



**In Bernin, on November 21, 2025**

## **INFORMATION ON THE DEPARTURE CONDITIONS OF PIERRE BARNABÉ, CHIEF EXECUTIVE OFFICER**

The information below concerning the departure conditions of Pierre Barnabé, Chief Executive Officer resigning with effect as from March 31, 2026, was approved by the Board of Directors on November 19, 2025, upon recommendation of the Compensation, Nominations and Board Governance Committee, in accordance with the FY'26 Chief Executive Officer's compensation policy approved by 86.27% of the votes cast at the Annual Shareholders General Meeting of July 22, 2025 in its 14th resolution.

### **A. Fixed compensation**

As a reminder, in accordance with the FY'26 Chief Executive Officer's compensation policy, the Chief Executive Officer's fixed compensation for FY'26 amounts to €530,000. It will be calculated on a *pro rata basis* from April 1, 2025 to March 31, 2026, the end date of his term of office.

### **B. Short-term variable compensation**

As a reminder, in accordance with FY'26 Chief Executive Officer's compensation policy, the Chief Executive Officer's short-term variable compensation for FY'26 is subject to the achievement of financial and strategic performance criteria. The target value corresponds to 100% of his fixed annual compensation and it may represent between 0% and 165% of his fixed annual compensation depending on the achievement of the objectives set by the Board of Directors.

The Board of Directors has confirmed that the short-term variable compensation for FY'26 will be maintained to the benefit of Pierre Barnabé.

Pierre Barnabé's short-term variable compensation for FY'26 will be calculated on the basis of his fixed annual compensation from April 1, 2025 to March 31, 2026. The achievement rate for each of the performance criteria for the FY'26 short-term variable compensation will be measured by the Board of Directors in May 2026, following the closing of the FY'26 financial statements.

The effective payment of the short-term variable compensation to Pierre Barnabé will remain subject to the approval of the Annual General Meeting to be held in 2026 to approve the FY'26 financial statements.

### **C. Long-term variable compensation**

As a reminder, in accordance with the Chief Executive Officer's compensation policies for FY'24, FY'25 and FY'26 currently in force, Pierre Barnabé received three grants of free performance share, each subject to (i) a presence condition assessed in thirds on three successive performance achievement dates and (ii) performance conditions set out in the plans and assessed on the vesting date of each plan. These grants are as follows:

	<b>Onyx 2026 Plan</b>	<b>Onyx 2027 Plan</b>	<b>Onyx 2028 Plan</b>
<b>Date of Board of Directors' meeting</b>	07/25/2023	07/23/2024	07/22/2025
<b>Date of conditional allocation</b>	07/25/2023	07/23/2024	07/22/2025
<b>Total number of shares allocated</b>	86,745	139,073	315,963
<b>Total number of shares <u>initially</u> allocated to the CEO</b>	8,637	11,460	28,754
<b>Number of shares validated for the benefit of the CEO on a <i>pro rata</i> basis based on his presence until March 31, 2026, the end date of his term of office<sup>1</sup></b>	5,758	3,820	0
<b>Vesting date, <u>definitive</u> acquisition of shares<sup>2</sup></b>	08/01/2026	08/01/2027	08/01/2028
<b>End of lock-up period<sup>3</sup></b>	08/01/2026	08/01/2027	08/01/2028
<b>Performance conditions</b>	Yes	Yes	Yes

The Board of Directors has noted that:

- Under the Onyx 2026 plan, with the presence condition assessed in thirds on July 1, 2024, July 1, 2025 and July 1, 2026, Pierre Barnabé will be entitled on August 1, 2026, the vesting date, to 5,758 performance shares (out of the 8,637 performance shares initially granted), subject to the achievement of the performance conditions set out in the plan.
- Under the Onyx 2027 plan, with the presence condition assessed in thirds on July 1, 2025, July 1, 2026 and July 1, 2027, Pierre Barnabé will be entitled on August 1, 2027, the vesting date, to 3,820 performance shares (out of the 11,460 performance shares initially granted), subject to the achievement of the performance conditions set out in the plan.
- Under the Onyx 2028 plan, as the presence condition is assessed in thirds on July 1, 2026, July 1, 2027 and July 1, 2028, Pierre Barnabé will lose all rights to the performance shares granted under this plan on March 31, 2026, the end date of his term of office.

It is also specified that as of March 31, 2026, the end date of his term of office, Pierre Barnabé will no longer be required to hold, in registered form, a number of shares acquired under each performance share plan, the value of which was set at 10% of his fixed annual compensation on the date of acquisition.

<sup>1</sup> The definitive acquisition by Pierre Barnabé of the number of shares validated under the presence condition on March 31, 2026, the end date of his term of office, remains subject to the achievement of the performance conditions set out in the plan.

<sup>2</sup> The shares will be delivered on the first business day after the vesting date.

<sup>3</sup> The rules governing free performance share allocations do not provide for any lock-up period. However, when allocating the performance shares, the Board of Directors decided that the Chief Executive Officer will be required to hold a certain number of vested shares in registered form for the duration of his term of office. The value of these shares has been set at 10% of the Chief Executive Officer's annual fixed compensation as at the vesting date.

#### **D. Commitments given by Soitec in relation to a termination or change of duties**

- Indemnity in lieu of notice.

As a reminder, the FY'26 Chief Executive Officer's compensation policy provides for the possibility of paying the Chief Executive Officer an indemnity in lieu of notice in the event that the Board of Directors waives all or part of the six-month notice period.

The Board of Directors has noted that the payment of indemnity in lieu of notice to Pierre Barnabé is not applicable. He resigned from his position as Chief Executive Officer on September 30, 2025 and his term of office will end after a six-month notice period, i.e. on March 31, 2026.

- Termination benefit indemnity.

As a reminder, the FY'26 Chief Executive Officer's compensation policy provides for the possibility of paying the Chief Executive Officer a termination benefit indemnity in the event of dismissal at the initiative of the Board of Directors.

The Board of Directors has noted that the payment of the termination benefit indemnity to Pierre Barnabé is not applicable as his departure is at his own initiative.

- Non-compete indemnity.

As a reminder, the FY'26 Chief Executive Officer's compensation policy provides for the possibility of paying the Chief Executive Officer, as consideration for a non-competition clause, an indemnity equal to 50% of his annual fixed compensation (gross) paid during the 12 months preceding the end of his term of office (excluding any bonus, benefit or additional compensation granted on top of his fixed compensation). This indemnity would be paid monthly over a period of 12 months (which may be extended by the Board of Directors for a further period of up to 12 months).

The Board of Directors has decided to apply the non-competition clause to Pierre Barnabé at the end of his term of office for an initial period of 12 months. Consequently, Pierre Barnabé will receive non-competition indemnity in the amount of €265,000 (i.e. 50% of his fixed compensation received during the 12 months preceding the end of his term of office (i.e. March 31, 2026)).

#### **E. Supplementary pension plans**

As a reminder, in accordance with the FY'26 Chief Executive Officer's compensation policy, the Chief Executive Officer benefits from a PERO mandatory retirement savings plan. Under this plan, entitlements accrue as and when contributions are paid, and remain accrued for plan members even if they resign or are dismissed.

The total basis of this supplementary pension plan and the PERO pension contributions paid by the Company on behalf of Pierre Barnabé for FY'26 will be calculated on a *pro rata basis* from April 1, 2025 to March 31, 2026, the end date of his term of office.

#### **F. Benefits in kind**

As a reminder, in accordance with the FY'26 Chief Executive Officer's compensation policy, the benefits in kind granted to the Chief Executive Officer include a company car, company accommodation near Soitec's registered office, and unemployment insurance taken out with GSC.

The Board of Directors has noted that Pierre Barnabé will lose its benefits in kind as of March 31, 2026, the end date of his term of office. The amount associated to benefits in kind accruing to Pierre Barnabé for FY'26 will be calculated on a *pro rata basis* from April 1, 2025 to March 31, 2026, the end date of his term of office.

\*\*\*