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Commissioned by:

TE Connectivity Ltd.

CHE-114.934.754

Mühlenstrasse 26

8200 Schaffhausen

Invitation to the ordinary general meeting TE Connectivity Ltd.

Organisation concerned:

TE Connectivity Ltd.

CHE-114.934.754

Mühlenstrasse 26

8200 Schaffhausen

General meeting details:

13.03.2024, 14:00 Uhr, The Park Hyatt Zurich, Beethoven-Strasse 21, 8002 Zurich, Switzerland

Invitation/Agenda:

Please find the invitation with the agenda items and the motions as well as further information regarding the Annual General Meeting of TE Connectivity Ltd. in the PDF attachment.

TE CONNECTIVITY LTD.

Schaffhausen

Invitation to Annual General Meeting of Shareholders

Time and Date: 2:00 p.m., Central European Time, on March 13, 2024

Place: The Park Hyatt Zurich, Beethoven-Strasse 21, 8002 Zurich, Switzerland

Agenda Items

Agenda item 1: ELECTION OF DIRECTORS

Motion Proposed by the Board of Directors

At the Annual General Meeting, upon the recommendation of the Nominating, Governance and Compliance Committee, the Board of Directors proposes eleven (11) nominees for individual election as directors to hold office until the annual general meeting of shareholders in 2025. All eleven (11) nominees are current directors of TE Connectivity Ltd. Current board member Thomas J. Lynch has decided to retire from the Board of Directors and not stand for reelection.

Explanation

The Company's Board Governance Principles require that the Board as a whole is constituted to be strong in its collective knowledge of and diversity of experience in accounting and finance, management and leadership, vision and strategy, business operations, business judgment, crisis management, risk assessment, industry knowledge, corporate governance and global markets. The Nominating, Governance and Compliance Committee designs searches for candidates to fill vacancies on the board and makes recommendations for director nominations to the board. When preparing to search for a new director, the committee takes into account the experience, qualifications, skills and expertise of the board's current members. The committee seeks candidates who have a history of achievement and leadership and are experienced in areas relevant to the Company's business such as international trade, finance, technology, manufacturing processes and marketing. The committee also considers independence, as defined by applicable law, stock exchange listing standards and the categorical standards listed in the Company's Board Governance Principles. To assist with determining the needs of the board, the Nominating, Governance and Compliance Committee developed and maintains a Diversity and Skills Matrix to assist in the consideration of the appropriate balance of experience, skills and attributes required of a director and to be represented on the Board of Directors as a whole. The Diversity and Skills Matrix is based

on the Company's strategic plan and is reviewed and updated by the Board on a regular basis. The Nominating, Governance and Compliance Committee evaluates candidates against the Diversity and Skills Matrix when determining whether to recommend candidates for initial election to the Board of Directors and when determining whether to recommend currently serving directors for re-election. In addition, our Board considers director tenure in connection with evaluating current directors for nomination for re-election. It is the general policy of the Board not to nominate directors who have reached the age of 72 for re-election, although the Board may determine to waive this policy in individual cases. The Board and the Company believe that all nominees possess qualities, business knowledge and personal attributes valuable to their service on the Board and that all have demonstrated commitment to ethical and moral values and personal and professional integrity. The Board of Directors has concluded that the experience, qualifications, skills and expertise of each director nominee qualifies each nominee to serve as a director of the Company.

Accordingly, the Board of Directors recommends a vote "for" the election of each of the following eleven (11) nominees for director:

Jean-Pierre Clamadieu
Terrence R. Curtin
Carol A. ("John") Davidson
Lynn A. Dugle
William A. Jeffrey
Syaru Shirley Lin
Heath A. Mitts
Abhijit Y. Talwalkar
Mark C. Trudeau
Dawn C. Willoughby
Laura H. Wright

Agenda item 2: ELECTION OF THE CHAIRMAN OF THE BOARD OF DIRECTORS

Motion Proposed by the Board of Directors

At the Annual General Meeting, upon the recommendation of the Nominating, Governance and Compliance Committee, the Board of Directors proposes Carol A. ("John") Davidson for election as Chairman of the Board to hold office until the annual general meeting of shareholders in 2025.

Explanation

Swiss regulations provide that shareholders must elect the chair of the Company's Board of Directors. Mr. Davidson is the current lead independent director of TE Connectivity Ltd. Mr. Davidson is a Certified Public Accountant with extensive leadership experience across multiple industries and brings a strong track record of building and leading global teams and

implementing governance and controls processes. From January 2013 to August 2018 he served on the Board of Governors of the Financial Industry Regulatory Authority (FINRA), an independent regulator of securities firms. In addition, until December 2015, he was a member of the Board of Trustees of the Financial Accounting Foundation which oversees financial accounting and reporting standards setting processes for the United States. Mr. Davidson's significant experience with complex accounting and financial issues combined with his knowledge of public reporting requirements and processes bring accounting and financial management insight to the Board. Mr. Davidson brings over ten years of public company directorship experience to the Board. In the event of a negative vote on this agenda item by shareholders, the Board of Directors will call an extraordinary general meeting of shareholders for re consideration of this agenda item by shareholders.

Accordingly, the Board of Directors recommends a vote "for" the election of Carol A. ("John") Davidson as Chairman of the Board of Directors.

Agenda item 3: ELECTION OF THE MEMBERS OF THE MANAGEMENT DEVELOPMENT AND COMPENSATION COMMITTEE

Motion Proposed by the Board of Directors

At the Annual General Meeting, upon the recommendation of the Nominating, Governance and Compliance Committee, the Board of Directors proposes the election of each of Abhijit Y. Talwalkar, Mark C. Trudeau and Dawn C. Willoughby individually as members of the Management Development and Compensation Committee to hold office until the annual general meeting of shareholders in 2025.

Explanation

Swiss regulations provide that shareholders must individually elect the members of the Management Development and Compensation Committee of the Company's Board of Directors. Each Nominee is a current director of TE Connectivity Ltd. and currently serves on the Management Development and Compensation Committee. In the event of a negative vote on this agenda item by shareholders, the Board of Directors will call an extraordinary general meeting of shareholders for reconsideration of this agenda item by shareholders.

Accordingly, the Board of Directors recommends a vote "for" the election of each of Abhijit Y. Talwalkar, Mark C. Trudeau and Dawn C. Willoughby to the Management Development and Compensation Committee.

Agenda item 4:

ELECTION OF THE INDEPENDENT PROXY

Motion Proposed by the Board of Directors

Our Board of Directors proposes that Proxy Voting Services GmbH, in Zurich, represented by attorney Gian Andri Töndury, be elected as the independent proxy at our 2025 annual general meeting of shareholders and also at any shareholder meeting that may be held prior to the 2025 annual general meeting.

Explanation

Under Swiss law, our shareholders must elect an independent proxy to serve as a voting proxy at our shareholder meetings for shareholders who wish to vote at the meeting by proxy. The main task of the independent proxy is to vote shares held by shareholders of record at the shareholder meeting if instructed to do so by the shareholder. The independent proxy will vote the shares as instructed by the shareholder. If the shareholder authorized the independent proxy to vote the shareholders' shares without giving instructions, the independent proxy will abstain from voting the shares.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 4.

Agenda item 5:

APPROVAL OF THE ANNUAL REPORT AND FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 29, 2023

Agenda Item No. 5.1: Approval of the 2023 Annual Report of TE Connectivity Ltd. (excluding the statutory financial statements for the fiscal year ended September 29, 2023, the consolidated financial statements for the fiscal year ended September 29, 2023 and the Swiss Statutory Compensation Report for the fiscal year ended September 29, 2023)

Motion Proposed by the Board of Directors:

Our Board of Directors proposes that the 2023 Annual Report of TE Connectivity Ltd. (excluding the statutory financial statements for the fiscal year ended September 29, 2023, the consolidated financial statements for the fiscal year ended September 29, 2023 and the Swiss Statutory Compensation Report for the fiscal year ended September 29, 2023) be approved.

Explanation

Our 2023 Annual Report includes the statutory financial statements of TE Connectivity Ltd. (which do not consolidate the results of operations for our subsidiaries) for the fiscal year ended September 29, 2023 and the TE Connectivity Ltd. consolidated financial statements for the fiscal year

ended September 29, 2023, and contains the reports of our Swiss registered auditor and our independent registered public accounting firm, as well as information on our business and organization. Copies of our 2023 Annual Report are available on the Internet at <http://www.te.com/TEAnnualMeeting>. Under Swiss law, certain portions of our annual report must be submitted to shareholders for approval or disapproval at each Annual General Meeting. This agenda item must be submitted to shareholders for approval or disapproval in addition to the statutory financial statements and the consolidated financial statements, which are presented separately for approval as Agenda Items No. 5.2 and No. 5.3, respectively. In the event of a negative vote on this agenda item by shareholders, the Board of Directors will call an extraordinary general meeting of shareholders for re consideration of this agenda item by shareholders.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 5.1.

Agenda Item No. 5.2: Approval of the statutory financial statements of TE Connectivity Ltd. for the fiscal year ended September 29, 2023

Motion Proposed by the Board of Directors

Our Board of Directors proposes that the statutory financial statements of TE Connectivity Ltd. for the fiscal year ended September 29, 2023 be approved.

Explanation

TE Connectivity Ltd.'s statutory financial statements for the fiscal year ended September 29, 2023 are contained in our 2023 Annual Report. Our 2023 Annual Report also contains the report of our Swiss registered auditor with respect to the statutory financial statements of TE Connectivity Ltd. Under Swiss law, our statutory financial statements must be submitted to shareholders for approval or disapproval at each annual general meeting. In the event of a negative vote on this agenda item by shareholders, the Board of Directors will call an extraordinary general meeting of shareholders for re consideration of this agenda item by shareholders. Deloitte AG, Zurich, Switzerland, as our Swiss registered auditor, has issued an unqualified recommendation to the Annual General Meeting that the statutory financial statements of TE Connectivity Ltd. for the fiscal year ended September 29, 2023 be approved. As our Swiss registered auditor, Deloitte AG has expressed its opinion that the statutory financial statements for the fiscal year ended September 29, 2023 comply with Swiss law and our articles of association and has reported on other legal requirements. Representatives of Deloitte AG will be available at the Annual General Meeting and will have an opportunity to make a statement if they wish.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 5.2.

Agenda Item No. 5.3: Approval of the consolidated financial statements of TE Connectivity Ltd. for the fiscal year ended September 29, 2023

Motion Proposed by the Board of Directors

Our Board of Directors proposes that the consolidated financial statements of TE Connectivity Ltd. for the fiscal year ended September 29, 2023 be approved.

Explanation

Our consolidated financial statements for the fiscal year ended September 29, 2023 are contained in our 2023 Annual Report. Our 2023 Annual Report also contains the report of our Swiss registered auditor with respect to the consolidated financial statements. Under Swiss law, our consolidated financial statements must be submitted to shareholders for approval or disapproval at each annual general meeting. In the event of a negative vote on this agenda item by shareholders, the Board of Directors will call an extraordinary general meeting of shareholders for re consideration of this agenda item by shareholders. Deloitte AG, Zurich, Switzerland, as our Swiss registered auditor, has issued an unqualified recommendation to the Annual General Meeting that the consolidated financial statements of TE Connectivity Ltd. for the fiscal year ended September 29, 2023 be approved. As our Swiss registered auditor, Deloitte AG has expressed its opinion that the consolidated financial statements present fairly, in all material respects, the financial position, the results of operations and the cash flows of TE Connectivity Ltd. in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) and comply with Swiss law and has reported on other legal requirements. Representatives of Deloitte AG will attend the Annual General Meeting and will have an opportunity to make a statement if they wish.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 5.3.

Agenda item 6:

RELEASE OF THE MEMBERS OF THE BOARD OF DIRECTORS AND EXECUTIVE OFFICERS FOR ACTIVITIES DURING THE FISCAL YEAR ENDED SEPTEMBER 29, 2023

Motion Proposed by the Board of Directors

Our Board of Directors proposes that shareholders release the members of the Board of Directors and executive officers of TE Connectivity Ltd. from liability for their activities during the fiscal year ended September 29, 2023.

Explanation

As is customary for Swiss corporations and in accordance with article 698, subsection 2, item 7 of the Swiss Code of Obligations ("Swiss Code"), shareholders are requested to release the members of the Board of Directors and the executive officers of TE Connectivity Ltd. from liability for their activities during the fiscal year ended September 29, 2023. This release from liability claims brought by TE Connectivity Ltd. or its shareholders against members of the Board of Directors and executive officers of TE Connectivity Ltd. for activities carried out during the fiscal year ended September 29, 2023 is only effective with respect to facts that have been disclosed to shareholders. This release binds shareholders who either voted in favor of the agenda item or who subsequently acquired shares with knowledge of the resolution. Registered shareholders that do not vote in favor of this agenda item are not bound by the result for a period ending twelve months after the vote.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 6.

Agenda item 7:

ELECTION OF AUDITORS

Agenda Item No. 7.1: Election of Deloitte & Touche LLP as our independent registered public accounting firm for the fiscal year ending September 27, 2024

Motion Proposed by the Board of Directors

Our Board of Directors proposes that our shareholders elect Deloitte & Touche LLP as our independent registered public accounting firm for the fiscal year ending September 27, 2024.

Explanation

The election of our independent registered public accounting firm is recommended by our Audit Committee to the Board of Directors for approval by our shareholders annually. The Audit Committee reviews both the audit scope and estimated fees for professional services for the coming year. The Audit Committee has recommended the ratification of the engagement of Deloitte & Touche LLP as our independent registered public accounting firm for the fiscal year ending September 27, 2024. Representatives of Deloitte & Touche LLP will be available at the Annual General Meeting and will have an opportunity to make a statement if they wish.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 7.1.

Agenda Item No. 7.2: Election of Deloitte AG, Zurich, Switzerland as our Swiss registered auditor until our next annual general meeting

Motion Proposed by the Board of Directors:

Our Board of Directors proposes that Deloitte AG, Zurich, Switzerland be elected as the Company's Swiss registered auditor until our next annual general meeting.

Explanation

Under Swiss law, our shareholders must elect an independent Swiss registered public accounting firm. The Swiss registered auditor's main task is to audit our consolidated financial statements and the statutory financial statements of TE Connectivity Ltd. Our Board of Directors has recommended that Deloitte AG, Zurich, Switzerland, be elected as our Swiss registered auditor for our consolidated financial statements and the statutory financial statements of TE Connectivity Ltd. Representatives of Deloitte AG will be available at the Annual General Meeting and will have an opportunity to make a statement if they wish.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 7.2.

Agenda Item No. 7.3: Election of PricewaterhouseCoopers AG, Zurich, Switzerland as special auditing firm until our next annual general meeting

Motion Proposed by the Board of Directors

Our Board of Directors proposes that PricewaterhouseCoopers AG, Zurich, Switzerland be elected as our special auditing firm until our next annual general meeting.

Explanation

Under Swiss law, special reports by an auditor are required in connection with certain corporate transactions, including certain types of increases and decreases in share capital.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 7.3.

Agenda item 8:

ADVISORY VOTE TO APPROVE NAMED EXECUTIVE OFFICER COMPENSATION

Motion Proposed by the Board of Directors

Our Board of Directors proposes that shareholders approve, on an advisory (non-binding) basis, the compensation of our named executive officers. We explain this compensation pursuant to the compensation disclosure rules

of the SEC in the Compensation Discussion and Analysis ("CD&A"), the Fiscal 2023 Summary Compensation table, and related tables and discussions in the proxy statement.

Explanation

This proposal gives shareholders the opportunity to cast a non-binding advisory vote to approve the compensation of our named executive officers. This vote often is referred to as "say on pay". TE Connectivity Ltd.'s executive compensation philosophy is designed to deliver competitive total compensation that will reward executives for achieving business unit and corporate performance objectives and will attract, motivate and retain leaders who will drive the creation of shareholder value. In order to implement that philosophy, the Management Development and Compensation Committee ("MDCC") has established a disciplined process for adopting executive compensation programs and individual executive officer pay packages. Among other things, the MDCC analyzes competitive market data, reviews each executive officer's role and performance assessment, and consults with an independent compensation consultant. Our executive compensation program has several features that were designed to ensure that compensation is consistent with TE Connectivity Ltd.'s executive compensation philosophy.

- For fiscal year 2023, the value of our named executive officer's annual long term incentive award is in the form of stock options and performance stock units to drive long term performance and alignment with shareholder interests.
- Awards of stock options have a four year vesting period, and awards of performance stock units have a three year cliff vesting period, to further emphasize long term performance and executive officer commitment.
- Our annual incentive plan incorporates four financial or operational performance metrics in order to properly balance risk with compensation incentives.
- The annual incentive program incorporates a cap on the maximum payout to further manage risk and reduce the possibility of excessive payments.
- Through our compensation risk assessment process, we have determined that our incentive compensation programs are not reasonably likely to create a material risk to the Company.
- Our Share Ownership and Retention Requirement Plan, together with the design of the long term incentive awards, drives long term executive stock ownership.

Our executive compensation philosophy emphasizes performance based pay. The Pay Mix chart in the CD&A demonstrates that in fiscal year 2023, performance based incentives constituted about 92% of total direct compensation for our CEO and 81% of total direct compensation for our other named executive officers. Similarly, since TE Connectivity Ltd. became a public company in 2007, pay levels have been relatively low in fiscal years

in which the Company has not met its target performance measures and relatively high in years in which Company performance has been strong. We encourage shareholders to read the CD&A, which discusses in greater detail how our compensation policies and procedures align with our executive compensation philosophy. The MDCC believes that our executive compensation programs and executive officer pay levels are consistent with our executive compensation philosophy, fully support the goals of that philosophy, and provide an appropriate balance between risk and incentives.

Text of the Shareholders Resolution

IT IS RESOLVED, that shareholders of TE Connectivity Ltd. approve, on an advisory basis, the compensation of the named executive officers of the Company, as disclosed in the proxy statement for the 2024 Annual General Meeting pursuant to the compensation disclosure rules of the Securities and Exchange Commission, including the Compensation Discussion and Analysis, the Fiscal 2023 Summary Compensation table, and the other related tables and discussions.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 8.

**Agenda item 9:
ADVISORY VOTE TO APPROVE THE SWISS STATUTORY COMPENSATION REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 29, 2023**

Motion Proposed by the Board of Directors

Our Board of Directors proposes that shareholders approve, on an advisory (non-binding) basis, the Swiss Statutory Compensation Report of TE Connectivity Ltd. for the fiscal year ended September 29, 2023.

Explanation

Under Swiss law, we are required to prepare a separate Swiss Statutory Compensation Report each year that contains specific items in a presentation format determined by these regulations. Under recently effective Swiss law, our Swiss Statutory Compensation Report now must be submitted to shareholders for approval or disapproval in an advisory vote. The Swiss Statutory Compensation Report sets forth, for the fiscal years ended September 29, 2023 and September 30, 2022, the compensation of the members of the Board of Directors and members of Executive Management. With regard to our compensation of Executive Management, we note that at our annual general meeting of shareholders held on March 15, 2023, shareholders approved the fiscal year 2024 maximum aggregate compensation amount for Executive Management in the aggregate amount of \$53.5 million with 98.7% of shareholders voting in favor of the proposal. Shareholders also approved at that meeting the fiscal year 2024 maximum aggregate compensation amount for the Board of Directors in the aggregate amount of \$4.1 million with 99.8% of shareholder voting in

favor of the proposal. Our 2023 Swiss Statutory Compensation Report appears in our Annual Report.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 9.

**Agenda item 10:
BINDING VOTE TO APPROVE FISCAL YEAR 2025 MAXIMUM AGGREGATE COMPENSATION AMOUNT FOR EXECUTIVE MANAGEMENT**

Motion Proposed by the Board of Directors:

Our Board of Directors proposes that shareholders approve \$61.2 million as the maximum aggregate compensation that can be paid, granted or promised to the members of Executive Management in fiscal year 2025.

Explanation

The proposal described in this Agenda Item No. 10 gives shareholders the opportunity to approve, in accordance with the Swiss Code, on a binding basis, the maximum aggregate amount of compensation that can be paid, granted or promised to the members of Executive Management for our fiscal year ending September 26, 2025 ("fiscal year 2025"). The members of Executive Management as of January 1, 2024 include the following senior executives: Terrence R. Curtin, John S. Jenkins, Jr., Shadrak W. Kroeger, Steven T. Merkt, Heath A. Mitts, Malavika Sagar and Aaron K. Stucki. The Swiss Code requires a binding shareholder vote for the aggregate compensation of the members of Executive Management listed above. At the 2023 annual general meeting, shareholders approved the maximum aggregate compensation amounts to be paid to Executive Management for fiscal 2024 with 98.7% of votes cast.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 10.

**Agenda item 11:
BINDING VOTE TO APPROVE FISCAL YEAR 2025 MAXIMUM AGGREGATE COMPENSATION AMOUNT FOR THE BOARD OF DIRECTORS**

Motion Proposed by the Board of Directors

Our Board of Directors proposes that shareholders approve \$3.8 million as the maximum aggregate compensation that can be paid to the Board of Directors in fiscal year 2025.

Explanation

As required by the Swiss Code, the proposal described in this Agenda Item No. 11 gives shareholders the opportunity to approve, on a binding basis, the maximum aggregate amount of compensation that can be paid,

granted or promised to the members of the Board of Directors for our fiscal year ending September 26, 2025 ("fiscal year 2025"). For purposes of this proposal, the Board of Directors refers only to the outside directors.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 11.

**Agenda item 12:
CARRYFORWARD OF UNAPPROPRIATED ACCUMULATED EARNINGS AT SEPTEMBER 29, 2023**

Motion Proposed by the Board of Directors:

Our Board of Directors proposes that shareholders approve that our unappropriated accumulated earnings of CHF 667 million at September 29, 2023 be carried forward in available earnings.

Explanation

Under Swiss law, the appropriation of available earnings as set forth in our Swiss statutory financial statements must be submitted to shareholders for approval at each annual general meeting. At September 29, 2023, our balance sheet in our Swiss statutory financial statements reflected unappropriated accumulated earnings of CHF 667 million.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 12.

**Agenda item 13:
DECLARATION OF DIVIDEND**

Motion Proposed by the Board of Directors

Our Board of Directors proposes (based on resolutions adopted on December 12, 2023) that shareholders resolve to make a dividend payment in the amount of \$2.60 per issued share out of reserves from capital contributions in our Swiss statutory accounts on the dates designated below in four equal quarterly installments of \$0.65 each to shareholders of record on the dates designated below, starting with the third fiscal quarter of 2024 and ending in the second fiscal quarter of 2025.

Explanation

The Board of Directors proposes that the company pay an ordinary cash dividend in the amount of \$2.60 per share out of reserves from capital contributions in our Swiss statutory accounts. Subject to the cap described below, payment of the dividend will be made in four equal quarterly installments of \$0.65, with the first installment to be paid on June 7, 2024 to shareholders of record at the close of business on May 24, 2024, the second installment to be paid on September 6, 2024 to shareholders of record

at the close of business on August 23, 2024, the third installment to be paid on December 6, 2024 to shareholders of record at the close of business on November 22, 2024, and the fourth installment to be paid on March 7, 2025 to shareholders of record at the close of business on February 21, 2025. Dividend payments will be made with respect to our outstanding share capital on the record date for the applicable dividend payment. The reduction to our reserves from capital contributions in our Swiss statutory accounts, which is required to be made in Swiss francs, will be determined based on the aggregate amount of the dividend and will be calculated based on the USD/CHF exchange rate in effect on the date of the Annual General Meeting as published on the website of the Swiss National Bank. If the proposal is approved, the U.S. dollar amount of the dividend will be capped at an amount such that the aggregate reduction to our reserves from capital contributions will not exceed CHF 1,800,000,000 (or approximately \$56.84 per share based on the USD/CHF exchange rate of CHF 0. 0.8495 per US \$1.00 in effect on January 4, 2024). To the extent that a dividend payment would exceed the cap, the U.S. dollar per share amount of the current or future dividends will be reduced on a pro rata basis so that the aggregate amount of all dividends paid does not exceed the cap. If the cap were reached, no further installment payments could then be made. In addition, the aggregate reduction in reserves from capital contributions will be increased for any shares issued, and decreased for any shares acquired, after the Annual General Meeting and before the record date for the applicable dividend installment payment. Our statutory auditor, Deloitte AG, must confirm that the dividend proposal conforms with the requirements of the Swiss Code and our articles of association. The auditor's report will be available at the meeting.

Text of the Shareholders Resolution

IT IS RESOLVED, that a dividend of \$2.60 per share payable from reserves from capital contributions shall be distributed to the shareholders out of the reserves of TE Connectivity Ltd., to be paid to the shareholders in four equal quarterly installments of \$0.65, (1) on June 7, 2024 to the shareholders of record on May 24, 2024, (2) on September 6, 2024 to the shareholders of record on August 23, 2024, (3) on December 6, 2024 to the shareholders of record on November 22, 2024, and (4) on March 7, 2025 to the shareholders of record on February 21, 2025; the U.S. dollar amount of the dividend will be capped at an amount such that the aggregate reduction to our reserves from capital contributions will not exceed CHF 1,800,000,000, so that to the extent that a dividend payment would exceed the cap, the U.S. dollar per share amount of the current or future dividends will be reduced on a pro rata basis so that the aggregate amount of all dividends paid does not exceed the cap.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 13.

**Agenda item 14:
RENEWAL OF CAPITAL BAND**

Motion Proposed by the Board of Directors

Our Board of Directors proposes that its authority to increase the ordinary share capital registered in the commercial register to a maximum of 120% and/or reduce it to a minimum of 80% of the existing share capital of the Company (the "Capital Band") be reapproved effective as of the publication in the SHAB for an additional period ending one year after the date of the annual general meeting (March 13, 2025, assuming no postponement or adjournment of the annual general meeting), by the shareholders' approval of an amendment to article 5 of the articles of association. The proposed amendment to article 5 of our articles of association is set forth below under "Text of Shareholder Resolution".

Explanation

Until recently, Swiss law provided for the option to create authorized share capital that could be issued by the board of directors, but this authorization was limited to authorized share capital up to 50% of the existing registered shares with the authorization valid for a maximum of two years. As part of the Swiss corporate law reform, as of January 1, 2023, the concept of authorized share capital was replaced by a capital band. Under a capital band, the articles of association may authorize the board of directors for a maximum period of five years to increase the ordinary share capital registered in the commercial register to a maximum of 150% and/or reduce it to a minimum of 50% of the share capital. The shareholders of the Company approved the Capital Band at the 2023 annual general meeting for a period of one year to increase the ordinary share capital registered in the commercial register to a maximum of 120% and/or reduce it to a minimum of 80% of the existing share capital of the Company. The Board of Directors believes it is advisable and in the best interests of the Company for the shareholders to amend the articles of association in order to renew the authorization of the Board of Directors for a maximum period of one year.

If this Agenda Item is approved, we would nevertheless seek shareholder approval for share issuances to the extent required under NYSE rules. Under current NYSE rules, shareholder approval is generally required, with certain enumerated exceptions, to issue common shares or securities convertible into or exercisable for common shares in one or a series of related transactions if such common shares represent 20% or more of the voting power or outstanding common shares of the company. NYSE rules also require shareholder approval for an issuance of shares that would result in a change of control of the company, as well as for share issuances in connection with certain benefit plans or related party transactions.

Text of the Shareholders Resolution

IT IS RESOLVED, that the meeting of shareholders approves the amendment of article 5 of the articles of association of TE Connectivity Ltd. effective as of the publication in the SHAB as follows:

Previous version

Art. 5

Capital Band

¹The Board of Directors is authorized any time until March 15, 2024 to increase and/or reduce the share capital once or several times within the upper limit of CHF 220,569,672.09, corresponding to 386,964,337 registered shares with a par value of CHF 0.57 each, and the lower limit of CHF 147,046,448.25, corresponding to 257,976,225 registered shares with a par value of CHF 0.57 each.

Art. 5

Kapitalband

¹Der Verwaltungsrat ist ermächtigt, bis zum 15. März 2024 jederzeit innerhalb der Obergrenze von CHF 220'569'672.09, entsprechend 386'964'337 Namenaktien von je CHF 0.57 Nennwert, und der Untergrenze von CHF 147'046'448.25, entsprechend 257'976'225 Namenaktien von je CHF 0.57 Nennwert, eine oder mehrere Erhöhungen und/oder Herabsetzungen des Aktienkapitals vorzunehmen.

Proposed new version

Art. 5

Capital Band

*¹The Board of Directors is authorized any time until March 13, 2025 to increase and/or reduce the share capital once or several times within the upper limit of CHF 220,569,672.09, corresponding to 386,964,337 registered shares with a par value of CHF 0.57 each, and the lower limit of CHF 147,046,448.25, corresponding to 257,976,225 registered shares with a par value of CHF 0.57 each
[Rest of art. 5 unchanged.]*

Art. 5

Kapitalband

*¹Der Verwaltungsrat ist ermächtigt, bis zum 13. März 2025 jederzeit innerhalb der Obergrenze von CHF 220'569'672.09, entsprechend 386'964'337 Namenaktien von je CHF 0.57 Nennwert, und der Untergrenze von CHF 147'046'448.25, entsprechend 257'976'225 Namenaktien von je CHF 0.57 Nennwert, eine oder mehrere Erhöhungen und/oder Herabsetzungen des Aktienkapitals vorzunehmen.
[Rest von Art. 5 unverändert.]*

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 14.

**Agenda item 15:
APPROVAL OF REDUCTION OF SHARE CAPITAL FOR SHARES ACQUIRED UNDER OUR SHARE REPURCHASE PROGRAM**

Motion Proposed by the Board of Directors

Our Board of Directors proposes that 5,895,500 shares purchased under our share repurchase program by TE Connectivity Ltd. during the period beginning October 1, 2022 and ending September 29, 2023 be cancelled and that, as a result, shareholders approve amendments to our articles of association to effect the share capital reduction by CHF 3,360,435.00 to CHF 180,447,625.17. The proposed amendments to article 4, paragraph 1,

article 5, paragraph 1 (subject to the shareholders' approval of the amendments to article 5 as set forth in Agenda Item No. 14 (Renewal of Capital Band)), and article 6, paragraph 1 of our articles of association are set forth below under "Text of Shareholder Resolution."

Explanation

The Board of Directors believes it is advisable and in the best interests of the company to cancel shares purchased by TE Connectivity Ltd. under our share repurchase program during fiscal 2023 and accordingly effect the reduction of the share capital of the company by approval of the proposed amendments to the articles of association. PricewaterhouseCoopers AG, Zürich, Switzerland, the company's special auditor, will deliver a report confirming that the receivables of the creditors of TE Connectivity Ltd. will be fully covered after giving effect to the share capital reduction in accordance with article 653m, paragraph 1 of the Swiss Code. If the report of the special auditor is already available at the Annual General Meeting, the Board of Directors will inform at the meeting about the result of the report. In order to accomplish a capital reduction by cancellation of shares, the Board of Directors has to inform the creditors with a publication in the Swiss Official Gazette of Commerce (SHAB) that they may demand security by registering their claims within 30 days of publication in the SHAB. The Board of Directors intends to publish the notice to the creditors prior to the Annual General Meeting.

If approved by shareholders and all further requirements for the capital reduction set forth in the Swiss Code are fulfilled, the Board of Directors will amend the articles of association to reflect the capital reduction. Depending on the timing of the publication of the notice to the creditors, we expect that the share capital reduction will be accomplished during the course of March 2024.

Text of the Shareholders Resolution

- IT IS RESOLVED, that, in accordance with article 653n of the Swiss Code:
- the registered share capital of TE Connectivity Ltd. in the aggregate amount of Swiss francs ("CHF") 183,808,060.17 shall be reduced by the amount of CHF 3,360,435.00 to CHF 180,447,625.17 by cancelling 5,895,500 registered shares which will reduce the position "own shares held in treasury" in the shareholders' equity by the cost of the cancelled shares;
 - the articles of association of TE Connectivity Ltd. shall be adapted by the Board of Directors effective as of the publication in the SHAB as follows:

Previous version

Art. 4

Share Capital

¹ The Company's share capital is CHF 183,808,060.17. It is divided

Proposed new version

Art. 4

Share Capital

¹ The Company's share capital is CHF 180,447,625.17. It is divided

into 322,470,281 registered shares with a par value of CHF 0.57 each.

Art. 4

Aktienkapital

¹Das Aktienkapital der Gesellschaft beträgt CHF 183'808'060.17. Es ist eingeteilt in 322'470'281 Namenaktien mit einem Nennwert von CHF 0.57 je Aktie.

Art. 5

Capital Band*

¹ The Board of Directors is authorized any time until March 13, 2025 to increase and/or reduce the share capital once or several times within the upper limit of CHF 220,569,672.09, corresponding to 386,964,337 registered shares with a par value of CHF 0.57 each, and the lower limit of CHF 147,046,448.25, corresponding to 257,976,225 registered shares with a par value of CHF 0.57 each.

Art. 5

Kapitalband

¹Der Verwaltungsrat ist ermächtigt, bis zum 13. März 2025 jederzeit innerhalb der Obergrenze von CHF 220'569'672.09, entsprechend 386'964'337 Namenaktien von je CHF 0.57 Nennwert, und der Untergrenze von CHF 147'046'448.25, entsprechend 257'976'225 Namenaktien von je CHF 0.57 Nennwert, eine oder mehrere Erhöhungen und/oder Herabsetzungen des Aktienkapitals vorzunehmen.

Art. 6

Conditional Share Capital

¹The share capital of the Company shall be increased by an amount not exceeding CHF 91,904,029.80 through the issue of a maximum of 161,235,140 registered shares, payable in full, with a par value of CHF 0.57 each [rest of paragraph unchanged]

Art. 6

Bedingtes Aktienkapital

¹Das Aktienkapital der Gesellschaft wird im Maximalbetrag von

into 316,574,781 registered shares with a par value of CHF 0.57 each.

Art. 4

Aktienkapital

¹Das Aktienkapital der Gesellschaft beträgt CHF 180'447'625.17. Es ist eingeteilt in 316'574'781 Namenaktien mit einem Nennwert von CHF 0.57 je Aktie.

Art. 5

Capital Band*

¹The Board of Directors is authorized any time until March 13, 2025 to increase and/or reduce the share capital once or several times within the upper limit of CHF 216,537,150.09, corresponding to 379,889,737 registered shares with a par value of CHF 0.57 each, and the lower limit of CHF 144,358,100.25, corresponding to 253,259,825 registered shares with a par value of CHF 0.57 each. [Rest of art. 5 unchanged]

Art. 5

Kapitalband

¹Der Verwaltungsrat ist ermächtigt, bis zum 13. März 2025 jederzeit das innerhalb der Obergrenze von CHF 216'537'150.09, entsprechend 379'889'737 Namenaktien von je CHF 0.57 Nennwert, und der Untergrenze von CHF 144'358'100.25, entsprechend 253'259'825 Namenaktien von je CHF 0.57 Nennwert, eine oder mehrere Erhöhungen und/oder Herabsetzungen des Aktienkapitals vorzunehmen. [Rest von Art. 5 unverändert]

Art. 6

Conditional Share Capital

¹The share capital of the Company shall be increased by an amount not exceeding CHF 90,223,812.30 through the issue of a maximum of 158,287,390 registered shares, payable in full, with a par value of CHF 0.57 each [rest of paragraph unchanged]

Art. 6

Bedingtes Aktienkapital

¹Das Aktienkapital der Gesellschaft wird im Maximalbetrag von

CHF 91'904'029.80 durch Ausgabe von höchstens 161'235'140 vollständig zu liberierenden Namenaktien mit einem Nennwert von je CHF 0.57 erhöht [Rest des Absatzes unverändert]

CHF 90'223'812.30 durch Ausgabe von höchstens 158'287'390 vollständig zu liberierenden Namenaktien mit einem Nennwert von je CHF 0.57 erhöht [Rest des Absatzes unverändert]

*subject to shareholders' approval of amendments to Article 5 of our Articles of Association as set forth in Agenda Item No. 14 (Renewal of Capital Band)

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 15.

Agenda item 16:

AMENDMENTS TO ARTICLES OF ASSOCIATION RELATING TO SWISS CORPORATE LAW REFORM

Agenda Item No. 16.1: Amendments to Articles of Association relating to the General Meeting and Shareholders Matters

Motion Proposed by the Board of Directors

Our Board of Directors is asking shareholders to approve amendments to the articles of association as set out on Appendix A-1 in connection with the General Meeting and Shareholders Rights.

Article Amendment

Explanation

Authority of the General Meeting and Supermajority Voting (Article 10 paragraph 1 and Article 18 paragraph 1 and 6)

The proposed amendments provide the following additional authorities to the shareholders' meeting as required by the revised Swiss law:

- approval of the report on non-financial matters of the Company (note: this refers to a report on ESG that will be required pursuant to Swiss law);
- non-binding vote on the Swiss compensation report if variable compensation of the Board of Directors or Executive Management is voted on in advance (note: this is the Swiss specific requirement and not related to the United States Securities and Exchange Commission "Say on Pay" vote);
- approval of any repayment of the statutory capital reserve and/or an interim dividend and related interim financial statements; and
- approval of the delisting of the Company's shares.

	<p>Amendments also broaden the list of matters that require a two-thirds shareholder vote as mandated by the revised Swiss law, including: introducing conditional capital or a capital band; conversion of participation certificates into shares; the consolidation of shares; changing share capital currency; introducing a casting vote of the Chairman of the General Meeting; delisting the Company's shares; introducing an article on holding shareholder meetings abroad; introducing an arbitration clause in the articles of association; dissolving the Company; and other clarifying amendments.</p>
Meetings of Shareholders and Notice (Article 11 paragraphs 1, 2 and 3 and Article 13 paragraphs 2 and 3)	<p>Amendments relating to the conduct and notice of the general meeting provide for:</p> <ul style="list-style-type: none"> • clarification that ordinary or extraordinary meetings of shareholders may be held within or outside Switzerland; • reduction in the threshold for shareholders to call an extraordinary general meeting from 10% of share capital to 5% as required by the Corporate Law Reform; • the right under Swiss law for qualified record shareholder proponents to include a short explanation of their proposal in the general meeting invitation, subject to the explanation being, in the Company's reasonable discretion, clear, concise and not misleading; and • clarifying that the annual report, financial statements (including the audit reports thereon) and Swiss compensation report to shareholders may be made available to shareholders by posting them electronically (e.g., on the Company's website) rather than making them available for physical inspection at the Company's registered office.
Shareholders Voting Rights and Elections at Meetings of Shareholders (Article 16 paragraph 2 and Article 17 paragraphs 3 - 5)	<p>Amendments that provide for the following:</p> <ul style="list-style-type: none"> • Clarification relating to shareholders providing voting instructions via electronic means; and • Clarifications relating to the voting process at shareholder meetings.
<p>Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 16.1.</p>	
<p>Agenda Item No. 16.2: Amendments to Articles of Association relating to Hybrid and Virtual General Meetings of Shareholders</p>	
<p>Motion Proposed by the Board of Directors</p>	

Our Board of Directors is asking shareholders to approve amendments to the articles of association as set out on Appendix A-2 in connection with the electronic participation in general meetings of shareholders.

Article Amendment	Explanation
Meetings of Shareholders (Article 11 paragraphs 4 - 8)	<p>The proposed amendments relating to the conduct of the shareholders' meeting provide that these meetings may be held by electronic means in hybrid format or entirely virtually:</p> <ul style="list-style-type: none"> • On the one hand, shareholders that are not present at the physical location of the general meeting may exercise their rights electronically ("hybrid general meeting"). • On the other hand, a general meeting can be held without a physical location – i.e., exclusively by electronic means – ("virtual general meeting"). <p>The revised Swiss law sets forth specific rules for holding general meetings with electronic participation. The Board of Directors must ensure that (a) all participants are able to ask questions, submit motions, and participate in the discussion, (b) votes are transferred immediately at the general meeting, (c) the identity of the participating shareholders has been established, and (d) the result of the vote cannot be falsified or tampered with. This ensures that shareholders have the same rights regardless of how the general meeting is held (physical, hybrid, or virtual). In the case of a hybrid or virtual general meeting, shareholders will, as described above, have the same rights as in the case of a general meeting with the shareholders physically present and will, in particular, have the ability to ask live questions or propose counter motions.</p>

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 16.2.

Agenda Item No. 16.3: Amendments to Articles of Association relating to the Board of Directors, Compensation, and Mandates

Motion Proposed by the Board of Directors

Our Board of Directors is asking shareholders to approve amendments to the articles of association as set out on Appendix A-3 in connection with the specific powers of the Board of Directors, compensation, mandates and agreements.

Article Amendment	Explanation
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Board Duties (Article 23 paragraph 1)	The proposed amendments update the non-transferable and inalienable duties of the Board under Swiss law, which are expanded to include:
Permitted Additional Activities for Board and Executive Management (Article 26a paragraph 3)	<ul style="list-style-type: none"> • preparation of the report on non-financial matters (i.e., the ESG report) and other reports subject to mandatory approval by the Board under Swiss law; • filing a motion for debt-restructuring moratoria and information of the court in the event of over-indebtedness; and • implementation of changes in share capital to the extent they are within the powers of the Board. <p>The proposed amendments also update the provision restricting the number of additional mandates (i.e. organizational affiliations) outside of TE Connectivity Ltd. for members of the Board and the Executive Management. Under the revised Swiss law, only undertakings with an economic purpose (as determined under Swiss law) are within the scope of the restriction of additional mandates. Therefore, the restriction on serving on a specific number of non-profit organizations is eliminated. Mandate maximums for public and private companies, as well as any other organization that has an economic purpose, remain unchanged.</p>
Compensation of the Board of Directors and Executive Management (Article 25 paragraph 12)	<p>The proposed amendments relate to revised compensation requirements under the Corporate Law Reform by:</p> <ul style="list-style-type: none"> • eliminating the Board's ability to pay compensation above the maximum amount approved by shareholders to a current member of TE Connectivity Ltd.'s Executive Management promoted within the executive management function; the Board retains such ability only with respect to new members joining TE Connectivity Ltd.'s Executive Management; and • providing that compensated non-competition agreements with Executive Management shall not exceed the average annual compensation for the executive for the past three years in accordance with Swiss law.
Agreements with Executive Management and the Board of Directors (Article 26b paragraph 4)	

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 16.3.

**Agenda item 17:
AUTHORIZATION RELATING TO SHARE REPURCHASE PROGRAM**

Motion Proposed by the Board of Directors

Our Board of Directors proposes that the shareholders authorize TE Connectivity Ltd., according to its own discretion, to purchase under its share repurchase program shares of TE Connectivity Ltd. having an aggregate purchase price to the company of up to USD 1,500,000,000 for the purpose that the shares bought back under this authorization by TE Connectivity Ltd. may be held for cancellation and, if so held and cancelled, will not be subject to the 10% limitation for the aggregate par value of TE Connectivity Ltd. shares owned by the company and its subsidiaries under article 659 of the Swiss Code. The company intends to cancel and reduce share capital (amendment to the articles of association) with respect to any shares purchased by TE Connectivity Ltd. under this authorization through the fiscal quarter ending September 27, 2024. The company intends to execute such cancellation and share capital reduction by either approval by the Board of Directors under the company's capital band, if any, or by submitting for approval to shareholders at the 2025 annual general meeting of shareholders or at another meeting of shareholders (to the extent such shares are not previously cancelled). If any portion of the authorization remains outstanding after the above procedures, the company could follow the procedures in subsequent periods to cancel shares purchased by TE Connectivity Ltd. under the authorization.

Explanation

By obtaining shareholders' approval of the share repurchase program authorization described above, as permitted under Swiss law, the company and its subsidiaries may purchase shares of TE Connectivity Ltd. that could exceed the 10% limitation for shares owned by the company and its subsidiaries set forth in the Swiss Code. In December 2023, the Board of Directors approved an additional USD 1,500,000,000 authorization under the company's share repurchase program which may be used by the company to repurchase shares up to the authorized amount in future periods. Shares bought back by any subsidiary of the company under the Board's authorization would not be submitted to shareholders for cancellation, although such shares, when aggregated with shares bought back by TE Connectivity Ltd., would not exceed the aggregate authorization approved by our Board of Directors. The two-step procedure described above, with the shareholders voting on the share repurchase program authorization at this Annual General Meeting, and deciding on the definitive cancellation of shares at a subsequent general meeting or the Board of Directors cancelling such shares under the capital band, has the advantage that, by obtaining shareholders' approval for the future cancellation of a maximum number of shares, as permitted under Swiss law, these shares may no longer fall within the statutory limit of the Swiss Code. This procedure thereby provides the company with greater flexibility for the company's capital management and return of value to shareholders.

Text of the Shareholders Resolution

IT IS RESOLVED, that: (1) the meeting of shareholders authorizes TE Connectivity Ltd. to purchase under its share repurchase program shares of TE

Connectivity Ltd. having an aggregate purchase price to the company of up to USD 1,500,000,000 for the purpose that the shares bought back by TE Connectivity Ltd. under this authorization may be held for cancellation and, if so held and cancelled, will not be subject to the 10% limitation for the aggregate par value of TE Connectivity Ltd. shares owned by the company and its subsidiaries under article 659 of the Swiss Code of Obligations, (2) the legal reserves for treasury shares (if and to the extent required under the applicable law) may be created by reclassifying unappropriated accumulated earnings, and (3) the amendment of the articles of association of TE Connectivity Ltd. (reduction of share capital in respect of the actual number of shares so held for cancellation) shall be either approved by the Board of Directors under the company's capital band or submitted for approval to the annual general meeting of shareholders held in 2025 and, if necessary, the annual general meeting of shareholders held in future years, provided that the submission of repurchased shares for cancellation may be made at any extraordinary general meeting of shareholders held from time to time.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 17.

Agenda item 18:

APPROVAL OF THE TE CONNECTIVITY LTD. 2024 STOCK AND INCENTIVE PLAN

Motion Proposed by the Board of Directors

Our Board of Directors is requesting that shareholders approve the TE Connectivity Ltd. 2024 Stock and Incentive Plan (the "Plan"). On December 12, 2023, the Board of Directors, upon the recommendation of the Management Development and Compensation Committee, adopted the Plan as set out in Appendix B, subject to shareholder approval at the 2024 Annual General Meeting of Shareholders. In addition, approval of the Plan is intended to constitute approval of the material terms of the performance goals under the Plan for the purposes of Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code") as in effect prior to its amendment by the Tax Cuts and Jobs Act of 2017 ("Section 162(m)"), and awards granted in accordance with certain transitional rules thereunder.

Explanation

If approved by shareholders, the 2024 Stock and Incentive Plan will replace TE Connectivity Ltd.'s 2007 Stock and Incentive Plan (as amended and restated) as the source of awards granted after TE Connectivity Ltd.'s Annual General Meeting of Shareholders, and no further awards will be granted

under the 2007 Stock and Incentive Plan. The Board of Directors has determined that, given current annual grant practices and the current market value of the company's shares, the company needs to seek shareholder approval of the Plan and to increase the authorized number of shares available under TE Connectivity Ltd.'s equity plan at this Annual General Meeting. The Board of Directors expects that the proposed number of authorized shares will be sufficient to permit awards to be made under the Plan in the next five or more years in light of TE Connectivity Ltd.'s current share utilization rate, forfeiture rates, stock performance and the remaining shares available from the prior authorizations. In other words, if the request for additional shares is approved, the Board of Directors expects to have enough shares to make competitive equity awards for at least the next five fiscal years.

Accordingly, the Board of Directors recommends a vote "for" approval of agenda item 18.

Organizational Matters and Additional Information

Persons Who Will Receive Proxy Materials: Under rules of the Securities and Exchange Commission ("SEC"), TE Connectivity Ltd. has elected to provide access to the proxy materials of TE Connectivity Ltd. over the Internet. Accordingly, TE Connectivity Ltd. is sending a Notice of Internet Availability of Proxy Materials, or the Notice, to the shareholders registered in the share register of TE Connectivity Ltd. as of the close of business (Eastern Standard Time) on **January 4, 2024**. All shareholders will have the ability to access the proxy materials on the website referred to in the Notice or to request to receive a printed set of the proxy materials. Instructions on how to access the proxy materials over the Internet or to request a printed copy may be found in the Notice. The Notice also instructs you on how you may submit your proxy over the Internet or via mail. You will not receive a printed copy of the proxy materials unless you request one in the manner set forth in the Notice or as otherwise described in the next paragraph. This permits TE Connectivity Ltd. to conserve natural resources and reduce printing costs, while giving shareholders a convenient and efficient way to access the proxy materials and vote their shares.

A copy of the proxy materials, including a proxy card, also will be sent to any additional shareholders who are registered in the share register of TE Connectivity Ltd. as shareholders with voting rights, or who become beneficial owners through a nominee registered in the share register of TE Connectivity Ltd. as a shareholder with voting rights, as of the close of business (Eastern Standard Time) on **February 22, 2024**.

TE Connectivity Ltd. has requested that banks, brokerage firms and other nominees who hold TE Connectivity Ltd. shares on behalf of the owners of the shares (such owners are often referred to, and TE Connectivity Ltd. refers to them as "beneficial owners", "beneficial shareholders" or "street name holders") as of the close of business (Eastern Standard Time) on **January 4, 2024** forward the Notice to those beneficial shareholders and forward the proxy materials, along with a voting instruction card, for any additional beneficial owners who acquire their shares after **January 4, 2024** and continue to hold them at the close of business (Eastern Standard Time) on **February 22, 2024**. TE Connectivity Ltd. has agreed to pay the reasonable expenses of the banks, brokerage firms and other nominees for forwarding these materials.

TE Connectivity Ltd.'s annual report and the compensation report (incl. the respective audit reports) are available for inspection at TE Connectivity Ltd.'s registered seat in Schaffhausen, Switzerland. Any shareholder may request that these reports be sent to it without delay and free of charge. In addition, please note that the proxy statement for the Annual General Meeting, other proxy material and the annual report to shareholders for

the fiscal year ended September 29, 2023 are available at <http://www.te.com/TEAnnualMeeting>.

Admission to Meeting and Persons Eligible to Vote: The Annual General Meeting is held as a physical meeting. Shareholders who are registered with voting rights in the share register of TE Connectivity Ltd. as of the close of business (Eastern Standard Time) on February 22, 2024 have the right to attend the Annual General Meeting and vote their shares, or may grant a proxy to vote on each of the agenda items in this invitation and any other matter properly presented at the meeting for consideration.

Shareholders who hold their shares in the name of a bank, broker or other nominee ("Beneficial Owners") should follow the instructions provided by their bank, broker or nominee. Beneficial Owners who have not obtained a proxy from their bank, broker or nominee are not entitled to vote in person at the Annual General Meeting.

Granting of Proxy: Shareholders of record with voting rights who do not wish to attend the Annual General Meeting have the right to appoint Proxy Voting Services GmbH, Grossmünsterplatz 1, 8001 Zurich, Switzerland, as independent proxy, pursuant to the Swiss Code, with full rights of substitution, by appointing the independent proxy and voting electronically or submitting a proxy card with your votes. The Swiss Code prohibits from acting as proxies company officers (*Organstimmrechtsvertretung*) and institutions subject to the Swiss Federal Law on Banks and Savings Banks as well as professional asset managers that hold proxies for holders of record concerning deposited shares (*Depotstimmrechtsvertretung*)

The proxies granted to the independent proxy must be received no later than 5:00 p.m., Central European Time on March 12, 2024. A shareholder of record who gives a proxy may revoke it at any time before it is exercised by giving notice in person of the revocation, or, subject to timing limitations, by delivering a revocation letter and subsequent proxy card to the independent proxy.

With regard to the items listed on the agenda, or if new agenda items (other than those on the agenda) or new proposals or motions regarding agenda items set out in this Invitation to the Annual General Meeting are being put forth at the meeting, the independent proxy will vote in accordance with the specific instructions of the shareholder, or if selected by the shareholder in granting the proxy as a general instruction, in accordance with the recommendation of the company's Board of Directors at the meeting, or abstain from voting if the shareholder did not provide instructions.

Cost of Solicitation: The cost of solicitation of proxies will be paid by TE Connectivity Ltd. TE Connectivity Ltd. has engaged D.F. King & Co., Inc. as the proxy solicitor for the Annual General Meeting for an approximate fee

of \$15,000. In addition, certain directors, officers or employees of TE Connectivity Ltd. may solicit proxies by telephone or personal contact. Upon request, TE Connectivity Ltd. will reimburse brokers, dealers, banks and trustees, or their nominees, for reasonable expenses incurred by them in forwarding proxy materials to beneficial owners of shares.

Registered and Principal Executive Offices: The registered and principal executive offices of TE Connectivity Ltd. are located at Mühlenstrasse 26, CH-8200 Schaffhausen, Switzerland. The telephone number is +41 (0)52 633 66 61.

January 17, 2024

On behalf of the Board of Directors

Thomas J. Lynch
Chairman

APPENDIX A-1 Articles of Association

Statuten der TE Connectivity Ltd. Art. 10 Befugnisse	Articles of Association of TE Connectivity Ltd. Art. 10 Authority
¹ Die Generalversammlung ist das oberste Organ der Gesellschaft. Sie hat die folgenden unübertragbaren Befugnisse:	¹ The General Meeting of Shareholders is the supreme corporate body of the Company. It has the following non-transferable powers:
(a) die Festsetzung und die Änderung der Statuten;	(a) the adoption and amendment of the Articles of Association;
(b) die Wahl und Abwahl der Mitglieder des Verwaltungsrates, des Präsidenten des Verwaltungsrates, der Mitglieder des Ausschusses für Vergütungsfragen (der "Vergütungsausschuss"), des unabhängigen Stimmrechtsvertreters und der externen Revisionsstelle;	(b) election and removal of the Directors, the Chairperson of the Board of Directors, the members of the committee responsible for compensation matters (the "Compensation Committee"), the independent proxy and the external audit firm;
(c) die Genehmigung des Lageberichts und der Konzernrechnung der Gesellschaft <u>sowie eines etwaigen Berichts über nicht-finanzielle Belange nach Art. 964c OR;</u>	(c) approval of the management report and the consolidated financial statements of the Company <u>as well as the report on non-financial matters pursuant to art. 964c CO;</u>
(d) die Genehmigung der Jahresrechnung und die Beschlussfassung über die Verwendung des Bilanzgewinns, insbesondere die Festsetzung der Dividende und der Gewinnbeteiligung der Geschäftsleitung;	(d) approval of the annual statutory financial statement as well as the resolution on the allocation of profit, in particular, the declaration of dividends and profit sharing by Directors;
(e) die Genehmigung der Vergütung des Verwaltungsrates und der Geschäftsleitung gemäss Art. 25 <u>und konsultative Abstimmung über den Vergütungsbericht gemäss Art. 735 Abs. 4 OR, sofern über variable Vergütungen prospektiv abgestimmt wurde;</u>	(e) approval of the compensation of the Board of Directors and the executive management pursuant to art. 25 <u>and non-binding vote on the compensation report pursuant to art. 735 para 4 CO insofar as variable compensation was voted on in advance;</u>
(f) die Entlastung der Mitglieder des Verwaltungsrates und der Geschäftsleitung;	(f) grant of discharge from liability of the Directors and the executive officers;

- (g) die Beschlussfassung über eine ~~Kapitalrückstellung~~ ~~mit~~ ~~teils~~ Kapitalrückstattung mittels Kapitalherabsetzung; ~~und~~
- (h) die Festsetzung der Zwischen-dividende und die Genehmigung des dafür erforderlichen Zwischenabschlusses;
- (i) die Beschlussfassung über die Rückzahlung der gesetzlichen Kapitalreserve;
- (j) die Dekotierung der Beteiligungspapiere der Gesellschaft; und
- (k) die Beschlussfassung über die Gegenstände, die der Generalversammlung durch das Gesetz oder die Statuten vorbehalten sind.

Art. 11

Ordentliche und ausserordentliche Generalversammlung

¹Die ordentliche Generalversammlung findet alljährlich innerhalb von sechs Monaten nach Abschluss des Geschäftsjahres statt. Sie wird durch den Verwaltungsrat oder durch die Revisionsstelle einberufen. ~~Der Verwaltungsrat bestimmt den Zeitpunkt und den Ort der Generalversammlung, die entweder innerhalb oder ausserhalb der Schweiz stattfindet.~~

²Ausserordentliche Generalversammlungen werden so oft als nötig vom Verwaltungsrat und nötigenfalls durch die Revisionsstelle sowie in den vom Gesetz vorgesehenen Fällen einberufen. Unter Bezugnahme auf den Zweck der Einberufung und die Verhandlungsgegenstände können ein oder mehrere Aktionäre, die über mindestens 10% 5% des im Handelsregister eingetragenen Aktienkapitals oder der Stimmen der Gesellschaft vertreten verfügen, vom Verwaltungsrat die Einberufung einer ausserordentlichen

- (g) resolutions about a return of capital by way of a share capital reduction; ~~and~~
- (h) resolution about the interim dividend and approval of the required interim financial statement relating to the dividend;
- (i) resolution on the repayment of the legal capital reserves;
- (j) delisting of the equity securities of the Company; and
- (k) adoption of resolutions on matters that are reserved to the General Meeting of Shareholders by law, these Articles of Association or, subject to art. 716a CO, that are submitted to the General Meeting of Shareholders by the Board of Directors.

Art. 11

Ordinary and Extraordinary General Meeting of Shareholders

¹An Ordinary General Meeting of Shareholders is to be held yearly within six months following the close of the business year. It is called by the Board of Directors or by the auditors. ~~The Board of Directors determines the time and location either within or outside Switzerland of the General Meeting of Shareholders.~~

²Extraordinary General Meetings of Shareholders shall be called as often as necessary by the Board of Directors or, if necessary, by the auditors as well as in all other cases required by law. Stating the purpose of the meeting and the agenda to be submitted, one or more shareholders representing at least 10% 5% of the share capital or the votes of the Company may request the Board of Directors in writing to call an Extraordinary General Meeting of Shareholders. The request shall contain

Generalversammlung per schriftlichem Antrag verlangen. Der schriftliche Antrag soll die Verhandlungsgegenstände, die gestellten Anträge, sowie die weiteren Angaben, welche gemäss anwendbaren Gesetzes- und Kotierungsvorschriften notwendig sind, enthalten.

³~~Der Verwaltungsrat bestimmt den Zeitpunkt und den Ort der Generalversammlung, die entweder innerhalb oder ausserhalb der Schweiz stattfindet.~~

Art. 13 Einberufung

²Zwischen dem Tag der Publikation und dem Tag der Durchführung der Generalversammlung dürfen nicht weniger als zwanzig Kalendertage liegen. Die Einberufung der Generalversammlung muss das Datum, die Uhrzeit, die Art und den Ort der Generalversammlung, die Traktanden, die Anträge des Verwaltungsrates mit kurzer Begründung, gegebenenfalls die und die Anträge derjenigen Aktionäre mit kurzer Begründung sowie der Name und die Adresse des unabhängigen Stimmrechtsvertreters angegeben, welche die Durchführung einer Generalversammlung oder die Traktandierung eines Verhandlungsgegenstandes nach den Bestimmungen von Art. 14 beantragt haben.

³Spätestens 20 Kalendertage vor der ordentlichen Generalversammlung sind der Geschäftsbericht, der Vergütungsbericht und die Berichte der Bericht der Revisionsstelle den Aktionären zugänglich zu machen. Sofern die Unterlagen nicht elektronisch zugänglich sind, ist jeder Aktionär berechtigt, zu verlangen, dass ihm diese rechtzeitig gebührenfrei zugestellt werden. zur Einsicht für die Aktionäre am Gesellschaftssitz aufzulegen. Jeder Aktionär ist berechtigt zu beantragen, dass ihm der Geschäftsbericht, der Vergütungsbericht und der Bericht der Revisionsstelle gebührenfrei und umgehend zugestellt werden. Die im Aktienbuch vermerkten Aktionäre

an agenda, the respective proposals as well as any other information required under the applicable laws and stock exchange rules.

³The Board of Directors determines the time and location either within or outside Switzerland of the General Meeting of Shareholders.

Art. 13 Notice

²Between the day of the publication and the day of the meeting there must be a time period of no less than 20 calendar days. The notice of the General Meeting of Shareholders must indicate the day, time, type and place of the meeting, the specific agenda items, the motions of the Board of Directors ~~and including a brief explanation, if applicable,~~ the motions of the shareholders, including a brief explanation, and the name and address of the Independent Proxy who have requested the General Meeting of Shareholders or that an item be included on the agenda in accordance with the regulation of art. 14.

³The annual report, the compensation report and the auditor's reports shall be made accessible to available for inspection by the shareholders at the registered office of the Company at least twenty calendar days prior to the date of the Ordinary General Meeting of Shareholders. If these documents are not electronically accessible, each ~~Each~~ Shareholder is entitled to request that they be timely delivered to it free of charge. prompt delivery of a copy of the annual report, the compensation report and the auditor's report free of charge. Shareholders registered in the share register

~~werden schriftlich über das Recht auf Zustellung dieser Dokumente benachrichtigt.~~

Art. 16 Recht auf Teilnahme, Stimmrecht

²Vorbehältlich den Bestimmungen in diesem Art. 16 berechtigt jede Aktie, die im Aktienbuch als Aktie mit Stimmrecht eingetragen ist, zu einer Stimme. Art. 693 Abs. 3 OR bleibt vorbehalten. Mittels Vollmacht kann jeder Aktionär seine Aktien in der Generalversammlung durch einen Dritten vertreten lassen, der selber nicht Aktionär sein muss oder durch den unabhängigen Stimmrechtsvertreter, wobei die Vollmacht und die Weisungen an den unabhängigen Stimmrechtsvertreter auch elektronisch, nach vom Verwaltungsrat von Zeit zu Zeit festzulegenden Vorschriften (welche auch nicht qualifizierte elektronische Signaturen vorsehen können), erteilt werden können. Wirtschaftliche Eigentümer von Aktien, die ihre Aktien durch einen Nominee halten, üben ihre Aktionärsrechte mittels Vertretung durch diesen Nominee aus.

Art. 17 Beschlüsse und Wahlen

³~~Die Abstimmungen und Wahlen erfolgen offen durch Handerheben, es sei denn, dass die Generalversammlung eine schriftliche Abstimmung oder Wahl beschliesst, oder der Vorsitzende dies anordnet. Der Vorsitzende kann Abstimmungen und Wahlen durch Handerheben, durch schriftliche Abstimmung sowie auch mittels elektronischem Verfahren durchführen lassen.~~ Elektronische Abstimmungen und Wahlen sind schriftlichen Abstimmungen und Wahlen gleichgestellt.

⁴~~Der Vorsitzende kann eine offene Wahl oder Abstimmung durch Handerheben immer durch eine~~

shall be notified of the availability of these documents in writing.

Art. 16 Right to Participation, Voting Rights

²Subject to the other provisions of this art. 16, each share recorded in the share register as a share with voting rights confers one vote on its holder. Art. 693 para. 3 CO remains reserved. By means of proxy, each shareholder may have his shares represented in a General Meeting of Shareholders by a third person who need not himself be a shareholder or by the independent proxy, provided, however, that the proxy and the instructions to the independent proxy also may be given by electronic means as in accordance with the rules determined by the Board of Directors from time to time (which may provide for the use of non-qualified electronic signatures). Beneficial Owners of shares who hold shares through a Nominee exercise shareholders' rights through the intermediation of such Nominee.

Art. 17 Resolutions and Elections

³~~Resolutions and elections shall be decided by a show of hands, unless a written ballot is resolved by the General Meeting of Shareholders or is ordered by the Chairperson of the General Meeting of Shareholders. The Chairperson may also hold resolutions and elections by show of hands, by written ballot or also by use of an electronic voting system. Electronic resolutions and elections shall be considered equal to resolutions and elections taken by way of a written ballot.~~

⁴~~The Chairperson (of the General Meeting of Shareholders) may at any time order that an election or resolution decided by a show of~~

~~schriftliche oder elektronische wiederholen lassen, sofern nach seiner Meinung Zweifel am Abstimmungsergebnis bestehen. In diesem Fall gilt die vorausgegangene offene Wahl oder Abstimmung durch Handerheben als nicht geschehen.~~

⁵⁴Aktionäre fassen ihre Beschlüsse und vollziehen ihre Wahlen anlässlich einer Generalversammlung und sind nicht befugt, anstelle von Generalversammlungen schriftliche Beschlüsse (Zirkulationsbeschlüsse) zu fassen.

Art. 18 Beschlussquoren

¹Ein Beschluss der Generalversammlung, der mindestens zwei Drittel der vertretenen Stimmen und die absolute Mehrheit der vertretenen Aktiennennwerte auf sich vereinigt, ist namentlich erforderlich für:

- (a) die Änderung des Gesellschaftszwecks;
- (b) die Einführung von Stimmrechtsaktien;
- (c) die Beschränkung der Übertragbarkeit von Namenaktien;
- (d) ~~eine bedingte oder genehmigte Kapitalerhöhung~~ die Einführung eines bedingten Kapitals oder die Einführung eines Kapitalbands;
- (e) eine Kapitalerhöhung aus Eigenkapital, gegen Sacheinlage oder durch Verrechnung mit einer Forderung zwecks Sachübernahme und die Gewährung von besonderen Vorteilen;
- (f) die Beschränkung oder Aufhebung des Bezugsrechts oder des Vorwegzeichnungsrechts;
- (g) die Verlegung des Sitzes der Gesellschaft;
- (h) die Auflösung der Gesellschaft; ~~und~~
- (i) die Transaktionen gemäss Fusionsgesetz soweit im Fusionsgesetz entsprechend vorgesehen;

~~hands be repeated by way of a written or electronic ballot if he considers the vote to be in doubt. The resolution or election previously held by a show of hands shall then be deemed to have not taken place.~~

⁵⁴Shareholders shall take resolutions and carry elections at General Meetings of Shareholders and do not have the power to consent in writing, without a meeting, to the taking of any action or the passing of any resolution.

Art. 18 Supermajority Voting

¹A resolution of the General Meeting of Shareholders passed by at least two thirds of the share votes represented and the ~~absolute~~ majority of the par value of the share votes represented is required in particular for:

- (a) the change of the Company's purpose;
- (b) the creation of shares with preferred voting rights;
- (c) the restriction of the registration of registered shares;
- (d) ~~an authorized or conditional increase of share capital~~ the introduction of conditional capital or the introduction of a capital band;
- (e) an increase of capital out of equity, against contributions in kind, or through offsetting a claim, and for the purpose of acquisition of assets, or the granting of special privileges;
- (f) the limitation or withdrawal of preemptive rights or advance subscription rights;
- (g) the change of the domicile of the Company;
- (h) the dissolution of the Company; ~~and~~
- (i) the transactions as enumerated in the Swiss Merger Act ("Fusionsgesetz") to the extent required by the Merger Act;

- (i) die Umwandlung von Partizipationsscheinen in Aktien;
- (k) die Zusammenlegung von Aktien, soweit dafür nicht die Zustimmung aller betroffenen Aktionäre erforderlich ist;

- (l) den Wechsel der Währung des Aktienkapitals;
- (m) die Einführung des Stichtscheids des Vorsitzenden in der Generalversammlung;

- (n) eine Statutenbestimmung zur Durchführung der Generalversammlung im Ausland;

- (o) die Dekotierung der Beteiligungspapiere der Gesellschaft; und
- (p) die Einführung einer statutarischen Schiedsklausel.

⁶Änderungen der Art. 17 Abs. 5 4, 18 Abs. 3, 18 Abs. 4, 18 Abs. 6 sowie Art. 34 können nur mit der Zustimmung von 80% aller Aktienstimmen beschlossen werden, die am relevanten Stichtag (Schliessung des Aktienbuches) stimmberechtigt sind.

- (i) the conversion of participation certificates into shares;
- (k) the consolidation of shares if there is no need for consent of all shareholders;

- (l) the change of the share capital's currency;
- (m) the introduction of a casting vote for the chairman at a General Meeting of Shareholders;
- (n) an article of the Articles of Association about the holding of a General Meeting of Shareholders abroad;

- (o) the delisting of equity securities in the Company; and
- (p) the introduction of an arbitration clause in the Articles of Association.

⁶Any alteration of art. 17 para. 5 4, 18 para. 3, 18 para. 4, 18 para. 6 and 34 requires the affirmative vote of 80% of the total votes of shares entitled to vote on the relevant record date.

APPENDIX A-2 Articles of Association

Art. 11 Ordentliche und ausserordentliche Generalversammlung

⁴Die Generalversammlung kann an verschiedenen Orten innerhalb oder ausserhalb der Schweiz gleichzeitig durchgeführt werden. Die Voten der Teilnehmer müssen in diesem Fall unmittelbar in Bild und Ton an sämtlichen Tagungsorte übertragen werden.

⁵Der Verwaltungsrat kann vorsehen, dass Aktionäre, die nicht am Tagungsort der Generalversammlung anwesend sind, ihre Rechte auf elektronischem Weg ausüben können (hybride Generalversammlung).

Art. 11 Ordinary and Extraordinary General Meeting of Shareholders

⁴The General Meeting of Shareholders may be held simultaneously at different locations within or outside Switzerland. In this case, the statements of the participants must be transmitted directly in picture and sound to all meeting locations.

⁵The Board of Directors may provide that the shareholders who are not present at the venue of the General Meeting of Shareholders may exercise their rights by electronic means (hybrid shareholders' meeting).

⁶Der Verwaltungsrat regelt die Verwendung elektronischer Mittel. Er stellt Folgendes sicher:

- (a) Die Feststellung der Identität der Teilnehmer;
- (b) Die unmittelbare Übertragung von Voten in der Generalversammlung;
- (c) Die Möglichkeit jedes Teilnehmers, Anträge zu stellen und sich an der Diskussion zu beteiligen;
- (d) Die Unverfälschbarkeit des Abstimmungsergebnisses.

⁷Treten während der Generalversammlung technische Probleme auf, sodass die Generalversammlung nicht ordnungsgemäss durchgeführt werden kann, so muss sie wiederholt werden. Beschlüsse, welche die Generalversammlung vor dem Auftreten der technischen Probleme gefasst hat, bleiben gültig.

⁸Die Generalversammlung kann auch mit elektronischen Mitteln ohne Tagungsort durchgeführt werden (virtuelle Generalversammlung).

APPENDIX A-3 Articles of Association

Art. 23 Befugnisse

¹Der Verwaltungsrat hat folgende unübertragbare und unentziehbare Befugnisse:

- (a) die Oberleitung der Gesellschaft und die Erteilung der nötigen Weisungen;
- (b) die Festlegung der Organisation;
- (c) die Ausgestaltung des Rechnungswesens, des internen Kontrollsystems (IKS), der Finanzkontrolle und der Finanzplanung sowie die Durchführung einer Risikoprüfung;
- (d) die Ernennung und Abberufung der mit der Geschäftsführung und der Vertretung be-

⁶The Board of Directors shall regulate the use of electronic means. It shall ensure the following:

- (a) Establishing the identity of the participants;
- (b) The direct transmission of statements at the shareholders' meeting;
- (c) The possibility for each participant to make proposals and take part in the discussion;
- (d) The integrity of the result of the vote.

⁷If technical problems occur during the General Meeting of Shareholders so that the General Meeting of Shareholders cannot be held properly, it must be repeated. Resolutions passed by the General Meeting of Shareholders before the occurrence of the technical problems remain valid.

⁸The General Meeting of the Shareholders may also be held by electronic means without a venue (virtual shareholders' meeting).

Art. 23 Specific Powers

¹The Board of Directors has the following non-transferable and irrevocable duties:

- (a) to ultimately direct the Company and issue the necessary directives;
- (b) to determine the overall organization;
- (c) to organize the accounting, the Internal Control System (ICS), the financial controls, and the financial planning as well as to perform a risk assessment;
- (d) to appoint and remove the persons entrusted with the management and representation of the Company and

trauten Personen sowie die Erteilung und Entziehung von Zeichnungsberechtigungen;

- (e) die Oberaufsicht über die Geschäftsführung, insbesondere im Hinblick auf die Befolgung der Gesetze, der Statuten, des Organisationsreglements, und anderer Reglemente und Weisungen;

- (f) die Erstellung des jährlichen Geschäftsberichts, des Vergütungsberichts, des Berichts über nicht-finanzielle Belange nach Art. 964a ff. OR und weiterer Berichte, welche zwingend vom Verwaltungsrat zu genehmigen sind, sowie die Vorbereitung der Generalversammlung und die Umsetzung deren Beschlüsse;

- (g) die Einreichung eines Gesuchs um Nachlassstundung und die Benachrichtigung des Richters/Gerichts im Fall der Überschuldung;

- (h) die Beschlussfassung über die nachträgliche Liberierung von nicht vollständig liberierten Aktien;

- (i) die Beschlussfassung über die Feststellung von Kapitalerhöhungen Kapitalveränderungen und die entsprechenden Statutenänderungen;

- (j) Untersuchungen im Zusammenhang mit der Einhaltung der gesetzlichen Vorschriften über die Ernennung, die Wahl und die Befähigung der Revisionsstelle; und

- (k) die Genehmigung von Verträgen mit Bezug auf Fusionen, Spaltungen, Umwandlungen und Vermögensübertragungen entsprechend den Vorschriften des Fusionsgesetzes.

to grant and revoke signatory power;

- (e) to ultimately supervise the persons entrusted with the management, in particular with respect to compliance with the law and with the Articles of Association, the Organizational Regulations, and other regulations and directives;

- (f) to prepare the annual report, the compensation report, the report on non-financial matters pursuant to art. 964a et seqq. CO and other reports that are subject to the mandatory approval by the Board of Directors, and the General Meeting of Shareholders and to implement the latter's resolutions where appropriate;

- (g) to submit a request for a debt-restructuring moratorium and to inform the judge/court in the event of over-indebtedness;

- (h) to pass resolutions regarding the subsequent payment of capital with respect to nonfully paid-in shares;

- (i) to pass resolutions confirming increases in changes to the share capital and regarding the amendments to the Articles of Association entailed thereby;

- (j) to examine compliance with the legal requirements regarding the appointment, election and the professional qualifications of the auditors; and

- (k) to approve the agreements relating to mergers, demergers, transformations and transfers of assets, to the extent required pursuant to the Swiss Merger Act.

Art. 25 Vergütung des Verwaltungsrates und der Geschäftsleitung

¹²Tritt eine Person neu in eine Geschäftsfunktionsfunktion ein ~~oder wird ein Geschäftsleitungsmitglied innerhalb der Geschäftsleitung während einer Vergütungsperiode befördert~~, für welche der Maximalgesamtbetrag der Vergütung bereits durch die Generalversammlung genehmigt wurde, und reicht der genehmigte Betrag nicht aus, um zusätzlich die Vergütung für eine solche Person zu entrichten, steht der Gesellschaft oder Unternehmen, welche direkt oder indirekt von der Gesellschaft kontrolliert werden, für solche Personen für die relevante Vergütungsperiode ein zusätzlicher Betrag zur Verfügung (inklusive und nicht ausschliesslich zwecks Ausgleichs einer Vergütungseinbusse oder anderer finanzieller Nachteile als Folge eines Arbeitgeberwechsels), der 40% des Maximalgesamtbetrags der Vergütung der Mitglieder der Geschäftsleitung, welcher durch die Generalversammlung genehmigt wurde, entspricht, wobei diese zusätzliche Vergütung der Generalversammlung nicht zur Genehmigung vorgelegt werden muss.

Art. 26a Mandate ausserhalb des Konzerns

³Die folgenden Mandate fallen nicht unter die Beschränkungen gemäss Abs. 1 und Abs. 2 dieses Art. 26a:

- (a) Mandate in Personen, welche die Gesellschaft kontrollieren, durch die Gesellschaft kontrolliert werden oder unter gemeinsamer Kontrolle mit der Gesellschaft stehen;
- (b) ohne Einschränkung von lit. a hiervor, Mandate, die auf Anordnung der Gesellschaft oder von Personen, welche die Gesellschaft kontrollieren, durch die Gesellschaft kontrolliert

Art. 25 Compensation of the Board of Directors and the Executive Management

¹²If a person newly assumes an executive management function ~~or a member of the executive management is promoted within the executive management~~ during a compensation period for which the maximum aggregate amount of compensation has already been approved by the General Meeting of Shareholders and the approved amount is not sufficient to also cover the compensation of such person, an additional amount of 40% of the maximum aggregate compensation of the members of the executive management that was approved by the General Meeting of Shareholders shall be available to the Company or companies directly or indirectly controlled by it to pay the additional compensation (including, without limitation, amounts paid for loss of compensation or other financial disadvantages caused by the change in employment) for all such persons with respect to the relevant compensation period, which additional compensation shall not be subject to approval by the General Meeting of Shareholders.

Art. 26a Mandates Outside the Group

³The following Mandates shall not be subject to the limitations set forth in para. 1 and para. 2 of this art. 26a:

- (a) Mandates in any Person which controls, is controlled by or is under common control with the Company;
- (b) without limitation to subpara. (a) above, Mandates held at the instructions of the Company or any Person which controls, is controlled

werden oder unter gemeinsamer Kontrolle mit der Gesellschaft stehen, wahrgenommen werden; wobei kein Mitglied des Verwaltungsrates oder der Geschäftsleitung mehr als zehn (10) solcher Mandate wahrnehmen kann; und

- (c) Mandate in Unternehmen, Vereinen und Verbänden, gemeinnützigen Organisationen, Not-For-Profit Organisationen, Stiftungen (einschliesslich Personalfürsorgestiftungen), Trusts und ähnliche Personen, sofern diese keinen wirtschaftlichen Zweck verfolgen; wobei kein Mitglied des Verwaltungsrates oder der Geschäftsleitung mehr als zehn (10) solcher Mandate wahrnehmen kann.

Art. 26b

Verträge betreffend Vergütung von Mitgliedern des Verwaltungsrats und der Geschäftsleitung

⁴Arbeitsverträge mit Mitgliedern der Geschäftsleitung können Vereinbarungen zu Konkurrenzverboten beinhalten, welche nach der Beendigung des Arbeitsvertrages ~~bis zu 18 Monate~~ fortauern können, wobei jede, für eine Konkurrenzverbotsverpflichtung entrichtete Entschädigung den gemäss Art. 735c Ziff. 2 OR festgelegten Maximalbetrag nicht überschreiten darf die totale jährliche Vergütung des entsprechenden Mitgliedes der Geschäftsleitung, welche es während dem letzten vollen Geschäftsjahr erhielt, in welchem es angestellt war, nicht überschreiten darf.

by or is under common control with the Company; provided, however, that no member of the Board of Directors or the executive management shall hold more than ten (10) such Mandates; and

- (c) Mandates in companies, associations, charitable organizations, not-for-profit organizations, foundations (including in relation to post-retirement benefits), trusts and similar Persons that do not have an economic purpose; provided, however, that no member of the Board of Directors or the executive management shall hold more than ten (10) such Mandates.

Art. 26b

Agreements Regarding Compensation of Directors and Members of the Executive Management

⁴Employment contracts entered into with members of the executive management may include non-compete agreements ~~covering a period of up to 18 months~~ following termination of the employment contract, provided, however, that any consideration paid for a non-compete undertaking may not exceed the maximum amount as set forth in art. 735c para. 2 CO shall not exceed the total annual compensation of the relevant member of the executive management during the last full fiscal year when the member was employed.

APPENDIX B

TE CONNECTIVITY LTD.

2024 STOCK AND INCENTIVE PLAN

ARTICLE I

PURPOSE

1.1 *Purpose.* The purposes of this TE Connectivity Ltd. 2024 Stock and Incentive Plan (the "Plan") are to promote the interests of TE Connectivity Ltd. (and any successor thereto) by (i) aiding in the recruitment and retention of Directors, Employees and Consultants, (ii) providing incentives to such Directors, Employees and Consultants by means of performance related Awards to achieve short-term and long-term performance goals, (iii) providing Directors, Employees and Consultants an opportunity to participate in the growth and financial success of the Company, and (iv) promoting the growth and success of the Company's business by aligning the financial interests of Directors, Employees and Consultants with that of the other shareholders of the Company. Toward these objectives, the Plan provides for the grant of Stock Options, Stock Appreciation Rights, Performance Bonuses, Long-Term Performance Awards and other Stock Based Awards. The Plan shall serve as the successor to the TE Connectivity Ltd. 2007 Stock and Incentive Plan (the "Prior Plan"), and no further awards shall be granted under the Prior Plan after the Effective Date. All awards outstanding under the Prior Plan as of the Effective Date shall remain outstanding in accordance with their terms.

1.2 *Effective Dates; Shareholder Approval.* The Plan is effective as of the date it is adopted by shareholders. The Board of Directors approved this Plan on December 12, 2023.

ARTICLE II

DEFINITIONS

For purposes of the Plan, the following terms have the following meanings, unless another definition is clearly indicated by particular usage and context, and except as otherwise provided in an Award Certificate:

"*Acquired Company*" means any business, corporation or other entity acquired by the Company or any Subsidiary.

"*Acquired Grantee*" means the grantee of a stock based award of an Acquired Company and may include a current or former director of an Acquired Company.

"*Applicable Laws*" means the requirements relating to the administration of equity-based awards, and the related Shares under Swiss corporate laws or other applicable corporate laws, U.S. federal and state and non-U.S. securities laws, the Code, the rules of any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any country or jurisdiction where Awards are, or will be, granted under the Plan.

"*Award*" means any form of incentive or performance award granted under the Plan, whether singly or in combination, to a Participant by the Committee pursuant to any terms and conditions that the Committee may establish and set forth in the applicable Award Certificate. Awards granted under the Plan may consist of:

- (a) "*Stock Options*" awarded pursuant to Section 4.3;
- (b) "*Stock Appreciation Rights*" awarded pursuant to Section 4.3;
- (c) "*Performance Bonuses*" awarded pursuant to Section 4.4;
- (d) "*Long-Term Performance Awards*" awarded pursuant to Section 4.5;
- (e) "*Other Stock Based Awards*" awarded pursuant to Section 4.6;
- (f) "*Director Awards*" awarded pursuant to Section 4.7; and
- (g) "*Substitute Awards*" awarded pursuant to Section 4.8.

"*Award Certificate*" means the document issued, either in writing or through an electronic medium, by the Committee or its designee to a Participant evidencing the grant of an Award.

"*Board*" means the Board of Directors of the Company.

"*Cause*" means misconduct that is willfully or wantonly harmful to the Company or any of its Subsidiaries, monetarily or otherwise, including, without limitation, conduct that violates the Company's Code of Ethical Conduct.

"*Change in Control*" means the first to occur of any of the following events:

- (a) any "person" (as defined in Section 13(d) and 14(d) of the Exchange Act, excluding for this purpose, (i) the Company or any Subsidiary or (ii) any employee benefit plan of the Company or any Subsidiary (or any person or entity organized, appointed or established by the Company for or pursuant to the terms of any such plan that acquires beneficial ownership of voting securities of the Company)), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly of securities of the Company representing more than 30 percent of the combined voting power of the Company's then outstanding securities; provided, however, that no Change in Control will be deemed to have occurred as a result of a change in ownership percentage resulting solely from an acquisition of securities by the Company; or

- (b) persons who, as of the Effective Date constitute the Board (the "Incumbent Directors") cease for any reason (including without limitation, as a result of a tender offer, proxy contest, merger or similar transaction) to constitute at least a majority thereof, provided that any person becoming a Director of the Company subsequent to the Effective Date shall be considered an Incumbent Director if such person's election or nomination for election was approved by a vote of at least 50 percent of the Incumbent Directors; but provided further, that any such person whose initial assumption of office is in connection with an actual or threatened proxy contest relating to the election of members of the Board or other actual or threatened solicitation of proxies or consents (including through the use of any proxy access procedures that are included in the Company's organizational documents) by or on behalf of a "person" (as defined in Section 13(d) and 14(d) of the Exchange Act) other than the Board, including by reason of agreement intended to avoid or settle any such actual or threatened contest or solicitation, shall not be considered an Incumbent Director; or
- (c) consummation of a reorganization, merger or consolidation or sale or other disposition of at least 80 percent of the assets of the Company (a "Business Combination"), in each case, unless, following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners of outstanding voting securities of the Company immediately prior to such Business Combination beneficially own directly or indirectly more than 50 percent of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of the company resulting from such Business Combination (including, without limitation, a company which, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more Subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the outstanding voting securities of the Company; or
- (d) consummation of a complete liquidation or dissolution of the Company;

provided, however, that if and to the extent that any provision of this Plan or an Award Certificate would cause a payment of deferred compensation that is subject to Code Section 409A(a)(2) to be made upon the occurrence of a "Change in Control," or would change the timing and/or form of any payment of deferred compensation that is subject to Code Section 409A(a)(2) upon a specified date or event occurring after a "Change in Control" or upon a "Change in Control Termination," then such payment shall not be made, or such change in timing or form of payment shall not occur, unless such "Change in Control" is also a "change in ownership or effective control" of the Company within the meaning of Code Section 409A(a)(2)(A)(v). For the avoidance of doubt, a transaction shall not constitute a Change in Control if it is effected for the purpose of changing the place of incorporation or form of organization of the ultimate parent entity (including where the Company is succeeded by an issuer incorporated under the laws of another state, country or foreign government for such purpose and whether or not the Company remains in existence following such transaction) where all or substantially all of the persons or group that beneficially own all or substantially all of the combined voting power of the Company's voting securities immediately prior to the transaction beneficially own all or substantially all of the combined voting power of the Company in substantially the same proportions of their ownership after the transaction.

"Change in Control Termination" means a Participant's involuntary termination of employment following a Change in Control under one of the following circumstances:

- (a) termination of the Participant's employment by the Company for any reason other than for Cause, Disability or death during the twelve (12) month period immediately following the Change in Control;
- (b) termination of the Participant's employment by the Participant after one of the following events that occurs during the twelve (12) month period immediately following the Change in Control:
 - (i) the Company, without the Participant's consent, (1) assigns or causes to be assigned to the Participant duties adversely inconsistent in any material respect with his or her position as in effect immediately prior to the Change in Control; (2) makes or causes to be made any material adverse change in the Participant's position, authority, duties or responsibilities; or (3) takes or causes to be taken any other action which, in the reasonable judgment of the Participant, would cause him or her to violate his or her ethical or professional obligations; or
 - (ii) the Company, without the Participant's consent, (1) requires the Participant to relocate to a principal place of employment more than fifty (50) miles from his or her existing place of employment, provided that the Participant is required to regularly work from such relocated principal place of employment; or (2) reduces the Participant's base salary, annual bonus, or retirement, welfare, stock incentive, perquisite (if any) and other benefits taken as a whole.

provided, however, that none of the events described in this sentence shall constitute a Change in Control Termination unless and until (w) the Participant first notifies the Company in writing describing in reasonable detail the condition which constitutes an event described in this clause (b) within ninety (90) days of its occurrence, (x) the Company fails to cure such condition within thirty (30) days after the Company's receipt of such written notice, (y) notwithstanding such efforts, the condition continues to exist, and (z) the Participant terminates employment within sixty (60) days after the end of such thirty (30)-day cure period.

"Code" means the United States Internal Revenue Code of 1986, as amended, together with the regulations and official guidance promulgated thereunder, including without limitation any such regulations or other guidance that may be issued after the Date of Grant of any Award.

"Committee" means the Management Development and Compensation Committee of the Board or any successor committee or subcommittee of the Board, which committee is comprised solely of two or more persons who are outside directors within the meaning of Section 162(m)(4)(C)(i) and nonemployee directors within the meaning of Rule 16b-3(b)(3) under the Exchange Act and which shall otherwise be constituted in the manner required by Applicable Law.

"Common Stock" means the common stock of the Company and such other securities or property as may become subject to Awards pursuant to an adjustment made under Section 5.3.

"Company" means TE Connectivity Ltd., a Swiss company, or any successor thereto.

"Consultant" means any consultant or adviser engaged to provide services to the Company or any Subsidiary who qualifies as a consultant or advisor under the applicable rules of the Securities and Exchange Commission for registration of shares on a Form S-8 Registration Statement.

"Date of Grant" means the date on which the granting of an Award is authorized, or such later date as may be specified in such authorization.

"Deferred Stock Unit" means a Unit granted under Section 4.6 to acquire Shares upon Termination of Directorship or Termination of Employment, subject to any restrictions that the Committee, in its discretion, may determine.

"Director" means a member of the Board, elected or appointed, who is not otherwise an Employee of the Company or a Subsidiary. An individual who is elected to the Board at an annual meeting of the shareholders of the Company will be deemed to be a member of the Board as of the date of the meeting.

"Director Shares" means the award of fully vested Shares to a Director under Section 4.7 as part of the Director's annual compensation, or under such circumstances as are deemed appropriate by the Board.

"*Disabled*" or "*Disability*" means the inability of the Director or Employee or Consultant to perform the material duties pertaining to such Director's directorship or such Employee's employment or such Consultant's engagement due to a physical or mental injury, infirmity or incapacity for 180 days (including weekends and holidays) in any 365-day period. The existence or nonexistence of a Disability shall be determined by an independent physician selected by the Company and reasonably acceptable to the Director or Employee or Consultant. Notwithstanding the above, if and to the extent that any provision of this Plan or an Award Certificate would cause a payment of deferred compensation that is subject to Code Section 409A(a)(2) to be made upon the occurrence of a "Disability" or upon a person becoming "Disabled," or would cause a change in the timing or form of payment of such deferred compensation upon the occurrence of a "Disability" or upon a person becoming "Disabled," then such payment shall not be made, or such change in timing or form of payment shall not occur, unless such "Disability" or condition of being "Disabled" satisfies the requirements of Code Section 409A(a)(2)(C).

"*Dividend Equivalent*" means an amount equal to the cash dividend or the Fair Market Value of the stock dividend that would be paid on each Share underlying an Award if the Share were duly issued and outstanding on the date on which the dividend is payable. Dividend Equivalents will not be awarded in connection with Stock Option or Stock Appreciation Rights Awards and in no event will Dividend Equivalents be payable or deliverable prior to the vesting date of the Award to which they relate.

"*Effective Date*" means the date this Plan is first approved by shareholders.

"*Employee*" means any individual who performs services as an officer or employee of the Company or a Subsidiary.

"*Exchange Act*" means the United States Securities Exchange Act of 1934, as amended.

"*Exercise Price*" means the price of a Share, as fixed by the Committee, which may be purchased under a Stock Option or with respect to which the amount of any payment pursuant to a Stock Appreciation Right is determined.

"*Fair Market Value*" of a Share means the closing sales price on the New York Stock Exchange (or, if not listed on such exchange, on any other principal securities exchange on which the Common Stock is listed) on the date as of which the determination of Fair Market Value is being made or, if no sale is reported for such day, on the next preceding day on which a sale of Shares was reported. Notwithstanding anything to the contrary herein, the Fair Market Value of a Share will in no event be determined to be less than par value.

"*Fair Market Value Stock Option*" means a Stock Option the Exercise Price of which is fixed by the Committee at a price equal to the Fair Market Value of a Share on the Date of Grant.

"*GAAP*" means United States generally accepted accounting principles.

"*Incentive Stock Option*" means a Stock Option granted under Section 4.3 that is intended to meet the requirements of Section 422 of the Code and is designated in the Award Certificate to be an Incentive Stock Option.

"*Key Employee*" means an Employee who is a "covered employee" within the meaning of Section 162(m)(3).

"*Key Performance Indicator*" means a Performance Measure identified at the business unit level (or other business level) to reflect growth, productivity or quality, as appropriate, for the business' key initiatives for the Performance Cycle.

"*Long-Term Performance Award*" means an Award granted under Section 4.5 that is paid solely on account of the attainment of a specified performance target in relation to one or more Performance Measures or other performance criteria selected in the discretion of the Committee.

"*Nonqualified Stock Option*" means any Stock Option granted under Section 4.3 of the Plan that is not an Incentive Stock Option.

"*Other Stock-Based Awards*" means Awards which consist of, or are denominated in, payable in, valued in whole or in part by reference to, or otherwise related to, Shares and are issued under Section 4.6.

"*Participant*" means a Director, Employee, Consultant or Acquired Grantee who has been granted an Award under the Plan.

"*Performance Bonus*" means an Award of cash or Shares granted under Section 4.4 that is paid solely on account of the attainment of a specified performance target in relation to one or more Performance Measures.

"*Performance Cycle*" means, with respect to any Award that vests based on Performance Measures, the period of time over which the level of performance will be assessed.

"*Performance Measure*" means, with respect to any Performance Bonus or Long-Term Performance Award, the business criteria selected by the Committee to measure the level of performance of the Company during the Performance Cycle. The Committee may select as the Performance Measure for a Performance Cycle for an Award made to a Key Employee that is intended to be a Qualified Performance-Based Award any one or combination of the following Company measures, as interpreted by the Committee, which measures (to the extent applicable) will be determined in accordance with GAAP and which measures may be defined on an absolute, relative, growth or other appropriate basis as is determined by the Committee and also may be determined at the corporate or business unit/segment level as deemed appropriate by the Committee:

- (a) Net operating profit after taxes;
- (b) Net operating profit after taxes, per Share;
- (c) Return on equity or invested capital;
- (d) Return on assets (including, without limitation, designated assets, net assets employed or net assets);
- (e) Total shareholder return;
- (f) Earnings (including, without limitation, pre-tax earnings, retained earnings, earnings before interest and taxes, and earnings before interest, taxes, depreciation and amortization);
- (g) Earnings per Share or book value per share;

- (h) Net income or operating income;
- (i) Cash flow (including without limitation, operating cash flow and free cash flow);
- (j) Free cash flow per Share or cash flow return on investment;
- (k) Revenue (or any component thereof);
- (l) Key Performance Indicator;
- (m) Return on sales, sales, sales per dollar of assets, sales per employee;
- (n) Economic value added;
- (o) Expenses or reductions in costs or debt; or
- (p) Achievements relating to asset management, environmental health and/or safety goals, regulatory achievements, recruiting or maintaining key personnel, customer growth, research and development activities, strategic sustainability metrics, mergers, acquisitions, dispositions or similar business transactions, business or operating goals such as market share, business development and/or customer objectives.

The Committee may specify that Performance Measures may include adjustments to include or exclude the effects of certain events, including any of the following events: the impairment of tangible or intangible assets; asset write-downs; litigation or claim judgments or settlements; acquisitions or divestitures; gains or losses on the sale of assets; severance, contract termination and other costs relating to certain business activities; gains or losses from the disposition of businesses or assets or from the early extinguishment of debt; foreign exchange gains and/or losses; changes in tax law, accounting principles, accounting estimates or other such laws or provisions affecting reported results; the effect of any statements issued by the Financial Accounting Standards Board or its committees; business combinations, reorganizations and/or restructuring programs, including, but not limited to, reductions in force and early retirement incentives; currency fluctuations; any unusual, infrequent or non-recurring items, including, but not limited to, such items described in management's discussion and analysis of financial condition and results of operations or the financial statements and/or notes thereto appearing in the Company's annual report for the applicable period; and expenses related to goodwill and other intangible assets, stock offerings, stock repurchases and loan loss provisions. In addition, if the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which it conducts its business, or other events or circumstances render the Performance Measures unsuitable, the Committee may in its discretion modify such Performance Measures or the related level or levels of achievement, in whole or in part, as the Committee deems appropriate and equitable, except in the case of a Qualified Performance-Based Award where such action would result in the loss of the otherwise available exemption of the award under Section 162(m).

"*Performance Unit*" means a Long-Term Performance Award denominated in dollar Units.

"*Plan*" means the TE Connectivity Ltd. 2024 Stock and Incentive Plan, as it may be amended from time to time.

"*Premium Priced Stock Option*" means a Stock Option the Exercise Price of which is fixed by the Committee at a price that exceeds the Fair Market Value of a Share on the Date of Grant.

"*Prior Plan*" means the TE Connectivity Ltd. 2007 Stock and Incentive Plan, as amended from time to time.

"*Qualified Performance-Based Compensation*" means any Performance Bonus, Long-Term Performance Award or Performance Units to a Key Employee that is intended to satisfy the requirements for "qualified performance-based compensation" under Section 162(m).

"*Reporting Person*" means a Director or an Employee who is subject to the reporting requirements of Section 16(a) of the Exchange Act.

"*Restricted Stock*" means Shares issued pursuant to Section 4.6 that are subject to any restrictions that the Committee, in its discretion, may impose.

"*Restricted Unit*" means a Unit granted under Section 4.6 to acquire Shares or an equivalent amount in cash, which Unit is subject to any restrictions that the Committee, in its discretion, may impose.

"*Retirement*" or "*Retired*" means Termination of Employment on or after a Participant has attained age 55 and has completed at least five years of service, provided that the sum of the Participant's age and years of service with the Company is 65 or higher, or such other definition as may be set forth in an applicable Award Certificate.

"*Retirement Notice*" means a written notice provided by a Participant to the Company of the Participant's Retirement at least six months (or one year in the case of a Band 0, Band 1 or Band 2 Employee) prior to the Participant's Termination of Employment as a result of Retirement.

"*Section 162(m)*" means Section 162(m) of the Code as in effect prior to its amendment by the Tax Cuts and Jobs Act, P.L. 115-97, and all references in the Plan to sections or subsections of Section 162(m) shall be construed accordingly.

"*Securities Act*" means the United States Securities Act of 1933, as amended.

"*Share*" means a share of Common Stock.

"*Stock Appreciation Right*" means a right granted under Section 4.3 to an amount in cash or Shares equal to any difference between the Fair Market Value of the Shares as of the date on which the right is exercised and the Exercise Price, where the amount of Shares attributable to each Stock Appreciation Right is set forth on the Date of Grant.

"*Stock Based Award*" means an Award granted under Section 4.6 and denominated in Shares.

"*Stock Option*" means a right granted under Section 4.3 to purchase from the Company a stated number of Shares at a specified price. Stock Options awarded under the Plan may be in the form of Incentive Stock Options or Nonqualified Stock Options.

"*Subsidiary*" means a subsidiary company (wherever incorporated or otherwise established) of the Company; provided, that in the case of any Award that provides deferred compensation subject to Code Section 409A, "Subsidiary" shall not include any subsidiary company as defined above unless such company is within a controlled group of

corporations with the Company as defined in Code Sections 1563(a)(1), (2) and (3) where the phrase "at least 50%" is substituted in each place "at least 80%" appears or is with the Company part of a group of trades or businesses under common control as defined in Code Section 414(c) and Treas. Reg. § 1.414(c)-2 where the phrase "at least 50%" is substituted in each place "at least 80%" appears, provided, however, that when the relevant determination is to be based upon legitimate business criteria (as described in Treas. Reg. § 1.409A-1(b)(5)(iii)(E) and § 1.409A-1(h)(3)), and subject to Applicable Law, the phrase "at least 20%" shall be substituted in each place "at least 50%" appears as described above with respect to both a controlled group of corporations and trades or business under common control.

"*Target Amount*" means the amount of Performance Units that will be paid if the Performance Measure is fully (100%) attained, as determined by the Committee.

"*Target Vesting Percentage*" means the percentage of performance based Restricted Units or Shares of Restricted Stock that will vest if the Performance Measure is fully (100%) attained, as determined by the Committee.

"*Termination of Consultancy*" means the date of cessation of a Consultant's service relationship with the Company or a Subsidiary for any reason, with or without Cause, as determined by the Company; provided, that if and to the extent that any provision of this Plan or an Award Certificate would cause a payment of deferred compensation that is subject to Code Section 409A(a)(2) to be made upon the occurrence of a Termination of Consultancy or would change the timing and/or form of any payment of deferred compensation that is subject to Code Section 409A(a)(2) upon a person's Termination of Consultancy, then such payment shall not be made or such change in timing and/or form of payment shall not occur, unless such Termination of Consultancy would be deemed a "separation from service" within the meaning of Code Section 409A(a)(2)(A)(i). For purposes of the Plan, a Termination of Consultancy will not be deemed to have occurred in the case of a Consultant who has terminated the service relationship with the Company or a Subsidiary but continues to provide services to the Company or a Subsidiary as an Employee or to the Company as a member of the Board in a non-executive board position. In such case, the Consultant's termination date for purposes of the vesting, exercise and other applicable provisions of the Plan shall mean the Termination of Employment, or as applicable, the Termination of Directorship, unless otherwise required by Section 409A of the Code.

"*Termination of Directorship*" means the date of cessation of a Director's membership on the Board for any reason, with or without Cause, as determined by the Company; provided, that if and to the extent that any provision of this Plan or an Award Certificate would cause a payment of deferred compensation that is subject to Code Section 409A(a)(2) to be made upon the occurrence of a Termination of Directorship or would change the timing and/or form of any payment of deferred compensation that is subject to Code Section 409A(a)(2) upon a person's Termination of Directorship, then such payment shall not be made, or such change in timing and/or form of payment shall not occur, unless such Termination of Directorship would be deemed a "separation from service" within the meaning of Code Section 409A(a)(2)(A)(i), and shall not include any services provided in the capacity of an employee or otherwise.

"*Termination of Employment*" means the date of cessation of an Employee's employment relationship with the Company or a Subsidiary for any reason, with or without Cause, as determined by the Company; provided, that if and to the extent that any provision of this Plan or an Award Certificate would cause a payment of deferred compensation that is subject to Code Section 409A(a)(2) to be made upon the occurrence of a Termination of Employment or would change the timing and/or form of any payment of deferred compensation that is subject to Code Section 409A(a)(2) upon a person's Termination of Employment, then such payment shall not be made or such change in timing and/or form of payment shall not occur, unless such Termination of Employment would be deemed a "separation from service" within the meaning of Code Section 409A(a)(2)(A)(i). For purposes of the Plan, a Termination of Employment will not be deemed to have occurred in the case of an Employee who has terminated the employment relationship with the Company or a Subsidiary but continues to provide services to the Company as a member of the Board in a non-executive board position or to the Company or a Subsidiary as a Consultant. In such case, the Employee's termination date for purposes of the vesting, exercise and other applicable provisions of the Plan shall mean the Termination of Directorship, or as applicable, the Termination of Consultancy, unless otherwise required by Section 409A of the Code.

"*Unit*" means, for purposes of Performance Units, the potential right to an Award equal to a specified amount denominated in such form as is deemed appropriate in the discretion of the Committee and, for purposes of Restricted Units or Deferred Stock Units, the potential right to acquire one Share.

ARTICLE III ADMINISTRATION

3.1 *Committee.* The Plan will be administered by the Committee.

3.2 *Authority of the Committee.* The Committee or, to the extent required by applicable law, the Board will have the authority, in its sole and absolute discretion and subject to the terms of the Plan, to:

- (a) Interpret and administer the Plan and any Award Certificate, instrument or agreement relating to the Plan;
- (b) Prescribe the rules and regulations that it deems necessary for the proper operation and administration of the Plan, and amend or rescind any existing rules or regulations relating to the Plan;
- (c) Select Employees or other recipients to receive Awards under the Plan;
- (d) Determine the form of an Award, the number of Shares subject to each Award, all the terms and conditions of an Award, including, without limitation, the conditions on exercise or vesting (subject to Section 7.7), the designation of Stock Options as Incentive Stock Options or Nonqualified Stock Options, and the circumstances in which an Award may be settled in cash or Shares or may be cancelled, forfeited or suspended, and the terms of the Award Certificate;
- (e) Determine whether Awards will be granted singly, in combination or in tandem;
- (f) Establish and interpret Performance Measures (or, as applicable, other performance criteria) in connection with Performance Bonuses and Long-Term Performance Awards, evaluate the level of performance over a Performance Cycle and certify the level of performance attained with respect to Performance Measures (or other performance criteria, as applicable);
- (g) Except as provided in Section 6.1, waive or amend any terms, conditions, restrictions, vesting requirements, or limitations on an Award, except that the prohibition on the repricing of Stock Options and Stock Appreciation Rights, as described in Section 4.3(g), may not be waived and further provided that any such waiver or amendment shall either comply with the requirements of Code Section 409A or preserve any exemption from the application of Code Section 409A;
- (h) Make any adjustments to the Plan (including but not limited to adjustment of the number of Shares available under the Plan or any Award) and any Award granted under the Plan as may be appropriate pursuant to Section 5.3;
- (i) Determine and set forth in the applicable Award Certificate the circumstances under which Awards may be deferred and the extent to which a deferral will be credited with Dividend Equivalents and interest thereon;

- (j) Establish any subplans and make any modifications to the Plan or to Awards made hereunder (including the establishment of terms and conditions not otherwise inconsistent with the terms of the Plan) that the Committee may determine to be necessary or advisable for grants made in countries outside the United States to comply with, or to achieve favorable tax treatment under, Applicable Laws;
- (k) Appoint such agents as it shall deem appropriate for proper administration of the Plan; and
- (l) Take any and all other actions it deems necessary or advisable for the proper operation or administration of the Plan.

3.3 Effect of Determinations. All determinations of the Committee (or any applicable delegates) will be final, binding and conclusive on all persons having an interest in the Plan.

3.4 Delegation of Authority. The Board or, if permitted under Applicable Laws, the Committee, in its discretion and consistent with Applicable Laws, may delegate to the Chief Executive Officer of the Company or any other officer or group of officers as it deems to be advisable, the authority to select Employees to receive an Award and to determine the number of Shares under any such Award, subject to any terms and conditions that the Board or the Committee, as appropriate, may establish. When the Board or the Committee delegates authority pursuant to the foregoing sentence, it will limit, in its discretion, the number of Shares or aggregate value that may be subject to Awards that the delegate may grant. Only the Committee will have authority to grant and administer Awards to Directors, Key Employees and other Reporting Persons or to delegates of the Committee, and to establish and certify Performance Measures. To the extent that authority has been delegated by the Board or Committee in accordance with this Section 3.4, references to the "Committee" herein shall include such delegate.

3.5 Retention of Advisors. The Committee may retain attorneys, consultants, accountants and other advisors, and the Committee, the Company and the officers and directors of the Company may rely upon the advice, opinions or valuations of the advisors retained.

3.6 No Liability. No member of the Committee or any person acting as a delegate of the Committee with respect to the Plan will be liable for any losses resulting from any action, interpretation or construction made in good faith with respect to the Plan or any Award granted under the Plan.

ARTICLE IV AWARDS

4.1 Eligibility. All Employees, Directors and Consultants are eligible to be designated to receive Awards granted under the Plan, except as otherwise provided in this Article IV.

4.2 Form of Awards. Awards will be in the form determined by the Committee, in its discretion, and will be evidenced by an Award Certificate. Awards may be granted singly or in combination or in tandem with other Awards.

4.3 Stock Options and Stock Appreciation Rights. The Committee may grant Stock Options and Stock Appreciation Rights under the Plan to those Employees or Consultants whom the Committee may from time to time select, in the amounts and pursuant to the other terms and conditions that the Committee, in its discretion, may determine and set forth in the Award Certificate, subject to the provisions below:

- (a) **Form.** Stock Options granted under the Plan will, at the discretion of the Committee and as set forth in the Award Certificate, be in the form of Incentive Stock Options, Nonqualified Stock Options or a combination of the two. If an Incentive Stock Option and a Nonqualified Stock Option are granted to the same Participant under the Plan at the same time, the form of each will be clearly identified, and they will be deemed to have been granted in separate grants. In no event will the exercise of one Award affect the right to exercise the other Award. Stock Appreciation Rights may be granted either alone or in connection with concurrently or previously granted Nonqualified Stock Options.
- (b) **Exercise Price.** The Committee will set the Exercise Price of Fair Market Value Stock Options or Stock Appreciation Rights granted under the Plan at a price that is not less than the Fair Market Value of a Share on the Date of Grant, subject to adjustment as provided in Section 5.3. The Committee will set the Exercise Price of Premium Priced Stock Options at a price that is higher than the Fair Market Value of a Share as of the Date of Grant, provided that such price is no higher than 150 percent of such Fair Market Value. The Exercise Price of Incentive Stock Options will be equal to or greater than 110 percent of the Fair Market Value of a Share as of the Date of Grant if the Participant receiving the Stock Options owns stock possessing more than 10 percent of the total combined voting power of all classes of stock of the Company or any subsidiary or parent corporation of the Company, as defined in Section 424 of the Code. The Exercise Price of a Stock Appreciation Right granted in tandem with a Stock Option will equal the Exercise Price of the related Stock Option. The Committee will set forth the Exercise Price of a Stock Option or Stock Appreciation Right in the Award Certificate. Stock Options granted under the Plan will, at the discretion of the Committee and as set forth in the Award Certificate, be Fair Market Value Stock Options, Premium Priced Stock Options or a combination of Fair Market Value Stock Options and Premium Priced Stock Options.
- (c) **Term and Timing of Exercise.** Each Stock Option or Stock Appreciation Right granted under the Plan will be exercisable in whole or in part, subject to the following conditions, unless determined otherwise by the Committee:
 - (i) The Committee will determine and set forth in the Award Certificate the date on which any Award of Stock Options or Stock Appreciation Rights to a Participant may first be exercised. Unless the applicable Award Certificate provides otherwise, a Stock Option or Stock Appreciation Right will become vested and exercisable in equal annual installments over a period of four years beginning immediately after the date on which the Stock Option or Stock Appreciation Right was granted. The right to exercise a Stock Option or Stock Appreciation Right will lapse no later than 10 years after the Date of Grant (or five years in the case of an Incentive Stock Option granted to an Employee who owns stock possessing more than 10 percent of the total combined voting power of all classes of stock of the Company or any subsidiary or parent corporation of the Company, as defined in Section 424 of the Code), except to the extent necessary to comply with Applicable Laws outside of the United States or to preserve the tax advantages of the Award outside the United States.
 - (ii) Unless the applicable Award Certificate provides otherwise, upon the death or Disability of a Participant who has outstanding Stock Options or Stock Appreciation Rights, the unvested Stock Options or Stock Appreciation Rights will become fully vested and will lapse, and will not thereafter be exercisable, upon the earlier of (A) their original expiration date or (B) the date that is three years after the date on which the Participant dies or incurs a Disability.
 - (iii) Unless the applicable Award Certificate provides otherwise, upon the Retirement of a Participant, provided that the Participant has provided Retirement Notice in the case of a voluntary Termination of Employment relating to Retirement, the Participant's Stock Options and Stock Appreciation Rights will continue to vest under the terms and conditions of the Stock Option and Stock Appreciation Right following the Termination of Employment to the same extent the Participant would have vested had the Participant not had a Termination of Employment, provided that the Participant continues to satisfy all other applicable conditions as may be established by the Committee on or prior to the date of the Termination of Employment with respect to such continued vesting. Unless the Award Certificate provides otherwise, such Participant's Stock Options and Stock Appreciation Rights will lapse, and will not thereafter be exercisable, upon the earlier of (A) their original expiration date or (B) five years after Termination of Employment.

- (iv) Upon the Termination of Employment of a Participant that does not meet the requirements of paragraphs (ii) or (iii) above, or as otherwise provided in Section 5.4 (Change in Control), any unvested Stock Options or Stock Appreciation Rights will be forfeited unless the Award Certificate provides otherwise. Any Stock Options or Stock Appreciation Rights that are vested as of such Termination of Employment will lapse, and will not thereafter be exercisable, upon the earlier of (A) their original expiration date or (B) the date that is ninety (90) days after the date of such Termination of Employment unless the Award Certificate provides otherwise.
 - (v) Stock Options and Stock Appreciation Rights of a deceased Participant may be exercised only by the estate of the Participant or by the person given authority to exercise the Stock Options or Stock Appreciation Rights by the Participant's will or by operation of law. If a Stock Option or Stock Appreciation Right is exercised by the executor or administrator of a deceased Participant, or by the person or persons to whom the Stock Option or Stock Appreciation Right has been transferred by the Participant's will or the applicable laws of descent and distribution, the Company will be under no obligation to deliver Shares or cash until the Company is satisfied that the person exercising the Stock Option or Stock Appreciation Right is the duly appointed executor or administrator of the deceased Participant or the person to whom the Stock Option or Stock Appreciation Right has been transferred by the Participant's will or by applicable laws of descent and distribution.
 - (vi) A Stock Appreciation Right granted in tandem with a Stock Option is subject to the same terms and conditions as the related Stock Option and will be exercisable only to the extent that the related Stock Option is exercisable.
- (d) *Payment of Exercise Price.* The Exercise Price of a Stock Option must be paid in full when the Stock Option is exercised. Stock certificates will be registered and delivered only upon receipt of payment. Payment of the Exercise Price may be made in cash or by certified check, bank draft, wire transfer, or postal or express money order, provided that the format is approved by the Company or a designated third party administrator. The Committee, in its discretion may also allow payment to be made by any of the following methods, as set forth in the Award Certificate:
- (i) Delivering a properly executed exercise notice to the Company or its agent, together with irrevocable instructions to a broker to deliver to the Company, within the typical settlement cycle for the sale of equity securities on the relevant trading market (or otherwise in accordance with the provisions of Regulation T issued by the Federal Reserve Board), the amount of sale proceeds with respect to the portion of the Shares to be acquired having a Fair Market Value on the date of exercise equal to the sum of the applicable portion of the Exercise Price being so paid;
 - (ii) Tendering (actually or by attestation) to the Company previously acquired, and that have a Fair Market Value on the day prior to the date of exercise equal to the applicable portion of the Exercise Price being so paid, provided that the Board has specifically approved the repurchase of such Shares (unless such approval is not required by the terms of the bye-laws of the Company) and the Committee has determined that, as of the date of repurchase, the Company is, and after the repurchase will continue to be, able to pay its liabilities as they become due; or
 - (iii) Provided such payment method has been expressly authorized by the Board or the Committee in advance and subject to any requirements of Applicable Laws, instructing the Company to reduce the number of Shares that would otherwise be issued by such number of Shares as have in the aggregate a Fair Market Value on the date of exercise equal to the applicable portion of the Exercise Price being so paid.
- (e) *Incentive Stock Options.* Incentive Stock Options granted under the Plan will be subject to the following additional conditions, limitations and restrictions:
- (i) *Eligibility.* Incentive Stock Options may be granted only to Employees of the Company or a Subsidiary that is a subsidiary or parent corporation of the Company, within the meaning of Section 424 of the Code.
 - (ii) *Timing of Grant.* No Incentive Stock Option will be granted under the Plan after December 12, 2033.
 - (iii) *Amount of Award.* Subject to Section 5.3, no more than 10 million Shares may be available for grant in the form of Incentive Stock Options. The aggregate Fair Market Value (as of the Date of Grant) of the Shares with respect to which the Incentive Stock Options awarded to any Employee first become exercisable during any calendar year may not exceed \$100,000 (U.S.). For purposes of this \$100,000 (U.S.) limit, the Employee's Incentive Stock Options under this Plan and all other plans maintained by the Company and its Subsidiaries will be aggregated. To the extent any Incentive Stock Option would exceed the \$100,000 (U.S.) limit, the Incentive Stock Option will afterwards be treated as a Nonqualified Stock Option for all purposes to the extent required by the Code.
 - (iv) *Timing of Exercise.* If the Committee exercises its discretion in the Award Certificate to permit an Incentive Stock Option to be exercised by a Participant more than three months after the Participant has ceased being an Employee (or more than 12 months if the Participant is permanently and totally disabled, within the meaning of Section 22(e) of the Code), the Incentive Stock Option will afterwards be treated as a Nonqualified Stock Option to the extent required by the Code. For purposes of this paragraph (iv), an Employee's employment relationship will be treated as continuing intact while the Employee is on military leave, sick leave or another approved leave of absence if the period of leave does not exceed 90 days, or a longer period to the extent that the Employee's right to reemployment with the Company or a Subsidiary is guaranteed by statute or by contract. If the period of leave exceeds 90 days and the Employee's right to reemployment is not guaranteed by statute or contract, the employment relationship will be deemed to have ceased on the 91st day of the leave.
 - (v) *Transfer Restrictions.* In no event will the Committee permit an Incentive Stock Option to be transferred by an Employee other than by will or the laws of descent and distribution, and any Incentive Stock Option awarded under this Plan will be exercisable only by the Employee during the Employee's lifetime.
- (f) *Exercise of Stock Appreciation Rights.* Upon exercise of a Participant's Stock Appreciation Rights, the Company will pay cash or Shares or a combination of cash and Shares, in the discretion of the Committee and as described in the Award Certificate. Cash payments will be equal to the excess of the Fair Market Value of a Share on the date of exercise over the Exercise Price, for each Share for which a Stock Appreciation Right was exercised. If Shares are paid for the Stock Appreciation Right, the Participant will receive a number of whole Shares equal to the quotient of the cash payment amount divided by the Fair Market Value of a Share on the date of exercise.
- (g) *No Repricing.* Except as otherwise provided in Section 5.3, in no event will the Committee (i) decrease the Exercise Price of a Stock Option or Stock Appreciation Right after the Date of Grant or (ii) at a time when the Exercise Price of a Stock Option or Stock Appreciation Right exceeds the Fair Market Value of the underlying Shares, cancel such Stock Option or Stock Appreciation Right in exchange for a cash payment or for a grant of replacement Stock Options or Stock Appreciation Rights with a lower Exercise Price than that of the replaced Stock Options or Stock Appreciation Rights or for other Awards, without first obtaining the approval of the holders of a majority of the Shares who are present in person or by proxy at a meeting of the Company's shareholders and entitled to vote.

4.4 *Performance Bonuses.* The Committee may grant Performance Bonuses under the Plan in the form of cash or Shares to the Reporting Persons and Key Employees that the Committee may from time to time select, in the amounts and pursuant to the terms and conditions that the Committee may determine and set forth in the Award Certificate, subject to the provisions below:

(a) *Performance Cycles.* Performance Bonuses will be awarded in connection with a 12-month (or such shorter or longer period as determined by the Committee) Performance Cycle, which will be, or will be determined with reference to, the fiscal year of the Company.

(b) *Eligible Participants.* The Committee will determine the Reporting Persons and Key Employees who will be eligible to receive a Performance Bonus that are Qualified Performance-Based Awards under the Plan within 90 days after the commencement of the relevant Performance Cycle (or such other date as may be required or permitted under applicable regulations under Section 162(m)).

(c) *Performance Measures; Targets; Award Criteria.*

(i) For Performance Bonuses that are Qualified Performance-Based Awards, within 90 days after the commencement of a Performance Cycle (or such other date as may be required or permitted under Section 162(m)), and while the attainment of the Performance Measures remains substantially uncertain, the Committee will fix and establish in writing (A) the Performance Measures that will apply to that Performance Cycle; (B) the Target Amount payable to each Participant; and (C) subject to subsection (d) below, the criteria for computing the amount that will be paid with respect to each level of attained performance. The Committee will also set forth the minimum level of performance, based on objective factors, during the Performance Cycle before any Performance Bonus will be paid and the percentage of the Target Amount that will become payable upon attainment of various levels of performance that equal or exceed the minimum required level.

(ii) The Committee may, in its discretion, select Performance Measures that measure the performance of the Company or one or more business units, divisions or Subsidiaries of the Company. The Committee may select Performance Measures that are absolute or relative to the performance of one or more comparable companies or an index of comparable companies.

(iii) The Committee, in its discretion, may, on a case-by-case basis, modify the amount payable to any Reporting Person or Key Employee with respect to any given Performance Cycle, provided, however, that with respect to Qualified Performance-Based Awards, the amount payable under any such Award may not be increased and no reduction will result in an increase in the amount payable under any Performance Bonus of another Key Employee.

(d) *Payment, Certification.* No Performance Bonus pursuant to a Qualified Performance-Based Award will vest until the Committee certifies in writing the level of performance attained for the Performance Cycle in relation to the applicable Performance Measures.

(e) *Form of Payment.* Performance Bonuses will be paid in cash or Shares. All such Performance Bonuses shall be paid no later than the 15th day of the third month following the end of the calendar year (or, if later, following the end of the Company's fiscal year) in which such Performance Bonuses are no longer subject to a substantial risk of forfeiture (as determined for purposes of Section 409A of the Code), except to the extent that a Participant has elected to defer payment under the terms of a duly authorized deferred compensation arrangement in which case the terms of such arrangement shall govern.

(f) *Section 162(m).* It is the intent of the Company that Performance Bonuses that are Qualified Performance-Based Awards satisfy the requirements for "performance based compensation" for purposes of Section 162(m), that this Section 4.4 be interpreted in a manner that permits such Awards to satisfy the applicable requirements of Section 162(m)(C), and that the Plan be operated so that the Company may take a full tax deduction for Performance Bonuses that are Qualified Performance-Based Awards. If any provision of this Plan or any Performance Bonus would otherwise frustrate or conflict with this intent, the provision will be interpreted and deemed amended so as to avoid this conflict.

(g) *Retirement, Death, Disability and Other Events.* Unless otherwise determined by the Committee, if a Participant would be entitled to a Performance Bonus but for the fact that the Participant's employment with the Company terminated prior to the end of the Performance Cycle as a result of the Participant's Retirement, death or Disability, or such other event as designated by the Committee, the Participant may, in the Committee's discretion, receive a Performance Bonus Award, prorated for the portion of the Performance Cycle that the Participant completed and which is payable at the same time after the end of the Performance Cycle that payments to other Performance Bonus Award recipients are made.

4.5 Long-Term Performance Awards. The Committee may grant Long-Term Performance Awards under the Plan in the form of Performance Units, Restricted Units or Restricted Stock to any Employee who the Committee may from time to time select, in the amounts and pursuant to the terms and conditions that the Committee may determine and set forth in the Award Certificate, subject to the provisions below:

(a) *Performance Cycles.* Long-Term Performance Awards will be awarded in connection with a Performance Cycle, as determined by the Committee in its discretion, provided, however, that a Performance Cycle may be no shorter than 12 months (or such shorter period as determined by the Committee, subject to Section 7.7) and no longer than 5 years.

(b) *Eligible Participants.* The Committee will determine the Employees who will be eligible to receive a Long-Term Performance Award for the Performance Cycle that are Qualified Performance-Based Awards within 90 days after the commencement of the relevant Performance Cycle (or such other date as may be required or permitted under Section 162(m)), provided that the Committee may determine the eligibility of a Participant who receives a Long-Term Performance Award for the Performance Cycle that is not a Qualified Performance-Based Award after the expiration of the 90-day period.

(c) *Performance Measures; Targets; Award Criteria.*

(i) For Long-Term Performance Awards that are Qualified Performance-Based Awards, within 90 days after the commencement of a Performance Cycle (or such other date as may be required or permitted under Section 162(m)), and while the attainment of the Performance Measures remains substantially uncertain, the Committee will fix and establish in writing (A) the Performance Measures that will apply to that Performance Cycle; (B) with respect to Performance Units, the Target Amount payable to each Participant; (C) with respect to Restricted Units and Restricted Stock, the Target Vesting Percentage for each Participant; and (D) subject to subsection (d) below, the criteria for computing the amount that will be paid or will vest with respect to each level of attained performance. The Committee may also set forth the minimum level of performance, based on objective factors, that must be attained during the Performance Cycle before any Long-Term Performance Award will be paid or vest, and the percentage of Performance Units that will become payable and the percentage of performance based Restricted Units or Shares of Restricted Stock that will vest upon attainment of various levels of performance that equal or exceed the minimum required level.

(ii) The Committee may, in its discretion, select Performance Measures that measure the performance of the Company or one or more business units, divisions or Subsidiaries of the Company. The Committee may select Performance Measures that are absolute or relative to the performance of one or more comparable companies or an index of comparable companies.

(iii) The Committee, in its discretion, may, on a case-by-case basis, modify the amount of Long-Term Performance Awards payable to any Key Employee with respect to any given Performance Cycle, provided, however, that with respect to Qualified Performance-Based Awards, the amount payable under any such Award may

not be increased and no reduction will result in an increase in the dollar amount or number of Shares payable under any Long-Term Performance Award of another Key Employee.

- (iv) With respect to a Long-Term Performance Award (or any portion thereof) that is not a Qualified Performance-Based Award, the Committee may establish, in its discretion, performance criteria other than the Performance Measures that will be applicable for the Performance Cycle.
- (d) *Payment, Certification.* No Long-Term Performance Award granted pursuant to a Qualified Performance-Based Award will vest with respect to any Employee until the Committee certifies in writing the level of performance attained for the Performance Cycle in relation to the applicable Performance Measures. Long-Term Performance Awards that are not Qualified Performance-Based will be based on the Performance Measures, or other applicable performance criteria, and payment formulas that the Committee, in its discretion, may establish for these purposes. These Performance Measures, or other performance criteria, and formulas may be the same as or different than the Performance Measures and formulas that apply to Qualified Performance-Based Awards.
- (e) *Form of Payment.* Long-Term Performance Awards in the form of Performance Units may be paid in cash or full Shares, in the discretion of the Committee, and as set forth in the Award Certificate. Performance based Restricted Units and Restricted Stock will be paid in full Shares. Unless otherwise determined by the Committee, payment with respect to any fractional Share will be in cash in an amount based on the Fair Market Value of the Share as of the date the Performance Unit becomes payable. All such Long-Term Performance Awards shall be paid no later than the 15th day of the third month following the end of the calendar year (or, if later, following the end of the Company's fiscal year) in which such Long-Term Performance Awards are no longer subject to a substantial risk of forfeiture (as determined for purposes of Code Section 409A), except to the extent that a Participant has elected to defer payment under the terms of a duly authorized deferred compensation arrangement, in which case the terms of such arrangement shall govern.
- (f) *Section 162(m).* It is the intent of the Company that Long-Term Performance Awards that are Qualified Performance-Based Awards satisfy the requirements for "performance based compensation" for purposes of Section 162(m), that this Section 4.5 be interpreted in a manner that permits such Awards to satisfy the applicable requirements of Section 162(m)(C) with respect to Long-Term Performance awards made to Key Employees, and that the Plan be operated so that the Company may take a full tax deduction for Long-Term Performance Awards that are Qualified Performance-Based Awards. If any provision of this Plan or any Long-Term Performance Award would otherwise frustrate or conflict with this intent, the provision will be interpreted and deemed amended so as to avoid this conflict.
- (g) *Retirement, Death, Disability and Other Events.* Unless the Award Certificate provides otherwise, if a Participant would be entitled to a Long-Term Performance Award but for the fact that the Participant's employment with the Company terminated prior to the end of the Performance Cycle as a result of the Participant's death or Disability, or such other event as designated by the Committee, the Participant may, in the Committee's discretion, receive a Long-Term Performance Award, prorated for the portion of the Performance Cycle that the Participant completed and payable at the same time after the end of the Performance Cycle that payments to other Long-Term Performance Award recipients are made. Unless the Award Certificate provides otherwise, if a Participant would be entitled to a Long-Term Performance Award but for the fact that the Participant's employment with the Company terminated prior to the end of the Performance Cycle as a result of the Participant's Retirement, provided that the Participant has provided Retirement Notice in the case of a voluntary Termination of Employment relating to Retirement, the Long-Term Performance Award will continue to vest under the terms and conditions of the Award Certificate following the Termination of Employment to the same extent the Participant would have vested had the Participant not had a Termination of Employment, and such Long-Term Performance Award will be payable at the same time after the end of the Performance Cycle that payments to other Long-Term Performance Award recipients are made, provided that the Participant continues to satisfy all other applicable conditions as may be established by the Committee on or prior to the date of the Retirement with respect to such continued vesting.
- (h) *Dividends and Dividend Equivalents.* In the event of a payment of dividends on Common Stock, the Committee may credit Long-Term Performance Awards made under this Section 4.5 with Dividend Equivalents in accordance with terms and conditions established in the discretion of the Committee. Dividend Equivalents will be subject to the same vesting requirements as the underlying Long-Term Performance Award and will become payable or deliverable only to the extent that the underlying Long-Term Performance Award vests and becomes payable or deliverable. In no event will Dividend Equivalents be payable or deliverable prior to the vesting date of the underlying Long-Term Performance Award. The number of any Dividend Equivalents credited to a Participant's Award upon the payment of a dividend on Common Shares will be equal to the quotient produced by dividing the cash value of the dividend by the Fair Market Value of one Share as of the date the dividend is paid.

4.6 Other Stock Based Awards. The Committee may, from time to time, grant Awards (other than Stock Options, Stock Appreciation Rights, Performance Bonuses or Long-Term Performance Awards) to any Employee or Consultant who the Committee may from time to time select, which Awards consist of, or are denominated in, payable in, valued in whole or in part by reference to, or otherwise related to, Shares. These Awards may include, among other forms, Restricted Stock, Restricted Units, or Deferred Stock Units. The Committee will determine, in its discretion, the terms and conditions that will apply to Awards granted pursuant to this Section 4.6, which terms and conditions will be set forth in the applicable Award Certificate.

- (a) *Vesting.* Unless the Award Certificate provides otherwise, restrictions on Stock Based Awards granted under this Section 4.6 will lapse in equal annual installments over a period of four years beginning immediately after the Date of Grant. If the restrictions on Stock Based Awards have not lapsed or been satisfied as of the Participant's Termination of Employment, the Shares will be forfeited by the Participant if the termination is for any reason other than the Retirement, death or Disability of the Participant or a Change in Control, unless as otherwise provided in the Award Certificate. Unless the Award Certificate provides otherwise, (i) all restrictions on Stock Based Awards granted pursuant to this Section 4.6 will lapse upon the death or Disability of the Participant, (ii) in the event of Retirement, provided that the Participant has provided Retirement Notice in the case of a voluntary Termination of Employment relating to Retirement, the Award will continue to vest under the terms and conditions of the Award Certificate following the Termination of Employment to the same extent the Participant would have vested had the Participant not had a Termination of Employment, provided that the Participant continues to satisfy all other applicable conditions as may be established by the Committee on or prior to the date of Retirement with respect to such continued vesting, and (iii) in the event of a Change in Control, Stock Based Awards will be treated in accordance with Section 5.4. The vesting period for Stock Based Awards will be subject to Section 7.7.
- (b) *Grant of Restricted Stock.* The Committee may grant Restricted Stock to any Employee or Consultant, which Shares will be registered in the name of the Participant and held for the Participant by the Company. The Participant will have all rights of a shareholder with respect to the Shares, including the right to vote and to receive dividends or other distributions, except that the Shares may be subject to a vesting schedule and will be forfeited if the Participant attempts to sell, transfer, assign, pledge or otherwise encumber or dispose of the Shares before the restrictions are satisfied or lapse.
- (c) *Grant of Restricted Units.* The Committee may grant Restricted Units to any Employee or Consultant, which Units will be paid in cash or whole Shares or a combination of cash and Shares, as determined in the discretion of the Committee. The Committee will determine the terms and conditions applicable to the grant of Restricted Units, which terms and conditions will be set forth in the Award Certificate. For each Restricted Unit that vests, one Share will be paid or an amount in cash equal to the Fair Market Value of a Share, as set forth in the Award Certificate, will be delivered to the Participant on the applicable delivery date.
- (d) *Grant of Deferred Stock Units.* The Committee may grant Deferred Stock Units to any Employee or Consultant, which Units will be paid in whole Shares upon the Employee's Termination of Employment or upon the Consultant's Termination of Consultancy if the restrictions on the Units have lapsed. One Share will be paid for each Deferred Stock Unit that becomes payable.

- (e) *Dividends and Dividend Equivalents.* In the event of a payment of dividends on Common Stock, the Committee may credit Other Stock-Based Awards made under this Section 4.6 with Dividend Equivalents in accordance with terms and conditions established in the discretion of the Committee. Dividend Equivalents will be subject to the same vesting requirements as the underlying Other Stock-Based Award and will become payable or deliverable only to the extent that the underlying Other Stock-Based Award vests and becomes payable or deliverable. In no event will Dividend Equivalents be payable or deliverable prior to the vesting date of the underlying Other Stock-Based Award. The number of any Dividend Equivalents credited to a Participant's Award upon the payment of a dividend on Common Shares will be equal to the quotient produced by dividing the cash value of the dividend by the Fair Market Value of one Share as of the date the dividend is paid.

4.7 *Director Awards.*

- (a) The Committee may grant Deferred Stock Units to each Director in such an amount as the Board, in its discretion, may approve in advance. Each such Deferred Stock Unit will vest as determined by the Committee and set forth in the Award Certificate and will be paid in Shares within 30 days following the recipient's Termination of Directorship, subject to deferral under any applicable deferred compensation plan approved by the Committee, in which case the terms of such arrangement shall govern. Dividend Equivalents or additional Deferred Stock Units will be credited to each Director's account when dividends are paid on Common Stock to the shareholders, and will be paid to the Director at the same time that the Deferred Stock Units are paid to the Director.
- (b) The Committee may grant Director Shares to each Director in such amounts as the Board, in its discretion, may approve in advance.
- (c) The Committee may, in its discretion, grant Stock Options, Stock Appreciation Rights and other Stock Based Awards to Directors.

4.8 *Substitute Awards.* The Committee may make Awards under the Plan to Acquired Grantees through the assumption of, or in substitution for, outstanding stock based awards previously granted to such Acquired Grantees by the Acquired Company. Such assumed or substituted Awards will be subject to the terms and conditions of the original awards made by the Acquired Company (and therefore may differ from the terms of the Plan), with such adjustments therein as the Committee considers appropriate to give effect to the relevant provisions of any agreement for the acquisition of the Acquired Company, provided that any such adjustment with respect to Non-qualified Stock Options and Stock Appreciation Rights shall satisfy the requirements of Treas. Reg. § 1.409A-1(b)(5)(v)(D) and otherwise ensure that such awards continue to be exempt from Code Section 409A and provided that any adjustment to Awards that are subject to Code Section 409A is in compliance with Code Section 409A. Any grant of Incentive Stock Options pursuant to this Section 4.8 will be made in accordance with Section 424 of the Code.

4.9 *Limit on Individual Grants.* Subject to Sections 5.1 and 5.3, no Employee may be granted more than 6 million Shares over any calendar year pursuant to Awards of Stock Options, Stock Appreciation Rights and performance based Restricted Stock and performance-based Restricted Units, except that an incentive Award of no more than 10 million Shares may be made pursuant to Stock Options, Stock Appreciation Rights, performance based Restricted Stock and performance-based Restricted Units (based upon the Award level as of the date of grant) to any person who has been hired within the calendar year as a Key Employee. The maximum amount that may be paid in cash or Shares pursuant to Performance Bonuses or Long-Term Performance Awards in the form of Performance Units to any one Employee is \$50 million (U.S.) (based upon the Award level as of the Date of Grant) for any Performance Cycle of 12 months. For any longer Performance Cycle, this maximum will be adjusted proportionally.

4.10 *Termination for Cause; Clawback.*

- (a) Notwithstanding anything to the contrary herein, if a Participant incurs a Termination of Directorship or Termination of Employment for Cause, then all Stock Options, Stock Appreciation Rights, Performance Bonuses, Long-Term Performance Awards, Restricted Units, Restricted Stock and other Stock Based Awards are subject to immediate cancellation at the discretion of the Company. The exercise of any Stock Option or Stock Appreciation Right or the payment of any Award may be delayed, in the Company's discretion, in the event that a potential termination for Cause is pending, subject to ensuring an exemption from or compliance with Code Section 409A. If a Participant incurs a Termination of Employment for Cause, or the Company becomes aware (after the Participant's Termination of Employment) of conduct on the part of the Participant that would be grounds for a Termination of Employment for Cause, then, as determined in the discretion of the Company, the Participant will be required to deliver to the Company (i) Shares (or, in the discretion of the Committee, cash) in an amount that is equal in value to the amount of any profit the Participant realized upon the exercise of an Option during the period beginning six (6) months prior to the Participant's Termination of Employment and ending on the later of two (2) year anniversary of such Termination of Employment and the date the Participant fully exercised any Option granted hereunder; and (ii) the number of Shares (or, in the discretion of the Committee, the cash value of said shares) the Participant received for Restricted Shares, Restricted Units or other Stock Based Awards that vested during the period described in (i) above.
- (b) In addition, any Award Certificate (or any part thereof) may provide for the cancellation or forfeiture of an Award or the forfeiture and repayment to the Company of any gain related to an award, or other provisions intended to have a similar effect, upon such terms and conditions as may be determined by the Committee in accordance with any Company claw-back or forfeiture policy, as may be amended from time to time. Further, notwithstanding anything to the contrary herein, all Awards shall be subject to claw-back and forfeiture to the extent required by any Applicable Law, including, without limitation, in accordance with the Company's Incentive-Based Compensation Recovery Policy, as may be in effect from time to time, which may operate to create additional rights for the Company with respect to Awards and recovery of amounts relating thereto. By accepting Awards under the Plan, Participants agree and acknowledge that they are obligated to cooperate with, and provide any and all assistance necessary to, the Company to recover or recoup any award or amount paid under this Plan subject to claw-back pursuant to such law, government regulation, stock exchange listing requirement or Company policy. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to recover or recoup any award or amounts paid under this Plan from a Participant's accounts, or pending or future compensation awards.

ARTICLE V

SHARES SUBJECT TO THE PLAN; ADJUSTMENTS

5.1 *Shares Available.* The Shares issuable under the Plan will be authorized but unissued Shares, and, to the extent permissible under applicable law, Shares acquired by the Company, any Subsidiary or any other person or entity designated by the Company. Subject to adjustment in accordance with Section 5.3, the aggregate number of Shares the shareholders of the Company have authorized for issuance under the Plan is equal to (a) 20,000,000 Shares, less (b) the number of shares subject to awards granted under the Prior Plan between January 4, 2024 and the Effective Date. Notwithstanding anything to the contrary in this Section 5.1, (i) when Shares are issued pursuant to a grant of Stock Options or Stock Appreciation Rights, the total number of Shares remaining available for grant will be decreased by one per Share issued, and (ii) when Shares are issued pursuant to a grant of Restricted Stock, Restricted Units, Deferred Stock Units, Performance Units or as payment of a Performance Bonus or other Stock Based Award, the total number of Shares remaining available for grant will be decreased by a margin of at least 1.8 per Share issued.

5.2 *Counting Rules.* The following Shares related to Awards under this Plan may again be available for issuance under the Plan, in addition to the Shares described in Section 5.1:

- (a) Shares related to Awards paid in cash;

- (b) Shares related to Awards that expire, are forfeited or cancelled or terminate for any other reason without issuance of Shares, and provided that each such forfeited, cancelled or terminated Share that was originally issued pursuant to a grant of Restricted Stock, Restricted Units, Deferred Stock Units, Performance Units or as payment of a Performance Bonus or other Stock Based Award shall be counted as 1.8 Shares;
- (c) Any Shares issued in connection with Awards that are assumed, converted or substituted as a result of the acquisition of an Acquired Company by the Company or a combination of the Company with another company; and
- (d) Any Shares of Restricted Stock that are returned to the Company upon a Participant's Termination of Employment.

Shares that are (i) tendered by a Participant or withheld by the Company in payment of the exercise, base or purchase price relating to an Award, (ii) tendered by the Participant or withheld by the Company to satisfy any taxes or tax withholding obligations with respect to an Award, (iii) not issued or delivered as a result of the net settlement of an outstanding Stock Option or Stock Appreciation Right under the Plan, as applicable, or (iv) purchased on the open market by the Company with the cash proceeds received from the exercise of Stock Options, will not be available for future Awards under the Plan. In addition, in the case of the settlement of any stock settled Stock Appreciation Right, the total number of Shares available for grant will be decreased by the total number of Shares underlying the Award, regardless of the number of Shares used to the Stock Appreciation Right on the day of settlement.

5.3 Adjustments. In the event of a change in the outstanding Shares by reason of a stock split, reverse stock split, dividend or other distribution (whether in the form of cash, Shares, other securities or other property), extraordinary cash dividend, recapitalization, merger, consolidation, split-up, spin-off, reorganization, combination, re-purchase or exchange of Shares or other securities or similar corporate transaction or event, the Committee shall make an appropriate adjustment to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan. Any such adjustment with respect to Nonqualified Stock Options and Stock Appreciation Rights shall satisfy the requirements of Treas. Reg. § 1.409A-1(b)(5)(v)(D) and otherwise ensure that such awards continue to be exempt from Code Section 409A, and any adjustment to Awards that are subject to Code Section 409A shall comply with Code Section 409A. Any adjustment made by the Committee under this Section 5.3 will be conclusive and binding for all purposes under the Plan.

5.4 Change in Control.

- (a) Unless otherwise provided under the terms of an applicable Award Certificate, (i) all outstanding Stock Options and Stock Appreciation Rights will become exercisable as of the effective date of a Participant's Change in Control Termination if the Awards are not otherwise vested, and all conditions will be waived with respect to outstanding Restricted Stock, Restricted Units and other Stock Based Awards (other than Long-Term Performance Awards) and Deferred Stock Units, and (ii) each Participant who has been granted a Performance Bonus or Long-Term Performance Award that is outstanding as of the date of such Participant's Change in Control Termination will be deemed to have achieved a level of performance, as of the Change in Control Termination, that would cause all (100%) of the Participant's Target Amounts to become payable, except with respect to portions of the Bonus or Award that have already been determined and certified by the Committee, in which case those portions of the Bonus or Award will become payable at the certified performance level. Unless the Committee determines otherwise in its discretion (either when the award is granted or any time thereafter), in the event that Awards outstanding as of the date of a Change in Control that are payable in shares of Company Common Stock will not be substituted with comparable awards payable or redeemable in shares of publicly traded stock after the Change in Control, each such outstanding Award (i) will become fully vested (at target, where applicable) immediately prior to the Change in Control and (ii) each such Award that is a Stock Option will be settled in cash, without the Participant's consent, for an amount equal to the amount that could have been attained upon the exercise of such Award immediately prior to the Change in Control had such Award been exercisable or payable at such time.
- (b) In addition to or in lieu of the other actions described in Section 5.4(a), the Committee has the authority in the event of a Change in Control to exercise its discretion in good faith to take such other actions with respect to outstanding Awards as are deemed reasonable and appropriate under the circumstances to assure that the value of such Awards and Participants' opportunities to recognize the value of such Awards are preserved. Such actions may be taken without the consent of the Participant and may include without limitation the following: (i) the Committee may determine that outstanding Stock Options and Stock Appreciation Rights shall be fully exercisable, and restrictions on Restricted Stock, Restricted Units, Deferred Stock Units and other Stock Based Awards shall lapse, as of the date of the Change in Control or such other time (prior to a Participant's Change in Control Termination) as the Committee determines appropriate under the existing circumstances, (ii) the Committee may require that a Participant surrender outstanding Stock Options and Stock Appreciation Rights in exchange for one or more payments by the Company, in cash or Common Stock as determined by the Committee, in an amount equal to the amount by which the then Fair Market Value of the shares of Common Stock subject to the Participant's unexercised Stock Options and Stock Appreciation Rights exceeds the exercise price, if any, and on such terms as the Committee determines (it being understood that if the per share Fair Market Value is less than or equal to the per share exercise price, the Stock Option or Stock Appreciation Right, as applicable, shall be cancelled for no consideration), (iii) after giving Participants an opportunity to exercise their outstanding Stock Options and Stock Appreciation Rights, the Committee may terminate any or all unexercised Stock Options and Stock Appreciation Rights at such time as the Committee deems appropriate, (iv) the Committee may determine that Performance Bonuses and/or Long-Term Performance Awards will be paid out at their target level, in cash or Common Stock as determined by the Committee, or (v) the Committee may determine that Awards that remain outstanding after the Change in Control shall be converted to similar grants of, or assumed by, the surviving corporation (or a parent or subsidiary of the surviving corporation or successor). Such acceleration, surrender, termination, settlement or conversion shall take place as of the date of the Change in Control or such other date as the Committee may specify. The Committee may specify how an Award will be treated in the event of a Change in Control either when the Award is granted or at any time thereafter, including without limitation by approval of language included in an agreement entered into by the Company in connection with a Change in Control, except as otherwise provided herein.

5.5 Fractional Shares. In the discretion of the Committee, fractional Shares may be issued under the Plan. Except as otherwise provided in Section 4.5(e), if a Participant acquires the right to receive a fractional Share under the Plan, the Participant will receive, in lieu of the fractional Share, a full Share as of the date of settlement, unless otherwise provided by the Committee. Notwithstanding the foregoing, fractional shares may be issued to satisfy tax withholding.

ARTICLE VI AMENDMENT AND TERMINATION

6.1 Amendment. The Plan may be amended at any time and from time to time by the Board without the approval of shareholders of the Company, except that no material revision to the terms of the Plan will be effective until the amendment is approved by the shareholders of the Company. A revision is "material" for this purpose if, among other changes, it materially increases the number of Shares that may be issued under the Plan (other than an increase pursuant to Section 5.3), expands the types of Awards available under the Plan, materially expands the class of persons eligible to receive Awards under the Plan, materially extends the term of the Plan, materially decreases the Exercise Price at which Stock Options or Stock Appreciation Rights may be granted, reduces the Exercise Price of outstanding Stock Options or Stock Appreciation Rights, or results in the replacement of outstanding Stock Options and Stock Appreciation Rights with new Awards that have an Exercise Price that is lower than the Exercise Price of the replaced Stock Options and Stock Appreciation Rights, or if approval by shareholders of the Company is necessary to comply with any applicable law, tax or regulatory requirement, or listing requirement of the New York Stock Exchange or any other national exchange on which the Shares are listed, for which or with which the Board deems it necessary or desirable to qualify or comply. No amendment of the Plan or any outstanding Award made without the Participant's written consent may materially impact any right of a Participant with respect to an outstanding Award.

6.2 *Termination.* The Plan will terminate upon the adoption of a resolution of the Board terminating the Plan. No Awards will be granted under this Plan after it has terminated. The termination of the Plan, however, will not alter or impair any of the rights or obligations of any person under any Award previously granted under the Plan without such person's consent. After the termination of the Plan, any previously granted Awards will remain in effect and will continue to be governed by the terms of the Plan and the applicable Award Certificate.

ARTICLE VII GENERAL PROVISIONS

7.1 *Nontransferability of Awards.* No Award under the Plan (regardless of when granted) will be subject in any manner to alienation, anticipation, sale, assignment, pledge, encumbrance or transfer, and no other persons will otherwise acquire any rights therein, except by will or by the laws of descent or distribution. Restricted Stock may be freely transferred after the restrictions lapse or are satisfied and the Shares are delivered, provided, however, that Restricted Stock awarded to an affiliate of the Company may be transferred only pursuant to Rule 144 under the Securities Act, or pursuant to an effective registration for resale under the Securities Act. For purposes of this subsection (d), "affiliate" will have the meaning assigned to that term under Rule 144.

7.2 *Withholding of Taxes.* The Committee, in its discretion, may satisfy a Participant's tax withholding obligations by any of the following methods or any method as it determines to be in accordance with the laws of the jurisdiction in which the Participant resides, has domicile or performs services.

(a) *Stock Options and Stock Appreciation Rights.* As a condition to the delivery of Shares pursuant to the exercise of a Stock Option or Stock Appreciation Right, the Committee may require that the Participant, at the time of exercise, pay to the Company by cash, certified check, bank draft, wire transfer or postal or express money order an amount sufficient to satisfy any applicable tax withholding obligations. The Committee may also, in its discretion, accept payment of tax withholding obligations through any of the Exercise Price payment methods described in Section 4.3(d).

(b) *Other Awards Payable in Shares.* The Participant shall satisfy the Participant's tax withholding obligations arising in connection with the release of restrictions on Restricted Units, Restricted Stock and other Stock Based Awards by payment to the Company in cash or by certified check, bank draft, wire transfer or postal or express money order, provided that the format is approved by the Company or a designated third party administrator. However, subject to any requirements of applicable law, the Company may also satisfy the Participant's tax withholding obligations by other methods, including selling or withholding Shares that would otherwise be available for delivery, provided that the Board or the Committee has specifically approved such payment method in advance.

(c) *Cash Awards.* The Company may satisfy a Participant's tax withholding obligation arising in connection with the payment of any Award in cash by withholding cash from such payment.

7.3 *Special Forfeiture Provision.* The Committee may, in its discretion, provide in an Award Certificate that if the Participant engages in acts that are deemed to be detrimental to the best interests of the Company, including without limitation, (i) any breach of the Company's Guide to Ethical Conduct or engagement in any other act that could result in the Participant's Termination of Employment for Cause, or (ii) the Participant's engagement in activities that are deemed to be competitive or potentially competitive to the interests of the Company or any Subsidiary, including entering into any employment or consultation arrangement with any entity or person engaged in any business in which the Company or any Subsidiary is engaged without prior written approval of the Company if, in the sole judgment of the Company, the business is competitive with the Company or any Subsidiary or business unit or such employment or consultation arrangement would present a risk that the Participant would likely disclose Company proprietary information (as determined by the Company), then the Participant's outstanding Awards can be forfeited and any profits realized or Shares delivered as a result of the payment, vesting or exercise of Awards before or after the Participant's Termination of Employment will be subject to forfeiture and reimbursement to the Company under such terms and conditions as are deemed appropriate by the Committee.

7.4 *No Dividend Equivalents or Dividends on Unvested Awards.* Notwithstanding anything to the contrary in the Plan, Dividend Equivalents with respect to an Award that are based on dividends paid prior to the vesting of such Award shall be paid to the Participant only to the extent that the vesting conditions are satisfied and the Award vests and in no event may any Award provide for a Participant's receipt of any other dividends prior to the vesting of such Award except as permitted under Section 5.3.

7.5 *No Implied Rights.* The establishment and operation of the Plan, including the eligibility of a Participant to participate in the Plan, will not be construed as conferring any legal or other right upon any Director for any continuation of directorship or any Employee for the continuation of employment or any Consultant for the continuation of engagement through the end of any Performance Cycle or other period. The Company expressly reserves the right, which may be exercised at any time and in the Company's sole discretion, to discharge any individual or treat him or her without regard to the effect such discharge might have upon him or her as a Participant in the Plan.

7.6 *No Obligation to Exercise Awards.* The grant of a Stock Option or Stock Appreciation Right will impose no obligation upon the Participant to exercise the Award.

7.7 *Minimum Vesting.* Notwithstanding any provision of the Plan to the contrary, all Awards granted under the Plan shall have a minimum vesting period of one year measured from the Date of Grant of the applicable Award; provided, however, that (i) up to 5 percent of the Shares available for distribution under Section 5.1 may be granted without such minimum vesting period; and (ii) the minimum vesting requirement shall not apply to: (1) Substitute Awards granted to Acquired Grantees pursuant to Section 4.8; (2) Awards granted to Directors which vest on the earlier of the first anniversary of the Date of Grant and the next annual meeting of the Company's shareholders (which is at least 50 weeks after the immediately preceding year's annual meeting); (3) Awards settled only in cash; or (4) Awards granted in lieu of cash compensation otherwise due to the Participant. Further, nothing in this Section 7.7 shall limit the Company's ability to grant Awards that contain rights to accelerated vesting on a Termination of Employment or to otherwise accelerate vesting, including, without limitation, upon a Change in Control.

7.8 *No Rights as Shareholders.* A Participant who is granted an Award under the Plan will have no rights as a shareholder of the Company with respect to the Award unless and until certificates for the Shares underlying the Award are registered in the Participant's name and (other than in the case of Restricted Stock) delivered to the Participant. The right of any Participant to receive an Award by virtue of participation in the Plan will be no greater than the right of any unsecured general creditor of the Company.

7.9 *Indemnification of Committee.* The Company will indemnify, to the fullest extent permitted by law, each person made or threatened to be made a party to any civil or criminal action or proceeding by reason of the fact that the person, or the executor or administrator of the person's estate, is or was a member of the Committee or a delegate of the Committee.

7.10 *No Required Segregation of Assets.* Neither the Company nor any Subsidiary will be required to segregate any assets that may at any time be represented by Awards granted pursuant to the Plan.

7.11 *Nature of Payments.* All Awards made pursuant to the Plan are in consideration of services for the Company or a Subsidiary. Any gain realized pursuant to Awards under the Plan constitutes a special incentive payment to the Participant and will not be taken into account as compensation for purposes of any other employee benefit plan of the Company or a Subsidiary, except as the Committee otherwise provides. The adoption of the Plan will have no effect on Awards made or to be made under any other benefit plan covering an employee of the Company or a Subsidiary or any predecessor or successor of the Company or a Subsidiary.

7.12 Securities Law Compliance. Awards under the Plan are intended to satisfy the requirements of Rule 16b-3 under the Exchange Act. If any provision of this Plan or any grant of an Award would otherwise frustrate or conflict with this intent, that provision will be interpreted and deemed amended so as to avoid conflict. No Participant will be entitled to a grant, exercise, transfer or payment of any Award if the grant, exercise, transfer or payment would violate the provisions of the Sarbanes Oxley Act of 2002 or any other applicable law.

7.13 Section 409A Compliance. To the extent applicable, it is intended that the Plan and all Awards hereunder comply with, or be exempt from, the requirements of Section 409A of the Code, and that the Plan and all Award Certificates shall be interpreted and applied by the Committee in a manner consistent with this intent in order to avoid the imposition of any additional tax under Section 409A of the Code. To the extent any Award granted under the Plan either qualifies for an exemption from the requirements of Section 409A of the Code or is subject to Section 409A of the Code, the Plan and the Award Certificate will be interpreted such that the Award qualifies for an exemption or, if Section 409A of the Code is applicable, in accordance with Section 409A of the Code. Notwithstanding any provision of the Plan, in the event that the Committee determines that any Award may be subject to Section 409A of the Code, the Committee may adopt such amendments to the Plan and/or the applicable Award Certificate or adopt policies and procedures or take any other action or actions, including an action or amendment with retroactive effect, that the Committee determines is necessary or appropriate to (i) exempt the Award from the application of Section 409A of the Code or (ii) comply with the requirements of Section 409A of the Code. Any Award that provides for a payment to any Participant who is a "specified employee" of deferred compensation that is subject to Code Section 409A(a)(2) and that becomes payable upon, or that is accelerated upon, such Participant's Termination of Employment, shall not be made on or before the date which is six months following such Participant's Termination of Employment (or, if earlier, such Participant's death). A specified employee for this purpose shall be determined by the Committee or its delegate in accordance with the provisions of Code Section 409A. If a grant under the Plan is subject to Section 409A of the Code, then (i) distributions shall only be made in a manner and upon an event permitted under Section 409A of the Code, (ii) payments to be made upon termination of employment shall only be made upon a "separation from service" under Section 409A of the Code, (iii) unless the grant agreement specifies otherwise, each installment payment shall be treated as a separate payment for purposes of Section 409A of the Code, and (iv) in no event shall a Participant, directly or indirectly, designate the calendar year in which a distribution is made except as permitted in accordance with Section 409A of the Code. Neither a Participant nor any of a Participant's creditors or beneficiaries shall have the right to subject any deferred compensation (within the meaning of Section 409A of the Code) payable under the Plan and grants of deferred compensation hereunder to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A of the Code, any deferred compensation (within the meaning of Section 409A of the Code) payable to a Participant or for a Participant's benefit under the Plan and grants of deferred compensation hereunder may not be reduced by, or offset against, any amount owing by a Participant to the Company or any of its affiliates. In any case, a Participant shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on a Participant or for a Participant's account in connection with the Plan and grants hereunder (including any taxes, interest and/or penalties under Section 409A of the Code), and neither the Company nor any of its affiliates shall have any obligation to indemnify or otherwise hold a Participant harmless from any or all of such taxes, interest and/or penalties.

7.14 Governing Law, Severability. The Plan and all determinations made and actions taken under the Plan will be governed by the law of Switzerland and construed accordingly. If any provision of the Plan is held unlawful or otherwise invalid or unenforceable in whole or in part, the unlawfulness, invalidity or unenforceability will not affect any other parts of the Plan, which parts will remain in full force and effect.

7.15 Non U.S. Participants. In order to facilitate the making of any grant or combination of grants under the Plan, the Committee may provide for such special terms for awards to Participants who are foreign nationals or who are employed by the Company or any Subsidiary outside of the United States of America or who provide services to the Company under an agreement with a foreign nation or agency, as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom, to comply with applicable foreign laws or facilitate the offering and administration of the Plan in view of such foreign laws and to allow for tax-preferred treatment of Awards. Moreover, the Committee may approve such supplements to or amendments, restatements or alternative versions of the Plan (including, without limitation, sub-plans) and modify exercise procedures, and other terms and procedures, as it may consider necessary or appropriate for such purposes, without thereby affecting the terms of the Plan as in effect for any other purpose, and the Secretary or other appropriate officer of the Company may certify any such document as having been approved and adopted in the same manner as the Plan. No such special terms, supplements, amendments, restatements, sub-plans or modifications, however, will include any provisions that are inconsistent with the terms of the Plan as then in effect unless the Plan could have been amended to eliminate such inconsistency without further approval by the shareholders of the Company.