Restricted Share Unit Plan (RSUP)

Infineon Technologies AG

www.infineon.com
This brochure consists of two elements: the first part summarizes the key terms of the Restricted Share 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. 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.
Dear Colleagues,

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

This offer underlines our commitment to attracting and motivating key employees. To this effect, 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. 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,

Reinhard Ploss  Helmut Gassel  Jochen Hanebeck  Sven Schneider

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\(^1\) “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, referred to as “Infineon Group”)
Restricted Share Unit Plan (RSUP) – at a glance –

Restricted Share Units (RSUs) represent an entitlement to Infineon shares granted to an employee and subject to a staggered four-year Vesting Schedule.

1 Annual Grant
Employee receives and accepts an entitlement to a number of RSUs via the annual grant.

2 Staggered four-year Vesting Schedule
All granted RSUs are subject to a staggered four-year Vesting Schedule (25% of the award vesting each year, subject to continued employment).

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 (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 grant.

4 Eligibility
Plan is limited to employees with a specific global grade and who are employed in legal entities of Infineon Group as determined by the Infineon Management Board (the “Management Board”).
Restricted Share Unit Plan (RSUP) – step by step –

1 Annual grant

Employee receives and accepts an entitlement to a number of RSUs via the annual grant by the Company.

<table>
<thead>
<tr>
<th>Allocated amount (in USD)</th>
<th>30,000 USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchange Rate used: 0.94999</td>
<td></td>
</tr>
<tr>
<td>Allocated amount (in EUR)</td>
<td>28,500 EUR</td>
</tr>
<tr>
<td>Average IFX share price</td>
<td>20.00 EUR</td>
</tr>
<tr>
<td>Calculated number of RSUs</td>
<td>1,425</td>
</tr>
<tr>
<td>Number of RSUs granted</td>
<td>1,424 (rounded down to nearest even number divisible by 4)</td>
</tr>
</tbody>
</table>

There is a recommended allocation amount for each job level (GG/TL) from which the manager can deviate up or down. The number of RSUs actually granted (in general once per year on April 1) is derived by dividing this allocation amount by the Average Infineon Share Price (calculated as an average over a period of a 60 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.

Vesting over 4 years – 25% each after one year

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 March 31 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 dividend entitlements or subscription or voting rights.
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 to the date of the Settlement relative to the Average Infineon Share Price at grant.

Example:

<table>
<thead>
<tr>
<th>Grant</th>
<th># of shares</th>
<th>Vesting over 4 years – 25% each after one year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant 4</td>
<td>800</td>
<td>200 200 200 200</td>
</tr>
<tr>
<td>Grant 3</td>
<td>1,100</td>
<td>275 275 275 275</td>
</tr>
<tr>
<td>Grant 2</td>
<td>960</td>
<td>240 240 240 240</td>
</tr>
<tr>
<td>Grant 1</td>
<td>1,000</td>
<td>250 250 250 250</td>
</tr>
</tbody>
</table>

Vesting per year: 250 490 765 965 ...

For simplicity, the examples above do not include the effect of tax withholding. However, at each vesting event, 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

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Infineon Share Price</td>
<td>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.</td>
</tr>
<tr>
<td>Grant Date</td>
<td>In general, RSUs are granted once per year on April 1 via grant certificates to the employees.</td>
</tr>
<tr>
<td>LTI</td>
<td>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.</td>
</tr>
<tr>
<td>Restricted Share Unit</td>
<td>A Restricted Share 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.</td>
</tr>
<tr>
<td>Service Condition</td>
<td>Each plan participant must have an ongoing active employment relationship with Infineon Group, which is not under notice of termination, upon the respective settlement date.</td>
</tr>
<tr>
<td>Settlement</td>
<td>Settlement of vested RSUs takes place - 25% of granted RSUs each one / two / three or 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.</td>
</tr>
<tr>
<td>Vesting Period</td>
<td>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. They do not allow any shareholder rights either.</td>
</tr>
<tr>
<td>Vesting Schedule</td>
<td>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.</td>
</tr>
</tbody>
</table>

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 Share Unit Plan (RSUP), please visit us under http://goto.infineon.com/RSUP or send us an e-mail to RSUP@infineon.com.
Plan Rules

Purpose of the Plan

Infineon together with the Infineon Group is committed to attracting and rewarding 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, interest, and special effort the successful conduct of the Company’s operation is largely dependent.

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 Share Units

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

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/USD (exchange rate used is based upon the exchange rate provided by Infineon Treasury – i.e. 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 Share 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 Infineon Group, which is not under notice of termination, before the corresponding anniversary date.

One day prior to each annual anniversary of the Grant Date, the portion of vested RSUs will be settled (see § 6 Settlement of Restricted Share Units).

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

§ 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 § 13 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 previous acquired by the Company (see § 6 Settlement of Restricted Share 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 and 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) 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 entitlement to possible future grants.

§ 4 Grant of Restricted Share 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.

There is a recommended allocation amount for each job level (GG/TL) from which the manager can deviate up or down, as long as the sum of the allocated amounts are within the budget approved by the Management Board for the respective fiscal year. The complete list of eligible employees and the resulting budget must be submitted to the Management Board for final approval prior to the respective Grant Date.

The number of RSUs granted is derived from an individual allocation amount in EUR/USD (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 USD | 30,000 USD |
| Individual participant allocation amount in EUR as determined by Infineon Treasury | 28,500 EUR |
| Arithmetic mean of daily IFX closing share price over 60 trading days preceding Grant | 20.00 EUR |
| Calculation result (rounded down to nearest even number divisible by 4) | 1,425 rounded down to 1,424 |
| Number of RSUs granted | 1,424 |
| Number of vested RSUs per year | 1,424 / 4 = 356 |
§ 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 Vesting Period ends one day prior to the fourth anniversary of the Grant Date.

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 dividend entitlements or subscription or voting rights during the Vesting Period.

§ 6 Settlement of Restricted Share Units

One day prior to 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 providers 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 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 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 Equatex AG together with Flatex AG as administration and banking service providers to support plan participants in all administrative matters of the RSUP. 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 or 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

Except as otherwise provided in this § 7, in the event a termination of a plan participant’s employment, including but not limited to:

› a voluntary resignation (other than retirement or early retirement),
› a termination of employment by Infineon Group,
› an expiry of a temporary employment contract, or
› a termination of employment by mutual agreement,

becomes effective during the Vesting Period, all unvested RSUs of that plan participant forfeit on the date of such termination.

In the event of restructuring or if similar processes (e.g. divestiture, sale of organizational unit, transformation) become effective during the Vesting Period with the result, that a plan participant has no longer an employment relationship with the Infineon Group, all of the plan participant’s unvested RSUs will terminate with effect from that date.

In the event of death of the plan participant during the Vesting Period, all of the plan participant’s remaining unvested RSUs forfeit with effect from the day of death. However, there will be a pro-rated cash payment for the benefit of the plan participant’s statutory or testamentary heirs. The pro-rated amount shall be calculated as 25% of the RSUs granted, multiplied by a fraction, (a) the numerator of which is the number of months from the Grant Date (or, if later, the latest annual anniversary of the Grant Date prior to the date of death) to the end of the month in which the death of the plan participant has occurred and (b) the denominator of which is twelve (12). The cash payment per pro-rated unvested RSU will be calculated based on the respective daily closing Infineon share price on the XETRA trading system on the Frankfurt Stock Exchange (or a comparable successor system) on the date of the plan participant’s death. For currencies other than EUR, the payment amount will be converted into the final currency, applying the corresponding foreign exchange rate (Euro foreign exchange reference rates published by the European Central Bank) as of the time of conversion. The resulting gross cash amount shall be paid subject to statutory deductions. The payment under this § 7 (3) shall be made no later than 60 days following the plan participant’s death, provided that all documents relevant for the payout are
In the event of the plan participant’s
› long-term disability,
› retirement, or
› early retirement,

and corresponding termination of employment during the Vesting Period, the Service Condition according to § 5 (2) is deemed to be met and RSUs shall not be forfeited. Instead, the then-outstanding RSUs shall be settled according to the remaining vesting schedule for the award according to the general rules, set forth herein. Retirement and early retirement shall be in accordance with applicable local statutory regulations, or, in the absence of statutory provisions, in accordance with the rules of the Infineon Group concerned. Should the plan participant deceede prior to the settlement of the RSUs, the above paragraph concerning the event of death of the plan participant shall apply.

§ 8 Tax Treatment, Social Security Contributions or Similar Obligations

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.

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

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2 The prerequisite regarding the availability of relevant documents does not apply to plan participants subject to U.S. tax regulations.
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.

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 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, to correct defects, to supply omissions, or to
reconcile inconsistencies therein and make all other decisions and determination 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.

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 “state of the art” 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/PSP.
General information on Infineon is available under http://www.infineon.com

Infineon Technologies AG
81726 Munich
Germany

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