Compensation elements published in accordance with the AFEP-MEDEF Code of Corporate Governance

1) Information on the financial conditions of Christopher Guérin's departure

On the occasion of the departure of Christopher Guérin as Chief Executive Officer of Nexans, with effect as of October 13th, 2025, the Board of Directors, on the recommendation of the Compensation Committee, has resolved on October 12th, 2025 the financial conditions relating to the termination of his duties, which are described below.

Otherwise, the Company and Christopher Guérin have committed to usual and mutual undertakings including non-disparagement, confidentiality and non-hire.

Fixed compensation

Christopher Guérin will receive, on a *prorata temporis* basis until October 13th, 2025, the fixed portion of his annual compensation, which amounts to 950,000 euros.

Annual variable compensation

The annual variable compensation of Christopher Guérin for the period from January 1st to October 13th, 2025, subject to performance conditions, will be determined *pro rata* to his actual presence during 2025 and paid in 2026, being subject to approval by the 2026 Annual Ordinary Shareholders' Meeting.

The achievement of the quantitative and qualitative performance objectives relating to the annual variable compensation for 2025, as set by the Board of Directors at its meeting of February 18th, 2025, will be assessed by the Board of Directors, on the recommendation of the Compensation Committee, after the closing of the 2025 accounts.

Unvested long-term incentive compensation

In view of his exceptional contribution to Nexans during his 7 years as Chief Executive Officer and in the context of a smooth transition with the newly appointed Chief Executive Officer, the Board of Directors has decided, on the recommendation of the Compensation Committee and subject to the approval of the shareholders at the 2026 Annual Ordinary Shareholder's Meeting, to allow Christopher Guérin to maintain the benefit of the performance shares granted to him under the following annual plans on a *pro rata temporis* basis over the respective vesting periods of those plans:

- plan no. 22 dated March 17th, 2022 (14,000 shares granted),
- plan no. 23 dated March 16th, 2023 (13,600 shares granted),
- plan no. 24 dated March 20th, 2024 (20,000 shares granted),
- plan no. 25 dated March 21st 2025 (19,000 shares granted),

and to waive the presence condition attached to these shares.

This corresponds to a maximum of 31,794 shares.

The final number of performance shares that may vest to the benefit of Christopher Guérin will be determined at the end of the respective vesting periods, subject to confirmation by the Board of Directors of the achievement rates of the applicable performance conditions. Such a decision remains, in any event, subject to the positive vote of the shareholders at the 2026 Annual Ordinary Shareholders' Meeting.

The presence condition required throughout the four year vesting period attached to the 26,000 performance shares granted to Christopher Guérin under the "Strategic Long-Term Incentive Plan" dated March 21st, 2025 will cease to be satisfied as of the date of his departure. Consequently, in accordance with the compensation policy, which excludes any exception to the presence condition, Christopher Guérin will forfeit his rights under the said plan.

Termination indemnity

As per the compensation policy for 2025, Christopher Guérin is entitled to a termination indemnity, subject to performance conditions, equal to two years' worth of his total compensation (fixed and variable).

Considering the average rate of objective achievements for target annual variable compensation over 2022, 2023 and 2024 (i.e. 139%), the performance conditions are met.

In accordance with the compensation policy, Christopher Guérin will therefore receive a termination indemnity of EUR 2,725,197 gross, reflecting two years of effective compensation minus the amount of the non-compete indemnity described below. In accordance with the compensation policy, the payment will intervene within one month.

Non-compete indemnity

In accordance with the compensation policy for 2025, the Board of Directors has decided that it is in the interest of Nexans to enforce the non-compete commitment granted by Christopher Guérin, for a period reduced to eighteen months from the end of his corporate office as Chief Executive Officer.

In return for this non-compete commitment, and subject to compliance with such commitment, Christopher Guérin will receive an indemnity, reduced *pro rata temporis* in accordance with the compensation policy, of an amount equal to 1,425,006 euros, paid in the form of 18 equal and successive monthly installments, calculated as nine months of total compensation (fixed and variable).

2) Compensation of Julien Hueber as Chief Executive Officer as of October 13th, 2025

As of October 13th, 2025, Julien Hueber exercises the functions of Chief Executive Officer in accordance with the legal, regulatory and statutory provisions in force, and the limitations provided in the Internal Regulations of the Board of Directors. His employment contract is terminated effective on October 12th, 2025.

His compensation as Chief Executive Officer for 2025 will be as follows:

Fixed annual compensation

Julien Hueber will receive, on a *pro rata temporis* basis starting on October 13th, 2025, EUR 750,000 euros per year.

Variable annual compensation

The target variable compensation for 2025 for Julien Hueber as CEO, on a pro rata temporis basis for the period from October 13th, 2025 to December 31st, 2025, will represent 100% of his annual fixed compensation and will vary, depending on the level of achievement of objectives, between 0% and 150% of his annual fixed compensation. The variable compensation of Julien Hueber will be determined as follows: 65% based on the achievement of collective objectives and 35% based on the achievement of individual objectives.

Thus if the target individual and collective objectives are reached, the variable compensation as CEO for 2025 will represent 100% of 2025 fixed remuneration received as CEO prorata temporis starting on October 13th for the year 2025.

The collective portion of the annual variable compensation is then made up of 5 criteria: organic growth and ROCE expressed as a percentage, EBITDA, free cash flow and net income expressed in euros. Minimum and maximum targets are defined by the Board of Directors in absolute value within predefined brackets set for each indicator and aligned with the annual budget approved by the Board of Directors. For confidentiality reasons, Financial annual targets are disclosed within the ex-post compensation. Bonus payment trigger threshold may not be lower than 50% of the organic growth target, 90% of the ROCE, EBITDA and net income targets, and 80% of the Free Cash Flow target. In the event of outperformance, the bonus payment threshold may not exceed 150% of the organic growth target, 110% of the ROCE, EBITDA and net income targets, and 120% of the FCF target. Below the trigger threshold, no bonus is paid out, then the bonus follows a linear interpolation from 0% to 150% of the basic salary between the respective minimum and maximum thresholds is followed.

The objectives and their respective weighting for 2025 are as follows:

Criteria	Weighting	Minimum	Target	Maximum
Collective objectives	**65%**	**0% of target compensation**	**100% of target compensation**	**150% of target compensation**
Organic growth (in %)	10%	50%	Budget	150%
ROCE (in %)	20%	90%	Budget	110%
EBITDA (in €M)	30%	90%	Budget	110%
Net income (in €M)	10%	90%	Budget	110%
Free Cash Flow (in €M)	30%	80%	Budget	120%
Individual objectives	**35%**	**80% of target compensation**	**100% of target compensation**	**150% of target compensation**
Deployment of the strategy	30%	Quantitative and qualitative objectives set by the Board of Directors		
Operational efficiency	40%	Quantitative and qualitative objectives set by the Board of Directors		
Culture, engagement and deployment of the ESG Policy	30%	Quantitative and qualitative objectives set by the Board of Directors		

Figure 3: Short-term variable structure.

In the event of a significant change in the Group's reporting structure, the Board may decide to adjust these criteria accordingly.

Julien Hueber's individual objectives as Chief Executive Officer and their respective weighting, the achievement of which is to be assessed over the period from October 13th, 2025 through December 31st, 2025, are:

- **Strategy deployment – 30%:**
  - Organic: continue the roll-out of the CMD 2025-2028 through the launch of new offers and a growth above +3%,
  - Inorganic: continue the divestment of non-electrification activities upon approval by the Board of Directors: close 1 divestment before the year end;
  - Continue the necessary postmortem analysis to ensure value creation;

- **Operational efficiency – 40%:**
  - Success of the new organization through the new PWR-Transmission team, synergies between market divisions and regions,
  - Continue the deployment of the Group's industrial strategy with the reinforcement of Industry 4.0. Reach 85% of industrial sites,

- PWR-Transmission execution and quality performance. Ensure an order book 6 billion euros and above. Implement required actions to reach 90% of the budget to prevent the risk of project delays
- Integration of acquisitions: Achieve €20m in synergies with LTC

- **Culture, engagement and deployment of the ESG Policy – 30%:**

  Culture and engagement
  - Succession planning for the key critical positions for the Group
  - Continue the deployment and adoption of the new culture (leadership model and associated engagement behaviors)
  - Continue the roll-out the E3 leadership development program

  Deployment of the ESG Policy
  - Safety: workplace frequency rate (FR1: 0.9 at constant perimeter taking into account the impact of M&A)
  - E3 Leadership: 20% sites are E3 compatible, new training dedicated to E3 in place. Climate strategy aligned with target
  - Diversity: 22% women in top management positions and 18% for all Group employees (excluding harnesses)

Payment of annual variable compensation will be subject to the approval at the 2026 Shareholders' Meeting of the resolution related to the total compensation and benefits-in-kind paid in 2026 or granted to the Chief Executive Officer for 2025 in accordance with Article L.225-100 of the French Commercial Code.

Long term compensation

Julien Hueber will benefit as Chief Executive Officer from the Group's long-term compensation policy, currently taking the form of performance share grants. The Board has decided that it will grant performance shares to Julien Hueber as Chief Executive Officer in 2025. At the time the shares are granted, the Board will decide on the number of shares, set the performance criteria and the specific conditions framing the vesting of shares that may be so granted, including the retention period.

Termination benefits

In accordance with Article 25.6 of the AFEP-MEDEF Code, the total termination and non-compete indemnities of Julien Hueber may not exceed two years' worth of actual compensation (fixed and variable).

Termination indemnity

As Chief Executive Officer, Julien Hueber is entitled to a termination indemnity. The termination indemnity will be payable only (1) in the event of a forced departure linked to a change of control or a change of strategy, with it being specified that this condition will be deemed to be met unless otherwise decided by the Board of Directors, particularly in the case of serious misconduct and (2) after the Board of Directors has placed on record that the applicable performance conditions have been met, either at the time of, or after the termination or change in the Chief Executive Officer's duties, in accordance with Article L.225-421 of the French Commercial Code.

The payment of the indemnity would be subject to an overall rate of achievement of objectives for target annual variable compensation of at least 80% on average over the three years prior to the date of the forced departure. In the event of a departure before three years, the payment of the termination indemnity will be based on the actual years of performance. The Compensation

Committee will determine the achievement rate of the applicable performance conditions and submit their findings to the Board for a final decision.

The indemnity will be equal to two years' worth of his total compensation (fixed and variable), i.e. 24 times his most recent monthly compensation (fixed portion) prior to the month of his departure plus an amount equal to his most recent monthly base compensation (fixed portion) multiplied by his most recent nominal bonus rate.

The final amount payable in relation to the termination indemnity would be paid in one installment within a maximum of one month after the Board of Directors' assessment of whether the applicable criteria have been met. In compliance with the compensation policy for executive corporate officers set on February 18th, 2025, the termination indemnity may not exceed two years' worth of actual compensation (fixed and variable).

Non-compete indemnity

Julien Hueber shall not exercise any business that would compete either directly or indirectly with any of the Company's businesses for a period of two years from the end of his term of office as Chief Executive Officer, irrespective of the reason for the termination of his duties.
In return for this non-compete commitment, Julien Hueber will receive compensation equal to one year's total compensation (fixed and variable portions), which represents 12 times the amount of the last monthly compensation (fixed portion) due for the month preceding that when the departure occurs plus an amount equal to the product of the last nominal bonus rate applied to the last monthly compensation (fixed portion), paid in the form of 24 equal and successive monthly payments due in the month preceding that when the employee departure takes place.

The Board of Directors may require Julien Hueber as Chief Executive Officer to comply with a non-compete obligation for a shorter period than two years. In such a case, the non-compete indemnity would be reduced pro rata temporis.

In accordance with Article 25.3 of the AFEP-MEDEF Code, in the event of Julien Hueber's departure, the Board of Directors will decide whether or not the non-compete agreement entered into with him will apply and will be entitled to waive it (in which case no noncompete indemnity will be payable). In addition, in accordance with Article 25.4 of the AFEP-MEDEF Code, no noncompete indemnity will be due if Julien Hueber takes retirement upon leaving the Group.

Supplementary pension plan

The Board of Directors confirms Julien Hueber's membership of the defined contribution pension plan set up for certain employees and executive corporate officers. The annual amounts payable under this defined contribution pension plan are paid exclusively by the Company and are equal to 20% of the Chief Executive Officer's reference compensation, defined as his annual fixed and variable compensation.

Welfare and unemployment insurance plan

Julien Hueber is entitled to the welfare plan (covering death and disability benefits and medical expenses) set up for the Company's employees. He also has coverage for loss of employment, acquired from an insurance agency, guaranteeing him, in case of an involuntary loss of professional activity, daily indemnities in the amount of 55% of 1/365 of tranches A, B and C - or equivalent - of his professional income for the fiscal year preceding his departure, applicable for a 12 month period following the loss of employment.

Benefits-in-kind

As Chief Executive Officer, Julien Hueber will benefit from a company car.

The Chief Executive Officer shall be reimbursed for his mission and representation expenses upon presentation of supporting documents.