

## **COMMUNICATION FROM THE BOARD OF DIRECTORS OF ALSTOM**

### **INFORMATION ON THE REMUNERATION OF MARTIN SION AS CHIEF EXECUTIVE OFFICER**

At its meeting on October 8, 2025, the Company's Board of Directors resolved to appoint Mr. Martin Sion as Chief Executive Officer, effective from April 1, 2026.

Following the recommendation of the Nominations and Remuneration Committee, the Board also determined the terms and conditions governing the remuneration of Mr. Martin Sion in respect of these duties.

#### **A. Annual Fixed Remuneration**

For the 2026/27 financial year, the Chief Executive Officer will receive a gross annual fixed remuneration of €1,050,000, paid in twelve equal monthly instalments.

#### **B. Annual Variable Remuneration**

The Chief Executive Officer's annual variable remuneration may be up to 100% of the gross annual fixed remuneration for the financial year, subject to achieving specific target performance criteria.

In the event of overperformance, this remuneration may reach up to 185% of the gross annual fixed remuneration.

The performance criteria will be established by the Board of Directors at a future date.

Pursuant to Article L.22-10-34, II. of the French Commercial Code, payment of the annual variable remuneration for a given financial year is subject to the approval of the Annual General Meeting convened to approve the accounts for that year.

#### **C. Long-Term Variable Remuneration**

The Chief Executive Officer is eligible to participate in long-term incentive plans that the Company may implement.

For each financial year, an award with a target value of €1,200,000 will be granted, to be converted into performance shares at the time of grant. The final number of vested shares will depend on the achievement of the relevant performance conditions and may, at maximum, represent 150% of the granted shares at target, without exceeding 2.5% of the overall amount authorised by the General Meeting for performance share awards within the Group, and 10% of the total allocation under the plan in question.

#### **D. Sign-On Bonus**

The Chief Executive Officer will receive a one-off sign-on bonus with a gross target value of €1,200,000, to be converted into performance shares as part of a specifically designated award for the 2026/27 financial year. The final number of vested shares will depend on the achievement of the relevant performance conditions, that will be identical to the ones set forth in the 2026/27 Long-Term variable plan, and may, at maximum, represent 150% of the granted shares at target.

#### E. Exceptional Remuneration

No exceptional remuneration shall be awarded to the Chief Executive Officer.

#### F. Non-Compete Undertaking

Upon the termination of their mandate, for any reason and at any time, the Chief Executive Officer undertakes not to participate in, be associated with, be employed by, or provide services in any capacity, directly or indirectly, to any entity whose principal activities (representing 15% or more of turnover or at least €1 billion) relate to the manufacture of equipment or systems for the railway or public land transport sectors worldwide. Operators themselves are excluded from the scope of this undertaking.

This undertaking shall be effective for a period of two years from the effective date of end of Chief Executive Officer Mandate.

In compensation for this commitment, the Chief Executive Officer will receive a gross indemnity amounting to 1.5 times the average of their gross annual fixed and variable remuneration (excluding performance shares) received during the three financial years preceding the end of the mandate. This indemnity will be paid in twenty-four equal monthly instalments over the duration of the non-competition clause.

Should the Chief Executive Officer breach this non-compete undertaking:

- The Company shall be released from its obligation to provide the relevant compensation;
- The Chief Executive Officer shall be required to reimburse all sums already paid in respect of the non-compete undertaking.

The Company, through its Board of Directors, reserves the right to unilaterally waive this non-compete agreement at the end of the Chief Executive Officer's mandate, in which case no compensation shall be due and no further obligation shall apply.

#### G. Severance Indemnity

No severance indemnity will be granted to the Chief Executive Officer.

#### H. Supplementary Pension Schemes

In addition to statutory arrangements, the Chief Executive Officer will benefit from both an 'Article 83' and an 'Article 82' defined contribution supplementary pension scheme.

##### *Article 83 Defined Contribution Supplementary Pension Scheme*

Contributions under this scheme amount to 1% of annual remuneration up to four times the annual social security ceiling, 4% for remuneration between four and eight times the ceiling, and 11% for remuneration between eight and twelve times the ceiling. The Company assumes responsibility for 95% of these contributions.

##### *Article 82 Defined Contribution Supplementary Pension Scheme*

Annual contributions are calculated on total annual remuneration (including both fixed and variable cash components) as follows:

*This is an unofficial English translation. In the event of any discrepancies, the French version shall prevail.*

- 10% of gross fixed remuneration between eight and twelve times the annual social security ceiling;
- 20% of gross fixed remuneration above twelve times the ceiling;
- 20% of variable annual remuneration as determined by the Board of Directors;
- The reference remuneration (fixed and variable in cash) for the purposes of this calculation may not exceed €2,000,000;
- No contributions are due if the variable remuneration in cash is zero.

The Chief Executive Officer also undertakes, after fulfilling all relevant tax and social obligations, to retain the sums paid into the dedicated pension vehicle for at least the duration of their term.

#### I. Other Benefits

The Chief Executive Officer will be entitled to a company vehicle, additional health insurance, death and disability insurance (comparable to that provided to Group employees at a certain level of responsibility), and private unemployment insurance, with costs shared between the Company and the beneficiary.

All of the above provisions shall form part of the Company's remuneration policy and shall be submitted to the Annual General Meeting of shareholders convened to approve the accounts for the 2025/2026 financial year.