.it). In the event of a request to limit the processing of the data provided, to object to their processing, to their cancellation or to withdraw consent, the Data Controller may reserve the right to retain some of the Participant's data to the extent that they are necessary for the "performance of the contract" or for the protection of its "legitimate interest" pursuant to section 7 of the Legislative Decree no. 196/2003 and to obtain confirmation that Personal Data exists or not, access, verify its contents, origin and accuracy, delete, update, integrate, correct, blocked or stop, for legitimate reason, the Personal Data processing. To exercise privacy rights (which is not subject to any formal constraint and is free of charge), the Participant should contact the Employer. Furthermore, the Participant is aware that Personal Data will not be used for direct marketing purposes. In addition, Personal Data provided can be reviewed and questions or complaints can be addressed by contacting the Participant's human resources department.

**Plan Document Acknowledgement.** The Participant acknowledges that the Participant has read and specifically and expressly approves the following sections of the Agreement: Section 1: Grant of RSU Award; Section 2: Delivery; Section 3: Compliance with Laws and Regulations; Section 4: Rights as Shareholder; Section 5: Stop-Transfer Orders; Section 6: Taxes and Disposition of Shares; Section 7: Nature of Grant; Section 8: No advice Regarding Grant; Section 10: Successors and Assigns; Section 11: Governing Law; Venue; Section 15: Electronic Delivery; Section 16: Exhibit A; Section 18: Imposition of Other Requirements; and the Data Privacy section of this Exhibit A.

### *Notifications*

**Exchange Control Information.** Without limiting in any way Participant's obligations under the Agreement and/or the Plan (also with regard to Section 6: Taxes and Disposition of Shares and Section 8: No Advice Regarding Grant), to participate in the Plan, the Participant – whether he or she is an Italian resident – must comply with exchange control regulations in Italy. The Participant is required to report in his or her annual tax return: (a) any transfers of cash or Vested Shares to or from Italy; (b) any foreign investments or investments held outside of Italy at the end of the calendar year; and (c) the amount of the transfers to and from Italy which have had an impact during the calendar year on the Participant's foreign investments or investments held outside of Italy. The Participant may be exempt from the requirement in (a) if the transfer or investment is made through an authorized broker resident in Italy, as the broker will generally comply with the reporting obligation on his or her behalf. Italian residents may be subject to tax on the value of financial assets held outside of Italy. The taxable amount will be the fair market value of the financial assets, assessed at the end of the calendar year.

## **JAPAN**

### *Notifications*

**Notice of Private Placement in Japan.** Neither the RSU Award nor the Shares to be issued pursuant to the RSU Award have been or will be registered under Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (the "**FIEA**") in respect of this offering, because the offer or solicitation to acquire the RSU Award or the Shares hereunder meets the requirements for exemption from registration pursuant to Article 2, Paragraph 3, Sub-Paragraph 2 "ha" of the FIEA.

**Exchange Control/Tax Reporting Information.** If the aggregate fair value of the Shares issued pursuant to the RSU Award is more than JPY 100,000,000, the reporting requirement is applicable under the Japanese foreign exchange rules. In addition, the Participant is required to report the details of any assets held outside of Japan as of December 31 (including the Shares acquired under the Plan) to the relevant tax authority by March 15 of the following year to the extent such assets have a total net fair market value in excess of JPY 50,000,000.

## **KOREA**

### *Notifications*

**Exchange Control Information.** If the Participant realizes US\$500,000 (approximately KRW 632,500,000 as of July 2023) or more from the sale of Shares, Korean exchange laws require the Participant to repatriate the proceeds to Korea within eighteen months of the sale. In order for the Participant to dispose of its shares which have been originally procured by the Plan (the “*Share Plan Shares*”), according to the recently announced Korean Financial Supervisory Service (FSS) guideline in respect of sale and purchase of listed stocks of a foreign parent company which were procured via a share plan, the Participant is required to (1) open an account with a Korean securities company and (2) put a disposition order through a Korean securities company. Further, the Share Plan Shares are required to be deposited to a foreign depository which is linked to the Korea Securities Depository.

## **MALAYSIA**

**Malaysian Insider Trading.** The Participant should be aware of the Malaysian insider-trading rules, which may impact his or her acquisition or disposal of Shares or rights to Shares under the Plan. Under the Malaysian insider-trading rules, the Participant is prohibited from selling Shares when he or she is in possession of information which is not generally available and which he or she knows or should know will have a material effect on the value of the Shares once such information is generally available.

**Director Notification Obligation.** If the Participant is a director of the Company’s Malaysian Subsidiary, he or she is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian Subsidiary in writing when the Participant receives or disposes of an interest (e.g., RSU Award, Shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

**Tax Responsibility of the Participant.** The Participant is required to make an assessment by including the share benefit as income for the basis period in which the Shares are vested, report in the income tax return form of the Participant, the amount in respect of benefits from the Shares that have been vested, and ensure that income tax on that benefit is paid.

## **MEXICO**

### ***Terms and Conditions***

The following provisions supplement Sections 6 and 7 of the Agreement:

#### **Section 7**

**Modification.** By accepting the RSU Award, the Participant understands and agrees that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment.

**Policy Statement.** The RSU Award grant the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at 2 Changi South Lane, Singapore 486123, is solely responsible for the administration of the Plan, and participation in the Plan and the grant of the RSU Award do not, in any way, establish an employment relationship between the Participant and the Company since he or she is participating in the Plan on a wholly commercial basis. The Participant expressly recognizes that the Plan and the grant of the RSU Award do not establish any rights between the Participant and his or her sole Employer (Avalmed Servicios S.A. de C.V., Grupo Flextronics S.A. de C.V., Flextronics Servicios Guadalajara S.A. de C.V., Flextronics Servicios Mexico S. de R.L. de C.V. or Flextronics Aguascalientes Servicios S.A. de C.V.), nor does it form part of the employment conditions and/or benefits provided by the Employer.

**Plan Document Acknowledgment.** By accepting the RSU Award, the Participant acknowledges that he or she has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety, and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, the Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in the Nature of Grant section of the Agreement, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and any Parent, Subsidiary or Affiliates are not responsible for any decrease in the value of the Shares acquired upon vesting of the RSU Award.

**No Entitlement for Claims or Compensation.** The Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company or his or her Employer for any compensation or damages as a result of his or her participation in the Plan and therefore grants a full and broad release to the Employer, the Company and any Parent, Subsidiary or Affiliates with respect to any claim that may arise under the Plan.

## **Spanish Translation**

## ***Términos y condiciones***

Las siguientes disposiciones complementan las secciones 7 del Acuerdo:

### **Sección 7**

**Modificación:** Al aceptar el Otorgamiento de Acciones por Bonificación, el Participante entiende y está de acuerdo en que cualquier modificación del Plan o del Acuerdo o su terminación, no constituirá un cambio o disminución de los términos y condiciones de empleo.

**Declaración de Política:** El Otorgamiento de Acciones por Bonificación que la Compañía efectúa conforme al Plan es de forma unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificarlo y discontinuarlo en cualquier momento sin responsabilidad alguna para la Compañía.

La Compañía, con oficinas registradas en 2 Changi South Lane, Singapore 486123 es la única responsable de la administración del Plan y la participación en el Plan y el Otorgamiento de Acciones por Bonificación no establece de forma alguna una relación de trabajo entre el Participante y la Compañía, ya que su participación en el Plan es completamente comercial. El Participante expresamente reconoce que el Plan y el Otorgamiento de Acciones por Bonificación no establece ningún derecho entre el Participante y su único Empleador (Availmed Servicios S.A. de C.V., Grupo Flextronics S.A. de C.V., Flextronics Servicios Guadalajara S.A. de C.V., Flextronics Servicios México S. de R.L. de C.V. o Flextronics Aguascalientes S.A. de C.V., según sea el caso), ni tampoco forma parte de las condiciones laborales o beneficios provistos por el Empleador.

**Conocimiento del Documento del Plan.** Al aceptar el Otorgamiento de Acciones por Bonificación, el Participante reconoce que ha recibido copia del Plan, ha revisado el mismo, al igual que la totalidad del Acuerdo y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en el Acuerdo.

Además, el Participante reconoce que ha leído, y que aprueba específica y expresamente los términos y condiciones contenidos en la sección denominada Naturaleza del Otorgamiento, en la cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en éste es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) la Compañía, así como su Matriz, Subsidiaria o Filiales no son responsables por cualquier disminución en el valor de las Acciones adquiridas por virtud del Otorgamiento de Acciones por Bonificación.

**Derecho a Reclamaciones o Indemnizaciones.** El Participante declara que no se reserva ninguna acción o derecho para

interponer reclamo alguno en contra de la Compañía o su empleador por indemnización o daño alguno como resultado de su participación en el Plan y, en consecuencia, otorga el más amplio finiquito al Empleador, así como a la Compañía o su Matriz, Subsidiaria o Filiales con respecto a cualquier reclamo que pudiera originarse en virtud del Plan.

## **NETHERLANDS**

### ***Notifications***

**Securities Law Information.** The Participant should be aware of the Dutch insider-trading rules, which may impact the sale of Shares acquired under the Plan. In particular, the Participant may be prohibited from effectuating certain transactions if the Participant has inside information about the Company.

Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has “insider information” related to an issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. “Inside information” is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public and which, if published, would reasonably be expected to affect the share price, regardless of the development of the price. The insider could be any Employee in the Netherlands who has inside information as described herein.

Given the broad scope of the definition of inside information, certain Employees working at a Parent, Subsidiary or Affiliate in the Netherlands may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when the Participant has such inside information.

## **NORWAY**

### ***Terms and Conditions***

**Data Privacy.** This provision replaces Section 9 of the Agreement:

The Participant understands that the Company and the Employer will process certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Parent, Subsidiary or Affiliate, details of all RSU Awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, and that the Company and the Employer will process said data and other data lawfully received from third party ("**Personal Data**") for the purposes of managing and administering the Plan, the employment relationship and complying with applicable laws and regulations. The legal bases under Regulation (EU) 2016/679 (the "**GDPR**") are thus (i) the necessity for performing a contract to which the Participant is party (Article 6 no. 1 b)); and (ii) the necessity for compliance with a legal obligation (Article 6 no 1 b)). The Participant also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that the Participant's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant's ability to participate in the Plan. The Participant understands that Personal Data will not be publicized, but it may be accessible by the Employer as the Privacy Representative of the Company and within the Employer's organization by its internal and external personnel in charge of processing, and by the data processor, if appointed. The updated list of processors and of the subjects to which Personal Data are communicated will remain available upon request at the Employer.

Furthermore, Personal Data may be transferred to banks, other financial institutions or brokers involved in the management and administration of the Plan. The Participant understands that Personal Data may also be transferred to the independent registered public accounting firm engaged by the Company, and also to the legitimate addressees under applicable laws.

The Participant further understands that the Company and any Parent, Subsidiary or Affiliate will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan, and that the Company and any Parent, Subsidiary or Affiliate may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom the Participant may elect to deposit any Vested Shares acquired under the Plan or any proceeds from the sale of such Shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that these recipients may be acting as controllers, processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States and/or Singapore or elsewhere, including countries that do not provide an adequate level of data protection. In the lack of an adequacy decision under Article 45 of the GDPR, the Employer and/or Company will rely on other safeguards, such as binding corporate rules or the Standard Contractual Clauses adopted according to the Commission Implementing Decision on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679.

The Company and the Employer will process the Personal Data for as long as it is necessary to fulfill the employment contract with the Participant, or for as long as it is necessary to comply with a legal obligation to which the Company and/or Employer is subject.

The Participant shall, according to Chapter III of the GDPR, have the right to, including, but not limited to, obtain confirmation that Personal Data exists or not, access, verify its contents, origin and accuracy, delete, update, integrate, correct, blocked or stop, for legitimate reason, the Personal Data processing, and to complain to the national data protection authority. To exercise privacy rights, the Participant should contact the Employer. In addition, Personal Data provided can be reviewed and questions or complaints can be addressed by contacting the Participant's human resources department.

## **POLAND**

### **Terms and Conditions**

**Restriction on Type of Shares Issued.** Due to tax regulations in Poland, as necessary, the Participant's Vested Shares will be settled in newly issued Shares only. Treasury Shares will not be used to satisfy the RSU Award upon vesting.

## **ROMANIA**

### ***Notifications***

**Exchange Control Information.** If the Participant remits foreign currency into or out of Romania (*e.g.*, the proceeds from the sale of his or her Vested Shares), the Participant may be required to provide the Romanian bank assisting with the transaction with appropriate documentation explaining the source of the income.

### ***Non-compete***

**Applicability.** This provision supplements Section 13 of the Agreement (where applicable):

1. The Participant is forbidden to carry out in his/her own interest or a third party, directly or indirectly, dependent or independent activities in the fields of activity set forth in any confidentiality, non-competition, non-solicitation or similar agreement between the Participant and the Company or any Affiliate thereof, for the benefit of but not limited to any competitor of the Company (i.e., which has the same core business as the Company).
2. The non-competition clause in relation to the competing companies listed above produces its effects across such territories set forth in any confidentiality, non-competition, non-solicitation or similar agreement between the Participant and the Company or any Affiliate thereof.
3. The list of the companies mentioned above shall be supplemented automatically with the legal entities which have the same core business as the Company and, consequently, compete with it, entities which shall be incorporated across the aforementioned territories after signing the present agreement, as well as during the non-competition period mentioned below.
4. The Participant further undertakes during the non-competition period mentioned below not to:
  - entice the clientele of the Company by making use of the relationships established with such clientele while being employed by the Company;
  - entice any Participants of the Company for the purpose of setting up a competing company in order to attract the customers of the Company as well as not to entice any Participants of the Company in order to cause business disruption.
5. The non-competition clause produces its effects for a period of 12 months after termination of the individual employment agreement.
6. After the termination of the employment agreement and during the period of time mentioned above, the monthly non-competition compensation equals the price of the applicable Vested Share, but no less than 50% of the average gross salaries from the last 6 months prior to the termination date of the employment agreement shall be paid to the Participant in exchange of his or her compliance with the non-competition clause. In case the price obtained from the sale of the RSU is less than 50% of the average gross salaries from the last 6 months prior to the termination date of the individual employment agreement, the Company will pay the difference to maintain such level of compensation. The above-mentioned monthly compensation becomes due at the end of each month and is paid by bank transfer into an account indicated by the Participant.
7. In case of infringement against the non-competition clause, the Participant shall be obligated to return in full the amounts paid by the Company after the termination of the employment relationship as non-competition compensation and, as the case may be, to pay damages thus caused to the Company.
8. The Company may unilaterally waive the non-competition clause stipulated in the individual employment agreement at any moment prior to its entry into force based on a written notification sent by the Company to the Participant with regard to the denunciation of this clause.

## **SINGAPORE**

### ***Notifications***

**Securities Law Information.** The RSU Award is being granted to the Participant pursuant to the “Qualifying Person” exemption under section 273(1)(i) read with section 273(2) and (4) of the Singapore Securities and Futures Act 2001 (“SFA”). The Plan, the Agreement and the RSU Award have not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

**Selling Restrictions.** The Participant should note that the Plan, the Agreement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the RSU Award and/or Shares may not be circulated or distributed, nor may the RSU Award and/or Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision (4) of Division (1) of Part 13 (other than section 280) of the SFA. Any transfer and/or disposal of the RSU Award and/or Shares by the Participant (as may be allowed under the Plan and the Agreement and subject to compliance with applicable law) shall be subject to the condition that the foregoing restrictions shall be imposed on each and every transferee and purchaser, and subsequent transferee and purchaser, of the relevant RSU Award and/or Shares.

**Notification under Section 309B(1) of the SFA.** The RSU Award and Shares are prescribed capital markets products (as defined in the Singapore Securities and Futures (Capital Markets Products) Regulations 2018), being rights issued or proposed to be issued by a corporation in respect of its own stocks or shares and stocks or shares issued or proposed to be issued by a corporation, respectively,

and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

**Director Notification Obligation.** If the Participant is a director (including an alternate director or shadow director) of the Company and/or a Singapore company that is a related corporation (as defined in the Singapore Companies Act 1967 (the “Singapore Companies Act”)) of the Company (the “Singapore Entity(ies)”), the Participant is subject to certain notification requirements under the Singapore Companies Act in connection with the grant of the RSU Award and the subsequent vesting of, and delivery of, Shares underlying the RSU Award. Among these requirements is an obligation to notify the Singapore Entity(ies) in writing when the Participant acquires an interest (e.g., RSU Award, Shares) in the Company. In addition, the Participant must notify the Singapore Entity(ies) in writing when the Participant sells Shares of the Company (including when the Participant sells Shares acquired under the Plan). Please contact the Company to obtain a copy of the notification form.

The Participant must give written notice to the Singapore Entity(ies) of the prescribed particulars relating to the RSU Award and Shares underlying the RSU Award within two business days after (a) the date on which the Participant became a director of the Singapore Entity(ies); or (b) the date on which the Participant became a registered holder of or acquired an interest in the RSU Award or Shares underlying the RSU Award.

Upon the vesting of the Shares underlying the RSU Award and the delivery of Shares to the Participant resulting in the Participant becoming a registered shareholder of the Company, there is a change in the nature of the interest the Participant holds from a beneficial interest arising contractually under the RSU Award to a legal interest as a registered shareholder of the Company. As a result, the Participant is required within two business days, to notify the Singapore Entity(ies) of this technical change in the nature of the Participant’s interest in the Shares of the Company, to enable the Singapore Entity(ies) to meet its statutory obligations and update its Register of Directors’ Shareholdings within three days of receiving the Participant’s notification.

In addition, the Participant must give written notice to the Singapore Entity(ies) of particulars of any change in respect of the prescribed particulars previously given in respect of the RSU Award or Shares underlying the RSU Award, including the consideration (if any) received as a result of the event giving rise to the change, upon say, a sale and transfer of the Shares, within two business days after the occurrence of the event giving rise to the change.

### ***Terms and Conditions***

**Data Protection.** The Participant acknowledges that:

- (a) the personal data of the Participant as contained in each document and/or any other notice or communication given or received pursuant to the Plan and/or the Agreement, and/or which is otherwise collected from the Participant (or his or her authorised representative(s)), will be collected, used and disclosed by the Company and/or the relevant subsidiary for the purposes of implementing and administering the Plan, and in order to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines;
- (b) by participating in the Plan, the Participant also consents to the collection, use and disclosure of his or her personal data for all such purposes, including disclosure of personal data of the Participant held by the Company and/or the relevant subsidiary to any of their affiliates and/or to third party administrators who provide services to the Company (whether within or outside Singapore), and to the collection, use and further disclosure by such persons of such personal data for such purposes; and
- (c) the Participant also warrants that where he or she discloses the personal data of third parties to the Company and/or the relevant subsidiary in connection with the Plan and/or the Agreement, he or she has obtained the prior consent of such third parties for the Company and/or the relevant subsidiary to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations and/or guidelines. The Participant shall indemnify the Company and/or the relevant subsidiary in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Participant’s breach of this warranty.
- (d) to the extent that the Participant withdraws consent, the Company may use its discretion under the Agreement to terminate the RSU Award for no consideration.

For this purpose, the term “personal data” shall refer to any information and data which can be related directly or indirectly to an identifiable individual.

### **SLOVAK REPUBLIC**

#### ***Notifications***

**Exchange Control Information.** Upon request of the Slovak National Bank, the Participant may need to file a notification in respect of Shares pursuant to the Plan he or she acquires.

## **SOUTH AFRICA**

**Warning:** The RSU Award and Shares acquired upon vesting of the RSU Award do not constitute a public offering of securities under South African law and are available only to employees of the Company, its Parent, Subsidiary or Affiliates. The Agreement, including this Exhibit A, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the South African Companies Act. It is to be noted that no documents been reviewed by any regulatory authority in South Africa. The RSU Award is intended only for the personal use of each eligible Employee of the Employer, the Company or any Parent, Subsidiary or Affiliate and may not be distributed to any other person.

### ***Terms and Conditions***

**Notification Obligation.** Directors and prescribed officers of the Company’s South African Subsidiary or Affiliate are subject to certain notification requirements under the South African Companies Act. Directors and prescribed officers must notify the South African Subsidiary or Affiliate in writing of their interest in the Company and the number and class of Shares or rights to which the interest relates as soon as practically possible and/or where relevant in relation to any decisions affecting the South African Subsidiary or Affiliate.

**Insider Trading Notification.** The Participant should be aware of the South African insider-trading rules, which may impact his or her acquisition or disposal of Shares or rights to Shares under the Plan. Under the South African insider-trading rules, the Participant is prohibited from selling Shares when he or she is in possession of information which is not generally available and which he or she knows or should know will have a material effect on the value of the Shares once such information is generally available.

**Tax Obligations.** The following provision supplements Section 6.1 of the Agreement:

By accepting the RSU Award, the Participant agrees to notify the Employer of the amount of any gain realized at vesting and settlement of the RSU Award. If the Participant fails to advise the Employer of the gain realized at vesting and settlement of the RSU Award, he or she may be liable for a fine.

### ***Notifications***

**Exchange Control Information.** The Participant is solely responsible for complying with all exchange control laws in South Africa, and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Participant’s failure to comply with South African exchange control laws. The Participant should notify their local bank within 30 days of receiving shares.

## **SWEDEN**

There are no country specific provisions.

## **SWITZERLAND**

**Securities Law Information.** In Switzerland, the grant of RSUs is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act (“FINSA”). This document does not constitute a prospectus pursuant to the FINSA and no such prospectus has been or will be prepared for or in connection with the RSU Awards granted pursuant to the Plan. This document is neither subject to any governmental approval nor must be filed with any Swiss authorities.

**Employment Law Information.** The Plan and any RSU Award are made as and constitute a discretionary ex gratia payment (Gratifikation/Sondervergütung) within the meaning of Art. 322d of the Swiss Code of Obligation.

### **Tax Reporting Information.**

(i) **At grant.** The Participant will receive an addendum to the annual salary statement, reporting the details of the RSU Award granted. The Participant is required to file such addendum with his/her tax return. Furthermore, the Participant is required to declare all RSU Awards granted under the Plan which should not be subject to the net wealth tax, but must be reflected “pro memoria” in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Participant is required to file with the annual tax return.

(ii) **At vesting.** The Participant will receive an addendum to the annual salary statement, reporting the taxable income realized upon vesting of the RSU Award. The Participant is required to declare such income in and to file the addendum with his/her tax return. Any Shares acquired upon vesting will be subject to the net wealth tax and must be reported in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Participant is required to file with the annual tax return.



**Data Privacy; Transfer of personal data to the United States and/or Singapore.** The Participant acknowledges and agrees that personal data will be transferred to the United States and/or Singapore and that there is a risk, in particular, that the rights provided for by Swiss (and EU data protection laws, as applicable) may only be guaranteed to a limited extent and that foreign authorities, i.e., authorities of the United States and/or Singapore may gain access to personal data with or without the Participant's knowledge. Such access may also result in further tracking and/or observations by foreign authorities.

## **TAIWAN**

### ***Notifications***

**Securities Law Information.** The RSU Award to be granted by the Company to the Participants of the Company or a Taiwan Subsidiary or Affiliate have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission and/or any other regulatory authorities of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which constitute an offer or a solicitation of an offer within the meaning of the Securities and Exchange Act or relevant laws and regulations of Taiwan that requires a registration or approval of the Financial Supervisory Commission and/or any other regulatory authorities of Taiwan. No person or entity in Taiwan has been authorized to offer or sell the RSU Award in Taiwan.

**Exchange Control Information.** The Participant may acquire and remit foreign currency (including proceeds from the sale of Shares) into and out of Taiwan up to US\$5,000,000 (approximately TW\$ 155,000,000 as of July 2023) per year for inward and outward remittances. On the contrary, the approval of the Central Bank of Taiwan would be required for making inward and outward remittances of foreign exchange that, in the aggregate, exceed the US\$5,000,000 annual quota. If the transaction amount is TW\$ 500,000 or more in a single transaction, the Participant must submit a Foreign Exchange Transaction Form and also provide supporting documentation to the satisfaction of the remitting bank.

## **TURKEY**

### ***Notifications***

**Securities Law Information.** Pursuant to Turkish capital markets legislation, the sale of shares in stock option plans of foreign companies to employees residing in Türkiye are not subject to filing or disclosure requirements in Türkiye, provided that: (i) such sale does not take place in Türkiye; (ii) it does not fall within the scope of any public offering in Türkiye (i.e., the transaction cannot be defined as a public offering); and (iii) any information to be provided to the employees does not contain any statements giving the impression of a public offering.

## **UNITED KINGDOM**

### ***Terms and Conditions***

**Tax Obligations.** The following provisions supplement Section 6.1 of the Agreement:

The Participant agrees that they are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or, if different, the Participant's Employer or by Her Majesty's Revenue and Customs ("**HMRC**") (or any other tax authority or any other relevant authority). The Participant also agree to indemnify and keep indemnified the Company and, if different, the Participant's Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Participant's behalf.

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the amount of any income tax not collected from or paid by the Participant within ninety (90) days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Items occurs may constitute a benefit to the Participant on which additional income tax and National Insurance contributions may be payable. The Participant understands that they will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any National Insurance contributions due on this additional benefit, which may also be recovered from the Participant through any means set forth in the "Tax Withholding" section of the Agreement.

In the event that the Participant has failed to make arrangements pursuant to the "Tax Withholding" section of the Agreement, for the amount so indemnified hereunder, the Participant shall pay to the Company (or such other affiliate, as the case may be) the balance in cash promptly on written demand and in any event within 60 days from the date on which any relevant amount indemnified is due to be accounted for to the applicable tax authority. If such payment is not made, the Participant shall also be liable to account to the Company or

any affiliate for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of Income Tax (Earnings and Pensions) Act 2003.

**National Insurance Contributions Acknowledgment.** As a condition of participation in the Plan and the vesting of the RSU Award, the Participant agrees to accept any liability for secondary Class 1 National Insurance Contributions which may be payable by the Company and/or the Employer in connection with the RSU Award and any event giving rise to Tax-Related Items (the “**Employer NICs**”). To accomplish the foregoing, the Participant agrees to execute a joint election with the Company, the form of such joint election being formally approved by HMRC (the “Joint Election”), and any other required consent or election. The Participant further agrees to execute such other joint elections as may be required between the Participant and any successor to the Company and/or the Employer. The Participant further agrees that the Company and/or the Employer may collect the Employer NICs from the Participant by any of the means set forth in Section 6.1 of the Agreement.

If, at the election of the Company, the Participant does not enter into a Joint Election prior to vesting of the RSU Award or if approval of the Joint Election has been withdrawn by HMRC, the RSU Award shall become null and void without any liability to the Company and/or the Employer and the Company may choose not to issue or deliver Shares upon vesting of the RSU Award.

## PART 2 – GDPR

Subject to the laws of the jurisdiction that the Participant is resident in or otherwise subject to, this provision shall apply to any Participant who is resident in a jurisdiction or otherwise subject to the laws of a jurisdiction that is subject to or has implemented GDPR (as hereinafter defined) (as may be amended from time to time and any successor thereto).

For the execution of the Plan and the Agreement it is necessary to process personal data relating to the Participant, consisting of full name, address, position, employer, appraisals and bank account details, employment related data (“*Personal Data*”).

The Personal Data shall, upon participation in the Plan, be provided to the Company by the Participant and/or any relevant Affiliate or Subsidiary. The Personal Data shall be processed in accordance with the General Data Protection Regulation (“*GDPR*”) and any applicable national GDPR implementation law, which may for the processing of special categories of personal data (additionally) require the Participant’s (explicit) consent thereto.

The following shall apply:

1. For the execution and administration of the Plan and the Agreement, the Personal Data shall be transferred and processed outside of the European Economic Area (“*EEA*”), which shall be based on article 49(1)b of the GDPR where such transfer is of an incidental nature and is necessary for the entering into and execution of the Agreement with the Participant. Otherwise, any data transfers between the Company and any of its Subsidiaries or Affiliates shall be based on adequate transfer mechanisms that are implemented within the Company and any Subsidiary or Affiliate, such as the EU Model Clauses.
2. The Personal Data shall solely be processed by the Company (or any of its legal successors) when such processing is necessary for the execution and administration of the Plan or the Agreement and ensuing rights and obligations. Without such processing the Participant cannot participate in the Plan. Furthermore, the Personal Data shall be processed by the Company to comply with its legal obligations and/or for the purposes of its legitimate interest(s) such as to establish, exercise or defend its rights and legal position, and to monitor compliance with the Plan.
3. The Personal Data can be shared by the Company, with other third parties and the competent supervisory authorities in order to comply with its obligations (such as to comply with a request or order), with advisors or lawyers, based on a legitimate business interest to request advice, exercise its rights or with (potential) business partners in the context of a contemplated sale or restructuring of the Company or any Subsidiary or Affiliate.
4. The Personal Data shall be retained for 5 years after participation in the Plan has been terminated, unless longer retention of the Personal Data is required, for example, based on a legal obligation or in order to establish, defend or exercise a legal position.
5. The Participant has the right to request from the Company (or any of its relevant legal successors), access to and, under circumstances to request rectification or erasure of the Personal Data or restriction of processing of their Personal Data or to object to such processing as well as the right to data portability. The Participant has the right to lodge a complaint with respect to the processing of the Personal Data with the competent data protection authority.
6. The Participant may contact the Company with any questions regarding the processing of the Personal Data, to invoke their data subject’s rights or to obtain a copy of the mechanism for the (international) transfer of the Personal Data under this Plan.

**FLEX LTD. AMENDED AND RESTATED 2017 EQUITY INCENTIVE PLAN**

**EXHIBIT B TO THE  
RESTRICTED SHARE UNIT AWARD  
rTSR PEER COMPANIES**

Acer	Micro-Star Int
AECOM	Oshkosh
APi Group	PACCAR
Arrow Electronics	Parker-Hannifin
ASUSTeK Computer	Pegatron
Atkins Realis	Qisda
AUO Corporation	Quanta Computer
Avnet	Quanta Services
Beacon Roofing Supply	Rush Enterprise
Bombardier	Sanmina
CDW	Seagate Technology
Celestica	Spirit Aero Systems
Compal Electronics	Stanley Black & Decker
Corning	Super Micro Computer
Cummins	Synnex Technology Intl.
Dell Technologies	TD SYNNEX
EMCOR Group	Textron
Far Eastern New Century	UFP Industries
Finning International	Veritiv Holdings
Fluor Corporation	Walsin Lihwas Corp
Hewlett Packard Ent.	WESCO
HP Inc.	Western Digital
Huntington Ingalls Indus.	Wistron
Icahn Enterprises	Wiwynn
Innolux	WPG Holdings
Insight Enterprises	WSP Global
Inventec	WT Microelectronics
Jabil	Xerox
Mas Tec	

**ADDENDUM**

**AWARD AGREEMENT**

**Flex 2010 Deferred Compensation Plan**

**Award Agreement**

I am pleased to inform you that Flextronics International USA, Inc. (the “Company”) has agreed to provide you with a deferred long-term incentive bonus in return for services to be rendered in the future as an employee of the Company (the “Incentive Bonus”). Unless the context indicates otherwise, capitalized terms used in this Award Agreement have the meanings given to them in the Flex 2010 Deferred Compensation Plan, as it may be amended from time to time (the “Plan”).

Subject to the limitations and vesting schedule described below, and subject to the terms and conditions of the Plan, your 2024 Incentive Bonus will be the amount set forth in the Long-Term Cash Incentives (Deferred Compensation) section of your attached FY25 Total Compensation letter.

**Awards for Later Years**

By July 1<sup>st</sup> of each calendar year after 2024, or as soon thereafter as practicable, the Company will make a determination, in its sole discretion, of the amount of your Incentive Bonus, if any, with respect to the year ending on such July 1<sup>st</sup>. The Company will notify you of such determination as soon as practicable following such determination.

The Company reserves the right to amend, reduce, or eliminate your Incentive Bonus for any year at any time before you are notified that you have earned the Incentive Bonus. From time to time, the Company may, in its sole discretion, make additional contributions to your Incentive Bonus.

**Method for Determining 2024 Award**

Subject to the Company’s discretion to increase, decrease, or eliminate your Incentive Bonus for any or no reason, you may earn a 2024 baseline incentive bonus in the amount set forth in the Long-Term Cash Incentives (Deferred Compensation) section of your attached FY25 Total Compensation letter (the “Baseline 2024 Incentive Bonus”), provided that such amount is approved by the Board of Directors. Your 2024 Incentive Bonus, if any, will be deemed to be earned on a date specified by the Company (the “2024 Earning Date”), which will be July 1<sup>st</sup> or the date thereafter on which it is administratively practicable for the Company to determine the amount of your 2024 Incentive Bonus, if any.

The Company reserves the right to amend, reduce, or eliminate your 2024 Incentive Bonus at any time before you are notified of the amount of your 2024 Incentive Bonus. If your employment with the Company is terminated for any reason prior to the 2024 Earning Date, you will not be eligible to earn a 2024 Incentive Bonus.

### **Credit of Awards to Deferral Account**

The amount of the Incentive Bonus for each year will be credited to a separate subaccount of your Deferral Account (an “Incentive Bonus Deferral Subaccount”) as soon as practicable after it is deemed to be earned. The value of each Incentive Bonus Deferral Subaccount will thereupon be subject to adjustment for hypothetical investment gains and losses, as described below.

### **Vesting**

Except as otherwise described below or as otherwise provided for in the Plan, an Incentive Bonus Deferral Subaccount will become one hundred percent (100%) vested on the fourth anniversary of the date that the Incentive Bonus credited to such Incentive Bonus Deferral Subaccount was earned. Prior to such fourth anniversary, the Incentive Bonus Deferral Subaccount will be unvested and subject to forfeiture as described below.

Accordingly, the Incentive Bonus Deferral Subaccount for your 2024 Incentive Bonus will be one hundred percent (100%) vested if you remain continuously employed by the Company until July 1, 2028.

Except as provided below, if your employment with the Company is terminated before July 1, 2028 for any reason other than your Retirement, Death, or Disability, your 2024 Incentive Bonus Deferral Subaccount (as determined at the end of the day of your termination) will be forfeited for no consideration. For example, if an Incentive Bonus is earned on July 15<sup>th</sup> of a particular year, the Incentive Bonus Subaccount for such Incentive Bonus will be forfeited if your employment with the Company is terminated prior to the July 15<sup>th</sup> of the fourth year following that year.

If your employment with the Company is terminated due to Retirement before July 1, 2028, and you sign a release of claims in the format specified by the Company, your unvested 2024 Incentive Bonus Deferral Subaccount will continue to vest in accordance with the vesting schedule; provided that, if you violate the Confidential Information, Employee Non-Solicitation, Customer Non-Solicitation, or Non-Compete provisions of this Agreement, if applicable, then your 2024 Incentive Bonus Deferral Subaccount will be immediately forfeited for no consideration. For purposes of this Agreement, “Retirement” shall mean your voluntary termination of service after you have attained age fifty-five (55) and completed at least five (5) years of service; provided that your age plus years of service equals at least sixty-five (65); provided, further, that you provide, as may be required by the Company in its discretion, up to 6 months of written notice of such Retirement which is irrevocable by you.

If your employment is terminated as a result of death or Disability, any unvested balance of your 2024 Incentive Bonus Deferral Subaccount will immediately become one hundred percent (100%) vested. For purposes of this Agreement, “Disability” shall be defined as set forth in the Plan document. The Disability determination shall be in the sole discretion of the Company.

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Each Incentive Bonus Deferral Subaccount will become one hundred percent (100%) vested upon an Involuntary Separation from Service that occurs within two (2) years following a Change in Control; provided, however, that no Incentive Bonus Deferral Subaccount will vest earlier than 13 months following the date that it is earned. For example, if an Incentive Bonus is earned on July 15<sup>th</sup> of a particular year and a Change in Control of the Company occurs, the Incentive Bonus Subaccount for such Incentive Bonus will not vest if an Involuntary Separation from Service occurs prior to August 15<sup>th</sup> of the subsequent year.

### **Deferral Agreements and Payout of Your Vested Account Balance**

You are required to elect a payment schedule for the 2024 Incentive Bonus Deferral Subaccount in accordance with instructions in the email from Merrill Lynch, as mentioned in the attached FY25 Total Compensation letter. All payment schedule elections must be made on the Merrill Lynch website ([www.benefits.ml.com](http://www.benefits.ml.com)). Your payment schedule election for your 2024 Incentive Bonus, which is referred to herein as your “Deferral Agreement,” must be completed no later than July 19, 2024. The Deferral Agreement for any later Incentive Bonus must be submitted within the time period that will be communicated to you.

The distribution of the vested portion of your 2024 Incentive Bonus Deferral Subaccount, if any, will be made in accordance with the terms of your applicable Deferral Agreement, except as noted below in cases where your employment with the Company is terminated before July 1, 2028 due to your Retirement, death, or Disability. If you do not timely submit a Deferral Agreement, or if your Deferral Agreement is otherwise invalid, the vested portion of the Incentive Bonus Deferral Subaccount, if any, to which such invalid Deferral Agreement relates will be payable to you on the date that is six (6) months after your Separation from Service, or, if earlier, upon the date of your death if you die within six (6) months after your Separation from Service. However, the following rules apply to distributions on account of Retirement, death, or Disability.

If you vest in your 2024 Incentive Bonus Deferral Subaccount because your employment is terminated as a result of your Retirement, your 2024 Incentive Bonus Deferral Subaccount will be paid to you in a lump sum on the later of (i) six (6) months after your Separation from Service, or (ii) the date your 2024 Incentive Bonus Deferral Subaccount vests (July 1, 2028 if you satisfy the conditions of this Agreement).

If you vest in your 2024 Incentive Bonus Deferral Subaccount because your employment is terminated as a result of your death, a lump sum payment will be made to your beneficiary within 90 days after the Company is notified of your death.

If you vest in your 2024 Incentive Bonus Deferral Subaccount because your employment is terminated as a result of your Disability, a lump sum payment will be made within 90 days after the Company determines that your employment terminated due to a qualifying Disability.

You may, at the Company’s sole discretion, be permitted to elect to re-defer an Incentive Bonus Deferral Subaccount at any time that is at least twelve (12) months before the Incentive Bonus Deferral Subaccount is payable. With respect to a payment other than payments in the event of death, Disability, or Unforeseeable Emergency, any such re-deferral election must be for a

period of at least five (5) years after the Incentive Bonus Deferral Subaccount was otherwise payable.

#### **Deemed Investment of Deferral Subaccounts**

The unvested portion of each Incentive Bonus Deferral Subaccount will be held in an unvested subaccount that will be invested in Hypothetical Investments at the Company's direction, or, in the sole discretion of the Company, you may be allowed to direct the investment of the Incentive Bonus Deferral Subaccount; provided, however, that the Company may restrict or limit in any manner the Hypothetical Investments available to you.

Upon vesting, each Incentive Bonus Deferral Subaccount will be held in a vested subaccount that will be deemed invested in Hypothetical Investments at your direction. All investment elections are made online through the Merrill Lynch website ([www.benefits.ml.com](http://www.benefits.ml.com)).

The value of each Incentive Bonus Deferral Subaccount will depend upon the performance of the Hypothetical Investments in which it is deemed to be invested. Each Incentive Bonus Deferral Subaccount will be increased by hypothetical gains, and reduced by hypothetical losses, that result from the Hypothetical Investments in which the Incentive Bonus Deferral Subaccount is deemed to be invested.

Any portion of an Incentive Bonus Deferral Subaccount for which you have not made a valid Hypothetical Investment election shall be deemed to be invested in a default Hypothetical Investment that the Company will designate and which may be changed at the discretion of the Company from time to time.

#### **FICA Taxes**

The Company may debit your Deferral Account for any taxes due with respect to an Incentive Bonus Deferral Subaccount at the time that such taxes are required to be withheld. Generally, FICA (social security and Medicare) taxes will be withheld with respect to an Incentive Bonus Deferral Subaccount at the time of vesting.

#### **Account Balance Reachable by Company Creditors**

**You understand and acknowledge that your Deferral Account, including each Incentive Bonus Deferral Subaccount, will be reachable by the Company's general creditors upon the insolvency of the Company. You also understand and acknowledge that, except as provided in the Plan, you are not entitled to accelerate distributions from the Plan.**

#### **Non-Disclosure of Confidential Information**

You acknowledge that the Company's business and services are highly specialized, the identity and particular needs of the Company's customers, suppliers, and independent contractors are not generally known, and the documents, records, and information regarding the Company's customers, suppliers, independent contractors, services, methods of operation, policies, procedures, sales, pricing, and costs are highly confidential information and constitute trade secrets. You further acknowledge that the services you rendered to the Company have been or



will be of a special and unusual character which have a unique value to the Company and that you have or will have access to trade secrets and confidential information belonging to the Company, the loss of which cannot be adequately compensated by damages in an action at law.

You agree to not use, disclose, upload, download, copy, transfer, or delete any Confidential Information, including trade secrets, except as required in the performance of your duties to the Company. "Confidential Information" means information that the Company has obtained in connection with its present or planned business, including information you developed in the performance of your duties for the Company, the disclosure of which could result in a competitive or other disadvantage to the Company. "Confidential Information" includes, but is not limited to, all information of Company to which you have or will have access, whether in oral, written, graphic or machine-readable form, including without limitation, records, lists, specifications, operations or systems manuals, decision processes, policies, procedures, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research, business or financial information, plans, strategies, forecasts, forecast assumptions, business practices, marketing information and material, customer names, vendor lists, independent contractor lists, identities, or information, proprietary ideas, concepts, know-how, methodologies and all other information related to Company's business and/or the business of any of its affiliates, knowledge of the Company's customers, suppliers, employees, independent contractors, methods of operation, trade secrets, software, software code, methods of determining prices. Confidential Information shall also include all information of a third party to which Company and/or any of its affiliates have access and to which you have or will have access. You will not, directly or indirectly, copy, take, disclose, or remove from the Company's premises, any of the Company's books, records, customer lists, or any Confidential Information. You acknowledge and understand that, pursuant to the Defend Trade Secrets Act of 2016: An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the individual's attorney and use the trade secret information in the court proceeding if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended to prohibit you from providing confidential information, reporting to or participating in an investigation with a government agency or authority about a possible violation of law, or from making other disclosures protected by applicable whistleblower statutes. As used in this Section, "Company" includes any Parent, Subsidiary or Affiliate.

#### **Employee Non-Solicitation**

The employee non-solicitation provisions contained in paragraph (1) of this Section apply you, and the provisions contained in paragraph (2) of this Section apply to you unless you are a California employee. As used in this Section, "Company" includes any Parent, Subsidiary or Affiliate.

(1) During the term of your employment with the Company, you will not, either on your own account or for any person, firm, partnership, corporation, or other entity (a) solicit, interfere with, or endeavor to cause any employee of the Company to leave employment with the Company; or (b) induce or attempt to induce any such employee to breach their obligations to the Company.

(2) For a period of twelve (12) months following the date of your separation from employment with the Company for any reason, you will not, either on your own account or for any person, firm, partnership, corporation, or other entity, (a) solicit, interfere with, or endeavor to cause any employee of the Company to leave employment with the Company; or (b) refer any employee of the Company to anyone outside of the Company for the purpose of that employee seeking, obtaining, or entering into an employment relationship and/or agreement to provide services; or (c) induce or attempt to induce any such employee to breach their obligations to the Company.

### **Customer Non-Solicitation**

The customer non-solicitation provisions contained in paragraph (1) of this Section apply to you, and the provisions of paragraph (2) of this Section apply to you unless you are a California employee. As used in this Section, “Company” includes any Parent, Subsidiary or Affiliate.

(1) During the term of your employment with the Company, you will not solicit, induce, or attempt to induce any past or current customer of the Company (a) to cease doing business, in whole or in part, with the Company; or (b) to do business with any other person, firm, partnership, corporation, or other entity which performs services similar to or competitive with those provided by the Company.

(2) For a period of twelve (12) months following the date of your separation from employment with the Company for any reason, you will not, either on your own account or for any person, firm, partnership, corporation, or other entity, either directly or through others, solicit, induce, or attempt to induce any past or current Customer (defined below) of the Company (a) to terminate, reduce, or negatively alter his/her/its relationship with the Company or (b) to do business with a Competing Company (defined below).

The geographic scope of the covenants described in this Section shall include any city, county, or state of the United States and any such other city, territory, country, or jurisdiction in which you have worked and/or performed services for the Company. For purposes of this Section, “Customer” means any person, company or entity that: (a) was a customer of the Company during the last two (2) years of your employment and/or at the time of the termination of your employment; or (b) was engaged in active negotiations with the Company relating to the purchase of services or products from the Company at any time during the two (2) years immediately prior to the termination of your employment. A “Customer” shall not include any customer that you did not solicit, service, or have business-related dealings with or receive Confidential Information about in the last two (2) years of your employment with the Company.

## **Non-Compete**

The non-compete provision contained in this Section applies to you unless you are a California employee. As used in this Section, “Company” includes any Parent, Subsidiary or Affiliate.

For a period of twelve (12) months following the date on which your employment with the Company terminates for any reason, regardless of whether the termination is initiated by you or the Company, you agree that you will not: (A) provide services that are the same or similar in function or purpose to that which you performed for the Company to a Competing Company within the Restricted Area (defined below); (B) own (other than the ownership of five percent (5%) or less of the shares of a publicly traded company) or operate a business that is a competitor of the Company; or (C) provide services that are otherwise likely to result in the use or disclosure of the Company’s Confidential Information.

A “Competing Company” is a person or entity engaged in the provision of a product or service which competes with the products and services offered by the Company, as to which you (a) had business-related involvement or (b) received Confidential Information about during the last two (2) years of your employment with the Company.

The “Restricted Area” means the Company’s area of legitimate competitive concern based on your responsibilities to Flex and knowledge of the Company’s Confidential Information and goodwill with customers, clients, business partners, dealers, and agents as it exists in view of all relevant facts and circumstances. If you are or were an employee with defined geographic responsibilities, the Restricted Area shall include all geographies over which you had assigned responsibilities during the last two (2) years of your employment with the Company.

### **Additional Post-Employment Restrictive Covenant Terms**

(a) Consideration. You acknowledge that you would not have received the benefits and consideration provided under this Agreement but for your agreement to abide by its Non-Disclosure, Non-Solicitation, and Non-Compete (collectively, “Post-Employment Restrictive Covenants”) terms and that your agreement to the Post-Employment Restrictive Covenants is a material component of the consideration for this Agreement. You understand that you have the right to consult with an attorney regarding the terms of this Agreement before signing it, and that you have had at least 14 days to review this Agreement.

(b) Subsequent Employment. You agree that, while employed by the Company and for twelve (12) months thereafter, you will communicate the terms of the Post-Employment Restrictive Covenants to any person, firm, association, partnership, corporation, or other entity that you intend to become employed by, associated with or represent, or contract for, prior to accepting and engaging in such employment, contract, association and/or representation.

(c) Tolling. You agree that the applicable Restricted Period shall be tolled and suspended during and for the pendency of any violation of the Post-Employment Restrictive Covenants’ terms and for the pendency of any legal proceedings to enforce these terms, and that all time that is part of or subject to such tolling and suspension shall not be counted toward the 12-month duration of the Restricted Period.

(d) Reasonable and Necessary. You agree that the Post-Employment Restrictive Covenants set forth above are reasonable and necessary for the protection of the Company's legitimate business interests, that they do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Company, that they contain reasonable limitations as to time and scope of activity to be restrained, that they do not unduly restrict your ability to earn a living, and that they are not unduly burdensome to you.

(e) Judicial Modification. If any restriction set forth in the above Sections titled "Employee Non-Solicitation," "Customer Non-Solicitation" or "Non-Compete" is found by a court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

(f) Non-U.S. Country-Specific Provisions. The restrictions contained in the above Sections titled "Customer Non-Solicitation" and "Non-Compete" do not apply to you if you work and reside in a country that mandates, as a non-waivable condition, continued pay during the Restricted Period, unless the Company advises you that it will tender such pay, which shall be in the minimum amount required by applicable law.

### **Other Agreements**

Each Incentive Bonus is in addition to any rights that you have under any other agreement with the Company. An Incentive Bonus will not be deemed to be salary or other compensation for the purpose of computing benefits under any employee benefit plan or other arrangement of the Company for the benefit of its employees. This Award Agreement is subject in its entirety to the terms of the Plan and any applicable Deferral Agreements.

If a future change in law would, in the judgment of the Committee or Plan Administrator, likely accelerate taxation to you of amounts that would be credited to your Deferral Account under the Plan, the Company will attempt to amend the Plan to satisfy the requirements of the change in law and, unless and until such an amendment is made, the Company will cease to credit Incentive Bonuses to your account established under the Deferred Compensation Plan. The parties intend that the awards issued under this Award Agreement and the Plan comply with the requirements of Section 409A of the Internal Revenue Code, and this Award Agreement and the Plan (insofar as it relates to this Award Agreement) shall be administered and interpreted in accordance with such intent.

An Incentive Bonus does not give you any right to be retained by the Company, and does not affect the right of the Company to dismiss you. The Company may withhold from any payment under the Plan any amount that it is required to withhold pursuant to applicable law.

In addition to all of the remedies otherwise available to the Company, the Company shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the above Sections titled "Non-Disclosure of Confidential Information," "Employee Non-Solicitation," "Customer Non-Solicitation" or "Non-Compete" of this Agreement. You further agree that, in the event of a breach of any such Sections, (a) the Company shall be entitled to all of its remedies at law or in equity, including but not limited to monetary damages; (b) the Company shall be entitled

to an accounting and repayment from you of all profits, compensation, commissions, remuneration or benefits that you directly or indirectly realized or may realize as a result of or in connection with any breach of the Post-Employment Restrictive Covenants, and such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company may be entitled at law or equity. All of the Company's remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy will not be deemed to exclude any other remedies.

By participating in the Plan, you represent that you have had adequate opportunity to review and ask any questions about the Plan. You may request a copy of the Plan via email to [benefits@flex.com](mailto:benefits@flex.com). You understand that although the Company has attempted to structure a plan to accomplish the tax results discussed in the documents, the Company cannot warrant that the tax effect on you will be as expected. You also understand that the Company and its representatives are not attempting to give you tax advice. We strongly advise you to seek any tax advice from your own tax adviser.

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall nonetheless be given effect. This Agreement shall be governed and by and construed in accordance with the internal laws of the state where you reside (or the laws of the county in which you reside if outside the U.S.).

**LETTER IN LIEU OF CONSENT OF DELOITTE & TOUCHE LLP**

July 26, 2024

To the Board of Directors and Shareholders of Flex Ltd.  
2 Changi South Lane  
Singapore 486123

We are aware that our report dated July 26, 2024, on our review of the interim financial information of Flex Ltd. and its subsidiaries appearing in this Quarterly Report on Form 10-Q for the quarter ended June 28, 2024, is incorporated by reference in Registration Statement Nos. 333-273790 and 333-248470 on Form S-8.

/s/ DELOITTE & TOUCHE LLP

San Jose, California

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO  
SECTION 302  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Revathi Advaiti, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Flex Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 26, 2024

/s/ Revathi Advaiti

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Revathi Advaiti  
Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO  
SECTION 302  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Paul R. Lundstrom, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Flex Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 26, 2024

/s/ Paul R. Lundstrom

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Paul R. Lundstrom  
Chief Financial Officer



**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO  
18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

We, Revathi Advaiti and Paul R. Lundstrom, Chief Executive Officer and Chief Financial Officer, respectively, of Flex Ltd. (the “Company”), hereby certify, to the best of our knowledge, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- the Quarterly Report on Form 10-Q of the Company for the period ended June 28, 2024, as filed with the Securities and Exchange Commission (the “Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement has been provided to Flex Ltd. and will be retained by it and furnished to the Securities and Exchange Commission or its staff upon request.

Date: July 26, 2024

/s/ Revathi Advaiti

Revathi Advaiti  
Chief Executive Officer  
(Principal Executive Officer)

Date: July 26, 2024

/s/ Paul R. Lundstrom

Paul R. Lundstrom  
Chief Financial Officer  
(Principal Financial Officer)