

## **Termination indemnities of Frédéric Vincent (Indemnity payable in case of removal as Chief Operating Officer and contractual dismissal indemnity)**

- **Amount of the indemnity:** twenty four times the amount of his latest total gross monthly compensation defined as the last monthly fixed compensation plus an amount equal to the product of the rate of nominal bonus applied to the latest monthly fixed compensation.
- **2 performance criteria :**
  1. Average rate of achievement of objectives relating to the financial performance of the group as such objectives are decided by the Board of directors at the beginning of each year in connection with the determination of the performance criteria applicable for the computation of the variable compensation of Frédéric Vincent, as such rate of achievement would be calculated by the Board at the beginning of the following year and published in the Board's report on the latest closed fiscal year. The average rate of achievement will be equal to the average of the rates of achievement published for each of the last three fiscal years ended before the year of departure.
  2. Average rate of compared stock performance. The Company's stock performance will be compared with that of the SBF 120 index (such index is based on the stock market price of 40 stocks listed on the CAC 40 and those most liquid 80 stocks of the first and the secondary market listed on Euronext Paris among the top 200 French market capitalizations) or any equivalent index by which it may be substituted. The average rate will consist of the average of the stock performance over three periods, namely the two calendar years which precede the year of departure and the period running from the 1st of January of the year of departure and the date of the decision of removal. The compared stock performance rate for a given period will be equal to (a) the average Nexans share price over the period divided by the average Nexans share price over the previous period, divided by (b) the average value of the SBF 120 index over the period divided by the average value of the same index over the previous period.

For example, a 15% average increase of the stock price of Nexans and a 15% average increase of the value of the SBF 120 index would result in a stock performance rate over the relevant period to be equal to 100 %.

If in one of the relevant periods, the rate so computed is lower than 70%, the stock performance rate over this period will be considered equal to zero.

The rates computed in (1) and (2) will be weighted at 65% and 35%, respectively, to determine the global rate of the Performance Index.

- **The indemnity paid will depend on the Performance Index achieved**
  - If the rate of the Performance Index is at least equal to 100%, the indemnity is paid in full ;
  - If the rate of the Performance Index is between 30% and 100%, the indemnity is paid at the level of the Performance Index (e.g., if the Performance Index is equal to 70 %, the indemnity paid amounts to 70 % of its maximum amount);
  - No indemnity is paid if the Performance Index is below 30%.