

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-Q

(Mark One)

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

For the quarterly period ended June 26, 2026

or

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

For the transition period from to

Commission file number 0-23354

FLEX LTD.

(Exact name of registrant as specified in its charter)

Singapore

(State or other jurisdiction of
incorporation or organization)

12515-8 Research Blvd, Suite 300,

Austin, Texas

(Address of principal executive offices)

98-1773351

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

78759

(Zip Code)

(512) 425-7929

(Registrant’s telephone number, including area code)

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

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

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

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

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

Large accelerated filer☒

Accelerated filer☐

Non-accelerated filer☐

Smaller reporting company☐

Emerging growth company☐

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

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

The number of shares of the registrant’s ordinary shares outstanding as of July 24, 2026 was 369,402,978.

FLEX LTD.**INDEX**

	Page
	<u>PART I. FINANCIAL INFORMATION</u>
<u>Item 1.</u>	<u>Financial Statements</u>
	<u>Report of Independent Registered Public Accounting Firm</u>
	<u>Condensed Consolidated Balance Sheets (unaudited) — June 26, 2026 and March 31, 2026</u>
	<u>Condensed Consolidated Statements of Operations (unaudited) — Three-Month Periods Ended June 26, 2026 and June 27, 2025</u>
	<u>Condensed Consolidated Statements of Comprehensive Income (unaudited) — Three-Month Periods Ended June 26, 2026 and June 27, 2025</u>
	<u>Condensed Consolidated Statements of Shareholders' Equity (unaudited) — Three-Month Periods Ended June 26, 2026 and June 27, 2025</u>
	<u>Condensed Consolidated Statements of Cash Flows (unaudited) — Three-Month Periods Ended June 26, 2026 and June 27, 2025</u>
	<u>Notes to Condensed Consolidated Financial Statements (unaudited)</u>
<u>Item 2.</u>	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>
<u>Item 3.</u>	<u>Quantitative and Qualitative Disclosures About Market Risk</u>
<u>Item 4.</u>	<u>Controls and Procedures</u>
	<u>PART II. OTHER INFORMATION</u>
<u>Item 1.</u>	<u>Legal Proceedings</u>
<u>Item 1A.</u>	<u>Risk Factors</u>
<u>Item 2.</u>	<u>Unregistered Sales of Equity Securities and Use of Proceeds</u>
<u>Item 3.</u>	<u>Defaults Upon Senior Securities</u>
<u>Item 4.</u>	<u>Mine Safety Disclosures</u>
<u>Item 5.</u>	<u>Other Information</u>
<u>Item 6.</u>	<u>Exhibits</u>
<u>Signatures</u>	<u>Signatures</u>

PART I. FINANCIAL INFORMATION

ITEM 1. *FINANCIAL STATEMENTS*

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

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

Results of Review of Interim Financial Information

We have reviewed the accompanying condensed consolidated balance sheet of Flex Ltd. and subsidiaries (the “Company”) as of June 26, 2026, the related condensed consolidated statements of operations, comprehensive income, and shareholders’ equity for the three-month periods ended June 26, 2026 and June 27, 2025, the condensed consolidated statement of cash flows for the three-month periods ended June 26, 2026 and June 27, 2025, and the related notes (collectively referred to as the “interim financial information”). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying interim financial information for it to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheet of the Company as of March 31, 2026, and the related consolidated statements of operations, comprehensive income, redeemable noncontrolling interest and shareholders’ equity, and cash flows for the year then ended (not presented herein); and in our report dated May 20, 2026, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated balance sheet as of March 31, 2026 is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

Basis for Review Results

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

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

/s/ DELOITTE & TOUCHE LLP
San Jose, California
July 31, 2026

FLEX LTD.

CONDENSED CONSOLIDATED BALANCE SHEETS

	As of June 26, 2026	As of March 31, 2026
	(In millions, except share amounts)	(Unaudited)
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 2,840	\$ 2,389
Accounts receivable, net of allowance of \$10 and \$8, respectively	5,036	4,679
Contract assets	1,386	1,063
Inventories	6,453	5,845
Other current assets	2,522	2,356
Total current assets	18,237	16,332
Property and equipment, net	2,655	2,505
Operating lease right-of-use assets, net	794	659
Goodwill	1,831	1,369
Other intangible assets, net	736	283
Other non-current assets	945	912
Total assets	\$ 25,198	\$ 22,060
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 9,195	\$ 8,055
Accrued payroll and benefits	579	671
Deferred revenue and customer working capital advances	2,053	2,156
Other current liabilities	1,393	1,134
Total current liabilities	13,220	12,016
Long-term debt, net of current portion	5,219	3,751
Operating lease liabilities, non-current	711	565
Other non-current liabilities	548	584
Total liabilities	19,698	16,916
Shareholders' equity		
Ordinary shares, no par value; 374,939,150 and 371,241,931 issued, and 369,387,510 and 365,690,291 outstanding as of June 26, 2026 and March 31, 2026, respectively	3,401	3,347
Treasury stock at cost; 5,551,640 shares	(200)	(200)
Accumulated earnings	2,449	2,164
Accumulated other comprehensive loss	(150)	(167)
Total shareholders' equity	5,500	5,144
Total liabilities and shareholders' equity	\$ 25,198	\$ 22,060

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

FLEX LTD.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

	Three-Month Periods Ended	
	June 26, 2026	June 27, 2025
	(In millions, except per share amounts) (Unaudited)	
Net sales	\$ 7,928	\$ 6,575
Cost of sales	7,177	5,987
Restructuring charges	4	16
Gross profit	747	572
Selling, general and administrative expenses	334	233
Restructuring and impairment charges (reversal)	(2)	7
Intangible amortization	23	21
Operating income	392	311
Interest expense	60	51
Interest income	13	13
Other charges (income), net	(37)	7
Equity in earnings (losses) of unconsolidated affiliates	(5)	(20)
Income before income taxes	377	246
Provision for income taxes	92	54
Net income	<u>\$ 285</u>	<u>\$ 192</u>
Earnings per share:		
Basic	\$ 0.78	\$ 0.51
Diluted	0.76	0.50
Weighted-average shares used in computing per share amounts:		
Basic	366	374
Diluted	374	381

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

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

	Three-Month Periods Ended	
	June 26, 2026	June 27, 2025
	(In millions) (Unaudited)	
Net income	\$ 285	\$ 192
Other comprehensive income (loss), net of tax:		
Foreign currency translation adjustments	(15)	69
Unrealized gain (loss) on derivative instruments and other	32	39
Comprehensive income	<u>\$ 302</u>	<u>\$ 300</u>

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

FLEX LTD.

CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

	Ordinary Shares			Accumulated Other Comprehensive Gain (Loss)			Total
				Unrealized Gain (Loss) on Derivative Instruments and Other	Foreign Currency Translation Adjustments	Total Accumulated Other Comprehensive Gain (Loss)	
Three-Months Ended June 26, 2026	Shares Outstanding	Amount	Accumulated Earnings (Deficit)				Shareholders' Equity
				(In millions) Unaudited			
BALANCE AT MARCH 31, 2026	366	\$ 3,147	\$ 2,164	\$ (15)	\$ (152)	\$ (167)	\$ 5,144
Repurchase of Flex Ltd. ordinary shares at cost	—	—	—	—	—	—	—
Issuance of Flex Ltd. vested shares under restricted share unit awards	3	—	—	—	—	—	—
Net income	—	—	285	—	—	—	285
Provision for stock warrants	—	3	—	—	—	—	3
Stock-based compensation	—	51	—	—	—	—	51
Total other comprehensive income (loss)	—	—	—	32	(15)	17	17
BALANCE AT JUNE 26, 2026	369	\$ 3,201	\$ 2,449	\$ 17	\$ (167)	\$ (150)	\$ 5,500

Three-Months Ended June 27, 2025	Ordinary Shares			Accumulated Other Comprehensive Gain (Loss)			Total
	Shares Outstanding	Amount	Accumulated Earnings (Deficit)	Unrealized Gain (Loss) on Derivative Instruments and Other	Foreign Currency Translation Adjustments	Total Accumulated Other Comprehensive Gain (Loss)	Shareholders' Equity
(In millions) Unaudited							
BALANCE AT MARCH 31, 2025	378	\$ 3,942	\$ 1,284	\$ (19)	\$ (205)	\$ (224)	\$ 5,002
Repurchase of Flex Ltd. ordinary shares at cost	(7)	(247)	—	—	—	—	(247)
Issuance of Flex Ltd. vested shares under restricted share unit awards	5	—	—	—	—	—	—
Net income	—	—	192	—	—	—	192
Stock-based compensation	—	34	—	—	—	—	34
Total other comprehensive income (loss)	—	—	—	39	69	108	108
BALANCE AT JUNE 27, 2025	376	\$ 3,729	\$ 1,476	\$ 20	\$ (136)	\$ (116)	\$ 5,089

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

FLEX LTD.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Three-Month Periods Ended	
	June 26, 2026	June 27, 2025
	(In millions) (Unaudited)	
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 285	\$ 192
Depreciation, amortization and other impairment charges	140	142
Changes in working capital and other, net	(149)	65
Net cash provided by operating activities	276	399
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(236)	(133)
Proceeds from the disposition of property and equipment	1	2
Acquisition of businesses, net of cash acquired	(1,134)	(41)
Proceeds from divestiture of businesses, net of cash held in divested businesses	90	—
Other investing activities, net	—	(7)
Net cash used in investing activities	(1,279)	(179)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from bank borrowings and long-term debt	2,830	500
Payments of bank borrowings, long-term debt and other financing liabilities	(1,385)	(532)
Payments for repurchases of ordinary shares	—	(247)
Other financing activities, net	10	(4)
Net cash (used in) provided by financing activities	1,455	(283)
Effect of exchange rates on cash and cash equivalents	(1)	13
Net change in cash and cash equivalents	451	(50)
Cash and cash equivalents, beginning of period	2,389	2,289
Cash and cash equivalents, end of period	\$ 2,840	\$ 2,239
Non-cash investing activities:		
Unpaid purchases of property and equipment	\$ 183	\$ 109
Right-of-use assets obtained in exchange for operating lease liabilities	177	152

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

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

1. ORGANIZATION OF THE COMPANY AND BASIS OF PRESENTATION

Organization of the Company

Flex Ltd. ("Flex" or the "Company") is the advanced, end-to-end manufacturing partner of choice that helps a diverse customer base design, build, deliver, and manage innovative products that improve the world. Through the collective strength of a global workforce across approximately 30 countries with responsible, sustainable operations, Flex delivers technology innovation, supply chain, and manufacturing solutions to diverse industries and end markets. The Company's full suite of specialized capabilities includes design and engineering, supply chain, manufacturing, and integrated services, plus a portfolio of power and cooling products. Over time, we have built differentiated scale and expertise across both technology-driven and regulated markets, enabling us to support customers with increasingly complex product, infrastructure, and compliance requirements. Flex partners with customers across a diverse set of industries including data center, communications, enterprise, consumer, automotive, industrial, healthcare, and power. As of June 26, 2026, Flex's three operating and reportable segments are as follows:

- Integrated Technology Solutions ("ITS"), which is comprised of the following end markets:
 - *Communications*, high speed networking, enterprise, and satellite communications systems
 - *Lifestyle*, premium products across commercial, home and personal product categories
- Regulated Manufacturing Solutions ("RMS"), which is comprised of the following end markets:
 - *Industrial*, mission-critical automation, energy, and industrial infrastructure
 - *Automotive*, compute and power electronic platforms, and integrated systems
 - *Healthcare*, regulated manufacturing for medical devices, drug delivery and equipment
- Cloud and Power Infrastructure ("CPI"), which is comprised of the following end markets:
 - *Cloud and Cooling*, integrated compute systems supporting power-dense digital infrastructure deployments, and advanced liquid cooling solutions supporting higher-density, power-intensive rack architectures
 - *Power*, utility and facility-level electrical infrastructure enabling reliable, scalable power delivery and high-density rack and board-level power systems supporting power-intensive compute workloads

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

On May 5, 2026, Flex announced its intention to separate its CPI segment from Flex and into an independent, publicly traded company ("SpinCo"). The separation of CPI into SpinCo will create a separate publicly traded company focused on data center power, digital infrastructure and power, thermal and compute integration. The spin-off of CPI from Flex is expected to be completed in the first quarter of calendar 2027 and is subject to the approval of Flex's Board of Directors, shareholders, and the High Court of the Republic of Singapore and the SEC declaring SpinCo's Form 10 registration statement effective. Subsequent to the spin-off of CPI from Flex, Flex will continue as an advanced manufacturing and supply chain solutions business consisting of the ITS and RMS segments. There can be no assurance that any spin-off transaction will ultimately occur or, if one does occur, of its terms or timing.

Basis of Presentation and Principles of Consolidation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP" or "GAAP") for interim financial information and in accordance with the requirements of Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements, and should be read in conjunction with the Company's audited consolidated financial statements as of and for the fiscal year ended March 31, 2026 contained in the Company's Annual Report on Form 10-K. In the opinion of management, all adjustments (consisting only of normal recurring adjustments) considered necessary for a fair statement have been included. Operating results for the three-month period ended June 26, 2026 are not necessarily indicative of the results that may be expected for the fiscal year ending March 31, 2027.

The first quarters for fiscal years 2027 and 2026 ended on June 26, 2026 and June 27, 2025, respectively, and are comprised of 87 and 88 days, respectively.

The accompanying unaudited condensed consolidated financial statements include the accounts of Flex and its subsidiaries, after elimination of intercompany accounts and transactions. The Company consolidates subsidiaries and investments in entities in which the Company has a controlling interest.

Use of Estimates

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

Recently Issued Accounting Pronouncements

In November 2024, the FASB issued ASU 2024-03 "Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses", which requires public entities to disclose specified information about certain costs and expenses. The guidance is effective for the Company beginning in the fourth quarter of fiscal year 2028 and will be applied retrospectively to all prior periods presented on its consolidated financial statements. The Company is currently evaluating the guidance to determine the impact on the Company's disclosures. In January 2025, the FASB issued ASU 2025-01 on the same topic to clarify the amendments for ASU 2024-03 are effective for the Company in the fourth quarter of fiscal year 2028.

In December 2025, the FASB issued ASU 2025-12 "Codification Improvements", which includes numerous refinements and enhancements, including clarifications on the accounting for the retirement of treasury stock among others. The guidance is effective for the Company beginning in the first quarter of fiscal year 2028. The Company is currently evaluating the guidance to determine the method of adoption and impact on the Company's disclosures.

2. BALANCE SHEET ITEMS

Inventories

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

	As of June 26, 2026		As of March 31, 2026	
	(In millions)			
Raw materials	\$	5,471	\$	4,834
Work-in-progress		457		474
Finished goods		525		537
	\$	6,453	\$	5,845

In addition to the Flex controlled inventory shown above, the Company held inventory controlled by customers of \$1.5 billion and \$1.3 billion as of June 26, 2026 and March 31, 2026, respectively. These amounts are reported in other current assets in the condensed consolidated balance sheets.

Goodwill and Other Intangible Assets

During the three-month period ended June 26, 2026, goodwill increased by \$462 million with \$473 million from an acquisition completed in the first quarter of fiscal year 2027. This was slightly offset by \$6 million of goodwill derecognized in the sale of a site in North America and currency impacts of \$5 million. See note 12 for further details of the acquisition and disposition completed in the quarter.

The components of acquired intangible assets are as follows:

	June 26, 2026			March 31, 2026		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Intangible assets:						
Customer-related intangibles	\$ 616	\$ (171)	\$ 445	\$ 317	\$ (156)	\$ 161
Licenses and other intangibles	374	(83)	291	198	(76)	122
Total	<u>\$ 990</u>	<u>\$ (254)</u>	<u>\$ 736</u>	<u>\$ 515</u>	<u>\$ (232)</u>	<u>\$ 283</u>

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

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

Fiscal Year Ending March 31,	Amount (In millions)
2027 (1)	\$ 79
2028	93
2029	69
2030	62
2031	58
Thereafter	375
Total amortization expense	<u>\$ 736</u>

(1) Represents estimated amortization for the remaining nine-month period of the fiscal year ending March 31, 2027.

Customer Working Capital Advances

Customer working capital advances were \$1.7 billion and \$1.8 billion as of June 26, 2026 and March 31, 2026, respectively. The customer working capital advances are not interest-bearing, do not generally have fixed repayment dates and are generally reduced as the underlying working capital is consumed in production or the customer working capital advance agreement is terminated.

Other Non-Current Assets

Other non-current assets include deferred tax assets of \$544 million and \$538 million as of June 26, 2026 and March 31, 2026, respectively.

Other Current Liabilities

Other current liabilities include customer-related accruals of \$498 million and \$355 million as of June 26, 2026 and March 31, 2026, respectively.

Supplier Finance Programs

The Company has six supplier finance programs, all of which have substantially similar characteristics, with various financial institutions that act as the paying agent for certain payables of the Company. The Company established these programs through agreements with the financial institutions to enable more efficient payment processing to our suppliers while also providing our suppliers a potential source of liquidity to the extent they choose to sell their receivables to the financial institutions in advance of the due dates. Our suppliers' participation in the programs is voluntary, the Company is not involved in negotiations of the suppliers' arrangements with the financial institutions to sell their receivables, and our rights and

obligations to our suppliers are not impacted by our suppliers' decisions to sell amounts under these programs. Under these supplier finance programs, the Company pays the financial institutions the stated amount of confirmed invoices from its participating suppliers on the original maturity dates of the invoices. All payment terms are short-term in nature and are not dependent on whether the suppliers participate in the supplier finance programs or if the suppliers elect to receive early payment from the financial institutions. No guarantees are provided by the Company under the supplier finance programs and the Company incurs no costs related to the programs. The Company has no economic interest in a supplier's decision to participate in the supplier finance programs.

Obligations under these programs are classified within accounts payable on the condensed consolidated balance sheets, with the associated payments reflected in the operating activities section of the condensed consolidated statement of cash flows. The Company's outstanding obligations confirmed as valid under its supplier finance programs as of June 26, 2026 and March 31, 2026 were \$134 million and \$154 million, respectively.

3. REVENUE

Contract Balances

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

A contract liability is recognized when the Company receives payments in advance of the satisfaction of performance. Contract liabilities, identified as deferred revenue, were \$441 million and \$431 million as of June 26, 2026 and March 31, 2026, respectively, of which \$370 million and \$362 million, respectively, is included in deferred revenue and customer working capital advances under current liabilities.

Disaggregation of Revenue

The following table presents the Company's revenue disaggregated based on timing of transfer, point in time or over time:

Timing of Transfer	Three-Month Periods Ended	
	June 26, 2026	June 27, 2025
	(In millions)	
ITS		
Point in time	\$ 1,554	\$ 1,760
Over time	1,502	798
Total	3,056	2,558
RMS		
Point in time	1,504	1,429
Over time	1,166	962
Total	2,670	2,391
CPI		
Point in time	1,530	1,565
Over time	672	61
Total	2,202	1,626
Flex		
Point in time	4,588	4,754
Over time	3,340	1,821
Total	\$ 7,928	\$ 6,575

Concentration of Risk

Sales of the Company's products are concentrated among specific customers. A significant customer accounted for 12% of net sales during the three-month period ended June 26, 2026. The majority of the revenue with this customer is included within the CPI segment. No other customer accounted for more than 10% of net sales during the three-month periods ended June 26, 2026 or June 27, 2025.

4. SHARE-BASED COMPENSATION AND WARRANTS

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

Share-Based Compensation Expense

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

	Three-Month Periods Ended	
	June 26, 2026	June 27, 2025
	(In millions)	
Cost of sales	\$ 7	\$ 8
Selling, general and administrative expenses	44	26
Total share-based compensation expense	<u>\$ 51</u>	<u>\$ 34</u>

The 2017 Plan

During the three-month period ended June 26, 2026, the Company granted 1.7 million restricted share unit ("RSU") awards. Of this amount, 0.8 million are plain-vanilla unvested RSU awards that vest over a period of three years, with no performance or market conditions, with an average grant date price of \$151.88 per award. In addition, 0.3 million unvested shares represent the target amount of grants made to certain key employees whereby vesting is contingent on certain performance conditions, with an average grant date price of \$151.99 per award. These performance-based RSUs include awards tied to the Company's adjusted earnings per share growth and awards tied to operating profit goals. The number of shares that will ultimately vest will range from zero up to a maximum of approximately 0.7 million based on the level of achievement of these performance conditions. The awards will cliff vest after a period of three years, depending on the specific performance metrics, to the extent such performance conditions have been met. No shares were granted with market based conditions during the first quarter of fiscal year 2027. The remaining balance of 0.7 million represents the number of shares issued upon the vesting of RSU awards above target levels based on the achievement of certain market and performance conditions for awards granted in fiscal year 2024. These awards were issued and immediately vested in accordance with the terms and conditions of the underlying awards.

As of June 26, 2026, 6.2 million unvested RSU awards under the 2017 Plan were outstanding, of which vesting for a targeted amount of 0.5 million shares is contingent on meeting certain market conditions, and vesting for a targeted amount of 1.6 million shares is contingent on meeting certain performance conditions. The number of shares tied to market conditions that will ultimately be issued can range from zero to approximately 0.9 million based on the achievement levels. The number of shares tied to performance conditions that will ultimately be issued can range from zero to approximately 3.9 million based on the achievement levels. During the three-month period ended June 26, 2026, 1.4 million shares vested in connection with the awards with market and performance conditions granted in fiscal year 2024.

As of June 26, 2026, total unrecognized compensation expense related to unvested RSU awards under the 2017 Plan was \$350 million and will be recognized over a weighted-average remaining vesting period of 2.2 years.

Warrant

On August 15, 2025, the Company issued the Warrant ("the Warrant") to Amazon.com NV Investment Holdings LLC ("Warrantholder"), a wholly-owned subsidiary of Amazon.com, Inc. ("Parent") to purchase up to an aggregate of 3,859,851 Warrant Shares ("Warrant Shares") at an exercise price of \$51.29 per share, which is the preceding 30 trading days Volume-Weighted Average Price. The Warrant allows for cashless exercise and expires on August 15, 2030; however, if there are unexercised Warrant Shares as of the expiration date, and the Company and Warrantholder maintain a continued commercial relationship, the Company shall negotiate in good faith with Warrantholder to agree to issue to Warrantholder a new two-year warrant as of the expiration date that provides the same exercise price and other terms for vested and unexercised Warrant Shares, that also takes into account the commercial relationship in effect at such time. The Warrant Shares are subject to vesting based on qualifying payments (as defined in the Warrant) for the purchase of all products and services by or on behalf of Parent and its affiliates over the term of the Warrant. Upon the consummation of an acquisition transaction (as defined in the related transaction agreement), which may include a distribution to shareholders, subject to a specified condition, the unvested portion of the Warrant will vest in part or in full. So long as the Warrant is unexercised, the Warrant does not entitle Warrant holder to any voting rights or any other shareholder rights. The exercise price and the number of Warrant Shares are subject to customary anti-dilution adjustments. The expense associated with the Warrant Shares will be recorded as a deduction to revenue as the customer purchases products and services over the vesting period.

The estimated fair value of the Warrant was determined as of the issuance date, using the Black-Scholes option pricing model. The following assumptions were used in the model:

	As of August 15, 2025
Expected volatility	45.8 %
Expected dividend yield	— %
Expected life	7 years
Risk-free interest rate	4.0 %

The calculated fair value of each Warrant Share at the issuance date was \$25.47. The Company recorded charges of \$3 million during the three-month period ended June 26, 2026. As of the quarter ended June 26, 2026, 0.1 million Warrant Shares have vested and are exercisable.

5. EARNINGS PER SHARE

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

	Three-Month Periods Ended	
	June 26, 2026	June 27, 2025
	(In millions, except per share amounts)	
Numerator:		
Net income	\$ 285	\$ 192
Denominator:		
Weighted-average ordinary shares outstanding - basic	366	374
Weighted-average ordinary share equivalents from RSU awards (1)	8	7
Weighted-average ordinary shares and ordinary share equivalents outstanding - diluted	374	381
Earnings per share:		
Basic	\$ 0.78	\$ 0.51
Diluted	\$ 0.76	\$ 0.50

- (1) An immaterial amount of RSU awards for both the three-month periods ended June 26, 2026 and June 27, 2025, respectively, were excluded from the computation of diluted earnings per share due to their anti-dilutive impact on the weighted-average ordinary share equivalents.

6. BANK BORROWINGS AND LONG-TERM DEBT

Bank borrowings and long-term debt as of June 26, 2026 and March 31, 2026 are as follows:

	Maturity Date	As of June 26, 2026	As of March 31, 2026
		(In millions)	
6.000% Notes (1)	January 2028	\$ 399	\$ 398
4.875% Notes (1)	June 2029	654	654
4.875% Notes (1)	May 2030	670	671
5.250% Notes (1)	January 2032	651	651
5.375% Notes (1)	November 2035	598	598
Senior Term Loan (3)	November 2027	1,450	—
Delayed Draw Term Loan	December 2027	500	500
3.600% HUF Bonds (2)	December 2031	318	296
Debt issuance costs		(21)	(17)
		5,219	3,751
Current portion, net of debt issuance costs		—	—
Non-current portion		\$ 5,219	\$ 3,751

- (1) The notes are carried at the principal amount of each note less any unamortized discount and unamortized debt issuance costs and inclusive of any unamortized premium. The notes are the Company's senior unsecured obligations and rank equally with all other existing and future senior unsecured debt obligations.
- (2) The bonds mature in December 2031 with annual payments equal to 10% of the original principal amount thereof on each of the seventh, eighth, and ninth anniversaries of the bonds, with the remaining 70% due upon maturity.
- (3) In May 2026, the Company entered into a senior term loan agreement.

The weighted-average interest rate for the Company's long-term debt was 4.8% and 4.9% as of June 26, 2026 and March 31, 2026, respectively.

Scheduled repayments of the Company's bank borrowings and long-term debt as of June 26, 2026 are as follows:

Fiscal Year Ending March 31,	Amount
	(In millions)
2027	\$ —
2028	2,349
2029	32
2030	685
2031	701
Thereafter	1,473
Total	\$ 5,240

Senior Term Loan due November 2027

In April 2026, the Company entered into a \$1.45 billion loan agreement to finance the acquisition of Electrical Power Products, Inc. This loan was syndicated in May 2026, with \$1.38 billion of the debt being transferred to new lenders. This transfer is accounted for as a debt extinguishment and so is presented as additional borrowings and repayments in the condensed consolidated statements of cash flows. Interest is based on Term SOFR plus an applicable credit spread determined by Flex's credit rating. The term loan matures on November 29, 2027.

7. INTEREST EXPENSE AND INTEREST INCOME

Interest expense and interest income for the three-month periods ended June 26, 2026 and June 27, 2025 are composed of the following:

	Three-Month Periods Ended	
	June 26, 2026	June 27, 2025
	(In millions)	
Interest expenses on debt obligations	\$ 57	\$ 45
AR sale program related expenses	3	6
Interest income	(13)	(13)

8. FINANCIAL INSTRUMENTS

Foreign Currency Contracts

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

As of June 26, 2026, the aggregate notional amount of the Company's outstanding foreign currency derivative contracts was \$8.2 billion as summarized below:

Currency	Notional Contract Value in USD	
	Buy	Sell
	(In millions)	
Cash Flow Hedges		
MXN	\$ 675	\$ —
HUF	448	—
CNY	460	—
MYR	215	9
Other	322	—
	2,120	9
Other Foreign Currency Contracts		
CNY	794	487
EUR	708	665
MXN	501	372
MYR	279	109
JPY	7	274
BRL	—	252
Other	932	655
	3,221	2,814
Total Notional Contract Value in USD	\$ 5,341	\$ 2,823

As of June 26, 2026, the fair value of the Company's short-term foreign currency contracts was included in other current assets or other current liabilities, as applicable, in the condensed consolidated balance sheets. Certain of these contracts are designed to economically hedge the Company's exposure to monetary assets and liabilities denominated in a non-functional currency and are not accounted for as hedges under the accounting standards. Accordingly, changes in the fair value of these instruments are recognized in earnings during the period of change as a component of other charges (income), net in the condensed consolidated statements of operations. The Company also has included net deferred gains and losses in accumulated other comprehensive loss, a component of shareholders' equity in the condensed consolidated balance sheets, relating to changes in fair value of its foreign currency contracts that are accounted for as cash flow hedges. Deferred gains were \$27

million as of June 26, 2026 and are expected to be recognized primarily as a component of cost of sales in the condensed consolidated statements of operations over the next twelve-month period, except for gains attributable to changes in fair value of the USD HUF cross currency swaps, which are discussed below.

The Company entered into USD HUF cross currency swaps in December 2021 to hedge the foreign currency risk on the HUF bonds due December 2031, and the fair value of the cross currency swaps was included in other current assets and other non-current liabilities as of June 26, 2026 and March 31, 2026, respectively. The changes in fair value of the USD HUF cross currency swaps are reported in accumulated other comprehensive loss. In addition, corresponding amounts are reclassified out of accumulated other comprehensive loss to other charges (income), net to offset the remeasurement of the underlying HUF bond principal, which also impacts the same line.

The following table presents the fair value of the Company's derivative instruments utilized for foreign currency risk management purposes at June 26, 2026 and March 31, 2026:

		Fair Values of Derivative Instruments					
		Asset Derivatives			Liability Derivatives		
		Fair Value				Fair Value	
Balance Sheet Location		June 26, 2026	March 31, 2026	Balance Sheet Location		June 26, 2026	March 31, 2026
(In millions)							
Derivatives designated as hedging instruments							
Foreign currency contracts	Other current assets	\$ 33	\$ 39	Other current liabilities	\$ (22)	\$ (18)	
Foreign currency contracts	Other non-current assets	27	—	Other non-current liabilities	—		(29)
Derivatives not designated as hedging instruments							
Foreign currency contracts	Other current assets	\$ 24	\$ 15	Other current liabilities	\$ (30)	\$ (27)	

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

9. ACCUMULATED OTHER COMPREHENSIVE LOSS

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

Three-Month Periods Ended						
June 26, 2026			June 27, 2025			
Unrealized gain (loss) on derivative instruments and other	Foreign currency translation adjustments	Total	Unrealized gain (loss) on derivative instruments and other	Foreign currency translation adjustments	Total	
(In millions)						
Beginning balance	\$ (15)	\$ (152)	\$ (167)	\$ (19)	\$ (205)	\$ (224)
Other comprehensive gain (loss) before reclassifications	77	(16)	61	57	69	126
Net (gain) loss reclassified from accumulated other comprehensive loss	(45)	1	(44)	(18)	—	(18)
Net current-period other comprehensive gain (loss)	32	(15)	17	39	69	108
Ending balance	\$ 17	\$ (167)	\$ (150)	\$ 20	\$ (136)	\$ (116)

Substantially all unrealized gains and losses relating to derivative instruments and other, reclassified from accumulated other comprehensive loss for the three-month period ended June 26, 2026 were reclassified out of accumulated other comprehensive

loss to other charges (income), net and cost of sales in the condensed consolidated statements of operations, which primarily relate to the Company's foreign currency contracts accounted for as cash flow hedges. The tax impacts on the changes in accumulated other comprehensive loss for the three-month periods ended June 26, 2026 and June 27, 2025 were \$1 million and \$(11) million, respectively.

10. TRADE RECEIVABLES SALES PROGRAMS

The Company sells accounts receivables to certain third-party banking institutions under factoring programs. The outstanding balance of receivables sold and not yet collected on accounts where the Company has continuing involvement was \$0.6 billion and \$0.5 billion as of June 26, 2026 and March 31, 2026. For the three-month periods ended June 26, 2026 and June 27, 2025, total accounts receivable sold to certain third-party banking institutions was \$0.6 billion and \$0.9 billion, respectively. The receivables that were sold were removed from the condensed consolidated balance sheets and the cash received was included as cash provided by operating activities in the condensed consolidated statements of cash flows.

11. FAIR VALUE MEASUREMENT OF ASSETS AND LIABILITIES

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

Level 1 - Applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

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

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

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

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

The Company accrued for contingent consideration related to an acquisition in fiscal year 2025, classified as a level 3 measurement in the fair value hierarchy due to significant unobservable inputs. Fair value is determined using internal cash flow models that incorporate unobservable inputs, including the probability of achieving performance milestones. During the three months ended June 26, 2026, the Company fully released the remaining \$2 million contingent consideration liability. Accordingly, the contingent consideration liability was zero and \$2 million, as of June 26, 2026 and March 31, 2026 respectively.

The significant inputs include the Company's probability assessments of expected future revenue during the earn-out periods, associated volatility, and a discount rate reflecting uncertainties in the obligation consistent with the terms of the purchase agreement. Significant changes in expected revenues or in the discount rate and volatility assumptions used would impact fair value estimates. The interrelationship between these inputs is not considered significant.

During the three-month periods ended June 26, 2026 and June 27, 2025, there were no other additions to the accrual, payments, fair value adjustments, or unrealized gains or losses included in earnings.

The Company has deferred compensation plans for its officers and certain other employees. Amounts deferred under the plans are invested in hypothetical investments selected by the participant or the participant's investment manager. The Company's deferred compensation plan assets are included in other non-current assets on the consolidated balance sheets and include money market funds, mutual funds, corporate and government bonds and certain convertible securities that are valued using prices obtained from various pricing sources. These sources price these investments using certain market indices and the performance of these investments in relation to these indices. As a result, the Company has classified these investments as either level 1 or level 2, dependent on the valuation inputs, within the fair value hierarchy.

Financial Instruments Measured at Fair Value on a Recurring Basis

The following table presents the Company's assets and liabilities measured at fair value on a recurring basis as of June 26, 2026 and March 31, 2026:

	Fair Value Measurements as of June 26, 2026				
	Level 1	Level 2	Level 3	Total	
	(In millions)				
Assets:					
Money market funds and time deposits (included in cash and cash equivalents of the condensed consolidated balance sheet)	\$	—	\$ 2,176	\$	2,176
Foreign currency contracts (Note 8)		—	84	—	84
Deferred compensation plan assets:					
Mutual funds, money market accounts and equity securities		40	13	—	53
Liabilities:					
Foreign currency contracts (Note 8)	\$	—	\$ (52)	\$	(52)
Contingent consideration in connection with business acquisitions		—	—	—	—

	Fair Value Measurements as of March 31, 2026			
	Level 1	Level 2	Level 3	Total
	(In millions)			
Assets:				
Money market funds and time deposits (included in cash and cash equivalents of the condensed consolidated balance sheet)	\$ —	\$ 1,644	\$ —	\$ 1,644
Foreign currency contracts (Note 8)	—	55	—	55
Deferred compensation plan assets:				
Mutual funds, money market accounts and equity securities	35	13	—	48
Liabilities:				
Foreign currency contracts (Note 8)	\$ —	\$ (73)	\$ —	\$ (73)
Contingent consideration in connection with business acquisitions	—	—	(2)	(2)

Other financial instruments

The following table presents the Company's major debts not carried at fair value as of June 26, 2026 and March 31, 2026:

	As of June 26, 2026		As of March 31, 2026		Fair Value Hierarchy
	Carrying Amount	Fair Value	Carrying Amount	Fair Value	
	(In millions)				
6.000% Notes due January 2028	\$ 399	\$ 406	\$ 398	\$ 406	Level 1
4.875% Notes due June 2029	654	655	654	655	Level 1
4.875% Notes due May 2030	670	670	671	669	Level 1
5.250% Notes due January 2032	651	653	651	651	Level 1
5.375% Notes due November 2035	598	591	598	585	Level 1
Senior Term Loan due November 2027	1,450	1,452	—	—	Level 1
Delayed Draw Term Loan due December 2027	500	500	500	500	Level 1
3.600% HUF Bonds due December 2031	318	254	296	237	Level 2

The Notes due January 2028, June 2029, May 2030, January 2032, and November 2035 are valued based on broker trading prices in active markets. The Term Loan due December 2027 bears interest at variable interest rates; therefore, as of June 26, 2026, the carrying amount approximates fair value. HUF Bonds are valued based on the broker trading prices in an inactive market. The Senior Term loan due November 2027 bears interest at variable interest rates.

12. BUSINESS ACQUISITIONS & DISPOSITIONS

On May 1, 2026, the Company completed the acquisition of 100% ownership of Electrical Power Products, Inc. ("EPP"), a U.S. leader in critical power solutions for a total estimated purchase consideration of \$1.2 billion in cash. The allocation of the purchase price to tangible and identifiable intangible assets acquired and liabilities assumed is based on their estimated fair values as of the date of acquisition. The business is included in the CPI segment. Additional information which existed as of the acquisition date, may become known to the Company during the remainder of the measurement period, a period which is not to exceed 12 months from the date of the acquisition. Changes to amounts recorded as assets and liabilities may result in a corresponding adjustment to goodwill during the measurement period.

The following represents the Company's initial allocation of the total purchase price to the acquired assets and liabilities of the acquired business (in millions):

	Amount (\$M)
ASSETS	
Current Assets:	
Cash	\$ 23
Accounts receivable	69
Inventory	99
Contract assets	62
Other current assets	5
Total current assets	258
Operating lease right-of-use assets, net	1
Property and equipment	44
Intangible assets	478
Goodwill	473
Total assets	\$ 1,254
LIABILITIES AND PURCHASE CONSIDERATION	
Current Liabilities:	
Accounts payable	\$ 10
Deferred revenue	36
Accrued liabilities	11
Operating lease liabilities	1
Other current liabilities	9
Total liabilities	67
Total purchase consideration	\$ 1,187

The following represents the Company's initial allocation of intangible assets identified in the purchase price allocation of the acquired business (in millions):

	Amount (\$M)	Estimated Useful Life
Identifiable Intangible Assets		
Trade Names	\$ 132	15 years
Know-How	46	10 years
Backlog	44	2 years
Customer Relationships	256	20 years
Total	\$ 478	

Pro-forma results of operations have not been presented because the acquisition was not material to the Company's condensed consolidated financial results for the period presented.

Fiscal Year 2027 Divestitures

During the first quarter of fiscal year 2027, the Company sold a non-strategic North American business that was reported in its RMS segment. Gross cash sale proceeds of \$90 million were received, generating a gain on sale of \$46 million. The gain on sale is reported in other charges (income), net in the condensed consolidated statement of operations. Derecognized assets included \$6 million of goodwill allocated on a relative fair value basis from the Automotive reporting unit.

13. COMMITMENTS AND CONTINGENCIES

Litigation and other legal matters

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

One of the Company's Brazilian subsidiaries received six assessments for certain sales and import taxes. Four of the assessments have been successfully definitively defeated. The Company was unsuccessful at the administrative level in two of the remaining assessments and filed annulment actions in federal court in Brasilia, Brazil. The first annulment action was filed on March 23, 2020; the updated value of that assessment inclusive of interest and penalties is 37 million Brazilian reais (approximately USD \$7 million). The Brazilian court ruled in favor of the Company on the first annulment action on March 7, 2025 and the assessment obligation has been canceled, although it remains subject to appeal. The second annulment action was filed on September 19, 2023; the updated value of that assessment inclusive of interest and penalties is 60 million Brazilian reais (approximately USD \$12 million). The Company is still awaiting a resolution of the second annulment action. The Company believes that it has meritorious defenses to these assessments and will continue to vigorously oppose them, as well as any future assessments. The Company does not expect final judicial determination on the remaining assessments and annulment actions in the near future.

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

14. SHARE REPURCHASES

During the three-month period ended June 26, 2026, the Company made no share repurchases.

Under the Company's current share repurchase program, the Board of Directors authorized repurchases of its outstanding ordinary shares for up to \$1.7 billion in accordance with the share repurchase mandate approved by the Company's shareholders at the most recent Annual General Meeting held on August 6, 2025. As of June 26, 2026, shares in the aggregate amount of \$1.1 billion were available to be repurchased under the current plan.

15. SEGMENT REPORTING

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

An operating segment's performance is evaluated based on its pre-tax operating contribution, or segment income. Segment income is defined as net sales less cost of sales, and segment selling, general and administrative expenses, and does not include amortization of intangibles, stock-based compensation, certain restructuring and impairment charges, customer related asset impairment, legal and other, interest expense, interest income, other charges (income), net, and equity in earnings of unconsolidated affiliates. A portion of depreciation is allocated to the respective segments, together with other general corporate, research and development and administrative expenses.

The Company's Chief Executive Officer is our Chief Operating Decision Maker ("CODM") who compares actual segment income to budgeted financial performance in evaluating how we allocate resources, assess performance and make strategic and operational decisions.

Selected financial information by segment for the three-month periods ended June 26, 2026 and June 27, 2025 are in the tables below: Historical information for the three-month period ended June 27, 2025 has been recast to reflect the operating and reportable segments in the table below and in Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	ITS	RMS	CPI	Total
Three-Months Ended June 26, 2026	(In millions)			
Net Sales	\$ 3,056	\$ 2,670	\$ 2,202	\$ 7,928
Segment Cost of Sales Total	(2,831)	(2,403)	(1,928)	
Segment selling, general and administrative expenses	(67)	(91)	(60)	
Segment income	\$ 158	\$ 176	\$ 214	\$ 548
Reconciling items:				
Corporate & other				\$ 14
Intangible amortization				23
Stock-based compensation				51
Restructuring and impairment charges (1)				1
Legal and other (2)				67
Interest expenses				60
Interest income				13
Other charges (income), net				(37)
Equity in earnings (losses) of unconsolidated affiliates				(5)
Income before income taxes				\$ 377

- (1) Certain restructuring charges of \$1 million are excluded from the reconciling amount of \$1 million as they are included within segment income.
- (2) Legal and other consists of costs not directly related to core business results and including matters relating to commercial disputes, government regulatory and compliance, intellectual property, antitrust, tax, employment or shareholder issues, product liability claims, impairments and other costs such as acquisition and portfolio optimization related costs. For the three month period ended June 26, 2026, legal and other included \$53 million of costs associated with the intended spin-off of the CPI business and \$14 million of costs related to business acquisitions.

	ITS	RMS	CPI	Total
Three-Months Ended June 27, 2025	(In millions)			
Net Sales	\$ 2,558	\$ 2,391	\$ 1,626	\$ 6,575
Segment Cost of Sales Total	(2,363)	(2,182)	(1,428)	
Segment selling, general and administrative expenses	(64)	(83)	(43)	
Segment income	\$ 131	\$ 126	\$ 155	\$ 412
Reconciling items:				
Corporate & other				\$ 17
Intangible amortization				21
Stock-based compensation				34
Restructuring charges				23
Legal and other (1)				6
Interest expenses				51
Interest income				13
Other charges (income), net				7
Equity in earnings (losses) of unconsolidated affiliates				(20)
Income before income taxes				\$ 246

- (1) Legal and other consists of costs not directly related to core business results and including matters relating to commercial disputes, government regulatory and compliance, intellectual property, antitrust, tax, employment or shareholder issues, product liability claims and other issues on a global basis as well as acquisition and portfolio optimization related costs and asset impairments. During the first quarter of fiscal year 2026, legal costs were primarily related to costs from acquisitions occurring in fiscal year 2025 and the first quarter of fiscal year 2026.

Corporate and Other primarily includes corporate service costs that are not included in the CODM's assessment of the performance of each of the identified reportable segments.

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

Property and equipment on a segment basis is not separately identified and is not internally reported by segment to the Company's CODM as described above.

Total depreciation expense, including amounts allocated to the reportable segments and Corporate and Other for the three-month periods ended June 26, 2026 and June 27, 2025 are as follows:

	Three-Month Periods Ended	
	June 26, 2026	June 27, 2025
	(In millions)	
Depreciation expense:		
Integrated Technology Solutions	\$ 36	\$ 44
Regulated Manufacturing Solutions	56	54
Cloud and Power Infrastructure	21	14
Corporate and Other	3	3
Total depreciation expense	<u>\$ 116</u>	<u>\$ 115</u>

16. RESTRUCTURING CHARGES

The Company continued to improve operational efficiencies through targeted restructuring activities during the first quarter of fiscal year 2027. During the three-month periods ended June 26, 2026, the Company recognized \$2 million of restructuring and impairment charges, of which \$1 million related to employee severance and \$1 million for impairment.

The following table summarizes the provisions, respective payments, and remaining accrued balance for restructuring charges incurred as of June 26, 2026:

	Severance (In millions)
Balance as of March 31, 2026	\$ 63
Provision for net charges incurred	1
Cash payments	(22)
Non-cash reductions	—
Balance as of June 26, 2026	42
Less: Current portion (classified as other current liabilities)	42
Accrued restructuring costs, net of current portion (classified as other non-current liabilities)	<u><u>\$ —</u></u>

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

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

This report on Form 10-Q contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. The words "expects," "anticipates," "believes," "intends," "plans" and similar expressions identify forward-looking statements. In addition, any statements which refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. We undertake no obligation to publicly disclose any revisions to these forward-looking statements to reflect events or circumstances occurring subsequent to filing this Form 10-Q with the Securities and Exchange Commission, except as required by law. These forward-looking statements are subject to risks and uncertainties, including, without limitation, those risks and uncertainties discussed in this section, as well as any risks and uncertainties discussed in Part I, Item 1A, "Risk Factors" and in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2026. In addition, new risks emerge from time to time and it is not possible for management to predict all such risk factors or to assess the impact of such risk factors on our business. Accordingly, our future results may differ materially from historical results or from those discussed or implied by these forward-looking statements. Given these risks and uncertainties, the reader should not place undue reliance on these forward-looking statements.

OVERVIEW

We are the advanced, end-to-end manufacturing partner of choice that helps a diverse customer base design, build, deliver and manage innovative products that improve the world. Through the collective strength of a global workforce across approximately 30 countries with responsible, sustainable operations, we deliver technology innovation, supply chain, and manufacturing solutions to diverse industries and end markets. Our full suite of specialized capabilities includes design and engineering, supply chain, manufacturing, and integrated services, plus a portfolio of power and cooling products. Over time, we have built differentiated scale and expertise across both technology-driven and regulated markets, enabling us to support customers with increasingly complex product, infrastructure, and compliance requirements. We partner with customers across a diverse set of industries including data center, healthcare, industrial, automotive, communications, and lifestyle. As of June 26, 2026, our three operating and reportable segments were as follows:

- Integrated Technology Solutions ("ITS"), which is comprised of the following end markets:
 - *Communications*, high speed networking, enterprise, and satellite communications systems
 - *Lifestyle*, premium products across commercial, home and personal product categories
- Regulated Manufacturing Solutions ("RMS"), which is comprised of the following end markets:
 - *Industrial*, mission-critical automation, energy, and industrial infrastructure
 - *Automotive*, compute and power electronic platforms, and integrated systems
 - *Healthcare*, regulated manufacturing for medical devices, drug delivery and equipment
- Cloud and Power Infrastructure ("CPI"), which is comprised of the following end markets:
 - *Cloud and Cooling*, integrated compute systems supporting power-dense digital infrastructure deployments, and advanced liquid cooling solutions supporting higher-density, power-intensive rack architectures
 - *Power*, utility and facility-level electrical infrastructure enabling reliable, scalable power delivery and high-density rack and board-level power systems supporting power-intensive compute workloads

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

In today's business landscape, we are witnessing greater product diversification by many companies, primarily in the technology sector, along with increased product complexity. These companies now require unique and customized manufacturing and supply chain solutions that meet their evolving requirements.

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

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

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

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

Russian Invasion of Ukraine and Middle East Conflicts

We continue to monitor and respond to the conflict in Ukraine and the associated sanctions and other restrictions. We also are monitoring and responding to the Israel-Hamas conflict and recent U.S. and Israel military operations in Iran. The full impact of these conflicts on our business operations and financial performance remains uncertain and will depend on future developments, including the severity and duration of the conflicts and their impact on regional and global economic conditions. We will continue to monitor the conflicts and assess the related restrictions and other effects and pursue prudent decisions for our team members, customers, and business.

During the fiscal year ended March 31, 2026, we recognized \$51 million in asset impairments, inventory write-downs and other charges as a result of a missile strike on our Mukachevo, Ukraine facility in Western Ukraine on August 21, 2025. The missile strike represents an unusual and infrequent event as hostilities related to the Russian invasion of Ukraine have been primarily focused in Eastern Ukraine. The missile strike caused substantial physical damage and disrupted normal operations at the facility. In response, we activated contingency manufacturing plans and transitioned production to alternative facilities. As restoration activities progress in Mukachevo, we expect to incur additional immaterial near-term inefficiencies. For further information, refer to Item 1A, "Risk Factors - *Global economic conditions and geopolitical uncertainty have in the past adversely affected, and could in the future adversely affect, our business, results of operations, financial condition, and access to capital markets.*" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2026.

Tariffs

The U.S. tariffs initially announced in April 2025, which continue to evolve, and other countries' potential retaliatory tariffs and import/export restrictions may materially increase our product input costs and negatively affect global economic conditions, contracting customer demand. As a contract manufacturer, we expect to recover the cost of tariffs by passing tariff costs to our customers which would increase net sales, decrease operating income margins, and negatively affect operating cash flow timing as we recover paid tariffs from our customers. During the quarter ended June 26, 2026, tariff costs paid and recoveries from our customers impacted our revenues and costs of goods by approximately one percent and had a negligible impact on our profitability. If, in the future, we are no longer able to fully pass through these tariffs, our results from operations and cash flows would be negatively impacted. On February 20, 2026, the U.S. Supreme Court struck down tariffs imposed under the International Emergency Economic Powers Act ("IEEPA") and on April 20, 2026 the U.S. government opened a system to facilitate refunds for IEEPA tariffs paid. We have requested and received a portion of our requested IEEPA tariff refunds and do not expect refunds received will have a material effect on our financial performance. We will continue to monitor changes in global trade policy and employ measures to mitigate the impact of tariffs and leverage competitive opportunities. However, despite these efforts, the Company may not be able to fully mitigate the impact of changes in trade policies. For further information, refer to Item 1A, "Risk Factors - *Tariffs, trade restrictions, export controls, and changes in trade policy, including heightened trade volatility and uncertainty regarding trade agreements, have in the past adversely affected, and could in the future adversely affect, our business, results of operations, and financial condition*" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2026.

Memory Pricing Environment

During the first quarter of fiscal 2027, market prices for memory components, including DRAM and NAND products, remained elevated as industry supply continued to be constrained by strong demand from AI and data center applications. The Company generally expects to pass through increases in memory costs to its customers, where contractual mechanisms permit recovery of component cost increases, however, sustained increases in memory pricing could continue to favorably impact net sales, while unfavorably impacting our gross profit percentage and increasing inventory balances and working capital requirements.

Business Overview

We are one of the world's largest providers of global supply chain solutions, with revenues of \$7.9 billion for the three-month period ended June 26, 2026 and \$27.9 billion in the fiscal year ended March 31, 2026. We have established an extensive network of manufacturing facilities in the world's major markets (Asia, the Americas, and Europe) to serve the outsourcing needs of both multinational and regional customers. We design, build, ship, and service consumer and enterprise products for our customers through a network of more than 100 facilities across approximately 30 countries on four continents. The following tables set forth the relative percentages and dollar amounts of net sales by region and by country, and net property and equipment by country, based on the location of our manufacturing sites:

	Three-Month Periods Ended				
	June 26, 2026		June 27, 2025		
	(In millions)				
<u>Net sales by region:</u>					
Americas	\$	4,171	53 %	\$	3,364 51 %
Asia		2,343	30 %		1,870 28 %
Europe		1,414	17 %		1,341 21 %
	\$	<u>7,928</u>		\$	<u>6,575</u>
<u>Net sales by country:</u>					
Mexico	\$	2,201	28 %	\$	1,709 26 %
U.S.		1,489	19 %		1,283 20 %
China		1,118	14 %		1,072 16 %
Malaysia		951	12 %		597 9 %
Brazil		460	6 %		354 5 %
Hungary		294	4 %		346 5 %
Other		1,415	17 %		1,214 19 %
	\$	<u>7,928</u>		\$	<u>6,575</u>
	As of			As of	
	June 26, 2026			March 31, 2026	
<u>Property and equipment, net:</u>					
(In millions)					
Mexico	\$	970	37 %	\$	891 36 %
U.S.		485	18 %		443 18 %
China		300	11 %		306 12 %
Malaysia		215	8 %		191 8 %
Hungary		167	6 %		165 7 %
Brazil		78	3 %		79 3 %
Other		440	17 %		430 16 %
	\$	<u>2,655</u>		\$	<u>2,505</u>

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

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

- global economic conditions, including inflationary pressures, currency volatility, stagflation, slower economic growth or recession, high or rising interest rates, trade conflicts, tariffs, geopolitical uncertainty and instability in financial markets;
- the mix of the manufacturing services we are providing, the number, size, and complexity of new manufacturing programs, the degree to which we utilize our manufacturing capacity, seasonal demand, and other factors;

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

We are also subject to other risks as outlined in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended March 31, 2026.

CRITICAL ACCOUNTING ESTIMATES

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

Refer to the accounting policies under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2026, where we discuss our more significant judgments and estimates used in the preparation of the condensed consolidated financial statements.

RESULTS OF OPERATIONS

The following table sets forth, for the periods indicated, certain statements of operations data expressed as a percentage of net sales (amounts may not sum due to rounding). The financial information and the discussion below should be read together with the condensed consolidated financial statements and notes thereto included in this document. In addition, reference should be made to our audited consolidated financial statements and notes thereto and related Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the fiscal year ended March 31, 2026.

	Three-Month Periods Ended	
	June 26, 2026	June 27, 2025
Net sales	100.0 %	100.0 %
Cost of sales	90.5	91.1
Restructuring charges	0.1	0.2
Gross profit	9.4	8.7
Selling, general and administrative expenses	4.2	3.5
Restructuring and impairment charges (reversal)	—	0.1
Intangible amortization	0.3	0.4
Operating income	4.9	4.7
Interest expense	0.7	0.8
Interest income	0.2	0.2
Other charges (income), net	(0.5)	0.1
Equity in earnings (losses) of unconsolidated affiliates	(0.1)	(0.3)
Income before income taxes	4.8	3.7
Provision for income taxes	1.2	0.8
Net income	3.6 %	2.9 %

Net sales

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

	Three-Month Periods Ended			
	June 26, 2026		June 27, 2025	
	(In millions)			
Net sales:				
Integrated Technology Solutions	\$	3,056	38 %	\$ 2,558 39 %
Regulated Manufacturing Solutions		2,670	34 %	2,391 36 %
Cloud and Power Infrastructure		2,202	28 %	1,626 25 %
	\$	7,928		\$ 6,575

Net sales during the three-month period ended June 26, 2026 totaled \$7.9 billion, representing an increase of \$1.4 billion, or 21% from \$6.6 billion during the three-month period ended June 27, 2025. Net sales for our ITS segment increased \$0.5 billion, or 20% from the three-month period ended June 27, 2025, primarily driven by strong growth in the Communications business due to increased demand and increased memory pricing in both Communications and our Lifestyle businesses. Net sales for our RMS segment increased \$0.3 billion, or 12% from the three-month period ended June 27, 2025, which was primarily driven by strong growth in Industrial. Net sales for our CPI segment increased \$0.6 billion, or 35% from the three-month period ended June 27, 2025, which was driven by strong growth in Power, which includes contributions from the recent EPP acquisition combined with growth in Cloud and Cooling due to increased demand. Net sales increased \$0.8 billion in the Americas, \$0.5 billion in Asia, and \$0.1 billion in Europe for a total increase of \$1.4 billion.

Our ten largest customers during both the three-month periods ended June 26, 2026 and June 27, 2025 accounted for approximately 49% and 48% of net sales. A significant customer accounted for 12% of net sales during the first quarter of fiscal year 2027 with the majority of this revenue being reported in our CPI segment. No other customer accounted for more than 10% of net sales during the three-month periods ended June 26, 2026 or June 27, 2025.

Cost of sales

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

Cost of sales during the three-month period ended June 26, 2026 totaled \$7.2 billion, representing an increase of \$1.2 billion, or 20% from \$6.0 billion during the three-month period ended June 27, 2025. The higher cost of sales for the three-month period ended June 26, 2026 was primarily driven by a \$1.4 billion, or 21%, increase in consolidated sales. Cost of sales in our ITS segment for the three-month period ended June 26, 2026 increased by 20% from the three-month period ended June 27, 2025, in line with revenue growth. Cost of sales in our RMS segment for the three-month period ended June 26, 2026 increased by 10% from the three-month period ended June 27, 2025, primarily driven by revenue growth of 12%, partially offset by favorable mix and cost efficiencies. Cost of sales in our CPI segment for the three-month period ended June 26, 2026 increased by 35% from the three-month period ended June 27, 2025, in line with revenue growth for the segment.

Gross profit

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

Gross profit during the three-month period ended June 26, 2026 increased \$0.2 billion to \$0.7 billion, or 9.4% of net sales, from \$0.6 billion, or 8.7% of net sales, during the three-month period ended June 27, 2025. Gross margin improved 70 basis points year over year primarily due to revenue growth, favorable mix and continued operational execution.

Segment income

An operating segment's performance is evaluated based on its pre-tax operating contribution, or segment income. Segment income is defined as net sales less cost of sales, and segment selling, general and administrative expenses, and does not include amortization of intangibles, stock-based compensation, certain restructuring and impairment charges, customer related asset impairment, legal and other, interest expense, interest income, other charges (income), net, and equity in earnings of unconsolidated affiliates. A portion of depreciation is allocated to the respective segments, together with other general corporate, research and development and administrative expenses.

The Company's Chief Executive Officer is our Chief Operating Decision Maker ("CODM") who compares actual segment income to budgeted financial performance in evaluating how we allocate resources, assess performance and make strategic and operational decisions.

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

	Three-Month Periods Ended				
	June 26, 2026		June 27, 2025		
	(In millions)				
Segment income:					
Integrated Technology Solutions	\$	158	5.2 %	\$	131 5.1 %
Regulated Manufacturing Solutions		176	6.6 %		126 5.3 %
Cloud and Power Infrastructure		214	9.7 %		155 9.5 %

ITS segment margin increased 10 basis points to 5.2% for the three-month period ended June 26, 2026, compared to 5.1% for the three-month period ended June 27, 2025, primarily driven by growth in Communications from increased demand with higher margins partially offset by the impact of lower margins due to memory price increases.

RMS segment margin increased 130 basis points to 6.6% for the three-month period ended June 26, 2026, compared to 5.3% for the three-month period ended June 27, 2025, primarily due to favorable mix in Industrial and Automotive.

CPI segment margin increased 20 basis points to 9.7% for the three-month period ended June 26, 2026, compared to 9.5% for the three-month period ended June 27, 2025, primarily due to growth and margin expansion in Power, offset by continued investments in the growth of the CPI businesses.

Restructuring and impairment charges

We undertook targeted restructuring activities to improve operational efficiencies by reducing excess workforce capacity. During the three-month period ended June 26, 2026, we reversed \$2 million of restructuring charges primarily related to updated estimates of employee severance.

Selling, general and administrative expenses

Selling, general and administrative expenses (“SG&A”) was \$0.3 billion, or 4.2% of net sales, during the three-month period ended June 26, 2026, increasing by \$101 million compared to the three-month period ended June 27, 2025. The increase was largely driven by \$53 million of costs associated with the intended spin-off of the CPI business, \$18 million of increases in stock based compensation and other cost increases in line with the growth of the business.

Intangible amortization

Amortization of intangible assets increased to \$23 million for the three-month period ended June 26, 2026, compared to \$21 million in the previous year due to increased amortization as the result of the EPP acquisition entered into during the period, partially offset by certain intangible assets being fully amortized during fiscal year 2026 and the first quarter of fiscal 2027.

Interest expense

Interest expense increased to \$60 million for the three-month period ended June 26, 2026, from \$51 million during the three-month period ended June 27, 2025, primarily due to debt issuances during the quarter.

Interest income

Interest income remained unchanged at \$13 million for the three-month period ended June 26, 2026 compared to \$13 million for the same period in fiscal year 2026.

Other charges (income), net

Other charges, net was \$(37) million during the three-month period ended June 26, 2026 compared to \$7 million during the three-month period ended June 27, 2025. The change was primarily due to the sale of a non-strategic North American business, generating a gain on sale of \$46 million. This was partially offset by losses related to foreign exchange.

Equity in earnings (losses) of unconsolidated affiliates

Equity in losses of unconsolidated affiliates was \$5 million during the three-month period ended June 26, 2026, compared to \$20 million in the three-month period ended June 27, 2025, primarily due to losses in certain equity method investments.

Income taxes

Certain of our subsidiaries, at various times, have been granted tax relief in their respective countries, resulting in lower income taxes than would otherwise be the case under ordinary tax rates. Refer to note 15, “Income Taxes” of the notes to the consolidated financial statements in our Annual Report on Form 10-K for the fiscal year ended March 31, 2026 for further discussion.

The consolidated effective tax rate was 24% for the three-month period ended June 26, 2026 and 22% for the three-month period ended June 27, 2025. The effective tax rate varies from the Singapore statutory rate of 17% as a result of recognition of earnings in different jurisdictions (we generate most of our revenues and profits from operations outside of Singapore), operating loss carryforwards, income tax credits, release of previously established valuation allowances for deferred tax assets, liabilities for uncertain tax positions, as well as the effects of certain tax holidays and incentives granted to our subsidiaries primarily in China, Costa Rica, Malaysia, the Netherlands and Israel. The effective tax rate for the three-month period ended June 26, 2026 was higher than the effective tax rate for the three-month period ended June 27, 2025 for a variety of reasons, primarily due to the changing jurisdictional mix of income as well as the additional tax expense recorded on the gain from a business disposition occurring during current period.

The OECD Pillar Two Global Anti-Base Erosion (“GloBE”) model rules, issued under the OECD Inclusive Framework on Base Erosion and Profit Shifting, introduce a global minimum tax of 15% applicable to multinational enterprise groups with consolidated financial statement revenue in excess of €750 million. As of June 26, 2026 the Company has reflected all estimated impacts of the Pillar Two GloBE minimum tax accordingly within its estimated annual effective tax rate for the year.

On July 4, 2025, The One Big Beautiful Bill Act (“OBBBA”) was enacted in the U.S. The OBBBA makes permanent various provisions of the Tax Cuts and Jobs Act which otherwise would have expired as well as makes significant modifications to the U.S. international tax framework. The Company does not expect a material impact to the consolidated financial statements from the OBBBA, however, the Company will continue to monitor developments and evaluate any potential future impacts.

Net income

Net income was \$285 million during the three-month period ended June 26, 2026, compared to \$192 million during the three-month period ended June 27, 2025, driven by the factors discussed above.

LIQUIDITY AND CAPITAL RESOURCES

We continuously evaluate our ability to meet our obligations over the next 12 months and beyond and proactively reset our capital structure to improve maturities and liquidity. We expect that our current financial condition, including our liquidity sources are adequate to fund current and future commitments. As of June 26, 2026, we had cash and cash equivalents of approximately \$2.8 billion, bank and other borrowings of approximately \$5.2 billion and a \$2.75 billion revolving credit facility under which we had no borrowings outstanding. As of June 26, 2026, we were in compliance with the covenants under all of our credit facilities and indentures; we also expect to remain in compliance with the covenants in the upcoming 12 months for our credit facilities and indentures.

Cash provided by operating activities was \$0.3 billion during the three-month period ended June 26, 2026, primarily driven by \$0.3 billion of net income for the period plus \$0.1 billion of non-cash charges such as depreciation and amortization, slightly offset by \$(0.1) billion of changes in working capital and other. Cash provided by operating activities for the three month period ended June 26, 2026 was negatively impacted by \$24 million of separation costs incurred in connection with the announced intention to spin-off of Flex's CPI segment.

We believe net working capital is a key metric that measures our liquidity. Net working capital is calculated as current assets less current liabilities. Net working capital increased \$0.7 billion to \$5.0 billion as of June 26, 2026, from \$4.3 billion as of March 31, 2026. The increase was primarily the result of a \$0.5 billion increase in cash and cash equivalents driven by the net increase from our senior term loan borrowings along with a \$0.6 billion increase in our inventory balance. Other movements in working capital include increases of \$0.4 billion in accounts receivable, \$0.3 billion in contract assets, and \$0.2 billion in other current assets (principally customer-controlled inventory), against increases of \$1.1 billion in accounts payable and \$0.3 billion in other current liabilities.

Net cash used in investing activities was \$1.3 billion during the three-month period ended June 26, 2026. This was primarily driven by \$1.1 billion paid for the EPP business acquisition during the period as well as \$0.2 billion of capital expenditures.

Cash provided by financing activities was \$1.5 billion during the three-month period ended June 26, 2026, which was primarily driven by \$1.5 billion of net proceeds from borrowing. Refer to Note 6 to the condensed, consolidated financial statements in Item 1, "Financial Statements" for additional details.

We believe free cash flow is an important liquidity metric because it measures, during a given period, the amount of cash generated that is available to repay debt obligations, make investments, fund acquisitions, repurchase company shares and for certain other activities. Our free cash flow is defined as cash from operations, less net purchases of property and equipment allowing us to present adjusted cash flows on a consistent basis for investors. Our free cash flow for the three-month periods ended June 26, 2026 and June 27, 2025 were an inflow of \$41 million and \$268 million during each period, respectively. Free cash flow is not a measure of liquidity under U.S. GAAP, and may not be defined and calculated by other companies in the same manner. Free cash flow should not be considered in isolation or as an alternative to net cash provided by operating activities. Free cash flows reconcile to the most directly comparable GAAP financial measure of cash flows from operations as follows:

	Three-Month Periods Ended	
	June 26, 2026	June 27, 2025
	(In millions)	
Net cash provided by operating activities	\$ 276	\$ 399
Purchases of property and equipment	(236)	(133)
Proceeds from the disposition of property and equipment	1	2
Free cash flow	\$ 41	\$ 268

Our cash balances are generated and held in numerous locations throughout the world. Liquidity is affected by many factors, some of which are based on normal ongoing operations of the business and some of which arise from fluctuations related to global economics and markets. Local government regulations may restrict our ability to move cash balances to meet cash needs under certain circumstances; however, any current restrictions are not material. We do not currently expect such regulations and restrictions to impact our ability to pay vendors and conduct operations throughout the global organization. We believe that our existing cash balances, together with anticipated cash flows from operations and borrowings available under our credit facilities, will be sufficient to fund our operations through at least the next twelve-month period. As of June 26, 2026 and March 31, 2026, approximately 29% and 62%, respectively, of our cash and cash equivalents were held by foreign subsidiaries outside of Singapore. Although substantially all of the amounts held outside of Singapore could be repatriated under current laws, a significant amount could be subject to income tax withholdings. We provide for tax liabilities on these amounts for financial statement purposes, except for certain of our foreign earnings that are considered indefinitely reinvested outside of Singapore (approximately \$0.9 billion as of March 31, 2026). Repatriation could result in an additional income tax payment; however, for the majority of our foreign entities, our intent is to permanently reinvest these funds outside of Singapore and our current plans do not demonstrate a need to repatriate them to fund our operations in jurisdictions outside of where they are held. Where local restrictions prevent an efficient intercompany transfer of funds, our intent is that cash balances would remain outside of Singapore and we would meet our liquidity needs through ongoing cash flows, external borrowings, or both.

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

We maintain a commercial paper program which provides short-term financing under which there were no borrowings outstanding as of June 26, 2026.

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

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

Under our current share repurchase program, our Board of Directors authorized repurchases of our outstanding ordinary shares for up to \$1.7 billion in accordance with the share purchase mandate approved by our shareholders at the date of the most recent Annual General Meeting which was held on August 6, 2025. During the three-month period ended June 26, 2026, we did not repurchase any shares. As of June 26, 2026, shares in the aggregate amount of \$1.1 billion were available to be repurchased under the current plan.

Warrant

On August 15, 2025, the Company issued a warrant (the “Warrant”) to Amazon.com NV Investment Holdings LLC (“Warrantholder”), a wholly-owned subsidiary of Amazon.com, Inc. (“Parent”) to purchase up to an aggregate of 3,859,851 ordinary shares of the Company (“Warrant Shares”) at an exercise price of \$51.29 per share. The Warrant allows for cashless exercise and expires on August 15, 2030. The Warrant Shares are subject to vesting based on qualifying payments (as defined in the Warrant) for the purchase of all products and services by or on behalf of Parent and its affiliates over the term of the Warrant. The expense associated with the Warrant Shares will be recorded as a deduction to revenue as the customer purchases products and services over the vesting period. The Company recorded charges of \$3 million related to the Warrant during the three-months ended June 26, 2026. Refer to Note 4, “Share-Based Compensation Expense” for more detail.

CONTRACTUAL OBLIGATIONS AND COMMITMENTS

Information regarding our long-term debt payments, operating lease payments, capital lease payments and other commitments is provided in Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report on our Form 10-K for the fiscal year ended March 31, 2026.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Other than a \$1.45 billion increase in floating rate debt, there were no material changes in our exposure to market risks for changes in interest and foreign currency exchange rates for the three-month period ended June 26, 2026 as compared to the fiscal year ended March 31, 2026. A hypothetical 10% change in interest rates would not be expected to have a material effect on our financial position, results of operations and cash flows over the next fiscal year.

ITEM 4. CONTROLS AND PROCEDURES

(a) Evaluation of Disclosure Controls and Procedures

The Company's management, with the participation of the Chief Executive Officer and Chief Financial Officer has evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of June 26, 2026. Based on that evaluation, the Company's Chief Executive Officer and Chief Financial Officer concluded that, as of June 26, 2026, the Company's disclosure controls and procedures were effective in ensuring that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act, is (i) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (ii) accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

(b) Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during our quarter ended June 26, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

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

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this report, you should carefully consider the risks and uncertainties discussed in Part I, “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended March 31, 2026, which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K are not the only risks facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be not material also may materially and adversely affect our business, financial condition and/or operating results.

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

Issuer Purchases of Equity Securities

The Company did not repurchase any of its ordinary shares during the quarter ended June 26, 2026.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable

ITEM 5. OTHER INFORMATION

Insider Trading Arrangements

During the fiscal quarter ended June 26, 2026, the officer listed below adopted a trading plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Securities Exchange Act of 1934, as amended.

On May 18, 2026, Daniel J. Wendler, Senior Vice President and Chief Accounting Officer, adopted a trading plan that provides for the sale of up to 10,000 ordinary shares of the Company. The plan will terminate on November 30, 2026, subject to early termination for certain specified events set forth in the plan.

No other officers or directors adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement”, as those terms are defined in Regulation S-K, Item 408, during the fiscal quarter ended June 26, 2026.

ITEM 6. EXHIBITS
EXHIBIT INDEX

Exhibit No.	Exhibit	Form	Incorporated by Reference		Exhibit No.	Filed Herewith
			File No.	Filing Date		
10.01	Credit Agreement, dated as of April 30, 2026 among Flex Ltd., as borrower, the Lenders party thereto, and Citibank, N.A., as administrative agent	8-K	000-23354	May 4, 2026	10.01	
10.02	Credit Agreement, dated as of May 29, 2026 among Flex Ltd., as borrower, the Lenders party thereto, and Citibank, N.A., as administrative agent	8-K	000-23354	June 2, 2026	10.01	
10.03	Flex Ltd. Amended and Restated Executive Severance Plan (Effective August 6, 2026)					X
10.04	Description of Annual Incentive Bonus Plan for Fiscal Year 2027					X
10.05	Form of Restricted Share Unit Award Agreement under the Amended and Restated 2017 Equity Incentive Plan for service-based vesting awards (FY27)					X
10.06	Form of Restricted Share Unit Award Agreement under the Amended and Restated 2017 Equity Incentive Plan for performance-based vesting awards (FY27)					X
10.07	Form of Restricted Share Unit Award Agreement under the Amended and Restated 2017 Equity Incentive Plan for Non-Employee Directors (FY27)					X
15.01	Letter in lieu of consent of Deloitte & Touche LLP					X
31.01	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.02	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
32.01	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002*					X
101.INS	XBRL Instance Document					X
101.SCH	XBRL Taxonomy Extension Schema Document					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document					X
104	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibit 101)					

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

SIGNATURES

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

Date: July 31, 2026

FLEX LTD.

(Registrant)

/s/ REVATHI ADVAITHI

Revathi Advaiti

Chief Executive Officer

(Principal Executive Officer)

Date: July 31, 2026

/s/ KEVIN KRUMM

Kevin Krumm

Chief Financial Officer

(Principal Financial Officer)

FLEX LTD.

AMENDED AND RESTATED EXECUTIVE SEVERANCE PLAN

(As Amended and Restated Effective August 6, 2026)

In order to encourage the retention of key management employees of Flex Ltd., a Singapore registered public company limited by shares and having company registration no. 199002645H (the “**Company**”), the Company adopted the Executive Severance Plan effective March 5, 2025 (as amended and restated effective August 6, 2026, this “**Plan**”). The purpose of the Plan is to provide severance benefits to a group of employees of the Company and its participating Affiliates (as defined below) and the Plan is intended to be subject to ERISA as an unfunded employee welfare benefit plan primarily providing benefits for a select group of management or highly compensated employees.

1. ELIGIBILITY. Participants in this Plan are those individuals who are classified as employees of the Company or one of its Affiliates who are at or above Grade 35, including the Chief Executive Officer of the Company (the “**CEO**”) (the “**Participant**” or “**Participants**”). This Plan provides severance benefits to Participants whose employment is terminated by the Company without Cause and not as a result of the Participant’s death or Permanent Disability or who terminate their employment for Good Reason, as those terms are defined below. Notwithstanding the foregoing, this Plan shall not apply to any person who is party to another plan or agreement providing for severance benefits and such person shall not be eligible to receive any benefits under this Plan. This exclusion does not apply to severance benefits plans funded in whole or in part by Participants, such as 401(k)s, IRAs, non-qualified deferred compensation plans, etc., or to equity awards for which special treatment is provided in connection with the termination of a Participant’s employment. Notwithstanding any other provision of this Plan, no Participant shall be eligible for benefits under Section 3 of this Plan or otherwise under this Plan if such Participant’s termination of employment occurs in connection with a spin-off, stock distribution, divestiture, or similar corporate transaction and in connection therewith (i) such Participant is offered employment with the entity or business resulting from such transaction or any of its Affiliates, (ii) such Participant’s employment is transferred between the Company and an Affiliate (or between Affiliates), and/or (iii) such Participant becomes employed by, or continues in employment with, an entity that ceases to be an Affiliate of the Company; provided that, the foregoing shall not affect any right Participant may have under the terms of this Plan to terminate Participant’s employment for Good Reason, as may be applicable.

The Plan and the Plan Documents are written based on the provisions of U.S. law and the concept of “at-will” employment, but will be modified to meet local legal requirements, provided that the broad principles and the amounts payable under this Plan are expected to be followed to the maximum extent permissible by law.

2. TERMINATION OF EMPLOYMENT.

(a) **General; Qualifying Termination.** In the event of (i) the termination of a Participant’s employment by the Company or an Affiliate without Cause (as defined below) and not as a result of the Participant’s death or Permanent Disability, or (ii) a Participant’s termination of his or her employment with the Company and its Affiliates for Good Reason (as defined below with respect to such Participant) (either such termination of employment, a “**Qualifying Termination**”), if (x) such Qualifying Termination occurs outside the Change of Control Protection Period (as defined below), such Participant (if other than the CEO) will be required to sign a Transition and Release Agreement in a form provided by the Company (the “**Transition Agreement**”) pursuant to which such Participant agrees to provide transition services to the Company consistent with the Plan for a period of 12 months (or such shorter or longer period as set forth in the Transition Agreement) following the transition commencement date specified in the Transition Agreement (the “**Transition Period**”) in order to receive benefits under this Plan, or, (y) if such Qualifying Termination occurs during the Change of Control Protection Period (as defined below) for any Participant (including the CEO), or outside the Change of Control Protection Period for the CEO, such Participant will be required to sign a general release of claims in favor of the Company and its Affiliates in a form provided by the Company (the “**Release**”) in order to receive benefits under this Plan.

(b) **Termination without Cause or Termination for Good Reason.** In the case of the termination of a Participant’s employment without Cause, the Company will provide written notice to the Participant of the Company’s election to terminate the Participant’s employment without Cause and simultaneously provide the Participant with the Transition Agreement or Release (as applicable). In the case of a Participant’s termination of

employment for Good Reason, the Participant must provide written notice to the Company of a Good Reason condition and at least thirty (30) days' written notice to the Company of the Participant's election to terminate employment, in accordance with Section 8(c) hereof, within 90 days after the initial existence of the condition. For the avoidance of doubt, failure for any reason to give written notice to the Company of a Good Reason condition during such 90-day period shall be deemed a waiver of the right to claim a voluntarily termination for Good Reason under this Plan in relation to such event. If the specified Good Reason condition remains uncorrected for 30 days after the Company receives such notice, the Company shall provide Participant with the Transition Agreement or Release (as applicable). For the avoidance of doubt, the Company may notify Participant before the Good Reason correction period expires that it will not correct the circumstance and the correction period shall end immediately.

(i) *Participants Provided with a Transition Agreement.*

(A) If such a Participant who is described in clause (x) of Section 2(a) of this Plan executes the Transition Agreement within the applicable review period and does not revoke the Transition Agreement (such that the Transition Agreement becomes effective and irrevocable in accordance with its terms), the Participant's employment status shall be governed by the terms of the Transition Agreement and the Participant's compensation and benefits shall be governed by the terms of the Transition Agreement.

(B) If such Participant is presented with and does not execute the Transition Agreement within the applicable review period, or if such Participant revokes the executed Transition Agreement during the applicable revocation period, the Participant's employment will terminate immediately following expiration of the applicable review period (or immediately following such revocation, as applicable). Such Participant will not be entitled to any of the payments or benefits under the Transition Agreement. Such Participant shall be paid only (1) any earned but unpaid base salary and any outstanding expense reimbursements submitted and approved in accordance with the Company's expense reimbursement policies, (2) any accrued and unused paid time off, and (3) other unpaid vested amounts or benefits under the Company's or any of its Affiliates' compensation, incentive and benefit plans in which the Participant participates, in each case as of the effective date of termination of such Participant's employment with the Company and its Affiliates (the "**Accrued Benefits**").

(ii) *Participants Provided with a Release.* The employment of such a Participant who is described in clause (y) of Section 2(a) of this Plan will terminate at the time specified in the written notice of termination of employment provided by the Company or the Participant (as applicable), or at such earlier time as may be determined by the Company.

(A) If such Participant executes the applicable Release within the applicable review period and does not revoke the Release (such that the Release becomes effective and irrevocable in accordance with its terms), such Participant shall receive the benefits set forth in the applicable provisions of Section 3 of this Plan, subject to the terms and conditions of this Plan and the Release.

(B) If such Participant does not execute the Release within the applicable review period, or if such Participant revokes the executed Release during the applicable revocation period, such Participant shall be paid only the Participant's Accrued Benefits.

(c) ***Termination for Cause, Termination without Good Reason, or Termination on Account of Death or Permanent Disability (as such terms are defined below).*** In the event of the Termination of a Participant's employment (A) by the Company or an Affiliate for Cause, (B) as a result of the Participant's death or Permanent Disability, or (C) by the Participant without Good Reason (as defined below with respect to such Participant), the Participant or the Participant's estate shall be paid only the Participant's Accrued Benefits (which, for the avoidance of doubt, to the extent applicable, may include pro rata vesting of performance-based restricted share units ("**PSUs**") upon a qualifying retirement as provided in the award agreements governing any outstanding PSUs), in each case as of the effective date of such termination. Neither the Company nor the Participant shall be party to or bound by a Transition Agreement.

3. BENEFITS PAYABLE UNDER EXECUTIVE SEVERANCE PLAN

In the event of a Participant's Qualifying Termination, provided that the Participant timely signs the applicable Transition Agreement or Release, does not revoke the applicable Transition Agreement or Release (such that the applicable Transition Agreement or Release becomes effective and irrevocable in accordance with its terms), and complies with the terms of the Transition Agreement or Release (as applicable), including remaining employed through the Transition Period (where applicable) and refraining from conduct prohibited under this Plan and/or the

Transition Agreement or Release (as applicable), in addition to the Accrued Benefits, the Company will provide the benefits set forth in the applicable provisions of this Section 3.

(a) ***Qualifying Termination Outside of Change of Control Protection Period.*** If such Participant's Qualifying Termination occurs outside of the Change of Control Protection Period (as defined below), the Company will provide the following benefits:

(i) *CEO.* If, immediately prior to the Qualifying Termination (and disregarding any event that constitutes Good Reason for such Participant's termination of employment pursuant to Section 9(s)), such Participant is the CEO:

(A) two (2) times the sum of the CEO's Base Salary and Target Annual Bonus, payable, subject to Section 8 in substantially equal installments in accordance with the Company's regular payroll practices over the two (2) year period commencing on the date of the Qualifying Termination, with the first installment commencing on the first payroll date that occurs on or immediately after the date that the Release becomes effective and irrevocable in accordance with its terms;

(B) two (2) years continued vesting of (I) the CEO's then-outstanding equity awards and (II) any unvested amounts then-credited to the CEO's account under the Deferred Compensation Plan (and deemed earnings on such amounts in accordance with the terms of the Deferred Compensation Plan);

(C) two (2) years continued employee benefits insurance coverage for the CEO and the CEO's covered dependents, subject to the CEO's continued payment of employee premiums associated with such coverage. To the extent required by applicable law, an amount equal to the portion of the premium paid by the Company for such continued coverage will be included in the CEO's income for tax purposes, and the Company or an Affiliate may withhold taxes from other compensation payable to the CEO for such purpose; and

(D) continued provision of indemnification as provided by the Company's indemnification policy.

(ii) *Participants other than the CEO.* If, immediately prior to the Transition Period (and disregarding any event that constitutes Good Reason for such Participant's termination of employment pursuant to Section 9(s)), such Participant is a Participant other than the CEO:

(A) continuation of the Participant's Base Salary for twelve (12) months, payable, subject to Section 8(i), in accordance with the Company's regular payroll practices during the Transition Period;

(B) continued vesting during the Transition Period of (I) the Participant's then-outstanding equity awards, including, but not limited to, service-based restricted share units ("**RSUs**") and PSUs, and (II) any unvested amounts then credited to the Participant's account under the Deferred Compensation Plan (and deemed earnings on such amounts in accordance with the terms of the Deferred Compensation Plan), in each case per applicable plan rules and Company policies;

(C) payment of a pro-rated portion of the Participant's annual bonus under the Company's annual incentive bonus plan in respect of the fiscal year during which the Transition Period begins, calculated by multiplying (I) the amount (if any) of the annual bonus that otherwise would have been earned by the Participant based on actual achievement of the applicable performance goals for the entire fiscal year (determined without regard to any discretionary adjustments that would have the effect of reducing the amount of the Participant's annual bonus, other than discretionary adjustments applicable to all similarly situated employees whose employment continued through the end of such fiscal year), by (II) a fraction, the numerator of which is the number of full months of employment completed by the Participant during such fiscal year and prior to the beginning of the Transition Period, and the denominator of which is twelve (12). Any such pro-rated annual bonus shall be payable at such time as annual bonuses for the applicable fiscal year are payable to similarly situated employees whose employment continued through the end of such fiscal year;

(D) accelerated vesting of any unvested RSUs and unvested amounts then credited to the Participant's account under the Deferred Compensation Plan (and deemed earnings on such amounts in accordance with the terms of the Deferred Compensation Plan) that would have become vested in accordance with their terms if

the Participant's employment had continued for one (1) year following the end of the Transition Period. This benefit is subject to Participant signing an additional Release of Claims and re-affirmation of compliance with Participant's obligations after the conclusion of the Transition Period;

(E) continued employee benefits insurance coverage for the Participant and the Participant's covered dependents for twelve (12) months during the Transition Period, subject to the Participant's continued payment of employee premiums associated with such coverage; and

(F) continued provision of indemnification as provided by the Company's indemnification policy.

(b) ***Qualifying Termination During Change of Control Protection Period.*** If such Participant's Qualifying Termination occurs during the Change of Control Protection Period (as defined below), the Company will provide the following benefits:

(i) the sum of the Participant's Base Salary and Target Annual Bonus multiplied by (A) 2.99 for the CEO and (B) two (2) for Participants other than the CEO, payable in each case, subject to Section 8(i), in a single lump sum on the first payroll date that occurs on or immediately after the date that the Release becomes effective and irrevocable in accordance with its terms;

(ii) accelerated vesting of the Participant's then-outstanding equity awards, in accordance with the terms and conditions of the Equity Incentive Plan and the applicable award agreements;

(iii) without duplication of any benefit provided to the Participant pursuant to Section 4(g) of the Deferred Compensation Plan, accelerated vesting of any unvested portion of the Participant's account under the Deferred Compensation Plan, effective upon the Qualifying Termination;

(iv) continued employee benefits insurance coverage for the Participant and the Participant's covered dependents for (A) in the case of the CEO, three (3) years following the Qualifying Termination and (B) in the case of Participants other than the CEO, two (2) years following the Qualifying Termination, subject to the Participant's continued payment of employee premiums associated with such coverage. To the extent required by applicable law, an amount equal to the portion of the premium paid by the Company for such continued coverage will be included in the Participant's income for tax purposes, and the Company or an Affiliate may withhold taxes from other compensation payable to the Participant for such purpose; and

(v) continued provision of indemnification as provided by the Company's indemnification policy.

Other than as set forth above, all incentives due to vest after Qualifying Termination or any applicable Transition Period and any and all remaining unvested incentives not set forth in the Release or Transition Agreement (as applicable) will expire as set forth by plan rules without any additional compensation.

4. EXECUTIVE'S OBLIGATIONS TO RECEIVE BENEFITS UNDER EXECUTIVE SEVERANCE PLAN

In order to be eligible for benefits under this Plan, Participant will be required to comply with the terms and conditions set forth in the Transition Agreement or Release (as applicable) that Participant will be required to sign. Failure to comply with the obligations set forth in the Transition Agreement or Release (as applicable) may result in suspension of benefits, clawback of all or some of the benefits already provided, to the extent allowed by law, and appropriate legal action.

(a) To the extent and during the period provided in the Transition Agreement (or Release if applicable), and as may be more fully set forth therein:

(i) Participant may not:

(A) provide services of any kind for competing firms, suppliers, and/or customers without Prior Approval (as defined below). For the avoidance of any doubt, Participant shall also obtain Prior Confirmation

(as defined below) regarding whether a potential employer is considered a competing firm, supplier or customer of Flex;

(B) solicit or recruit Flex employees, contractors, etc., without Prior Approval; or

(C) solicit business from Flex customers or suppliers without Prior Approval.

(ii) Participant shall not use or disclose Flex or customer confidential information.

(iii) Participant shall cooperate with the Company in any investigation, litigation or other proceeding, provide testimony as may be required, and notify the Company should Participant become aware of any investigation, litigation or other proceeding or be subject to any subpoena or legally compulsive process seeking disclosure of confidential information.

(iv) Participant shall provide transition duties as set forth in the Transition Agreement (if applicable).

(v) Participant shall not disparage the Company.

(vi) Participant shall return to the Company all Company documents, badges, devices and equipment.

(b) Notwithstanding the foregoing, nothing in this Section 4 or in any Participant's Transition Agreement or Release (as applicable) shall restrict or prohibit any Participant from communicating with, providing testimony before, providing confidential information to, or filing or cooperating any a claim or investigation directly with a self-regulatory authority or a government agency or entity, including the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, and any agency Inspector General, or from making other disclosures that are protected under the whistleblower provisions of applicable state or federal law or regulation.

(c) By accepting any benefit under this Plan, each Participant acknowledges and agrees that all benefits provided under this Plan will be subject to recoupment in accordance with any clawback policy that the Company adopts (or has adopted, including the Executive Incentive Compensation Recoupment Policy, as amended from time to time).

(d) For purposes of this Section 4, the term "**Flex**" includes the Company and its subsidiaries and Affiliates.

5. DISPUTE RESOLUTION.

(a) To the extent permitted by applicable law and to the extent that the enforceability of this Plan is not thereby impaired, any and all disputes, controversies or claims between a Participant and the Company or any of its Affiliates arising out of, or relating to, the terms, conditions, commencement, termination, or any other aspect of Participant's employment or engagement with the Company or any of its Affiliates (including but not limited to any disputes arising under this Plan), except those arising under Section 5(d) hereof, shall be determined exclusively by final and binding arbitration before a single arbitrator in accordance with the applicable Arbitration Rules and Procedures, or successor rules then in effect, of Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") and judgment upon the award of the arbitrator may be rendered in any court of competent jurisdiction. As a material part of this agreement to arbitrate claims, the parties expressly waive all rights to a jury trial in court on all statutory or other claims. This Section 5 does not purport to limit either party's ability to recover any remedies provided for by applicable statute, including attorneys' fees.

(b) The arbitration shall be held in the Austin, Texas metropolitan area, and shall be administered by JAMS or, in the event JAMS does not then conduct arbitration proceedings, a similarly reputable arbitration administrator. Under such proceeding, the parties shall select a mutually acceptable, neutral arbitrator from among the JAMS panel of arbitrators. Except as provided herein, the Federal Arbitration Act shall govern the interpretation and enforcement of such arbitration proceeding. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of Texas or federal law as applicable, and the arbitrator is without jurisdiction to

apply any different substantive law. The parties agree that they will be allowed to engage in adequate discovery, the scope of which will be determined by the arbitrator, consistent with the nature of the claims in dispute and the efficiencies that arbitration is designed to promote. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The arbitrator shall render an award that shall include a written statement of opinion setting forth the arbitrator's findings of fact and conclusions of law. Judgment upon the award may be entered in any court having jurisdiction thereof. The parties intend this arbitration provision to be valid, enforceable, irrevocable and construed as broadly as possible.

(c) The Company shall be responsible for payment of the arbitrator's fees as well as all administrative fees associated with the arbitration. The parties shall be responsible for their own attorneys' fees and costs (including expert fees and costs). However, the arbitrator will have the authority to award attorneys' fees to the prevailing party, if the arbitrator finds that the non-prevailing party has acted in bad faith.

(d) The parties agree, however, that damages would be an inadequate remedy for the Company or any of its Affiliates in the event of a breach or threatened breach of any provision of any proprietary information and/or inventions agreement entered into by Participant. In the event of any such breach or threatened breach, the Company or any of its Affiliates may, either with or without pursuing any potential damage remedies, obtain from a court of competent jurisdiction, and enforce, an injunction prohibiting Participant from violating any provision of any proprietary information agreement and requiring Participant to comply with the terms of that agreement.

6. ADMINISTRATION OF PLAN; CLAIMS PROCEDURE.

(a) General. Except as specifically provided herein, the Plan shall be administered by the Compensation and People Committee of the Board (the "**Committee**"). The Committee may delegate any administrative duties, including, without limitation, duties with respect to the processing, review, investigation, approval and payment of severance benefits, to designated individuals or committees. The Committee shall be the "administrator" and a "named fiduciary" under the Plan for purposes of ERISA (as defined below).

(b) Interpretations and Variations. The Committee shall have the duty and authority to interpret and construe, in its sole discretion, the terms of the Plan in regard to all questions of eligibility, the status and rights of Participants, and the manner, time and amount of any payment under the Plan. The Committee or its representative shall decide any issues arising under this Plan, and the decision of the Committee shall be binding and conclusive on the Participants and the Company. Any variations from the Plan may be made only by the Committee in its sole discretion.

(c) Filing a Claim. It is not normally necessary to file a claim in order to receive benefits under this Plan; however, if a Participant (the "**Claimant**") feels he or she has been improperly denied severance benefits, any claim for payment of severance benefits shall be signed, dated and submitted to the General Counsel of the Company, as set forth in Section 8(c) hereof. The Committee shall then evaluate the claim and notify the Claimant of the approval or disapproval in accordance with the provisions of this Plan not later than 90 days after the Company's receipt of such claim unless special circumstances require an extension of time for processing the claims. If such an extension of time for processing is required, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 90-day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than 180 days after the date on which the claim was filed). If the Claimant does not provide all the necessary information for the Committee to process the claim, the Committee may request additional information and set deadlines for the Claimant to provide that information.

(d) Notice of Initial Determination. The Claimant shall be given a written notice in which the Claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the Claimant shall be given written notice which shall contain (i) the specific reasons for the denial, (ii) specific references to pertinent Plan provisions on which the denial is based, (iii) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary and (iv) an explanation of this Plan's appeal procedures, which shall also include a statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA following a denial of the claim upon review.

(e) Right to Appeal. If a claim for payment of severance benefits made in accordance with the procedures specified in this Plan is denied, in whole or in part, the Claimant shall have the right to request that the Committee review the denial, provided that the Claimant files a written request for review with the Committee within 60 days after the date on which the Claimant received written notification of the denial. The Claimant may review or receive copies, upon request and free of charge, of any documents, records or other information “relevant” (within the meaning of Department of Labor Regulation 2560.503-1(m)(8)) to the Claimant’s claim. The Claimant may also submit written comments, documents, records and other information relating to his or her claim.

(f) Review of Appeal. In deciding a Claimant’s appeal, the Committee shall take into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial review of the claim. If the Claimant does not provide all the necessary information for the Committee to decide the appeal, the Committee may request additional information and set deadlines for the Claimant to provide that information. Within 60 days after a request for review is received, the review shall be made and the Claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the Claimant shall be given a written notification within such initial 60 day period specifying the reasons for the extension and when such review shall be completed (provided that, to the extent required by ERISA, such review shall be completed within 120 days after the date on which the request for review was filed).

(g) Notice of Appeal Determination. The decision on review shall be forwarded to the Claimant in writing and, in the case of a denial, shall include (i) specific reasons for the decision, (ii) specific references to the pertinent Plan provisions upon which the decision is based, (iii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records or other information “relevant” to the Claimant’s claim and (iv) a statement of the Claimant’s right to bring a civil action under Section 502(a) of ERISA following a wholly or partially denied claim for benefits. The Committee’s decision on review shall be final and binding on all persons for all purposes. If a Claimant shall fail to file a request for review in accordance with the procedures herein outlined, such Claimant shall have no right to review and shall have no right to bring any arbitration or court action, and the denial of the claim shall become final and binding on all persons for all purposes. Any notice and decisions by the Committee under this Section 6 may be furnished electronically in accordance with the applicable Department of Labor regulations.

7. NON-DUPLICATION OF BENEFITS; NO MITIGATION.

The Company may, in its discretion and to the extent permitted under applicable law, offset against the Participant’s benefits under this Plan or the applicable Transition Agreement or Release, any other severance, termination, or similar benefits payable to the Participant by the Company, including, but not limited to any amounts paid under any employment agreement or other individual contractual arrangement, or amounts paid to comply with, or satisfy liability under, the Worker Adjustment and Retraining Notification Act or any other federal, state, or local law requiring payments in connection with an involuntary termination of employment, plant shutdown, or workforce reduction, including, but not limited to, amounts paid in connection with paid leaves of absence, back pay, benefits, and other payments intended to satisfy such liability or alleged liability. In no event shall any Participant be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Participant under any of the provisions of this Plan and such amounts shall not be reduced whether or not the Participant obtains other employment.

8. GENERAL.

(a) No Waiver. No failure by the Company or a Participant at any time to give notice of any breach by the Company or a Participant, or to require compliance with, any condition or provision of this Plan shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

(b) Severability. If for any reason a court of competent jurisdiction or arbitrator finds any provision of this Plan to be unenforceable, the provision shall be deemed amended as necessary to conform to applicable laws or regulations, or if it cannot be so amended, the remainder of the Plan shall continue in full force and effect as if the offending provision were not contained herein.

(c) Notices. All notices and other communications required or permitted to be given under this Plan shall be in writing and shall be considered effective either (a) upon personal service, or (b) upon delivery by

facsimile and depositing such notice in the U.S. Mail, postage prepaid, return receipt requested and, if addressed to the Company, in care of the General Counsel at the Company's corporate headquarters at 12515-8 Research Blvd, Suite 300, Austin, TX 78759, and, if addressed to Participant, at his or her most recent address shown on the Company's corporate records or at any other address that Participant may specify in any appropriate notice to the Company, or (c) upon only depositing such notice in the U.S. Mail as described in clause (b) of this paragraph, or (d) upon delivery by email, if addressed to the Company to General.Counsel@flex.com, and if addressed to Participant to such email address as Participant may specify by notice to the Company.

(d) Governing Law. THIS PLAN SHALL BE DEEMED TO BE MADE IN THE STATE OF TEXAS, AND, TO THE EXTENT NOT PREEMPTED BY ERISA OR OTHER FEDERAL LAW, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. By participating in this Plan, each Participant and the Company hereby irrevocably consent to, and agree not to object or assert any defense or challenge to, the jurisdiction and venue of the state and federal courts located in Texas and agree that, subject to Sections 5 and 6 hereof, any claim may be brought in a court of law or equity in any such Texas court. Note, however, that Transition Agreements or Releases with Participants outside of Texas may be governed by the laws of the jurisdiction in which they worked prior to the separation of employment.

(e) Assignment and Successors. The Company shall have the right to assign its rights and obligations under this Plan to an entity that, directly or indirectly, acquires all or substantially all of the assets of the Company, and in the event of a Change of Control, the Company shall require the successor or survivor corporation to expressly assume this Plan and agree to perform the Company's obligations under this Plan. The rights and obligations of the Company under this Plan shall inure to the benefit and shall be binding upon the successors and assigns of the Company. Participant's rights, benefits and obligations under this Plan are personal and shall not be voluntarily or involuntarily assigned, alienated, or transferred, whether by operation of law or otherwise, without the prior written consent of the Company.

(f) Amendment and Termination of this Plan. The Committee may amend, modify or terminate this Plan at any time; provided, however, that except as specifically provided for in Section 8(j) hereof, (i) no amendment, modification or termination of the Plan that is materially adverse to the Participants shall become effective earlier than ninety (90) days after the date of the relevant corporate action authorizing such amendment, modification or termination, (ii) within the one-year period following a Change of Control, no amendment, modification or termination of the Plan that is materially adverse to the Participants shall become effective earlier than one (1) year after the date of the relevant corporate action authorizing such amendment, modification or termination, and (iii) no such amendment, modification or termination shall affect the right to any unpaid severance benefits under the terms of this Plan or the applicable Transition Agreement or Release of any Participant whose notice of termination without Cause or notice of termination for Good Reason has occurred prior to such amendment, modification or termination of this Plan.

(g) Survival. If a Participant's notice of termination without Cause or notice of termination for Good Reason occurs while the Plan is in effect, the provisions of this Plan, including Sections 2, 4, 5, 6, 7, 8, and 9 shall survive and remain binding and enforceable, notwithstanding the expiration or termination of this Plan or the termination of such Participant's employment with the Company or any of its Affiliates, to the extent necessary to preserve the intended benefits of such provisions.

(h) Taxes and Other Withholdings. Notwithstanding any other provision of this Plan, the Company or any of its Affiliates may withhold from amounts payable hereunder all federal, state, local and foreign taxes and other amounts that are required to be withheld by applicable laws or regulations, and the withholding of any amount shall be treated as payment thereof for purposes of determining whether the Participant has been paid amounts to which Participant is entitled.

(i) Tax Matters. The intent of the parties is that payments and benefits under this Plan and the applicable Transition Agreement or Release comply with Section 409A of the Code, to the extent subject thereto, and accordingly, to the maximum extent permitted, this Plan and the applicable Transition Agreement or Release shall be interpreted and administered to be in compliance therewith. In the event that the Company determines that any provision of this Plan or the applicable Transition Agreement or Release does not comply with Section 409A of the Code or any such rules, regulations or guidance and that as a result any Participant may become subject to a Section 409A tax, notwithstanding Section 8(f) hereof, the Company shall have the discretion to amend or modify

such provision to avoid the application of such Section 409A tax, and in no event shall any Participant's consent be required for such amendment or modification. Notwithstanding anything contained herein to the contrary, the Participant shall not be considered to have terminated employment with the Company or any of its Affiliates for purposes of any payments under this Plan or the applicable Transition Agreement or Release which are subject to Section 409A of the Code until the Participant has incurred a "separation from service" from the Company and its Affiliates within the meaning of Section 409A of the Code. Further, solely to the extent necessary to comply with Section 409A of the Code, a "Change of Control" shall mean a transaction defined as a "Change of Control" for purposes of this Plan that also constitutes a "change in control event" within the meaning of Section 409A of the Code and Treasury Regulation § 1.409A-3(i)(5). Each amount or installment to be paid or benefit to be provided under this Plan or the applicable Transition Agreement or Release shall be construed as a separate identified payment for purposes of Section 409A of the Code. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid an accelerated or additional tax under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Plan, the applicable Transition Agreement or Release and all other company plans and agreements during the six-month period immediately following a Participant's separation from service shall instead be paid on the first business day after the date that is six (6) months following the Participant's separation from service (or, if earlier, the Participant's date of death). With respect to any amounts or benefits that are conditioned on the receipt and non-revocation of a release of claims, if the period during which the Participant may execute such release of claims commences in one calendar year and ends in a subsequent calendar year, such amounts or benefits shall be paid or provided in the subsequent calendar year to the extent required to comply with Section 409A of the Code. To the extent required to avoid an accelerated or additional tax under Section 409A of the Code, amounts reimbursable to the Participant shall be paid to the Participant on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in kind benefits provided to the Participant) during one year may not affect amounts reimbursable or provided in any subsequent year. The Company makes no representation that any or all of the payments described in this Plan or the applicable Transition Agreement or Release will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment.

(j) Excise Taxes.

(i) Notwithstanding anything to the contrary in this Plan or the applicable Transition Agreement or Release (or any other agreement entered into by and between a Participant and the Company or any of its Affiliates or any incentive arrangement or plan offered by the Company or any of its Affiliates), in the event that any amount or benefit paid or distributed to the Participant pursuant to this Plan or the applicable Transition Agreement or Release, taken together with any amounts or benefits otherwise paid or distributed to the Participant by the Company or any of its Affiliates (collectively, the "**Covered Payments**"), would exceed the amount which can be paid to the Participant without the Participant incurring an Excise Tax (as defined below), then the amounts payable to the Participant under this Plan, the applicable Transition Agreement or Release or any other agreement by and between the Participant and the Company (or any of its Affiliates) or pursuant to any incentive arrangement or plan offered by the Company (or any of its Affiliates) shall be reduced (but not below zero) to the maximum amount of Covered Payments which may be paid without the Participant becoming subject to the Excise Tax (such reduced payments to be referred to as the "**Payment Cap**"), but only if and to the extent such reduced amount would provide a greater net after-tax benefit (after taking into account federal, state, local or other income, employment and excise taxes) to the Participant than an unreduced payment that would subject the Participant to an Excise Tax. In the event the Participant receives reduced payments and benefits as a result of application of this Section 8(j), such payments and/or benefits to the Participant shall be reduced in the following order: first, payments that are payable in cash, with amounts that are payable last reduced first; second, payments due in respect of any equity or equity awards included at their full value under Section 280G of the Code (rather than their accelerated value); third, payments due in respect of any equity or equity awards valued at accelerated value under Section 280G, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24); and fourth, all other non-cash benefits.

(ii) Immediately upon a Change of Control, the Company shall notify the Participant of any modification or reduction as a result of the application of this Section 8(j). In the event the Participant and the Company disagree as to the application of this Section 8(j), the Company shall select a law firm or accounting firm from among those regularly consulted (during the twelve-month period immediately prior to the Change of Control that resulted in the characterization of the Covered Payments as parachute payments) by the Company, and such law firm or accounting firm shall determine, at the Company's expense, the amount to which the Participant shall be

entitled hereunder (and pursuant to any other agreements, incentive arrangements or plans), taking into consideration the application of this Section 8(j), and such determination shall be final and binding upon the Participant and the Company.

(k) Deemed Resignations. Any termination of a Participant's employment (or execution of a Transition Agreement or Release) shall constitute an automatic resignation of such Participant as an officer of the Company and each Affiliate of the Company, an automatic resignation from the board of directors, if applicable, of the Company and each Affiliate of the Company and from the board of directors or similar governing body of any corporation, limited liability company or other entity in which the Company or any Affiliate holds an equity interest and with respect to which board or similar governing body such Participant serves as the Company's or such Affiliate's designee or other representative.

(l) No Guarantee of Employment. This Plan shall not be construed as creating any contract of employment between the Company or any of its Affiliates, on the one hand, and any Participant, on the other hand, nor shall this Plan be construed as restricting in any way the rights of the Company or any of its Affiliates to terminate the employment of any Participant at any time and for any reason subject, however, to any rights of a Participant under this Plan.

(m) Discrepancies. In case of discrepancies between this Plan and the applicable Transition Agreement or Release, the terms set forth in the applicable Transition Agreement or Release will control.

9. DEFINITIONS.

For purposes of this Plan, the following terms shall have the meanings set forth below:

(a) "Accrued Benefits" shall mean, with respect to any Participant, (i) any earned but unpaid base salary and any outstanding expense reimbursements submitted and approved in accordance with the Company's expense reimbursement policies, (ii) any accrued and unused paid time off, and (iii) other unpaid vested amounts or benefits under the Company's or any of its Affiliates' compensation, incentive and benefit plans in which the Participant participates, in each case as of the effective date of termination of such Participant's employment with the Company and its Affiliates.

(b) "Affiliate(s)" shall mean, with respect to any specified person, any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person. For purposes of the definition of "Affiliate(s)," the term "person" has the meaning described in Section 13(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

(c) "Base Salary" shall mean, with respect to any Participant, such Participant's annual rate of base salary in effect immediately prior to the Participant's Qualifying Termination or, if earlier, immediately prior to the commencement of the Participant's Transition Period (if applicable), determined without regard to any reduction that constitutes Good Reason for such Participant's termination of employment pursuant to Section 9(s).

(d) "Board" shall mean the Board of Directors of the Company.

(e) "Cause" shall mean, with respect to any Participant, the occurrence of any of the following: (i) the failure by Participant to perform Participant's duties with the Company and its subsidiaries (other than any such failure resulting from Participant's incapacity due to physical or mental illness) after a written demand for performance is delivered to Participant by the Company which demand identifies the manner in which the Company believes that Participant has not performed Participant's duties, (ii) the engaging by Participant in conduct which is injurious to the Company or its subsidiaries, monetarily or otherwise, (iii) Participant's conviction of, guilty plea to, or entering a plea of nolo contendere to, a felony, or (iv) Participant's breach of any terms of the Company's Code of Conduct, employee handbook or manual, written policies, or written agreements between the Company and Participant, including in each case, without limitation, with respect to confidential information and restrictive covenants.

(f) "Change of Control" shall mean the occurrence of any of the following events:

(i) a transaction or series of transactions (other than an offering of shares to the general public through a registration statement filed with the Securities and Exchange Commission (“SEC”)) whereby any “person” or related “group” of “persons” (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its subsidiaries, an employee benefit plan maintained by the Company or any of its subsidiaries or a “person” that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company’s securities outstanding immediately after such acquisition; or

(ii) during any one-year period, individuals who, at the beginning of such period, constitute the Board together with any new director(s) (other than any one or more directors designated by any person who shall have entered into an agreement with the Company in connection with any transaction described in subparagraphs (i) or (iii) hereof) whose election or appointment by the Board or nomination for election by the Company’s shareholders was approved by a vote of at least a majority of the directors then still in office who either were directors at the beginning of the one-year period (other than vacant seats) or whose election or appointment or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board pursuant to a transaction or other mechanism outside of the normal election process of directors under the Singapore Companies Act and/or the Company’s Constitution; or

(iii) the consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company’s assets in any single transaction or series of related transactions or (z) the acquisition of assets or shares of another entity, in each case other than a transaction:

A. which results in the Company’s voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company’s assets or otherwise succeeds to the business of the Company (the Company or such person, the “**Successor Entity**”) directly or indirectly, at least a majority of the combined voting power of the Successor Entity’s outstanding voting securities immediately after the transaction, and

B. after which no person or group, beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; *provided, however*; that no person or group shall be treated for purposes of this subparagraph (iii)(B) as beneficially owning 50% or more of combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction; or

(iv) the Company’s shareholders approve a liquidation or dissolution of the Company.

A transaction will not constitute a Change of Control or other consolidating event if 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. The Committee shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change of Control of the Company has occurred pursuant to the above definition, and the date of the occurrence of such Change of Control and any incidental matters relating thereto.

(g) “Change of Control Protection Period” shall mean, with respect to any Participant, the twenty-four (24) month period commencing on the date of a Change of Control.

(h) “CEO” shall mean Chief Executive Officer of the Company.

(i) “Claimant” shall mean a Participant who feels he or she has been improperly denied severance benefits under this Plan and who signs, dates and submits a claim for payment of severance benefits under this Plan to the General Counsel of the Company, as set forth in Section 8(c) hereof.

(j) “Committee” shall mean the Compensation and People Committee of the Board of Directors of the Company.

(k) “Company” shall mean Flex Ltd., a Singapore registered public company limited by shares and having company registration no. 199002645H.

(l) “Covered Payments” shall mean any amount or benefit paid or distributed to the Participant pursuant to this Plan or the applicable Transition Agreement or Release, taken together with any amounts or benefits otherwise paid or distributed to the Participant by the Company or any of its Affiliates.

(m) “Deferred Compensation Plan” shall mean the Flex 2010 Deferred Compensation Plan, as amended, and any successor nonqualified deferred compensation plan.

(n) “ELT Participant” shall mean the CEO and any member of the Company’s Executive Leadership Team who reports to the CEO, disregarding any event that constitutes Good Reason for such Participant’s termination of employment pursuant to Section 9(s).

(o) “Equity Incentive Plan” shall mean the Flex Ltd. Amended and Restated 2017 Equity Incentive Plan, as amended, or, as applicable, any successor shareholder-approved equity compensation plan of the Company.

(p) “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated thereunder.

(q) “Excise Tax” shall mean the excise tax imposed by Section 4999 of the Code or any similar state or local tax that may be imposed.

(r) “GC” shall mean the General Counsel of the Company.

(s) “Good Reason” shall have the meaning set forth with respect to a Participant in the applicable provisions of this Section 9(s), provided in any case that a Participant’s termination of employment shall only be considered to constitute “Good Reason” if the Participant also timely satisfies the written notice requirements of Section 2(b) of this Plan and the Company fails to correct the applicable condition specified in the Participant’s written notice during the correction period set out in Section 2(b) of this Plan:

(i) *ELT Participants*. With respect to an ELT Participant, “Good Reason” shall mean the occurrence of any of the following events or circumstances:

(A) a material diminution in the position, authority, duties or responsibilities of the Participant;

(B) the assignment to the Participant of any duties that are materially inconsistent with the Participant’s status as an officer;

(C) any failure by the Company to obtain the written assumption of this Plan by any successor to the Company as contemplated in Section 8(e) hereof;

(D) material reduction in target base salary and target bonus opportunity; or

(E) mandatory relocation of 50 miles or more.

(ii) *Other Participants*. With respect to any Participant other than an ELT Participant, “Good Reason” shall mean the occurrence of any of the following events or circumstances:

(A) a material reduction in target base salary and target bonus opportunity (other than as part of an across-the-board, proportional salary reduction applicable to similarly situated employees); or

(B) mandatory relocation of 50 miles or more.

(t) “JAMS” shall mean Arbitration Rules and Procedures, or successor rules then in effect, of Judicial Arbitration and Mediation Services, Inc.

(u) “Participant or Participants” shall mean individuals who are classified as employees of the Company or one of its Affiliates who are at or above Grade 35, including the CEO of the Company.

(v) “Payment Cap” shall mean the maximum amount of Covered Payments that may be paid without the Participant becoming subject to the Excise Tax.

(w) “PSUs” shall mean performance-based restricted share units.

(x) “Permanent Disability” shall mean any medically determinable physical or mental impairment that can reasonably be expected to result in death or that has lasted or can reasonably be expected to last for a continuous period of not less than twelve (12) months and that renders Participant unable to perform effectively all of the essential functions of Participant’s position, with or without reasonable accommodation.

(y) “Plan” shall mean this Executive Severance Plan.

(z) “Prior Approval” shall mean the CEO’s and the GC’s written approval, which shall not be denied unreasonably, that Participants are required to obtain before providing services to competing firms, suppliers, and/or customers.

(aa) “Prior Confirmation” shall mean the CEO’s and the GC’s written confirmation, which shall be made in good faith, that Participants are required to obtain (before obtaining Prior Approval) regarding whether a Participant’s potential employer is considered a competing firm, supplier or customer of the Company.

(bb) “Qualifying Termination” shall mean (i) the termination of a Participant’s employment by the Company or an Affiliate without Cause and not as a result of the Participant’s death or Permanent Disability, or (ii) a Participant’s termination of his or her employment with the Company and its Affiliates for Good Reason.

(cc) “RSUs” shall mean service-based restricted share units.

(dd) “Target Annual Bonus” shall mean, with respect to any Participant, such Participant’s target annual bonus amount under the Company’s annual incentive bonus plan for the fiscal year in which such Participant’s Qualifying Termination occurs (or if earlier, the fiscal year in which such Participant’s Transition Period begins, if applicable), determined without regard to any reduction in such target annual bonus amount that constitutes Good Reason for such Participant’s termination of employment pursuant to Section 9(s).

(ee) “Transition Agreement” shall mean a Transition and Release Agreement in a form provided by the Company which Participants other than the CEO are required to sign in order to receive benefits under this Plan in connection with a Qualifying Termination that occurs outside the Change of Control Protection Period and in which such Participants agree to provide services during the Transition Period, in each case in accordance with and subject to the terms thereof.

(ff) “Transition Period” shall mean a period of 12 months (or such shorter or longer period as set forth in an applicable Transition Agreement) following the transition commencement date specified in the Transition Agreement signed by a Participant other than the CEO in connection with a Qualifying Termination that occurs outside the Change of Control Protection Period, during which such Participant agrees to provide transition services to the Company in order to receive benefits under this Plan, in each case in accordance with and subject to the terms of the Transition Agreement.

[END OF DOCUMENT]

DESCRIPTION OF ANNUAL INCENTIVE BONUS PLAN FOR FISCAL YEAR 2027*Annual Incentive Bonus Plan for Fiscal 2027*

On June 11, 2026, the Board of Directors (the “Board”) of Flex Ltd. (the “Company”) approved the Company’s Annual Incentive Bonus Plan for fiscal year 2027. The plan provides the Company’s executive officers with the opportunity to earn annual cash bonuses based upon the achievement of pre-established performance goals. Performance measures under the plan will be: operating profit, free cash flow and revenue targets at the Company level. The plan allows awards to provide for different metrics, target levels and weightings for different executives. The Board, or the Board’s Compensation and People Committee, if so delegated by the Board, maintains the authority to adjust award payouts upon evaluation of each bonus award in the context of the Company’s overall performance.

Under the Annual Incentive Bonus Plan, target award opportunities are set at various percentages of base salary, which will be: 165% of base salary in the case of the Chief Executive Officer; 115% of base salary in the case of the Chief Financial Officer; and between 100% and 110% of base salary in the cases of other named executive officers. Actual payout opportunities for each bonus component will range from a threshold of 30% of target for operating profit, 30% of target for revenue, and 50% of target for free cash flow, to a maximum of 200% of target (for all metrics, inclusive of the modifier described below), in each case based on achievement of the performance measures. If the Company fails to achieve the threshold level for any performance measure, no payout is awarded for that measure. If the Company fails to achieve the threshold level for all performance measures, the bonus payout will be capped at the target level. In addition, Company operating profit will be a funding metric for all Company bonus plans, including the executive plan, such that actual bonus payouts for executives may increase or decrease based on the level of Company operating profit (within +/- 20 percentage points) versus the enterprise-wide bonus payout level. Actual bonus payouts based on achievement of performance goals will be subject to modification by up to +/- 10 percentage points depending on each executive officer’s individual performance as determined by the Compensation and People Committee. For purposes of calculating performance under the Annual Incentive Bonus Plan, the Compensation and People Committee has discretion to exclude extraordinary items or events that have an unanticipated impact, corporate transactions (including acquisitions or dispositions), and other unusual or nonrecurring items. For purposes of determining achievement of award opportunities, the plan uses adjusted, non-GAAP measures.

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

This Restricted Share Unit Award Agreement (the “**Agreement**”) is entered into as of [<<Grant Date>>] (the “**Grant Date**” or “**Effective Date**”) by and between Flex Ltd., a Singapore corporation (the “**Company**”), and [«First» «Last»] (the “**Participant**”), and sets forth the terms and conditions of an award of [«Total Target Shares»] restricted share units (“**RSUs**”) (representing the aggregate amount).

Capitalized terms not defined herein shall have the meaning ascribed to them in the Flex Ltd. Amended and Restated 2017 Equity Incentive Plan, as amended from time to time (the “**Plan**”). The Restricted Share Unit Award (the “**RSU Award**”) is granted subject to and in accordance with the express terms and conditions of the Plan and this Agreement, including any applicable country-specific terms set forth in Exhibit A. By accepting this RSU Award, the Participant agrees to be bound by the terms and conditions of the Plan and this Agreement, and acknowledges receipt of a copy of Plan and the official prospectus for the Plan, which are also available at the offices of the Company.

The Participant must affirmatively acknowledge and accept this RSU Award within 120 days following the Grant Date. Failure to do so will result in automatic forfeiture of this RSU Award.

1. Grant of RSU Award.

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

(a) *Vesting Criteria.* Subject to the Participant’s continued service with the Company or any of its Parent, Subsidiaries, or Affiliates, the RSUs shall vest in three substantially equal installments on each of the first three anniversaries of the grant date, with the corresponding Shares issued upon vesting (the “**Vesting Criteria**”). If application of the Vesting Criteria causes vesting of a fractional Share, such Share shall be rounded down to the nearest whole Share. Shares that vest and are issuable pursuant to the Vesting Criteria are “**Vested Shares**.”

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

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

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

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

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

(e) *Change of Control.* Notwithstanding anything in this Agreement to the contrary, if a Change of Control occurs on or prior to the Participant’s Termination Date, the vesting of any outstanding portion of the RSU Award will be governed by the applicable provisions of Section 10.2 of the Plan.

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

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

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

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

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

2. Delivery.

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

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

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

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

5. Stop-Transfer Orders.

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

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

6. Taxes and Disposition of Shares.

6.1 Tax Obligations.

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

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

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

back solely for the purpose of paying the Tax-Related Items due as a result of the Participant's participation in the Plan.

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

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

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

(a) the Plan is established voluntarily by the Company, is discretionary in nature and may be amended, suspended or terminated by the Company at any time;

(b) the grant of the RSU Award is voluntary and occasional and does not create any contractual or other right to receive future RSU Awards, or benefits in lieu of RSU Awards, even if RSU Awards have been granted repeatedly in the past;

(c) all decisions with respect to future RSU Awards, if any, will be at the sole discretion of the Company;

(d) the Participant's participation in the Plan is voluntary;

(e) the future value of the Shares underlying the RSU Award is unknown and cannot be predicted with certainty;

(f) no claim or entitlement to compensation or damages shall arise from the forfeiture of the RSU Award resulting from a Termination of Service (for any reason whatsoever and whether or not in breach of local labor laws), and in consideration of the RSU Award to which the Participant is otherwise not entitled, the Participant irrevocably agrees never to institute any claim against the Company and/or the Employer, waives the Participant's ability, if any, to bring any such claim, and releases the Company and/or the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claims; and

(g) for the Participants residing outside of the U.S.A.:

(A) the RSU Award and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;

(B) the RSU Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, dismissal, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to past services for the Employer, the Company or any Parent, Subsidiary or Affiliate; and

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

8. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the sale of the

Shares acquired upon vesting of the RSU Award. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

9. Data Privacy.

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

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

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

10. Non-Disclosure of Confidential Information.

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

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

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

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

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

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

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

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

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

Company at any time during the two (2) years immediately prior to the termination of Participant's employment. A "Customer" shall not include any customer that Participant did not solicit, service, or have business-related dealings with or receive Confidential Information about in the last two (2) years of Participant's employment with the Company.

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

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

14. Additional Post-Employment Restrictive Covenant Terms.

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

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

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

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

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

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

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

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

17. Notices. Any notice required to be given or delivered to the Company shall be in writing and addressed to the Vice President of Finance of the Company at its corporate offices at 12515-8 Research Blvd, Suite 300, Austin, Texas 78759, or sent via email to the designated Company email address. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address indicated in the Company's records or to such other address as the Participant may designate in writing from time to time to the Company. All notices shall be deemed effectively given upon personal delivery, upon transmission by email (with confirmation of receipt), three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested), or one (1) business day after its deposit with any return receipt express courier (prepaid). Notices may also be delivered electronically in accordance with Section 20.

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

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

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

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

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

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

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

25. Entire Agreement; Recoupment.

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

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

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

FLEX LTD.

By:

Name:

Title:

PARTICIPANT

By:

Name:

Address:

FLEX LTD. AMENDED AND RESTATED 2017 EQUITY INCENTIVE PLAN

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

Terms and Conditions

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

Notifications

This Exhibit A also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Exhibit A as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time that the RSU Award vests and Shares are issued to the Participant or the Participant sells Shares acquired upon vesting of the RSU Award under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice (including for the avoidance of doubt legal and tax advice) as to how the relevant laws, regulations, guidance or any other similar rules in the Participant's country may apply to his or her situation. Finally, if the Participant is a citizen or resident of a country other than the one in which he or she is currently working or transfers employment after the Date of Grant, the information contained herein may not be applicable to the Participant.

PART 1 – LOCAL TERMS AND CONDITIONS

AUSTRIA

Notifications

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

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

BRAZIL

Terms and Conditions

This provision replaces Section 9 of the Agreement:

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

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

Notifications

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

Exchange Control Reporting Information. If the Participant is a resident or domiciled in Brazil, he or she will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights (i.e., the Shares individually and/or together with any other assets or rights) is equal to or greater than US\$1,000,000 (approximately BRL 5,276,900 as of March 2026) as verified on December 31st of any given calendar year. Additionally, if said aggregate value of assets and rights held abroad by the Participant is equal to or greater than US\$100,000,000 or its equivalent in other currencies (approximately BRL 527,690,000 as of March 2026), as verified on March 31st, June 30th and/or September 30th of any given calendar year, he or she will be required to submit one or more quarterly declarations to the Central Bank of Brazil, as applicable according to the dates and times defined by such authority. Foreign individuals holding Brazilian visas and residency authorizations are considered Brazilian residents for purposes of this reporting requirement and must declare at least the assets held abroad that were acquired subsequent to the Participant's date of admittance as a resident of Brazil. Assets and rights that must be reported include Shares issued upon vesting of the RSU Award under the Plan.

Foreign Asset / Account Reporting Information. If Participant is a resident or domiciled in Brazil, Participant may be required to submit a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil. If the aggregate value of such foreign assets and/or rights **fall between certain values (currently US\$1,000,000 or more but less than US\$100,000,000)** a declaration must be submitted annually. If

the aggregate value of such assets and/or rights exceeds a certain threshold (currently US\$100,000,000) a declaration must be submitted quarterly.

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

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

CANADA

Terms and Conditions

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

French Language Documents. A French translation of this document and certain other documents related to the RSU Award will be made available to the Participant concurrently with this document. Notwithstanding anything to the contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of this document and the Plan will govern the Participant’s participation in the Plan.

Documents en Langue Française. Une traduction française du présent document et de certains autres documents relatifs aux droits sur des actions assujettis à des restrictions (« RSU Awards ») sera mise à la disposition du Participant en même temps que le présent document. Nonobstant toute disposition contraire dans le Contrat, et à moins que le Participant n’indique le contraire, la traduction française du présent document et le Plan régira la participation du Participant au Plan.

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

For purposes of the RSU Award, and except as explicitly and minimally required under applicable legislation, the Participant’s Termination of Service (for any reason whatsoever, whether or not later found to be invalid, unlawful or in breach of employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant’s employment or service agreement, if any), will be measured by the date that is the earliest of (i) the date on which the Participant’s employment with the Employer is terminated, or (ii) the date the Participant receives written notice of termination from the Employer, regardless of any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under local law. For greater certainty, the Participant will not earn or be entitled to any pro-rated vesting, or other participation in the RSU Award or the Plan, for that portion of time before the date on which the Participant’s right to vest terminates, nor will the Participant be entitled to any compensation for lost vesting or other participation. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued vesting during a statutory notice period, the Participant’s right to vest in or otherwise benefit from the RSU Award, if any, will terminate effective upon the expiry of the minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting, or other participation in the Plan, if the vesting date falls after the end of the statutory notice period, nor will the Participant be entitled to any compensation for lost vesting, explicitly and minimally required under applicable legislation, or other participation.

Subject to applicable legislation, if the date the Participant is no longer actually providing services cannot be reasonably determined under the terms of this Agreement or the Plan, the Committee shall have the exclusive discretion to determine when the Participant is no longer providing services for purposes of the RSU Award.

Nature of Grant. Sections 7(f) and 7(g)(B) of the Agreement shall apply, except to the extent explicitly and minimally required under applicable legislation.

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

The Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Participant further authorizes the Company, any Parent, Subsidiary or Affiliate and the Committee to disclose and discuss the Plan with their advisors. The Participant further authorizes the Company and any Parent, Subsidiary or Affiliate to record such information and to keep such information in the Participant's employee file. The Participant further authorizes the Company and its subsidiaries and affiliates to record such information and to keep such information in the Participant's employee file. The Participant acknowledges and agrees that the Participant's personal information, including sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the United States. Finally, the Participant acknowledges and authorizes the Company and other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

Notifications

Securities Law Notification. The Participant is permitted to sell Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the NASDAQ stock market in the United States of America.

Foreign Asset/Account Reporting Information. The Participant is required to report any foreign specified property annually on Form T1135 (Foreign Income Verification Statement) if the total value of the Participant's foreign specified property exceeds C\$100,000 at any time during the year. The form must be filed by April 30th of the following year. Foreign specified property includes cash proceeds received upon settlement of RSU Awards and may include unvested RSU Awards. It is the Participant's responsibility to comply with these reporting obligations, and the Participant should consult his or her own personal tax advisor in this regard before taking any action.

CHINA

Terms and Conditions

Sale of Shares upon Termination of Service. This provision supplements Section 1.1(d) of the Agreement:

Due to local regulatory requirements, in the event the Participant has a Termination of Service for any reason, the Participant shall be required to sell all Vested Shares issued pursuant to the Plan no later than six (6) months after the Termination Date (or such other period as may be required by the State Administration of Foreign Exchange ("**SAFE**") or the Company and repatriate the sale proceeds to China in the manner designated by the Company. However, in the case of Vested Shares issued to Participant after Termination of Service due to Retirement, the six (6) month period shall run from the date the Vested Shares are issued to the Participant. The Participant further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Vested Shares (on the Participant's behalf pursuant to this authorization) and the Participant expressly authorizes the Company's designated broker to complete the sale of such Vested Shares. The Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Vested Shares at any particular price. Upon the sale of the Vested Shares, the Company agrees to pay the Participant the cash proceeds from the sale, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items.

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

due to exchange control restrictions in China. The Participant agrees to bear any currency fluctuation risk between the time the Vested Shares are sold and the time the sale proceeds are distributed through any such special exchange account. The Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China. These requirements will not apply to non-PRC citizens.

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

Data Privacy

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

these rights or to exercise these rights, the Participant can contact his or her local human resources department.

CZECH REPUBLIC

Notifications

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

DENMARK

Notifications

Danish Stock Options Act. By accepting the RSU Award, the Participant acknowledges that he or she received an Employer Statement, translated into Danish attached hereto, which is being provided to comply with the Danish Stock Option Act as amended effective January 1, 2019, to the extent that the Danish Stock Option Act applies to the RSU Award.

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

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

Foreign Asset/Account Reporting Information. If the Participant is resident in Denmark and establishes or holds an account outside Denmark that holds Shares or cash, the Participant is required to report such foreign account(s) to the Danish Tax Administration (Skattestyrelsen) as part of the Participant's annual Danish tax return under the section relating to foreign income and assets. The form which should be used in this respect can be obtained from a local bank.

FINLAND

Terms and Conditions

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

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

Notifications

Foreign Asset/Account Reporting Information. Finland has not adopted any specific reporting requirements with respect to foreign assets/accounts. However, Participant should check Participant's pre-completed tax return to confirm that the ownership of Shares and other securities (foreign or domestic) are correctly reported. If Participant finds any errors or omissions, Participant must make the necessary corrections electronically or by sending specific paper forms to the local tax authorities.

FRANCE

Terms and Conditions

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

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

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

Notifications

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

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

GERMANY

Notifications

Exchange Control Notification. Cross-border payments in excess of €50,000 must be reported to the German Federal Bank (*Bundesbank*) on a monthly basis. The Employer will report certain information related to the RSU Award, as required to comply with this obligation. If the Participant otherwise receives a payment in excess of this amount (e.g., if the Participant sells Shares via a foreign broker, bank or service provider and receive proceeds in excess of this amount and/or if the Company withholds Shares with a value in excess this amount to recover Tax-Related Items due by the Participant in connection with the Plan), the Participant must report the payment and/or the value of the Shares withheld or sold to the Bundesbank, either electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available on the Bundesbank website (www.bundesbank.de) or via such other method (e.g., by email or telephone) as is permitted or required by Bundesbank. The report must be submitted monthly or within such other timing as is permitted or required by Bundesbank.

Foreign Asset/Account Reporting Notification. If the acquisition of Shares in the Company under the Plan leads to a so-called "qualified participation" at any point during the calendar year, the Participant will need to report the acquisition when filing the tax return for the relevant year (at the latest 14 months after the end of such calendar year). A "qualified participation" is attained if (i) the acquisition costs of all participations in the

Company exceed €150,000 (if the Participant owns 1% or more of the Company's nominal share capital) or (ii) the participant holds Shares exceeding 10% of the nominal share capital of the Company.

HONG KONG

Terms and Conditions

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

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

Notifications

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

HUNGARY

IF THE PARTICIPANT IS AN EMPLOYEE

Terms and Conditions

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

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

INDIA

Notifications

Exchange Control Information. The Participant must repatriate the proceeds from the sale of Vested Shares acquired under the Plan within the time frame prescribed under applicable Indian exchange control laws as may be amended from time to time, unless an exemption from the repatriation requirement applies (such as reinvesting the proceeds into non-Indian securities). The Participant must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Employer requests proof of repatriation. It is the Participant's responsibility to comply with applicable exchange control laws in India. This only applies to a Participant who qualifies as a person resident in India under the Indian foreign exchange laws.

Additionally, the Participant must inform their Employer of any divestment made by them in relation to the Vested Shares within 7 days of undertaking such divestment. This is to enable the Indian Employer to

undertake the mandatory reporting of the investment and divestment made by the Participant(s) to the Reserve Bank in India in Form OPI.

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

IRELAND

Terms and Conditions

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

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

Notifications

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

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

ISRAEL

Terms and Conditions

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

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

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

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

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

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

Taxes. In addition to the provisions included in the Agreement, it is clarified that any and all taxes imposed in respect of the RSU Awards and/or underlying Shares, including, but not limited to, the grant of the RSU Awards, and/or the vesting, exercise, transfer, waiver, or expiration of RSU Awards and/or underlying Shares, and/or the sale of underlying Shares, shall be borne solely by the Participant, and in the event of death, by the Participant’s heirs. The Company, any Subsidiary, the Trustee or anyone on their behalf shall not be required to bear the aforementioned tax, directly or indirectly, nor shall they be required to gross up such tax in the

Participant's salary or remuneration. The applicable tax shall be withheld from the proceeds of sale of underlying Shares or shall be paid to the Company or any Subsidiary or the Trustee by the Participant. Notwithstanding the foregoing, the Company or any Subsidiary or the Trustee shall be entitled to withhold tax as it deems necessary to comply with applicable law and to deduct any tax from payments otherwise due to the Participant from the Company or any Subsidiary or the Trustee. The ramifications of any future modification of applicable law regarding the taxation of the RSU Awards granted to the Participant shall apply to the Participant accordingly and the Participant shall bear the full cost thereof, unless such modified laws expressly provide otherwise.

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

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

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

Notifications

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

ITALY

Terms and Conditions

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

The Participant understands that as a Data Controller according to Art 4 Para 1.7 Reg. UE/2016/679 ("**GDPR**") the Company and the Employer as the Privacy Representative of the Company in Italy (the "**Controller**"), may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Parent, Subsidiary or Affiliate, details of all RSU Awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or

outstanding in the Participant's favor. The Company and the Employer inform the Participant as per Art. 12-13 GDPR that they will process said data and other data lawfully received from a third party ("**Personal Data**") according to a level of security equal to that required by the GDPR or by the US Data Privacy Framework; Personal Data will be processed for the exclusive purpose of managing and administering the Plan (and so on the legal basis of Art. 6 para. 1 lit. b GDPR) and complying with applicable laws, regulations and Community legislation (and so on the legal basis of Art. 6 para. 1 lit. c GDPR). The Participant understands that Personal Data may also be transferred to the independent registered public accounting firm engaged by the Company, and also to the legitimate addressees under applicable laws. The Participant also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that the Participant's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant's ability to participate in the Plan. The Participant understands that Personal Data will not be publicized, but it may be accessible by the Company and the Employer and within the Employer's organization by its internal and external personnel in charge of processing, and by the data processor, if appointed. The updated list of processors and of the subjects to which Personal Data are communicated will remain available upon request at the Employer. Furthermore, Personal Data may be transferred to banks, other financial institutions or brokers involved in the management and administration of the Plan. The Participant further understands that the Company and any Parent, Subsidiary or Affiliate will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan, and that the Company and any Parent, Subsidiary or Affiliate may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom the Participant may elect to deposit any Vested Shares acquired under the Plan or any proceeds from the sale of such Shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that these recipients may be acting as controllers, processors or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in or outside the European Economic Area, such as in the United States, Singapore or elsewhere, in countries that do not provide an adequate level of data protection as intended under Italian privacy law.

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

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

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

Data will not be used for direct marketing purposes. In addition, Personal Data provided can be reviewed and questions or complaints can be addressed by contacting the Participant's human resources department.

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

Notifications

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

Foreign Asset / Account Reporting Information. If the Participant is an Italian resident who, at any time during the fiscal year, holds foreign financial assets (including cash and Shares) which may generate income taxable in Italy, such Participant is required to report these assets in his or her annual Italian tax return (UNICO Form, RW Schedule) for the year during which the assets are held, or on a specific filing if no tax return is otherwise due. These reporting obligations also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian anti-money laundering provisions.

Foreign Asset Tax (IVAFE). The value of any Shares (and other financial assets) held outside Italy by individuals resident in Italy may be subject to Italian foreign financial asset tax (IVAFE). The taxable amount will be the fair market value of the financial assets (e.g., Shares) assessed at the end of the calendar year. The value of financial assets held abroad must be reported in the RW Schedule of the annual Italian tax return.

JAPAN

Notifications

Exchange Control/Tax Reporting Information. If the aggregate fair value of the Shares issued pursuant to the RSU Award is more than JPY 100,000,000, the reporting requirement is applicable under the Japanese foreign exchange rules. In addition, the Participant is required to report the details of any assets held outside of Japan as of December 31 (including the Shares acquired under the Plan) to the relevant tax authority by June 30 of the following year to the extent such assets have a total net fair market value in excess of JPY 50,000,000.

Foreign Asset/Account Reporting Information. If the Participant is a Japanese resident, the Participant may be required to report details of any assets held outside Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. This report is due by March 15 each year.

KOREA

Notifications

Exchange Control Information. Korean residents who sell Shares acquired under the Plan and/or receive cash dividends on the Shares must file a report with a Korean foreign exchange bank if the proceeds exceed a certain threshold (currently US\$5,000 per transaction) and are deposited into a non-Korean bank account. The report is not required if proceeds are deposited into a non-Korean brokerage account. It is the Participant's responsibility to ensure compliance with any applicable exchange control reporting obligations.

Foreign Asset/Account Reporting Information. If the Participant is a Korean resident, the Participant must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts in June of the following year if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year.

MALAYSIA

Notifications

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

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

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

MEXICO

Terms and Conditions

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

Section 7

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

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

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

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

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

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

Spanish Translation

Términos y condiciones

Las siguientes disposiciones complementan las secciones 7 del Acuerdo:

Sección 7

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

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

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

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

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

Derecho a Reclamaciones o Indemnizaciones. El Participante declara que no se reserva ninguna acción o derecho para interponer reclamo alguno en contra de la Compañía o su empleador por indemnización o daño alguno como resultado de su participación en el Plan y, en consecuencia, otorga el más amplio finiquito al

Empleador, así como a la Compañía o su Matriz, Subsidiaria o Filiales con respecto a cualquier reclamo que pudiera originarse en virtud del Plan.

NETHERLANDS

Notifications

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

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

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

NORWAY

Terms and Conditions

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

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

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

The Participant further understands that the Company and any Parent, Subsidiary or Affiliate will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant’s participation in the Plan, and that the Company and any Parent, Subsidiary or Affiliate may each further transfer Personal Data to third parties assisting the Company in the implementation,

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

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

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

POLAND

Notifications

Exchange Control Information. If the Participant transfers funds exceeding the equivalent of EUR 15,000 in a single transaction, the Participant may be required to carry out such transfer through a bank account, depending on the nature of the transaction and applicable Polish foreign exchange regulations. The Participant is required to retain all documents connected with foreign exchange transactions for a period of five (5) years, calculated from the end of the calendar year in which foreign exchange transactions were made.

Foreign Asset/Account Reporting Information. If the Participant is a Polish resident, the Participant may be required to file quarterly statistical reports with the National Bank of Poland (Narodowy Bank Polski) if the Participant holds foreign securities (including Shares) and/or maintains accounts outside Poland. Such reports include information on transactions and balances of foreign securities and cash. This reporting obligation generally applies if the aggregate value of foreign securities and cash (combined with all other assets held abroad) exceeds PLN 7,000,000 during the relevant reporting period.

ROMANIA

Terms and Conditions

Non-compete.

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

1. The Participant is forbidden to carry out in his/her own interest or a third party, directly or indirectly, dependent or independent activities in the fields of activity set forth in any confidentiality, non-competition, non-solicitation or similar agreement between the Participant and the Company or any Affiliate thereof, for the benefit of but not limited to any competitor of the Company (i.e., which has the same core business as the Company).

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

Notifications

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

SINGAPORE

Terms and Conditions

Data Protection. The Participant acknowledges that:

- (a) the personal data of the Participant as contained in each document and/or any other notice or communication given or received pursuant to the Plan and/or the Agreement, and/or which is otherwise collected from the Participant (or his or her authorized representative(s)), will be collected, used and disclosed by the Company and/or the relevant subsidiary for the purposes of implementing and administering the Plan, and in order to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines;

- (b) by participating in the Plan, the Participant also consents to the collection, use and disclosure of his or her personal data for all such purposes, including disclosure of personal data of the Participant held by the Company and/or the relevant subsidiary to any of their affiliates and/or to third party administrators who provide services to the Company (whether within or outside Singapore), and to the collection, use and further disclosure by such persons of such personal data for such purposes; and
- (c) the Participant also warrants that where he or she discloses the personal data of third parties to the Company and/or the relevant subsidiary in connection with the Plan and/or the Agreement, he or she has obtained the prior consent of such third parties for the Company and/or the relevant subsidiary to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations and/or guidelines. The Participant shall indemnify the Company and/or the relevant subsidiary in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Participant's breach of this warranty.
- (d) to the extent that the Participant withdraws consent, the Company may use its discretion under the Agreement to terminate the RSU Award for no consideration.

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

Notifications

Securities Law Information. The RSU Award is being granted pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”) and is not being granted to the Participant with a view to the Shares acquired from the Award being subsequently offered for sale to any other party. The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore. Further, the grant of the RSU Award is subject to section 257 of the SFA and the Participant should not sell, or offer to sell, any Shares acquired pursuant to the award in Singapore, unless such sale or offer is made (i) after six months from the Date of Grant or (ii) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

To the extent the Participant sells, offers to sell or otherwise disposes of Shares acquired through the Plan within six months of the Date of Grant, the Participant is permitted to dispose of such Shares through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside Singapore through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the NASDAQ Stock Market in the United States of America.

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

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

Upon the vesting of the Shares underlying the RSU Award and the delivery of Shares to the Participant resulting in the Participant becoming a registered shareholder of the Company, there is a change in the nature of the interest the Participant holds from a beneficial interest arising contractually under the RSU Award to a

legal interest as a registered shareholder of the Company. As a result, the Participant is required within two business days, to notify the Singapore Entity(ies) of this technical change in the nature of the Participant's interest in the Shares of the Company, to enable the Singapore Entity(ies) to meet its statutory obligations and update its Register of Directors' Shareholdings within three days of receiving the Participant's notification.

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

SLOVAK REPUBLIC

There are no country specific provisions.

SOUTH AFRICA

Terms and Conditions

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

By accepting the RSU Award, the Participant agrees to notify the Employer of the amount of any gain realized at vesting and settlement of the RSU Award. If the Participant fails to advise the Employer of the gain realized at vesting and settlement of the RSU Award, he or she may be liable for a fine. The Participant will be solely responsible for paying any difference between the actual tax liability and the amount withheld by the Employer.

Notifications

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

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

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

SWEDEN

Terms and Conditions

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

Without limiting the Company's or the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in this Agreement, by accepting the RSU Award, the Participant authorizes the

Company to withhold Shares or to sell Shares otherwise deliverable to the Participant upon vesting/settlement to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

SWITZERLAND

Notifications

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

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

Tax Reporting Information.

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

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

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

TAIWAN

Notifications

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

Exchange Control Information. The Participant may acquire and remit foreign currency (including proceeds from the sale of Shares) into and out of Taiwan up to US\$10,000,000 (approximately TW\$ 320,000,000 as of March 2026) per year for inward and outward remittances. On the contrary, the approval of the Central Bank of Taiwan would be required for making inward and outward remittances of foreign exchange that, in the aggregate, exceed the US\$10,000,000 annual quota. If the transaction amount is TW\$ 500,000 or more in a

single transaction, the Participant must submit a Foreign Exchange Transaction Form and also provide supporting documentation to the satisfaction of the remitting bank.

TÜRKIYE

Notifications

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

Exchange Control Information. If the Participant is a Turkish resident, the Participant is permitted to sell foreign securities (such as the Shares) through intermediary financial institutions that are approved under the Capital Market Law (i.e., banks licensed in Türkiye). Therefore, a Turkish financial intermediary may be required in connection with the sale of any Shares acquired under the Plan. The Participant acknowledges that Participant is solely responsible for engaging such Turkish financial intermediary.

UNITED KINGDOM

Terms and Conditions

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

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

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the amount of any income tax not collected from or paid by the Participant may constitute a benefit to the Participant on which additional income tax and National Insurance contributions may be payable. The Participant understands that they will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any National Insurance contributions due on this additional benefit, which may also be recovered from the Participant through any means set forth in this Section 6.1 of the Agreement.

In the event that the Participant has failed to make arrangements pursuant to Section 6.1 of the Agreement, for the amount so indemnified hereunder, the Participant shall pay to the Company (or such other affiliate, as the case may be) the balance in cash promptly on written demand and in any event within 60 days from the date on which any relevant amount indemnified is due to be accounted for to the applicable tax authority. If such payment is not made, the Participant shall also be liable to account to the Company or any affiliate for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of Income Tax (Earnings and Pensions) Act 2003.

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

any successor to the Company and/or the Employer. The Participant further agrees that the Company and/or the Employer may collect the Employer NICs from the Participant by any of the means set forth in Section 6.1 of the Agreement.

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

PART 2 – GDPR

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

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

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

The following shall apply:

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

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

**FORM OF PERFORMANCE-BASED RESTRICTED SHARE
UNIT AWARD AGREEMENT**

This Performance-Based Restricted Share Unit Award Agreement (this “**Agreement**”) is entered into as of [«Grant Date»] (the “**Grant Date**” or “**Effective Date**”) by and between Flex Ltd., a Singapore corporation (the “**Company**”), and [«First» «Last»] (the “**Participant**”), and sets forth the terms and conditions of an award of [«Total Target Shares»] performance-based restricted share units (“**PSUs**”) (representing the aggregate Target Amount).

Capitalized terms not defined herein shall have the meaning ascribed to them in the Flex Ltd. Amended and Restated 2017 Equity Incentive Plan, as amended from time to time (the “**Plan**”). The Performance-Based Restricted Share Unit Award (the “**PSU Award**”) is granted subject to and in accordance with the express terms and conditions of the Plan and this Agreement, including the PSU Award terms set forth in Exhibit A (the “**Individual Award Terms**”) and any applicable country-specific terms set forth in Exhibit B. By accepting the PSU Award, the Participant agrees to be bound by the terms and conditions of the Plan, this Agreement, and the Exhibits hereto, and acknowledges receipt of a copy of the Plan and the official prospectus for the Plan, which are also available at the offices of the Company.

The Participant must affirmatively acknowledge and accept this PSU Award within 120 days following the Grant Date. Failure to do so will result in automatic forfeiture of this PSU Award.

1. Grant of PSU Award.

1.1 Grant of PSU Award. Subject to the terms and conditions of the Plan and this Agreement, including any country-specific terms set forth in Exhibit B, the Company hereby grants to the Participant a PSU Award for the number of Ordinary Shares set forth above (the “**Shares**”), which Shares are subject to EPS performance criteria (the “**Target EPS Shares**”).

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

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

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

(c) *Termination of Service due to Death or Disability.* Notwithstanding anything in this Agreement to the contrary, if the Participant has a Termination of Service due to death or Disability, then (i) the PSU Award and all rights and obligations hereunder will not terminate and (ii) the applicable number of Vested Shares shall be issued to the Participant as soon as administratively practicable following the Termination of Service due to death or Disability (with the issuance date being deemed as the Release Date for purposes of this Section 1.1(c)), pursuant to the Performance Criteria based upon (x) actual performance for any completed EPS Measurement Period during the EPS Performance Period, (y) target performance for any unfinished EPS Measurement Period during the EPS Performance Period and (z) pro-rated based on the fraction of the EPS Performance Period during which the Participant was employed prior to death or Disability.

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

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

(e) *Change of Control.* Notwithstanding anything in this Agreement to the contrary, if a Change of Control occurs on or prior to the Participant’s Termination Date, the vesting of any outstanding portion of the PSU Award will be governed by the applicable provisions of Section 10.2 of the Plan.

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

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

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

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

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

2. Delivery.

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

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

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

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

5. Stop-Transfer Orders.

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

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

6. Taxes and Disposition of Shares.

6.1 Tax Obligations.

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

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

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

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

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

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

(a) the Plan is established voluntarily by the Company, is discretionary in nature and may be amended, suspended or terminated by the Company at any time;

(b) the grant of the PSU Award is voluntary and occasional and does not create any contractual or other right to receive future PSU Awards, or benefits in lieu of PSU Awards, even if PSU Awards have been granted repeatedly in the past;

(c) all decisions with respect to future PSU Awards, if any, will be at the sole discretion of the Company;

(d) the Participant's participation in the Plan is voluntary;

(e) the future value of the Shares underlying the PSU Award is unknown and cannot be predicted with certainty;

(f) no claim or entitlement to compensation or damages shall arise from the forfeiture of the PSU Award resulting from a Termination of Service (for any reason whatsoever and whether or not in breach of local labor laws), and in consideration of the PSU Award to which the Participant is otherwise not entitled, the Participant irrevocably agrees never to institute any claim against the Company and/or the Employer, waives the Participant's ability, if any, to bring any such claim, and releases the Company and/or the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claims; and

(g) if the Participant resides outside of the U.S.A.:

(A) the PSU Award and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;

(B) the PSU Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, dismissal, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to past services for the Employer, the Company or any Parent, Subsidiary or Affiliate; and

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

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

9. Data Privacy.

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

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

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

10. Non-Disclosure of Confidential Information.

(a) The Participant acknowledges that the Company's business and services are highly specialized, the identity and particular needs of the Company's customers, suppliers, and independent contractors are not generally known, and the documents, records, and information regarding the Company's customers, suppliers, independent contractors, services, methods of operation, policies, procedures, sales, pricing, and costs are highly confidential

information and constitute trade secrets. The Participant further acknowledges that the services rendered to the Company by the Participant have been or will be of a special and unusual character which have a unique value to the Company and that the Participant has had or will have access to trade secrets and confidential information belonging to the Company, the loss of which cannot be adequately compensated by damages in an action at law.

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

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

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

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

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

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

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

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

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

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

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

14. Additional Post-Employment Restrictive Covenant Terms.

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

(b) Subsequent Employment. Participant agrees that, while employed by the Company and for twelve (12) months thereafter, Participant will communicate the terms of the Post-Employment Restrictive Covenants to any person, firm, association, partnership, corporation, or other entity that Participant intends to become employed by,

associated with or represent, or contract for, prior to accepting and engaging in such employment, contract, association and/or representation.

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

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

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

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

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

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

17. Notices. Any notice required to be given or delivered to the Company shall be in writing and addressed to the Vice President of Finance of the Company at its corporate offices at 12515-8 Research Blvd, Suite 300, Austin, Texas 78759, or sent via email to the designated Company email address. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address indicated in the Company's records or to such other address as the Participant may designate in writing from time to time to the Company. All notices shall be deemed effectively given upon personal delivery, upon transmission by email (with confirmation of receipt), three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested), or one (1) business day after its deposit with any return receipt express courier (prepaid). Notices may also be delivered electronically in accordance with Section 20.

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

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

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

21. Exhibits. The Individual Award Terms applicable to this PSU Award are set forth in Exhibit A. The PSU Award shall also be subject to any special terms and provisions for the Participant's country as set forth in Exhibit B. If the Participant relocates to one of the countries included in Exhibit B, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable to comply with local law or facilitate the administration of the Plan. Each of Exhibit A and Exhibit B constitutes part of this Agreement.

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

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

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

25. Entire Agreement; Recoupment.

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

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

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

FLEX LTD.

By:

Name:

Title:

PARTICIPANT

By:

Name:

Address:

FLEX LTD. AMENDED AND RESTATED 2017 EQUITY INCENTIVE PLAN

**EXHIBIT A TO THE
PERFORMANCE-BASED RESTRICTED SHARE UNIT AWARD AGREEMENT**

INDIVIDUAL AWARD TERMS

PERFORMANCE MEASUREMENT, VESTING, AND RELEASE

1. **EPS Performance Criteria:** Vesting is based on the Company's growth of adjusted earnings per share ("*EPS*" or "*EPS Growth*"), measured with respect to each EPS Measurement Period described below and averaged with respect to all three (3) EPS Measurement Periods that relate to the EPS Performance Period (i.e., the Company's average EPS growth).
2. **EPS Performance Period:** The three (3)-year period commencing on the first day of the fiscal year in which the Effective Date of this PSU Award occurs and ending on the last day of the third fiscal year thereafter.
3. **EPS Measurement Period:** Performance is measured over a three-year EPS Performance Period in three discrete annual Measurement Periods. Each "*EPS Measurement Period*" means a single fiscal year within the EPS Performance Period (i.e., Year 1, Year 2, and Year 3).
4. **EPS Payout Table:** Payouts can range from 0 - 250% of the Target EPS Shares (such 250% of Target EPS Shares, the "*Maximum EPS Shares*") based on the achievement levels set forth in the chart below:

<u>Performance Level</u>	<u>Year on Year EPS Growth</u>	<u>Awards Earned as a % of the Target</u>
Maximum	$\geq x\%$	250%*
Below Maximum / Above High	$> x\% - < x\%$	Interpolate
High	$x\%$	200%
Below High / Above Target	$> x\% - < x\%$	Interpolate
Target	$x\%$	100%
Below Target / Above Low	$> x\% - < x\%$	Interpolate
Low	$x\%$	85%
Below Low / Above Threshold	$> x\% - < x\%$	Interpolate
Threshold	$x\%$	50%
Below Threshold	$< x\%$	0%

5. **rTSR Modifier:** If the Company's TSR performance over the three-year EPS Performance Period is below the 25th percentile rank relative to the rTSR Peer Companies, then the Maximum EPS Shares pursuant to the EPS program will be capped at 200% of Target EPS Shares. As used herein, "*rTSR Peer Companies*" means the companies set forth below in Section 9 of this Exhibit A; *provided, however*, that the Peer Companies will be subject to change as described below.
6. **Payout Matters:** If threshold performance is not attained with respect to Target EPS Shares then the PSU Award pursuant to the EPS program will be forfeited in its entirety. If threshold performance is attained, the applicable number of Shares will vest (as Vested Shares). If applicable, such number of Vested Shares will be determined on an interpolated basis for performance between (i) threshold and low, (ii) low and target, (iii) target and high, or (iv) high and maximum, as the case may be, per the above Payout Table. Fractional percentage points will be rounded to the nearest tenth of a percentage point with respect to EPS Payout Table. The foregoing describes payout matters in general terms and is subject to Sections 1.1(b) and (c) of this Agreement.

7. **Vesting / Release:** If the EPS Performance Criteria (the “*Performance Criteria*”) is attained, the applicable number of Shares will vest (as Vested Shares) on the date the Committee certifies the level of achievement of the EPS Performance Criteria during the EPS Performance Period (which may include the determination of the Company’s TSR performance over the three-year EPS Performance Period). The Vested Shares will be released as soon as administratively practicable thereafter (such date of release being the “*Release Date*”), and in any event following the end of the EPS Performance Period, and certification of results by the Committee, but prior to June 30, 2029. Applicable tax withholding and reporting will be contingent on the closing price on the Release Date. The foregoing describes vesting and release matters in general terms and is subject to Sections 1.1(b) and (c) of this Agreement.

8. **EPS- AND TSR-RELATED DEFINITIONS AND ADDITIONAL INFORMATION**

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

Earnings Per Share Growth:

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

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

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

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

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

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

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

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

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

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

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

The formula for calculating the Company’s TSR percentile rank is as follows:

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

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

EXAMPLES

The examples below assume x Total Target EPS Shares are awarded on the Grant Date

Scenario 1:

Outcome: Maximum EPS Growth Performance and rTSR Percentile Rank at xth percentile, each over the EPS Performance Period

EPS Growth Percentage: x%

EPS Award Earned: x% is greater than x% (Maximum Performance Level) and rTSR performance over the EPS Performance Period is above xth percentile rank relative to rTSR Peer Companies, so maximum earnings of x% of the Target EPS Shares, or x Vested Shares is achieved

Scenario 2:

Outcome: Between High and Maximum EPS Growth Performance and rTSR Percentile Rank at xth percentile, each over the EPS Performance Period

EPS Growth Percentage: x%

EPS Award Earned: x% is greater than x% (High Performance Level) and less than x% (Maximum Performance Level). Interpolation would not apply since the rTSR performance over the EPS Performance Period is below xth percentile rank relative to rTSR Peer Companies, so earnings capped at x% of the Target EPS Shares, or x Vested Shares is achieved

9. rTSR PEER COMPANIES:

3M	AECOM	AGCO
APi Group	Arrow Electronics	ASUSTek Computer
AtkinsRealis	Avnet	Builders FirstChoice
CDW	Celestica	Coherent
Compal Electronics	Corning	Cummins
Dell Tech	Dycom Industries	EMCOR Group
Equinix	Far Eastern New Century	Ferguson Enterprises
Finning International	Fluor	General Dynamics
Giga-Byte Tech	HPE	HP
Huntington Ingalls	Icahn Enterprises	Ingram Micro
Inventec	Jabil	MasTec
Oshkosh	PACCAR	Pegatron
Primoris Services	Quanta Computer	Quanta Services
QXO	Resideo Tech	Rush Enterprises
Sandisk	Sanmina	Seagate Tech
StandardAero	Stanley Black & Decker	Super Micro Computer
TD SYNnex	TE Connectivity	Textron
UFP Industries	Vertiv	Watsco
WESCO International	Western Digital	Wistron
Wiwynn	WSP Global	WT Microelectronics
Zhen Ding Tech		

FLEX LTD. AMENDED AND RESTATED 2017 EQUITY INCENTIVE PLAN

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

Terms and Conditions

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

Notifications

This Exhibit B also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Exhibit B as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time that the RSU Award vests and Shares are issued to the Participant or the Participant sells Shares acquired upon vesting of the RSU Award under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice (including for the avoidance of doubt legal and tax advice) as to how the relevant laws, regulations, guidance or any other similar rules in the Participant's country may apply to his or her situation. Finally, if the Participant is a citizen or resident of a country other than the one in which he or she is currently working or transfers employment after the Date of Grant, the information contained herein may not be applicable to the Participant.

PART 1 – LOCAL TERMS AND CONDITIONS

AUSTRIA

Notifications

Exchange Control Information. If the Participant holds Shares acquired under the Plan outside of Austria, the Participant must submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of any given quarter does not exceed €5,000,000. If the threshold is exceeded, quarterly obligations are imposed, with the reporting deadline being the fifteenth day of the month immediately following the end of a calendar quarter. When the Participant sells Vested Shares issued under the Plan, there may be exchange control obligations if the cash received is held outside of Austria. If the transaction volume of all the Participant's accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month.

BRAZIL

Terms and Conditions

This provision replaces Section 9 of the Agreement:

The Participant understands that the Company may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Parent, Subsidiary or Affiliate, details of all RSU Awards or any other entitlement to Shares

awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, and that the Company will process said data and other data lawfully received from any third party ("**Personal Data**") for the exclusive purpose of managing and administering the Plan and complying with applicable laws and regulations. The Participant also understands that providing the Company with Personal Data is mandatory for compliance with laws and is necessary for the performance of the Plan and that the Participant's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant's ability to participate in the Plan. Personal Data may be transferred to relevant parties for the purposes of managing the Plan, such as banks, other financial institutions or brokers involved in the management and administration of the Plan. More specifically, the Participant further understands that the Company and any Parent, Subsidiary or Affiliate will transfer Personal Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan, and that the Company and any Parent, Subsidiary or Affiliate may each further transfer Personal Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Personal Data to a broker or other third party with whom the Participant may elect to deposit any Vested Shares acquired under the Plan or any proceeds from the sale of such Shares. Such recipients may receive, possess, use, retain and transfer Personal Data in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that these recipients may be acting as controllers or processors, as the case may be, according to applicable privacy laws, and that they may be located in or outside Brazil, such as in the United States and/or Singapore or elsewhere, in countries that may provide a different level of data protection as intended under Brazilian privacy law.

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

<https://flex.com/company/policies/privacy-policy>.

Notifications

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

Exchange Control Reporting Information. If the Participant is a resident or domiciled in Brazil, he or she will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights (i.e., the Shares individually and/or together with any other assets or rights) is equal to or greater than US\$1,000,000 (approximately BRL 5,276,900 as of March 2026) as verified on December 31st of any given calendar year. Additionally, if said aggregate value of assets and rights held abroad by the Participant is equal to or greater than US\$ 100,000,000 or its equivalent in other currencies (approximately BRL 527,690,000 as of March 2026), as verified on March 31st, June 30th and/or September 30th of any given calendar year, he or she will be required to submit one or more quarterly declarations to the Central Bank of Brazil, as applicable according to the dates and times defined by such authority. Foreign individuals holding Brazilian visas and residency authorizations are considered Brazilian residents for purposes of this reporting requirement and must declare at least the assets held abroad that were acquired subsequent to the Participant's date of admittance as a resident of Brazil. Assets and rights that must be reported include Shares issued upon vesting of the RSU Award under the Plan.

Foreign Asset / Account Reporting Information.

If Participant is a resident or domiciled in Brazil, Participant may be required to submit a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil.

If the aggregate value of such foreign assets and/or rights **fall between certain values (currently US\$1,000,000 or more but less than US\$100,000,000)** a declaration must be submitted annually.

If the aggregate value of such assets and/or rights exceeds a certain threshold (currently US\$100,000,000) a declaration must be submitted quarterly.

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

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

CANADA

Terms and Conditions

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

French Language Documents. A French translation of this document and certain other documents related to the RSU Award will be made available to the Participant concurrently with this document. Notwithstanding anything to the contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of this document and the Plan will govern the Participant’s participation in the Plan.

Documents en Langue Française. Une traduction française du présent document et de certains autres documents relatifs aux droits sur des actions assujettis à des restrictions (« RSU Awards ») sera mise à la disposition du Participant en même temps que le présent document. Nonobstant toute disposition contraire dans le Contrat, et à moins que le Participant n’indique le contraire, la traduction française du présent document et le Plan régira la participation du Participant au Plan.

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

For purposes of the RSU Award, and except as explicitly and minimally required under applicable legislation, the Participant’s Termination of Service (for any reason whatsoever, whether or not later found to be invalid, unlawful or in breach of employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant’s employment or service agreement, if any), will be measured by the date that is the earliest of (i) the date on which the Participant’s employment with the Employer is terminated, or (ii) the date the Participant receives written notice of termination from the Employer, regardless of any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under local law. For greater certainty, the Participant will not earn or be entitled to any pro-rated vesting, or other participation in the RSU Award or the Plan, for that portion of time before the date on which the Participant’s right to vest terminates, nor will the Participant be entitled to any compensation for lost vesting or other participation. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued vesting during a statutory notice period, the Participant’s right to vest in or otherwise benefit from the RSU Award, if any, will terminate effective upon the expiry of the minimum statutory notice period, but the Participant will not earn or be entitled to pro-rated vesting, or other participation in the Plan, if the vesting date falls after the end of the statutory notice period, nor will the Participant be entitled to any compensation for lost vesting, explicitly and minimally required under applicable legislation, or other participation.

Subject to applicable legislation, if the date the Participant is no longer actually providing services cannot be reasonably determined under the terms of this Agreement or the Plan, the Committee shall have the exclusive discretion to determine when the Participant is no longer providing services for purposes of the RSU Award.

Nature of Grant. Sections 7(f) and 7(g)(B) of the Agreement shall apply, except to the extent explicitly and minimally required under applicable legislation.

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

The Participant hereby authorizes the Company and the Company’s representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Participant further authorizes the Company, any Parent, Subsidiary or Affiliate and the

Committee to disclose and discuss the Plan with their advisors. The Participant further authorizes the Company and any Parent, Subsidiary or Affiliate to record such information and to keep such information in the Participant's employee file. The Participant further authorizes the Company and its subsidiaries and affiliates to record such information and to keep such information in the Participant's employee file. The Participant acknowledges and agrees that the Participant's personal information, including sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the United States. Finally, the Participant acknowledges and authorizes the Company and other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

Notifications

Securities Law Notification. The Participant is permitted to sell Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the NASDAQ stock market in the United States of America.

Foreign Asset/Account Reporting Information. The Participant is required to report any foreign specified property annually on Form T1135 (Foreign Income Verification Statement) if the total value of the Participant's foreign specified property exceeds C\$100,000 at any time during the year. The form must be filed by April 30th of the following year. Foreign specified property includes cash proceeds received upon settlement of RSU Awards and may include unvested RSU Awards. It is the Participant's responsibility to comply with these reporting obligations, and the Participant should consult his or her own personal tax advisor in this regard before taking any action.

CHINA

Terms and Conditions

Sale of Shares upon Termination of Service. This provision supplements Section 1.1(d) of the Agreement:

Due to local regulatory requirements, in the event the Participant has a Termination of Service for any reason, the Participant shall be required to sell all Vested Shares issued pursuant to the Plan no later than six (6) months after the Termination Date (or such other period as may be required by the State Administration of Foreign Exchange ("**SAFE**") or the Company and repatriate the sale proceeds to China in the manner designated by the Company. However, in the case of Vested Shares issued to Participant after Termination of Service due to Retirement, the six (6) month period shall run from the date the Vested Shares are issued to the Participant. The Participant further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Vested Shares (on the Participant's behalf pursuant to this authorization) and the Participant expressly authorizes the Company's designated broker to complete the sale of such Vested Shares. The Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Vested Shares at any particular price. Upon the sale of the Vested Shares, the Company agrees to pay the Participant the cash proceeds from the sale, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items.

Exchange Control Requirements. The Participant understands and agrees that, pursuant to local exchange control requirements, the Participant will be required to immediately repatriate the cash proceeds from the sale of Vested Shares underlying the RSU Award to China. The Participant further understands that, under local law, such repatriation of his or her cash proceeds may need to be effectuated through a special exchange control account established by the Company, any Parent, Subsidiary, Affiliate or the Employer, and the Participant hereby consents and agrees that any proceeds from the sale of Vested Shares may be transferred to such special account prior to being delivered to the Participant. The Company is under no obligation to secure any exchange conversion rate, and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions in China. The Participant agrees to bear any currency fluctuation risk between the time the Vested Shares are sold and the time the sale proceeds are distributed through any such special exchange account. The Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China. These requirements will not apply to non-PRC citizens.

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

Data Privacy

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

CZECH REPUBLIC

Notifications

Exchange Control Information. If the Czech National Bank notifies the Participant that he/she is considered by the Czech National Bank as a statistically significant reporting person for the purpose of the balance of

payments statistics, the Participant will need to file a notification to the Czech National Bank on an annual basis regarding the Shares held by such Participant. The Participant is responsible for complying with any applicable Czech exchange control laws.

DENMARK

Notifications

Danish Stock Options Act. By accepting the RSU Award, the Participant acknowledges that he or she received an Employer Statement, translated into Danish attached hereto, which is being provided to comply with the Danish Stock Option Act as amended effective January 1, 2019, to the extent that the Danish Stock Option Act applies to the RSU Award.

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

Foreign Asset/Account Reporting Information. If the Participant is resident in Denmark and establishes or holds an account outside Denmark that holds Shares or cash, the Participant is required to report such foreign account(s) to the Danish Tax Administration (Skattestyrelsen) as part of the Participant's annual Danish tax return under the section relating to foreign income and assets. The form which should be used in this respect can be obtained from a local bank.

FINLAND

Terms and Conditions

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

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

Notifications

Foreign Asset/Account Reporting Information. Finland has not adopted any specific reporting requirements with respect to foreign assets/accounts. However, Participant should check Participant's pre-completed tax return to confirm that the ownership of Shares and other securities (foreign or domestic) are correctly reported. If Participant finds any errors or omissions, Participant must make the necessary corrections electronically or by sending specific paper forms to the local tax authorities.

FRANCE

Terms and Conditions

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

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

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

Notifications

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

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

GERMANY

Notifications

Exchange Control Notification. Cross-border payments in excess of €50,000 must be reported to the German Federal Bank (*Bundesbank*) on a monthly basis. The Employer will report certain information related to the RSU Award, as required to comply with this obligation. If the Participant otherwise receives a payment in excess of this amount (e.g., if the Participant sells Shares via a foreign broker, bank or service provider and receive proceeds in excess of this amount and/or if the Company withholds Shares with a value in excess this amount to recover Tax-Related Items due by the Participant in connection with the Plan), the Participant must report the payment and/or the value of the Shares withheld or sold to the Bundesbank, either electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available on the Bundesbank website (www.bundesbank.de) or via such other method (e.g., by email or telephone) as is permitted or required by Bundesbank. The report must be submitted monthly or within such other timing as is permitted or required by Bundesbank.

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

HONG KONG

Terms and Conditions

Warning: The RSU Award and Shares acquired upon vesting of the RSU Award do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company, its Parent, Subsidiary or Affiliates. The Agreement, including this Exhibit B, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a

“prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. Nor have the documents been reviewed by any regulatory authority in Hong Kong. The RSU Award is intended only for the personal use of each eligible Employee of the Employer, the Company or any Parent, Subsidiary or Affiliate and may not be distributed to any other person.

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

Notifications

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

HUNGARY

IF THE PARTICIPANT IS AN EMPLOYEE

Terms and Conditions

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

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

INDIA

Notifications

Exchange Control Information. The Participant must repatriate the proceeds from the sale of Vested Shares acquired under the Plan within the time frame prescribed under applicable Indian exchange control laws as may be amended from time to time, unless an exemption from the repatriation requirement applies (such as reinvesting the proceeds into non-Indian securities). The Participant must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Employer requests proof of repatriation. It is the Participant’s responsibility to comply with applicable exchange control laws in India. This only applies to a Participant who qualifies as a person resident in India under the Indian foreign exchange laws.

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

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

IRELAND

Terms and Conditions

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

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

Notifications

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

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

ISRAEL

Terms and Conditions

Israeli Sub-Plan. The RSU Award is also subject to the Sub-Plan for Israeli Participants (the "**Israeli Sub-Plan**") which is considered as a part of the Plan. The terms used herein shall have the meaning ascribed to them in the Plan or Israeli Sub-Plan. In the event of any conflict, whether explicit or implied, between the

provisions of the Agreement and the Israeli Sub-Plan, the provisions set out in the Israeli Sub-Plan shall prevail. By accepting this RSU Award, the Participant acknowledges that a copy of the Israeli Sub-Plan has been provided to the Participant and agreed to the terms of such Israeli Sub-Plan.

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

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

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

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

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

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

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

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

Notifications

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

ITALY

Terms and Conditions

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

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

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

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

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

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

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

Notifications

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

Foreign Asset / Account Reporting Information. If the Participant is an Italian resident who, at any time during the fiscal year, holds foreign financial assets (including cash and Shares) which may generate income taxable in Italy, such Participant is required to report these assets in his or her annual Italian tax return (UNICO Form, RW Schedule) for the year during which the assets are held, or on a specific filing if no tax return is otherwise due. These reporting obligations also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian anti-money laundering provisions. **Foreign Asset Tax (IVAFE).** The value of any Shares (and other financial assets) held outside Italy by individuals resident in Italy may be subject to Italian foreign financial asset tax (IVAFE). The taxable amount will be the fair market value of the financial assets (e.g., Shares) assessed at the end of the calendar year. The value of financial assets held abroad must be reported in the RW Schedule of the annual Italian tax return.

JAPAN

Notifications

Exchange Control/Tax Reporting Information. If the aggregate fair value of the Shares issued pursuant to the RSU Award is more than JPY 100,000,000, the reporting requirement is applicable under the Japanese foreign exchange rules. In addition, the Participant is required to report the details of any assets held outside of Japan as of December 31 (including the Shares acquired under the Plan) to the relevant tax authority by June 30 of the following year to the extent such assets have a total net fair market value in excess of JPY 50,000,000.

Foreign Asset/Account Reporting Information. If the Participant is a Japanese resident, the Participant may be required to report details of any assets held outside Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. This report is due by March 15 each year.

KOREA

Notifications

Exchange Control Information. Korean residents who sell Shares acquired under the Plan and/or receive cash dividends on the Shares must file a report with a Korean foreign exchange bank if the proceeds exceed a certain threshold (currently US\$5,000 per transaction) and are deposited into a non-Korean bank account. The report is not required if proceeds are deposited into a non-Korean brokerage account. It is the Participant's responsibility to ensure compliance with any applicable exchange control reporting obligations.

Foreign Asset/Account Reporting Information. If the Participant is a Korean resident, the Participant must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts in June of the following year if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year.

MALAYSIA

Notifications

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

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

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

MEXICO

Terms and Conditions

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

Section 7

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

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

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

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

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

No Entitlement for Claims or Compensation. The Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company or his or her Employer for any

compensation or damages as a result of his or her participation in the Plan and therefore grants a full and broad release to the Employer, the Company and any Parent, Subsidiary or Affiliates with respect to any claim that may arise under the Plan.

Spanish Translation

Términos y condiciones

Las siguientes disposiciones complementan las secciones 7 del Acuerdo:

Sección 7

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

Declaración de Política: El Otorgamiento de Acciones por Bonificación que la Compañía efectúa conforme al Plan es de forma unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificarlo y discontinuarlo en cualquier momento sin responsabilidad alguna para la Compañía. La Compañía, con oficinas registradas en 2 Changi South Lane, Singapore 486123 es la única responsable de la administración del Plan y la participación en el Plan y el Otorgamiento de Acciones por Bonificación no establece de forma alguna una relación de trabajo entre el Participante y la Compañía, ya que su participación en el Plan es completamente comercial. El Participante expresamente reconoce que el Plan y el Otorgamiento de Acciones por Bonificación no establece ningún derecho entre el Participante y su único Empleador (Availmed Servicios S.A. de C.V., Grupo Flextronics S.A. de C.V., Flextronics Servicios Guadalajara S.A. de C.V., Flextronics Servicios México S. de R.L. de C.V. o Flextronics Aguascalientes S.A. de C.V., según sea el caso), ni tampoco forma parte de las condiciones laborales o beneficios provistos por el Empleador.

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

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

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

NETHERLANDS

Notifications

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

Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has “insider information” related to an issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. “Inside information” is defined as knowledge of specific information concerning the issuing company to

which the securities relate or the trade in securities issued by such company, which has not been made public and which, if published, would reasonably be expected to affect the share price, regardless of the development of the price. The insider could be any Employee in the Netherlands who has inside information as described herein.

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

NORWAY

Terms and Conditions

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

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

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

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

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

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

POLAND

Notifications

Exchange Control Information. If the Participant transfers funds exceeding the equivalent of EUR 15,000 in a single transaction, the Participant may be required to carry out such transfer through a bank account, depending on the nature of the transaction and applicable Polish foreign exchange regulations. The Participant is required to retain all documents connected with foreign exchange transactions for a period of five (5) years, calculated from the end of the calendar year in which foreign exchange transactions were made.

Foreign Asset/Account Reporting Information. If the Participant is a Polish resident, the Participant may be required to file quarterly statistical reports with the National Bank of Poland (Narodowy Bank Polski) if the Participant holds foreign securities (including Shares) and/or maintains accounts outside Poland. Such reports include information on transactions and balances of foreign securities and cash. This reporting obligation generally applies if the aggregate value of foreign securities and cash (combined with all other assets held abroad) exceeds PLN 7,000,000 during the relevant reporting period.

ROMANIA

Terms and Conditions

Non-compete.

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

1. The Participant is forbidden to carry out in his/her own interest or a third party, directly or indirectly, dependent or independent activities in the fields of activity set forth in any confidentiality, non-competition, non-solicitation or similar agreement between the Participant and the Company or any Affiliate thereof, for the benefit of but not limited to any competitor of the Company (i.e., which has the same core business as the Company).
2. The non-competition clause in relation to the competing companies listed above produces its effects across such territories set forth in any confidentiality, non-competition, non-solicitation or similar agreement between the Participant and the Company or any Affiliate thereof.
3. The list of the companies mentioned above shall be supplemented automatically with the legal entities which have the same core business as the Company and, consequently, compete with it, entities which shall be incorporated across the aforementioned territories after signing the present agreement, as well as during the non-competition period mentioned below.
4. The Participant further undertakes during the non-competition period mentioned below not to: - entice the clientele of the Company by making use of the relationships established with such clientele while being employed by the Company; - entice any Participants of the Company for the purpose of setting up a competing company in order to attract the customers of the Company as well as not to entice any Participants of the Company in order to cause business disruption.

5. The non-competition clause produces its effects for a period of 12 months after termination of the individual employment agreement.
6. After the termination of the employment agreement and during the period of time mentioned above, the monthly non-competition compensation equals the price of the applicable Vested Share, but no less than 50% of the average gross salaries from the last 6 months prior to the termination date of the employment agreement shall be paid to the Participant in exchange of his or her compliance with the non-competition clause. In case the price obtained from the sale of the RSU is less than 50% of the average gross salaries from the last 6 months prior to the termination date of the individual employment agreement, the Company will pay the difference to maintain such level of compensation. The above-mentioned monthly compensation becomes due at the end of each month and is paid by bank transfer into an account indicated by the Participant.
7. In case of infringement against the non-competition clause, the Participant shall be obligated to return in full the amounts paid by the Company after the termination of the employment relationship as non-competition compensation and, as the case may be, to pay damages thus caused to the Company.
8. The Company may unilaterally waive the non-competition clause stipulated in the individual employment agreement at any moment prior to its entry into force based on a written notification sent by the Company to the Participant with regard to the denunciation of this clause.

Notifications

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

SINGAPORE

Terms and Conditions

Data Protection. The Participant acknowledges that:

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

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

Notifications

Securities Law Information. The RSU Award is being granted pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”) and is not being granted to the Participant with a view to the Shares acquired from the Award being subsequently offered for sale to any other party. The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore. Further, the grant of the RSU Award is subject to section 257 of the SFA and the Participant should not sell, or offer to sell, any Shares acquired pursuant to the award in Singapore, unless such sale or offer is made (i) after six months from the Date of Grant or (ii) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

To the extent the Participant sells, offers to sell or otherwise disposes of Shares acquired through the Plan within six months of the Date of Grant, the Participant is permitted to dispose of such Shares through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside Singapore through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the NASDAQ Stock Market in the United States of America.

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

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

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

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

SLOVAK REPUBLIC

There are no country specific provisions.

SOUTH AFRICA

Terms and Conditions

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

By accepting the RSU Award, the Participant agrees to notify the Employer of the amount of any gain realized at vesting and settlement of the RSU Award. If the Participant fails to advise the Employer of the

gain realized at vesting and settlement of the RSU Award, he or she may be liable for a fine. The Participant will be solely responsible for paying any difference between the actual tax liability and the amount withheld by the Employer.

Notifications

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

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

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

SWEDEN

Terms and Conditions

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

Without limiting the Company’s or the Employer’s authority to satisfy their withholding obligations for Tax-Related Items as set forth in this Agreement, by accepting the RSU Award, the Participant authorizes the Company to withhold Shares or to sell Shares otherwise deliverable to the Participant upon vesting/settlement to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

SWITZERLAND

Notifications

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

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

Tax Reporting Information.

(i) **At grant.** The Participant will receive an addendum to the annual salary statement, reporting the details of the RSU Award granted. The Participant is required to file such addendum with his/her tax return. Furthermore, the Participant is required to declare all RSU Awards granted under the Plan which should not

be subject to the net wealth tax, but must be reflected “pro memoria” in the statement on bank accounts and securities (Wertschriftenverzeichnis) that the Participant is required to file with the annual tax return.

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

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

TAIWAN

Notifications

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

Exchange Control Information. The Participant may acquire and remit foreign currency (including proceeds from the sale of Shares) into and out of Taiwan up to US\$10,000,000 (approximately TW\$ 320,000,000 as of March 2026) per year for inward and outward remittances. On the contrary, the approval of the Central Bank of Taiwan would be required for making inward and outward remittances of foreign exchange that, in the aggregate, exceed the US\$10,000,000 annual quota. If the transaction amount is TW\$ 500,000 or more in a single transaction, the Participant must submit a Foreign Exchange Transaction Form and also provide supporting documentation to the satisfaction of the remitting bank.

TÜRKIYE

Notifications

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

Exchange Control Information. If the Participant is a Turkish resident, the Participant is permitted to sell foreign securities (such as the Shares) through intermediary financial institutions that are approved under the Capital Market Law (i.e., banks licensed in Türkiye). Therefore, a Turkish financial intermediary may be required in connection with the sale of any Shares acquired under the Plan. The Participant acknowledges that Participant is solely responsible for engaging such Turkish financial intermediary.

UNITED KINGDOM

Terms and Conditions

Tax Obligations. The following provisions supplement Section 6.1 of the Agreement: The Participant agrees that they are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or, if different, the Participant's Employer or by Her Majesty's Revenue and Customs ("**HMRC**") (or any other tax authority or any other relevant authority). The Participant also agree to indemnify and keep indemnified the Company and, if different, the Participant's Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Participant's behalf.

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the amount of any income tax not collected from or paid by the Participant may constitute a benefit to the Participant on which additional income tax and National Insurance contributions may be payable. The Participant understands that they will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any National Insurance contributions due on this additional benefit, which may also be recovered from the Participant through any means set forth in this Section 6.1 of the Agreement.

In the event that the Participant has failed to make arrangements pursuant to Section 6.1 of the Agreement, for the amount so indemnified hereunder, the Participant shall pay to the Company (or such other affiliate, as the case may be) the balance in cash promptly on written demand and in any event within 60 days from the date on which any relevant amount indemnified is due to be accounted for to the applicable tax authority. If such payment is not made, the Participant shall also be liable to account to the Company or any affiliate for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of Income Tax (Earnings and Pensions) Act 2003.

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

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

PART 2 – GDPR

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

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

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

The following shall apply:

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

FLEX LTD.
AMENDED AND RESTATED 2017 EQUITY INCENTIVE PLAN
FORM OF RESTRICTED SHARE UNIT AWARD AGREEMENT
FOR NON-EMPLOYEE DIRECTORS

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

Participant: «Name», «First»

Restricted Share Unit Award: «Shares»

Date of Grant: «Grant Date»

Vesting Criteria: Provided the Participant continues to provide services to the Company as a director, the shares underlying this RSU Award shall be issued as follows:

Vesting Date	% of RSUs Vesting
The day immediately prior to the Company’s _____ annual general meeting of shareholders	100% of the number of units granted

1. Grant of RSU Award.

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

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

(b) ***Termination of Rights and Obligations.*** Subject to the provisions of Section 1.1(c), 1.1(d) and 1.1(e) below, the RSU Award, all of the Company’s obligations and the Participant’s rights under this Agreement, shall terminate on the earlier of the Participant’s Termination Date (as defined in the Plan) or the date when all the Shares that are subject to the RSU Award have been allotted and issued, or forfeited in the case of any portion of the RSU Award that fails to vest.

(c) ***Termination of Service due to Retirement.*** Notwithstanding anything in this Agreement to the contrary, if the Participant has a Termination of Service due to Retirement before the end of the Vesting

Period, then (i) the RSU Award and all rights and obligations hereunder will not terminate and (ii) the RSU Award shall vest on a pro rata basis, calculated as follows: the total number of unvested RSUs, multiplied by a fraction equal to the number of whole months during which the Participant provided services during the Vesting Period, divided by the total number of months in the Vesting Period.

For purposes of this Agreement, “Retirement” shall mean the Participant’s voluntary Termination of Service after the Participant has completed at least two (2) years of continuous service as a Director.

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

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

(e) *Spin-Off Transaction.* Notwithstanding anything in this Agreement to the contrary, in the event of a Spin-Off Transaction (as defined below), if the Participant ceases to serve as a Director of the Company in order to serve as a director of the Spin-Off Entity (as defined below) or any of its subsidiaries in connection with such Spin-Off Transaction, then (i) the Participant’s cessation of service as a Director of the Company prior to and in connection with the Participant’s commencement of service as a Director of the Spin-Off Entity shall not constitute a Termination of Service for purposes of Section 1.1(b), (ii) this RSU Award shall not terminate solely as a result of such cessation of service, and (iii) this RSU Award shall be subject to adjustment, cancellation and conversion, or other treatment as determined by the Committee (or the Board) in its discretion.

For purposes of this Agreement, a “Spin-Off Transaction” means a distribution by the Company to its shareholders of the stock of a subsidiary or other entity (the “Spin-Off Entity”) in a transaction intended to qualify as a tax-free spin-off under Section 355 of the Code, including, without limitation, any such distribution that is preceded by an internal reorganization or transfer of assets or legal entities to the Spin-Off Entity.

(f) *Allotment and Issuance of Vested Shares.* The Company shall allot and issue the Vested Shares as soon as practicable after such Shares have vested pursuant to the Vesting Criteria. The Company shall have no obligation to allot and issue, and the Participant will have no right or title to, any Shares, and no Shares will be allotted and issued to the Participant, until satisfaction of the Vesting Criteria. For the sake of clarity, this includes Vested Shares in the event of a Participant’s Retirement as set forth in Section 1.1(c) above or death or Disability as set forth in Section 1.1(d) above, such that the Vested Shares in such events shall be allotted and issued coinciding with the date of the Company’s annual general meeting of shareholders following the date of grant of the RSU Award.

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

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

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

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

2. Delivery.

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

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

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

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

5. Stop-Transfer Orders.

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

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

6. Taxes and Disposition of Shares.

6.1 Tax Obligations.

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

(b) Prior to the relevant taxable or tax withholding event, as applicable, the Participant shall pay or make arrangements satisfactory to the Company to satisfy all Tax-Related Items. In this regard, the

Participant authorizes the Company, or its agents, at their discretion, to satisfy the Tax-Related Items by one or a combination of the following (1) withholding from the Participant's cash compensation paid to the Participant by the Company; (2) withholding from the proceeds of the sale of Vested Shares either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization), including a "sell to cover" transaction; or (3) withholding in Shares to be issued at vesting of the RSU Award.

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

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

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

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

(a) the Plan is established voluntarily by the Company, is discretionary in nature and may be amended, suspended or terminated by the Company at any time;

(b) the grant of the RSU Award is voluntary and occasional and does not create any contractual or other right to receive future RSU Awards, or benefits in lieu of RSU Awards, even if RSU Awards have been granted repeatedly in the past;

(c) all decisions with respect to future RSU Awards, if any, will be at the sole discretion of the Company;

(d) the Participant's participation in the Plan is voluntary;

(e) the future value of the Shares underlying the RSU Award is unknown and cannot be predicted with certainty;

(f) no claim or entitlement to compensation or damages shall arise from the forfeiture of the RSU Award resulting from a Termination of Service (for any reason whatsoever and whether or not in breach of local labor laws), and in consideration of the RSU Award to which the Participant is otherwise not entitled, the Participant irrevocably agrees never to institute any claim against the Company, waives the Participant's ability, if any, to bring any such claim, and releases the Company from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claims;

(g) and for the Participants residing outside of the U.S.A.:

(A) the RSU Award and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;

(B) the RSU Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, dismissal, bonuses, long-service awards, pension or retirement or welfare benefits or similar

payments and in no event should be considered as compensation for, or relating in any way to past services for the Company or any Parent, Subsidiary or Affiliate;

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

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

9. Data Privacy.

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

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

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

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

11. Governing Law; Venue; Severability. This Agreement shall be governed by and construed in accordance with the internal laws of the state where you reside, where this Agreement is made or to be performed, excluding that body of laws pertaining to conflict of laws. For purposes of litigating any dispute that arises directly or

indirectly from the relationship of the parties evidenced by the RSU Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the state where you reside and agree that such litigation shall be conducted only in the applicable federal courts for the state where you reside, or if the issue cannot be adjudicated by federal courts, then the state courts for the state where you reside. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible, and the other provisions will remain fully effective and enforceable.

12. Notices. Any notice required to be given or delivered to the Company shall be in writing and addressed to the Vice President of Finance of the Company at its corporate offices at 12515-8 Research Blvd, Suite 300, Austin, Texas 78759, or sent via email to the designated Company email address.. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address indicated in the Company's records or to such other address as the Participant may designate in writing from time to time to the Company. All notices shall be deemed effectively given upon personal delivery, upon transmission by email (with confirmation of receipt), three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested), or one (1) business day after its deposit with any return receipt express courier (prepaid). Notices may also be delivered electronically in accordance with Section 15.

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

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

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

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

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

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

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

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

FLEX LTD.

By:

Name:

Title:

PARTICIPANT

By:

Name:

Title:

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

Terms and Conditions

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

Notifications

This Exhibit A also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of March 2026. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Exhibit A as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time that the RSU Award vests and Shares are issued to the Participant or the Participant sells Shares acquired upon vesting of the RSU Award under the Plan. In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant is advised to seek appropriate professional advice (including for the avoidance of doubt legal and tax advice) as to how the relevant laws, regulations, guidance or any other similar rules in the Participant's country may apply to his or her situation. Finally, if the Participant is a citizen or resident of a country other than the one in which he or she is currently working or transfers employment after the Date of Grant, the information contained herein may not be applicable to the Participant.

SINGAPORE

Terms and Conditions

Data Protection. The Participant acknowledges that:

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

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

Notifications

Securities Law Information. The RSU Award is being granted pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”) and is not being granted to the Participant with a view to the Shares acquired from the Award being subsequently offered for sale to any other party. The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore. Further, the grant of the RSU Award is subject to section 257 of the SFA and the Participant should not sell, or offer to sell, any Shares acquired pursuant to the award in Singapore, unless such sale or offer is made (i) after six months from the Date of Grant or (ii) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

To the extent the Participant sells, offers to sell or otherwise disposes of Shares acquired through the Plan within six months of the Date of Grant, the Participant is permitted to dispose of such Shares through the designated broker appointed under the Plan, if any, provided the resale of Shares acquired under the Plan takes place outside Singapore through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the NASDAQ Stock Market in the United States of America.

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

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

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

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

LETTER IN LIEU OF CONSENT OF DELOITTE & TOUCHE LLP

July 31, 2026

The Board of Directors and Shareholders of Flex Ltd.
2 Changi South Lane
Singapore 486123

We are aware that our report dated July 31, 2026, on our review of the interim financial information of Flex Ltd. and its subsidiaries appearing in this Quarterly Report on Form 10-Q for the quarter ended June 26, 2026, is incorporated by reference in Registration Statement No. 333-273790 on Form S-8 and Registration Statement No. 333-281573 on Form S-3ASR.

/s/ DELOITTE & TOUCHE LLP
San Jose, California

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Revathi Advaiti, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Flex Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2026

/s/ Revathi Advaiti

Revathi Advaiti
Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO
SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Kevin Krumm, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Flex Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2026

/s/ Kevin Krumm

Kevin Krumm

Chief Financial Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

We, Revathi Advaiti and Kevin Krumm, Chief Executive Officer and Chief Financial Officer, respectively, of Flex Ltd. (the “Company”), hereby certify, to the best of our knowledge, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- the Quarterly Report on Form 10-Q of the Company for the period ended June 26, 2026, as filed with the Securities and Exchange Commission (the “Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement has been provided to Flex Ltd. and will be retained by it and furnished to the Securities and Exchange Commission or its staff upon request.

Date: July 31, 2026

/s/ Revathi Advaiti

Revathi Advaiti
Chief Executive Officer
(Principal Executive Officer)

Date: July 31, 2026

/s/ Kevin Krumm

Kevin Krumm
Chief Financial Officer
(Principal Financial Officer)