



**COMMUNICATION FROM THE BOARD OF DIRECTORS OF ALSTOM**  
**INFORMATION REGARDING THE REMUNERATION OF**  
**MR. HENRI POUPART-LAFARGE, CHIEF EXECUTIVE OFFICER**

---

The Company's Board of Directors has decided, upon recommendation of the Nomination and Remuneration Committee, on the elements of remuneration for Mr. Henri Poupart-Lafarge, Chief Executive Officer, in connection with the termination of his duties, which will occur on 31 March 2026, and has determined the following.

A. Fixed Annual Remuneration

Mr. Henri Poupart-Lafarge, Chief Executive Officer, will receive his full annual fixed remuneration until the end of his term of office, amounting to €950,000 gross.

B. Short-Term Variable Remuneration

The short-term variable remuneration of Mr. Henri Poupart-Lafarge for fiscal year 2025/26 will be calculated over the entire 2025/26 fiscal year in accordance with the remuneration policy, based on the assessment of performance criteria determined during the Board meeting of 13 May 2025, at the latest during the meeting at which the financial statements for the fiscal year are approved.

In any event, payment of the variable remuneration for fiscal year 2025/26 will be subject to the approval, by the shareholders' meeting convened in 2026 to vote on the financial statements for the 2025/26 fiscal year, of the remuneration elements paid or granted in respect of that fiscal year to Mr. Henri Poupart-Lafarge.

C. Long-Term Variable Remuneration

The Board has decided to maintain the rights to acquire shares granted under performance conditions by waiving the service condition attached to the PSP 2023, PSP 2024 and PSP 2025 plans, it being recalled that:

- No final acquisition prior to the acquisition date provided in the relevant plan rules is permitted;
- The performance conditions governing the acquisition of performance shares under each plan remain fully applicable;
- The number of performance shares ultimately acquired (after application of the performance conditions of each plan) will be reduced *pro rata temporis* based on the length of the mandate during each plan's vesting period.

The relevant plans are as follows:

Plan	Maximum number of performance shares initially granted	Maximum value at grant (€)	Acquisition date and availability date
2023 Plan (PSP 2023)	80,416	1,359,940	No later than five trading days after the end of the three-year vesting period from the grant date or, if later, the date of publication of the 2025/26 consolidated financial statements
2024 Plan (PSP 2024)	108,680	1,172,828	No later than five trading days after the end of the three-year vesting period from the grant date or, if later, the date of publication of the 2026/27 consolidated financial statements
2025 Plan (PSP 2025)	110,000	1,519,702	No later than five trading days after the end of the three-year vesting period from the grant date or, if later, the date of publication of the 2027/28 consolidated financial statements

#### D. Non-Compete Undertaking

The Board has decided, in the interest of the Company, to enforce the non-compete undertaking entered into by Mr. Henri Poupart-Lafarge. This undertaking will apply for a period of two years, from 1 April 2026 to 31 March 2028. During this period, Mr. Poupart-Lafarge will receive a non-compete indemnity totaling €2,808,444 gross, paid in 24 equal monthly installments throughout the duration of the non-compete clause, i.e., €117,018.50 gross per month.

#### E. Severance Indemnity

The Chief Executive Officer's remuneration policy does not provide for any severance indemnity.

#### F. Supplementary Pension

Contributions under the defined-contribution supplementary pension plan ("Article 83"), which are not subject to any conditions, will be paid for fiscal year 2025/26 in accordance with the remuneration policy.

Contributions under the defined-contribution pension scheme ("Article 82"), which depend on the payment of variable remuneration greater than zero, will be calculated in accordance with the remuneration policy, based on the amount determined by the Board for short-term variable remuneration, pursuant to the terms of the scheme and the remuneration policy, it being specified that the reference remuneration cap of €2,000,000 will in all cases be respected.

As these are defined-contribution pension schemes, Mr. Henri Poupart-Lafarge will, after his departure and when claiming his retirement rights, be able to receive a retirement pension under these schemes.

The amount of savings accumulated as at 31 December 2025 under the two defined-contribution schemes established since the Chief Executive Officer took office amounts to €3,636,252 as of the end of December 2025. The amount of the corresponding annuity will depend on several parameters, including the actual retirement age of the Chief Executive Officer and the choices regarding annuity payment modalities. The Company will not have knowledge of these elements.

#### G. Settlement Agreement

To put an end to any dispute with Mr. Henri Poupart-Lafarge regarding the termination of his duties, the Board has authorized the conclusion of a settlement agreement with him, which includes the payment of a settlement indemnity amounting to €1,325,964 gross, subject to approval by the shareholders' meeting convened in 2026 to vote on the financial statements for fiscal year 2025/26, of the remuneration elements paid or granted in respect of this fiscal year to the Chief Executive Officer.

This indemnity complies with the cap set by the Afep-Medef Code of two years of fixed and variable remuneration: when added to the remuneration paid under the non-compete undertaking, it is strictly equal to twice the fixed and short-term variable remuneration paid during the 2025/26 fiscal year.

All of these elements will be included in the Company's remuneration policy, which will be submitted to the annual shareholders' meeting called to vote on the financial statements for fiscal year 2025/2026.

\*\*  
\*