



## Restricted Stock Unit Plan (RSUP)

Valid for RSU grants from FY 2022 on

Infineon Technologies AG

[www.infineon.com](http://www.infineon.com)



This brochure consists of two elements: the first part summarizes the key terms of the Restricted Stock Unit Plan (RSUP) and has been designed to give better guidance and a general understanding of the plan. The second part describes the detailed plan rules of the RSUP outlining the legal terms and conditions of any equity award. The terms and conditions of the RSUP may be amended from time to time at Infineon's discretion (including to comply with applicable government regulations). In any case of discrepancy or doubt, the plan rules in its current version (as published on the Infineon intranet under <http://goto.infineon.com/RSUP>) will take precedence.

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# Introduction

Dear Colleagues,

As key employees, you have a strong influence on the success of Infineon Technologies AG<sup>1</sup> both now and in the future. With the Restricted Stock Unit Plan (RSUP), you can benefit from your achievements as they materialize in the long-term development of the Infineon share price.

An award of Restricted Stock Units underlines our commitment to attracting, motivating and retaining key employees. In this regard, the compensation package for select key employees, with particularly significant business impact consists of three elements:

- › the annual fixed income as a strong foundation,
- › the annual success bonus as a short-term incentive, and
- › equity rewarding the long-term effects of our management decisions.

With the RSUP, we want to extend our existing equity culture beyond our top management level to selected key employees and to better align with market practice. While limiting the risks, the RSUP offers excellent opportunities to benefit from Infineon's long-term success. With the RSUP, we provide a worldwide and competitive standard for long-term incentives (LTI).

This brochure describes what the RSUP means in detail and the terms and conditions that apply. With our joint commitment to the success of the Infineon Group, all of us will ultimately gain from our efforts. Thank you for your continuing support on our high-performance journey.

Best regards,

Jochen Hanebeck    Constanze Hufenbecher    Helmut Gassel    Sven Schneider    Rutger Wijburg

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<sup>1</sup> "Infineon" or the "Company" together with its affiliated group companies in which Infineon holds more than 50% of the voting rights (collectively, together with the Company, are referred to as "Infineon Group")

## Restricted Stock Unit Plan (RSUP) – at a glance –

A grant of Restricted Stock Units (RSUs) represents an opportunity for employees to receive Infineon shares, subject to a staggered four-year vesting schedule.

### **1 Annual Grant**

If eligible, an employee will receive and accept an award for a number of RSUs via the annual grant process. The eligibility criteria (for an award of RSUs) may change from time to time, at Infineon's discretion. In addition, Infineon shall have flexibility in setting an appropriate grant date, vesting schedule and settlement dates for equity grants made to newly hired employees.

### **2 Staggered four-year Vesting Schedule**

All granted RSUs are subject to a staggered four-year vesting schedule (25% of the RSUs subject to the award vest each year, subject to continued employment). In general, there will be a single settlement date per year, currently set at April 1 of each year.

### **3 Settlement**

Upon Settlement of vested RSUs, Infineon will create or procure the necessary amount of Infineon shares and transfer these shares to our provider's omnibus custody account at the disposal of the plan participant (although a number of shares will be automatically sold to cover tax withholding as explained below) or Infineon may elect to settle the award in cash. The final value of the Settlement will depend on the share price development since the grant date.

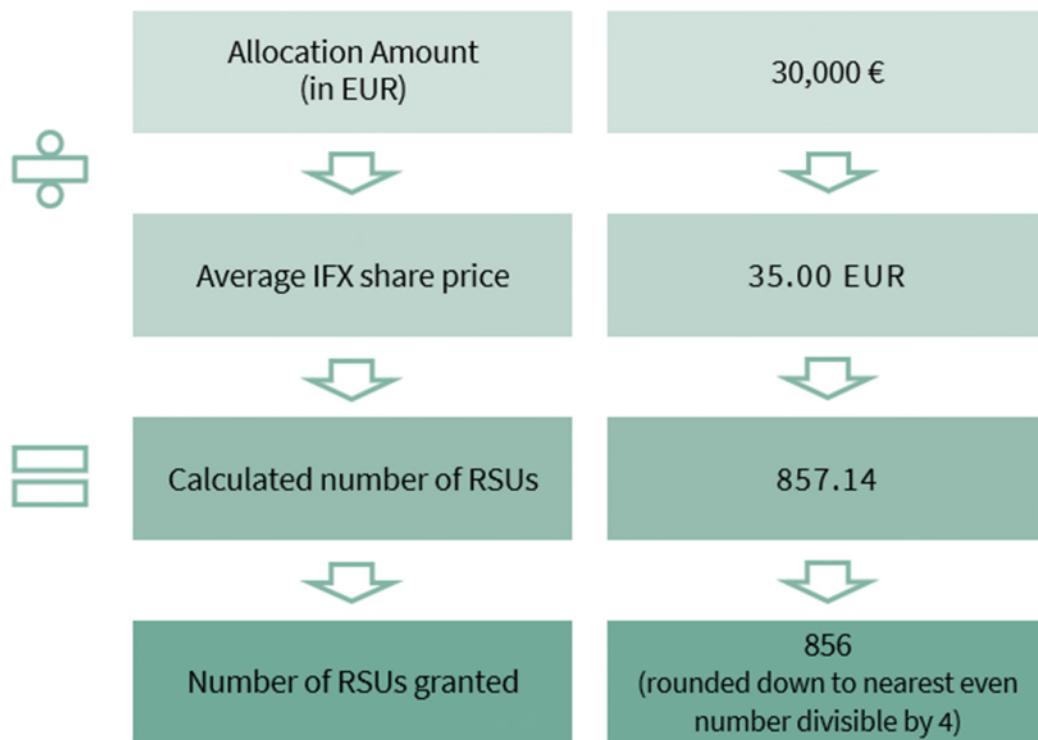
### **4 Eligibility**

Participation in the plan is limited to employees with a specific global grade and who are employed in legal entities of the Infineon Group as determined by the Infineon Management Board (the "Management Board"). The eligibility criteria (for an award of RSUs) may change from time to time, at Infineon's discretion.

## Restricted Stock Unit Plan (RSUP) – step by step –

### 1 Annual grant

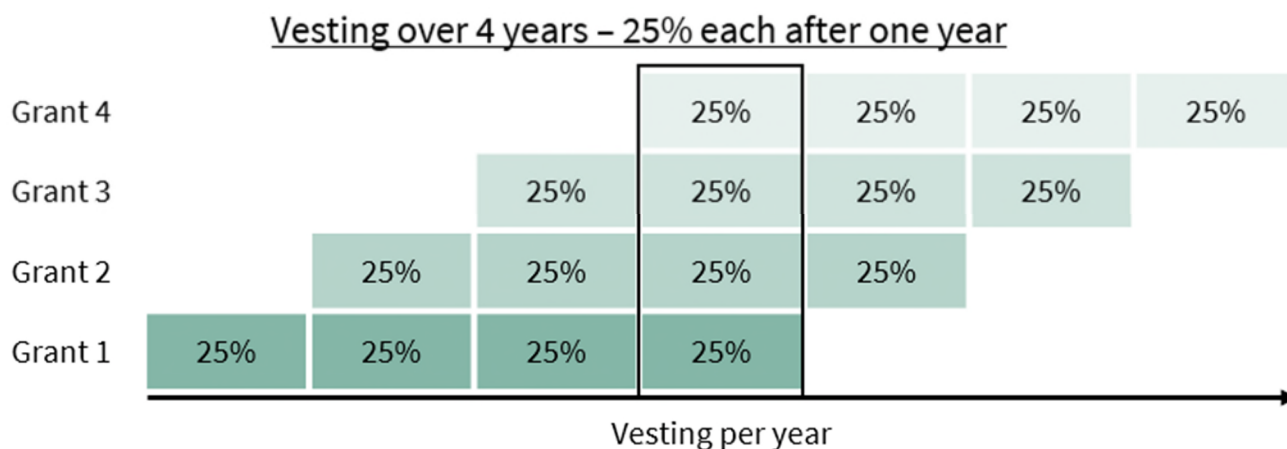
Employee receives and accepts an award for a number of RSUs via the annual grant process administered by the Company (examples are provided below).



There is a recommended allocation range for each job level (GG/TL), subject to applicable internal approvals. The number of RSUs actually granted (in general once per year on April 1) is derived by dividing the allocation amount by the average Infineon share price (which is calculated from the average of the closing prices of the Infineon shares over a period of 60 stock exchange trading days prior to the grant date). The employee must accept the grant and declare consent with the plan rules to become a plan participant.

## 2 Vesting Period and Vesting Schedule

All granted RSUs are subject to a staggered four-year vesting period.



Each grant is preliminary, as it will vest according to the vesting schedule. For the duration of the staggered vesting period, granted RSUs shall vest in 25%-increments one year after the grant date, provided that the plan participant has an ongoing employment relationship with the Infineon Group. In general, vested RSUs will be settled on April 1 and a certain number of Infineon shares will be transferred to our provider's omnibus custody account at the disposal of the plan participant. During the staggered vesting period all RSUs granted are non-tradable, non-transferable and not connected with any shareholder rights such as the right to receive dividends or subscription or voting rights, until such time that the RSUs have vested and been settled in shares of Infineon stock.

### 3 Settlement

Upon settlement Infineon will create or procure the necessary amount of Infineon shares and transfer these shares to our provider's omnibus custody account at the disposal of the plan participant. The final value of the settlement will depend on the share price development during the vesting period from grant date to the date of the settlement relative to the average Infineon share price at grant.

#### Example:

		<b><u>Vesting over 4 years – 25% each after one year</u></b>						
	# of shares							
Grant 4	1,100				275	275	275	275
Grant 3	1,000			250	250	250	250	
Grant 2	840		210	210	210	210		
Grant 1	856	214	214	214	214			
<b>Vesting per year</b>		<b>214</b>	<b>424</b>	<b>674</b>	<b>949</b>	<b>...</b>	<b>...</b>	<b>...</b>

For simplicity, the examples above do not include the effect of tax withholding. However, at each vesting event, Infineon, our equity plan administrator and/or the banking provider will withhold from the final amount of transferrable Infineon shares a certain number of shares and promptly sell them at the current going market price in order to cover any applicable income and social taxes as well as any applicable administration fees resulting from the transaction process. Infineon reserves the right to settle the RSU grant by a cash payment, in each case reflecting the market price of the respective Infineon shares.



## Glossary of terms

Term	Definition
<b>Average Infineon Share Price</b>	Means the arithmetic mean of the daily closing Infineon share price on the XETRA trading system on the Frankfurt Stock Exchange (or a comparable successor system) over a period of 60 trading days prior to the respective Grant Date.
<b>Grant Date</b>	In general, RSUs are granted once per year on April 1 via grant certificates to the employees.
<b>LTI</b>	Long Term Incentive (LTI) is that portion of the key employee reward package (besides the fixed and the variable compensation) that is directed at long-term success sharing.
<b>Restricted Stock Unit</b>	A Restricted Stock Unit (RSU) represents an entitlement to an Infineon share and is granted to the plan participant. RSUs are subject to a staggered four-year Vesting Period according to the Vesting Schedule.
<b>Service Condition</b>	Each plan participant must have an ongoing active employment relationship with the Infineon Group, which is not under notice of termination, upon the respective settlement date.
<b>Settlement</b>	Settlement of vested RSUs takes place - 25% of granted RSUs each one / two / three and four years after the grant date - when the RSUs are transformed into Infineon shares and transferred to our provider's omnibus custody account at the disposal of the plan participant.
<b>Vesting Period</b>	All granted RSUs are subject to a staggered four-year vesting period starting with the Grant Date. Within the staggered vesting period of four years, RSUs cannot be traded nor transferred until such time that the RSUs have vested and thereafter been settled in shares of Infineon stock. They do not allow any shareholder rights either, until such time that the RSUs have vested and been thereafter settled in shares of Infineon stock.
<b>Vesting Schedule</b>	Each grant is preliminary, as it will vest according to the vesting schedule. 25% of granted RSUs shall vest one year after the respective Grant Date during the staggered Vesting Period.

## Further questions?

Human Resources is committed to supporting the plan participant in the most effective way. If you have any further questions on the Restricted Stock Unit Plan (RSUP), please visit us under <http://goto.infineon.com/RSUP> or send us an e-mail to [RSUP@infineon.com](mailto:RSUP@infineon.com).

## Plan Rules

### Purpose of the Plan

Infineon together with the Infineon Group is committed to attracting, rewarding and retaining key employees. As a variable component, the RSUs under this RSUP are directed at the long-term impact of reward.

The purpose of the RSUP is to promote the success and enhance the value of the Infineon Group, by linking the personal interest of selected key employees of the Infineon Group to those of Company shareholders and by providing such persons with an incentive for outstanding performance and ongoing contribution to the future success of the Company.

The RSUP is further intended to offer market competitive long-term incentives as well as provide flexibility to the Infineon Group in its ability to motivate, attract, and retain the services of selected key employees whose judgment, special skills, and outstanding performance are helpful in promoting the long-term success of the Company.

### Terms & Conditions

These plan rules define the general terms and conditions according to which RSUs can be granted and to what extent these RSUs, to the extent vested, will eventually be settled.

## § 1 Definition of Restricted Stock Units

Under the RSUP, the Company represented by the Management Board may grant RSUs to selected key employees of the Infineon Group.

A RSU represents an entitlement to an Infineon share, subject to vesting, and is granted to the plan participant with effect at a certain Grant Date. In general, the Grant Date will be on April 1 of each year.

Infineon shares are no par value shares registered in the names of the holders and currently listed on the Frankfurt Stock Exchange under ISIN DE0006231004, bearing dividend and voting rights.

The number of RSUs granted to a plan participant will be derived from an allocation amount in EUR (exchange rate used is based upon the exchange rate provided by Infineon Treasury – i.e. generally, the month end valuation for the month prior to the Grant Date) and the average Infineon share price prior to the Grant Date (see § 4 Grant of Restricted Stock Units).

Each grant is subject to a staggered four-year Vesting Period (see § 5 Staggered Vesting Period). Granted RSUs shall vest over the Vesting Period according to the staggered Vesting Schedule, 25% of the granted RSUs vesting one day before each anniversary of the Grant Date, provided that the plan participant fulfills the Service Condition, meaning that he/she has an ongoing active employment relationship with the Infineon Group, which is not under notice of termination before the corresponding vesting date.

On each annual anniversary of the Grant Date, the portion of vested RSUs will be settled (see § 6 Settlement of Restricted Stock Units).

Until finally settled with Infineon shares, all granted RSUs are non-tradable, non-transferrable and not connected with any shareholder rights such as rights to dividends or subscription or voting rights.

In addition, all RSU awards remain subject, at all times, to the terms and conditions of the RSUP and the underlying equity award grant agreements.

## § 2 Duration of the Plan; Share Limit

The RSUP is adopted pursuant to Article 4, paragraph 7 of the Company's Articles of Association as approved by shareholders on 25 February 2021 ("Authorized Capital 2021/I") and, unless earlier terminated by the Management Board, the RSUP shall terminate on the date on which the Management Board's authority to increase the share capital for purposes of issuing shares to employees lapses as provided in Authorized Capital 2021/I. No additional awards may be granted under the RSUP after its termination, but previously granted awards (and the authority of the Company with respect thereto) shall remain outstanding in accordance with their applicable terms and conditions. All terms and conditions shall apply unless the RSUP is changed, suspended, terminated, or replaced by a new plan (see § 12 Further Provisions).

The number of Infineon shares that may be delivered pursuant to the RSUP subsequent to 25 February 2021 is subject to the limit provided in Authorized Capital 2021/I. For the avoidance of doubt, however, shares delivered in settlement of RSUP awards may be any combination of newly created shares, shares to be acquired by the Company from the market, or shares previously acquired by the Company (see § 6 Settlement of Restricted Stock Units).

### § 3 Eligibility Group

Participation under the RSUP requires the plan participant's timely acceptance of a corresponding grant certificate. Generally, eligible to participate in the RSUP are employees of Infineon Group with a specific global grade, who are employed in legal entities of the Infineon Group as determined by the Management Board.

Regardless of the general eligibility, the actual nomination of an individual for a grant of RSUs shall be made by decision of the Management Board, resulting in the issuance of a corresponding grant certificate.

In order to become a plan participant, the eligible employee must declare his/her consent with the grant (as further stated on the grant certificate) and these plan rules in writing no later than two months after the Grant Date. The Company reserves the right to set up an electronic acceptance process. Consent after the final deadline will be rejected by the Company. If the eligible person does not declare his/her consent properly in time, the grant of RSUs (to the extent then outstanding and unaccepted) will be immediately forfeited on the date that is two months after the Grant Date.

The grant of RSUs to an individual is at the sole and absolute discretion of the Management Board. It has neither factual nor legal binding effect on any possible future grants of awards of RSUs. In addition, the eligibility criteria (for an award of RSUs) may change from time to time, at Infineon's discretion.

### § 4 Grant of Restricted Stock Units

Grants under the RSUP can be made upon the discretion of the Company anytime during a fiscal year. The Grant Date, i.e. the date on which a plan participant's grant of RSUs is effective, shall be indicated in the grant certificate. However, in general, the Grant Date will be on April 1 of each year. In addition, Infineon shall have flexibility in setting an appropriate grant date, vesting schedule and settlement dates for equity grants made to newly hired employees.

The number of RSUs granted is derived from an individual allocation amount in EUR (see also § 1 (4)) as determined by the Management Board. This amount is divided by the arithmetic mean of the daily closing Infineon share price on the XETRA trading system on the Frankfurt Stock Exchange (or a comparable successor system) over a period of 60 trading days prior to, but not including, the Grant Date. The calculation result is rounded down to the nearest doubly even number (divisible by 4) and represents the number of RSUs granted.

#### Example

Individual participant allocation amount in EUR	30,000 EUR
Arithmetic mean of daily IFX closing share price over 60 trading days preceding Grant Date	35.00 EUR
Calculation result (rounded down to nearest even number divisible by 4)	857,14 rounded down to 856
Number of RSUs granted	856

## § 5 Staggered Vesting Period and Vesting Schedule

RSUs granted under the RSUP are subject to a staggered Vesting Period of four years starting on the respective Grant Date. The full-term four-year Vesting Period ends one day prior to the fourth anniversary of the Grant Date, and the final settlement (for a full-term four-year Vesting Period) takes place on the following April 1st.

One day prior to each annual anniversary of the Grant Date, 25% of the number of RSUs of the respective grant shall vest provided that the Service Condition is met.

Until finally settled, all granted RSU entitlements are non-tradable, non-transferrable and not connected with any shareholder rights such as rights to dividends or subscription or voting rights during the Vesting Period.

## § 6 Settlement of Restricted Stock Units

On each annual anniversary of the Grant Date (or as soon as practicable thereafter and in all events within 60 days after such anniversary date), the vested RSUs will be settled, e.g. Infineon shares will be transferred to the bank provider's omnibus custody account at the disposal of the plan participant (subject to the tax withholding provisions set forth in § 8). The Company will either create new shares, buy existing Infineon shares from the market or use Infineon shares acquired earlier and transfer them to the bank provider's omnibus custody account at the disposal of the plan participant; it is expected that a Settlement per annum requires a number of Infineon shares in an aggregate amount not exceeding 1% of the Company's share capital.

The actual time required for the share creation or the purchase process as well as for the transfer of the shares to the omnibus custody account for the disposal of the plan participant may vary and usually takes a processing time of up to one month. The Company shall not be held liable for any delay in the settlement process or for share price fluctuations in between the date one day prior to the corresponding annual anniversary of the Grant Date and the day that the transferred Infineon shares are actually accessible to the plan participant.

Whereas RSUs do not confer any shareholder rights, each Infineon share transferred to the plan participant in the settlement process carries rights associated to such shares, in particular voting, dividend and subscription rights as outlined in § 1 (3).

The Company reserves the right to settle the vested RSUs, or parts of such grant or in total, by any form of cash payment reflecting the market price of the respective Infineon shares. The payout amount is calculated based upon the arithmetic mean of the daily closing Infineon share price on the XETRA trading system on the Frankfurt Stock Exchange (or a comparable successor system) over a period of 60 trading days prior to the end date of the settlement date times the final number of vested RSUs. For currencies other than EUR, the payment amount will be converted into the final currency applying the corresponding foreign exchange rate (Euro foreign exchanges reference rates published by the European Central Bank) as of the time of conversion.

For the time being, the Company has selected a bank provider to support our plan participants with administration and banking services. The Company reserves the right to select a different administration and service provider at any time at its sole discretion. The plan participant consents to undertake all necessary actions and declarations in order to facilitate a smooth transition, especially

with respect to the termination of any agreement to the current administrator and commissioning of a new plan administrator.

As a condition to the settlement of a vested RSU, the Management Board may require the plan participant to make certain representations and warranties regarding investor status and investment intentions. No shares shall be issued under the RSUP until and unless the issuance and delivery of such shares shall comply with all relevant provisions of law, including, without limitation, the U.S. Securities Exchange Act of 1934 and the U.S. Securities Act of 1933, each as amended from time to time, and the rules and regulations promulgated thereunder, and the rules of any stock exchange having jurisdiction over the securities of the Company. The Management Board may, to the extent deemed necessary or advisable by it, postpone the issuance or delivery of shares until completion of such registration or qualification of such shares or other required action under any federal or state law, rule or regulation. The Management Board may require any plan participant to make such representations, furnish such information and comply with or be subject to such other conditions, as it may consider appropriate in connection with the issuance or delivery of shares in compliance with applicable laws, rules, and regulations, listing requirements, or other obligations.

Payment should be made/ shares should be delivered in all circumstances no later than December 31 of the year of payment / share delivery.

## § 7 Termination of Employment

Regardless of the reason for termination of employment, all RSU grants and pending vestings expire on the date of termination of employment (voluntary, involuntary or any other reason).

## § 8 Tax Treatment, Social Security Contributions or Similar Obligations

Aside from any taxes (or contributions) that are required (by law) to be paid by the employer, all taxes, social security contributions or similar obligations resulting from the Settlement of the RSUs or from the disposal of the Infineon shares transferred to the plan participant in the settlement process must be borne by the plan participant. The individual tax treatment might differ considerably due to personal circumstances, the tax rules in the applicable jurisdiction or any changes in applicable tax rules.

Infineon therefore recommends that plan participants consult their tax advisor about the individual tax treatment prior to accepting the grant.

The Company shall determine the amount of any federal, state, local or other income, employment, or other taxes that the Company or affiliated group company may be obligated to withhold with respect to any grant, vesting, settlement or other event with respect to any RSUs granted hereunder. If such withholding event occurs in connection with the distribution of Infineon shares and subject to compliance with all applicable laws, the plan participant agrees that the appropriate number of whole shares, valued at their then fair market value, to satisfy any withholding obligations of the Company or affiliated group company with respect to such distribution (such number of shares, the "Tax Withholding Shares") shall automatically be sold by or on behalf of the plan participant on the open market and the proceeds of such sale shall be promptly remitted to the Company to satisfy such tax withholding obligations. The plan participant shall execute such documents as may reasonably be requested by the Company or its banking service provider, as applicable, in order to implement such transactions and shall otherwise comply with the administrative rules and procedures established by the Company with respect to such transactions, provided that the plan participant shall not be permitted to exercise any influence over how, when or whether the sales occur. If, however, any

withholding event occurs with respect to the RSUs other than in connection with the distribution of Infineon shares, or if the withholding obligations of the Company or affiliated group company cannot be satisfied by such market sale because such a sale would violate applicable law, the Company shall be entitled to require a cash payment by or on behalf of the plan participant and/or to deduct from other compensation payable to the plan participant the amount of any such withholding obligations.

#### Additional Provisions for Plan Participants Subject to US Taxation:

It is intended that any amounts payable in respect of RSUs granted hereunder shall either be exempt from or comply with Section 409A of the U.S. Internal Revenue Code (“Code Section 409A”) and Section 457A of the U.S. Internal Revenue Code (“Code Section 457A”), in each case including the Treasury regulations and other published guidance relating thereto, so as not to subject the plan participant to payment of any additional tax, penalty or interest imposed under Code Section 409A or Code Section 457A. The provisions of the RSUP (including the applicable grant certificate and these plan rules) shall be construed and interpreted to avoid the imputation of any such additional tax, penalty or interest under Code Section 409A and Code Section 457A yet preserve (to the nearest extent reasonably possible) the intended benefit payable to the plan participant.

If a plan participant is a “specified employee” within the meaning of Treasury Regulation Section 1.409A-1(i) as of the date of the plan participant’s “separation from service” (as such term is defined for purposes of Code Section 409A), the plan participant shall not be entitled to any payment or benefit pursuant to an award granted hereunder until the earlier of (i) the date which is six (6) months after the plan participant’s separation from service for any reason other than death, or (ii) the date of the plan participant’s death. The provisions of this paragraph shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Code Section 409A. Any amounts otherwise payable to the plan participant upon or in the six (6) month period following the plan participant’s separation from service that are not so paid by reason of this paragraph shall be paid (without interest) as soon as practicable after (and in all events within thirty (30) days after) the date that is six (6) months after the plan participant’s separation from service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of the plan participant’s death).

#### § 9 Changes in Capital Structure

In the event of a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or other distribution of the Company’s equity securities without the receipt of consideration by the Company, of or on the Infineon Shares subject to the RSUs, the Company represented by the Management Board shall proportionately adjust the number of RSUs subject to each award granted, outstanding and still unvested at the effective date of such corporate action (as well as the Share Limit) accordingly.

If the adjustments in accordance with § 9 (1) do not result in a whole number of RSUs for a plan participant, the number of RSUs shall be rounded down to a whole number.

#### § 10 Change of Control

A change of control occurs if

- › someone individually or jointly together with others acquires directly or indirectly at least 50% of voting rights in the Company, or
- › the Company is merged in accordance with sec. 2 et seq. of the German Act Regulating the Transformation of Companies (Umwandlungsgesetz – “UmwG”) into another legal entity or



another legal entity is merged with the Company and, in both cases, after completion of the merger, a third party either individually or jointly together with others directly or indirectly holds at least 50% of the voting rights in the acquiring entity or in the Company, or

- › all or all key assets of the Company are directly or indirectly contributed into a joint venture with a third party or several third parties, and, after the completion of the contribution a third party individually or jointly together with others holds at least 50% of the voting rights in the joint venture.

A change of control also occurs if, after its completion, another than one of the aforementioned processes should lead to a third party individually or jointly together with others directly or indirectly holding at least 50% of the voting rights in the Company, or in the company which continues the undertaking of the Company in whole or in substantial parts.

Purely intra-group change of control processes are not be considered. For the avoidance of doubt, the Management Board shall have the authority to determine whether (or not) a change of control has occurred in accordance with the intent and terms of this RSUP.

Notwithstanding the foregoing, no transaction shall be considered a change of control hereunder unless such transaction constitutes a “change in the ownership or effective control” of the Company, or a change “in the ownership of a substantial portion of the assets” of the Company within the meaning of Section 409A of the Code.

In all aforementioned cases, no change of control shall be effective until the initial externally documented change of control is decisive, e.g. in the form of a publication prescribed by capital markets laws, e.g. German Securities Trading Act (Wertpapierhandelsgesetz – “WpHG”), or in case of a mandatory offer or a takeover bid pursuant to the German Securities Acquisition and Takeover Act (Wertpapiererwerbs- und Übernahmegesetz – “WpÜG”) or a constitutive registration in the commercial register (e.g. in the case of a reorganization pursuant to the [German Transformation Act (Umwandlungsgesetz – “UmwG”).

Affected by the provisions of this § 10 are all plan participants who, at the time of the change of control, are in an employment relationship with Infineon Group, except for the members of the Management Board of the Company.

Any RSUs that are then outstanding and unvested shall vest upon the date the change of control becomes effective (accelerated vesting). RSUs shall be settled and plan participants shall receive Infineon shares, or cash payment upon such effective date according to § 6, with the settlement form determined in the Company’s discretion.

## § 11 Insider Trading

With regard to the disposal of the Infineon shares transferred to the plan participant in the settlement process, plan participants acknowledge that they may be subject to statutory insider trading provisions as defined in the EU Market Abuse Regulations, German Securities Trading Act or other local laws, specifically in their home countries or current countries of residence other than Germany. Plan participants are obliged to observe applicable insider trading provisions and may subject themselves to punishment in case of violation. In addition, the Company’s internal insider trading provisions (and all applicable securities and insider trading laws and regulations, applicable to such plan participant) shall apply at all times.



## § 12 Further Provisions

To the extent not preempted by mandatory national law, the RSUP shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany without giving effect to its conflict or choice of law rules or principles that might otherwise refer construction or interpretation of this plan to the substantive law of another jurisdiction.

The section headings of these plan rules are for convenience of reference only and shall not be deemed to alter or affect any provision hereof. A number in parenthesis following a section reference in these plan rules refers to the applicable paragraph of such section (for example, “§1 (4)” refers to the fourth paragraph in Section 1 of these plan rules).

The Infineon Group may, in its sole discretion, decide to deliver any documents related to current or future plan participants in the RSUP by electronic means. The plan participant consents to receive such documents by electronic delivery and agrees to participate in the RSUP through an online or electronic system established and maintained by the Company or a third party designated by the Company.

The RSUP is a voluntary benefit offered by Infineon. No series of offers or repeated offers under the RSUP can be construed as giving rise to a right to continuing or subsequent offers or any equivalent benefit in the future. RSUs are not a part of the plan participant’s employment contract (if any) with Infineon or an Infineon Group company and not a part of the expected compensation or other remuneration for any purposes, including for purposes of computing severance pay or other termination compensation or indemnity of the plan participant.

Nothing in the RSUP, any grant certificate or any other document or statement made with respect to the RSUP, shall interfere with or limit in any way the right of Infineon or an Infineon Group company to terminate any plan participant’s employment relationship at any time, nor confer upon any plan participant any right to continue as an employee of Infineon or an Infineon Group company.

Neither a grant nor any benefits arising under this RSUP shall constitute an employment contract with Infineon or an Infineon Group company and, accordingly, this RSUP and the benefits hereunder may be terminated at any time in the sole and exclusive discretion of the Company represented by the Management Board without giving rise to any liability on the part of Infineon Group. The Company is authorized to create, alter and amend the rules of the RSUP, including the administration processes and other technicalities regarding the settlement of the RSUs. Such amendments to the terms and conditions of the plan are possible at any time. Notwithstanding the foregoing, no amendment or termination of the RSUP shall, without the consent of the holder of such award, affect any outstanding award to the extent that award would be materially adversely affected.

The RSUP will be administered by the Management Board, which has full and final discretionary authority, in each case subject to and consistent with the provisions of the RSUP plan rules, to construe and interpret the RSUP plan rules and any grant certificate (or other related documents), to correct defects, to supply omissions, or to reconcile inconsistencies therein and make all other decisions and determinations as the Management Board may deem necessary or advisable for the administration of the RSUP. All decisions, determinations, and interpretations of the Management Board (or its delegate) shall be final and binding on all persons, including, but not limited to, the Infineon Group, any plan participant, or any person claiming any rights under the RSUP from or through any plan participant. Except to the extent prohibited by applicable law or the applicable rules of a stock exchange, the Management Board may allocate all or any portion of its responsibilities and powers to any one or more of its members or any other person or persons selected by it, including the record keeper. Any such

allocation or delegation may be revoked by the Management Board at any time.

No RSUs may be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the plan participant, and any attempt to violate this provision shall be void ab initio.

If any changes in the financial or tax accounting rules applicable to the RSUs covered by this plan shall occur which may have an adverse effect on the reported earnings, assets or liabilities of Infineon Group, the RSUP might be canceled by the Management Board with respect to any unvested RSUs at the time of such determination.

Should any of these plan rules be or become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. Any gap resulting from the invalidity or unenforceability of a provision will be replaced, by means of supplementary interpretation, by another, valid provision reflecting the intent of the original provision as closely as possible. This shall not affect any of the remaining provisions.

The competent courts in Germany shall have exclusive jurisdiction, if legally permissible.

## Administrative details

### Prospectus obligations

The RSUP does not trigger any prospectus obligations. At least, exemptions to possible prospectus obligations in the relevant securities laws do apply. For the avoidance of doubt, however, the Company may provide plan participants with informational or supplemental plan documents from time to time (e.g., a Q&A document or informational tax supplement), which plan documents (unless expressly stated otherwise) are not intended to serve as a prospectus.

### Data Transfer and Protection

For the purpose of the administration of the RSUP, Infineon Group may store, process, transfer and use personal data of plan participants, also involving third parties employed to administer or to assist with the administration and implementation of the RSUP (e.g. the banking service provider). All service providers are carefully selected and must comply with current data protection standards and technology.

### Plan Authority

The Management Board is authorized to create, alter and amend the rules of the RSUP, including the administration processes and other technicalities regarding the Settlement of the RSUs. Such amendments to the terms and conditions of the plan are possible at any time. Notwithstanding the foregoing, no amendment of the RSUP shall, without the consent of the holder of such award, affect any outstanding award to the extent that award would be materially adversely affected.

### More information

More explanatory information about the RSUP can be found on the Infineon intranet under <http://goto.infineon.com/RSUP>.

General information on Infineon is available under <http://www.infineon.com>

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