



**ACT 2022
NEXANS GROUP EMPLOYEE SHARE OFFERING
LOCAL SUPPLEMENT FOR CANADA**

*You have been invited to invest in shares of Nexans in the Nexans Group Employee Share Offering 2022 (the “**Act 2022 Offering**” or the “**Offering**”). You will find below a brief summary of the local Offering information and principal tax consequences relating to the Offering.*

Local Offering Information for Canada

Eligibility

All current permanent Canadian-resident employees of Nexans S.A. and its direct or indirect majority-owned subsidiaries that are members of the Nexans International Group Savings Plan who have at least 3 months of service with either Nexans and / or one of its majority-owned subsidiaries (the “**Nexans Group**”), measured as of the last day of the revocation/subscription period on June 28, 2022, are eligible to participate in the Offering.

Reservation Period

The reservation period starts on May 9, 2022 and lasts until May 24, 2022 (inclusive). During the reservation period, you will be able to submit your orders to subscribe for units of a compartment named Nexans Plus 2022 B of an FCPE named Nexans Plus 2022 (the “**NP 2022 Fund**”), which uses your investment to purchase Nexans shares.

Revocation Period

The revocation period starts on June 23, 2022 and lasts until June 28, 2022 (inclusive). During the revocation period, you may revoke your order in its entirety if you wish. Upon the expiration of the revocation period, outstanding orders become binding and irrevocable. During the revocation period, you may, if you did not submit a reservation/subscription form during the reservation period, submit a new order; however, the maximum subscription amount during the revocation period will be an amount that will be capped at 1/10 of the amount that could have been requested during the reservation period.

Subscription Price

The subscription price will be set by the CEO of Nexans on June 22, 2022 as the average opening price of the Nexans share over the 20 trading days preceding the decision of the CEO, minus a 20% discount. The price will be posted at your company’s premises and on the Act 2022 Offering’s dedicated intranet site.

It is to be noted that your subscription is in euros. Consequently, for purposes of your subscription, the amount of your payment in Canadian dollars will be converted by your employer using the exchange rate that will have been communicated to you prior to the revocation period. See “Currency Exchange Rates” below.

Important note: If you wish to participate, you must complete either online or in paper form, prior to the end of the applicable period a subscription form using, in the case of online subscriptions, the identifier and password for the subscription website communicated to you.

In addition, if you are a resident in Ontario or Manitoba, you will also be required to complete a client profile form from a registered brokerage firm (the “**Registrant**”). The Registrant will be available to assist persons in Ontario and Manitoba and to discuss any specific questions such persons may have with respect to the Offering.

For further information, if you are a resident in Ontario or Manitoba, on any additional documents you are required to submit to the Registrant, please contact your local human resources department.

Method of Payment – What are the payment methods available for my subscription?

The following payment methods are available:

1. Payment by direct debit; and/or
2. Payment by way of employer loan to be repaid by payroll deduction in equal instalments over a period of one year.

If you have elected to pay all or part of your contribution to the Act 2022 Offering by irrevocable payroll deduction, please note that by signing your reservation/ subscription form and/or your revocation/ subscription form, you will have agreed to be bound by the following acknowledgements, representations and obligations:

- This amount will be deducted from your paycheques over twelve months beginning shortly after the end of the revocation period, at the discretion of your employer (the “**Payroll Deduction Period**”). Deductions will be made equally from each of your paycheques during this period.
- The amount you will pay by payroll deduction, after taking into account any reduction in the event of an over-subscription, as described in the Information Brochure, is referred to in this supplement as your “**Payroll Deduction Amount**”. Your employer will advance your Payroll Deduction Amount on your behalf, as an interest-free, full recourse loan.
- For value received, you irrevocably promise to repay your Payroll Deduction Amount in substantially equal instalments through after-tax payroll deductions during the Payroll Deduction Period. You hereby consent to your employer withholding the required sums from your ordinary compensation income in order to collect your Payroll Deduction Amount. If you stop participating in the payroll deduction option, voluntarily or involuntarily, due to termination of your employment or otherwise, you must immediately pay in full the unpaid portion of your Payroll Deduction Amount.
- If you fail to repay your Payroll Deduction Amount as and when due, you hereby consent to allowing your employer and/or its representatives to pursue any legal remedies available to collect the full amount due, including, but not limited to, making appropriate withholdings, to the extent permitted by law, from your future wages and other funds due to you, in order to satisfy your debt in full. You understand that your obligations under the reservation / subscription form or the revocation / subscription form and this supplement are the same as if you had signed a promissory note with respect to the Payroll Deduction Amount then owed by you, and you waive demand and presentment for payment, notice of non-payment, protest, notice of protest, notice of dishonour, notice of intent to accelerate the maturity of your obligations, notice of such acceleration, bringing of suit and diligence in taking any action to collect amounts called for hereunder.
- You understand that, by advancing funds for the purchase of your shares, your employer will be making a loan to you for your Payroll Deduction Amount and that such loan will give rise to a taxable benefit requiring applicable payroll withholdings. You hereby grant to your employer a security interest in the securities issued to you under the Offering to secure any and all of your obligations under the Act 2022 Offering, as set forth in the reservation / subscription form or revocation / subscription form. Your employer shall have all rights and remedies of a secured party under applicable law with respect to such security interest. In the event that you fail to pay any amounts owed hereunder, as and when due, then you will also be liable for any collection costs, including, without limitation, reasonable attorneys’ fees and expenses.

Unless you subscribe through Internet, please return your duly completed reservation / subscription form together with the requisite enclosures before May 24, 2022, 5pm EST, or your duly completed revocation / subscription form together with the requisite enclosures before June 28, 2022, 5pm EST, to your local human resources department.

Free Share Entitlement

Each participating employee will benefit from a “matching contribution” from their employer in the form of additional Nexans shares for no consideration (“**Free Shares**”).

The matching contribution amount will be equal to the lesser of: (i) 60% of your personal investment in the Offering and (ii) the Canadian-dollar equivalent of 150 euros.

The Free Shares delivered to you will be held through a classic FCPE named Actionnariat NEXANS (the “**Classic Fund**”). You will receive units in this FCPE representing the Free Shares, whose value will decrease or increase in accordance with the Nexans share price on the stock market.

The Free Shares will be delivered to you at or around the time of your subscription under the Offering and are not subject to forfeiture. They are, however, subject to the same mandatory five-year holding period as the shares acquired with your personal contribution under the Offering.

Dividends

Any dividends earned on shares held by the NP 2022 Fund (i.e., the shares purchased using your personal contribution under the Offering and those financed by the bank that guarantees your personal contribution) will be remitted to the bank.

Dividends in respect of the Free Shares paid to the Classic Fund on your behalf will be automatically reinvested by the Classic Fund in additional Nexans shares. Additional units (or fractions thereof) of the Classic Fund will be issued to you to reflect this dividend reinvestment.

Securities Notices

Securities Laws Rights of Action.

In accordance with an exemption from certain requirements of Canadian provincial securities laws which Nexans obtained in 2018, the Act 2022 Offering is being made without filing a prospectus with the applicable Canadian securities regulatory authorities. As a result, purchasers of securities pursuant to the Act 2022 Offering will not have the benefit of certain protections, rights, and remedies afforded under Canadian securities legislation, such as statutory rights of withdrawal and statutory rights of action for rescission or damages against the company in the event of a misrepresentation in any materials furnished in connection with the Offering. Purchasers will have to rely on common law (in provinces other than Québec) or civil law (in Québec) rights of action that may be available in this regard. The Act 2022 Offering may be made without using a registered securities dealer in some circumstances. The management company designated for the NP 2022 FUND, BNP Paribas Asset Management SAS, is not registered under Canadian provincial securities laws as a dealer and, as a result, there may be difficulty in enforcing any claims against it, particularly in the event that its assets are situated outside of Canada.

Resale Restrictions. In addition to the restrictions on resale and transfer noted in this local supplement or other documentation relating to the Act 2022 Offering, any shares purchased under the Offering (along with Free Shares) will be subject to certain restrictions on resale imposed by Canadian provincial securities laws. Purchasers of shares under the Act 2022 Offering are encouraged to seek legal advice prior to any resale of such shares. Nexans has received relief from the securities regulatory authorities allowing employees to resell shares (including Free Shares) acquired in the Act 2022 Offering without the need to file a prospectus. In general, such relief permits participants to sell their shares outside of Canada (including over a foreign stock exchange).

Early Exit Events - In which cases may I ask for an early redemption?

In consideration of the benefits granted under the Act 2022 Offering, your investment (including Free Shares) must be held for a 5-year period ending on July 26, 2027, except upon the occurrence of the following early exit events:

1. Involuntary termination of employment contract or retirement;
2. The employee suffers a long-term disability; or
3. Death of the employee.

These early exit events are defined by French law and must be interpreted and applied in a manner consistent with such law. You (or your representative) should not conclude that an early exit event is available until your employer has confirmed same, after receiving the requisite supporting documentation. For further information, please contact your local human resources department.

Currency Exchange Rates

As indicated above, the subscription price of Nexans shares under Act 2022 Offering is in euros. However, the payment of the subscription amount will be made by participants in Canadian dollars, using an exchange rate that will be communicated to participants on or about June 22, 2022.

Nevertheless, throughout the period of your investment, the value of your investment will be affected by fluctuations in the currency exchange rate between the euro and the Canadian dollar. In particular, if the value of the euro strengthens relative to the Canadian dollar, the value of your Nexans shares and the guarantee of your personal contribution expressed in Canadian dollars will increase. On the other hand, if the value of the euro weakens relative to the Canadian dollar, the value of your Nexans shares and the value of the guarantee of your personal contribution expressed in Canadian dollars will decrease.

Other

The Act 2022 Offering is presented to you as an eligible employee of the Nexans group, and the decision to participate or not is entirely yours. Your decision will have no consequences, positive or negative, on your employment or future opportunities within the Nexans group.

This document, and any other document provided or made available to you within the context of the Act 2022 Offering, does not in any way modify any terms of your employment, or affect the rights and obligations arising from it, or change your situation within the Nexans group. The opportunity to participate in the Act 2022 Offering does not in any way presuppose the existence of future offers or the opportunity to participate in them.

This document, and any other document provided or made available to you within the context of the Act 2022 Offering is provided to you for informational purposes only, and neither Nexans nor any subsidiary of Nexans is providing you with, nor intends to provide you with, any financial or investment-related advice. If you have any questions on what this offer means for you, or on the decision you should take, we recommend you contact your usual legal and financial advisors.

To the extent the terms of this document are inconsistent with any other document or information provided pursuant to the Act 2022 Offering, the terms in this document shall take precedence.

Tax Information for Employees Resident in Canada

*This summary sets forth general principles in effect at the time of reservation of the Act 2022 Offering, that are expected to apply to employees (“**Participants**”) who are and who shall remain, until the disposal of their investment, resident in Canada for the purposes of the tax laws of Canada and of the tax treaty concluded between France and Canada for the avoidance of double taxation dated May 2, 1975, as amended (the “**Treaty**”). The tax consequences listed below are described in accordance with Canadian federal tax law (and exclude, except where expressly indicated, provincial tax considerations, which may differ) and certain French tax laws and practices, all of which are applicable at the time of the Act 2022 Offering. These principles and laws may change over time.*

As indicated above, you will, as part of the Offering, receive units of the Classic Fund, representing the matching contribution from your employer in the form of Free Shares.

This summary is given for informational purposes only and should not be relied upon as being either complete or conclusive. For definitive advice, employees should consult their own tax advisors regarding the tax consequences to them of subscribing to NEXANS shares under Act 2022 Offering.

Your investment will be subscribed and held via a compartment named “Nexans Plus 2022 B of a *Fonds Commun de Placement d’Entreprise* named “Nexans Plus 2022”, a collective employee shareholding fund under French law (i.e., the NP 2022 Fund). Your investment will thus be represented by NP 2022 Fund units (“**Units**”).

A. Taxation in France

For so long as your investment is held via the NP 2022 Fund, any dividends paid by Nexans will require the payment of an equivalent amount by the NP 2022 Fund to the Bank (as partial consideration of the Bank’s financing and guarantee). You will not be subject to tax or social charges in France in respect of any such dividends, nor any dividends paid in respect of Free Shares held in the Classic Fund, the amounts of which will be reinvested in additional Nexans shares. You will also not be subject to French taxes or social charges on a redemption of your NP 2022 Fund or Classic Fund investments.

B. Taxation in Canada

General Rules

For Canadian federal income tax purposes, the Units received by a Participant in the NP 2022 Fund should represent a pro-rata ownership interest of the Participant in the Nexans shares (the “**Shares**”) held by the NP 2022 Fund, along with the NP 2022 Fund’s rights and obligations under the financing and guarantee arrangement (the “**Financing Arrangement**”) entered into with Societe Generale (the “**Bank**”). Similar rules and principles will apply with respect to Free Shares held in the Classic Fund.

All amounts under the Financing Arrangement or relating to the acquisition, holding or disposition of Shares which are computed, paid or received in a currency other than Canadian dollars must be converted into Canadian dollars for the purposes of the applicable Canadian tax laws.

Amounts included in your income as a result of your participation in the Offering, specifically by virtue of the holding of Shares (dividends) or the disposition of Shares and settlement of the associated Financing Arrangement obligations (taxable capital gains), will be taxable to you at your applicable marginal tax rate. This rate will vary depending upon, among other things, your total income for the particular taxation year and your province of residence. All taxable amounts in respect of a particular taxation year must be reported in your T1 tax return (and Quebec equivalent return if applicable) for that year and filed (along with a remittance of the required tax amounts) by April 30th of the following year.

Tax and/or social security charges that may be applicable upon your subscription for Shares via the NP 2022 Fund.

A Participant will be required to include in his or her income for the year in which Shares are acquired by the NP 2022 Fund on his or her behalf, as a benefit from employment, the amount, if any, by which the “fair market value” of the Shares at the time of their acquisition exceeds the amount paid for the Shares by the NP 2022 Fund on the Participant’s behalf. The fair market value of the Shares could exceed the amount paid for the Shares if, for example, the subscription price for the Shares acquired by the NP 2022 Fund on behalf of the Participant was less than the publicly traded price of the Shares on the acquisition date.

However, in recognition of the lock-up period applicable to the Shares, the Nexans Group intends to take the position that the fair market value of Shares acquired by the NP 2022 Fund on a Participant’s behalf will not exceed the amount paid for such Shares. **On this basis, a Participant would not be required to include any amount in income as a result of the NP 2022 Fund having acquired Shares on the Participant’s behalf. It should be noted, however, that the Canadian revenue authorities are not bound by this position.**

Tax and/or social security charges that may be applicable to Shares purchased with financial assistance from your employer.

If you opt to finance all or a portion of your investment in the Offering by way of an interest-free loan from your employer, you will be required to include in your income, for the year of the purchase and any subsequent years in which the indebtedness remains outstanding, an amount equal to interest at the rate prescribed by the Canadian tax laws (the rate is determined quarterly and is currently 1%) on the amount of the advance for the period in which it is outstanding. However, this should not give rise to any additional net tax liabilities on your part, since an offsetting interest expense deduction should be available to you on the filing of your tax returns for each of the relevant years.

The above-noted benefit amount will be included in your T4/Relevé 1 Form for the applicable year, and payroll source deductions will be applied.

Receipt of Free Shares

A Participant will be required to include in his or her income for the year in which Free Shares are acquired (by the Classic Fund on his or her behalf), as a benefit from employment, an amount equal to the “fair market value” of the Free Shares as of the applicable delivery date. The Participant’s employer will be obligated to make withholdings for income tax and social security amounts in respect of this benefit.

Tax and/or social security charges that may be applicable on dividends received by the NP 2022 Fund or Classic Fund

Dividends received by the NP 2022 Fund or the Classic Fund, as the case may be, on a Participant’s behalf must be included in the income of the Participant for the year in which such dividends are received. The applicable tax rates will vary depending upon the Participant’s income level and the province in which he/she resides (for example, the top marginal tax rate in Ontario on foreign source dividend income is approximately 53.5%, and it is approximately 54% in Quebec).

Such dividends will not be eligible for the gross-up and dividend tax credit normally applicable to dividends received by an individual from a taxable Canadian corporation. It should also be noted that under the Financing Arrangement, an amount equal to the value of the dividends paid to the NP 2022 Fund will be paid over to the Bank and, accordingly, Participants will be required to fund the tax liabilities associated with such dividends through other sources.

Dividends taxable for the employees, either received by the NP 2022 Fund and paid over to the bank or received by the Classic Fund and reinvested, are not subject to social security charges.

Tax and/or social security charges may be applicable when the NP 2022 Fund disposes of Shares on your behalf.

As indicated in the Offering documents, at the end of the lock-up period, a Participant will be entitled to receive from the NP 2022 Fund a certain amount determined in accordance with the formula set forth therein (the “**Entitlement**”). The Participant will have the choice of: (i) keeping the Entitlement invested in Shares through another FCPE named “Actionnariat Nexans” (i.e., the Classic Fund), or (ii) receiving the Entitlement in cash. The remaining amount held by the Fund on behalf of the Participant will be transferred to the Bank in order to satisfy the obligations of the Participant under the Financing Arrangement.

The transfer of a Participant’s Entitlement in the form of Shares from the NP 2022 Fund to the Classic Fund (option (i) above) should not be considered a “disposition” of such Shares for Canadian tax purposes and, therefore, no capital gain (or loss) should arise with respect to such Shares in these circumstances.

On the other hand, in the case where the Participant opts to receive his/her Entitlement in cash, the Participant will be deemed to have disposed of the Shares that are sold to fund the cash payment, which will generate a taxable capital gain (or an allowable capital loss, as the case may be).

The capital gain (or loss) realized by a Participant on a disposition of Shares will be equal to the positive difference (if any) between the amount received for the Shares and the “adjusted cost base” of the Shares, less any reasonable costs incurred by the Participant in connection with the disposition. For this purpose, a Participant’s “adjusted cost base” of a Share at a particular time will generally be equal to the aggregate cost of all Shares held at that time by the NP 2022 Fund on behalf of the Participant (*i.e.*, the amount paid for the Shares at the time of subscription and any other Shares held by a Participant outside the NP 2022 Fund (including any Free Shares held through the Classic Fund, Shares acquired under a Nexans stock option plan or in an individual brokerage account), divided by the aggregate number of Shares held at that time.

Similar rules and principles will apply with respect to dispositions of Free Shares by the Classic Fund on a Participant’s behalf.

Gains or Losses under the Financing Arrangement

In addition to the capital gains resulting from the disposition of all or a portion of the Shares at the end of the lock-up period as detailed above, a Participant should realize a capital gain (or a capital loss) on the date the Participant’s obligations under the Financing Arrangement are settled (generally expected to occur at the conclusion of the lock-up period).

Such gain (or loss) will be equal to the amount by which the amounts received by the NP 2022 Fund from the Bank on a Participant’s behalf (*i.e.*, the amount financed by the Bank on the subscription for Shares and in respect of the Guarantee, as applicable) exceed (are less than) the amounts paid by the NP 2022 Fund to the Bank on a Participant’s behalf over the term of the Financing Arrangement (*i.e.*, dividends) and upon its conclusion.

Any capital gains (losses) realized by a Participant under the Financing Arrangement may generally be offset against capital gains (losses) realized by a Participant on a disposition of Shares (see “*Tax and/or social security charges may be applicable when the NP 2022 Fund disposes of Shares on your behalf*” above).

Taxation of Capital Gains

One-half of any capital gain realized by a Participant will be included in the Participant’s income as a taxable capital gain. One-half of any capital loss (known as an “allowable capital loss”) realized by a Participant may be deducted from the Participant’s taxable capital gains in accordance with the detailed applicable Canadian federal tax rules.

Tax on any taxable capital gains will be levied at your applicable marginal tax rate. The marginal tax rate applicable to you will vary depending upon your income level and the province in which you reside (for example, the top marginal tax rate in Ontario on taxable capital gains is approximately 53.5%, and it is approximately 54% in Quebec).

Any capital gain, realized upon redemption for cash of the NP 2022 Fund units or of Classic Fund units, is not subject to social security charges.