

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F

- REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OF THE SECURITIES EXCHANGE ACT OF 1934
- OR
- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Fiscal Year Ended December 31, 2024
- OR
- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
- OR
- SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number: 001-39368

Maxeon Solar Technologies, Ltd.
(Exact name of registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

Singapore

(Jurisdiction of incorporation or organization)

8 Marina Boulevard #05-02

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Singapore 018981

(Address of principal executive office)

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+1-626-884-4756

(Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, no par value	MAXN	NASDAQ Global Select Market

Securities for which there is a reporting obligation pursuant to Section 12(g) of the Act.

None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None

Indicate the number of outstanding shares of each of the issuer's classes of capital or ordinary shares as of the close of the period covered by the annual report.

16,711,109 ordinary shares as of December 31, 2024

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Emerging growth company	<input type="checkbox"/>

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act.

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b).

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP	<input checked="" type="checkbox"/>	International Financial Reporting Standards as issued by the International Accounting Standards Board	<input type="checkbox"/>	Other	<input type="checkbox"/>
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If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

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INTRODUCTION

We are registered with the Accounting and Corporate Regulatory Authority of Singapore (“ACRA”) under the name “Maxeon Solar Technologies, Ltd.”

We were formed in the third quarter of 2019 under the name “Maxeon Solar Technologies, Pte. Ltd.” and converted to a public company on August 26, 2020 (the “Distribution Date”) under the Companies Act 1967 of Singapore (the “Singapore Companies Act”) under the name of “Maxeon Solar Technologies, Ltd.”

We prepare consolidated financial statements expressed in U.S. dollars. Our consolidated financial statements responsive to Item 17 of this Form 20-F are prepared in accordance with generally accepted accounting principles in the United States (“GAAP”).

On January 20, 2025, the Company changed its fiscal year end to improve the process of consolidating its financial statements following the recent acquisition of a controlling interest in the Company by TCL Zhonghuan Renewable Energy Technology Co. Ltd., a joint stock limited company (“TZE”) incorporated under the laws of the Peoples Republic of China (“PRC”). For fiscal year 2024 and thereafter, the Company’s fiscal year will end on December 31. We made the fiscal year change on a prospective basis and did not adjust operating results for prior year. Therefore, the financial results will not be exactly comparable to the prior periods. We are not required to file a transition report because this change is not deemed a change in fiscal year for purpose of reporting subject to Rule 13a-10 or 15d-10 of the Securities Exchange Act of 1934, as the new fiscal year commences within seven days of the prior fiscal year. Previously, the Company had a 52-to-53-week fiscal year that ended on the Sunday closest to December 31. Accordingly, every fifth or sixth year was a 53-week fiscal year. Fiscal year 2023 and 2022 were 52-week fiscal years. Our fiscal year 2024 ended on December 31, 2024, our fiscal year 2023 ended on December 31, 2023, and our fiscal year 2022 ended on January 1, 2023.

We are a holding company of business contributed to Maxeon by SunPower Corporation (SunPower”) in connection with the spin-off (the “Spin-off”), which was completed on the Distribution Date. The Spin-off was completed by way of a pro rata distribution of all of the then-issued and outstanding ordinary shares of Maxeon to holders of record of SunPower’s ordinary shares as of the close of business on August 17, 2020. As of the Distribution Date, Maxeon became an independent, public company and the Maxeon shares commenced trading on the NASDAQ Global Select Market (“NASDAQ” or “Nasdaq”) under the symbol “MAXN”.

MAXEON is a registered trademark of Maxeon Solar Technologies, Ltd. Visit <https://corp.maxeon.com/trademarks> for more information.

USE OF CERTAIN TERMS

In this annual report, “we,” “us,” “our” and “Maxeon” shall refer to Maxeon Solar Technologies, Ltd. as the context may require.

Unit of Power When referring to our solar power systems, our facilities’ manufacturing capacity and total sales in this Form 20-F, the unit of electricity in watts for kilowatts (“KW”), megawatts (“MW”) and gigawatts (“GW”) is direct current (“DC”), unless otherwise noted as alternating current (“AC”).

Levelized Cost of Energy (“LCOE”)

LCOE is an evaluation of the life-cycle energy cost and life-cycle energy production of an energy producing system. It allows alternative technologies to be compared across different scales of operation, investment or operating time periods. It captures capital costs and ongoing system-related costs, along with the amount of electricity produced, and converts them into a common metric. Key drivers for LCOE measures for photovoltaic products include panel efficiency, capacity factors, reliable system performance, and the life of the system.

Customer Cost of Energy (“CCOE”)

Our customers are focused on reducing their overall cost of energy by intelligently integrating solar and distributed generation (which we refer to as “DG”) sources, energy efficiency, energy management, and energy storage systems with their existing utility-provided energy. The CCOE measurement is an evaluation of a customer’s overall cost of energy, taking into account the cost impact of each individual generation source (including the utility), energy storage systems, and energy management systems. The CCOE measurement includes capital costs and ongoing operating costs, along with the amount of electricity produced, stored, saved, or re-sold, and converts all of these variables into a common metric. The CCOE metric allows customers to compare different portfolios of generation sources, energy storage, and energy management, and to tailor their solution towards optimization.

MARKET INFORMATION

This Annual Report on Form 20-F (this “Form 20-F”) contains certain industry and market data that were obtained from third-party sources, such as industry surveys and industry publications, including, but not limited to, publications by *BloombergNEF*, *S&P Global* and *PV Evolution Labs*. This Form 20-F also contains other industry and market data, including market sizing estimates, growth and other projections and information regarding our competitive position, prepared by our management on the basis of such industry sources and our management’s knowledge of and experience in the industry and markets in which we operate (including management’s estimates and assumptions relating to such industry and markets based on that knowledge). Our management has developed its knowledge of such industry and markets through its experience and participation in these markets.

In addition, industry surveys and industry publications generally state that the information they contain has been obtained from sources believed to be reliable but that the accuracy and completeness of such information is not guaranteed and that any projections they contain are based on a number of significant assumptions. Forecasts, projections and other forward-looking information obtained from these sources involve risks and uncertainties and are subject to change based on various factors, including those discussed in the section “Special Note About Forward-Looking Statements” below. You should not place undue reliance on these statements.

SPECIAL NOTE ABOUT FORWARD-LOOKING STATEMENTS

Certain statements relating to Moxeon in this Form 20-F or documents incorporated by reference constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including, but not limited to, statements regarding: (a) our ability to (i) meet short-term and long-term material cash requirements, (ii) service our outstanding debts and make payments as they come due and (iii) continue as a going concern; (b) the success of our ongoing restructuring initiatives, including our attempts to refinance or equitize our debts, and our ability to execute on our plans and strategy; (c) our expectations regarding product pricing trends, demand and growth projections, including our efforts to enforce our intellectual property rights against our competitors; (d) disruptions to our operations and supply chain resulting from, among other things, government regulatory or enforcement actions, such as the denial of entry into the U.S. of our products by the U.S. Customs and Border Protection (“CBP”) for an unforeseeable amount of time, epidemics, natural disasters or military or trade conflicts, including the duration, scope and impact on the demand for our products, market disruptions from the war in Ukraine, the Israel-Hamas-Iran conflict and the escalating trade war and rising geopolitical tensions between the United States and China; (e) anticipated product launch timing and our expectations regarding ramp, customer acceptance and demand, upsell and expansion opportunities; (f) our expectations and plans for short- and long-term strategy, including our new focus on the U.S. market and investment, market expansion, product and technology focus, implementation of restructuring plans and projected growth and profitability; (g) our technology outlook, including our collaboration with TZE to develop our Moxeon 8 technology and production timelines for the Performance line solar panels, expected cost reductions, and future performance; (h) our strategic goals and plans, including statements regarding restructuring of our business portfolio and divesting our “rest-of-the-world” distributed generation business and our business in the Philippines, the closure and anticipated closure of certain of the Company’s facilities, the Company’s anticipated manufacturing facility in the U.S., our transformation initiatives and plans regarding supply chain adaptation, efforts to develop U.S. vendors and supply chain, improved costs and efficiencies, partnership discussions with respect to the Company’s next-generation technology, and our relationship with our existing customers, suppliers and partners, and our ability to achieve and maintain them; (i) our expectations regarding our future performance and revenues resulting from contracted orders, bookings, backlog, and pipelines in our sales channels and feedback from our partners; (j) our majority ownership by a controlling shareholder based in the PRC and the U.S. presidential administration’s aggressive stance toward China, and (k) our projected effective tax rate and changes to the valuation allowance related to our deferred tax assets. The forward-looking statements can be also identified by terminology such as “may,” “might,” “could,” “will,” “aims,” “expects,” “anticipates,” “future,” “intends,” “plans,” “believes,” “estimates” and similar statements.

These forward-looking statements are based on our current assumptions, expectations and beliefs and involve substantial risks and uncertainties that may cause results, performance or achievement to materially differ from those expressed or implied by these forward-looking statements. These statements are not guarantees of future

performance and are subject to a number of risks. The reader should not place undue reliance on these forward-looking statements, as there can be no assurances that the plans, initiatives or expectations upon which they are based will occur. Factors that could cause or contribute to such differences include, but are not limited to: (1) challenges in executing transactions key to our strategic plans, and other restructuring plans, as well as challenges in addressing regulatory and other obstacles that may arise; (2) our liquidity, substantial indebtedness, terms and conditions upon which our indebtedness is incurred, and ability to obtain additional financing for our projects, customers and operations and to refinance and/or equitize our debts; (3) an adverse final determination of the CBP investigation related to CBP's examination of Maxeon's compliance with the Uyghur Forced Labor Prevention Act; (4) our ability to manage supply chain shortages and/or excess inventory and cost increases and operating expenses; (5) potential disruptions to our operations and supply chain that may result from difficulties in hiring or retaining key personnel, epidemics, natural disasters, trade and military conflicts, including impacts of the war in Ukraine, conflicts in the Middle East and the escalating trade war between the U.S. and China; (6) our ability to manage our key customers and suppliers and develop new customers and suppliers in the United States; (7) the success of our ongoing research and development efforts and our ability to commercialize new products and services, including products and services developed through strategic partnerships, such as our collaboration with affiliates of TZE to develop our Maxeon 8 technology; (8) competition in the solar and general energy industry and downward pressure on selling prices and wholesale energy pricing, including impacts of inflation, economic recession and foreign exchange rates upon customer demand; (9) changes in regulation and public policy, including the imposition and applicability of tariffs and retaliatory measures thereto; (10) our ability to comply with various tax holiday requirements as well as regulatory changes or findings affecting the availability of economic incentives promoting use of solar energy and availability of tax incentives or imposition of tax duties; (11) fluctuations in our operating results; (12) appropriate sizing, or delays in developing our planned U.S. based manufacturing capacity and responding to development, manufacturing and logistical difficulties that could arise; (13) unanticipated impact to customer demand and sales schedules due, among other factors, global trade and military conflicts, economic recession and environmental disasters; (14) reaction by securities or industry analysts to our annual and/or quarterly guidance, in combination with our results of operations or other factors, and/ or third party reports or publications, whether accurate or not, which have caused and may continue to cause, such securities or industry analysts to cease publishing research or reports about us, or adversely change their recommendations regarding our ordinary shares, which may negatively impact the market price of our ordinary shares and volume of our stock trading; (15) the removal of our Company's ordinary shares from prominent stock indices including the Russell 2000 and Russell 3000; and (16) unpredictable outcomes resulting from our litigation activities and other disputes. Forward-looking and other statements in this report may also address our corporate sustainability or responsibility progress, plans, and goals (including environmental matters), and the inclusion of such statements is not an indication that these contents are necessarily material to investors or required to be disclosed in the Company's filings with the SEC. In addition, historical, current, and forward-looking sustainability-related statements may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future.

Some of these factors and other risks that affect our business are included and discussed in more detail in this Form 20-F, including under "Item 3.D. Risk Factors," "Item 4. Information on the Company," and "Item 5. Operating and Financial Review and Prospects." Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those described in this Form 20-F as anticipated, believed, estimated or expected. We provide the information in this Form 20-F as of the date of its filing. We do not intend, and do not assume any obligation, to update any information or forward-looking statements set out in this Form 20-F as a result of new information, future events or otherwise, unless as otherwise required by law.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISORS

1.A. DIRECTORS AND SENIOR MANAGEMENT

Not Applicable.

1.B. ADVISORS

Not Applicable.

1.C. AUDITORS

Not Applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not Applicable.

ITEM 3. KEY INFORMATION

3.A. [RESERVED]

3.B. CAPITALIZATION AND INDEBTEDNESS

Not Applicable.

3.C. REASONS FOR THE OFFER AND USE OF PROCEEDS

Not Applicable.

3.D. RISK FACTORS

We operate in rapidly changing economic and technological environments that present numerous risks, many of which are driven by factors that we cannot control or predict. You should carefully consider the risks described in this section, together with all of the other information included in this Form 20-F, before investing in our securities. The occurrence of any of these risks or additional risks and uncertainties not presently known to us or that we currently believe to be immaterial could materially and adversely affect our business, financial condition, results of operations and the price of our shares.

Risk Factor Summary

The following is a summary of the principal risks discussed in greater detail in the following pages, that could materially and adversely affect our business, financial condition and results of operations, supply chain, intellectual property, cybersecurity, and ownership of our shares:

Risks Related to Our Liquidity

- We have incurred recurring losses and may not be profitable in the future. We are facing significant liquidity risks that raise substantial doubt about our ability to continue as a going concern, and our plans to maintain and increase our liquidity may not be successful.
- We have received an unqualified opinion from our auditor that includes a paragraph indicating that there is substantial doubt about our ability to continue as a going concern.
- Our cash flows have been, and may continue to be, negatively impacted by lower revenue as a result of the denial of entry for certain shipments of our products by the U.S. CBP and increasing price competition, as well as the general economic environment, cumulatively resulting in lower margins, among other implications.
- We may be unable to obtain access to external financing necessary to make adequate capital expenditures necessary to restructure our business, improve our profitability and remain competitive.
- The existence of substantial indebtedness could adversely affect our business, financial condition, and results of operations, as well as our ability to meet our payment obligations under our debt commitments.
- A significant portion of our assets, including our intellectual property, has been pledged as collateral.

Risks Related to the Maxeon Business

- We have engaged in, and will continue to engage in, a series of transactions and restructuring plans to provide us with needed liquidity and re-orient the Company toward an exclusive focus on the U.S. market. There can be no assurance that the implementation of our restructuring plans will be successful, and the failure to implement these restructuring plans would have a material adverse impact on our business, financial condition, results of operations and prospects.
- Our Maxeon 3, Maxeon 6 and Performance 6 solar panels continue to be detained and denied entry by U.S. Customs and Border Protection and these denials of entry, unless resolved, will continue to significantly and adversely affect our business, revenues, margins, results of operations and cash flows.
- We have in the past engaged, and continue to engage, in transactions with our controlling shareholder or its affiliates, which could be perceived as not being at arm's-length.
- We have entered into certain services agreements with TZE in connection with the sale of our Philippines and our "rest-of-the-world distributed generation business, and if we fail to perform our obligations under such agreements or fail to receive the benefits of the collaborations contemplated by such agreements, or if the terms in such agreements are perceived to be less beneficial than the terms we may have otherwise received from an unaffiliated purchaser, our financial results could suffer.
- If we fail to develop and introduce new and enhanced products, or fail to successfully reduce costs, we may be unable to compete effectively, and our ability to generate revenues, profits and cash flows could suffer.
- Rapid changes in the production capacities of both cells and modules in several non-US jurisdictions that have arisen in large part due to current or pending tariff actions by the United States including, without limitation, significant increases in production capacities in India, Indonesia, and Laos, have caused downward pressure on the prices of solar cells and modules, may result in increased or changing tariff policies and could cause us to lose sales or market share.
- Adverse global economic conditions could have a negative effect on our business, results of operations and financial condition and liquidity.
- The solar industry faces competition from other types of renewable and non-renewable power industries.
- Changes in international trade policies, tariffs, or trade disputes could significantly and adversely affect our business, revenues, margins, results of operations and cash flows.
- The reduction, modification or elimination of government incentives could cause our revenue to decline and harm our financial results.
- Existing regulations and policies and changes to these regulations and policies may present technical, regulatory, and economic barriers to the purchase and use of solar power products, which may significantly reduce demand for our products.

- We may incur unexpected warranty and product liability claims that could materially and adversely affect our financial condition and results of operations, damage our market reputation, and prevent us from maintaining or increasing our market share.
- We are currently operating in a period of economic uncertainty and intermittent capital markets disruptions due to geopolitical instability and international trade and military conflicts, and our business, financial condition and results of operations may be materially adversely affected as a result.
- We are subject to a National Security Agreement imposing on us certain indefinite obligations and compliance requirements which on their own would limit the way we run our business, and to the extent that the Committee on Foreign Investment in the United States (“CFIUS”) finds us to not be in compliance with the terms of the National Security Agreement, our business and reputation may be negatively impacted.
- We may be classified as a U.S. corporation for U.S. federal income tax purposes under Section 7874 of the Code, which could result in Maxeon being subject to U.S. federal income tax indefinitely.

Risks Related to Our Supply Chain

- We have historically depended on a limited number of suppliers, which may continue to be the case as we establish a U.S.-focused supply chain, which might not be sufficiently reliable or cost-efficient, and cost increases or material shortages could subject us to delays, cancellations, penalty payments and loss of market share.

Risks Related to Our Operations

- Allegations of forced labor, the implementation of laws both recently enacted and proposed against the use of forced labor, and customer sentiment as a result of this issue, could have an adverse impact on our business.
- Our success depends on the continuing contributions of our key personnel and our ability to attract and retain qualified personnel in our industry.
- Inability to build customer demand following the loss of a significant customer continues to negatively impact our financial performance.
- Fluctuations in the demand for our products have caused and in the future may continue to cause impairment of long-lived assets or cause us to write off equipment or inventory or the pre-mature termination of certain contracts, and each of these events could materially and adversely affect our financial results.
- We intend to develop a U.S. based manufacturing facility, contingent on the necessary funding and other factors beyond our control, as part of our restructuring plan, and this initiative includes a number of risks which may hinder the success of the development of our U.S. based manufacturing facility.
- We could be adversely affected by any violations of anti-bribery laws.
- If we do not achieve satisfactory quality in manufacturing our solar products, our sales could decrease and our relationships with our customers and our reputation may be harmed.
- Fluctuations in interest rates or inflation could materially and adversely affect us.
- We are unable to successfully implement price increases to offset inflation and, as a result, our businesses and financial position and results of operations could be adversely affected.
- We are subject to extensive environmental laws and regulations and continue to incur significant costs to comply with such laws and regulations. If we are unable to comply with such laws and regulations, or more stringent laws or regulations are adopted, we may be subject to increased compliance costs, fines or other penalties and may be forced to suspend production

Risks Related to Our Intellectual Property

- We depend on our intellectual property, and we may face intellectual property infringement claims that could be time-consuming and costly to defend and could result in the loss of significant rights.
- We have announced an investigation into claims, we have filed claims, and we may file future claims against other parties for infringing our intellectual property, and such claims may be very costly and may not be resolved in our favor.
- Our business is subject to a variety of U.S. and foreign data protection regulations regarding personal data, privacy, and related matters.
- Our business is subject to a variety of U.S. and foreign data protection regulations regarding personal data, privacy, and related matters.
- We may not obtain sufficient patent protection on the technology embodied in the solar products we currently or plan to manufacture and market, which could harm our competitive position and increase our expenses.
- We may not be able to prevent others from using trademarks in connection with their solar power products, which could adversely affect the market recognition of our name and our revenue, profits and cash flows

Risks Related to Cybersecurity

- We may be subject to breaches of information technology systems utilized by us or our suppliers, vendors, customers and other third parties with whom we conduct business, which could impact our business or our business data, lead to disclosure of our internal information, damage our reputation or relationships with suppliers or customers, disrupt access to our online services, and impact our operations. Such breaches could subject us to significant reputational, financial, legal, and operational consequences.
- We may be subject to information technology system failures or network disruptions that could damage our business operations, financial conditions, or reputation.

Risks Related to the Ownership of Our Shares

- Various restructuring initiatives (the “Debt Restructuring Transactions”) and the transactions contemplated under the Forward Purchase Agreement involved the issuance of a substantial amount of ordinary shares, which were and continue to be dilutive and could result in a significant decrease in the price of our ordinary shares.
- If a substantial number of Maxeon shares become available for sale and are sold in a short period of time, the market price for our shares could experience volatility and/or decline.
- Your percentage ownership in Maxeon may be diluted in the future.
- The effect of the Physical Delivery Forward and Prepaid Forward, which were entered into in connection with the issuance of our Green Convertible Notes, may affect the value of Maxeon shares and may result in unexpected market activity in Maxeon shares.
- We are subject to counterparty risk with respect to the Prepaid Forward and the Physical Delivery Forward.
- We do not intend to pay dividends on our shares and no assurance can be given that we will pay or declare dividends in the future.
- We may issue additional Maxeon shares, other equity or equity-linked or debt securities, which may materially and adversely affect the price of the Maxeon shares.
- The market price for Maxeon shares has been, and may in the future continue to be, volatile.
- We have been removed from several stock market indices and several securities analysts have ceased regular coverage of our business. If securities analysts do not publish research or reports about our business, or do not publish information at all, we could continue to lose visibility in the market place and our stock price or trade volumes could further decline.
- We are a foreign private issuer and, as a result, we are not subject to U.S. proxy rules and are subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.
- As a foreign private issuer, and also as a “controlled company” within the meaning of the Nasdaq Listing Rules and independently from our status as a foreign private issuer, we are permitted to, and follow certain

home country corporate governance requirements in lieu of certain NASDAQ requirements applicable to domestic issuers.

- We have in the past received notifications from The Nasdaq Stock Market LLC regarding our failure to comply with certain continued listing requirements, and if we fail to comply with such requirements in the future, we risk delisting from Nasdaq.
- Our compliance obligations as a public company may strain our resources, divert management's attention and affect our ability to attract and retain qualified board members.
- We may be classified as a passive foreign investment company, which could result in adverse U.S. federal income tax consequences to U.S. Holders of our shares.
- If we fail to maintain effective internal control over financial reporting, we may not be able to accurately or timely report our financial condition or results of operation or meeting our reporting Obligations. We may in the future identify a material weakness in our internal control over financial reporting that could cause investors to lose confidence in the reliability of our financial statements and result in a decrease in the value of our shares.
- Our insurance for certain indemnity obligations we have to our officers and directors may be inadequate, and potential claims could materially and negatively impact our financial condition and results of operations.

Risks Related to Being a Singapore Company

- We are incorporated in Singapore and our shareholders may have greater difficulty in protecting their interests than they would as shareholders of a corporation incorporated in the United States.
- Singapore corporate law may impede a take-over of our company by a third party, which could adversely affect the value of our shares.
- Under Singapore law, our directors have general authority to allot and issue new shares on terms and conditions and with any preferences, rights or restrictions as may be determined by the Maxon Board in its sole discretion.

Risks Relating to Our Controlling Shareholder

- ***Our controlling shareholder will be able to exert substantial influence over corporate matters and control the outcome of shareholder actions of the Company, which may also give rise to conflicts of interest.***
- Our relationships with Chinese suppliers and shareholders, including our controlling shareholder, may expose us to risks based on U.S. policies such as China's designation as "a covered nation" and our controlling shareholder's possible designation as a "foreign entity of concern" under guidance and regulations promulgated by the U.S. Department of Energy.
- Our controlling shareholder is a Chinese enterprise subject to the laws and regulations of the PRC, and given the aggressive posture the U.S. has been taking against China, as well as the risk that our controlling shareholder may be designated as a FEOC, such direct and indirect affiliation could pose reputational risks to the Company and invite scrutiny from Congressional committees like the House Select Committee on Competition with the CCP, which could have a negative impact to our business.
- Any failure to comply with PRC regulations regarding the registration requirements for employee stock incentive plans may subject the PRC plan participants or us to fines and other legal or administrative sanctions .
- It may be difficult to enforce a judgment of U.S. courts for civil liabilities under U.S. federal securities laws against us, our directors or officers in Singapore or China.

Risks Related to Our Liquidity

We have incurred recurring losses and may not be profitable in the future. We are facing significant liquidity risks that raise substantial doubt about our ability to continue as a going concern, and our plans to maintain and increase liquidity may not be successful.

We have incurred recurring losses and experienced negative cash flows from operations for the past two fiscal years, and we may continue to incur operating losses. As of December 31, 2024, we had an accumulated deficit of approximately \$1.4 billion, and for the fiscal year ended December 31, 2024, we had revenues of approximately \$509 million (down from \$1.1 billion in fiscal year 2023) and negative cash flows from operating activities of approximately \$270 million. Our ability to generate revenue and operating cash flows have been severely curtailed in the short-term by, among other things, the denial of entry into the U.S. for certain shipments of our products by the CBP and lower demand for our products and downward pressure in prices. See Item 3.D. *“Risk Factors—Our Maxeon 3, Maxeon 6 and Performance 6 solar panels continue to be detained and denied entry by U.S. Customs and Border Protection and these denials of entry, unless resolved, will continue to significantly and adversely affect our business, revenues, margins, results of operations and cash flows.”* and *“Item 4.A. History and Development of the Company—Significant Acquisitions, Dispositions and other Events.”*

Our financial position raises significant liquidity concerns and we do not expect to generate sufficient operating cash flows over the next twelve months, such that we will be dependent on sources of financing other than our cash flow from operations. Our existing capital resources may be insufficient to fund our operations for the next twelve months, and we may be unable to realize our assets or discharge our liabilities in the normal course of business. These conditions raise substantial doubt about our ability to continue as a going concern. To mitigate these risks, we are undergoing a series of restructuring efforts, including re-orienting the business toward the U.S. market through divesting our non-U.S. businesses and assets, but such efforts may be unsuccessful in providing the liquidity that we need to sustain our operations, pay our obligations as they come due, and implement our plans to develop manufacturing capabilities and sell our products domestically in the United States.

Our continued existence is dependent on our ability to restructure our business to focus on the U.S. market, including the development of our manufacturing facility in New Mexico which is contingent on necessary funding and other factors beyond our control. We expect to devote substantial capital resources to these efforts, and there can be no assurance that we will be successful in accessing the additional capital and liquidity necessary to do so. Even if we are successful in raising additional funds, our expenses may exceed expectations, or we may deplete our available capital resources more quickly than anticipated.

We have received an unqualified opinion from our auditor that includes a paragraph indicating that there is substantial doubt about our ability to continue as a going concern.

We have received an unqualified opinion that included an explanatory paragraph on “going concern” from our independent registered public accounting firm, reflecting substantial doubt about our ability to continue as a going concern. Our consolidated financial statements contemplate that we will continue as a going concern and do not contain any adjustments that might result if we were unable to continue as a going concern. Our ability to continue as a going concern is dependent upon our ability to raise additional capital and implement our business plan and address and/or modify our liabilities including trade payables as they become due, as necessary or appropriate. If we are unable to achieve or sustain profitability or to secure additional financing on acceptable terms, we may not be able to meet our obligations as they come due, raising substantial doubts as to our ability to continue as a going concern. In addition, if we are unsuccessful in raising sufficient capital to support our operations, we may be unable to pay our suppliers and other service providers on time, or at all. If any of our key suppliers and service providers were to cease working with us or subject the delivery of products to timing or payment preconditions, our business activities may be adversely affected, which could have a material adverse effect on our business and operations. Further, the perception that we may not be able to continue as a going concern may cause others to choose not to deal with us due to concerns about our ability to meet our contractual obligations. Any such inability to continue as a going concern may result in our stockholders losing their entire investment. There is no guarantee that we will become profitable or secure additional financing on acceptable terms.

Our cash flows have been, and may continue to be, negatively impacted by lower revenue as a result of the denial of entry for certain shipments of our products by the U.S. CBP and increasing price competition, as well as the general economic environment, cumulatively resulting in lower margins, among other implications.

During fiscal year 2024 and continuing through the date hereof, we have seen unfavorable impacts on our cash flows and working capital requirements due to the denial of entry for certain shipments of our products by the U.S. CBP. While we may make future imports of the same or different solar products, as each shipment is evaluated

independently, CBP's decision implies that future imports of the same products with identical supply chain traceability documentation would likely be denied entry. As such, this has currently rendered us unable to generate cash flow from the sale of such products. Additionally, our cash flows have been negatively impacted by lower demand for our product and downward pressure in prices, that can be attributed in part to the volatility and disruption caused by the increasing competition as a result of the increase in the global supply of solar cells and panels, termination of our supply agreements with a significant customer, as well as ongoing geopolitical tensions, including wars or conflicts in Ukraine and the Middle East and recent trade conflicts discussed herein. The solar industry in general is volatile, which can be attributed in part to these factors. See Item 3.D. "Risk Factors – Risks Related to the Maxeon Business - We are currently operating in a period of economic uncertainty and intermittent capital markets disruptions due to geopolitical instability and international trade and military conflicts, and our business, financial condition and results of operations may be materially adversely affected as a result."

Our cash flows are subject to the negative impact of increases in our working capital requirements attributable to our development of new supplier relationships and the preparation and ramp up of new production capacities, including our planned manufacturing facility in the U.S. Our working capital needs may be greater than we currently anticipate if sales and associated receipt of cash proceeds are delayed, payment terms to vendors are shorter than anticipated, credit facilities which we rely on for short-term working capital funding are reduced, terminated or not renewed upon expiry, transit times continue to be extended, our costs of supply and logistics continue to increase or if we hold more inventory or buffer stocks or accelerate restructuring of our manufacturing capacity internally.

These conditions may continue or worsen, which could have a material and adverse effect on our business, results of operations and financial condition. As of the date of this report, there is substantial doubt regarding our ability to continue as a going concern, in part due to these factors as well as other factors described herein.

We may be unable to obtain access to external financing necessary to make adequate capital expenditures necessary to restructure our business, improve our profitability and remain competitive.

To develop or scale new products, establish alternative manufacturing facilities and supply chain, improve profitability, support future growth, achieve operating efficiencies, and maintain product quality, significant capital and other investments in manufacturing technology, facilities and capital equipment, research and development, and product and process technology. Our manufacturing and assembly activities have required and will continue to require significant investment of capital and substantial engineering expenditures.

We have announced plans to deploy a multi-GW factory in the United States to manufacture solar products. This investment plan requires significant expenditures and is contingent upon us securing the necessary financing and depends on several factors which are beyond our control. Any additional debt also would need to be permissible under the terms of the indentures for our Amended 1L Notes, New 1L Notes and 2L Notes, which limit our ability to incur additional indebtedness. See Item 3.D. "Risk Factors – Risks Related to Our Liquidity – A significant portion of our assets, including our intellectual property that we hold outside of the United States, have been pledged as collateral." Further, any additional debt would result in increased expenses and collateralization and likely impose new restrictive covenants.

Our failure to secure additional financing would affect our ability to continue to make the planned capital expenditures that, which we believe are necessary to grow our business and remain competitive, which would materially and adversely affect our business, results of operations and financial condition.

The existence of substantial indebtedness could adversely affect our business, financial condition, and results of operations, as well as our ability to meet our payment obligations under our debt commitments.

As of December 31, 2024, we had \$352.3 million of debt outstanding, comprised mainly of \$209.5 million under the Amended 1L Notes, \$97.5 million under the New 1L Notes and \$44.1 million under the Exchange Notes. Our debt obligations could have material consequences on our future operations, including:

- restricting our ability to raise capital on terms acceptable to us as we face liquidity challenges reflected also by the unqualified opinion that included an explanatory paragraph regarding the Company's ability to continue as a going concern from our auditor;
- making it more difficult for us to meet our payment and other obligations under our outstanding debt;

- reducing the availability of our cash flows to fund working capital, capital expenditures and other general corporate purposes, and limiting our ability to obtain additional financing for these purposes;
- limiting our flexibility in planning for, or reacting to, and increasing our vulnerability to, changes in our business, the industry in which we operate and the general economy; and
- placing us at a competitive disadvantage compared with our competitors that have less debt or have lower leverage ratios.

Our ability to meet our payment and other obligations under our debt instruments depends on our ability to generate significant cash flows, which, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors as well as other factors that are beyond our control. We cannot assure you that our business will generate cash flows from operations, or that future borrowings will be available to us under our existing or any future debt instruments or otherwise, in an amount sufficient to enable us to meet our payment obligations under our debt obligations and to fund other liquidity needs. In fiscal year 2024, we had a net loss of \$614.6 million and there is substantial doubt regarding our ability to continue as a going concern, given that, without renegotiating the terms with vendors and customers, including but limited to pushing out certain obligations as they become due, we do not have sufficient funds to meet our working capital requirements and satisfy our committed obligations and run operations normally for the next twelve months. If we are unable to generate sufficient cash flows to service our debt obligations, we may need to refinance or restructure our debt or seek to raise additional capital. There can be no assurance that we will be successful in any refinancing or debt restructuring effort.

A significant portion of our assets, including our intellectual property, has been pledged as collateral.

We have pledged a significant portion of our assets, including our intellectual property, as collateral to secure the Amended 1L Notes, New 1L Notes and 2L Notes, and may pledge other assets to secure other indebtedness. The Amended 1L Notes, New 1L Notes and 2L Notes indentures contain, and other debt instruments we may enter into may contain, covenants that limit our ability to engage in specified types of transactions. These covenants would likely limit our ability to, among other things:

- Incur certain additional indebtedness;
- Make certain investments;
- Sell or dispose of certain assets;
- Grant liens; and
- Consolidate, merge, sell or otherwise dispose of all or substantially all of our assets.

A breach of any of these covenants and certain other customary events of default, such as the failure to make principal or interest payment when due, among others, could result in the holders of the Amended 1L Notes, New 1L Notes and 2L Notes, or other indebtedness electing to declare all the outstanding principal amount of Amended 1L Notes, New 1L Notes and 2L Notes, or such other indebtedness, as the case may be, to become immediately due and payable, which could result in a material adverse effect on our financial condition. If we do not have sufficient funds to repay the amounts due under the Amended 1L Notes, New 1L Notes and 2L Notes, or such other indebtedness, the holders thereof may enforce on the relevant collaterals, including potentially the sale or licensing of the intellectual property that we hold outside of the United States, which will likely have a material adverse effect on our business operations and prospects. Events of default under the Amended 1L Notes, New 1L Notes and 2L Notes, or other indebtedness may result in, among other things, restructuring or other insolvency proceedings. In the event of such a proceeding or other reorganization of our debt, our creditors would have priority over our stockholders, and the value of our shares could be eliminated.

Risks Related to the Maxeon Business

We have engaged in, and will continue to engage in, a series of transactions and restructuring plans to provide us with needed liquidity and re-orient the Company toward an exclusive focus on the U.S. market. There can be no assurance that the implementation of our restructuring plans will be successful, and the failure to

implement these restructuring plans would have a material adverse impact on our business, financial condition, results of operations and prospects.

As reported elsewhere in this Annual Report, during fiscal year 2024, the Company underwent a series of debt restructuring transactions that resulted in significant deleveraging of our balance sheet, following which TZE became our controlling shareholder. For additional information about these transactions, please see “*Item 7.B. Related Party Transactions—Agreements with TZE—Financing Transactions with TZE.*” In addition, on March 3, 2025, and April 4, 2025, respectively, we announced the successful completion of two transactions involving the sale of multiple direct and indirect non-U.S. subsidiaries, comprising the Company’s “rest-of-the-world” distributed generation business as well as our Philippines operations, to affiliates of TZE as part of a series of transactions to strategically restructure our business portfolio and geographic focus to concentrate exclusively on the U.S. market. For additional information regarding the above transactions and the ancillary agreements entered into in connection therewith, please see “*Item 4.A. History and Development of the Company—Significant Acquisitions, Dispositions and other Events.*”

Additionally, as previously announced in connection with our focus on the U.S. market, we have entered into a lease to develop a U.S. based manufacturing facility based in Albuquerque, New Mexico, contingent on necessary funding and other factors beyond our control, that will enable us to commence domestic production in the United States. On March 28, 2025, we entered into an amendment to the lease to revise the timeline for certain owner-completed construction activities, some of which are now underway. We have also completed early design and layout activities for the initial phase of manufacturing. In light of new tariffs, we are also focused on developing alternative manufacturing and supply chains, identifying additional domestic component vendors, and improving the versatility and resiliency of our supply chains. We will continue to evaluate and engage in restructuring activities that are intended to provide further liquidity and facilitate our transition to U.S.-focused operations, such as our ongoing evaluation of the closure or repurposing (including sales) of our Malaysia and Mexico production facilities, the development of our network of U.S. partners, improving efficiencies, streamlining operations, reducing costs and establishing a versatile and resilient supply chain and addressing and/or modifying our liabilities including trade payables as they become due as necessary or appropriate.

The success of these restructuring plans depend on a number of factors, including our ability to (i) build a resilient supply chain necessary for the U.S. market that will withstand the impact of the tariffs being levied by the current U.S. presidential administration against products imported from other countries, (ii) ramp up U.S. domestic production by building out manufacturing facilities cost-effectively with the necessary financing, and (iii) achieve the requisite production capacity to meet market demand at competitive cost. See also Item 3.D. – “*Risk Factors – Risks Related to Our Operations – We intend to develop a U.S. based manufacturing facility, contingent on the necessary funding and other factors beyond our control, as part of our restructuring plan, and this initiative includes a number of risks which may hinder the success of the development of our U.S. based manufacturing facility.*” We may also face challenges relating to our plans to collaborate with TZE and certain of our divested non-U.S. subsidiaries, such as the continued joint development of our next generation technology and sharing of related costs pursuant to a Bilateral Development Services Agreement entered into between us and an affiliate of TZE in connection with the sale our Philippines manufacturing operations. Moreover, we may discover that such restructuring plans and divestments will make it more difficult for us to pursue new initiatives or research and development activities and we may not realize the intended benefits of such collaborations. Our restructuring plans may yield unintended consequences and costs, such as workforce attrition, a reduction in morale among our remaining employees, and the risk we may not achieve the liquidity, cost savings, revenue opportunities or other anticipated benefits of such efforts, all of which could adversely affect our business, financial condition, results of operations and prospects. If we are not successful in our efforts to transform into a U.S.-focused company and start improving our profitability, our business may suffer severe consequences, including having to declare bankruptcy or liquidation.

Our Maxeon 3, Maxeon 6 and Performance 6 solar panels continue to be detained and denied entry by U.S. Customs and Border Protection and these denials of entry, unless resolved, will continue to significantly and adversely affect our business, revenues, margins, results of operations and cash flows.

In July 2024, five truckloads of our solar modules were detained for the first time by the CBP at the US-Mexico border. We continue to be subject to the detention and denial of entry of certain of our products at the U.S. border by the U.S. Customs and Border Protection (“CBP”). In late March 2025, the CBP informed Maxeon that it had denied the Company’s protests regarding the detained shipments of Maxeon 3, Maxeon 6, and Performance 6 solar panels

that started under the Biden Administration in July 2024, resulting in their continued exclusion. This decision was made despite Maxeon's comprehensive and transparent mapping of its supply chains and submission of thousands of pages of documentation demonstrating full compliance with the UFLPA. CBP has cited no evidence that Maxeon's products do not comply with the UFLPA, nor has CBP even made such allegation. Instead, the CBP decision was based on what it claims was insufficient documentation. We maintain that CBP's actions are without merit and have commenced a legal action to contest CBP's decision at the U.S. Court of International Trade, demonstrating that our legacy supply chains are fully UFLPA-compliant.

While CBP's decision does not prevent Maxeon from making future imports of the same or different solar products with modified supply chain traceability documentation as each shipment is evaluated independently, CBP's decision implies that future imports of our Maxeon 3, Maxeon 6, and Performance 6 solar panels with identical supply chain traceability documentation would likely be denied entry. Any future importation of our solar products into the United States may be subject to heightened scrutiny by CBP, regardless of the legality of our manufacturing processes, sourcing of raw materials, or shipping arrangements, which may result in delays, detentions, and/or denial of entry for our products at the U.S. border.

To date, our inability to sell and deliver our products to U.S.-based customers due to the denial of entry by the CBP for the above-mentioned detained shipments of Maxeon 3, Maxeon 6, and Performance 6 solar panels has significantly and adversely affected our business, revenues, margins, results of operations and cash flows. As described further in this Annual Report, we are seeking to address these denials of entry for our products as quickly as possible and we have commenced a legal action to contest CBP's decision at the U.S. Court of International Trade, but we can make no assurance that future imports of the same or different solar products would be permitted to enter the U.S. The disruption to our operations and liquidity caused by such detentions may continue for an unforeseeable amount of time, and such detentions, unless resolved, will continue to significantly and adversely affect our business, revenues, margins, results of operations and cash flows. For additional information about the CBP detentions, please see Item 3.D. "*Risk Factors – Risks Related to Our Operations – Allegations of forced labor; the implementation of laws both recently enacted and proposed against the use of forced labor, and customer sentiment as a result of this issue, could have an adverse impact on our business.*"

We have in the past engaged, and continue to engage, in transactions with our controlling shareholder or its affiliates, which could be perceived as not being at arm's-length.

TCL Zhonghuan Renewable Energy Technology Co., Ltd., together with its subsidiaries and affiliates ("TZE") is our controlling shareholder and a related party. We have engaged in the past, and continue to engage, in transactions with TZE. These transactions include, without limitation, secured lending transactions, equity financing transactions and the sale of certain assets and subsidiaries of the Company, including, in the first quarter of 2025, (i) our sale to TZE of 100% of the equity interests in SunPower Philippines Manufacturing Ltd ("SPML") and related assets located within the Philippines, and (ii) the sale to TZE of 100% of the equity interests in the Company's direct and indirect non-U.S. subsidiaries organized under the laws of Malta, the United Kingdom, Israel, Italy, Germany, the Netherlands, Spain, Mexico, Belgium, Australia, Chile, Korea, France, Brazil, Venezuela, South Africa, and Japan in addition to certain assets related thereto. See "*Item 4.A. History and Development of the Company— Significant Acquisitions, Dispositions and other Events.*" Additionally, TZE has designated a majority of the members of our Board. Transactions between the Company and TZE are approved by our Audit Committee and our Board of Directors, including a majority of the disinterested directors with respect to such transaction, as appropriate, and we believe that all such transactions are on terms no less favorable to the Company than would be obtained from an unaffiliated third-party. Nonetheless, these transactions could be perceived as being conflicted and we may be subject to litigation which may cost the Company additional resources, the outcome of which cannot be predicted and may negatively affect our financial position.

We have entered into certain services agreements with TZE in connection with the sale of our Philippines and our "rest-of-the-world distributed generation business, and if we fail to perform our obligations under such agreements or fail to receive the benefits of the collaborations contemplated by such agreements, or if the terms in such agreements are perceived to be less beneficial than the terms we may have otherwise received from an unaffiliated purchaser, our financial results could suffer.

In connection with our sale to TZE of 100% of the equity interests in SunPower Philippines Manufacturing Ltd and related assets located within the Philippines, Maxeon and TZE, including the respective affiliates thereof, have entered into (i) a transitional services agreement relating to certain global shared services utilized by the divested assets, and (ii) a Bilateral Development Services Agreement (as defined below) relating to the cooperation of TZE and the Company in the development of Max 8 solar cell technologies. In connection with our sale to TZE of 100% of the equity interests in our direct and indirect non-U.S. subsidiaries organized under the laws of Malta, the United Kingdom, Israel, Italy, Germany, the Netherlands, Spain, Mexico, Belgium, Australia, Chile, Korea, France, Brazil, Venezuela, South Africa, and Japan in addition to certain assets related thereto, Maxeon and TZE, including the respective affiliates thereof, have also entered into an additional transitional services agreement for the mutual provision of shared services for a period of one year following the closing of such transaction. See “*Item 4.A. History and Development of the Company—Significant Acquisitions, Dispositions and other Events.*” Such agreements provide for the performance of certain obligations by each party for a period of time after the transactions. If either party is unable or unwilling to satisfy its obligations under these agreements, we could incur operational difficulties or losses, and if the Company does not satisfactorily perform its obligations under these agreements, we could be held liable for resulting losses suffered by TZE or its affiliates. In addition, during the transition services period, the Company’s management and employees may be required to divert their attention away from our business in order to provide services to the divested subsidiaries, TZE or its affiliates, which could adversely affect the Company’s business.

The success of our collaboration with TZE in developing the Maxeon 8 technologies will depend on the efforts by both parties and the skill sets of our respective employees. This collaboration may not result in the development of products that achieve commercial success, and the Bilateral Development Services Agreement could be terminated prior to the successful development of any such products. In the event that the Bilateral Development Services Agreement is terminated or expires, we may be required to devote additional resources to development of the Maxeon 8 technologies.

If we fail to develop and introduce new and enhanced products, or fail to successfully reduce costs, we may be unable to compete effectively, and our ability to generate revenues, profits and cash flows could suffer.

Our solar panels are competitive in the market as compared with lower cost conventional solar cells, such as thin-film, due to our products’ higher efficiency, among other things. A principal component of our business strategy is reducing costs to manufacture our products competitively and profitably. If our competitors are able to drive down their manufacturing costs or increase the efficiency of their products faster than we can, or if competitor products are exempted from tariffs and quotas and ours are not or if they benefit from lower tariffs and quotas than us, our products may become less competitive even when adjusted for efficiency. For example, in 2023, while we were in the process of preparing for the market introduction of our next generation Maxeon 7 products, competitor products became available in the solar power market that performed close to the efficiency levels of our current products which negatively impacted demand for these currently offered products. Further, if raw materials costs and other third-party component costs increase, we may not meet our cost reduction targets. If we cannot effectively manage our costs, our competitive position could suffer, we could lose sales and/or market share, and our margins could be adversely affected.

The solar power market is characterized by continually changing technology and improving features, such as increased efficiency, higher power output and enhanced aesthetics. Technologies developed by our direct competitors, including thin-film solar panels and other solar technologies, may provide energy at lower costs than our products. We also face competition in some markets from other energy generation sources, including conventional fossil fuels, wind, biomass, and hydro. In addition, we compete with traditional utilities that supply energy to our potential customers. Such utilities have greater financial, technical, operational and other resources than we do, as well as existing infrastructure to energy distribution. If electricity rates decrease and our products become less competitive by comparison, our operating results and financial condition could be adversely affected.

Failure to further refine our technology, reduce costs in our manufacturing process, and develop and introduce new solar power products could cause our products or our manufacturing facilities to become less competitive or obsolete, which could reduce our market share, cause our sales to decline, and cause the impairment of our assets. We are required to continually develop new solar power products and enhancements for existing solar power products to keep pace with evolving industry standards, competitive pricing and changing customer preferences.

expectations, and requirements. It is difficult to successfully predict the products our customers will demand. If we cannot continually improve the efficiency and prove the reliability of our solar panels as compared with those of our competitors, our pricing will become less competitive, we could lose market share, and our margins would be adversely affected.

As we introduce new or enhanced products or integrate new technology and components into our products or restructure our manufacturing capacity, we will face risks relating to new product launches and transitioning to new technologies and / or execution of our restructuring plans including, among other things, the incurrence of high fixed costs, competition for equipment and human capital, technical challenges which may result in delivery delays, acceptance of products by our customers, disruption in customers' ordering patterns, insufficient supplies of new products to meet customers' demand, possible product and technology defects arising from the integration of new technology and a potentially different sales and support environment relating to any new technology. For example, we intend to develop U.S.-based manufacturing facilities, contingent on us securing the necessary funding and other factors beyond our control. See Item 3.D. "*Risk Factors—Risks Related to Our Operations—We intend to develop a U.S. based manufacturing facility, contingent on the necessary funding and other factors beyond our control, as part of our restructuring plan, and this initiative includes a number of risks which may hinder the success of the development of our U.S. based manufacturing facility.*" To the extent we fail to achieve our restructuring plans, we may significantly impair our plans for entering the large-scale commercial and utility-scale power plant markets in the United States and our plans for growth in the U.S. market. Our failure to manage the transition to newer products or the integration of newer technology and components into our products could adversely affect our business's operating results, financial condition and cash flows.

Rapid changes in the production capacities of both cells and modules in several non-US jurisdictions that have arisen in large part due to current or pending tariff actions by the United States including, without limitation, significant increases in production capacities in India, Indonesia, and Laos, have caused downward pressure on the prices of solar cells and modules, may result in increased or changing tariff policies and could cause us to lose sales or market share.

Global solar cell and panel production capacity and supply have been materially increasing in several non U.S. jurisdictions, such as India, Indonesia and Laos, in large part due to current or pending tariff actions by the United States and solar cell and solar panel manufacturers currently have excess capacity, relative to global demand. The solar industry has experienced and may continue to experience periods of structural imbalance between supply and demand, and that such periods result in unpredictability (i.e. pressure on pricing or imbalanced supply due to governmental policies). Excess capacity and industry competition have resulted in the past, including in 2024, and may continue to result, in excess supply and/or substantial downward pressure on the price of solar cells and panels, including our products. More recently, there has been additional pressure on global demand as a consequence of the excess supply and decreasing average selling prices resulting from fluctuating supply and demand in certain solar markets, as well as increasing supply chain costs. Intensifying competition has and could continue to cause us to lose sales or market share or hold excess inventories. The excess of global supply coupled with the decline in demand in light of a global economic slowdown caused by events such as an economic recession, high interest rates and the associated decrease in consumer spending, has resulted and may continue to result in a global price reduction, such as the global price reduction that accelerated since the second half of 2023. Fluctuations in supply and demand caused by governmental policies such as the "dual control of energy consumption policy of China" and "compulsory consumption of green energy by high energy-consuming enterprises policy in China", as well as other increased supply chain costs, may result in a global increase in the price of certain supply commodities, similar to what occurred in 2021. See Item 3.D. "*Risk Factors – Risks Related to our Supply Chain - We will continue to be dependent on a limited number of third-party suppliers for certain raw materials and components for our products, and increases in the costs for raw materials and components required for our solar products could prevent us from delivering our products to our customers within required timeframes and could in turn result in sales and installation delays, cancellations, penalty payments, and loss of market share.*" Such price fluctuations and impacts on demand are difficult to plan for and could have a negative impact on the amount of inventory which we hold, our revenue and earnings, and could materially adversely affect our business, financial condition and cash flows. In addition, in such a market environment, internal pricing forecasts can be challenging to estimate and ultimately inaccurate, which has caused and in the future could cause our financial results to be different than forecasted. Uncertainty with respect to United States, PRC, European and other government policies, including trade barriers, tariffs, subsidies or other incentives for solar projects, may continue to cause increased, decreased, or volatile supply and/or demand for solar products, which in turn will negatively impact our revenue and earnings. See Item 3.D. "*Risk*

Factors – Risks Related to the Moxeon Business - Changes in international trade policies, tariffs, or trade disputes could significantly and adversely affect our business, revenues, margins, results of operations and cash flows.”

Adverse global economic conditions could have a negative effect on our business, results of operations and financial condition and liquidity.

A general slowdown in the global economy, including a recession, due to inflation, geopolitics and trade conflicts (including tariffs and retaliatory trade measures), major central bank policy actions including interest rate increases, public health crises, or other factors, or a tightening of the credit markets, could negatively impact our business, financial condition and liquidity. As credit markets become more challenging, customers may be unable or unwilling to obtain financing for the cost of our products, and the parties that have historically provided this financing may cease to do so, or only do so on terms that are substantially less favorable for our customers, any of which could materially and adversely affect sales of our products and our revenue and growth of our business. See Item 3.D. “*Risk Factors – Risks Related to Our Operations - Fluctuations in interest rates or inflation could materially and adversely affect our business and results of operations.*” as well as “*Risk Factors – Risks Related to Our Operations - We are unable to successfully implement price increases to offset inflation and, as a result, our businesses and financial position and results of operations could be adversely affected.*” Cancellations or rescheduling of customer orders have resulted and may continue to result in the delay or loss of anticipated sales without allowing us sufficient time to reduce, or delay the incurrence of, our corresponding inventory and operating expenses. In addition, changes in forecasts or the timing of orders from these or other customers expose us to the risks of inventory shortages or excess inventory. Adverse global economic conditions have from time to time caused or exacerbated significant slowdowns in the industries and markets in which we operate, which may adversely affect our business and results of operations. Macroeconomic weakness and uncertainty also make it more difficult for us to accurately forecast revenue, gross margin and expenses, and may make it more difficult to raise or refinance external financing to fund our operations and capital expenditures.

The solar industry faces competition from other types of renewable and non-renewable power industries.

The solar industry faces competition from other renewable energy companies and non-renewable power industries, including nuclear energy and fossil fuels such as coal, petroleum and natural gas. Technological innovations in these other forms of energy may reduce their costs or increase their safety. Large-scale new deposits of fossil fuel may be discovered, which could reduce their costs. Local governments may decide to strengthen their support for other renewable energy sources, such as wind, hydro, biomass, geothermal and ocean power, and reduce their support for the solar industry. The inability to compete successfully against producers of other forms of power would reduce our market share and negatively affect our results of operations.

Changes in international trade policies, tariffs, or trade disputes could significantly and adversely affect our business, revenues, margins, results of operations and cash flows.

Developments in international trade have the potential to adversely impact our business:

The various tariffs that have been, or are threatened to be, imposed by the new U.S. presidential administration may have a negative impact on the global economy, including the solar manufacturing industry and our business.

Concentrated Solar Photovoltaic (“CSPI”) Safeguard Measure. The United States has imposed a safeguard measure on imported solar cells, laminates and modules since February 7, 2018. On February 4, 2022, this safeguard measure was extended for four additional years pursuant to Proclamation 10339, based on recommendations by the U.S. International Trade Commission to continue providing relief to U.S. manufacturers. Modules were subjected to a tariff of 14.75% during the first year of the extension (which ran from February 7, 2022 to February 6, 2023), and are now subject to a tariff rate of 14% until the safeguard measure expires in February 2026. Cells during this period have been subject to a tariff-rate quota, with tariffs on the above-quota imports matching those applicable to modules.

Bifacial modules are covered by the safeguard measure during this, its final year. This means that any shipments of bifacial Performance line modules assembled in our Mexico facility prior to February 6, 2026 will face safeguard tariffs. Importation of mono-facial Performance line modules assembled in Mexico, until February 2026, will also be subject to the safeguard measure. Solar cells and modules based on our interdigitated back contact

("IBC") technology, like our Maxeon 2, Maxeon 3, Maxeon 5, Maxeon 6 and related products, have enjoyed an exclusion from the safeguard measure since September 2018 and remain exempt.

Latest Antidumping and Countervailing Duty Cases Focusing on Southeast Asia. In April 2024, a group of domestic producers filed petitions seeking imposition of antidumping and countervailing duties on imports of CSPV cells, whether or not assembled into modules, from Cambodia, Malaysia, Thailand and Vietnam. The U.S. Department of Commerce issued final affirmative determinations on dumping and subsidization on April 18, 2025. The U.S. International Trade Commission ("USITC") is scheduled to make a final injury determination on June 2, 2025; if that determination is affirmative and Orders issue, any modules assembled in Mexico from cells fabricated in Malaysia would be subject to cash deposit requirements and eventual definitive duties.

Section 301 Tariffs. In 2017, the USTR initiated an investigation under Section 301 of the Trade Act of 1974 into the PRC government's acts, policies and practices related to technology transfer, intellectual property and innovation. Starting in 2018, the USTR has imposed additional import duties of up to 25% on certain PRC products. Relevant affected products include certain solar power system components and finished products, including those purchased from our suppliers for use in our products and used in our business. The United States and China may continue or even escalate the retaliatory measures implemented since 2018, and no effort is currently underway to negotiate an agreement that would serve as a basis for rolling back those measures. A statutorily-required 4-year review of the Section 301 tariffs concluded in 2024 with an announcement by USTR that the vast majority of the tariffs would remain in place; tariff rates were even raised on some items including solar cells and modules originating in China.

Other New Tariffs. The Trump administration in its first three months has announced a wide array of tariff measures, including, most importantly, tariffs based on the 1977 International Economic Emergency Powers Act and on Section 232 of the 1962 Trade Expansion Act. These announcements impose actual and/or threatened duties on products from countries including Malaysia and Mexico that are currently part of Maxeon's legacy supply chains for both Performance and IBC products.

Any future imposition of U.S. tariffs that would apply to our Performance line or Maxeon line modules imported from Mexico could materially and adversely affect our business and results of operations. More broadly, uncertainty surrounding the implications of existing tariffs affecting the U.S. solar market, trade tensions between the United States and countries including China and Mexico, changes to international trade policies and other trade and national security regulatory actions could cause market volatility, price fluctuations, supply shortages, and project delays, any of which could harm our business, and our pursuit of mitigating actions may divert substantial resources from other projects. In addition, the imposition of additional tariffs or trade controls could result in a wide range of impacts to the global solar industry and manufacturing market, as well as our business in particular. Such tariffs or trade controls could materially increase the price of our solar products, as well as the inputs and materials that we rely upon, and result in significant additional costs to us, our resellers, and our resellers' customers, which could cause a significant reduction in demand for our solar power products and adversely affect our competitive position. The threat of potential tariffs or uncertainty about trade policy may also influence the purchasing decisions of our customers in ways that adversely impact the demand for our products. As a result of such tariff and other uncertainties, the carrying values of our long-lived assets associated with our manufacturing operations might not be recoverable.

Establishing domestic manufacturing in the United States is an important part of our strategy to mitigate future tariff risks, but such expansion plans depend on us securing the necessary funding and other factors beyond our control. See Item 3.D. "*Risk Factors—Risks Related to Our Operations—We intend to develop a U.S. based manufacturing facility, contingent on the necessary funding and other factors beyond our control, as part of our restructuring plan, and this initiative includes a number of risks which may hinder the success of the development of our U.S. based manufacturing facility.*" There is no assurance that we will be successful in obtaining the necessary funding, or that our efforts to equip and operate a manufacturing facility in the United States will be successful. Additionally, various items that we might need to import in order to equip and operate manufacturing facilities in the United States could encounter trade restrictions or unusual tariffs above and beyond ordinary customs duties. These could result from measures already in place, such as the China/Section 301 tariffs, or from entirely new legislation or newly launched import relief proceedings. If we do not successfully establish domestic manufacturing in the United States, we will continue to be subject to tariffs or trade controls affecting the U.S. solar market on imports

into the United States, which could materially increase the price of our solar products and adversely affect our competitive position.

The reduction, modification or elimination of government incentives could cause our revenue to decline and harm our financial results.

The market for on-grid applications, where solar power is used to supplement a customer's electricity purchased from the utility network or sold to a utility under tariff, depends in large part on the availability and size of government mandates and economic incentives because, at present, the cost of solar power generally exceeds retail electric rates in many locations and wholesale peak power rates in some locations. Incentives and mandates vary by geographic market. Various government bodies in most of the countries where we do business have provided incentives in the form of feed-in tariffs, rebates, and tax credits and other incentives and mandates, such as renewable portfolio standards and net metering, to end-users, distributors, system integrators and manufacturers of solar power products to promote the use of solar energy in on-grid applications and to reduce dependency on other forms of energy. For example, on August 16, 2022, the Inflation Reduction Act of 2022 (the "IRA") was signed into law. The IRA consists of several provisions aimed at improving the climate change crisis. Among other things, the IRA appropriates approximately \$11.7 billion in total for the Loan Programs Office ("LPO") to support its existing loan programs and add a new loan program, the Energy Infrastructure Reinvestment Program (section 1706). In addition, the IRA made a 10-year extension of the Investment Tax Credit, allowing a 30% tax exemption of the cost of installed equipment which was instrumental in launching the U.S. solar industry. These various forms of support for solar power and renewable energy generally are subject to change and are expected in the longer term to decline. For example, the new U.S. presidential administration has announced its support of traditional fossil fuels and in April 2025 ordered an offshore wind farm project to be halted. Even changes that may be viewed as positive can have negative effects if they result, for example, in delaying purchases that otherwise might have been made before expiration or scheduled reductions in such credits. Governmental decisions regarding the provision of economic incentives often depend on political and economic factors that we cannot predict and that are beyond our control. The reduction, modification or elimination of grid access, government mandates or economic incentives in one or more of our customer markets could materially and adversely affect the growth of such markets or result in increased price competition, either of which could cause our revenue to decline and materially adversely affect our financial results. For example, on January 20, 2025, the new U.S. presidential administration issued Executive Order 14148 revoking certain executive orders that were previously issued by the Biden administration to, among other things, facilitate the implementation of certain energy and infrastructure provisions of the IRA and accelerate the adoption of clean energy policies across federal agencies. It is currently unclear how such action and further actions by the new U.S. presidential administration may impact the availability of government incentives and demand for our products in the U.S.

Existing regulations and policies and changes to these regulations and policies may present technical, regulatory, and economic barriers to the purchase and use of solar power products, which may significantly reduce demand for our products.

The market for electric generation products is heavily influenced by government laws, regulations and policies concerning the electric utility industry globally, as well as policies promulgated by electric utilities. These regulations and policies often relate to electricity pricing and technical interconnection of customer-owned electricity generation, and changes that make solar power less competitive with other power sources could deter investment in the research and development of alternative energy sources, which could in turn result in a significant reduction in the demand for our solar power products. The market for electric generation equipment is also influenced by trade and local content laws, regulations and policies that can discourage growth and competition in the solar industry and create economic barriers to the purchase of solar power products, thus reducing demand for our solar products. In addition, on-grid applications depend on access to the grid, which is also regulated by government entities. Although we are anticipating an environment of general de-regulation at the U.S. federal level under the new U.S. presidential administration, we anticipate that our solar power products and their installation will continue to be subject to oversight and regulation in accordance with regulations relating to construction, safety, environmental protection, utility interconnection and metering, trade, and related matters. It is difficult to track the requirements of local jurisdictions and design equipment to comply with the varying standards. For instance, all states in the U.S. regulate investor-owned utility retail electricity pricing. In addition, there are numerous publicly owned utilities and electric cooperatives that establish their own retail electricity pricing through some form of regulation or internal process. These regulations and policies could deter potential customers from purchasing solar power products. Such rate changes can include changing rates to charge lower volume-based rates—the rates charged for KW hours of electricity purchased by a residential customer—while raising unavoidable fixed charges

that a homeowner is subject to when they purchase solar energy from third parties, and levying charges on homeowners based on their point of maximum demand during a month (referred to as “demand charge”). These forms of rate design could adversely impact our business by reducing the value of the electricity our solar energy systems produce compared to retail net metering, and reducing any savings customers realize by purchasing our solar power products. The state of California in the U.S. updated its solar net metering policy in April 2023 and the changes have reduced the savings realized from the export of excess solar energy to the grid which has negatively impacted demand for our solar power products in California. In addition to changes in general rates charged to all residential customers, utilities are increasingly seeking solar-specific charges (which may be fixed charges, capacity-based charges, or other rate charges). Any of these changes could materially reduce the demand for our offerings in the U.S. and could limit the number of markets in which our offerings are competitive with electricity provided by the utilities.

In addition, the U.S. has imposed broad tariffs that are applicable to solar panels, solar cells, polysilicon, and potentially other components. Even if we are successful in establishing U.S. manufacturing, these and any other tariffs or similar taxes or duties on the inputs of our products may increase the price of our solar products and adversely affect our efforts to reduce costs, which could harm our results of operations and financial condition. Any new regulations or policies pertaining to our solar power products may result in significant additional expenses to us, our resellers and our resellers’ customers, which could cause a significant reduction in demand for our solar power products.

We may incur unexpected warranty and product liability claims that could materially and adversely affect our financial condition and results of operations, damage our market reputation, and prevent us from maintaining or increasing our market share.

Our standard product warranty for our solar panels and their components includes up to 40-year warranty period for defects in materials and for greater than promised declines in power performance. We believe our warranty offering is in line with, or better than, industry practice. These long warranty periods create a risk of extensive warranty claims long after we have shipped product and recognized revenue. We perform accelerated life cycle testing that exposes our products to extreme stress and climate conditions in both environmental simulation chambers and in actual field deployments in order to highlight potential failures that could occur over the warranty periods. We also employ measurement tools and algorithms intended to help us assess actual and expected performance; these attempt to compare actual performance against an expected performance baseline that is intended to account for many factors (like weather) that can affect performance. Although we conduct accelerated testing of our solar panels and components, they have not and cannot be tested in an environment that exactly simulate the warranty period that the Company extends and it is difficult to test for all conditions that may occur in the field. Further, there can be no assurance that our efforts to accurately measure and predict panel and component performance will be successful. We have sold products under our warranties since the early 2000s and have therefore not experienced the full warranty cycle. As a result of these warranty programs, we bear the risk of product warranty claims long after we have sold our solar modules and recognized revenue from sales.

We maintain reserves to cover the expected costs that could result from these warranties. Increases in the defect rate of our products could cause us to increase the amount of warranty reserves and have a corresponding material and adverse impact on our results of operations. Further, potential future product failures could cause us to incur substantial expense to repair or replace defective products, and we have agreed in some circumstances to indemnify our customers and our distributors against liability from some defects in our solar products. A successful indemnification claim against us could require us to make significant damage payments. Repair and replacement costs, as well as successful indemnification claims, could materially and adversely impact our financial condition and results of operations.

Like other retailers, distributors, and manufacturers of products that are used by customers, we face an inherent risk of exposure to product liability claims in the event that the use of the solar power products into which our solar cells and panels are incorporated results in injury, property damage, or other damages. We may be subject to warranty and product liability claims in the event that our solar power systems fail to perform as expected or if a failure of our solar power systems or any component thereof results, or is alleged to result, in bodily injury, property damage or other damages. Since our solar power products are electricity-producing devices, it is possible that our

systems could result in injury, whether by product malfunctions, defects, or other causes. In addition, since we only began selling our solar cells and solar panels in the early 2000s and the products we are developing incorporate new technologies, we cannot predict the extent to which product liability claims may be brought against us in the future or the effect of any resulting negative publicity on our business. Moreover, we may not have adequate resources, such as reserves or insurance, to satisfy a successful claim against us. A successful warranty or product liability claim against us that is not covered by insurance or is in excess of our available insurance limits could require us to make significant payments of damages. In addition, quality issues can have various other ramifications, including delays in the recognition of revenue, loss of revenue, loss of future sales opportunities, increased costs associated with repairing or replacing products, product recalls and a negative impact on our goodwill and reputation, any of which could adversely affect our business, operating results and financial condition.

We are currently operating in a period of economic uncertainty and intermittent capital markets disruptions due to geopolitical instability and international trade and military conflicts, and our business, financial condition and results of operations may be materially adversely affected as a result.

U.S. and global markets have experienced, and may continue to experience, significant volatility and disruption following the escalation of geopolitical tensions, including the ongoing war in Ukraine, recent conflicts in the Middle East, rising tensions between China and Taiwan, the escalating trade war and great power competition between China and the United States, and other sources of geopolitical uncertainty and instability. The length and impact of these ongoing military and economic conflicts is highly unpredictable. Such geopolitical events, terrorist or other attacks, wars (or threatened wars) or international hostilities may lead to armed conflict or acts of terrorism in other parts of the world, which in turn may contribute to further economic instability in the global financial markets and international commerce. The war in Ukraine and the recent Israel-Hamas-Iran conflict may lead to further regional and international conflicts or armed action. The conflict in Ukraine has disrupted supply chains, caused instability in the energy markets and could lead to further market disruptions, including significant volatility in commodity prices, credit and capital markets on a global scale. The war in Ukraine and the recent Israel-Hamas-Iran conflict continue to cause considerable humanitarian suffering and the continued uncertainty surrounding the outcome of these conflicts may cause a humanitarian crisis and instability in other parts of the world. The United States and the European Union, among other countries, have imposed sanctions against Russia, including sanctions targeting the Russian oil sector, including a prohibition on the import of oil from Russia to the United States. The ongoing war could result in the imposition of further economic sanctions by the United States and the European Union against Russia, with uncertain impacts on the global economy. While much uncertainty remains regarding the global impacts of the war in Ukraine and the Israel-Hamas-Iran conflict, it is possible that such tensions could adversely affect our business, financial condition, results of operation and cash flows. Furthermore, it is possible that third parties, such as our customers and suppliers may be impacted by these conflicts, which could adversely affect our operations. These uncertainties could also adversely affect our ability to obtain additional financing on terms acceptable to us or at all.

We are subject to a National Security Agreement imposing on us certain indefinite obligations and compliance requirements which on their own would limit the way we run our business, and to the extent that the Committee on Foreign Investment in the United States (“CFIUS”) finds us to not be in compliance with the terms of the National Security Agreement, our business and reputation may be negatively impacted.

The Company and certain of its subsidiaries, together with TZE and its subsidiary, Zhonghuan Singapore Investment and Development Pte. Ltd. filed a joint voluntary notice with CFIUS in connection with TZE’s planned indirect investment into the Company as previously announced in the Form 6-K filed with the Securities and Exchange Commission on June 21, 2024. While CFIUS determined that there are no unresolved national security issues associated with the indirect investment by TZE into the Company, in November 2024, the Company and TZE entered into a National Security Agreement (“NSA”) with the Department of Defense, Department of Energy and Department of the Treasury as monitoring agencies on behalf of CFIUS, pursuant to which the Company is subject to compliance with certain conditions, including certain notification and annual reporting requirements, as well as limitations on the acquisition of property interests. The indefinite requirements of the NSA impose a limit on the way we run our business and if the Company is found to not be in compliance with the terms of the NSA, our business and reputation may be negatively impacted and our financial position ultimately harmed.

We may be classified as a U.S. corporation for U.S. federal income tax purposes under Section 7874 of the Code, which could result in Maxeon being subject to U.S. federal income tax indefinitely.

Section 7874 of the Code may cause a corporation organized outside the United States to be treated as a U.S. corporation (and, therefore, taxable in the United States) unless one or more exceptions apply. The application of Section 7874 of the Code and its various exceptions are complex and subject to factual and legal uncertainties, with respect to some of which the U.S. Internal Revenue Service ("IRS") has yet to issue guidance. Based on facts as they presently exist, we do not expect Section 7874 to apply to us. However, if we were to be treated as a U.S. corporation for U.S. federal income tax purposes, we would be subject to U.S. corporate income tax on our worldwide income and the income of our non-U.S. subsidiaries would be subject to U.S. tax when deemed recognized under the U.S. federal income tax rules for controlled foreign subsidiaries. See "Item 10.E. Taxation—Material U.S. Federal Income Tax Considerations—Treatment of Maxeon as a U.S. Company for U.S. Federal Income Tax Purposes."

Risks Related to Our Supply Chain

We will continue to be dependent on a limited number of third-party suppliers for certain raw materials and components for our products, and increases in the costs for, or shortages in the availability of, raw materials and components required for our solar products could prevent us from delivering our products to our customers within required timeframes and could in turn result in sales and installation delays, cancellations, penalty payments, and loss of market share.

We have historically relied on a limited number of third-party suppliers for certain raw materials and components for our solar cells, panels and power systems, such as polysilicon, silicon wafers, inverters and module material. Costs for raw materials and components required for our solar products have been volatile, as a result of limited polysilicon supply, increase in commodities' prices globally, for instance of glass, aluminum and copper, the ongoing war in Ukraine and the Israel-Hamas-Iran conflict, which have increased the costs and impacted the overall supply of raw materials and components. As part of our strategic restructuring efforts, we are identifying U.S. domestic component vendors to establish a supply chain for our planned U.S. based manufacturing operations, but there can be no assurance that our efforts to identify and engage with new suppliers will fully mitigate the risks described herein, and we may be unsuccessful in our attempts to build a U.S. domestic supply chain. Changes in government trade policies, including with respect to import and export duties, including changes resulting from the new U.S. presidential administration, may also increase our costs or reduce availability. If we are unable to establish a U.S.-focused supply chain or mitigate the impacts of our suppliers' cost increases or supply shortages, we may be unable to manufacture our products, or our products may be available only at a higher cost or after a delay. There can also be no assurances that our planned U.S.-focused supply chain will be consistently reliable, cost efficient or capable of meeting market demand or the capacity of our planned U.S. manufacturing operations. We may be unsuccessful in achieving higher prices from our customers to compensate for the increased costs, which could have a material and adverse effect on our businesses, financial condition and results of operation.

Additionally, if we fail to maintain our relationships with our suppliers, including due to our failure to meet our obligations, including trade payables, as they come due, or to build relationships with new suppliers, or if suppliers fail to perform or are unable to meet demand through industry consolidation, our supply chain could be disrupted.

To the extent the processes, materials or technology that our suppliers use to manufacture components are proprietary, we may be unable to obtain comparable components from alternative suppliers. In addition, our suppliers could be unable or unwilling to raise capital if required to expand their production or satisfy their operating capital requirements. As a result, they could be unable to supply necessary raw materials, inventory, finished products, capital equipment or other items required to support our planned sales operations, which could in turn materially and adversely impact our sales volume, profitability, and cash flows. The failure of a supplier to supply raw materials or components at all, on commercially reasonable terms, or according to our quality, quantity, timing, volume and cost requirements could impair our ability to manufacture our products, increase our cost of production or decrease the profitability of our products. If we cannot obtain substitute materials or components on a timely basis or on acceptable terms, we could be prevented from delivering our products to our customers within required timeframes.

Any such delays could result in sales and installation delays, cancellations, inability to retain customers, increased manufacturing costs, penalty payments or loss of revenue and market share, any of which could have a material and adverse effect on our business, financial condition and results of operations.

Risks Related to Our Operations

Allegations of forced labor, the implementation of laws both recently enacted and proposed against the use of forced labor, and customer sentiment as a result of this issue, could have an adverse impact on our business.

Measures addressing the use of forced labor in the global solar supply chain by the United States and other countries are disrupting global solar supply chains and have adversely affected our operations and may continue to adversely affect our operations in the future. The Uyghur Forced Labor Prevention Act (“UFLPA”), in effect in the United States from June 21, 2022 creates a rebuttable presumption that imports of any goods made either wholly or in part in Xinjiang have been produced with forced labor. That presumption is rebuttable if the U.S. Customs and Border Protection (“CBP”) determines, based on “clear and convincing evidence”, that the goods in question were not produced “wholly or in part by forced labor”, and submits a report to the U.S. Congress setting out its findings. Polysilicon has been identified as a high priority for the CBP, with other critical inputs including aluminum coming under scrutiny.

Maxeon maintains policies and procedures, including conducting due diligence and audits on suppliers (and their suppliers throughout the supply chain to the original source of the raw materials to the extent practicable) to maintain compliance with all relevant laws and regulations, and is, to its knowledge, in compliance with all applicable laws. We may be reliant on third party suppliers to provide us with sufficient verifiable information for us to be able to prove to authorities in the United States or elsewhere that the sources of our silicon wafers are compliant with applicable laws and regulations. Our supply chain mapping has not identified any source or supplier from the Xinjiang region. However, these laws have impacted and may continue to impact Maxeon’s imports into the United States and elsewhere as the standards applied are evolving, raising new challenges for traceability and compliance throughout complex supply chains. While we are working to establish new supply chains with a focus on the U.S. market, there can be no assurances the data and documentation that we will rely upon from third party suppliers will be satisfactory to authorities in the United States or elsewhere.

Our success depends on the continuing contributions of our key personnel and our ability to attract and retain qualified personnel in our industry.

We rely heavily on the services of our key executive officers, and the loss of services of any principal member of our management team could adversely affect our operations. The competition for qualified personnel is intense in our industry. We may not be successful in retaining sufficient numbers of qualified personnel to support our business and anticipated growth. We cannot guarantee that any employee will remain employed with us for any definite period of time since many of our employees, including our key executive officers, serve at-will and may terminate their employment at any time for any reason. In addition, recruiting and retaining qualified personnel for our research and development facility in Silicon Valley is vital to our research and development efforts. There is substantial competition for qualified research personnel, and we may not be able to attract or retain qualified research personnel. Likewise, recruiting and retaining talented personnel at our planned U.S based manufacturing facility in Albuquerque will be vital to the successful restructuring of our business portfolio and our exclusive focus on the U.S. market. Any failure by us to efficiently and effectively recruit and retain key personnel could have an adverse effect on our business, financial condition and results of operations.

Inability to build customer demand following the loss of a significant customer continues to negatively impact our financial performance..

The Company has historically relied for a substantial portion of its revenue on one of its main customers, SunPower, which accounted for 6.2% and 18.3% of our total revenue during fiscal year 2024 and 2023, respectively.

Following the termination of the supply agreements with SunPower (refer to our disclosures under “Item 5.A. Operating Results - Overview”), we have to date been unable to rebuild the customer demand that was lost in

connection with such terminations and we continue to experience a material negative effect on our revenues as a result.

Additionally, SunPower filed for chapter 11 bankruptcy protection on August 5, 2024 and the Separation and Distribution Agreement dated November 8, 2019 was rejected as part of the bankruptcy proceedings, including SunPower's indemnification obligations to the Company thereunder. The Company has made an allowance for expected credit loss of \$12.1 million for the recorded receivables relating to such indemnification obligations, and any future warranty claims may have a material negative impact on our financial results when those obligations become due.

Fluctuations in the demand for our products have caused and in the future may continue to cause impairment of long-lived assets or cause us to write off equipment or inventory or the pre-mature termination of certain contracts, and each of these events could materially and adversely affect our financial results.

If the demand for our solar products decreases as a result of a deteriorating market environment or as a result of intensifying competition or global trade conflicts, including as result of the policies of the new U.S. presidential administration, we may hold excess inventories of our products and we may need to adjust or suspend our production and as a result, our manufacturing capacity could be underutilized. We may be required to shorten the useful life of our equipment or record an impairment of our long-lived assets, including facilities and equipment, which would increase our expenses. For example, in light of the current market environment and new tariff and trade barriers applicable to our legacy cell and module manufacturing facilities, we are re-engineering our manufacturing capacity and as a result we have and will continue to incur charges, relating to the cancellation of existing purchase orders, accelerated depreciation of certain equipment and severance cost related to the reduction in our global workforce.

If prices or product demand decrease or we fail to forecast demand accurately, we could be required to write off inventory or record excess capacity charges, which could have a negative impact on our gross margin. For example, in light of the current market environment, we have recorded certain inventory adjustments and we have provided reserves to reflect the inventories held at the lower of cost or net realizable value of \$155.1 million as of December 31, 2024.

Each of the above events has had and could materially and adversely continue to affect our future financial results.

We intend to develop a U.S. based manufacturing facility, contingent on the necessary funding and other factors beyond our control, as part of our restructuring plan, and this initiative includes a number of risks which may hinder the success of the development of our U.S. based manufacturing facility.

As part of our strategic business restructuring, we have divested our equity interest in SPML, our subsidiary which owns our former manufacturing facility in the Philippines. As part of our broader effort to establish U.S. domestic manufacturing, and due to broader macroeconomic factors, including but not limited to U.S. trade and tariff policy that have made it economically impractical to continue such operations, we are evaluating different options with respect to our manufacturing facilities in Malaysia or Mexico, which may include the repurposing or sale of our facility in Malaysia and a permanent shutdown of our facilities in Mexico. We are planning to deploy a multi-GW factory in the United States to manufacture solar products for the utility-scale power plant markets, contingent upon us securing the necessary funding and a number of other factors beyond our control. To the extent we are delayed in our projected development schedule, or if we are unable to secure the necessary funding, our plans to develop U.S. based manufacturing may be significantly impaired.

The success of the development of our U.S. based manufacturing facility is subject to significant risks including:

- cost overruns, delays, supply shortages, equipment problems and other operating difficulties;
- potential reliance on sole suppliers to provide custom-built equipment that may take longer or cost more to engineer than planned and may never operate as designed;

- incorporating first-time equipment designs and technology improvements that we expect to lower unit capital and operating costs, but which may not be successful;
- our ability to obtain the necessary financing;
- difficulties in hiring and retaining key technical, management, and other personnel;
- impacts that may arise from, and actions taken in response to, natural disasters, epidemics or pandemics;
- potential inability to obtain, or obtain in a timely manner, financing, or approvals from governmental authorities for operations;
- tariffs imposed on imported solar cells and/ or raw materials required for module assembly, which may cause market volatility, price fluctuations, supply shortages, and project delays; and
- climate change or other regulations which could result in additional regulatory or product standard requirements.

Any of these or similar difficulties may unexpectedly delay or increase costs of our supply of solar cells or costs of execution to develop our U.S. based manufacturing facility.

Additionally, the development of a U.S. based manufacturing facility will subject us to additional business risks, including:

- difficulty in competing against companies who may have greater financial resources and/or a more effective or established localized business presence and/or an ability to operate with minimal or negative operating margins for sustained periods of time;
- adverse public policies in the U.S. including changing laws and regulations, export and import restrictions, employment laws, environmental protection, regulatory requirements, international trade agreements, and other government approvals, permits and licenses;
- potential disruptions due to labor disputes;
- difficulties and costs in staffing such as identifying, attracting, training, and retaining qualified sales, technical, research & development and other personnel and managing foreign operations as well as cultural differences; political, social and economic instability, including wars and conflicts, such as the war in Ukraine, acts of terrorism, political unrest, boycotts, curtailments of trade and other business restrictions, as well as natural disasters or outbreaks of disease, such as the COVID-19 pandemic;
- trade barriers such as export requirements, tariffs, taxes and other restrictions and expenses, which could increase the prices of our products and make us less competitive in some countries; and
- a business climate that may have the effect of putting foreign companies at a disadvantage relative to domestic companies;

If we are unable to successfully manage any such risks, any one or more could materially and negatively affect our business, financial condition and results of operations.

We could be adversely affected by any violations of anti-bribery laws.

The countries comprising our legacy supply chain have anti-bribery laws, some of which prohibit improper payments to government and non-government persons and entities. Our policies mandate compliance with these anti-bribery laws. We operate in parts of the world that have experienced governmental corruption to some degree and, in certain circumstances, strict compliance with anti-bribery laws may conflict with local customs and practices. In addition, due to the level of regulation in our industry, our entry into new jurisdictions through internal growth or acquisitions requires substantial government contact where norms can differ from standards that exist in the United States and elsewhere. While we implement policies and procedures and conduct training that require and facilitate compliance with these anti-bribery laws, thereby mitigating the risk of violations of such laws, our employees, subcontractors and agents may take actions in violation of our policies and anti-bribery laws. Any such violation, even if prohibited by our policies, could subject us to criminal or civil penalties or other sanctions, which could have a material and adverse effect on our business, financial condition, cash flows, and reputation.

If we do not achieve satisfactory quality in manufacturing our solar products, our sales could decrease and our relationships with our customers and our reputation may be harmed.

The manufacture of solar modules is a highly complex process. Products as complex as ours may contain undetected errors or defects, especially when first introduced. For example, our solar cells or solar panels may contain defects that are not detected until after they are shipped or are installed because we cannot test for all possible scenarios. These defects could cause us to incur significant warranty, non-warranty, recall and re-engineering costs, divert the attention of our engineering personnel from product development efforts, and significantly affect our customer relations and business reputation. If we deliver solar products with errors or defects, including cells or panels of third-party manufacturers, or if there is a perception that such solar products contain errors or defects, our credibility and the market acceptance and sales of our products could be harmed. We could also be required to implement product recalls under applicable law, which could materially and adversely affect our results of operations and financial condition.

Fluctuations in interest rates or inflation could materially and adversely affect our business and results of operations.

We are exposed to interest rate risk because many of our customers depend on debt financing to purchase our solar power systems. Additionally, due to recent increases in inflation, certain governmental authorities responsible for administering monetary policy have recently increased, and are likely to continue to increase, applicable central bank interest rates. For example, the U.S. Federal Reserve has raised various interest rates in recent years, including increasing US Federal Reserve Interest on Reserve Balances to 4.40 percent effective December 19, 2024. An increase in the benchmark rate would result in an increase in market interest rates. An increase in interest rates has made and could in the future make it difficult for our customers to obtain the financing necessary to purchase our solar power systems on favorable terms, or at all, and thus has lowered and may in the future lower demand for our solar power products, reduce revenue and adversely affect our operating results. An increase in interest rates could lower a customer's return on investment in a system or make alternative investments more attractive relative to solar power systems, which, in each case, could cause our customers to seek alternative investments that promise higher returns or demand higher returns from our solar power systems, which could reduce our revenue and gross margin and adversely affect our operating results. Our interest expense would increase to the extent interest rates rise in connection with our variable interest rate borrowings. If in the future we have a need for significant borrowings and interest rates increase, our cost of capital would increase which may lower our margins. Conversely, lower interest rates have an adverse impact on our interest income.

We are unable to successfully implement price increases to offset inflation and, as a result, our businesses and financial position and results of operations could be adversely affected.

We have experienced inflationary pressures since 2021. Cost inflation, including increases in ocean container rates, raw material prices, labor rates, energy and domestic transportation costs have impacted our profitability and our ability to recover these cost increases through price increases may continue to lag, resulting in downward pressure on our margins. To date, our cost of revenue for our solar power products has been negatively impacted by the increase in cost of certain raw materials such as glass, silicon, and aluminum. Certain of our supply agreements include an indexed pricing provision that tracks five production commodities: polysilicon, aluminum, glass, transpacific container freight, and crude oil (the "indexed pricing provision"). Under this contractual provision, the final price paid for the modules may be adjusted if actual commodities' prices as published in the identified indices on the first calendar day of the prior quarter differ from agreed baseline values. Subject to an agreed allowance for any commodity price fluctuations, the negative impact to our cost of revenue by cost inflation would be reduced as higher commodity pricing will require the final module price to be adjusted higher; while lower commodity pricing will require a discount to the final module price. We and our counterparties to these supply agreements have the right to elect to terminate the supply agreement for convenience without penalty or damages if the adjustments to the module price exceed an agreed threshold. We will only be able to realize the benefits of this indexed pricing provision if our costs for the raw materials track the values of such commodities in the identified indices closely. If we incur costs for raw materials that significantly exceed the values of the commodities in the identified indices, we may not be able to recover our costs to the extent that they exceed such values in the identified indices. There can be no assurance that in circumstances where adjustments to the module price exceed an agreed threshold, we will be

willing or able to reach an agreement on pricing with our counterparty and avoid termination of the supply agreement. Should any of these supply agreements be terminated, our businesses and financial position and results of operations could be adversely affected.

Any price increases we undertake are also limited by the selling prices of our competitors and market pricing for solar power products generally, and as our selling prices are currently already higher than a number of our competitors, it would be challenging to further increase our pricing whilst still maintaining our competitiveness. For example, due to various industry factors and economic conditions that affected demand from the second half of 2023 onwards, including increased competition and over-supply, we are currently unable to increase our pricing. Any attempts to offset cost increases with price increases may also result in reduced sales, increase customer dissatisfaction or otherwise harm our reputation. Conversely, while any increase in electricity rates as a result of inflationary pressures could cause our products to become more competitive by comparison, there is no assurance that this will result in a corresponding positive impact on our revenue.

We are subject to extensive environmental laws and regulations and continue to incur significant costs to comply with such laws and regulations. If we are unable to comply with such laws and regulations, or more stringent laws or regulations are adopted, we may be subject to increased compliance costs, fines or other penalties and may be forced to suspend production.

We use, generate and discharge toxic, volatile, and otherwise hazardous chemicals and waste in our research and development and manufacturing activities and are subject to extensive environment laws and regulations. These environmental laws and regulations include those governing the discharge of pollutants into the air and water, the use, management, and disposal of hazardous materials and waste, the cleanup of contaminated sites, and occupational health and safety. Our environmental compliance burden may continue to increase both in terms of magnitude and complexity. We have incurred and may continue to incur significant costs in complying with these laws and regulations if we cannot secure a waiver therefrom. Any failure by us to control the use of, or to restrict adequately the discharge of, hazardous substances could subject us to, among other matters, potentially significant monetary damages and fines or liabilities or suspensions in our business operations. In addition, if more stringent laws and regulations are adopted (and we cannot get a waiver therefrom), the costs of compliance with these new laws and regulations could be substantial. If we fail to comply with present or future environmental laws and regulations, we may be required to pay substantial fines, suspend production or cease operations, or be subjected to other sanctions.

Risks Related to Our Intellectual Property

We depend on our intellectual property, and we may face intellectual property infringement claims that could be time-consuming and costly to defend and could result in the loss of significant rights.

From time to time, we, our customers, or our third parties with whom we work may receive letters, including letters from other third parties, and may become subject to lawsuits with such third parties alleging infringement of their patents or other intellectual property rights. Additionally, we are required by contract to indemnify some of our customers and our third-party intellectual property providers for certain costs and damages of patent infringement in circumstances where our products are a factor creating the customer's or these third-party providers' infringement liability. This practice may subject us to significant indemnification claims by our customers and our third-party providers. We cannot assure investors that indemnification claims will not be made or that these claims will not harm our business, operating results or financial condition. Intellectual property litigation is very expensive, unpredictable and time-consuming, could divert management's attention from our business, and could have a material adverse effect on our business, operating results or financial condition. If there is a successful claim of infringement against us, our customers or our third-party intellectual property providers, we may be required to pay substantial damages to the party claiming infringement, stop making, using, selling, importing or exporting products or technology that contain the allegedly infringing intellectual property, remove such products or technology from use, or enter into royalty or license agreements that may not be available on acceptable terms, if at all. Any judgments requiring equitable or legal remedies could materially damage our business. We may have to develop non-infringing technology, and our failure in doing so or in obtaining licenses to the proprietary rights on a timely basis could have a material adverse effect on our business, financial condition and results of operations.

We have announced an investigation into claims, we have filed claims, and we may file future claims against other parties for infringing our intellectual property, and such claims may be very costly and may not be resolved in our favor.

To protect our intellectual property rights and to maintain our competitive advantage, we have filed and may file in the future, or we may otherwise pursue the investigation of, claims related to parties who we believe infringe or misappropriate our intellectual property, including our patents. Investigations, claims, and negotiations may not be successful and may not result in advantageous outcomes. Intellectual property investigations and related litigation can be very expensive, unpredictable and time consuming, could divert management's attention from our business, and could have a material adverse effect on our business, operating results, or financial condition. Further, these efforts may not be successful and may not result in preventing alleged infringing activities or monetizing our intellectual property. A court action may not result in anticipated outcomes, such as a finding of infringement by a third party or award of damages. The validity of one or more of our patents may also be challenged, and we may not be successful in maintaining the validity of such patents. Our participation in intellectual property enforcement and related actions may negatively impact our financial results or ability to engage with suppliers, vendors and/ or customers to the extent we are perceived as litigious.

Our business is subject to a variety of U.S. and foreign data protection regulations regarding personal data, privacy, and related matters.

We are subject to U.S. and foreign data protection regulations, including laws, rules, policies, and other obligations, relating to the collection, use, retention, security, and transfer of the personal data or personally identifiable information (collectively, "PII") of data subjects, including our customers, end-users of our products, employees and other third parties with whom we interact. We are subject to certain data protection regulations, including the California Consumer Privacy Act ("CCPA") and the Personal Data Protection Act of Singapore.

These data protection regulations apply to various activities relating to the PII, including third-party transactions, international transfers, transfers between one company and its subsidiaries, and transfers among the subsidiaries and other parties with which we have commercial relations. The introduction of new products or expansion of our activities, including PII data processing, in certain jurisdictions may subject us to additional requirements under the data protection regulations. Data protection regulations are constantly evolving and can be subject to significant change, and we may be subject to future data protection regulations. In addition, the application and interpretation of the data protection regulations are often uncertain, particularly in the new and rapidly evolving industry in which we operate, and may be interpreted and applied inconsistently by data protection authorities and inconsistently with our current policies and practices. Existing, proposed and future data protection regulations could be costly to comply with and could delay or impede the development of new products, result in negative publicity, increase our operating costs, require significant management time and attention, require significant changes to our products or business activities, and subject us to inquiries or investigations, claims or other remedies, including fines, which may be significant, or demands that we modify or cease existing business practices, including subject product or service offerings.

A failure by us, our suppliers, or other parties with whom we do business to comply with data protection regulations, data processing agreements, or privacy policies could result in proceedings against us by governmental entities, individual data subjects or others, which could have a material and adverse effect on our business, results of operations, and financial condition.

We rely substantially upon trade secret laws and contractual restrictions to protect our proprietary rights, and, if these rights are not sufficiently protected, our ability to compete and generate revenue, profit and cash flows could suffer.

We seek to protect our proprietary manufacturing processes, documentation, and other written materials primarily under trade secret and copyright laws. We also typically require employees, consultants, and third parties, such as our suppliers, vendors and customers, with access to our proprietary information to execute confidentiality agreements. The steps we take to protect our proprietary information may not be adequate to prevent

misappropriation of our technology. Our systems may be subject to intrusions, security breaches, or targeted theft of our trade secrets. In addition, our proprietary rights may not be adequately protected because:

- others may not be deterred from misappropriating our technologies despite the existence of laws or contracts prohibiting such misappropriation and information security measures designed to deter or prevent misappropriation of our technologies;
- policing unauthorized use of our intellectual property may be difficult, expensive, and time-consuming, the remedy obtained may be inadequate to restore protection of our intellectual property, and moreover, we may be unable to determine the extent of any unauthorized use; and
- the laws of other countries in which we market our solar products, such as some countries in the Asia/Pacific region, may offer little or no protection for our proprietary technologies.

Reverse engineering, unauthorized copying, or other misappropriation of our proprietary technologies could enable third parties to benefit from our technologies without compensating us for doing so. Litigation may be necessary to enforce our intellectual property rights, protect our trade secrets, or determine the validity and scope of the proprietary rights of others. We cannot ensure that the outcome of such potential litigation will be in our favor, and such litigation may be costly and may divert management attention and other resources away from our business.

An adverse determination in any such litigation may impair our intellectual property rights and may harm our business, prospects, and reputation. Our joint ventures, partners and suppliers may not be deterred from misappropriating our proprietary technologies despite contractual and other legal restrictions. Legal protection in countries where our joint ventures, partners and suppliers are located may not be robust and enforcement by us of our intellectual property rights may be difficult. As a result, our joint ventures, partners and suppliers could directly compete with our business. Any such activities or any other inability to adequately protect our proprietary rights could harm our ability to compete, to generate revenue, profit and cash flows, and to grow our business.

We may not obtain sufficient patent protection on the technology embodied in the solar products we currently or plan to manufacture and market, which could harm our competitive position and increase our expenses.

Although we substantially rely on trade secret laws and contractual restrictions to protect the technology in the solar products we currently manufacture and market, our success and ability to compete in the future may also depend to a significant degree upon obtaining patent protection for our proprietary technology and successfully enforcing our patents. We currently own multiple patents and patent applications which cover aspects of the technology in the solar cells and solar panels that we currently manufacture and market. We intend to continue to seek patent protection for those aspects of our technology, designs, and processes that we believe provide significant competitive advantages.

Our patent applications may not result in issued patents, and even if they result in issued patents, the patents may not have claims of the scope we seek or we may have to amend patent applications due to newly discovered prior art. In addition, any issued patents may be challenged, invalidated, or declared unenforceable. Our efforts of enforcing our patents may be unsuccessful as patent litigation is not only highly unpredictable but also expensive. We may not be able to secure suitable evidence of infringement and we may not have suitable patent coverage in each jurisdiction of interest. Even if we obtain an award of damages for infringement by a third party, such award could prove insufficient to compensate for all damages incurred as a result of such infringement, and we may not be able to secure an injunction to prevent the third party from continuing such infringement.

The term of any issued patent is generally 20 years from its earliest filing date and if our applications are pending for a long time period, we may have a correspondingly shorter term for any patent that may issue. Our present and future patents may provide only limited protection for our technology and may be insufficient to provide competitive advantages. For example, competitors could develop similar or more advantageous technologies on their own or design around our patents. Also, patent protection in certain non-U.S. countries may not be available or may be limited in scope and any patents obtained may not be readily enforceable because of insufficient judicial effectiveness or evidence gathering, making it difficult for us to aggressively protect our intellectual property from misuse or infringement by other companies in these countries. Our inability to obtain and enforce our intellectual

property rights in some countries may harm our business. In addition, given the costs of obtaining a patent, we may choose not to protect certain innovations in general or in specific geographies that later turn out to be important.

We may not be able to prevent others from using trademarks in connection with their solar power products, which could adversely affect the market recognition of our name and our revenue, profits and cash flows.

We hold registered trademarks for MAXEON and other marks in certain countries, including, in the case of MAXEON, the United States. We have not registered, and may not be able to register, trademarks in important or valuable countries. In jurisdictions where we are unable to obtain or have not tried to obtain registrations, others may sell or advertise products (or engage in other activities) using trademarks or brands that compromise, mimic, copy, incorporate or are similar to our trademarks or brands, which could lead to customer confusion and impact our business. In addition, if there are jurisdictions where another proprietor has already established trademark rights that conflict with our rights, interests or activities, then we may face trademark disputes and we may have to market our products with other trademarks or without our existing brands or trademarks, which may undermine our marketing efforts. In addition, we may have difficulty in establishing strong brand recognition with consumers if others use similar marks for similar products.

Pursuant to a brand framework agreement with SunPower, SunPower assigned to us the non-U.S. SUNPOWER trademarks and SunPower retained ownership of its SUNPOWER trademarks in the U.S. and a limited license to the SUNPOWER trademarks in Canada. In connection with the SunPower bankruptcy, the brand framework agreement and the SUNPOWER marks in the United States were acquired by Complete Solaria, Inc., which as of April 21, 2025, is doing business as "SunPower." We have historically marketed solar panels under both the SUNPOWER and MAXEON brands based on our trademark rights and agreements. We face risks of such products being negatively associated with the SUNPOWER or MAXEON brand if any negative publicity were to be incurred against these brands, including negative publicity that is not within our control or based on our activities.

Risks Related to Cybersecurity

We may be subject to breaches of information technology systems utilized by us or our suppliers, vendors, customers and other third parties with whom we conduct business, which could impact our business or our business data, lead to disclosure of our internal information, damage our reputation or relationships with suppliers or customers, disrupt access to our online services, and impact our operations. Such breaches could subject us to significant reputational, financial, legal, and operational consequences.

Our business requires us to use, store, and share with certain third parties with whom we conduct business certain confidential and proprietary information, intellectual property, commercial banking information, information and personal data concerning customers, end users, employees, and business partners, and corporate information concerning internal processes and business functions. Malicious attacks to gain access to such information affects many companies across various industries, including ours.

In many instances, we use encryption and authentication technologies to secure the transmission and storage of data, and multi-factor authentication to access certain systems. These security measures may be compromised as a result of third-party security breaches, employee error, malfeasance, faulty password management, or other irregularity or malicious effort, and result in persons obtaining unauthorized access to our data and third party data stored in our system.

We devote resources to network security, data encryption, access control, and other security measures to protect our systems and data, but these security measures cannot provide absolute security. Cybersecurity threats are dynamic, evolving, and increasing in sophistication, magnitude, and frequency, there can be no assurance that such procedures and measures will be successful or sufficient to prevent security breaches from occurring. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently, target end users through phishing, social engineering, and other malicious techniques, and/or may be difficult to detect for long periods of time, we may be unable to anticipate these techniques or implement adequate preventative measures. As a result, although not material, we have experienced breaches of our systems in the past, and we may experience a breach of our systems in the future that reduces our ability to protect sensitive and confidential data. In

addition, hardware, software, or applications we develop or procure from third parties may contain defects in design or manufacture or other problems that could unexpectedly compromise information security. Unauthorized parties may also attempt to gain access to our systems or facilities or the systems or facilities of third parties with whom we conduct business through fraud, trickery or other forms of deceiving team members, contractors and temporary staff. If we or a third party with whom we conduct business experience, or are perceived to have experienced, a significant data security breach, fail to detect and appropriately respond to a significant data security breach, or fail to implement disclosure controls and procedures that provide for timely disclosure of data security breaches deemed material to our business, including corrections or updates to previous disclosures, we could be exposed to a risk of loss, increased insurance costs, remediation and prospective prevention costs, damage to our reputation and brand, litigation and possible liability, or government enforcement actions, any of which could detrimentally affect our business, results of operations, and financial condition. Furthermore, cybersecurity breaches may expose us to a risk of loss or misuse of confidential and proprietary information. Such theft, loss or fraudulent use of information, or other unauthorized disclosure of personal or sensitive data, may lead to high costs to notify and protect the impacted persons. It could also subject us to litigation, losses, liability, fines, or penalties, any of which could materially and adversely affect our results of operations and reputation. In addition, our costs to adequately counter the risk of cyber-attacks and to comply with contractual and/or regulatory compliance requirements may increase significantly in the future.

We also share information with contractors and third-party providers to conduct our business. In particular, we rely on cloud service providers and face the risks of security breaches emanating from these platforms and interruptions to 24/7 access and the operational availability of such platforms, which will disrupt key business processes. While we generally review and typically request or require such contractors and third-party providers to implement security measures, such as encryption and authentication technologies to secure the transmission and storage of data, those third-party providers may experience a significant data security breach, which may also detrimentally affect our business, results of operations, and financial condition as discussed above.

We may be subject to information technology system failures or network disruptions that could damage our business operations, financial conditions, or reputation.

We may be subject to information technology system failures and network disruptions. These may be caused by natural disasters, accidents, power disruptions, telecommunications failures, acts of terrorism or war, computer viruses, physical or electronic break-ins, or similar events or disruptions. System redundancy may be ineffective or inadequate, and our disaster recovery planning may not be sufficient for all eventualities. Such failures or disruptions could result in delayed or canceled orders. System failures and disruptions could also impede the manufacturing and shipping of products, delivery of online services, transactions processing, and financial reporting.

Risks Related to the Ownership of Our Shares

Various restructuring initiatives (the “Debt Restructuring Transactions”) and the transactions contemplated under the Forward Purchase Agreement involved the issuance of a substantial amount of ordinary shares, which were and continue to be dilutive and could result in a significant decrease in the price of our ordinary shares.

The Company underwent several Debt Restructuring Transactions in fiscal year 2024, primarily with TZE, including: (1) on May 31, 2024, the sale to TZE of \$25 million of 7.50% Convertible First Lien Senior Secured Notes due 2027 (“Existing 1L Notes”); (2) on June 20, 2024, the sale to TZE of \$97.5 million of 9.00% Convertible First Lien Senior Secured Notes due 2029 (“New 1L Notes”), of which \$70 million was paid in cash, \$25 million was purchased in exchange for an equivalent amount of Existing 1L Notes, and \$2.5 million was purchased in consideration for TZE’s payment to a third party on the Company’s behalf; (3) on June 20, 2024, the sale of approximately \$204.0 million of Tranche A Note Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028 and Tranche B Note Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028, along with the issuance of 9,925,000 warrants (collectively, the “Exchange Securities”), in exchange for approximately \$198.5 million of our Green Convertible Notes, representing approximately 99.25% of the outstanding principal amount of the Green Convertible Notes and the accruing interest of \$5.5 million; and (4) on August 30, 2024, the issuance to TZE of \$100.0 million of ordinary shares in accordance with the terms of the Forward Purchase Agreement.

The Company and TZE also entered into an Amended and Restated Option Agreement on May 30, 2024, pursuant to which TZE was granted the right to purchase a number of ordinary shares of the Company in order to maintain its percentage ownership of ordinary shares of the Company to provide for anti-dilution protection against (i) any exercise or conversion of the then-outstanding Exchange Securities, and (ii) any conversion of the then-outstanding Green Convertible Notes.

Many of the Exchange Securities have subsequently been converted into ordinary shares of the Company at various conversion and exercise prices, and the foregoing transactions have resulted in the issuance of a substantial amount of our ordinary shares to TZE and others, causing significant dilution of existing shareholders. Such dilution has caused, negative pressure to the trading price of our ordinary shares. In addition, additional conversions of our outstanding convertible notes would entail further dilution of our ordinary shares and could depress the market price of our ordinary shares, or could prompt short selling of our shares if such notes are used to satisfy short positions in our ordinary shares. Accordingly, you should not expect that any recent market price for our ordinary shares to be indicative of the market price that might prevail following such transactions or note conversions.

For additional information about the foregoing transactions, please see “Item 7.B *Related Party Transactions*”.

If a substantial number of Maxeon shares become available for sale and are sold in a short period of time, the market price for our shares could experience volatility and/or decline.

TZE has the ability to sell a substantial number of Maxeon shares. Additionally, pursuant to the A&R Registration Rights Agreement entered into between the Company and TZE on June 20, 2024, as supplemented on August 30, 2024, the Company is obligated to file, if requested by TZE, a shelf registration statement with respect to the securities issued to TZE in connection with the Forward Purchase, the A&R Option Agreement, and the Debt Restructuring Transactions, including the ordinary shares issuable upon conversion of the notes issued thereby. If TZE or other shareholders sell substantial amounts of Maxeon shares in the market, the market price of Maxeon shares could decrease significantly. A decline in the price of Maxeon shares may impede our ability to raise capital through the issuance of additional shares or other equity securities.

In addition, measures to address and/or modify our liabilities, including trade payables, will cause further dilution to the extent that such efforts include the issuance of equity as settlement, which could cause our ordinary shares to experience significant volatility or declines in price.

Your percentage ownership in Maxeon may be diluted in the future.

In the future, we may issue additional shares in connection with capital markets transactions, acquisitions, restructuring efforts or otherwise. For instance, the board of directors of Maxeon (the “Board of Directors,” “Maxeon Board” or the “Board”) approved recently an increase of 944,030 ordinary shares issuable under the Second Amended and Restated 2020 Omnibus Incentive Plan (the “2020 Plan”), and, between May and August of 2024, we entered into several transactions with TZE, including, without limitation, the Forward Purchase and the Debt Restructuring Transactions, that have resulted, and will continue to result in, the dilution of our ordinary shares. See “Item 7.B. *Related Party Transactions*.”

The conversion of some or all of our outstanding convertible notes, or measures to address and/or modify our liabilities, including trade payables, which may include the issuance of equity as settlement, will dilute the ownership interests of existing shareholders. In particular, to the extent that Zhonghuan Singapore Investment and Development Pte. Ltd. (“TZE SG”), a subsidiary of TZE, continues to hold all or a portion of the Amended 1L Notes and New 1L Notes, upon the conversion of such notes, TZE SG may receive additional Maxeon shares pursuant to the terms of Amended 1L Notes and New 1L Notes thereby increasing its ownership interests and voting power, which will consequently dilute the ownership interests of other, existing shareholders. Additionally, in connection with the Green Convertible Notes, Maxeon granted to TZE SG an option to purchase an amount of Maxeon shares that would allow TZE SG to maintain its percentage ownership of outstanding Maxeon shares following any conversion of the Green Convertible Notes as compared to its percentage ownership existing immediately prior to any such conversion. Such option was amended on August 30, 2024 to extend the percentage ownership protections afforded by the option to the conversion or exercise of the Exchange Securities issued pursuant to exchange agreements entered into with certain holders of the Green Convertible Notes on May 30, 2024. See “Item 7.B. *Related Party Transactions*.” Any sales in the public market of the shares issuable upon conversion

or exercise of such Exchange Securities could adversely affect prevailing market prices of our shares. In addition, the existence of such notes may encourage short selling by market participants because the conversion or exercise, as applicable, of the Green Convertible Notes, the Amended IL Notes, New IL Notes or the Exchange Securities could depress the price of our shares.

Furthermore, the Compensation Committee of the Maxeon Board (the "Compensation Committee") has and it is anticipated that it will continue to grant equity awards to our employees and directors, from time to time, under our employee benefits plans. These additional awards have and will continue to have a dilutive effect on our earnings per share, which could adversely affect the market price of our shares.

The effect of the Physical Delivery Forward and Prepaid Forward, which were entered into in connection with the issuance of our Green Convertible Notes, may affect the value of Maxeon shares and may result in unexpected market activity in Maxeon shares.

In connection with the issuance of the then-outstanding Green Convertible Notes (as defined below), we entered into the Physical Delivery Forward with a Physical Delivery Forward Counterparty with respect to the Physical Delivery Maxeon Shares (each defined under "Note 11. *Debt and Credit Sources*" to our consolidated financial statements). Pursuant to the Physical Delivery Forward, the Physical Delivery Forward Counterparty agreed to deliver such Physical Delivery Maxeon Shares to us or a third-party trustee designated by us for no consideration at or around the maturity of the Green Convertible Notes. The delivery of such Physical Delivery Maxeon Shares is subject to the conditions set forth in the agreements governing the Physical Delivery Forward, including receipt of required shareholder approvals on an annual basis and subject under Singapore law to an aggregate limit of 20% as of the date of the annual shareholder purchase approval (calculated together with the number of ordinary shares to be purchased in connection with the Prepaid Forward).

In connection with the issuance of the Green Convertible Notes, we entered into the Prepaid Forward with an affiliate of one of the initial purchasers, pursuant to which we will repurchase 25.3 thousand Maxeon shares, subject to the conditions set forth in the agreements governing the Prepaid Forward, including receipt of required shareholder approvals on an annual basis. Under the terms of the Prepaid Forward, the Prepaid Forward Counterparty (as defined under "Note 11. *Debt and Credit Sources*" to our consolidated financial statements) will be obligated to deliver the number of Maxeon shares underlying the transaction to us, or pay cash to the extent we fail to provide to Prepaid Forward Counterparty evidence of a valid shareholder authorization, on or shortly after the maturity date of the Green Convertible Notes, subject to the ability of the Prepaid Forward Counterparty to elect to settle all or a portion of the transaction early.

In addition, the Prepaid Forward Counterparty (or its affiliates) are likely to modify their hedge positions in respect of the Prepaid Forward by entering into or unwinding various derivative transactions with respect to Maxeon shares and/or by purchasing Maxeon shares or other securities of us in secondary market transactions prior to maturity of the Prepaid Forward.

The effect, if any, of any of these transactions, events and activities on the market price of Maxeon shares will depend in part on market conditions and cannot be ascertained at this time, but any of these activities could adversely affect the value of Maxeon shares.

We are subject to counterparty risk with respect to the Prepaid Forward and the Physical Delivery Forward.

Each of the Prepaid Forward Counterparty and the Physical Delivery Forward Counterparty is a financial institution, and we will be subject to the risk that either or both might default under the Prepaid Forward and/or the Physical Delivery Forward. Our exposure to the credit risk of the Prepaid Forward Counterparty and/or the Physical Delivery Forward Counterparty is not secured by any collateral. Global economic conditions have from time to time resulted in the actual or perceived failure or financial difficulties of many financial institutions, including the bankruptcy filing by Lehman Brothers Holdings Inc. and its various affiliates. If the Prepaid Forward Counterparty or the Physical Delivery Forward Counterparty becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings with a claim equal to our exposure at that time under our transactions with the Prepaid Forward Counterparty or the Physical Delivery Forward Counterparty. Our exposure will depend on many factors, but, generally, the increase in our exposure will be correlated with increases in the market price or the volatility of Maxeon shares. In addition, upon a default by the Prepaid Forward Counterparty or the Physical Delivery Forward Counterparty, we may suffer adverse tax consequences and may experience more dilution than currently anticipated with respect to Maxeon shares. We can provide no assurances as to the financial stability or viability of the Prepaid Forward Counterparty or the Physical Delivery Forward Counterparty.

We do not intend to pay dividends on our shares and no assurance can be given that we will pay or declare dividends in the future.

For the foreseeable future, we intend to retain any earnings to finance the development of our business, and we do not anticipate paying any cash dividends on our shares, and no assurance can be given that we will pay or declare dividends in the future. The Maxeon Board may, in its discretion, recommend the payment of a dividend in respect of a given fiscal year. However, the declaration, timing, and amount of any dividends to be paid by us will be subject to the approval of our shareholders at the relevant Annual General Meeting of shareholders. The determination of the Maxeon Board as to whether to recommend a dividend and the approval of any such proposed dividend by our shareholders, will depend upon many factors, including our financial condition, earnings, corporate strategy, capital requirements of our operating subsidiaries, covenants, legal requirements and other factors deemed relevant by the Maxeon Board and shareholders. See “Item 10.B. *Memorandum and Articles of Association—Dividends*” for more information.

We may issue additional Maxeon shares, other equity or equity-linked or debt securities, which may materially and adversely affect the price of the Maxeon shares.

We may issue additional equity, equity-linked or debt securities for a number of reasons, including to finance our operations and business strategy (including in connection with development of our U.S. based manufacturing capacity, acquisitions, strategic collaborations or other transactions), to satisfy our obligations for the repayment of existing indebtedness, to adjust our ratio of debt to equity, or for other reasons. Any future issuances of equity securities or equity-linked securities could substantially dilute the interests of our existing shareholders and may materially and adversely affect the price of Maxeon shares. We cannot predict the timing or size of any future issuances or sales of equity, equity-linked or debt securities, or the effect, if any, that such issuances or sales, may have on the market price of Maxeon shares. Market conditions could require us to accept less favorable terms for the issuance of our securities in the future.

The market price for Maxeon shares has been, and may in the future continue to be, volatile.

The market price for Maxeon shares has been highly volatile and subject to wide fluctuations. The market price of Maxeon shares may continue to be volatile and subject to wide fluctuations in response to a wide variety of factors, including the factors discussed in this risk factors section and the following:

- our ability to successfully execute on our financing plans to provide the necessary liquidity for us to operate as a going concern;
- our ability to successfully implement our restructuring plans;

- our ability to replace the revenue we would have generated under the 2022/ 2023 Supply Agreement and 2024/ 2025 Supply Agreement with SunPower, which agreements have been terminated;
- announcements of new products by us or our competitors;
- news regarding any gain or loss of customers by us;
- news regarding recruitment or loss of key personnel by us or our competitors;
- announcements of competitive developments, acquisitions or strategic alliances in our industry;
- the operating and stock price performance of other companies, other industries and other events or factors beyond our control;
- the impacts of the ongoing conflicts and geopolitical issues on us and the national and global economies;
- regulatory developments in our target markets affecting us, our customers or our competitors;
- announcements regarding patent litigation or the issuance of patents to us or our competitors;
- announcements of studies and reports relating to the conversion efficiencies of our products or those of our competitors;
- actual or anticipated fluctuations in our quarterly results of operations;
- changes in financial projections or estimates about our financial or operational performance by securities research analysts;
- changes in the economic performance or market valuations of other solar power technology companies;
- market perception of our response to challenging economic and market environment;
- sales or perceived sales of additional shares or Notes;
- commencement of, or our involvement in, litigation;
- speculative trading practices by certain market participants;
- actual or purported “short squeeze” trading activity;
- trading of our shares, which can have an outsized impact on our stock price given the limited public float;
- fluctuations in the exchange rates;
- persistent or rising inflation;
- high or rising interest rates;
- general market conditions or other developments affecting us or our industry; and
- changes in the general condition of the global economy and credit markets.

Any of these factors may result in large and sudden changes in the volume and price at which our shares will trade.

On some occasions, our stock price may be, or may be purported to be, subject to “short squeeze” activity. A “short squeeze” is a technical market condition that occurs when the price of the stock increases substantially,

forcing market participants who have taken a position that its price would fall (i.e. who had sold the stock “short”), to buy it, which in turn may create significant, short-term demand for the stock not for fundamental reasons, but rather due to the need for such market participants to acquire the stock in order to forestall the risk of even greater losses. A “short squeeze” condition in the market for a stock can lead to short-term conditions involving very high volatility and trading that may or may not track fundamental valuation models. Market disruptions such as the various U.S. key market-wide circuit breakers since March 9, 2020 triggered by concerns over economic slowdown led to historic drops for the U.S. capital markets. These market fluctuations may also have a material adverse effect on the market price of our shares. In the past, following periods of volatility in the market price of their stock, many companies have been the subject of securities class action litigation. If we become involved in similar securities class action litigation in the future, it could result in substantial costs and diversion of our management’s attention and resources and could harm our stock price, business, prospects, financial condition and results of operations.

In addition, the stock market in general, and NASDAQ and the securities of technology companies and solar companies in particular, have experienced severe price and volume fluctuations. These trading prices and valuations, including our own market valuation and those of companies in our industry generally, may not be sustainable. These broad market and industry factors may decrease the market price of our shares, regardless of our actual operating performance. Because the Notes are convertible into our shares (and/or cash equivalent to the value of our shares), volatility or depressed share prices could have a similar effect on the trading price of the Notes.

We have been removed from several stock market indices and several securities analysts have ceased regular coverage of our business. If securities analysts do not publish research or reports about our business, or do not publish information at all, we could continue to lose visibility in the market place and our stock price or trade volumes could further decline.

The trading market can be influenced to some extent by the research and reports that industry or financial analysts publish about us and our business. We do not control these analysts. As a foreign private issuer, the analysts who publish information about Maxeon shares may have had relatively little experience with us or our industry, which could affect their ability to accurately forecast our results and could make it more likely that we fail to meet their estimates. If any of the analysts who cover us provide inaccurate or unfavorable research or issue an adverse opinion regarding our stock price, our stock price could decline. Several securities analysts have ceased to regularly research and provide reports about the Company. In addition, we have been removed from several prominent stock indices, including the Russell 2000 and Russell 3000. As a result of reduced analyst coverage and index membership, we have lost and may continue to lose visibility in the market, which in turn could cause our stock price or trading volume to further decline and result in the loss of all or a part of your investment in us.

We are a foreign private issuer and, as a result, we are not subject to U.S. proxy rules and are subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.

Since the consummation of the Spin-off, we have been reporting under the Exchange Act as a non-U.S. company as a foreign private issuer. Because we qualify as a foreign private issuer under the Exchange Act, we are exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including (i) the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act, (ii) the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time and (iii) the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information, or current reports on Form 8-K, upon the occurrence of specified significant events. In addition, foreign private issuers are not required to file their annual report on Form 20-F until four months after the end of each financial year, while U.S. domestic issuers that are large accelerated filers are required to file their annual report on Form 10-K within 60 days after the end of each fiscal year. Foreign private issuers are also exempt from the Regulation FD, aimed at preventing issuers from making selective disclosures of material information. In addition, as a foreign private issuer, we are also entitled to rely on exceptions from certain corporate governance requirements of the NASDAQ.

As a result of the above, you may not have the same protections afforded to shareholders of companies that are not foreign private issuers.

As a foreign private issuer, and also as a “controlled company” within the meaning of the Nasdaq Listing Rules and independently from our status as a foreign private issuer, we are permitted to, and follow certain home country corporate governance requirements in lieu of certain NASDAQ requirements applicable to domestic issuers.

As a foreign private issuer, we are permitted to, and follow certain home country corporate governance requirements in lieu of certain NASDAQ requirements. Following our home country corporate governance requirements, as opposed to the requirements that would otherwise apply to a U.S. company listed on the NASDAQ, may provide less protection than is afforded to investors under the Nasdaq Listing Rules applicable to domestic issuers.

In particular, we follow home country requirements instead of NASDAQ requirements otherwise applicable to U.S. companies regarding:

- Nasdaq’s requirement that a majority of the Maxeon Board be “independent” as defined by the Nasdaq Listing Rules. The Singapore Companies Act does not impose a similar requirement on a company.
- Nasdaq’s requirement that an issuer provide for a quorum as specified in its bylaws for any meeting of the holders of ordinary shares, which quorum may not be less than 33 1/3% of the outstanding shares of an issuer’s voting ordinary shares. The requirement for a quorum under the Singapore Companies Act is two members of the company personally present so far as the constitution of a company does not make other provision in that behalf. Our Constitution similarly provides that two members of Maxeon present in person (and includes a person attending as a proxy or as representing a corporation which is a member) shall constitute a quorum for a general meeting.
- Nasdaq’s requirement that all members of our Compensation Committee be “independent” as defined in the Nasdaq Listing Rules. While the Maxeon Board has established a Compensation Committee, the Singapore Companies Act does not require us to maintain such a committee and does not require a majority of such committee to be independent directors. Similarly, Singapore law does not require that we disclose information regarding third-party compensation of our directors or director nominees.
- Nasdaq’s requirement that the nominating committee of our Board (the “Nominating and Corporate Governance Committee”) be “independent” as defined in the Nasdaq Listing Rules. The Singapore Companies Act does not require a nominating and corporate governance committee to be comprised entirely of independent directors, and nominations of persons for election to the Maxeon Board will be recommended by our Nominating and Corporate Governance Committee whose members are not all independent directors as defined by the Nasdaq Listing Rules.
- Nasdaq’s requirement that issuers obtain shareholder approval prior to the issuance of securities in connection with certain acquisitions, changes of controls or private placements of securities, or the establishment or amendment of certain stock option, purchase or other compensation plans. Under the Singapore Companies Act, new shares may be issued only with the prior approval of our shareholders in a general meeting. Approval, if granted, shall continue in force until the earlier of:
 - the conclusion of the next annual general meeting after the date on which the approval was given; and
 - the expiration of the period within which the next annual general meeting after that date is required by law to be held.

Any such approval may be revoked or varied by the company in a general meeting.

Further, because we are now a controlled company under the Nasdaq Listing Rules following the closing of the transactions contemplated by the Forward Purchase Agreement, we may and have elected not to comply with certain Nasdaq corporate governance requirements even if the Company ceases to be a foreign private issuer, including:

- Nasdaq’s requirement that a majority of the Board be comprised of independent directors.
- Nasdaq’s requirement to have a compensation committee comprised solely of independent directors.

- Nasdaq's requirement for directors to be selected by the independent directors of the Board or a nominations committee comprised solely of independent directors.

We have in the past received notifications from The Nasdaq Stock Market LLC regarding our failure to comply with certain continued listing requirements, and if we fail to comply with such requirements in the future, we risk delisting from Nasdaq.

Our ordinary shares are currently listed on the Nasdaq Global Select Market. In order to maintain that listing, we must satisfy minimum financial and other continued listing requirements and standards, including those regarding director independence and independent committee requirements, minimum stockholders' equity, minimum share price, and certain corporate governance requirements.

On August 14, 2024, we received a letter from the Listing Qualifications Department of Nasdaq indicating that, based upon the closing bid price of our ordinary shares for the previous 32 consecutive business days, we no longer met the requirement to maintain a minimum bid price of \$1 per share (the "Minimum Bid Price Requirement") and were required to regain compliance with the Minimum Bid Price Requirement by February 10, 2025.

To regain compliance with the Minimum Bid Price Requirement, we proposed and received the requisite shareholder approval at our Annual General Meeting on August 29, 2024 for a 1-for-100 Reverse Share Split (as defined herein). The Reverse Share Split became effective on October 8, 2024 and our ordinary shares began trading on a split-adjusted basis on October 9, 2024. As a result of the Reverse Share Split, the Company received a letter from Nasdaq Stock Market LLC on October 29, 2024 notifying us that the Company had regained compliance with the Minimum Bid Price Requirement.

In the event that our ordinary shares are delisted from Nasdaq, as a result of our failure to comply with the Minimum Bid Price Requirement, or due to our failure to continue to comply with any other requirement for continued listing on Nasdaq, and our ordinary shares are not eligible for listing on another exchange, trading in our ordinary shares could be conducted in the over-the-counter market or on an electronic bulletin board established for unlisted securities such as the Pink Sheets or the OTC Bulletin Board. In such event, it could become more difficult to dispose of and obtain liquidity for our shares, or obtain accurate price quotations for our ordinary shares, and it would likely be more difficult to obtain coverage by securities analysts and the news media, which could cause the price of our ordinary shares to decline further. Also, it may be difficult for us to raise additional capital if we are not listed on a national exchange.

Our compliance obligations as a public company may strain our resources, divert management's attention and affect our ability to attract and retain qualified board members.

As a public company, we are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of NASDAQ on which Maxeon shares are traded and other applicable securities rules and regulations. Furthermore, these rules and regulations could make it more difficult or more costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our Board, our board committees or as executive officers. If we fail to comply with these rules and regulations, we could be subject to a number of penalties, including the delisting of our Maxeon shares, fines, sanctions or other regulatory action or civil litigation.

As described elsewhere herein, our business has been subject to a variety of business and market factors that have negatively impacted our cash flows, liquidity and financial condition. The costs of our status as a public company will continue to have an adverse impact on our liquidity, cash flows and financial condition as compliance with the U.S. securities laws, regulations and Nasdaq listing rules continues to be a significant use of our limited resources.

We may be classified as a passive foreign investment company, which could result in adverse U.S. federal income tax consequences to U.S. Holders of our shares.

Based upon, among other things, the nature of our business, the current and anticipated valuation of our assets and the composition of our income and assets, we do not believe we were a passive foreign investment company (“PFIC”) for U.S. federal income tax purposes for the taxable year ended December 31, 2024 and we do not expect to be treated as a PFIC for the current taxable year or in the foreseeable future. However, the application of the PFIC rules is subject to uncertainty in several respects. In addition, a separate determination must be made after the close of each taxable year as to whether we were a PFIC for that year. Accordingly, we cannot assure you that we will not be a PFIC for our current, or any future, taxable year. A non-U.S. corporation will generally be a PFIC for any taxable year if either (i) at least 75.0% of its gross income for such year is passive income or (ii) at least 50.0% of the value of its assets (based on an average of the quarterly values of the assets) during such year is attributable to assets that produce passive income or are held for the production of passive income. For this purpose, we will be treated as owning our proportionate share of the businesses and earning our proportionate share of the income of any other business in which we own, directly or indirectly, at least 25.0% (by value) of the stock. Because the value of our assets for purposes of the PFIC test will generally be determined in part by reference to the market price of our shares, fluctuations in the market price of the shares may cause us to become a PFIC. In addition, changes in the composition of our income or assets may cause us to become a PFIC. As a result, dispositions of operating companies could increase the risk that we become a PFIC. If we are a PFIC for any taxable year during which a U.S. Holder holds our shares, certain adverse U.S. federal income tax consequences could apply to such U.S. Holder. For further information on such U.S. federal income tax implications, see “Item 10.E. *Taxation—Material U.S. Federal Income Tax Considerations—Passive Foreign Investment Company.*”

If we fail to maintain effective internal control over financial reporting, we may not be able to accurately or timely report our financial condition or results of operation or meeting our reporting obligations. We may in the future identify a material weakness in our internal control over financial reporting that could cause investors to lose confidence in the reliability of our financial statements and result in a decrease in the value of our shares.

Our management is responsible for maintaining internal control over financial reporting designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with GAAP. They are also responsible, in accordance with the Singapore Companies Act, for keeping accounting and other records that will sufficiently explain the transactions and financial position of Maxeon, establishing true and fair financial statements to be prepared from time to time and maintaining that records be kept in such manner as to enable them to be conveniently and properly audited. We need to continuously maintain our internal control processes and systems and adapt them as our business grows and changes. This process is expensive, time-consuming, and requires significant management attention. Furthermore, as we grow our business and execute significant non-routine transactions, our internal controls may become more complex and we may require significantly more resources to ensure they remain effective. Failure to implement required new or improved controls, or difficulties encountered in their implementation could harm our operating results or cause us to fail to meet our reporting obligations. If we or our independent registered public accounting firm identify material weaknesses in our internal controls, the disclosure of that fact, even if quickly remedied, may cause investors to lose confidence in our financial statements and the trading price of our shares may decline.

Remediation of a material weakness could require us to incur significant expense and if we fail to remedy any material weakness, our financial statements may be inaccurate, our ability to report our financial results on a timely and accurate basis may be adversely affected, our access to the capital markets may be restricted, the trading price of our shares may decline, and we may be subject to sanctions or investigation by regulatory authorities, including the SEC or NASDAQ. We may also be required to restate our financial statements from prior periods.

Our insurance for certain indemnity obligations we have to our officers and directors may be inadequate, and potential claims could materially and negatively impact our financial condition and results of operations.

Pursuant to our constitution (the “Constitution”), and to the extent permitted by the Singapore Companies Act and applicable laws, we will indemnify our officers and directors for certain liabilities that may arise in the course of their service to us. Although we currently maintain director and officer liability insurance for certain potential third-

party claims for which we are legally or financially unable to indemnify them, such insurance may be inadequate to cover certain claims, or may prove prohibitively costly to maintain in the future. In addition, we may choose to primarily self-insure with respect to potential third-party claims. If we were required to pay a significant amount on account of these liabilities for which we self-insured, our business, financial condition, and results of operations could be materially harmed.

Risks Related to Being a Singapore Company

We are incorporated in Singapore and our shareholders may have greater difficulty in protecting their interests than they would as shareholders of a corporation incorporated in the United States.

Our corporate affairs are governed by our Constitution and by the laws governing companies incorporated in Singapore. The rights of our shareholders and the responsibilities of the members of the Maxeon Board under Singapore law are different from those applicable to a corporation incorporated in the United States. Therefore, our public shareholders may have more difficulty in protecting their interest in connection with actions taken by our management or members of the Maxeon Board than they would as shareholders of a corporation incorporated in the United States. For more information, see the below risk factor titled *"It may be difficult to enforce a judgment of U.S. courts for civil liabilities under U.S. federal securities laws against us, our directors or officers in Singapore or China."*

Singapore corporate law may impede a take-over of our company by a third party, which could adversely affect the value of our shares.

The Singapore Code on Take-overs and Mergers (the "Singapore Take-overs Code") and Sections 138, 139 and 140 of the Securities and Futures Act 2001 of Singapore contain certain provisions that may delay, deter or prevent a future takeover or change in control of our company for so long as we remain a public company with more than 50 shareholders and net tangible assets of S\$5.0 million or more. Any person acquiring shares, whether by a series of transactions over a period of time or not, either on his own or together with parties acting in concert (as defined in the Singapore Take-over Code) with such person, in 30% or more of the voting rights of our company, or, if such person holds, either on his own or together with parties acting in concert with such person, not less than 30% but not more than 50% of the voting rights of our company, and such person (or parties acting in concert with such person) acquires additional shares carrying more than 1% of the voting rights of our company in any six-month period, must, except with the consent of the Securities Industry Council of Singapore, immediately extend a mandatory take-over offer for all the remaining voting shares in accordance with the provisions of the Singapore Take-overs Code.

On January 30, 2020, the Securities Industry Council of Singapore waived the application of the Singapore Take-overs Code to us, subject to certain conditions. Pursuant to the waiver, for as long as we are not listed on a securities exchange in Singapore, and except in the case of a tender offer (within the meaning of U.S. securities laws) where the Tier 1 Exemption set forth in Rule 14d-1(c) under the Exchange Act (the "Tier 1 Exemption") is available and the offeror relies on the Tier 1 Exemption to avoid full compliance with the tender offer regulations promulgated under the Exchange Act, the Singapore Take-overs Code shall not apply to us. In connection with receipt of the waiver, the SunPower board of directors submitted to the Securities Industry Council of Singapore a written confirmation to the effect that it is in the interests of SunPower shareholders who will become holders of Maxeon shares as a result of the Spin-off that a waiver of the provisions of the Singapore Take-overs Code is obtained. However, if the conditions for the waiver are no longer applicable, the Singapore Take-overs Code will be applicable to us. While the primary objective of the Singapore Take-overs Code is fair and equal treatment of all shareholders in a take-over or merger situation, its provisions may discourage or prevent certain types of transactions involving an actual or threatened change of control of our company. These legal requirements may impede or delay a take-over of our company by a third party, and thereby have a material adverse effect on the value of our shares. In addition, as the Notes are convertible into our ordinary shares, under the Singapore Take-overs Code (where the Singapore Take-overs Code may be applicable), if a take-over offer is made for the Maxeon shares, an appropriate offer or proposal has to be made to the holders of the Notes (so long as the Notes are outstanding) in accordance with the provisions of the Singapore Take-overs Code.

Under Singapore law, our directors have general authority to allot and issue new shares on terms and conditions and with any preferences, rights or restrictions as may be determined by the Maxeon Board in its sole discretion.

Under Singapore law, we may only allot and issue new shares with the prior approval of our shareholders in a general meeting. Subject to the general authority to allot and issue new shares provided by our shareholders, the provisions of the Singapore Companies Act and our Constitution, the Maxeon Board may allot and issue new shares on terms and conditions and with the rights (including preferential voting rights) and restrictions as they may think fit to impose. The Maxeon Board has been given a general mandate to issue new shares by our shareholders in the last general meeting held on August 29, 2024 which will continue in force until the next general meeting is concluded. Any additional issuances of new shares by our directors may dilute our shareholders' percentage ownership interests in our shares and/or adversely impact the market price of our shares.

Risks Relating to Our Controlling Shareholder

Our controlling shareholder will be able to exert substantial influence over corporate matters and control the outcome of shareholder actions of the Company, which may also give rise to conflicts of interest.

Following the closing of the Debt Restructuring Transactions and the Forward Purchase, TZE beneficially owned became the Company's controlling shareholder with a right to nominate a majority of the members of the Board, owning 59.4% of our total outstanding shares as of January 24, 2025 according to TZE's Schedule 13D/A filed with the SEC on January 28, 2025. For more information on TZE, see "Item 4.C - Organizational Structure." As a result, TZE can and does exert substantial influence over matters such as the election of directors, approval of material transactions and the Company's strategy and leadership generally. This concentration of ownership may discourage, delay or prevent a change of control of the Company, which may also have the effect of depriving our shareholders of an opportunity to receive a premium for their ordinary shares as part of a subsequent sale of the Company. As long as TZE continues to own a significant percentage of our shares, the ability of our other shareholders to influence matters requiring shareholder approval will be limited, which may discourage potential investors from seeking to acquire Maxeon shares and, as a result, might harm the market price of our shares.

In addition, conflicts of interest may arise between the Company and our controlling shareholder in a number of ways. If TZE were to compete with the Company, our business, financial condition, results of operations and prospects could be materially and adversely affected. Furthermore, TZE may from time to time make strategic decisions that it believes are in the best interests of its business as a whole, which may be different from the decisions that we would have made on our own. TZE's decisions with respect to the Company may favor TZE and may not necessarily be aligned with the interests of our other shareholders. Although we have an audit committee consisting solely of independent directors to review and approve all related party transactions, we may not be able to resolve all potential conflicts of interest or to resolve such conflicts on terms that are favorable to the Company. The significant concentration of share ownership may also adversely affect the trading price of our ordinary shares due to the perception that such conflicts of interest exist or may arise.

Our controlling shareholder is a Chinese enterprise subject to the laws and regulations of the PRC, which may influence our controlling shareholder's decisions and obligations with respect to the Company and may modify, delay, prevent or hinder our future acquisition, investment or business activities.

As a corporation organized under the laws of Singapore, we are not generally subject to the laws and regulations of the authorities of the PRC except to the extent that our limited operations in China must comply with such laws and regulations. However, because TZE is an enterprise incorporated under the laws of the PRC, it must comply with PRC laws and regulations. Such laws and regulations may influence the decisions of TZE, as well as those of its director appointees serving on our board of directors, regarding our business and operations. Certain of these regulations will require TZE, as our controlling stockholder, to approve specific corporation actions taken by us, including amendments to our Constitution and certain mergers, acquisitions or strategic transactions that we may seek to undertake.

As our controlling shareholder, TZE may be required to make filings with, or obtain approval from, various PRC regulators approving certain of our corporate actions. For example, TZE may need to obtain approval from the China National Development and Reform Commission ("NDRC") for certain debt issuances by us, or certain investments we may seek to make that involve industries, countries or regions deemed sensitive by the NDRC. TZE may similarly need to make certain filings with the China Securities Regulatory Commission or register with the

State Administration of Foreign Exchange in order to provide financing to the Company or guarantee its obligations. Additionally, PRC authorities could require TZE to divest from the Company in the future.

In addition to the requirements of the PRC, for as long as TZE maintains a controlling ownership interest in the Company, proposed acquisitions of or investments into entities organized in the United States or other jurisdictions, including TZE's investments into the Company, may be subject to additional US regulatory approval or review processes and TZE's ownership may prevent Maxeon's eligibility to bid for or obtain certain U.S. government contracts or loans. The Committee on Foreign Investments in the United States ("CFIUS") is an interagency body of the U.S. government authorized to review certain foreign investment transactions in U.S. businesses in order to determine the effect of such transactions on the national security of the United States. If a particular proposed acquisition or investment in a U.S. business falls within CFIUS's jurisdiction, we may determine that we are required to make a mandatory filing or that we will submit to CFIUS review on a voluntary basis, or we may proceed with the transaction without submitting to CFIUS and risk CFIUS intervention, before or after closing the transaction. CFIUS may decide to block or delay an acquisition or investment, impose conditions with respect to such acquisition or investment or order a divestment of all or a portion of a U.S. business acquired or invested in, which may limit the attractiveness of or prevent us from pursuing certain acquisitions or investments that we believe would otherwise be beneficial to us and our stockholders. These risks have increased and may continue to increase due to geopolitical, policy or regulatory developments, particularly with regard to relations between China and the U.S.

Our relationships with Chinese suppliers and shareholders, including our controlling shareholder, may expose us to risks based on U.S. policies such as China's designation as "a covered nation" and our controlling shareholder's possible designation as a "foreign entity of concern" under guidance and regulations promulgated by the U.S. Department of Energy.

Under final guidance issued by the U.S. Department of Energy ("DOE") on May 6, 2024, an entity can qualify as a foreign entity of concern ("FEOC") for purposes of the Bipartisan Infrastructure Law and the Inflation Reduction Act if it is a foreign entity that is subject to the jurisdiction of a covered nation government. The rules relating to control and indirect control are uncertain at this time and precedent has not yet developed, but based on DOE guidance, TZE would likely be classified as an FEOC because it is organized under the laws of the PRC.

For purposes of FEOC determination, the rules relating to control and indirect control are uncertain at this time and precedent has not yet developed. As currently written, the FEOC rules are intended to directly impact the electric vehicle battery industry and related battery supply chain, and do not appear to have implications for the solar panel industry. As a result, direct risks to our business from FEOC status are unknown at this time, but such risks can magnify if the scope of FEOC-related regulations is expanded in the future. Additionally, such designation may have implications regarding our eligibility for participation in DOE programs, incentives under the Bipartisan Infrastructure Law and the Inflation Reduction Act, and similar laws and regulations.

Our controlling shareholder is a Chinese enterprise subject to the laws and regulations of the PRC, and given the aggressive posture the U.S. has been taking against China, as well as the risk that our controlling shareholder may be designated as a FEOC, such direct and indirect affiliation could pose reputational risks to the Company and invite scrutiny from Congressional committees like the House Select Committee on Competition with the CCP, which could have a negative impact to our business.

The U.S. regulatory environment presents hurdles and reputational risk for companies associated with Chinese partners, investors, or purchasers. Currently, an aggressive posture with respect to China is a bipartisan priority in both the U.S. House and U.S. Senate, as evidenced by the TikTok ban, draft BioSecure legislation, and a current draft National Defense Authorization Act Amendment that bars federal funding to any institution that partners with persons on the Bureau of Industry and Security Entity List maintained by the Department of Commerce. Further, the previous and current Trump Administration and the previous Biden Administration, have all adopted trade policies that are aggressive with respect to China, including but not limited to: heightened tariffs, and harsher restrictions on data sharing with China. It is likely that the aggressive posture adopted by the U.S. Congress and contemporary presidential administrations will give rise to heightened scrutiny by U.S. stakeholders and additional enforcement and rule-making activities on the part of federal authorities, which could significantly impact our business in light of being controlled by TZE. We do not anticipate these postures to abate in the near term.

Moreover, our ability to attract U.S. investors may be impacted, for example, by investment guidelines that prevent investment in Chinese-controlled entities, the perceived risks of investing in the securities of Chinese-controlled entities, or as a result of U.S.-China tensions generally.

Any failure to comply with PRC regulations regarding the registration requirements for employee stock incentive plans may subject the PRC plan participants or us to fines and other legal or administrative sanctions .

In February 2012, the State Administration of Foreign Exchange of the PRC, or SAFE, promulgated the Notice of Issues Related to the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas Listed Company, replacing earlier rules promulgated in 2007. Pursuant to these rules, PRC citizens and non-PRC citizens who reside in China for a continuous period of not less than one year who participate in any stock incentive plan of an overseas publicly listed company, subject to a few exceptions, are required to register with SAFE through a domestic qualified agent and complete certain other procedures. In addition, an overseas-entrusted institution must be retained to handle matters in connection with the exercise or sale of stock options and the purchase or sale of shares and interests. We and our directors, executive officers and other employees who are PRC citizens or who reside in China for a continuous period of not less than one year and who have been granted options will be subject to these regulations. Failure to complete SAFE registrations may subject them to fines and other legal or administrative sanctions. We may also face regulatory uncertainties that could restrict our ability to adopt additional incentive plans for our directors, executive officers and employees under PRC law. Moreover, the State Administration of Taxation of the PRC has also issued certain circulars concerning employee share options and restricted shares. Under these circulars, our employees working in China who exercise share options or are granted restricted share unites will be subject to PRC individual income tax. If our employees fail to comply with the relevant laws and regulations, we may potentially face sanctions imposed by the tax authorities or other PRC government authorities.

It may be difficult to enforce a judgment of U.S. courts for civil liabilities under U.S. federal securities laws against us, our directors or officers in Singapore or China.

We are incorporated under the laws of Singapore and certain of our officers and directors are or will be residents outside of the United States. Although we are incorporated outside of the United States, we have agreed to accept service of process in the United States through our agent designated for that specific purpose.

There is no treaty between the United States and Singapore providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters and a final judgment for the payment of money rendered by any federal or state court in the United States based on civil liability, whether or not predicated solely upon the federal securities laws, would, therefore, not be automatically enforceable in Singapore. In making a determination as to enforceability of a foreign judgment, the Singapore courts need to be satisfied that the foreign judgment was final and conclusive on the merits of the case, given by a court of law of competent jurisdiction over the parties subject to such judgment, and was expressed to be for a fixed sum of money. In general, a foreign judgment would be enforceable as a debt in Singapore unless procured by fraud, or if the proceedings in which such judgments were obtained were not conducted in accordance with principles of natural justice, or if the enforcement thereof would be contrary to the public policy of Singapore, or if the judgment would conflict with earlier judgments from Singapore or earlier foreign judgments recognized in Singapore, or if the judgment would amount to the direct or indirect enforcement of foreign penal, revenue or other public laws. Civil liability provisions of the federal and state securities law of the United States permit the award of punitive damages against us, our directors and officers. The Singapore courts do not allow the enforcement of foreign judgments which amount to the direct or indirect enforcement of foreign penal, revenue or other public laws, and it is uncertain as to whether a judgment of the courts of the United States awarding such punitive damages would be regarded by the Singapore courts as being pursuant to foreign, penal, revenue or other public laws. Such determination has yet to be conclusively made by a Singapore court in a reported decision. Accordingly, it may be difficult for investors to enforce judgments obtained in the United States which are predicated upon the civil liability provisions of the federal securities laws of the United States against us, our directors or our officers in Singapore.

Similarly, certain of our directors or officers are PRC citizens that reside within China for a significant portion of the time. Because our controlling shareholder has substantial power to determine the composition of our board and management team, it is possible that the proportion of our directors and officers who are citizens and/or residents of the PRC will increase.

There is substantial uncertainty as to whether the courts of the PRC would recognize or enforce judgments of U.S. courts against such persons predicated upon the civil liability provisions of the securities laws of the U.S. or any state. The recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law and other applicable laws, regulations and interpretations based either on treaties between China and the country where the judgment is made or on principles of reciprocity between jurisdictions. In addition, according to the PRC Civil Procedures Law, the PRC courts will not enforce a foreign judgment against our directors and officers if they decide that the judgment violates the basic principles of PRC laws or national sovereignty, security or public interest. As a result, it is uncertain whether and on what basis a PRC court would enforce a judgment rendered by a court in the U.S. Furthermore, class action lawsuits, which are available in the U.S. for investors to seek remedies, are generally uncommon in China.

ITEM 4. INFORMATION ON THE COMPANY

4.A. HISTORY AND DEVELOPMENT OF THE COMPANY

General Corporate Information

We are incorporated under the laws of Singapore in accordance with the Singapore Companies Act. We were formed by SunPower in connection with our separation from SunPower, for an unlimited duration, effective as of the date of our incorporation with ACRA on October 11, 2019. We were converted to a public company on the Distribution Date under the Singapore Companies Act under the name of "Maxeon Solar Technologies, Ltd." by way of a pro rata distribution of all of the then-issued and outstanding ordinary shares of Maxeon to holders of record of SunPower's ordinary shares as of the close of business on August 17, 2020. As of the Distribution Date, Maxeon became an independent, public company and the Maxeon shares started trading on the NASDAQ Global Select Market under the symbol "MAXN".

We are domiciled in Singapore and our registered office is currently located at 8 Marina Boulevard #05-02, Marina Bay Financial Centre, 018981, Singapore, which also currently serves as our principal executive offices, and our telephone number is +65 6338 1888. Our agent for service of process in the United States is CSC Global and its address is 251 Little Falls Drive, Wilmington, Delaware 19808.

General Development of Business

In fiscal year 2024, the Company entered into several financing transactions with TZE and other investors that resulted in TZE becoming our controlling shareholder on August 30, 2024. These primarily include: (1) the issuance and sale of \$25 million principal amount of 7.50% Convertible First Lien Senior Secured Notes due 2027 on May 31, 2024, which was subsequently exchanged for \$25 million in principal amount of the 9.00% Convertible First Lien Senior Secured Notes due 2029; (2) the issuance and sale of approximately \$139 million principal amount of Tranche A Note Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028, approximately \$65 million principal amount of Tranche B Note Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028, and 9,925,000 warrants in exchange for the majority of our then-outstanding Green Convertible Notes; (3) the issuance and sale of \$97.5 million principal amount of 9.00% Convertible First Lien Senior Secured Notes due 2029 on June 20, 2024; and (4) the issuance and sale on August 30, 2024 of approximately 82,919 ordinary shares to TZE for an aggregate purchase price of approximately \$100.0 million pursuant to the Forward Purchase Agreement. For more information regarding the financing transactions, please see "Item 7.B. Related Party Transactions."

On August 29, 2024, the Company's shareholders approved a 1-for-100 reverse share split (the "Reverse Share Split") at the Company's annual general meeting. The Reverse Share Split became effective on October 8, 2024 and the Company's ordinary shares began trading on a split-adjusted basis on October 9, 2024. As a result of the Reverse Share Split, every 100 ordinary shares of the Company held as of October 8, 2024 were automatically combined into one ordinary share. The Reverse Share Split had the effect of reducing the number of outstanding ordinary shares from 1,529 million ordinary shares to approximately 15 million ordinary shares as of the date of the Reverse Share Split. No fractional shares were created or issued as a result of the Reverse Share Split, and all fractional shares to which holders of the existing outstanding shares would have otherwise been entitled to were aggregated and sold, with the proceeds distributed on a pro rata basis to such holders. The Reverse Share Split affected all holders of

ordinary shares uniformly, with no resulting changes in percentage ownership or proportionate voting rights, and the Company's outstanding warrants, convertible notes, and equity-based awards were proportionately adjusted to reflect the occurrence of the Reverse Share Split. Post-split, the ordinary shares continue to trade on the Nasdaq Global Select Market under the trading symbol "MAXN" under a new CUSIP number: Y58473128. The purpose of the Reverse Share Split was to meet the minimum \$1.00 per ordinary share bid requirement for continued listing on The Nasdaq Global Select Market.

On November 26, 2024, the Company announced a broad strategic restructuring of the Company's business portfolio intended to focus the Company exclusively on the sales to the U.S. market. Accordingly, the Company also announced that it had executed a five-year lease for an existing manufacturing facility with capacity of up to 2 GW in Albuquerque, New Mexico. The Company plans to begin solar panel production at the Albuquerque facility in 2026. In furtherance of the restructuring effort, the Company also announced on November 26, 2024 that it had entered into two term sheets with affiliates of TZE, our controlling shareholder, for the purpose of divesting the Company's "rest-of-the-world" distributed generation business through the sale of 100% of the equity interests in certain direct and non-direct non-U.S. subsidiaries of the Company to TZE as well as for the purpose of divesting the Company's equity interest in SunPower Philippines Manufacturing Ltd ("SPML"). The sale of SPML was completed on February 28, 2025 and the sale of the Company's "rest-of-the-world" distributed generation business was completed on March 31, 2025. For more information, see "Item 4.A. History and Development of the Company—Significant Acquisitions, Dispositions and other Events."

In late March 2025, U.S. Customs & Border Protection informed us that it denied our protests on certain detained shipments of Maxeon 3, Maxeon 6, and Performance 6 solar panels resulting in their continued exclusion. We have commenced a legal action to contest CBP's decision at the U.S. Court of International Trade, demonstrating that our legacy supply chains are fully compliant with the Uyghur Forced Labor Prevention Act. For additional information, see Item 3.D. "Risk Factors—Risks Related to the Maxeon Business—Our Maxeon 3, Maxeon 6 and Performance 6 solar panels continue to be detained and denied entry by U.S. Customs and Border Protection and these detentions, unless resolved, will continue to significantly and adversely affect our business, revenues, margins, results of operations and cash flows."

Principal Capital Expenditures

Our capital expenditures amounted to \$52.1 million, \$67.5 million and \$63.3 million during fiscal years 2024, 2023 and 2022, respectively, primarily consisting of expenditures related to the expansion of our solar cell manufacturing and assembly capacity as well as our technology conversions. Our manufacturing and assembly activities have required and will continue to require significant investment of capital and substantial engineering expenditures. Our capital expenditures, which are subject to obtaining necessary Board approval, are expected to be funded with cash from operations, financing, or other available sources of liquidity. We expect total capital expenditures ranging from \$7 million to \$11 million in fiscal year 2025. As of December 31, 2024, we had \$4.4 million of capital commitments. The capital expenditures mainly relate to our planned investments in our next generation Maxeon 8 technology and certain preparatory activities for our planned multi-GW factory in the United States.

Significant Acquisitions, Dispositions and other Events

In November 13, 2024, we executed a five-year lease for an existing manufacturing facility with capacity of up to 2 GW in Albuquerque, New Mexico. On March 28, 2025, we entered into an amendment to the lease to revise the timeline for certain owner-completed construction activities, some of which are now underway. We plan to begin solar panel production at the Albuquerque facility in 2026. For more information, see "Item 4.D. Property, Plants and Equipment—Major Facilities."

On April 26, 2024, the Company, through its subsidiary, SunPower Manufacturing Corporation Limited, entered into an equity transfer agreement with Zhonghuan Hong Kong Holding Limited, a subsidiary of TZE, Maxeon's largest shareholder, for the sale of all of the Company's minority interest (approximately 16.27%) in HSPV, a joint venture established by SunPower Corporation, TZE and other former partner in 2016. Alongside with

the divestiture, the Company also entered with HSPV and its affiliates a few agreements on the same date. Refer to “*Note 10. Equity Investments*” for more details.

Following the signing of a partially binding term sheet in November of 2024 to divest the Company’s Philippines operations, on January 26, 2025, SPML, SunPower Technology Ltd., a subsidiary of the Company (“SPT”), and Lumetech Pte. Ltd., a subsidiary of TZE, entered into a sale and purchase agreement (the “SPML SPA”), related to the sale by SPT of its 100% ownership interest in SPML to Lumetech Pte. Ltd.. In connection with the SPML SPA, SPT and Lumetech Pte. Ltd. also agreed to the sale of certain specifically identified assets and liabilities associated with the business activities within the country of the Philippines that were held by Maxeon or its subsidiaries other than SPML (the “SPML Target Assets”) pursuant to a procurement agency agreement entered into by Maxeon and Lumetech Pte. Ltd. on the closing date of the SPML SPA.

The transactions contemplated under the SPML SPA were consummated on February 28, 2025 (the “SPML Closing”). In connection with the SPML Closing, we entered into certain ancillary agreements with TZE or its affiliates, including: (i) a procurement agency agreement selling certain specifically identified assets and liabilities associated with the business activities within the country of the Philippines that are held by Maxeon or its subsidiaries, (ii) a transitional services agreement (the “SPML Transitional Services Agreement”) providing for certain shared services for one year following the closing, and (iii) a bilateral development services agreement (the “Bilateral Development Services Agreement”) providing for the respective affiliates of the Company and TZE to further the development of Maxeon 8 Technology.

The SPML Transitional Services Agreement mutually provides that each party shall, in its capacity as a recipient of services, own all rights in any intellectual property that are created by the other party in its capacity as the provider of services to the extent such intellectual property arises from the delivery services under the agreement or the service recipient’s confidential information or property. Under the Bilateral Development Services Agreement, TZE will be responsible for all labor costs incurred in the Philippines and 50% of the operating cost of research and development activities in the U.S. and the Philippines, and Maxeon Solar Pte. Ltd. will be responsible for all labor costs incurred in the U.S. and 50% of the operating cost of research and development activities in the U.S. and the Philippines. The Bilateral Development Services Agreement has an initial term of two years and will automatically renew for successive one-year terms until either party thereto provides notice of non-renewal.

Following the signing of a partially binding term sheet in November of 2024 related to the sale of the “Rest-of-the-world” distributed generation business, on February 18, 2025, the Company entered into a sale and purchase agreement (the “Rest-of-the-world SPA”) for the sale to Lumetech B.V. and TCL Sunpower International Pte. Ltd. (each, a subsidiary of TZE) contemplating (i) the sale of 100% of the equity interests in the Company’s direct and indirect non-U.S. subsidiaries organized under the laws of Malta, the United Kingdom, Israel, Italy, Germany, the Netherlands, Spain, Mexico, Belgium, Australia, Chile, Korea, France, Brazil, Venezuela, South Africa, and Japan, (ii) entering into a trademark assignment agreement (the “Trademark Assignment Agreement”) providing for the assignment of certain trademarks associated with the disposed assets, (iii) entering into an asset transfer agreement (the “Asset Transfer Agreement”) providing for the transfer of certain assets, inventories, contracts, accounts payable and other debts and amounts owing by the relevant subsidiary transferor, and (iv) a transitional service agreement (the “Rest-of-the-world Transitional Services Agreement”) providing for certain mutual shared services. The transactions contemplated by the Rest-of-the-world SPA were consummated on March 31, 2025 (the “Rest-of-the-world Closing Date”).

Pursuant to the Trademark Assignment Agreement entered into among TCL SunPower (the “Assignee”) and Maxeon Solar Pte. Ltd., an affiliate of Maxeon organized under the laws of Singapore (“MSPL” or the “Assignor”) on March 31, 2025, the Assignee acquired all of the Assignor’s right, title and interest, in certain trademarks, and the Assignor assigned all such right, title and interest in and to the trademarks to the Assignee. The trademarks subject to the Trademark Assignment Agreement relate to trademark registrations and applications for “SunPower” in all jurisdictions excluding the United States.

The Asset Transfer Agreement among Maxeon, together with three of its direct and indirect subsidiaries, (Maxeon and each of the three subsidiaries, collectively, the “Transferors”), SunPower Corporation Australia Pty Limited (SPWCA”), SunPower Energy Solutions France SAS (“SPWESF”) and Maxeon Solar Products Mexico

S.D.E.R.L. DE C.V. (“MXNSP” and together with SPWCA and SPWESF, each presently a Maxeon subsidiary and collectively, the “Transferees”), provides for the Transferors to sell, assign and transfer, and for the Transferees to purchase, acquire and assume, certain assets, inventories, contracts, accounts payable and other debts and amounts owing by the relevant Transferor as specified in the Asset Transfer Agreement (these assets, inventories, contracts and assumed liabilities, collectively, the “Transferred Items”). In addition, on the Rest-of-the-world Closing Date, the Transferees discharged in full all the obligations imposed upon the Transferors in certain product warranties granted by Maxeon in respect of certain of the Transferred Items distributed outside of the United States (the “Warranties”), including servicing the warranty holders. The Transferees became fully responsible for all Warranty claims arising from or relating to the Warranties following the closing. The aggregate consideration for the sale of the Transferred Items was approximately USD \$15 million and formed part of the total consideration under the Rest-of-the-world SPA.

The Rest-of-the-world Transitional Services Agreement has a term of one year and provides for the mutual provision of certain shared services from the Rest-of-the-world Closing Date, as well as the services of certain Swiss employees of SunPower Systems SARL, who provided certain transitional services for the benefit of Lumetech B.V. for a period of four weeks following the closing.

In late March 2025, U.S. Customs & Border Protection informed us that it denied our protests on certain detained shipments of Maxeon 3, Maxeon 6, and Performance 6 solar panels resulting in their continued exclusion from the U.S. For additional information, see Item 3.D. *“Risk Factors—Risks Related to the Maxeon Business—Our Maxeon 3, Maxeon 6 and Performance 6 solar panels continue to be detained and denied entry by U.S. Customs and Border Protection and these detentions, unless resolved, will continue to significantly and adversely affect our business, revenues, margins, results of operations and cash flows.”*

More Information

All inquiries to us should be directed at the address and telephone number of our principal executive office set forth above. Our website is <https://www.maxeon.com/>. The information contained on or accessible through our website does not form part of this annual report. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers, such as we, that file electronically, with the SEC at www.sec.gov.

4.B. BUSINESS OVERVIEW

Overview

Maxeon is one of the world’s leading marketers of premium solar power technology. We have developed and maintained this leadership position through decades of technological innovation and investment, in addition to the development of sales and distribution channels across six continents. Headquartered in Singapore, we are strategically restructuring our business portfolio and geographic market focus to concentrate exclusively on the U.S. market.

Our Markets

Solar has become one of the fastest growing renewable energy sources over the last few decades. According to reports from S&P Global and Wood Mackenzie dated December 2024, through effective investments and projects, the solar market has achieved more than 2,170 GW of global installed capacity as of 2024, representing a compound annual growth rate of 29% since 2014.

As solar technology has developed, manufacturing costs have declined and performance has improved. Today, solar power, together with enhanced balance of system technology, has among the lowest levelized cost of energy (“LCOE”) of all major energy sources.

In the long term, market growth is expected to continue and even accelerate. According to the May 2024 New Energy Outlook report by BloombergNEF, by 2050, solar technology is expected to represent from 19% (economic transition scenario) to 22% (net zero scenario) of global electricity generation, with a balanced distribution among

key regions worldwide—a significant increase compared to its current penetration of approximately 4% of global generation.

We believe the following factors have driven and will continue to drive demand in the global solar power industry, including demand for our products:

- solar generation costs have fallen to the point where solar power is one of the lowest-cost electricity sources on an LCOE basis in certain regions and represents a significant portion of projected electricity capacity in the United States in the next 10 to 15 years;
- renewable energy is one of the most relevant topics and targets of government incentives and policies as a result of increased concerns regarding climate changes;
- solar power is at the center of public discussion, which helps to grow public awareness of its advantages, such as peak energy generation, significantly smaller fuel and supply chain risk, sustainability from an environmental perspective, scalability and reliability;
- structural limitations for fossil fuel supply and issues around energy security increasing the long-term demand for alternative sources of energy; and
- significant secular increase in electricity demand.

Our Business

We are one of the world's leading marketers of premium solar technology. We have developed and maintained this leadership position through decades of technological innovation and investment, in addition to the development of sales and distribution channels supplying customers in more than 100 countries on six continents. We own solar cell and panel manufacturing facilities located in Malaysia and Mexico. As part of our broader effort to establish U.S. domestic manufacturing, and due to broader macroeconomic factors, including but not limited to U.S. trade and tariff policy that have made it economically impractical to continue such operations, we are evaluating different options with respect to these facilities which may include the repurposing or sale of our facility in Malaysia and a permanent shutdown of our facilities in Mexico. During fiscal year 2024, 63.0% of our revenue was attributable to the United States, 26.5% to EMEA, 9.2% to Asia Pacific and 1.3% to other markets. We are in the process of restructuring our business portfolio and geographic market focus to concentrate exclusively on the U.S. market.

Our primary products are the Maxeon line of IBC solar cells and panels, and the Performance line of shingled solar cells and panels. We believe the Maxeon line of solar panels are the highest-efficiency solar panels on the market with an aesthetically pleasing design, and the Performance line of solar panels offers a high-value and cost-effective solution. The Maxeon line is primarily targeted at residential and small-scale commercial customers across the globe. The Performance line was initially targeted at the large-scale commercial and utility-scale power plant markets, but has proven to be attractive to our customers in the residential distributed generation (which we refer to as "DG") markets as well. During fiscal year 2024, 72.8% of our revenue was attributable to products in our Maxeon line and the other 27.2% was attributable to products in our Performance line. 50.2% of our revenue was attributable to DG applications and 49.8% attributable to power plant applications.

Our proprietary technology platforms, including the Maxeon line and Performance line, target distinct market segments, serving both the DG and power plant markets. This ability to address the full market spectrum allows us to benefit from a range of diverse industry drivers and retain a balanced and diversified customer base.

We believe that our Maxeon line of IBC technology stands apart from the competition in key categories which our customers value, including product efficiency, energy yield, reliability, safety and aesthetics. We believe the combination of these characteristics enables the delivery of an unparalleled product and value proposition to our customers. Our Maxeon line products use a unique cell architecture and advanced module materials to deliver approximately 20% more energy in any given amount of roof space over the first 25 years, as compared to conventional front-contact mono-PERC panels, and come with a leading warranty in the industry.

Our Performance line technology is designed to deliver higher performance compared with conventional panels. This is possible due to several patented features and improvements we have employed in our product. Some of the main differentiators from the competition for our shingled design is that in our design, standard mono-PERC cells are interconnected using electrically conductive adhesive instead of soldered metal ribbons. This technique greatly improves long-term durability, increases efficiency from reduced electrical resistance and less inactive white space between cells, and – when combined with novel electrical bussing – improves shade performance. In addition, our Performance line’s robust shingled cells and advanced encapsulant are highly resistant to thermal stresses, humidity, light and temperature-induced degradation and potential-induced degradation.

Since 2020, we introduced an alternating current (“AC”) version of our Maxeon product to the international marketplace. These modules combine a microinverter with the module to create an integrated unit that is ready to connect to the low voltage power grid. These “AC modules” provide significant installation and energy production advantages versus traditional systems and allow us to capture an additional portion of the value of a solar installation. In 2021, we introduced an AC version of our Performance line to complement the AC version of our Maxeon line. Since the introduction, there has been increasing demand for these AC modules.

We previously manufactured our high efficiency bifacial Performance line solar panels for the United States large-scale commercial and utility-scale power plant markets through conversion of our Malaysia and Mexico facilities in fiscal year 2022. We are evaluating different options with respect to these facilities, which may include the repurposing or sale of our facility in Malaysia and a permanent shutdown of our facilities in Mexico. Given new tariffs and trade barriers applicable to our legacy cell and module manufacturing facilities, we are establishing alternative manufacturing and supply chains. We are also continuing the development of our Albuquerque-based manufacturing facility and have completed early design and layout activities for its initial phase manufacturing. Our plan to develop a U.S. based manufacturing facility is contingent on us securing the necessary funding and other factors beyond our control. The Albuquerque facility is intended to incorporate next-generation technology developed by our Silicon Valley-based R&D team. We continue to prioritize development of our Albuquerque facility as well as identifying additional domestic component vendors to help support diversified manufacturing operations.

In late March 2025, U.S. Customs & Border Protection (“CBP”) informed us that it denied our protests on certain detained shipments of Maxeon 3, Maxeon 6, and Performance 6 solar panels resulting in their continued exclusion. We have commenced a legal action to contest CBP’s decision at the U.S. Court of International Trade, demonstrating that our legacy supply chains are fully compliant with the Uyghur Forced Labor Prevention Act (“UFLPA”). While CBP’s decision implies that future imports of the same products with identical supply chain traceability documentation would likely be denied entry, CBP’s decision does not prevent us from making future imports of the same or different solar products with modified supply chain traceability documentation, as each shipment is evaluated independently. As mentioned above, given new tariffs and trade barriers applicable to Maxeon’s legacy cell and module manufacturing facilities, we are establishing alternative manufacturing and supply chains. These alternative manufacturing facilities and supply chains are not impacted by the CBP decision. For additional information, please see Item 3.D. *“Risk Factors—Risks Related to the Maxeon Business—Our Maxeon 3, Maxeon 6 and Performance 6 solar panels continue to be detained and denied entry by U.S. Customs and Border Protection and these detentions, unless resolved, will continue to significantly and adversely affect our business, revenues, margins, results of operations and cash flows.”*

As of March 31, 2025, we have unfulfilled bookings to supply our Performance line solar panels for the United States large-scale commercial and utility-scale power plant markets of 1.2 GW and we are in close discussion with the customers on the resolution of these contracts as a result of the denial of our protests by the CBP. In addition, one of our customers has the option, secured with a deposit, to purchase an additional 1.5 GW through 2027.

Our Strengths

We believe the following strengths of our business distinguish us from our competitors, enhance our leadership position in our industry and position us to capitalize on the expected continued growth in our market:

- *Leading provider of premium solar technology.* Our established leadership position in solar technology is grounded with 40 years of experience. Over that time, our solar technology has been awarded over 2,000 patents. We have also made substantial investments in research and development, having invested approximately \$676 million since 2007 which is more than any other crystalline panel manufacturer. Together, these factors have allowed us to create differentiated products which have maintained approximately 20% relative lifetime energy density advantage over the industry average solar panel efficiency since 2012.
- *Well-positioned to capture growth in the U.S. Market.* We believe solar growth will be driven by strong expansion in both DG and power plant applications in the U.S. market. We have strong preexisting power plant customer relationships. We also believe that our technology, with superior efficiency and lower degradation rates, provides significant advantages to customers in the DG markets.
- *Unique cutting-edge innovative technology and unmatched investment in research and development, translating into next-generation leading products.* Our Maxeon 3 and Maxeon 6 panels have among the highest rated efficiencies of panels currently in commercial production. We also believe that our current technology stands apart from the competition on every meaningful performance metric, including efficiency, energy yield, reliability and aesthetics. Additionally, our Performance line shingled cell technology delivers up to 5% more energy compared to conventional panels, allowing us to achieve a diverse sales base across both DG and the utility power plant markets. Our superior technology has been key to our leadership position. Through efficient, disciplined and business-oriented investments, we were able to develop patent-protected technology which we expect to leverage in our next-generation products. Our next generation panels are expected to achieve an even higher efficiency while allowing for reduced costs given their significantly simplified manufacturing process. We expect this next-generation solar panel to achieve superior performance at reduced costs, unlocking mass market adoption and commercialization through multiple pathways.
- *Strategic partnerships with top tier companies worldwide.* We seek to have strategic partnerships across the business chain, as exemplified by our relationship with TZE, which provides valuable connections in Asia's supply chain and distribution channels, as well as research and development collaboration pushing the technological frontier.
- *Experienced management team.* We have a strong and experienced management team with significant experience in the solar and semiconductor sectors complemented by expertise in technology and product innovation.

Our Strategy

Maxeon is strategically restructuring its business portfolio and geographic market focus to effectively leverage our opportunity to innovate new technologies that can lead the industry. By focusing exclusively on the U.S. market, where our market presence and planned local manufacturing footprint can create a strong platform to drive success, we can best meet the solar energy needs of the growing U.S. residential, commercial, and utility power plant markets. Maxeon is transforming its business by strengthening supply chain versatility and resilience, streamlining operations, increasing efficiency, and reducing costs, enabling the Company to effectively and efficiently deliver our premium Back Contact technology, which analysts believe will be the next key technology node for the solar industry. Our primary focus includes:

- *Addressing the United States solar market with our cutting edge products.* We are strategically restructuring our business portfolio and geographic market focus to concentrate exclusively on the U.S.

market, where our existing presence and planned onshore manufacturing can create a strong platform to drive growth and success.

- *Development and Commercialization of our next generation technology.* We (and our predecessor company SunPower) have developed a series of innovative IBC product technologies over the past 20 years. We believe that future technologies based on this innovative new cell architecture will offer higher performance levels than our current IBC products. We have entered into a Bilateral Development Services Agreement with an affiliate of TZE to collaborate on the development and commercialization of our next generation Maxeon 8 solar cell technologies.
- *Establishing alternative manufacturing and supply chains.* In the first half of 2024, we benefited from our strategic partner TZE's knowledge of and access to the upstream supply markets and distribution channels in Asia and we leveraged access to TZE's silicon wafers for our Performance line technologies. Given new tariffs and trade barriers applicable to Maxeon's legacy cell and module manufacturing facilities, we are establishing alternative manufacturing and supply chains. In connection with our plan to develop a U.S. based manufacturing facility, contingent on us securing the necessary funding and other factors beyond our control, we are identifying additional domestic component vendors in the U.S. to help support diversified manufacturing operations.
- *Strategic Partnerships and Collaborations.* As part of the strategic restructuring of our business and geographic market focus, we intend to pursue further strategic partnerships and collaborations in connection with our plans to develop U.S. based manufacturing as well as our efforts to establish alternative manufacturing and supply chains.
- *Expanding our manufacturing footprint into the United States.* We have announced plans to build a multi-GW factory in the United States, contingent upon us securing the necessary funding and other factors beyond our control.

Our Industry

The solar power industry manufactures and deploys solar panels and systems across a range of end-use applications. With estimated 2024 annual shipment volumes of 545 GW according to Q4'24 PV Installations Tracker from S&P Global, solar power comprises the largest fraction of newly installed global electric power generation equipment. The two primary application segments are DG, mainly for residential and commercial rooftops systems, and utility-scale for large ground-mounted power generation systems. During 2024, total industry shipment volume mix was approximately 45% DG and 55% utility-scale according to Q4 '2024 PV Installations Tracker from S&P Global compiled on December 4, 2024.

The market for electric generation products is heavily influenced by national, state/provincial and local government laws, regulations and policies concerning the electric utility industry globally, as well as policies promulgated by electric utilities. The market for electric generation equipment is also influenced by trade and local content laws, regulations and policies. In addition, on-grid applications depend on access to the grid, which is also regulated by government entities.

Our Products

Maxeon Solar Panels

Maxeon offers a comprehensive panel portfolio ensuring maximum flexibility to address all customers' energy needs. Our flagship Maxeon solar panels are the highest efficiency panels available on the market and deliver maximum energy production and unmatched reliability, while providing leading environmental sustainability and aesthetics.

Maxeon panels lead the solar industry in panel efficiency and deliver more savings by generating the most solar energy in a given amount of roof space. Over time, the advantage grows, because Maxeon panels also have the lowest degradation rate in the solar industry. While third party studies show that most standard panels tend to degrade around 0.7% per year, Maxeon panels degrade at a significantly lower rate of 0.2% per year. To translate into real results – that means a Maxeon panel delivers approximately 20% more energy from the same footprint as standard panels over the first 25 years. When combined with our 40-year warranty period for certain products, which is the industry’s longest warranty, that advantage grows to 80% more guaranteed energy over the lifetime of the system. In addition, based on third party reliability validation by PV Evolution Labs, Maxeon panels are one of the top performers. The reliability test subjected solar panels to various weather condition conditions, including but not limited to temperature change, damp heat and wind pressure.

The innovation behind Maxeon panels is protected by patents globally covering cell and panel design, as well as key manufacturing tools and processes. Maxeon panels feature a unique ribbon-less back-contact cell structure utilizing a metal foundation that minimizes the impact of climatic stresses as well as shading and cell cracks. Through this, Maxeon panels produce up to 30% more energy under shaded conditions from the same footprint as standard panels over their first 25 years and are not reliant on a bypass diode in the junction box to prevent hotspots – the cells are intrinsically resistant to the formation of hotspots. When Maxeon back-contact cells are cracked from impacts, the metal foundation maintains electrical connections to any broken sections, maintaining module power. The lower risk is conveyed to our customers through a leading panel warranty which, unlike most conventional warranties, is based on actual field-testing data. The power warranty guarantees no more than 0.25% per year power drop – the lowest rate in the solar industry. Field data shows that only 0.005% or 1 in 20,000 Maxeon panels have been returned under warranty for fiscal year 2024.

Maxeon has pioneered sustainability efforts in solar manufacturing, and our Maxeon panels have been recognized with the prestigious Cradle to Cradle Certified™ designation for DC panels. The Cradle to Cradle designation demonstrates the products’ quality based on rankings of material health, material reutilization, renewable energy use, water stewardship, and social fairness. Maxeon discloses its ingredients through the Declare label – available for all Maxeon panels.

Finally, the back-contact cell design of Maxeon panels provides an uncluttered and elegant design aesthetic – with panels available in black and white backsheets. This has made Maxeon panels the panel of choice for architects and designers for decades.

Our Maxeon 6 technology, utilizes a similar design to our Maxeon 3 technology but with larger silicon wafers, further increasing solar cell power.

Performance Solar Panels

Our Performance line of solar panels utilizes high efficiency mono-PERC cells to deliver higher reliability and efficiency than conventional panels. With more than 25 GW deployed across more than 80 countries to date, Performance line solar panels are the industry’s most deployed shingled cell panel technology.

The innovation behind Performance line solar panels is protected by patents in the U.S. and foreign jurisdictions covering cell and panel designs, as well as key manufacturing tools and processes. These products utilize a proprietary manufacturing process to assemble conventional silicon solar cells into panels with increased energy yield and reliability compared with conventional panels. Similar to Maxeon panels, the cell interconnects used in conventional panels are designed to provide high reliability. The unique inter-cell bussing is robust under shading and cell cracking stresses, to maximize energy production and lifetime reliability.

Performance line solar panels were produced by HSPV, an Yixing, China based company which is our former joint venture with TZE. On April 26, 2024, we entered into an equity transfer agreement to sell our 16.3% equity stake the joint venture to TZE. HSPV currently has a capacity to supply approximately 18 GW per year of Performance line solar panels. On April 26, 2024, we entered into a new master supply agreement (the “2024 HSPV Master Supply Agreement”), pursuant to which HSPV and its affiliates would exclusively supply us with rooftop

size Performance line solar modules that meet certain criteria. Following the sale of our “rest-of-world” distributed generation business, we are currently not purchasing any Performance line solar modules from HSPV.

We previously delivered Performance line solar panels from our facility in Mexico. As part of our broader effort to establish U.S. domestic manufacturing, and due to broader macroeconomic factors, including but not limited to U.S. trade and tariff policy that have made it economically impractical to continue such operations, we are evaluating different options with respect to these facilities which may include the permanent shutdown of our facilities in Mexico.

We generally provide a 25-year warranty for the solar panels that we manufacture for defects in materials and workmanship and for greater than promised declines in power performance, subject to certain conditions. Effective from January 1, 2022, this has been extended to a 40-year warranty for certain Maxeon line modules in certain countries. Conventional panels generally provide 10-12 years of product warranty coverage, exposing claimants to potential issues making claims after the product warranty has expired; but, before the power warranty has expired. We generally provide a power warranty guaranteeing a certain minimum level of power output over time. Our warranty for Maxeon panels leads the industry with 0.25 percent per year maximum degradation, while our warranty for Performance line panels provides 0.45 percent per year. The warranty provides that we will elect to either (a) repair; (b) replace; or (c) refund the customer based on the computation stipulated in the warranty agreement.

Principal Markets

During fiscal year 2024, 63.0% of our revenue was attributable to North America, 26.5% to EMEA, 9.2% to Asia Pacific and 1.3% to other markets. On November 26, 2024, we announced a broad strategic restructuring of the Company’s business portfolio intended to focus our company exclusively on the sales to the U.S. market.

The Maxeon line, which includes our Maxeon 3, Maxeon 6 and will include, our next-generation Maxeon 8 solar panels (which are currently under development), is primarily targeted at residential and commercial customers across the globe. The Performance line was initially targeted at the large-scale commercial and utility-scale power plant markets, but has proven to be attractive to our customers in the DG markets as well.

Please see “Item 5.A. *Operating Results—Trends and Uncertainties*” for trends and uncertainties information.

Research and Development

We engage in extensive research and development efforts to improve solar cell efficiency and solar panel performance through the enhancement of our existing products, development of new techniques, and reductions in manufacturing cost and complexity. Our research and development group works closely with our manufacturing facilities, equipment suppliers and customers to improve solar cell design and to lower solar cell, solar panel and system product manufacturing and assembly costs. As part of our ongoing cost reduction initiatives, the Company has ceased the research and development function in Singapore in fiscal year 2024 and consolidated the related research and development work to a lab that we established in Silicon Valley in 2022.

In addition, we work closely with our current and potential suppliers of crystalline silicon, a key raw material used in the manufacture of solar cells, to develop specifications that meet our standards and ensure high quality while at the same time controlling costs.

We collaborate with TZE on the research and development of Max 8 technologies pursuant to the Bilateral Development Services Agreement dated February 28, 2025, leveraging personnel and resources in both the Philippines and the United States, to further advance the technology.

Manufacturing and Supplies

Manufacturing

In 2024, we operated solar cell manufacturing facilities in the Philippines and Malaysia and solar module assembly facilities in Mexico. In connection with a broad strategic restructuring of our business portfolio intended to focus our company exclusively on sales to the U.S. market, we divested our manufacturing facility in the Philippines through the sale of 100% of our equity interest in SunPower Philippines Manufacturing Ltd to an affiliate of TZE, our controlling shareholder. As part of our broader effort to establish U.S. domestic manufacturing, and due to broader macroeconomic factors, including but not limited to U.S. trade and tariff policy that have made it economically impractical to continue such operations, we are evaluating different options with respect to these facilities which may include the repurposing or sale of our facility in Malaysia and a permanent shutdown of our facilities in Mexico. Given new tariffs and trade barriers applicable to our legacy cell and module manufacturing facilities, we are in the process of establishing alternative manufacturing and supply chains.

In November 13, 2024, we executed a five-year lease for an existing manufacturing facility with capacity of up to 2 GW in Albuquerque, New Mexico. We plan to begin solar panel production at the Albuquerque facility in 2026. We are continuing the development of our Albuquerque-based manufacturing facility and have completed early design and layout activities for its initial phase manufacturing. Our plan to develop a U.S. based manufacturing facility is contingent on us securing the necessary funding and other factors beyond our control. The Albuquerque facility is intended to incorporate next-generation technology developed by our Silicon Valley-based R&D team. We continue to prioritize development of our Albuquerque facility as well as identifying additional domestic component vendors to establish a supply chain for our planned U.S. manufacturing operations.

Supplies

Prior to the current strategic restructuring of our business, we previously sourced the materials and components for our solar cells and panels both internally and from third-party suppliers based on quality, performance, and cost considerations. We typically assembled proprietary components, while we purchased generally available components from third-party suppliers. In a few cases, proprietary components were only available from a sole supplier. We also purchased a portion of our Performance line solar panels from HSPV. On April 26, 2024, we entered into the 2024 HSPV Master Supply Agreement, pursuant to which HSPV and its affiliates would exclusively supply us with rooftop size Performance line solar modules that meet certain criteria. We formerly also purchased G12 wafers from TZE HK, a subsidiary of TZE. Following the sale of our “Rest-of-world” distributed generation business, we are currently not purchasing any Performance line solar modules from HSPV.

As of December 31, 2024, we do not have any future purchase obligations under our long-term fixed supply agreements for silicon wafers. See “*Note 9. Commitments and Contingencies*” for outstanding future purchase commitments.

Given new tariffs and trade barriers applicable to Maxeon’s legacy cell and module manufacturing facilities, the Company is establishing alternative manufacturing and supply chains. In connection with its plans to develop U.S. based manufacturing, contingent on the necessary funding and other factors beyond its control, we are also identifying additional domestic component vendors and intend to pursue further strategic partnerships and collaborations in connection with our plans to develop a U.S.-based supply chain and manufacturing operations. We will continue to comply with UFLPA and demonstrate best in class ESG practices and maintaining the highest standards of transparency. We are recognized as an industry-leading, ethical solar company and we have taken and will continue to take extraordinary measures to ensure a clean and traceable supply chain, free from forced labor.

For more information about risks related to our supply chain and risks related to the Maxeon Business generally, see “*Item 3.D. Risk Factors*”.

Intellectual Property

We rely on a combination of patent, copyright, trade secret, trademark, and contractual protections to establish and protect our proprietary rights. We typically require our business partners to enter into confidentiality and non-disclosure agreements before we disclose any sensitive aspects of our solar cells, technology, or business plans. We typically enter into proprietary information agreements with employees, consultants, vendors, customers, and joint venture partners.

We own multiple patents and patent applications that cover aspects of the technology in the solar cells and panels that we currently manufacture and market. We continue to file for and receive new patent rights on a regular basis. The lifetime of a utility patent typically extends for 20 years from the date of filing with the relevant government authority. We assess appropriate opportunities for patent protection of those aspects of our technology, designs, methodologies, and processes that we believe provide significant competitive advantages to us, and for licensing opportunities of new technologies relevant to our business. As of December 31, 2024, we held 2,007 patents and 328 pending patent applications across all jurisdictions including the United States. While patents are an important element of our intellectual property strategy, our business as a whole is not dependent on any one patent or any single pending patent application. We additionally rely on trade secret rights to protect our proprietary information and know-how. We employ proprietary processes and customized equipment in our manufacturing facilities. We therefore require employees and consultants to enter into confidentiality agreements to protect them.

We collaborate with TZE on the research and development of Maxeon 8 Technology pursuant to a Bilateral Development Services Agreement dated February 28, 2025 that we have entered into with TZE. Under the terms of the Bilateral Development Services Agreement, a joint, co-chaired joint management committee ("Management Committee") is responsible for the strategic alignment and direction with respect to the collaboration. To the extent that new intellectual property is developed by either party during the course of the collaboration, such intellectual property will be jointly owned by both parties in equal share and utilized pursuant to the terms of the Bilateral Development Services Agreement, except as otherwise agreed to in writing by both parties. The parties will work together with any third party interested in utilizing certain assets and the newly developed intellectual property to manufacture Maxeon 7 & Maxeon 8 Technology products or products based on or similar products and achieve reasonable and sustainable arrangements on joint ventures, intellectual property licensing and/or global distributions with such third party. The Bilateral Development Services Agreement has a term of two (2) years from February 28, 2025. For a period of 24 months after termination thereof, the parties will consult with one another on any invention or other achievements conceived or reduced to practice during the term of this agreement to ensure all developed intellectual property is properly documented and, if suitable, corresponding patent applications are filed, pursuant to which both parties will enjoy the same rights, interest and income generated therefrom. For further details of the Bilateral Development Services Agreement, see "Item 7.B. *Related Party Transactions - Agreements with TZE - Agreements with TZE Relating to the Sale of Certain Non-U.S. Assets and Subsidiaries*".

When appropriate, we enforce our intellectual property rights against other parties. For more information about risks related to our intellectual property, see "Item 3.D. *Risk Factors*."

Competition

The market for solar electric power technologies is competitive and continually evolving, resulting in price reductions in the market and reduced margins which may continue and could lead to loss of market share. For example, in the second half of 2023, the global solar panel market experienced an oversupply of products, depressing selling prices and putting downward pressure on profit margins. Our solar power products and systems compete with many competitors in the solar power market, including, but not limited to: Canadian Solar Inc., First Solar Inc., Hanwha QCELLS Corporation, JA Solar Holdings Co., Jinko Solar, LONGi Solar, REC Solar, Risen Energy and Trina Solar Ltd.

In addition, universities, research institutions, and other companies have brought to market alternative technologies, such as thin-film solar technology, which compete with our photovoltaic technology in certain applications. Furthermore, the solar power market in general competes with other energy providers such as electricity produced from conventional fossil fuels supplied by utilities and other sources of renewable energy, including wind, hydro, biomass, solar thermal, and emerging DG technologies such as micro-turbines, sterling engines and fuel cells.

In the large-scale on-grid solar power systems market, we face direct competition from a number of companies, including those that manufacture, distribute, or install solar power systems as well as construction companies that have expanded into the renewable sector. In addition, we will occasionally compete with DG equipment suppliers.

We believe that the key competitive factors in the market for solar power systems include:

- total system price;
- LCOE evaluation;
- customer cost of energy evaluation;
- sunlight to electricity conversion efficiency and energy yield;
- aesthetic appearance of solar panels and systems;
- interface with standard mounting systems;
- strength of distribution relationships;
- commercial payment terms;
- established sales channels to customers;
- timeliness of new product introductions; and
- warranty protection, quality, and customer service.

If we are able to successfully restructure our business as described herein, we believe that we can compete favorably with respect to each of these elements, although we may be at a disadvantage in comparison to larger companies with broader product lines, greater technical service and support capabilities, and financial resources.

Seasonality

See “*Item 5.A. Operating Results*” for more details regarding the seasonality of our businesses.

Government Regulation

Public Policy Considerations

Different public policy mechanisms have been used by governments to accelerate the adoption and use of solar power. Examples of customer-focused financial mechanisms include capital cost rebates, performance-based incentives, feed-in tariffs, tax credits, renewable portfolio standards, net metering, and carbon regulations. Some of these government mandates and economic incentives are scheduled to be reduced or to expire, or could be eliminated altogether. Capital cost rebates provide funds to customers based on the cost and size of a customer’s solar power system. Performance-based incentives provide funding to a customer based on the energy produced by their solar power system. Feed-in tariffs pay customers for solar power system generation based on energy produced, at a rate generally guaranteed for a period of time. Tax credits reduce a customer’s taxes at the time the taxes are due. Renewable portfolio standards mandate that a certain percentage of electricity delivered to customers come from eligible renewable energy resources. Net metering allows customers to deliver to the electric grid any excess electricity produced by their on-site solar power systems, and to be credited for that excess electricity at or near the full retail price of electricity. Carbon regulations, including cap-and-trade and carbon pricing programs, increase the cost of fossil fuels, which release climate-altering carbon dioxide and other greenhouse gas emissions during combustion.

In addition to the mechanisms described above, it should be noted the United Nations has adopted Sustainable Development Goals (“SDGs”), which are being promoted by governments, corporations and civil society. Achieving several of the SDGs requires mass adoption of clean energy by 2030 and this is driving government policies. In Europe, for instance, the European Commission has harmonized its target date with the SDGs and mandated that its member states adopt integrated national climate and energy plans aimed at increasing their renewable energy targets to be achieved by 2030. At the latest United Nations Climate Change Conference (COP28) in 2023, the parties

agreed to accelerate the reduction of emissions and transition away from fossil fuels by 2030. These developments could benefit the deployment of solar.

Environmental Regulations

We use, generate, and discharge toxic, volatile, or otherwise hazardous chemicals and wastes in our research and development, manufacturing, and construction activities. We are subject to a variety of laws and regulations related to the purchase, storage, use, and disposal of hazardous materials in jurisdictions where we operate. We believe that we have all environmental permits necessary to conduct our business and expect to obtain all necessary environmental permits for future activities. We believe that we have properly handled our hazardous materials and wastes and have appropriately remediated any contamination at any of our premises. For more information about risks related to environmental regulations, see “Item 3.D. Risk Factors.”

Legal Proceedings

We are a party to various litigation matters and claims that arise from time to time in the ordinary course of our business. For more information regarding legal proceedings involving the Company, see “Item 8.A. Consolidated Statements and Other Financial Information—Legal Proceedings.”

4.C. ORGANIZATIONAL STRUCTURE

Organizational Structure

Following the Spin-off, we became a separate, standalone company independent of SunPower. SunPower does not retain any ownership interest in us. See “Item 4.A. History and Development of the Company” for additional information.

The Company underwent a series of restructuring transactions in fiscal year 2024 that resulted in TZE, through its subsidiary TZE SG (as defined herein), becoming our controlling shareholder on August 30, 2024. TZE is an affiliate of TCL Technology Group (“TCL”), a China-based diversified global technology leader in display and solar-grade green silicon materials, TCL is also a renowned worldwide brand in consumer electronics and smart sustainable homes. TCL holds an aggregate indirect and direct shareholding interest in TZE of 29.91% as of December 31, 2024. For additional information about our transactions and affiliation with TZE, see “Item 7.B. Related Party Transactions.”

Following the November 26, 2024 announcement of a broad strategic restructuring of the Company’s business portfolio intended to focus the Company exclusively on sales to the U.S. market, on February 28, 2025, and March 31, 2025, the Company completed two transactions pursuant to which the Company divested its operations in the country of the Philippines and the sale of the “rest-of-the-world” distributed generation business. For more information regarding these transactions, see “Item 4.A. History and Development of the Company— Significant Acquisitions, Dispositions and other Events.”

Significant Subsidiaries

Below is a list of our significant subsidiaries as of December 31, 2024:

Name	Country of Incorporation	% of Equity Interest
Maxeon Solar Pte. Ltd	Singapore	100
SunPower Malaysia Manufacturing Sdn. Bhd.	Malaysia	100
SunPower Systems Sarl	Switzerland	100
SunPower Energy Solutions France SAS. ⁽¹⁾	France	100
SunPower Philippines Manufacturing Ltd. ⁽¹⁾	Cayman Islands	100

⁽¹⁾ On February 2025, 100% of the Company’s equity interest in SunPower Philippines Manufacturing Ltd. and SunPower Energy Solutions France SAS was acquired by subsidiaries of TZE, our controlling shareholder. See “*Item 4.A. History and Development of the Company— Significant Acquisitions, Dispositions and other Events*” for additional information.

ITEM 4.A. UNRESOLVED STAFF COMMENTS

Not Applicable.

4.D. PROPERTY, PLANTS AND EQUIPMENT

Our corporate headquarters is located in Singapore. The principal office for our international operations, which is also our registered office, is located in Singapore.

For a description of our manufacturing facilities and recent divestitures and closures thereof, see “*Item 4.B. Manufacturing and Supplies—Manufacturing.*”

Major Facilities

The following table sets forth our most significant facilities as of December 31, 2024:

Location	Size of Site (in square feet)	Held	Lease Term	Major Activity
France ⁽¹⁾	27,000	Owned	NA	Global support office
Malaysia ⁽²⁾	883,000	Owned	NA	Solar cell manufacturing and module assembly facility
Mexico ⁽²⁾	186,000	Leased	2027	Solar module assembly facility
Mexico ⁽²⁾	320,000	Leased	2026	Solar module assembly facility
Mexico	124,000	Leased	2027	Storage facility
Mexico	222,612	Leased	2032	Storage facility
Philippines ⁽³⁾	641,000	Owned	NA	Former solar cell manufacturing facility
Philippines ⁽³⁾	118,000	Owned	NA	Former solar module assembly facility
Philippines ⁽³⁾	163,000	Leased	2024	Solar cell manufacturing support and storage facility
Philippines ⁽³⁾	389,000	Owned	NA	Solar cell manufacturing facility
Philippines ⁽³⁾	65,000	Owned	NA	Global support offices
Singapore ⁽⁴⁾	37,000	Leased	2025	Global support offices and research and development facility
Singapore	8,500	Leased	2029	Global headquarters office
United States	60,500	Leased	2027	Executive office and research and development facility
United States	505,388	Leased	2029	Solar module assembly facility

⁽¹⁾ This is no longer one of our facilities. On March 31, 2025, the Company’s “rest-of-the-world” direct generation business was acquired by a subsidiary of TZE, our controlling shareholder. See “*Item 4.A. History and Development of the Company— Significant Acquisitions, Dispositions and other Events*” for additional information.

⁽²⁾ As part of our broader effort to establish U.S. domestic manufacturing, and due to broader macroeconomic factors, including but not limited to U.S. trade and tariff policy that have made it economically impractical to continue such operations, we are evaluating different options with respect to these facilities which may include the repurposing or sale of our facility in Malaysia and a permanent shutdown of our facilities in Mexico.

⁽³⁾ This is no longer one of our facilities. On February 28, 2025, 100% of the Company’s equity interest in certain non-U.S. subsidiaries of the Company was acquired by a subsidiary of TZE, our controlling shareholder. See

“Item 4.A. History and Development of the Company—Significant Acquisitions, Dispositions and other Events” for additional information.

⁽⁴⁾ As part of our efforts to centralize the research and development function in the Silicon Valley, we have ceased the activities at this facility. Subsequent to December 31, 2024, we have found an independent party to take over the remaining lease of this premise.

In 2023, we had entered into a purchase agreement with MDS Investments LLC (“MDS”) for the purchase of approximately 160 acres of land in Albuquerque, New Mexico (the “New Mexico Agreement”) which we have since reassessed following our entry into a National Security Agreement with the Department of Defense, Department of Energy and Department of the Treasury as monitoring agencies on behalf of Committee on Foreign Investment in the United States, under which we agreed to comply with certain conditions, including certain notification and annual reporting requirements, as well as limitations on the acquisition of property interests. As of December 31, 2023, the Company has recorded \$0.9 million relating to the deposits for the purchase of the Albuquerque land in “Other long-term assets” in our Consolidated Balance Sheets. In November 2024, the Company and TZE entered into a National Security Agreement (“NSA”) with the Department of Defense, Department of Energy and Department of the Treasury as monitoring agencies on behalf of CFIUS, pursuant to which the Company is subject to compliance with certain conditions, including certain notification and annual reporting requirements, as well as limitations on the acquisition of property interests. Consequently, such deposit has been written off and recorded in “Other, net” in the Consolidated Statements of Operation.

On November 13, 2024, we have executed a five-year lease for an existing manufacturing facility with capacity of up to 2 GW in Albuquerque, New Mexico. On March 28, 2025, we entered into an amendment to the lease to revise the timeline for certain owner-completed construction activities, some of which are now underway. We plan to begin solar panel production at the Albuquerque facility in 2026. We are continuing the development of our Albuquerque-based manufacturing facility and have completed early design and layout activities for its initial phase manufacturing. Our plan to develop a U.S. based manufacturing facility, contingent on us securing the necessary funding and other factors beyond our control. The Albuquerque facility is intended to incorporate next-generation technology developed by our Silicon Valley-based R&D team. We continue to prioritize development of our Albuquerque facility as well as identifying additional domestic component vendors to help support diversified manufacturing operations.

We believe that we have satisfactory title to our plants and facilities in accordance with standards generally accepted in our industry. We believe that all of our current production facilities are in good operating condition.

For information concerning our material plans to the facilities, see “Item 4.A. History and Development of the Company—Principal Capital Expenditures”.

Environmental, Social and Governance (“ESG”) Matters

We integrate core values of ESG into our business strategy to protect the environment, to add value to the business, manage risk and enhance our reputation. As a leader in the solar industry, we believe that setting a high standard for the entire solar industry is essential in protecting the environment and setting a high standard for the rights of workers. We intend to make a meaningful and positive impact on the environment, for the communities we serve, the energy industry, our stakeholders (including our workers) and beyond. Our sustainability approach is grounded in our purpose of Powering Positive Change. In 2025, we were honored to be ranked among the top 50 of the Corporate Knights Top 100 Most Sustainable Corporations 2024. Our ranking moved up from 44 to 22 globally and we ranked No. 1 in Singapore. We released our third Modern Slavery Statement, Circular Economy Policy and released our fourth annual Sustainability Report with new reporting climate-related risks and opportunities disclosures aligned to Task Force on Climate-related Financial Disclosures (“TCFD”), which is available on our website at <https://www.maxeon.com/>, prepared in accordance to the Global Reporting Initiative (“GRI”) Sustainability Reporting Standards, Core option, aligned to the Sustainability Accounting Standards Board (“SASB”), Singapore Exchange (“SGX”) Sustainability Reporting requirement, the United Nations Sustainable

Development Goals and TCFD. These reports are available on our website but the information contained in these reports or accessible through our website does not form part of this annual report.

Our ESG strategy centers around three main pillars, namely environmental, social and governance, across 14 key material topics divided across each of these three pillars that were identified in an assessment conducted among our stakeholders.

Environmental

As a testament to our commitment to producing solar panels that are as sustainable as the energy they produce, our SunPower Maxeon solar panels have been Cradle to Cradle certified since 2014, and received the certified Silver designation for our Maxeon 3, Maxeon 6 and Maxeon 7 panels sold in the United States as X-Series, M-Series and A-Series, respectively. Our P-Series P6 and P7 panels were also certified as Cradle to Cradle at the Bronze level. These certifications are a globally recognized measure of product sustainability from the Cradle to Cradle Products Innovation Institute. To achieve the certification, products are assessed across five categories: material health, material reutilization, renewable energy and carbon management, water stewardship, and social fairness. The certification recognizes products that are creating a positive impact on the environment and society by promoting a circular economy through their design and manufacturing.

We also recognize the importance of reducing our operational carbon footprint and strive to lower our own energy consumption, greenhouse gas (“GHG”) emissions, water consumption and waste. The following are some examples of our environmental ESG efforts:

- **Managing our carbon footprint:** . We design our products with energy consumption and emissions in mind, as evidenced through our innovative next-generation Maxeon 7 IBC solar panel with a conversion rate of 24.1%. We are also committed to managing our carbon footprint throughout our value chain, working collaboratively with suppliers, distribution partners and customers to drive holistic results across the lifecycle of our products and our operations. For instance, our ‘*Supplier Sustainability Guidelines*’ which require our suppliers to actively work to reduce the consumption of natural resources, including material such as polysilicon, and include sustainability criteria to track such supplier’s environmental impact.
- **Creating a circular economy:** Through our environmental sustainability initiatives in energy, water and waste management, we seek to move from a linear economy to a circular economy approach across our operations and to support the efforts of our customers to do the same. In December 2023, our Singapore HQ office was awarded Leadership in Energy and Environmental Design (“LEED”) Gold certification. This certification recognized our commitment to align design and product decision with LEED standards, to demonstrate our commitment to sustainability through the selection, design and construction of our new office. Our circular economy practices are set forth in the document “Powering a Circular Economy: Sustainable Manufacturing & Recycling” which is available at corp.maxeon.com/esgpolicies.

Social

The safety and well-being of our employees is paramount. Occupational health and safety is embedded in our day-to-day operations, from the product design stage through the review stage. For 2024, we reported zero work related fatalities and a total recordable incident rate of 0.00.

We are committed to human rights and fair labor practices which we implement through various internal policies and processes. Our Global Human Rights Policy sets standards for our global business conduct related to human rights and labor for employees, suppliers and any other business partners. Likewise, our Conflicts Minerals Policy sets forth our policy of avoiding the use of conflict minerals.

Maxeon understands the importance of supporting the communities where we live and work. We believe access to healthy environmental conditions is a fundamental human right. We aim to help correct inequities through our Maxeon Gives program which we launched in 2022. We also partnered with non-profits and government agencies on corporate social responsibility programmes globally to contribute back to the communities.

Furthermore, we believe in inclusion in our workforce and the communities we serve as reflected in our zero-tolerance policy towards all forms of discrimination and harassment in the workplace, which is available on our hiring statement under our sustainability report which stipulates that employment decisions are made on merit. The information contained on or accessible through our website does not form part of this annual report.

Governance

We believe that good governance is essential to creating and preserving value for our customers, shareholders and other stakeholders. This includes a sound approach to corporate governance that complies with all applicable laws, rules, regulations and policies as well as adherence to our values. We have an extensive set of corporate governance policies that include a Global Anti-Corruption Compliance Policy, an Insider Trading Policy, a Whistleblower Policy, a Global Human Rights Policy, a Modern Slavery Statement and a Conflict Minerals Policy as well as our Code of Ethics and Business Conduct.

We have established a governance structure to drive ESG strategies, initiatives and performance. Our ESG progress is supervised by our executive leadership team and further governed by our Nominating and Corporate Governance Committee, which consists of two independent directors and one director appointed by our controlling shareholder, TZE. As we strive towards remaining abreast of macro ESG trends, opportunities and risks, our Chief Legal & Sustainability Officer provides quarterly updates and presentations to the Committee on global ESG shifts, as well as our own ESG initiatives and progress. Maxeon has embedded sustainability into its company culture.

We also strive to maintain the integrity of our products and services. We have a Quality Policy which sets standards with regard to product quality and reliability. In addition to implementing comprehensive quality management systems, we provide our customers with a long-term warranty. Our research and development facilities are certified to internationally recognized standards, such as ISO 9001:2015 Quality Management System, ISO45001: 2018 Occupational Safety and Health Management System and ISO14001: 2015 Environmental Management System.

We are subject to laws and regulations concerning the environment, safety matters, regulation of chemicals and product safety in the countries where we manufacture and sell our products or otherwise operate our business. As a result, we have established internal policies and standards that aid our operations in systematically identifying relevant hazards, assessing and mitigating risks and communicating risk information. These internal policies and standards are in place to ensure our operations comply with relevant environmental, health and safety laws and regulations. In addition, we conduct periodic audits of our operations. The potential risks we identify are integrated into our business planning, including investments in reducing safety and health risks to our associates and reducing our impact on the environment. We have also dedicated resources to monitor legislative and regulatory developments and emerging issues to anticipate future requirements and undertake policy advocacy when strategically relevant.

Reporting

A notable part of our commitment to sustainable development and operations is our commitment to transparent reporting of ESG performance indicators, as we recognize the importance of this information to investors, lenders and others in understanding how we assess sustainability information and evaluate risks and opportunities. We have published an annual sustainability report (the "Sustainability Report") prepared in accordance to the GRI Sustainability Reporting Standards, Core option, aligned to the SASB, SGX Sustainability Reporting requirement and the United Nations SDGs, which includes our strategy, key performance indicators and achievements. We have also adopted the Task Force on Climate-Related Financial Disclosures ("TCFD") standards to further our sustainability performance, promote transparency and acknowledge the climate-related impacts associated with our organisation and its business and began our TCFD reporting in 2022. Our historical sustainability reports are available on our website at <https://www.maxeon.com/> under the heading "ESG and Sustainability".

Nothing on our website, including our Sustainability Report, Eligible Green Expenditures Progress Report, Green Bond Framework, Modern Slavery Statement and/or sections thereof, is deemed incorporated by reference into this Form 20-F.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

5.A. OPERATING RESULTS

This operating and financial review should be read together with the section captioned “Item 4.B. Business Overview” and the consolidated financial statements of Maxeon and the related notes to those statements included elsewhere in this Form 20-F. Among other things, those financial statements include more detailed information regarding the basis of preparation for the following information. The consolidated financial statements of Maxeon have been prepared in accordance with GAAP. This discussion contains forward-looking statements that involve risks and uncertainties. As a result of many factors, such as those set forth under “Risk Factors” and elsewhere in this Form 20-F, our actual results may differ materially from those anticipated in these forward-looking statements. Please see discussion under “*Special Note About Forward-Looking Statements*” in this Form 20-F.

The discussion and analysis of the financial condition and results of operations of certain items for the fiscal year ended January 1, 2023, and year-to-year comparison between fiscal year ended December 31, 2023, and January 1, 2023, that are not included in this Form 20-F can be found in “Item 5. Operating And Financial Review And Prospects” of our Form 20-F for the fiscal year ended December 31, 2023 filed on May 30, 2024, which is incorporated by reference herein.

Overview

We manufacture and supply solar cells and panels, and have begun bundling adjacent products such as microinverters, to resellers and commercial and residential end customers. We sell our solar panels primarily to dealers, project developers, system integrators and distributors, and recognize revenue at a point in time when control of such products transfers to the customer, which generally occurs upon shipment or delivery depending on the terms of the contracts with the customer. There are no rights of return. Other than standard warranty obligations, there are no significant post-shipment obligations (including installation, training or customer acceptance clauses) with any of our customers that could have an impact on revenue recognition. Our revenue recognition policy is consistent across all geographic areas. See “*Note 5. Revenue from Contracts with Customers*” to our consolidated financial statements.

During fiscal years 2024 and 2023, we had sales of \$31.4 million and \$206.0 million, respectively, to SunPower representing the sale of solar modules to SunPower pursuant to the 2022/2023 Supply Agreement. The 2022/2023 Supply Agreement, was amended on January 5, 2023 to increase minimum product volumes, update the pricing of IBC Modules for 2023 and extend exclusivity provisions that prohibit us from selling Maxeon 6 IBC Modules to anyone other than SunPower for use in the Domestic Territory until December 31, 2023. The pricing of our modules sold to SunPower was fixed for 2022 and 2023, based on the power output (in watts) of the IBC Module, but the pricing was updated to reflect current market trends. Additionally, either party had the right to terminate undelivered volumes of Maxeon 6 IBC Modules during 2023 if the parties failed to reach an agreement adjusting pricing in the event of fluctuations in cost of polysilicon above a specified threshold. On November 13, 2023, pursuant to the SunPower Settlement Agreement entered into between the Company and SunPower, the parties, amongst other matters, agreed to certain amended product orders and deliveries under the 2022/2023 Supply Agreement, which product deliveries took place in accordance with the volumes and schedule set out in the SunPower Settlement Agreement on a take-or-pay basis, at which time upon the performance of all related obligations thereunder, the 2022/2023 Supply Agreement would also terminate. The 2022/2023 Supply Agreement ended on December 31, 2023.

The Company and SunPower also previously entered into the 2024/2025 Supply Agreement for supply of certain volumes of Maxeon 6 IBC Modules to SunPower for use in residential installations in the Domestic Territory. However, the 2024/2025 Supply Agreement was terminated pursuant to the terms of SunPower Settlement Agreement.

Apart from the termination of the 2022/2023 Supply Agreement and 2024/2025 Supply Agreement in accordance with the terms of the SunPower Settlement Agreement, we have agreed with SunPower on our

obligation related to certain warranty claims. On top of this, we have been released (i) from the obligation to supply certain of its products exclusively to SunPower since March 31, 2024, and (ii) from the non-circumvention obligations under the 2022/2023 Supply Agreement since January 1, 2024. The SunPower Settlement Agreement also contemplated the issuance of warrants to purchase shares of SunPower's ordinary shares on January 1, 2024, which warrants will be exercisable in the period beginning 135 days from the warrant issuance date, through 2025, and the mutual release of claims arising from the SunPower Supply Agreements (each as defined under "Note 3. *Transactions with SunPower and TotalEnergies*."), subject to the terms and conditions set forth in the SunPower Settlement Agreement. On August 5, 2024, SunPower filed a voluntary petition for bankruptcy under Chapter 11 of the U.S. Bankruptcy Code. The warrants were rejected as part of the bankruptcy proceedings but limited impact is expected as any shares to be issued on exercise of the warrants have nominal value in light of SunPower's bankruptcy filing. While we do not know how SunPower's bankruptcy filing will ultimately affect the other terms of the SunPower Settlement Agreement, Maxeon's delivery obligations under the SunPower Settlement Agreement have been satisfied.

For further information, see "Note 3. *Transactions with SunPower and TotalEnergies*" to our consolidated financial statements included elsewhere in this Form 20-F.

Basis of Presentation

Refer to "Note 1. *Background and Basis of Presentation*" to our consolidated financial statements included elsewhere in this Form 20-F for the basis of presentation.

Trends and Uncertainties

Demand

Our business is subject to industry-specific seasonal fluctuations including changes in weather patterns and economic incentives that are based on tax credits, among other factors, that drive demand throughout the year. We have historically reflected these seasonal trends with the largest percentage of total revenues realized during the last two quarters of a fiscal year. Beginning on the third quarter of fiscal year 2023, we faced various industry factors and economic conditions that affected the demand, including increased competition and over-supply as compared to demand. The impact was prominent in the global DG markets and this trend continued into the fourth quarter of fiscal year 2024 and into 2025. Following the acquisition of certain assets from CSLR in October of 2023, we are now able to tap onto another US DG sales channel with established customer base and in 2024, we engaged in expanding our US DG sales channels. The detentions and subsequent denial of entry of our products by the U.S. CBP have also affected demand for our products as we have faced challenges procuring inventory to meet demand in the U.S.. For more information, please see Item 3.D. "*Risk Factors – Risks Related to Our Business – Our Maxeon 3, Maxeon 6 and Performance 6 solar panels continue to be detained and denied entry by U.S. Customs and Border Protection and these detentions, unless resolved, will continue to significantly and adversely affect our business, revenues, margins, results of operations and cash flows.*"

Volatility in the applied trade and tariff policy of the United States has created market challenges and opportunity at the same time, for us, and our supplier and customer bases, since the beginning of 2018. Safeguard tariffs imposed in February 2018 pursuant to Section 201 of the Trade Act of 1974 had significant market effects during the five ensuing years. While a technology-based exclusion for IBC products muted the impact on us, our solar products based on other technologies were and remain subject to the safeguard tariffs. The safeguard measure was extended in February 2022 for an additional four-year period. Bifacial cells and modules were initially subject to the safeguard measure, then excluded, then re-covered, then re-excluded pursuant to a November 2021 U.S. Court of International Trade Decision, and on January 14, 2022, the Biden Administration filed a notice of appeal against the decision before the U.S. Court of Appeals for the Federal Circuit. Proclamation 10339 definitively excluded bifacial panels from the safeguard measure with effect from February 7, 2022; that exclusion remains in effect today but is expected to be removed by the President of the U.S. with the result that bifacial modules would face tariffs for some or all of the measure's remaining 20 months. Proclamation 10339 also directed the U.S. Trade Representative ("USTR") to negotiate with Mexico and Canada with a view to exempting them; negotiations have concluded successfully with Canada but have not yet produced a result for Mexico. During the same timeframe, tariffs imposed on goods of PRC origin pursuant to Section 301 of the Trade Act of 1974 significantly affected trade in solar power system components and finished products. The Section 301 tariffs remain in force and have no specified expiration date.

During 2021, a distinct set of challenges arose for the U.S. solar market as a result of a "withhold release order" ("WRO") imposed pursuant to Section 307 of the Tariff Act of 1930 on products whose upstream silicon materials are sourced, or suspected of being sourced, from Hoshine Silicon Industry Co. Ltd. and its affiliates. The basis for this WRO was a finding that Hoshine and its affiliates utilize and benefit from forced labor in China's Xinjiang Province. U.S. Customs and Border Protection detained numerous incoming shipments of silica-based products (including PV solar modules) at ports of entry and subjected importers to a lengthy and arduous process of proving that no forced labor was involved at the furthest upstream stages of their supply chains. In response, some companies altogether stopped trying to ship solar products to the United States; at a number of under-construction U.S. solar projects, expected module deliveries did not materialize. The WRO remains in force and has been expanded legislatively via the Uyghur Forced Labor Prevention Act ("UFLPA"), signed into law on December 23, 2021, which establishes a presumption that all goods processed in Xinjiang Province utilize forced labor and are therefore ineligible for entry into the U.S. market. Given Xinjiang Province's major role in global production of polysilicon and upstream silica materials such as MGSI, and given China's current pre-eminence as a location for polysilicon ingoting and wafering, these developments necessitate and are triggering a significant re-configuration of many manufacturers' supply chains for the U.S. market.

These regulatory disruptions—on top of longstanding anti-dumping and countervailing duties on Chinese and Taiwanese solar cells and modules—have resulted and may continue to result in a wide range of impacts to the U.S. solar industry, global manufacturing market and our business, including market volatility, price fluctuations, and demand suppression.

Aside from the effects on our suppliers, customers, partners, and projects, we did not incur tariff charges for fiscal years 2024 and 2023.

Supply

Prior to the current strategic restructuring of our business, we previously sourced the materials and components for our solar cells and panels both internally and from third-party suppliers based on quality, performance, and cost considerations. We typically assembled proprietary components, while we purchased generally available components from third-party suppliers. In a few cases, proprietary components were only available from a sole supplier. We also purchased a portion of our Performance line solar panels from HSPV. On April 26, 2024, we entered into the 2024 HSPV Master Supply Agreement, pursuant to which HSPV and its affiliates would exclusively supply us with rooftop size Performance line solar modules that meet certain criteria. We formerly also purchased G12 wafers from TZE HK, a subsidiary of TZE. Following the sale of our "Rest-of-world" distributed generation business, we are currently not purchasing any Performance line solar modules from HSPV.

Given new tariffs and trade barriers applicable to Maxeon's legacy cell and module manufacturing facilities, the Company is establishing alternative manufacturing and supply chains. In connection with its plans to develop U.S. based manufacturing, contingent on the necessary funding and other factors beyond its control, we are also identifying additional domestic component vendors to help support diversified manufacturing operations. We intend to pursue further strategic partnerships and collaborations in connection with our plans to develop U.S. based manufacturing as well as our efforts to establish alternative manufacturing and supply chains. We will continue to comply with UFLPA and demonstrate best in class ESG practices and maintaining the highest standards of transparency. We are recognized as an industry-leading, ethical solar company and we have taken and will continue to take extraordinary measures to ensure a clean and traceable supply chain, free from forced labor.

For more information about our purchase commitments and obligations, see "Item 5.B *Liquidity and Capital Resources—Material Cash Requirements*" and "Note 9. *Commitments and Contingencies*" to our consolidated financial statements included elsewhere in this Form 20-F.

For a further discussion of trends, uncertainties and other factors that could impact our operating results, see the section entitled "*Risk Factors*" included elsewhere in this Form 20-F.

Critical Accounting Estimates

The preparation of these financial statements requires us to make estimates and judgments that affect the reported amount of assets and liabilities, revenues and expenses and related disclosure of contingent assets and liabilities at the date of our audited consolidated financial statements. Actual results may differ from these estimates under different assumptions or conditions.

Critical accounting estimates are those that reflect significant judgments or uncertainties, and which could potentially result in materially different results under different assumptions and conditions. We have described below what we believe are our most critical accounting estimates.

Due to the macro-economic trends such as the continued heightened geopolitical tensions and the ongoing war in Ukraine and the Israel-Hamas-Iran conflict, there has been continued uncertainty and disruption in the global economy and financial markets. We are not aware of any specific event or circumstance that would require updates to our estimates and judgments or require us to revise the carrying value of our assets or liabilities as of the date of issuance of this Form 20-F. These estimates may change as new events occur and additional information is obtained. Actual results could differ materially from these estimates under different assumptions or conditions.

There were no other significant changes in our critical accounting estimates during fiscal year 2024 compared to the prior period.

The following paragraphs describe the significant estimates and assumptions applied by management in the preparation of the consolidated financial statements.

Inventories valuation

Inventories are accounted for at approximate costs determined on a first-in-first-out basis and are valued at the lower of cost and net realizable value. Excess and obsolete inventory is written down to its estimated net realizable value if less than cost. The determination of the net realizable value associated with the eventual disposition of inventory involves significant judgments that consider a number of factors affected by market and economic conditions outside of the Group's control. In particular, the significant assumptions applied are sensitive to the expected demand which is developed based on our analysis of bookings, sales backlog, sales pipeline, market forecast, and competitive intelligence. In addition, expected demand by geography has changed historically due to changes in the availability and size of government mandates and economic incentives. We do not expect that there will be material change in future on estimates or assumptions that we used to record inventory at the lower of cost and net realizable value. However, if estimates or assumptions change based on unforeseen manner, we may be exposed to losses that could be material.

Long-Lived Assets

We evaluate our long-lived assets, including property, plant and equipment and definite-lived intangible assets, for impairment whenever events or changes in circumstances arise. This evaluation includes consideration of technology obsolescence that may indicate that the carrying value of such assets may not be recoverable. The assessments require significant judgment in determining whether such events or changes have occurred. Factors considered important that could result in an impairment review include significant changes in the manner of use of a long-lived asset or in its physical condition, a significant adverse change in the business climate or economic trends that could affect the value of a long-lived asset, significant under-performance relative to expected historical or projected future operating results, or a current expectation that, more likely than not, a long-lived asset will be sold or otherwise disposed of significantly before the end of its previously estimated useful life. Furthermore, the evaluation requires an estimates on the valuation assumption including future cash flows, economic useful lives of the long-lived assets.

We have recorded impairment charges of \$101.4 million as a result of the exit activity in connection to the different options we are evaluating with respect to these facilities, which may include the repurposing or sale of our facility in Malaysia and a permanent shutdown of our facilities in Mexico. In addition, we have also recorded impairment charges of \$55.2 million for the Philippines manufacturing facility and the Mexico Maxeon line module manufacturing facility as a result of the change of business plan.

Product Warranties

We generally provide a 25-year standard warranty for the solar panels that we manufacture for defects in materials and workmanship and for greater than promised declines in power performance. Effective from January 1, 2022, this has been extended to a 40-year standard warranty for certain Maxeon line modules in certain countries.

We maintain reserves to cover the expected costs that could result from these warranties. Our expected costs are generally in the form of product replacement or repair. Warranty reserves are based on our best estimate of such costs and based on various factors including historical warranty claims, results of accelerated lab testing, field monitoring, vendor reliability estimates, and data on industry averages for similar products. The estimates are updated periodically based on data returned from the field and actual cost to fulfil our product warranty obligation. Due to the potential for variability in these underlying factors which is dependent on external factors such as environmental conditions, materials replacement cost or other factors, the difference between our estimated costs and our actual costs could be material to our consolidated financial statements. Historically, warranty costs have been within our expectations. In fiscal year 2024, the Company recorded \$7.5 million in warranty benefit from change in estimate, of which \$2.2 million related to revision pursuant to reassessment of associated cost of the warranty obligation under the SunPower Settlement Agreement as a result of SunPower's bankruptcy announced in August 2024 and \$5.3 million related to improved failure rates, claims during the year and lower sales in FY24. The impact on net loss is \$7.5 million and related reduction to basic and diluted net loss per share for fiscal year 2024 was \$1.17.

Accounting for Income Taxes

The Company is subjected to income taxes in numerous jurisdictions. Significant judgement is required in determining the worldwide provision for income taxes. There are many transactions and calculations for which the ultimate determination is uncertain during the course of business. The Company records a valuation allowance to reduce the deferred tax assets to the amount that is more likely than not to be realized which depends on the ability to generate sufficient taxable income in the related jurisdiction in the future. In evaluating our ability to recover our deferred tax assets, we consider the available evidence, including the accumulated losses, timing and amount of reversal of taxable temporary differences.

The Company records accruals for uncertain tax positions when the Company believes that it is not more likely than not that the tax position will be sustained on examination by the taxing authorities based on the technical merits of the position.

Going concern

Our independent registered public accounting firm has rendered an unqualified opinion including an explanatory paragraph reflecting substantial doubt about our ability to continue as a going concern. The audited consolidated financial statements contained in this Annual Report on Form 20-F have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company identified that a substantial doubt exists if the Company is able to meet its obligations as they become due within 12 months of the date of the financial statements being issued. Principal conditions that gave rise to the substantial doubt include, the Company historically incurring net losses as indicated in the Company's accumulated deficit of \$1.4 billion at December 31, 2024 including the impact of its net loss of \$614.6 million for the year ended December 31, 2024 and a working capital deficiency of approximately \$72.5 million at December 31, 2024. Management evaluated the principal conditions that initially give rise to the substantial doubt and notes that the historical net losses and accumulated deficit impact are primarily made up of (i) the detention of our imports of solar panels into the U.S. since July 2024 by the U.S. Customs and Border Protection to inspect compliance with the Uyghur Forced Labor Prevention Act, (ii) the termination of our supply agreements with SunPower, who was previously our largest customer, and (iii) an overall economic environment in the solar panel industry characterized by demand slow-downs, oversupply and price reductions. Total debt of \$352.3 million on the balance sheet as of December 31, 2024 includes \$307.0 million of notes payable to the Company's controlling shareholder, TZE, who has a significant ownership percentage in the Company which provides potential incentive for TZE to extend or refinance such debt before the notes become due, as such notes have historically been extended and refinanced (see "Note 11. *Debt and Credit Sources*"). Management plans include, without limitation, (i) taking various steps to reduce our operating costs, and (ii) restructuring our outstanding trade payables. In order to achieve these plans, management has i) liquidated assets and will continue to liquidate assets that are not in line with its forward looking strategy such as the sale of its "rest-of-the-world" direct generation business, and ii) renegotiated the terms with suppliers and customers such as the renegotiation with TZE on the push out of payment of trade payables up to June 30, 2026 and delaying the commencement of effective date of the financial covenants to September 30, 2026. These conditions and the ability to successfully resolve these factors raise substantial doubt about the Company's ability to continue as a going concern. The consolidated financial statements of the Company do not include any adjustments that may result from the outcome of these aforementioned uncertainties. See "Note 2. *Summary of Significant Accounting Policies*" for additional information.

Components of Results of Operations**Revenue**

We recognize revenue from the sale of solar panels and related solar system components, primarily to dealers, system integrators and distributors, and in some cases on a multi-year, firm commitment basis. For a discussion of how and when we recognize revenue, see "Note 2. *Summary of significant accounting policies – Revenue Recognition*."

Cost of Revenue

We generally recognize our cost of revenue in the same period that we recognize related revenue. Cost of revenue includes actual cost of material, labor and manufacturing overhead incurred for revenue-producing units shipped. Cost of revenue also includes associated warranty costs and other costs. The cost of solar panels is the single largest cost element in our cost of revenue. Our cost of solar panels consists primarily of: (i) polysilicon, silicon ingots and wafers used in the production of solar cells, (ii) other materials and chemicals including glass, frame, and backing, and (iii) direct labor costs and assembly costs. Other factors that contribute to our cost of revenue include salaries and personnel-related costs, depreciation, facilities related charges, freight, as well as charges related to sales of raw materials inventory and write-downs.

Gross (Loss) Profit

Our gross (loss) profit is affected by a number of factors, including average selling prices for our solar power components, our product mix, our actual manufacturing costs, the utilization rate of our solar cell manufacturing facilities, inventory net realizable value charges, warranty cost, and actual overhead costs. In fiscal year 2024 and

2023, gross profit includes write-down of inventories and inventory related costs in connection to the various restructuring plans is \$4.9 million and \$24.3 million, respectively.

Research and Development

Our research and development activities are undertaken by our team in Silicon Valley in our research and development lab established in fiscal year 2022. Research and development expense consists of salaries and related personnel costs, overheads for the labs and equipment, and the cost of solar panel materials, various prototyping materials, and services used for the development and testing of products. Research and development expense is reported inclusive of payments made under collaborative arrangements. Please refer to “Note 3. *Transactions with SunPower and TotalEnergies*” to our consolidated financial statements included elsewhere in this Form 20-F.

Sales, General and Administrative

Sales, general and administrative expense consists primarily of salaries and related personnel costs, professional fees, bad debt expenses, and other selling and marketing expenses.

Restructuring

Restructuring expense of \$116.2 million and \$125.5 million in fiscal year 2024 and 2023, respectively consists of mainly costs associated with the Company’s September 2024 Restructuring Plan and September 2023 Restructuring Plan that was approved to rebalance our global operations to create efficiencies, improving cash flows and improve our product execution in alignment with our strategy. Restructuring charges are primarily comprised of impairment, cost of disposal and retirement of long-lived assets, including right of use assets, contract termination cost for capital expenditure, severance and benefits. See “Note 8. *Restructuring*” to our consolidated financial statements included elsewhere in this Form 20-F.

Other Expense, Net

Interest expense primarily relates to the Notes and other financing activities.

Other, net includes primarily remeasurement of the Prepaid Forward associated with our Green Convertible Notes, gains or losses on foreign exchange derivative instruments and interest income.

Income Taxes

Deferred tax assets and liabilities are recognized for temporary differences between financial statement and income tax bases of assets and liabilities. Valuation allowances are provided against deferred tax assets when management cannot conclude that it is more likely than not that some portion or all deferred tax assets will be realized.

Until we sold our equity interest in SPML, we benefitted from a preferential tax rate of 5% in the Philippines in accordance with our registration with the PEZA. We also benefit from a tax holiday granted by the Malaysian government to our former joint venture AUO SunPower Sdn. Bhd. (now our wholly owned subsidiary, SunPower Malaysia Manufacturing Sdn. Bhd.) subject to certain hiring, capital spending, and manufacturing requirements. The full tax exemption for the third and final five-year tranche of this incentive was reinstated in fiscal year 2023, subject to meeting certain conditions, and will expire on June 30, 2026. Our Swiss entity, SunPower Systems Sarl is subject to the statutory tax rate after the 2019 Switzerland tax reform that eliminated the auxiliary company designation starting fiscal year 2020. For additional information see “Note 2. *Summary of Significant Accounting Policies*” and “Note 13. *Income Taxes*” to our consolidated financial statements included elsewhere in this Form 20-F.

To combat tax avoidance, the Base Erosion and Profit Shifting (“BEPS”) project was created in 2013, being an initiative of the G20 (Group of twenty countries with the largest economies) together with the OECD, aimed at implementing 15 measures to improve the coherence of international tax rules and to minimize abusing of tax norms that result in erosion of the tax base. BEPS 2.0 is intended to address tax issues related to changes in business models in a globalized environment and targeted at multinational companies with an annual global turnover

exceeding EUR 750 million, aiming to implement a balance in the global tax collection of these companies by introducing a minimum effective global rate of 15% for each jurisdiction that the multinational group operates.

Starting in 2024, BEPS 2.0 come into effect in various countries and there are transition rules (Safe Harbor) which simplifies the calculation of the effective rate per jurisdiction to facilitate the adaptation for the affected group. Maxeon jurisdictions affected by BEPS 2.0 in 2024 are Switzerland, Italy, Germany, Spain, United Kingdom, Belgium, France, Netherlands, Australia and South Africa. Based on evaluation of countries affected by BEPS 2.0, the Company does not foresee additional top-up tax as a result of BEPS 2.0.

In the first quarter of 2025, we completed the sale of our equity interests in SPML and related assets located within the Philippines, as well as our “rest-of-world” distributed generation business. The sale of SPML was effected via a tax efficient jurisdiction and no income tax is expected to arise from this disposal. For the sale of our “rest-of-world” distributed generation business, in relation to the Mexican legal entity that was part of that transaction, we have estimated that tax of approximately \$0.3 million may be payable under local regulations. Other than this, we do not expect any material income tax to arise from the sale of “rest-of-the-world” distributed generation business due to a combination of loss on disposal for certain entities, sufficient tax allowance availability by certain disposer and exemption from tax given capital nature of the transaction. Prior tax benefits are attached to certain of the legal entities sold as part of the ROW distributed generation business and continues to be retained in the respective entities post-disposal.

Equity in Losses of Unconsolidated Investees

Equity in losses of unconsolidated investees represents our reportable share of losses generated from entities in which we own an equity interest accounted for under the equity method. On April 26, 2024, the Company, through its subsidiary, SunPower Manufacturing Corporation Limited, entered into an equity transfer agreement with Zhonghuan Hong Kong Holding Limited, a subsidiary of TZE, Maxeon’s largest shareholder, for the sale of all of the Company’s minority interest (approximately 16.27%) in HSPV, a joint venture established by SunPower Corporation, TZE and other former partner in 2016. See “Note 10. *Equity Investments*” to our consolidated financial statements included elsewhere in this Form 20-F.

Net Loss (Income) Attributable to Noncontrolling Interests

We determined that we hold controlling interests in certain less-than-wholly owned entities and have fully consolidated these entities as a result. Noncontrolling interests represent the portion of net assets in these consolidated subsidiaries that are not attributable, directly or indirectly, to us. Net loss (income) attributable to the noncontrolling interests represent the portion of our net loss (income) allocated to the noncontrolling interests.

Results of Operations

Set forth below is a discussion of our results of operations for the periods indicated and the summary of selected financial results derived from our consolidated financial statements and related notes appearing elsewhere in this Form 20-F:

	Fiscal Year Ended	
	December 31, 2024	December 31, 2023
(In thousands)		
Selected Consolidated Statements of Operations Data:		
Revenue	\$ 509,048	\$ 1,123,110
Cost of revenue	758,461	1,044,995
Gross (loss) profit	(249,413)	78,115
Operating expenses	327,227	297,320
Operating loss	(576,640)	(219,205)
Other expense, net	(19,982)	(54,321)
Loss before income taxes and equity in losses of unconsolidated investees	(596,622)	(273,526)
(Provision for) benefits from income taxes	(17,952)	626
Equity in losses of unconsolidated investees	—	(2,811)
Net loss	(614,574)	(275,711)
Net loss attributable to the stockholders	\$ (614,300)	\$ (275,829)

Revenue and Cost of Revenue

	Fiscal Year Ended	
	December 31, 2024	December 31, 2023
(In thousands)		
Revenue	\$ 509,048	\$ 1,123,110
Cost of revenue	758,461	1,044,995
Gross (loss) profit percentage	(49)%	7 %

During fiscal year 2024, we recognized revenue of \$509.0 million from sales of modules and components with shipments of 1,407MW, of which \$31.4 million, or 6.2% of total revenue, represented sales of solar modules to SunPower. During fiscal year 2023, we recognized revenue from sales of modules and components of \$1,123.1 million with shipments of 2,862MW, of which \$206.0 million, or 18.3% of total revenue, represented sales of solar modules to SunPower. For fiscal year 2024, we had one customer that accounted for more than 10% of revenue. For fiscal year 2023, except for revenue transactions with SunPower, we had one other customer that accounted for more than 10% of revenue. The decrease of \$614.1 million in revenue as compared to fiscal year 2023 was primarily due to the detention of Maxeon's imports of solar modules into the U.S. since July 2024 by the U.S. Customs & Border Patrol ("CBP") to inspect compliance with the Uyghur Forced Labor Prevention Act ("UFLPA"). This has prevented the Company from fulfilling orders to the U.S., which has been one of our largest markets. This was further exacerbated by the voluntary termination of the supply agreements with SunPower. In addition to this, the industry-wide demand slowdown in the global DG business, primarily driven by lower volume and lower selling prices, particularly in Europe, as a result of over-supply in the market which led to downward pressure on selling prices also contributed to the overall reduction in revenue.

Cost of revenue was \$758.5 million in fiscal year 2024. The decrease of \$286.5 million in cost of revenue compared to fiscal year 2023 was primarily due to lower shipments driven by lower demand. This was partially

offset by high manufacturing overhead mainly coming from higher inventory write-down to net realizable value and higher excess capacity costs attributable to the idling of our manufacturing facilities as a result of the end of life of certain technology.

Cost of revenue was \$1,045.0 million in fiscal year 2023 and includes reversal of warranty provisions amounting to \$11.9 million in connection with the SunPower Settlement Agreement and revision of accounting estimates. It also includes inventory impairment and other inventory-related costs of \$24.3 million in connection to the September 2023 Restructuring Plan.

Revenue by Geography

(In thousands)	Fiscal Year Ended	
	December 31, 2024	December 31, 2023
United States	\$ 320,626	\$ 645,112
Italy	60,943	139,506
Rest of world ⁽¹⁾	127,479	338,492
Total revenue	\$ 509,048	\$ 1,123,110

⁽¹⁾ Revenue included under "Rest of the world" comprise of countries that are individually less than 10% for the periods presented.

Revenues are attributed to U.S. and international geographies primarily based on the destination of the shipments. The decrease in sales attributed to the U.S by 50.3% or \$324.5 million compared to fiscal year 2023 was mainly due to decrease in sales for the utility-scale business as a result of the detentions of our products by the U.S. CBP and lower sales to SunPower of \$31.4 million for fiscal year 2024 as compared to \$206.0 million for fiscal year 2023.

Operating Expenses

(In thousands)	Fiscal Year Ended	
	December 31, 2024	December 31, 2023
Operating expenses:		
Research and development	\$ 37,550	\$ 45,700
Sales, general and administrative	173,523	126,100
Restructuring charges	116,154	125,400
Total operating expenses	\$ 327,227	\$ 297,300

Research and Development Expenses

Research and development expenses were \$37.6 million in fiscal year 2024, primarily associated with expenditures for the development of our Maxeon 7 and Maxeon 8 cell and panel technology, comprised primarily of compensation expense (including stock-based compensation) of \$20.4 million, as well as facilities expense of \$5.4 million, research and development materials of \$1.6 million, expenses for leased equipment of \$0.8 million, external services of \$2.4 million and depreciation and amortization expense of \$1.6 million. The decrease in research and development expenses of \$8.2 million as compared to fiscal year 2023 is mainly due to lower research and development personnel and non-recurrence of discretionary expense which resulted in lower compensation charges of \$4.2 million, lower facilities expense of \$0.7 million, lower research and development materials of \$0.6 million and external services of \$0.6 million.

Research and development expenses were \$45.7 million in fiscal year 2023, primarily associated with expenditures on our Maxeon 6 and Maxeon 7 cell and panel technology, comprised primarily of compensation expense (including stock-based compensation) of \$27.3 million, as well as facilities expense of \$6.1 million, expenses for leased equipment of \$1.3 million, research and development materials of \$2.2 million, external consulting of \$3.1 million and depreciation and amortization expense of \$1.7 million. Included in these expenses is \$1.9 million related to the Product Collaboration Agreement with SunPower. Please refer to “Note 3. *Transactions with SunPower and TotalEnergies*” to our consolidated financial statements included elsewhere in this Form 20-F.

Sales, General and Administrative Expenses

Sales, general and administrative expenses were \$173.5 million in fiscal year 2024 and were comprised primarily of \$79.6 million of compensation expenses (including stock-based compensation) and \$48.1 million of professional fees and outside services, as well as \$12.1 million of expected credit loss provision of SunPower’s receivables, \$9.9 million of equipment-related expenses, \$4.3 million of insurance expenses, \$3.4 million of facilities related costs including rent, utilities and maintenance, and \$3.1 million of depreciation expense. The increase of sales, general and administrative expenses of \$47.4 million as compared to 2023 is primarily driven by higher compensation expenses of \$16.6 million due to merit increase and also higher stock-based compensation as a result of accelerated vesting, higher professional fees and outside services of \$19.6 million for legal and consulting related services, higher expected credit loss provision of \$12.1 million and write-off of goodwill and customer relationships of \$2.2 million

Sales, general and administrative expenses were \$126.2 million in fiscal year 2023 and comprised primarily of \$63.1 million of compensation expenses (including stock-based compensation), \$28.4 million of professional fees and outside services, \$4.2 million of insurance expenses, \$9.7 million of equipment related expenses, \$3.5 million of facilities related costs including rent, utilities and maintenance, and \$2.2 million of depreciation expense. Included in these expenses is a net credit of \$0.1 million related to the transition services agreement with SunPower.

Restructuring charges

Restructuring expense for fiscal year 2024 was \$116.2 million. The majority of the cost relates to our September 2024 Restructuring Plan which affected the Company’s global operations. The charges incurred are in connection to impairment, cost of disposal and retirement of long-lived assets, including right of use assets, contract termination cost for capital expenditure and severance and benefits. Restructuring expense was \$125.5 million in fiscal year 2023. The majority of the cost relates to our September 2023 restructuring plan.

See “Note 8. *Restructuring*” to the consolidated financial statements for further information regarding our restructuring plans.

Other expense, net

(In thousands)	Fiscal Year Ended	
	December 31, 2024	December 31, 2023
Other expense, net		
Interest expense	\$ (45,366)	\$ (42,438)
Interest income	2,087	9,387
Loss on extinguishment of debt	34,744	—
Other, net	(11,447)	(21,270)
Other expense, net	\$ (19,982)	\$ (54,321)

Of the total \$45.4 million in interest expense incurred during fiscal year 2024, \$12.2 million relates to the Green Convertible Notes due 2025, \$21.1 million relates to the Existing 1L Notes and \$11.1 million relates to the New 1L Notes. The remaining interest expense relates to the Company's other outstanding debt arrangements.

Of the total \$42.4 million in interest expense incurred during fiscal year 2023, \$16.4 million relates to the Green Convertible Notes due 2025, \$19.0 million relates to the Existing 1L Notes and \$2.1 million relates to interest expense on significant financing component on prepayments received. The remaining interest expense relates to the Company's other outstanding debt arrangements.

Other, net for fiscal year 2024 primarily comprised of write-off of capital expenditure and deferred financing cost of \$21.6 million, a \$16.0 million loss on the remeasurement of Prepaid Forward associated with the Green Convertible Notes, goodwill impairment of 7.9 million and a 5.0 million loss on the remeasurement of warrants, offset by gain on sale of our equity interest in Huansheng Photovoltaic (Jiangsu) Co., Ltd ("HSPV") of \$24.1 million, \$11.4 million of income from sale of intellectual property and foreign exchange gain of \$4.7 million.

Other, net for fiscal year 2023 primarily comprised of \$18.4 million loss on remeasurement of the Prepaid Forward associated with the Green Convertible Notes and loss of \$2.7 million on derivative instruments.

Income Taxes

	Fiscal Year Ended	
	December 31, 2024	December 31, 2023
(In thousands)		
(Provision for) benefits from income taxes	\$ (17,952)	\$ 626

In fiscal year 2024, our income tax expense of \$18.0 million was primarily due to tax expenses arises from our margin guaranteed jurisdiction and certain provisions made on our incentivized operation.

In fiscal year 2023, our income tax credit of \$0.6 million was primarily due to the reversal of deferred tax expenses arising from the reinstatement of our tax incentive in Malaysia in 2023, offset against the tax expense of jurisdictions that were profitable.

Equity in Losses of Unconsolidated Investees

The decrease of \$2.8 million in equity in losses of unconsolidated investee was primarily due to the limit of the share of losses under equity method to the total cost of investment under ASC 323. HSPV was our joint-venture with TZE until April 26, 2024 when we entered into an equity transfer agreement to divest all of our equity interest through a sale to TZE.

Net Income Attributable to Noncontrolling Interests

For the fiscal years 2024 and 2023, we attributed \$0.3 million of net loss and \$0.1 million of net income, respectively, to noncontrolling interests. The lower net income attributable to noncontrolling interests was a result of less profitable operations from our consolidated investee during fiscal year 2024.

Reconciliation of Non-GAAP Financial Measures

We present certain non-GAAP measures such as non-GAAP gross profit (loss), non-GAAP operating expenses and earnings before interest, taxes, depreciation and amortization ("EBITDA") adjusted for stock-based compensation, loss related to settlement of price escalation dispute, restructuring charges and fees, remeasurement (loss) gain on prepaid forward and physical delivery forward, and equity in losses of unconsolidated investees ("Adjusted EBITDA") to supplement our consolidated financial results presented in accordance with GAAP. Non-GAAP gross profit (loss) is defined as gross profit (loss) excluding stock-based compensation, restructuring charges and fees, and loss related to settlement of price escalation dispute. Non-GAAP operating expenses is defined as operating expenses excluding stock-based compensation and restructuring charges and fees.

We believe that non-GAAP gross profit (loss), non-GAAP operating expenses and Adjusted EBITDA provide greater transparency into management's view and assessment of the Company's ongoing operating performance by removing items management believes are not representative of our continuing operations and may distort our longer-term operating trends. We believe these measures are useful to help enhance the comparability of our results of operations across different reporting periods on a consistent basis and with our competitors, distinct from items that are infrequent or not associated with the Company's core operations as presented above. We also use these non-GAAP measures internally to assess our business, financial performance and current and historical results, as well as for strategic decision-making and forecasting future results. Given our use of non-GAAP measures, we believe that these measures may be important to investors in understanding our operating results as seen through the eyes of management. These non-GAAP measures are neither prepared in accordance with GAAP nor are they intended to be a replacement for GAAP financial data, should be reviewed together with GAAP measures and may be different from non-GAAP measures used by other companies.

Each of the non-GAAP financial measures excludes one or more of the following items in arriving to the non-GAAP measures:

- *Stock-based compensation expense.* Stock-based compensation relates primarily to equity incentive awards. Stock-based compensation is a non-cash expense that is dependent on market forces that are difficult to predict and is excluded from non-GAAP gross profit (loss), non-GAAP operating expense and Adjusted EBITDA. Management believes that this adjustment for stock-based compensation expense provides investors with a basis to measure our core performance, including the ability to compare our performance with the performance of other companies, without the period-to-period variability created by stock-based compensation.
- *Provision for expected credit losses.* This relates to the expected credit loss in relation to the financial assets under the Separation and Distribution Agreement dated November 8, 2019 (the "SDA") entered into with SunPower Corporation ("SunPower") in connection with the Company's spin-off from SunPower. Such loss is excluded from non-GAAP operating expense and Adjusted EBITDA as this relates to SunPower's business, which Maxeon did not and will not have economic benefits to, as the Company's involvement is solely through SunPower's now-terminated indemnification obligations set forth in the SDA. We have recorded the expected credit loss as a result of SunPower's Chapter 11 bankruptcy filing due to our expectation that SunPower will not meet its prior indemnification obligations to us under the SDA. As such, management believes that this is not part of core operating activity and it is appropriate to exclude the provision for expected credit losses from our non-GAAP financial measures as it is not reflective of ongoing operating results nor do these charges contribute to a meaningful evaluation of our past operating performance.
- *Restructuring charges and fees.* We incur restructuring charges, inventory impairment and other inventory related costs associated with the re-engineering of our IBC capacity, and fees related to reorganization plans and business acquisition aimed towards realigning resources consistent with our global strategy and improving its overall operating efficiency and cost structure. Restructuring charges and fees are excluded from non-GAAP gross profit (loss), non-GAAP operating expenses and Adjusted EBITDA because they are not considered core operating activities. Although we have engaged in restructuring activities and initiatives, past activities have been discrete events based on unique sets of business objectives. As such, management believes that it is appropriate to exclude restructuring charges and fees from our non-GAAP financial measures as they are not reflective of ongoing operating results nor do these charges contribute to a meaningful evaluation of our past operating performance.
- *Remeasurement loss on prepaid forward and physical delivery forward.* This relates to the mark-to-market fair value remeasurement of privately negotiated prepaid forward and physical delivery transactions. The transactions were entered into in connection with the issuance on July 17, 2020 of the 6.50% Green Convertible Senior Notes due 2025 for an aggregate principal amount of \$200.0 million. The prepaid forward is remeasured to fair value at the end of each reporting period, with changes in fair value booked in earnings. The fair value of the prepaid forward is primarily affected by the Company's share price. The physical delivery forward was remeasured to fair value at the end of the Note Valuation Period on

September 29, 2020, and was reclassified to equity after remeasurement, and will not be subsequently remeasured. The fair value of the physical delivery forward was primarily affected by the Company's share price. The remeasurement loss (gain) on prepaid forward and physical delivery forward is excluded from Adjusted EBITDA because it is not considered core operating activities. As such, management believes that it is appropriate to exclude the mark-to-market adjustments from our Adjusted EBITDA as it is not reflective of ongoing operating results nor do the loss contribute to a meaningful evaluation of our past operating performance.

- *Remeasurement loss on warrants.* This relates to the mark-to-market fair value remeasurement of exchange warrants and investor warrants. The transactions were entered into in connection with the exchange of 99.25% of the 2025 Notes with aggregate notional amount of \$200 million and the 9.00% Convertible First Lien Senior Secured Notes due 2029 of \$97.5 million, both entered on June 20, 2024. The investor warrants were remeasured to fair value prior to them being exercised and were reclassified to equity, and will not be subsequently remeasured. The exchange warrants were remeasured to fair value on September 12, 2024, and were reclassified to equity after on such date, and will not be subsequently remeasured. The fair value of the warrants was primarily affected by the Company's share price. The remeasurement loss on warrants is excluded from Adjusted EBITDA because it is not considered a core operating activity. As such, management believes that it is appropriate to exclude the mark-to-market adjustments from our Adjusted EBITDA as it is not reflective of ongoing operating results nor do the loss contribute to a meaningful evaluation of our past operating performance.
- *Equity in losses of unconsolidated investees and related gains.* This relates to the loss on our former unconsolidated equity investment in HSPV and gains on such investment on divestment. This is excluded from our Adjusted EBITDA financial measure as it is non-cash in nature and not reflective of our core operational performance. As such, management believes that it is appropriate to exclude such charges as they do not contribute to a meaningful evaluation of our performance.
- *Gain on extinguishment of debt.* This relates to the gain that arose from the substantial modification in June 2024 of our Green Convertible Senior Notes due 2025 (the "Green Convertible Notes") and First Lien Senior Secured Convertible Notes due 2027, offset by the loss as a result of early redemption by the noteholders of the remaining Green Convertible Notes who has not opted for the exchange. Gain on debt extinguishment is excluded from Adjusted EBITDA because it is not considered part of core operating activities. Such activities are discrete events based on unique sets of business objectives. As such, management believes that it is appropriate to exclude the gain on extinguishment of debt from our non-GAAP financial measures as it is not reflective of ongoing operating results nor do these charges contribute to a meaningful evaluation of our past operating performance.

Reconciliation of Non-GAAP Financial Measures

(In thousands)	Fiscal Year Ended	
	December 31, 2024	December 31, 2023
Gross (loss) profit⁽³⁾	\$ (249,413)	\$ 78,115
Stock-based compensation	2,474	989
Restructuring charges and fees ⁽¹⁾	4,921	24,839
Non-GAAP Gross (loss) profit⁽³⁾	(242,018)	103,943
GAAP Operating expenses	327,227	297,320
Stock-based compensation	(26,226)	(17,338)
Restructuring charges and fees ⁽²⁾	(126,216)	(126,854)
Provision for expected credit losses	(12,061)	—
Non-GAAP Operating expenses	162,724	153,128
GAAP Net loss attributable to the stockholders⁽³⁾	\$ (614,300)	(275,829)
Interest expense, net	43,279	33,051
Provision for (benefits from) income taxes	17,952	(626)
Depreciation	42,108	55,685
Amortization	658	195
EBITDA⁽¹⁾	(510,303)	(187,524)
Stock-based compensation	28,700	18,327
Provision for expected credit losses	\$ 12,061	\$ —
Restructuring charges and fees	131,137	151,693
Remeasurement loss on prepaid forward	16,117	18,363
Remeasurement loss on warrants	4,966	—
Equity in losses of unconsolidated investees and related gain	(24,083)	2,811
Loss on extinguishment of debt	(34,744)	—
Adjusted EBITDA	(376,149)	3,670

⁽¹⁾ For fiscal year ended December 31, 2024, \$4.9 million of inventory write-down and related charges connected to the evaluation of a permanent shutdown for our Performance line manufacturing capacity and re-engineering of our IBC manufacturing capacity as further described in footnote (2)

⁽²⁾ For fiscal year ended December 31, 2024, \$116.2 million related to cost associated with rebalancing our global operations and associated exit activities in connection to our IBC and Performance line manufacturing operations. Of this amount, \$101.4 million related to impairment of long-lived assets and \$19.9 million related to the global reduction in force, including severance payment and advisory fees. The above was offset with net gain of \$9.0 million related to contract termination cost as part of the negotiation with vendor .

5.B. LIQUIDITY AND CAPITAL RESOURCES**Current Sources of Liquidity and Capital Resources**

As of December 31, 2024, we had unrestricted cash and cash equivalents of \$28.9 million, restricted cash of \$2.1 million as compared to \$190.2 million of unrestricted cash and cash equivalents and \$5.3 million of restricted cash as of December 31, 2023.

Our primary sources of liquidity are cash generated from operations, customer advances in connection with certain of our supply agreements, financing obtained through equity issuance, convertible debt issuances and a revolving credit facility. Additionally, in the fourth quarter of fiscal year 2024 and in the first quarter of fiscal year 2025, we have engaged in a series of transactions with TZE relating to the disposition of certain assets and subsidiaries of the Company as part of our effort to focus on the U.S. market. See “*Item 4.A. History and Development of the Company— Significant Acquisitions, Dispositions and other Events*” with respect to our dispositions and refer to “*Note 5. Revenue from contracts with customers*” to our consolidated financial statements for more details on the amortization of the customer advances. The Company has also pledged certain equipment assets and inventory to serve as collateral for some of these advances from customers. See also “*Note 11. Debt and Credit Sources*” and “*Note 14. Ordinary Shares*” to our consolidated financial statements for more details on the debt and equity financings.

Cash Flows

A summary of the sources and uses of cash, cash equivalents, restricted cash and restricted cash equivalents is as follows:

	Fiscal Year Ended	
	December 31, 2024	December 31, 2023
(In thousands)		
Net cash used in operating activities	\$ (270,156)	\$ (254,295)
Net cash (used in) provided by investing activities	(25,243)	13,926
Net cash provided by financing activities	141,233	167,951

Operating Activities

Net cash used in operating activities in fiscal year 2024 was \$270.2 million and was primarily driven by net loss of \$614.6 million and an unfavorable change in working capital of \$70.3 million. This was offset by (i) non-cash charges of \$361.3 million related to impairment of property, plant and equipment, depreciation and amortization, stock-based compensation, excess or obsolete inventories and other non-cash charges; (ii) \$12.8 million non-cash interest expense primarily attributable to amortization of stock lending fees and accretion associated with the Green Convertible Notes/2L Notes, Existing 1L Notes and New 1L Notes; and (iii) non-cash remeasurement loss on Prepaid Forward of \$16.1 million.

The unfavorable working capital movement arose from a net utilization of \$168.1 million of contract liabilities, mainly from advance collections from customers for certain sale contracts, a decrease of \$7.6 million in accounts payable and other accrued liabilities due to timing of settlement of invoices, an increase in inventories of \$50.1 million, driven primarily by the detention of certain of our products by the U.S. Customs & Border Protection beginning in July 2024, increase in accounts receivables of \$42.6 million, primarily attributable to billing and collection cycles. These are partially offset by a decrease in prepaid expenses and other assets of \$0.9 million.

Net cash used in operating activities in fiscal year 2023 was \$254.3 million and was primarily driven by net loss of \$275.7 million and an unfavorable change in working capital of \$171.6 million. This was offset by (i) non-cash charges of \$162.2 million related to depreciation and amortization, stock-based compensation and other non-cash charges; (ii) a \$9.1 million non-cash interest expense primarily attributable to amortization of stock lending fees and

accretion associated with the Green Convertible Notes and Existing 1L Notes; (iii) non-cash equity in losses of unconsolidated investee of \$2.8 million; and (iv) non-cash remeasurement loss on Prepaid Forward of \$18.4 million.

The unfavorable working capital movement arose from a net utilization of \$55.1 million of contract liabilities, mainly from advance collections from customers for certain sale contracts, a decrease in accounts payable and other accrued liabilities of \$97.7 million due to timing of settlement of invoices, an increase in inventories of \$43.5 million, increase in accounts receivables of \$8.3 million, primarily attributable to billing and collection cycles. These are partially offset by a decrease in prepaid expenses and other assets of \$29.7 million.

Investing Activities

Net cash used in investing activities in fiscal year 2024 was \$25.2 million. This is primarily due to \$52.1 million of capital expenditures. This was partially offset by (i) the proceeds from sale of equity interest in our former joint venture of \$24.0 million, (ii) net redemption of short-term securities amounting to \$1.3 million and (iii) proceeds from asset held for sale of \$0.5 million.

Net cash provided by investing activities in fiscal year 2023 was \$13.9 million, which was primarily due to net redemption of short-term securities amounting to \$76.0 million and proceeds from asset held for sale of \$6.0 million, which is partially offset by capital expenditures amounting to \$67.5 million.

See “Item 4.A. History and Development of the Company— Significant Acquisitions, Dispositions and other Events” and “Item 4.A. History and Development of the Company – Principal Capital Expenditures” and for more information.

Financing Activities

Net cash provided by financing activities in fiscal year 2024 was \$141.2 million. The significant cash activities were the proceeds from the issuance of the ordinary shares of \$96.4 million and issuance of the Existing 1L Notes of \$70.1 million offset by net debt repayment of \$23.3 million. The gross inflows and outflows for the year were \$217.8 million and \$74.6 million respectively.

Net cash provided by financing activities in fiscal year 2023 was \$168.0 million. The significant cash activities were the proceeds from the issuance of the ordinary shares of \$193.5 million, offset by net debt repayment of \$25.0 million. The gross inflows and outflows for the year were \$389.1 million and \$221.2 million respectively.

Material Cash Requirements

As of December 31, 2024 and December 31, 2023, our outstanding debt was \$352.3 million and \$433.6 million, respectively.

We expect total capital expenditures ranging from \$7 million to \$11 million in fiscal year 2025. As of December 31, 2024, we had \$4.4 million committed to capital expenditures through the issuance of purchase orders. The capital expenditures mainly relate to our planned investments in our next generation Maxeon 8 technology and certain regular updates to our IT infrastructure.

Inflationary price increases impacting the cost of raw materials, manufacturing equipment, labor, electricity, and logistics services have had and could continue to have the effect of increasing our capital requirements. Additionally, shortages and shipping delays may require us to expend additional working capital to accumulate more buffer stocks of raw materials, semi-finished or finished goods.

Additionally, from time-to-time, we are required to provide financial and performance assurance to third parties and in connection with such obligations we procure letters of credit, bank guarantees, and surety bonds. The additional debt supporting these instruments results in increased expenses, collateralization and would likely impose new restrictive covenants.

Anticipated Sources of Funds

The Company has suffered recurring losses from operations and had an accumulated deficit of \$1,410.4 million as of December 31, 2024. Further, since the third quarter of 2023, the worldwide solar industry has suffered from oversupply and intense competition, as well as lower demand in our key markets driven by regulatory changes and a higher global interest-rate environment. All these factors have contributed to a steep fall in average selling prices that has negatively impacted our revenue, profitability and cash flows. Furthermore, the ongoing denial of entry into the U.S of our products by the U.S. CBP since July 2024, which has currently rendered us unable to generate cash flow from the sale of such detained products and consequently, resulting in several large customers in the United States to cancel or defer their off-take commitments, further contributed to the deterioration of the Company's financial condition. Our unrestricted cash and cash equivalent balance as at December 31, 2024 was \$28.9 million. If the current market conditions persist and the Company is not successful in raising additional capital, the Company will not have sufficient liquidity to meet its financial obligations as and when they come due, and may be required to delay, limit, and/or reduce its operational activities, or ultimately declare bankruptcy. As such, there is substantial doubt about the Company's ability to continue as a going concern.

As part of the efforts to raise additional financing to alleviate the substantial doubt on going concern, the Company is liquidating assets that are not in line with the forward looking strategy, including but not limited to the sale of our "rest-of-the world" direct generation business and operations in the Philippines pursuant to two partially binding term sheets previously announced on November 26, 2024. Such transactions closed on February 28, 2025 and March 31, 2025, respectively, for a total consideration of \$101.6 million, including the entering of the Procurement Agency Agreement. For more information about these transactions, see "*Item 4.A. History and Development of the Company — Significant Acquisitions, Dispositions and other Events.*" and "*Note 20 Subsequent event*".

In addition, management has renegotiated the payment terms with our largest shareholder, TZE, for deferral of the outstanding trade payables of not more than \$21.7 million up to June 30, 2026. On top of this, TZE has agreed to push out the commencement date of the financial covenants of the New 1L Notes to begin on September 30, 2026 and explore arrangements to bear the associated cost of the development of future technology. In addition, the Company has taken steps to enhance its ability to fund its operational expenses by reducing various costs and additionally, is prepared to take additional steps as and when necessary to renegotiate with suppliers and customers to restructure its liabilities. In aggregate, while there can be no assurances that the Company will be able to execute all its plans, specifically those involving external stakeholders, management believes that the funding plans, when implemented, will mitigate the relevant conditions or events that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued. Accordingly, we have prepared the consolidated financial statements on the going concern basis. In addition, the Company has taken steps to enhance its ability to fund its operational expenses by reducing various costs and additionally, is prepared to take additional steps as and when necessary to renegotiate with suppliers and customers to restructure its liabilities. In aggregate, while there can be no assurances that the Company will be able to execute all its plans, specifically those involving external stakeholders, management believes that the funding plans, when implemented, will mitigate the relevant conditions or events that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued. Accordingly, we have prepared the consolidated financial statements on the going concern basis.

The current economic environment and market conditions could limit our ability to raise capital on acceptable terms or at all, and lenders may be unwilling to lend funds on acceptable terms or at all in the amounts that would be required to supplement cash flows to support our funding needs. The sale of additional equity or convertible debt

securities would result in dilution to our stockholders and additional debt would also result in increased expenses, collateralization and would likely impose new restrictive covenants.

The Company will continue to pursue opportunities to seek additional funding from time to time to fund capital expenditures and to better position it for execution on its strategy and to weather the challenges facing the industry. However, the Company can make no assurance that it will be able to successfully obtain additional financing.

In addition to pursuing financing opportunities, whilst we re-build our manufacturing capabilities as part of our restructuring efforts and re-orient our business to the U.S. market, we continue to focus on improving our overall liquidity by assessing and evaluating different options that may be available to us, such as reducing discretionary capital expenditures, selling existing inventories which remain with the Company to third parties while balancing the liquidity considerations and maximizing the returns from such sales, liquidating certain investments, evaluating additional restructuring plans or strategic options and renegotiating for more favorable payment terms with customers and vendors. From time to time, we evaluate our staffing levels in response to changes in our business needs and demand for our products in order to manage costs and improve performance which may result in restructuring of our workforce and associated costs. Given the dynamic nature of the markets we operate in, the volatility in the capital markets, the current status of our business, ongoing restructuring efforts, uncertain inflationary environment, changing tariff policies and a prolonged period of high interest rates, supply chain challenges, as well as the worldwide uncertainty created by ongoing wars and conflicts, we currently lack the visibility to reasonably quantify our expected long-term capital requirements and our ability to fully meet our short and long-term liquidity needs. Our short and long-term liquidity needs would be further negatively impacted if the macro conditions set forth above worsen or last a sustained period of time. See also Item 3.D. *“Risk Factors - Risks Related to Our Liquidity - We may be unable to obtain access to external financing necessary to make adequate capital expenditures necessary to restructure our business, improve our profitability and remain competitive”*

Our liquidity is subject to various risks including the risks identified in Item 3.D. *“Risk Factors”* and market risks identified in *“Item 11. Quantitative and Qualitative Disclosures about Market Risk”*.

Liabilities Associated with Uncertain Tax Positions

Due to the complexity and uncertainty associated with our tax positions, we cannot make a reasonably reliable estimate of the period in which cash settlement will be made for our liabilities associated with uncertain tax positions in other long-term liabilities. As of December 31, 2024 and December 31, 2023, the liabilities associated with uncertain tax position was \$11.6 million and \$5.5 million, included within *“Other long-term liabilities”* in our Consolidated Balance Sheets, respectively. The long-term unrecognized tax benefits are not expected to be paid within the next twelve months.

Foreign Currency Exchange Risk

Maxeon’s reporting and functional currency is the U.S. dollar for most entities. Generally, we minimize the foreign currency exposure and its gains and losses with natural matching of inflows and outflows. In addition, we use hedging strategies including consolidated balance sheet hedge with foreign currency forwards contract and participating forwards in order to mitigate foreign currency risk other than the functional currency.

Our exposure to movements in foreign currency exchange rates is primarily related to sales to European customers that are denominated in Euros. Revenue generated from these European customers represented 22% and 34% of our total revenue in fiscal years 2024 and 2023, respectively. A 10% change in the Euro exchange rate would have impacted our revenue by approximately \$11.3 million and \$37.8 million in fiscal years 2024 and 2023, respectively.

In the past, we have experienced an adverse impact on our revenue, gross margin and profitability as a result of foreign currency fluctuations. When foreign currencies appreciate against the U.S. dollar, inventories and expenses denominated in foreign currencies become more expensive. An increase in the value of the U.S. dollar relative to foreign currencies could make our solar power products more expensive for international customers, thus potentially leading to a reduction in demand, our sales and profitability. Furthermore, many of our competitors are foreign companies that could benefit from such a currency fluctuation, making it more difficult for us to compete with those companies.

As at December 31, 2024, we had de-designated all outstanding cash flow hedge forward contracts as a result of the recent divestments of certain entities.

We conduct hedging activities which involve the use of forward currency contracts that are designed to hedge our balance sheet exposure to changes in the foreign exchange rate between the U.S. dollar and other currencies although these contracts are not designated as hedging instruments. As at December 31, 2024 and December 31, 2023, we had outstanding forward currency contracts with aggregate notional values of \$12.0 million and \$26.3 million, respectively.

Credit Risk

We have certain financial and derivative instruments that subject us to credit risk. These consist primarily of cash and cash equivalents, restricted cash and cash equivalents, short-term securities, investments, accounts receivable and advances to suppliers, and derivative financial instruments. We are exposed to credit losses in the event of nonperformance by the counterparties to our financial and derivative instruments. Our investment policy requires cash and cash equivalents, restricted cash and cash equivalents, and investments to be placed with high-quality financial institutions and limits the amount of credit risk from any one issuer. We additionally perform ongoing credit evaluations of our customers' financial condition whenever deemed necessary and generally do not require collateral.

We enter into foreign currency derivative contracts with high-quality financial institutions and limit the amount of credit exposure to any single counterparty. As of December 31, 2024, the foreign currency derivative contracts are limited to a time period of 9 months or less. We regularly evaluate the credit standing of our counterparty financial institutions.

Interest Rate Risk

We are exposed to interest rate risk because many of our customers depend on debt financing to purchase our solar power systems. An increase in interest rates could make it difficult for our customers to obtain the financing necessary to purchase our solar power systems on favorable terms, or at all, and thus lower demand for our solar power products, reduce revenue and adversely impact our operating results. An increase in interest rates could lower a customer's return on investment in a system or make alternative investments more attractive relative to solar power systems, which, in each case, could cause our customers to seek alternative investments that promise higher returns or demand higher returns from our solar power systems, thereby reducing gross margin and adversely impacting our operating results. This risk is significant to our business because our sales model is highly sensitive to interest rate fluctuations and the availability of credit, and would be adversely affected by increases in interest rates or liquidity constraints.

We do not believe that an immediate 10% increase in interest rates would have a material effect on our financial statements under potential future borrowings. In addition, lower interest rates would have an adverse impact on our interest income. Due to the relatively short-term nature of our investment portfolio, we do not believe that an immediate 10% decrease in interest rates would have a material effect on the fair market value of our money market funds. Since we believe we have the ability to liquidate substantially all of this portfolio, we do not expect our operating results or cash flows to be materially affected to any significant degree by a sudden change in market interest rates on our investment portfolio.

Equity Price Risk Involving Minority Investments in Other Non-Public Companies

As of December 31, 2024 and December 31, 2023, investments of \$4.0 million for both period, are accounted for using the measurement alternative method.

These strategic equity investments in third parties are subject to risk of changes in market value and could result in realized impairment losses. We generally do not attempt to reduce or eliminate our market exposure in equity investments. We monitor these investments for impairment and record reductions in the carrying values when necessary. Circumstances that indicate an other-than-temporary decline include the valuation ascribed to the issuing company in subsequent financing rounds, decreases in quoted market prices and declines in operations of the issuer. There can be no assurance that our equity investments will not face risks of loss in the future.

Quantitative and Qualitative Disclosures About Market Risk

See “Item 11. *Quantitative and Qualitative Disclosures About Market Risk*.”

5.C. RESEARCH AND DEVELOPMENT, PATENTS AND LICENSES, ETC.

Our research and development spending totaled \$37.6 million and \$45.7 million for the fiscal years 2024 and 2023, respectively. As described in the “Risk Factors” section and elsewhere in this Form 20-F, government regulations and policies can make developing or marketing new technologies expensive or uncertain due to various restrictions on trade and technology transfers. See “Item 3.D. *Risk Factors*.” For further information on our research and development policies and additional product information, see “Item 4.B. *Business Overview*.”

5.D. TREND INFORMATION

Please see “Item 5.A. *Operating Results—Trends and Uncertainties*” and “Item 4.B. *Business Overview—Our Markets*” for trend information.

5.E. CRITICAL ACCOUNTING ESTIMATES

Please see “Item 5.A. *Operating Results—Critical Accounting Policies and Significant Estimates*” for critical accounting estimates information.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

6.A. DIRECTORS AND SENIOR MANAGEMENT

Board of Directors

Our Constitution provides that, subject to the regulations of Maxeon contained in the Constitution for the time being in force, the minimum number of directors is two and the maximum number is ten. We may vary the maximum number of directors by ordinary resolution from time to time. In accordance with the terms of the Shareholders Agreement, dated August 26, 2020 (as amended and restated on August 30, 2024, the “Shareholders Agreement”), the Maxeon Board consists of ten directors, including five TZE designees, four independent directors and Maxeon’s Chief Executive Officer. Under the Shareholders Agreement, TZE has the right to cause the Company to reduce the number of directors to nine, consisting of five TZE designees, three independent directors, and our Chief Executive Officer. TZE temporarily waived such right on January 26, 2025 and reserves the right to notify the Company when TZE intends to exercise its rights under the Shareholders Agreement to effect the board reduction. For more information, see “Item 6.C. *Board Practices—Composition of the Maxeon Board*.”

Director	Age	Appointment Date
George Guo, Chief Executive Officer	61	October 11, 2024
Kris Sennesael, Independent Director	56	June 7, 2022
Donald Colvin, Independent Director	72	August 13, 2020
Steve Leonard, Independent Director	63	June 7, 2021
David Li, Independent Director	53	September 15, 2023
Wang Cheng, TZE designee	51	September 23, 2024
Wang Yanjun, TZE designee	41	September 23, 2024
Zhang Changxu, TZE designee	50	August 30, 2024
Xu Luo Luo, TZE designee	42	January 18, 2023
Sean Wang, TZE designee	61	October 17, 2022

Biographies

George Guo, Chief Executive Officer

George Guo is our Chief Executive Officer. Before joining Maxeon, he served as Advisor to the Chairman of TCL Group on strategic issues including corporate strategy, product positioning and go-to-market, supply chain and operation management. Prior to that, Mr. Guo served as CEO for TCL Communications, and brings nearly 40 years of experience and an exceptional track record of technology leadership, scale-up and high-volume manufacturing, driving growth in multiple technology business segments. Mr. Guo's career includes leadership roles at IBM's Santa Teresa Lab, serving as CTO and head of R&D for Zhaodaola Internet, and several executive roles at TCL Communications. Mr. Guo holds a B.S. in Computer Science from the University of Electronic Science and Technology of China, an M.S. in Bioengineering from Columbia University, an M.S. in Engineering-Economic Systems and Operations Research from Stanford University, and a Ph.D. in Management Science and Engineering from Stanford University.

Kris Sennesael

Kris Sennesael serves as an independent director on Maxeon's Board of Directors, Chairman of the Audit Committee of our Board (the "Audit Committee"), member of the Nominating and Corporate Governance Committee and member of the Coordination Committee. Kris Sennesael is currently the Senior Vice President and Chief Financial Officer of Skyworks Solutions, an innovator of high performance analog semiconductors. Previously, Mr. Sennesael served as Chief Financial Officer for Enphase Energy, a semiconductor-based renewable energy solutions provider, from September 2012 to August 2016. Earlier, he served as Chief Financial Officer for Standard Microsystems Corporation, a global fabless semiconductor company, from January 2009 to August 2012, prior to which he held financial positions at ON Semiconductor, AMI Semiconductor, and Alcatel Microelectronics. Mr. Sennesael graduated from the University of Ghent, Belgium, with a Bachelor of Economics and Master of Economics, and from the Vlerick Management School with a Master in Business Administration.

Donald Colvin

Donald Colvin serves as an independent director and Chairman of Maxeon's Board, Chairman of the Compensation Committee and member of the Audit Committee. Mr. Colvin also serves as an independent director and chairman of the audit committee for Viavi Solutions and Agilyss. Mr. Colvin has served on other boards throughout his career, including as an independent director on the audit committee for Applied Micro Circuits Corporation and Isola and an advisory board member for Conexant Systems. Mr. Colvin was interim Chief Financial Officer for Isola during 2015 and 2016, appointed by their board to restructure the company, and prior to this was Chief Financial Officer of Caesars Entertainment Corporation from November 2012 to January 2015. Mr. Colvin has also served as Chief Financial Officer for ON Semiconductor Corp., Amtel Corporation and European Silicon

Structures. Mr. Colvin has also held a number of financial leadership positions for multinational companies. Mr. Colvin holds a B.A. in economics and an M.B.A. from the University of Strathclyde in Scotland.

Steve Leonard

Steve Leonard serves as an independent non-executive director on Maxeon's Board of Directors as a member of its Audit Committee. Mr. Leonard previously served as an independent non-executive director of AsiaSat, a privately held Hong Kong-based satellite operator; and of Trust Bank, a digital-banking joint venture between Standard Chartered Bank and NTUC Enterprise. Mr. Leonard serves on the Advisory Board of SDG Impact Japan, a sustainability-focused investment platform based in Tokyo, and on the Advisory Board of Cambridge Innovation Capital, a deep-tech venture capital firm with strong links to the University of Cambridge in England. Mr. Leonard has over 30 years of experience in the private sector building information technology companies throughout Europe and Asia. He previously served from 2016-2023 as an independent non-executive director of Singapore Post Ltd. (SingPost), an international leader in e-commerce logistics and services. Mr. Leonard also has seven years of experience in the public sector working for the Singapore government in which he led various national efforts to expand entrepreneurial and corporate-innovation ecosystems as part of an innovation-led economy.

David Li

David Li serves as an independent director on Maxeon's Board of Directors and member of the Audit Committee and the Compensation Committee. Mr. Li has over 25 years of experience in the semiconductor industry. From 2015 to 2022 he was Chief Executive Officer, President, and a board member of CMC Materials, a leading global supplier of specialty materials focused on the semiconductor and energy industries with over \$1 billion USD in revenues. From 2006 and 2015, Mr. Li served as Vice President Asia Pacific Region and also held various leadership positions at CMC Materials. From 1997 and 2006 he covered a variety of senior engineering, sourcing, investor relations, and corporate development roles. David Li currently sits on the board of Coorstek, a company which specializes in the manufacture of high-performance ceramics for advanced applications. Mr. Li graduated from the Purdue University, West Lafayette, IN, in 1995 with a Bachelor of Science in Chemical Engineering, and from the Northwestern University (Kellogg), Chicago, IL, in 2002 with a Master in Business Administration (MBA).

Wang Cheng

Mr. Wang Cheng serves as a director designated by TZE on Maxeon's Board of Directors. Since 2021, he has been the Chief Operating Officer of TCL Technology Group. He is also the Deputy Chairman of the First High-end Manufacturing Industry Committee of the China Association for Public Companies, Chairperson of the Electronic Information Industry Association of Huizhou, and President of both the Huizhou Enterprises Federation and Entrepreneurs Association. Wang earned a Bachelor's degree in Economics in July 1997. In December 2005, he graduated from the Executive Master of Business Administration (EMBA) program at the University of Texas in Arlington, U.S. After graduating, Wang joined TCL and held various management positions.

Wang Yanjun

Mr. Wang Yanjun serves as a director designated by TZE on Maxeon's Board of Directors. He is currently the chief executive officer of TZE, responsible for the overall industrial development and upgrade of the company. He joined TZE in 2006 and has served in several leadership roles including chief engineer and head of the manufacturing department. Mr. Wang was appointed as a vice president of TZE in 2017, and in this role, he was in charge of strategic planning and operational management of the company. Mr. Wang is currently pursuing a Ph.D. degree in electronic information at the Institute of Nanoscience and Nanotechnology, University of Science and Technology of China.

Zhang Changxu

Ms. Zhang is currently a Board Member and the Chief Financial Officer ("CFO") of TCL Zhonghuan Renewable Energy Technology Co., Ltd. ("TZE"). Over the past five years, she has served in various leadership

roles for TZE, including Board Member, Vice President, COO and CFO. Ms. Zhang has a master's degree of software engineering from Tongji University and a bachelor's degree in business administration from Shanxi University of Finance and Economics. Ms. Zhang started her career in Tianjin Huan'ou Company, the predecessor of TZE, in 2001. In her role as CFO & COO, Ms. Zhang is in charge of the overall financial operations of the company, supply chain management and global business development. She has adopted a strategy-driven approach to link financial work closely with business operations, safeguarding the steady and continuous growth of the company's various investment activities. Under her leadership, the company has also developed strategic partnerships and a strong synergy with a number of key suppliers across the solar photovoltaic value chain in the midst of the very complicated and ever-changing industrial competition landscape both home and abroad. This forward-looking mindset and joint innovation with strategic ecosystem partners have fostered technology leadership and a resilient supply chain system for the company. Also, in the early days of overseas business development, Ms. Zhang led the team to partner with international industry leaders, and is gradually transforming the company from selling in the overseas markets to onshore manufacturing capability build-up, which lays a solid foundation for TZE to grow as a world leader.

Xu Luo Luo

Mr. Xu Luo Luo serves as a director designated by TZE on Maxeon's Board of Directors and member of the Nominating and Corporate Governance Committee. Mr. Xu Luo Luo is the Associate President of TCL Group since 2018, in this role, he is responsible for corporate development, merger and acquisition, partnership, strategic investment and capitalization, he sits on several management committees including TCL Group investment committee and TCL Capital, and he has held various management positions within TCL Group since 2012. Mr. Xu also currently serves as vice-chairman at Printronics Circuit, a specialized PCB manufacturer listed on Shenzhen Stock Exchange, director at Homa, a refrigerator ODM manufacturer listed on Shenzhen Stock Exchange; he has served on other boards throughout his career, including as Chairman of Highly, a consumer electronics distributor listed on Beijing Stock Exchange. Previously, he has held various management position at BAIC/Foton Motor, a commercial vehicle manufacturer listed on Shanghai Stock Exchange, and AVL, a world's leading mobility technology provider for development, simulation and testing of powertrain. At TCL, he has led numerous growth and transformation initiatives, including spin-off of TCL Industries (incl. TCL Electronics, the world's leading TV manufacturer listed on Hong Kong Stock Exchange, and Tonly, a leading audio and video ODM manufacturer) from TCL Group, TCL acquisition of Zhonghuan, one of the world's top solar ingot and wafer manufacturer listed on Shenzhen Exchange, Printronics Circuit, and Homa. Mr. Xu holds a bachelor degree in computer science, and postgraduate degree in excellence management from University of Warwick.

Sean Wang

Mr. Sean Wang serves as a director designated by TZE on Maxeon's Board of Directors and member of the Compensation Committee. Mr. Wang is the Executive President of International Operations for TZE. Prior to his role at TZE, he was Chairman of Shanghai E-Talent Digitech Investment from October 2019 to June 2022. Earlier, Mr. Wang served as the Senior Vice President and Chief Investment Director of ENN Group from March 2018 to September 2019 and has held senior management roles at ENN Energy Holdings Limited. Prior to this, Mr. Wang was a managing partner at Sino-Sin Investment Fund and an Executive Director and Chief Financial Officer at China Rongsheng Heavy Industries Group, and has held various other executive leadership roles during his career. Mr. Wang graduated from Hamline University in 1986 with a Bachelor of Economics and from the Carlson School of Management at the University of Minnesota with a Master of Business Administration in 1989.

Senior Management

The following table sets forth information regarding our senior management as of the date of this Form 20-F. George Guo serves as our Chief Executive Officer.

Name	Age	Title	Appointment Date
Dmitri Hu	45	Chief Financial Officer	October 23, 2024
Frank Jeng	42	Chief Legal Officer (Interim)	October 22, 2024
Tiffany See	49	Chief Human Resources Officer	August 21, 2020
Matt Dawson	47	Chief Technology Officer	March 15, 2023
Vikas Desai	56	Chief Commercial Officer	April 1, 2024

Biographies***Dmitri Hu, Chief Financial Officer***

Dmitri Hu is Maxeon's Chief Financial Officer, with responsibility for the Company's Finance and IT functions. Mr. Hu joined Maxeon from TCL Industries, where he held key leadership positions including Chief Financial Officer, Vice President and General Manager of Global Service, as well as serving as Executive Director and Board Secretary of TCL Electronics. He has been recognized as the Best CFO – Developed Market/Consumer Discretionary Sector by Institutional Investor in 2019 and 2020, among other prestigious awards. In a career spanning nearly 25 years, Mr. Hu also previously held roles in technology and financial services companies including Goldman Sachs, Deutsche Bank Group, Yue Yuen Industrials, Gogoro, Inc., and others. He has significant experience in strategic planning, financial transformation, capital and investment strategy, treasury, and capital markets. Mr. Hu holds an MBA from the Stern School of Business of New York University and a BBA from National Taiwan University.

Frank Jeng, Chief Legal Officer (Interim)

Hao-Chin (Frank) Jeng is our interim Chief Legal Officer, in charge of the company's global legal and compliance affairs, practices of the board of directors, and ESG matters. Throughout his legal career, Frank has represented clients in securities and bond offerings in the U.S. and Hong Kong, cross-border mergers and acquisitions, antitrust investigations, commercial litigations, high-stake IP litigations, and licensing transactions. Before joining Maxeon, Frank served as Vice President of Purplevine IP Group, where he founded and led its global IP litigation and licensing practice and international development strategy. Prior to Purplevine, Frank served as a partner in the Hong Kong and Chicago offices of Kirkland & Ellis, where he practiced in both litigation and corporate departments across the firm's Chicago, Hong Kong, and Shanghai offices. He is qualified to practice law in the State of New York, U.S.A., and Hong Kong SAR, China. He holds J.D. and LL.M. degrees from the University of Pennsylvania Law School and BBA and LLB degrees from National Taiwan University. Frank is well regarded in the legal and IP community, where he was named the World's Leading IP Strategist in IAM Strategy 300 by IAM Magazine (2023 & 2024).

Tiffany See, Chief Human Resources Officer

Tiffany See is our Chief Human Resources Officer and is responsible for developing and executing human resource strategy in support of the overall business plan and strategic direction of the organization, specifically in the areas of succession planning, talent management, change management, organizational and performance management, training and development, and compensation. Before joining Maxeon, since November 2018, she was Head of Asia-Human Resources at BHP, a global resources company. Prior to BHP, Ms. See was Executive Director, Human Resources (Asia), for Dell Technologies, where she spent 17 years in a variety of human resources leadership positions. Ms. See holds a bachelor's degree in Commerce from the University of Newcastle (Australia), and a Bachelor of Laws from University of New England (Australia). Ms. See is also a Certified Solution Focused Coach.

Matt Dawson, Chief Technology Officer

Matt Dawson is our Chief Technology Officer. Before joining Maxeon, he served as the Vice President of Technology at Sila Nanotechnologies, a battery materials company. Prior to that, he held various leadership roles at SunPower Corporation, where in 2019 he became Vice President of Research and Development and was responsible for technology strategy, cell and module product development, and the company's R&D lab infrastructure. With over 15 years' experience developing and deploying products across the solar energy value chain, Matt Dawson has a proven track record of scaling innovation from R&D stage to volume manufacturing and delivering success in competitive commercial environments. Mr. Dawson holds a B.A. in English Literature, a B.Sc. in Engineering Physics, and an Executive MBA from Queen's University (Kingston, Canada), and a MASc. in Engineering Physics from the University of British Columbia (Vancouver, Canada).

Vikas Desai, Chief Commercial Officer

Vikas Desai is Maxeon's Chief Commercial Officer, responsible for our global go-to-market and customer-facing functions. A solar energy and technology executive with over twenty years' experience, Mr. Desai has built and scaled multiple global businesses spanning hardware and software for both B2B and B2C. He joined Maxeon following the Company's acquisition of assets from Complete Solaria in October 2023, where he had served as President since October 2021. Previously, he has held leadership roles at Powerside, Flextronics, SunEdison, SunPower, EchoFirst and other technology companies. Mr. Desai received an MBA from the University of California, Berkeley, Haas School of Business, a Master's degree in Power Electronics Engineering from Loughborough University, and his Bachelor's degree in Electrical Engineering from L.D. College of Engineering.

6.B. COMPENSATION

Non-Employee Director Compensation

In August 2020, our Board adopted a policy for cash and equity-based compensation that would be payable to eligible non-employee members of the Board who were not nominated representatives of TotalEnergies and TZE, or their corporate affiliates ("Outside Directors"). This Outside Directors compensation policy was revised effective July 1, 2024.

Each eligible Outside Director is eligible to receive an annual fee as set forth below, for services performed for the Board in accordance with the following Committee-based fee structure (the "Annual Fees"):

Board Role	Fees Paid in Cash		Fees Paid in Equity (USD)	
	Chairman	Member	Chairman	Member
Board	\$123,000	\$72,000	\$200,000	\$200,000
Audit Committee	\$23,000	\$13,000		
Strategy & Transformation Committee	NA	\$8,000		
Nominating & Corporate Governance Committee	\$15,000	\$6,000		
Compensation Committee	—	—		
Coordination Committee	—	—		

Each Outside Director shall be eligible to receive an Annual Fee of \$200,000 in equity plus Annual Fee in cash equal to the sum of the cash fees for service on the Board and for service as a Chair and/or Member of one or more Committees of the Board, if any, for the Company's fiscal year. The Chairman of the Board, if he or she qualifies as an Outside Director, shall be eligible to receive an Annual Fee of \$200,000 in equity plus Annual Fee in cash equal to the sum of the fees for service as the Chairman of the Board and for service, as a Chair and/or Member of one or more Committees of the Board, if any, for the Company's fiscal year. RSUs will vest immediately upon grant.

A stock ownership guidelines policy was adopted by the Company in June 2021, requiring Outside Directors to hold Maxeon shares equal or greater than 3x annual cash retainer fees. Outside Directors have five years to achieve compliance.

For fiscal year 2024, we paid and accrued fees and compensation of approximately \$0.4 million and granted 22,217 RSUs to our Outside Directors.

Executive Officer Compensation

Our Executive Compensation program for fiscal year 2024 include the following:

- A Corporate Bonus Plan (“CBP”) payable annually in the form of cash. The payouts are dependent on meeting a number of corporate and individual objectives, including Maxeon’s financial performance and achievement of key results, as well as individual performance; and
- Time-based RSUs that generally vest over three years.

A stock ownership guidelines policy was adopted by the Company in June 2021, requiring the Chief Executive Officer to hold Maxeon shares equal or greater than 3x annual base salary and other Executive Officers to hold Maxeon shares equal or greater than 1x annual base salary. Executive officers have five years to achieve compliance.

For fiscal year 2024, we paid and accrued compensation of approximately \$7.2 million and granted 4,005 RSUs to our Executive Officers. The amount of compensation paid include benefits-in-kind such as insurance premiums, retirement plans and other benefits as the Company deems suitable.

Our Singapore subsidiaries are required by the laws and regulations of Singapore to make contributions, as employers, to the Central Provident Fund for all employees, including executive officers, working in Singapore who are Singapore citizens or permanent residents and employed by our Singapore subsidiaries as prescribed under the Central Provident Fund Act 1953 of Singapore. The contribution rates vary, depending on the age of the employees.

6.C. BOARD PRACTICES

General

The composition of the Maxeon Board and committees of the Maxeon Board are governed by our Constitution, together with the Shareholders Agreement. The current term of office for our independent directors will expire at our next annual meeting and the directors who serve as designees pursuant to the Shareholders Agreement shall continue to serve in accordance with the Shareholders Agreement or until their successor is designated by such designating shareholder. For the appointment dates of the members of the Maxeon Board, refer to “Item 6.A Directors and Senior Management.” None of our directors are party to an agreement providing for benefits upon termination of employment.

Composition of the Maxeon Board

The Maxeon Board consists of 10 directors, including five TZE designees, four independent directors and our Chief Executive Officer. Mr. Colvin is the Chairman of the Maxeon Board. The Chairman is entitled to a casting vote in the case of an equality of votes.

The Shareholders Agreement previously included provisions adjusting the rights of each of TotalEnergies and TZE to designate a particular number of directors depending on changes in their share ownership, including a provision allowing either shareholder, if they acquire at least 50% of our shares, to designate a majority of the directors. As amended and restated on August 30, 2024, TotalEnergies is no longer party to the Shareholders Agreement.

Pursuant to the Shareholders Agreement, TZE will be entitled to designate to the Maxeon Board: (1) the lowest

number of directors that represents a majority of the board for as long as TZE beneficially owns at least 50% of our outstanding ordinary shares; (2) three directors for as long as TZE beneficially owns at least 25% but less than 50% of our outstanding ordinary shares; (3) two directors for as long as TZE beneficially owns at least 15% but less than 25% of our outstanding ordinary shares; and (4) one director for as long as TZE beneficially owns at least 10% but less than 15% of our outstanding ordinary shares.

The Shareholders Agreement provides for the size of the Maxeon Board to be reduced to nine directors, consisting of five TZE designees, three independent directors and our Chief Executive Officer upon the earlier of (i) the satisfaction of certain closing conditions in connection with the Forward Purchase, or (ii) December 31, 2024. On January 26, 2025, TZE temporarily waived its right to cause the Company to reduce the size of the Maxeon Board and reserves the right to notify the Company when TZE intends to exercise its rights under the Shareholders Agreement to effect the board reduction.

Committees of the Maxeon Board

So long as TZE has the right to designate at least one director to the Maxeon Board (but less than a majority of the directors), each committee of the Maxeon Board other than the Audit Committee will contain a board designee of TZE. So long as TZE has the right to designate a majority of the directors to the Maxeon Board, each committee of the Maxeon Board other than the Audit Committee will contain a number of board designees of TZE such that such designees constitute a majority of such committee. In the case of the Nominating and Corporate Governance Committee, a director designated by TZE shall serve as the chairman of the committee. All committees will have at least one independent directors and the Audit Committee will be composed entirely of independent directors.

The Maxeon Board delegates certain of its responsibilities to the following committees: the Audit Committee, the Compensation Committee, the Strategy and Transformation Committee, and the Nominating and Corporate Governance Committee, the purpose and responsibilities of each which are described further below.

Audit Committee

Messrs. Sennesael (Chair), Leonard, Colvin and Li are members of the Audit Committee.

The purpose of the Audit Committee is primarily to:

- oversee our accounting and financial reporting processes;
- oversee the audit of our financial statements and internal controls by our independent public registered accounting firm;
- assist the Maxeon Board in the oversight of our compliance with legal and regulatory requirements and performance of the internal audit function;
- oversee management's identification, evaluation, and mitigation of major risks to us;
- oversee our privacy and data security risk exposures and mitigations, including the strategic direction, objectives, and effectiveness of our cybersecurity risk management framework; and
- provide to the Maxeon Board such information as it may deem necessary to make the Maxeon Board aware of the financial matters requiring its attention.

Compensation Committee

Messrs. Colvin (Chair), Wang and Li are members of the Compensation Committee.

The purpose of the Compensation Committee is primarily to:

- implement, review and modify the compensation of the Maxeon Board and senior management;

- oversee our compensation philosophy; and
- administer our equity incentive plans.

Strategy and Transformation Committee

Messrs. Wang (Chair), Colvin and Li are members of the Strategy and Transformation Committee.

The purpose of the Strategy and Transformation Committee is primarily to provide oversight and implementation of the Company's strategic and transformation initiatives in accordance with its transformation plan as approved by the Board; and undertake certain specific duties and responsibilities including creation of a tactical implementation plan and transformation budget based on a transformation plan approved by the Maxeon Board, create a transformation office and adjust the Company's organizational structure, manage key transformation personnel, review and consider proposed issuances of security and other significant transactions.

Nominating and Corporate Governance Committee

Messrs. Leonard (Chair), Sennesael and Xu are members of the Nominating and Corporate Governance Committee.

The purpose of the Nominating and Corporate Governance Committee is primarily to:

- select and recommend candidates for members of the Maxeon Board;
- evaluate whether incumbent directors should be nominated for re-election to the Maxeon Board upon expiration of such directors' terms; and
- oversee the Company's environmental, social and governance ("ESG") program.

Except by an ordinary resolution of the shareholders (which may be general or specific to a transaction or contractual arrangement), a director and the chief executive officer (or person(s) holding an equivalent position), are not permitted to vote in respect of any contract or proposed contract or arrangement with us in which he or she has directly or indirectly a personal material interest and if he or she does so his or her vote will not be counted nor, except where present in the capacity of a proxy, will he or she be counted in the quorum present at the meeting. Neither of these prohibitions will apply to: (i) any arrangement for giving any director or chief executive officer (or person(s) holding an equivalent position) any security or indemnity in respect of money lent by him or her to or obligations undertaken by him or her for the benefit of our company, (ii) any arrangement for the giving by our company of any security to a third party in respect of a debtor obligation of our company for which the director or chief executive officer (or person(s) holding an equivalent position) himself or herself has assumed responsibility in whole or in part under a guarantee or indemnity by the deposit of security or (iii) any contract by a director or chief executive officer (or person(s) holding an equivalent position) to subscribe for or underwrite shares or debentures of our company.

There is no age limit requirement for directors to retire.

Our Nominating & Corporate Governance Committee aims to achieve a composition of our Board that reflects the knowledge, experience and skills required for the Board of Directors to fulfil its duties. In accordance with the Shareholders Agreement, the composition of our Board of Directors includes five of our directors being nominated by our largest shareholders, TZE, and the pool of those nominees is naturally more limited given the required affiliation with those shareholders. Our Nominating & Corporate Governance Committee considers several factors in the search process for candidates, whom would also need to meet the Nasdaq independence standards if they were to be also members of our Audit Committee.

Corporate Governance Differences

The NASDAQ allows a foreign private issuer, such as Maxeon, to follow its home country practices in lieu of certain NASDAQ corporate governance standards. We rely on a number of these exemptions, which are described below:

- We rely on an exemption from the requirement that a majority of the Maxeon Board be “independent” as defined by the Nasdaq Listing Rules.
- We rely on an exemption from the requirement that an issuer provide for a quorum as specified in its bylaws for any meeting of the holders of ordinary shares, which quorum may not be less than 33 1/3% of the outstanding shares of an issuer’s voting ordinary shares. In compliance with the Singapore Companies Act, our Constitution provides that two members of Maxeon present in person (and includes a person attending as a proxy or as representing a corporation which is a member) shall constitute a quorum for a general meeting.
- We rely on an exemption from the requirement that all members of our Compensation Committee be “independent” as defined in the Nasdaq Listing Rules. While the Maxeon Board established a Compensation Committee, the Singapore Companies Act does not require us to maintain such a committee nor does it impose a requirement that all members are independent. Similarly, Singapore law does not require that we disclose information regarding third-party compensation of our directors or director nominees.
- We rely on an exemption from the requirement that our Nominating and Corporate Governance Committee be “independent” as defined in the Nasdaq Listing Rules. The Singapore Companies Act does not require a Nominating and Corporate Governance Committee to be comprised entirely of independent directors, and nominations of persons for election to the Maxeon Board will be recommended by our Nominating and Corporate Governance Committee whose members are not all independent directors as defined by the Nasdaq Listing Rules.
- We rely on an exemption from the requirement that issuers obtain shareholder approval prior to the issuance of securities in connection with certain acquisitions, changes of controls or private placements of securities, or the establishment or amendment of certain stock option, purchase or other compensation plans. Under the Singapore Companies Act, new shares may be issued only with the prior approval of our shareholders in a general meeting. Approval, if granted, shall continue in force until the earlier of:
 - the conclusion of the next annual general meeting after the date on which the approval was given; and
 - the expiration of the period within which the next annual general meeting after that date is required by law to be held.

Any such approval may be revoked or varied by the company in a general meeting.

Additionally, we are permitted to rely on certain exemptions to the Nasdaq corporate governance standards that are afforded to controlled companies. As a controlled company, we may avail ourselves of such exemptions even if we cease to be considered a foreign private issuer, such as:

- Nasdaq’s requirement that a majority of the Board be comprised of independent directors.
- Nasdaq’s requirement to have a compensation committee comprised solely of independent directors.
- Nasdaq’s requirement for directors to be selected by the independent directors of the Board or a nominations committee comprised solely of independent directors.

Code of Conduct and Business Ethics

The Maxeon Board has adopted a written Code of Business Conduct and Ethics reinforcing our guiding principles to act with the highest level of integrity and ethical standards and setting forth our expectations regarding personal and corporate conduct for all of our directors, officers, employees and representatives.

Related Party Transactions Policy

The Maxeon Board has adopted a written Related Party Transactions Policy governing the notification, review, approval and ratification of related party transactions involving Company's directors, officers, and significant shareholders. Under such policy, the Company will enter into or ratify related party transactions only when the Audit Committee determines that the related party transaction in question is in, or is not inconsistent with, the best interests of the Company and the shareholders.

6.D. EMPLOYEES

The table below sets forth the breakdown of the total year-end number of our full-time equivalent employees by main category of activity for the past three fiscal years.

	As of		
	December 31, 2024	December 31, 2023 (full-time equivalents)	January 1, 2023
Marketing & Sales	172	177	131
Production & Supply	1,087	3,292	4,788
Research & Development	146	176	197
General & Administrative	186	243	228
Total	1,591	3,888	5,344

As a result of the closing of the "rest-of-the-world" distributed generation business transactions, coupled with the continuing effect of reduction in force as part of September 2024 Restructuring Plan, the total number of our full-time equivalents employees as of April 21, 2025 is 405.

The table below sets forth the breakdown of the total year-end number of our full-time equivalent employees by geography for the past three fiscal years.

	As of		
	December 31, 2024	December 31, 2023 (full-time equivalents)	January 1, 2023
Australia	20	28	28
China	42	43	45
Europe	131	134	111
India	—	1	—
Japan	2	9	10
Malaysia	109	852	1,773
Mexico	447	1,626	2,068
Philippines	611	918	1,081
Singapore	71	112	97
South Africa	7	8	10
United Kingdom	6	5	6
United States	145	152	115
Total	1,591	3,888	5,344

Although in certain countries we have works councils and statutory employee representation obligations, our employees are generally not represented by labor unions on an ongoing basis. We have never experienced a work stoppage, and we believe our relations with our employees to be good.

6.E. SHARE OWNERSHIP

The following sets forth the total amount of Maxeon shares directly or indirectly owned by Maxeon's directors and executive officers as of April 21, 2025. This is based on 16,896,729 Maxeon shares outstanding as of April 21, 2025.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that such person has the right to acquire within 60 days of April 21, 2025, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

Holder	Maxeon Shares	Percentage Ownership
George Guo	—	*
Donald Colvin ⁽¹⁾	19,302	*
Steve Leonard ⁽²⁾	3,759	*
Kris Sennesael ⁽³⁾	21,697	*
David Li ⁽⁴⁾	25,000	*
Sean Wang ⁽⁵⁾	—	*
Wang Yanjun ⁽⁶⁾	—	*
Xu Luo Luo ⁽⁷⁾	—	*
Wang Cheng ⁽⁸⁾	—	*
Zhang Changxu ⁽⁹⁾	—	*
Dmitri Hu	—	*
Frank Jeng	100	*
Tiffany See	13,104	*
Matt Dawson	204	*
Vikas Desai	1,368	*

* Less than 1%.

⁽¹⁾ Represents (i) 19,302 ordinary shares held or beneficially owned by Mr. Colvin, and (ii) NIL ordinary shares issuable upon vesting of RSUs held by Mr. Colvin within 60 days from April 21, 2025.

⁽²⁾ Represents (i) 3,759 ordinary shares held or beneficially owned by Mr. Leonard, and (ii) NIL ordinary shares issuable upon vesting of RSUs held by Mr. Leonard within 60 days from April 21, 2025.

⁽³⁾ Represents (i) 21,697 ordinary shares held or beneficially owned by Mr. Sennesael, and (ii) NIL ordinary shares issuable upon vesting of RSUs held by Mr. Sennesael within 60 days from April 21, 2025.

⁽⁴⁾ Represents (i) 25,000 ordinary shares held or beneficially owned by Mr. Li, and (ii) NIL ordinary shares issuable upon vesting of RSUs held by Mr. Li within 60 days from April 21, 2025.

⁽⁵⁾ Mr. Wang is a director of TZE and may be deemed to have beneficial interests in the shares beneficially owned by TZE, but he disclaims beneficial ownership of such shares.

⁽⁶⁾ Mr. Wang is a director of TZE and may be deemed to have beneficial interests in the shares beneficially owned by TZE, but he disclaims beneficial ownership of such shares.

⁽⁷⁾ Mr. Xu is an executive officer of TZE and may be deemed to have beneficial interests in the shares beneficially owned by TZE, but he disclaims beneficial ownership of such shares.

⁽⁸⁾ Mr. Wang is a director of TZE and may be deemed to have beneficial interests in the shares beneficially owned by TZE, but he disclaims beneficial ownership of such shares.

⁽⁹⁾ Mdm. Zhang is a director of TZE and may be deemed to have beneficial interests in the shares beneficially owned by TZE, but she disclaims beneficial ownership of such shares.

None of our shareholders have different voting rights from other shareholders as of the date of this annual report on Form 20-F.

6.F. DISCLOSURE OF A REGISTRANT'S ACTION TO RECOVER ERRONEOUSLY AWARDED COMPENSATION

The Company has made a restatement of the gain on extinguishment of debt as reported in our second quarter Form 6-K, furnished to SEC on September 3, 2024. The error arose as a result of incorrect valuation methodology and assumptions used on the ratio of warrants to number of shares. The revised gain on extinguishment of debt should have been \$35.3 million instead of \$77.3 million as reported previously. In addition, carrying amount of warrants of \$24.8 million were erroneously classified as equity and should have been classified as liabilities, as the fixed-for-fixed criteria was not met until the three months ended September 29, 2024. Consequently, interest expense, net, should be \$14.1 million instead of \$10.1 million as reported previously. The total effect on net loss attributable to the stockholders for the second quarter ended June 30, 2024 was \$45.9 million.

Our audited financial results for 2024 were based on the restated gain on extinguishment of debt and interest expense, net, as described above and hence no further restatement is required. We have conducted a review of our compensation recovery policy and incentive-based compensation arrangements and have determined that no recovery of erroneously awarded compensation is required, as incentive-based compensation awarded is based on our audited financial results for the full fiscal year 2024.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

7.A. MAJOR SHAREHOLDERS

The information below describes the beneficial ownership of our shares by each person or entity that beneficially own 5% or more of our shares, as of April 21, 2025.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that such person has the right to acquire within 60 days, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

As of April 21, 2025, we believe that there were 77 record holders in the United States and no more than 41% of our outstanding shares are held of record by residents of the United States.

Holder	Maxeon Shares	Percentage Ownership
Zhonghuan Singapore Investment and Development Pte. Ltd. ⁽¹⁾⁽²⁾	9,959,362	59.0 %

⁽¹⁾ Based on the information contained in a Schedule 13D/A filed with the SEC on March 31, 2025 by Zhonghuan Singapore Investment and Development Pte. Ltd, a direct wholly owned subsidiary of TZE (“TZE SG”). TZE SG has shared voting and dispositive power over 9,959,362 ordinary shares. The amount of ordinary shares presented excludes ordinary shares issuable upon conversion of the Existing 1L Notes held by TZE SG (including ordinary shares issuable upon conversion of any increased principal amount of the Existing 1L Notes through interest that is payable in kind) as we can elect to settle conversions of the Existing 1L Notes by paying or delivering, as applicable, cash, ordinary shares or a combination of cash and ordinary shares.

⁽²⁾ Based on (a) a denominator equal to the sum of (a) 16,896,729 ordinary shares outstanding on April 21, 2025, and (b) the number of ordinary shares issuable upon exercise or conversion of convertible securities within 60 days of April 21, 2025 beneficially owned by the applicable major shareholder.

On May 19, 2023, the Company completed the Company Offering and the TotalEnergies Offering, each at a price per share of \$2,800.00. In addition, on May 16, 2023, we completed the “2023 TZE Private Placement”. TotalEnergies was previously a major shareholder for purposes of this Item 7.A, owning 14.6% of our

ordinary shares as of May 21, 2024, 24.4% of our ordinary shares as of February 24, 2023, and 24.66% of our ordinary shares as of March 16, 2022. TotalEnergies filed Amendment No. 5 to its Schedule 13D on July 25, 2024 representing that it no longer owned 5% or more of our ordinary shares, and thus TotalEnergies has ceased to be one of our major shareholders.

The Company underwent a series of restructuring transactions in fiscal year 2024 that resulted in TZE SG, an affiliate of TZE, becoming our controlling shareholder on August 30, 2024. TZE is an affiliate of TCL Technology Group, a China-based diversified global technology leader in display and solar-grade green silicon materials, consumer electronics and smart sustainable homes. TZE SG beneficially owned approximately 22.4% of our ordinary shares as of May 21, 2024, 36.5% of our ordinary shares as of February 24, 2023, and 24.2% of our ordinary shares as of March 16, 2022. The voting rights of TZE do not differ from the voting rights of holders of our ordinary shares who are not major shareholders. For additional information about our transactions and affiliation with TZE, see “Item 7.B. *Related Party Transactions*.”

We are not aware of any arrangement that may, at a subsequent date, result in a change of our control.

7.B. RELATED PARTY TRANSACTIONS

Agreements with TZE

Agreements with TZE Relating to the Sale of Certain Non-U.S. Assets and Subsidiaries

In February and March 2025, respectively, the Company completed the sale of certain Non-U.S. assets and subsidiaries to TZE and its affiliates. In connection with these transactions, the Company entered into certain ancillary agreements with TZE or its affiliates, including: (i) a procurement agency agreement selling certain assets of the Company and its subsidiaries located within the Philippines, (ii) the SPML Transitional Services Agreement providing for certain shared services for one year following the closing, and (iii) the “Bilateral Development Services Agreement providing for the respective affiliates of the Company and TZE to further the development of Maxeon 8 Technology. For additional information, see “*Item 4.A. History and Development of the Company— Significant Acquisitions, Dispositions and other Events*.”

In connection with the closing of the “rest-of-the-world” distributed generation transactions, we entered into the Rest-of-the-world Transitional Services Agreement and the Asset Transfer Agreement, as detailed under “*Item 4.A. History and Development of the Company— Significant Acquisitions, Dispositions and other Events*.”

Agreements with TZE in Connection with HSPV

On April 26, 2024, our subsidiary, SunPower Manufacturing Corporation Limited, entered into an equity transfer agreement with Zhonghuan Hong Kong Holding Limited, a subsidiary of TZE, for the sale of all of our minority interest (approximately 16.27%) in HSPV, the joint venture our former parent entity, SunPower Corporation, TZE and other former partners established in 2016.

In conjunction with the sale of our interest in HSPV, on April 26, 2024, our subsidiary, Maxeon Solar Private Limited, entered into a non-exclusive and non-transferable intellectual property license agreement with TZE SG, a subsidiary of TZE, to enable HSPV and other subsidiaries of TZE, to develop, manufacture and sell large scale Performance line solar modules worldwide (other than in the United States) and to develop and manufacture rooftop size Performance line solar modules exclusively for Maxeon to sell worldwide, for an upfront license fee of \$10 million (“New IP License Agreement”). Under the New IP License Agreement, we and TZE will jointly review licensing and enforcement of intellectual property relating to Performance line solar modules, other than enforcement of patents registered in the United States, and we will share a certain percentage of licensing fees and/ or awards from any enforcement actions relating to Performance line solar modules outside of the United States with TZE.

On April 26, 2024, we and certain of our subsidiaries entered into a termination agreement on with TZE, HSPV and certain other subsidiaries of TZE to terminate (a) the intellectual property license agreement dated February 22,

2017 between us and HSPV, (b) the intellectual property license agreement dated February 8, 2021 between us and Huansheng New Energy (Jiangsu) Co., Ltd. (“HSNE”), (c) the amended and restated business activities framework agreement dated February 8, 2021 between us and its subsidiary, HSPV, HSNE, and TZE (the “Amended and Restated Business Activities Framework Agreement”), (d) the amended and restated offshore master supply agreement dated February 8, 2021 between us and our subsidiaries, HSPV and HSNE (the “Offshore Master Supply Agreement”) and (e) the temporary intellectual property licensing and business collaboration agreement dated October 22, 2022 between us and our subsidiaries, TZE, HSPV, HSNE and Huansheng New Energy (Tianjin) Co., Ltd. (“HSTJ”).

Also, in conjunction with the sale of our interest in HSPV, on April 26, 2024, we, HSPV and HSNE entered into the 2024 HSPV Master Supply Agreement, pursuant to which we will purchase and HSPV and HSNE will exclusively supply us with rooftop size Performance line solar modules that meet certain criteria (“DG Products”). The 2024 HSPV Master Supply Agreement provides that the pricing of DG Products will be subject to an indexed pricing mechanism, volumes are to be determined based on a rolling demand forecast and purchase orders issued periodically subject to approvals from our Board. The 2024 Master Supply Agreement also provides for notice to be given to us before any DG Products are discontinued and includes terms relating to operational management, supply chain management, inspection, representations and warranties, and legal compliance. HSPV and HSNE other TZE subsidiaries may sell Performance line solar modules that are of a larger format than the DG Products.

Financing Transactions with TZE

Pursuant to a share purchase agreement, dated May 16, 2023, Maxeon entered into the 2023 TZE Private Placement with TZE SG.

During the course of fiscal year 2024, the Company was a party to a series of Debt Restructuring Transactions and the Forward Purchase with TZE and its affiliates that ultimately culminated in TZE becoming our controlling shareholder. A summary of such transactions is set forth below.

Previously, on August 26, 2020, Maxeon granted to TZE SG an option to purchase an amount of Maxeon shares that would allow TZE to maintain its percentage ownership of outstanding Maxeon shares following any conversion of the Green Convertible Notes as compared to its percentage ownership existing immediately prior to any such conversion. The option agreement was amended and restated on May 30, 2024 (the “A&R Option Agreement”) in connection with the issuance of the Exchange Securities, pursuant to which TZE SG was granted the right to purchase a number of ordinary shares of the Company in order to maintain its percentage ownership of ordinary shares of the Company to provide for anti-dilution protection against (1) (i) any conversion of the then-outstanding Exchange Notes and (ii) any exercise of the Exchange Warrants, in each case, following the Optional Exchange of the Exchange Notes in accordance with the terms thereof and (2) prior to or following the Optional Exchange, any conversion of the then-outstanding Green Convertible Notes.

On May 31, 2024, the Company completed the sale of \$25 million in principal amount of the Company’s existing 7.50% Convertible First Lien Senior Secured Notes due 2027 (the “Existing 1L Notes”) to TZE SG pursuant to the terms of a convertible note purchase agreement dated May 30, 2024. In connection with such transaction, the Company and certain of its subsidiaries incorporated in Singapore, Hong Kong, Bermuda, the Cayman Islands and Switzerland concurrently entered into customary secured transaction relating to certain assets (including intellectual property) located or registered in the United States to secure their respective obligations with respect to the Existing 1L Notes.

Pursuant to exchange agreements entered into on May 30, 2024, on June 20, 2024, the Company issued to certain investors, including TZE SG: (x) \$138,950,000 principal amount of new Tranche A Note Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028 (the “Tranche A Exchange Notes”), (y) \$65,069,403 principal amount of new Tranche B Note Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028 (the “Tranche B Exchange Notes,” and together with Tranche A Exchange Notes, the “Exchange Notes”) and (z) 9,925,000 warrants (the “Exchange Warrants” and, together with the Exchange Notes, the “Exchange Securities”)

granting such holders the right to purchase ordinary shares, no par value (the “Shares”) of the Company subject to the terms and conditions set forth therein, in exchange for \$198,500,000 aggregate principal amount of the Existing 2025 Notes, representing approximately 99.25% of the outstanding principal amount of the Existing 2025 Notes, and \$5,519,403 of interest outstanding thereon on the closing date.

Concurrently, on June 20, 2024, the Company entered into a supplemental indenture amending the Existing 1L Notes in order to, among other things, (i) extend the maturity date of the Existing 1L Notes from August 17, 2027 to August 17, 2029; (ii) amend the interest rate of the Existing 1L Notes from 7.50% per annum to (a) 8.50% per annum, if the Company elects to pay the interest in cash and payment-in-kind interest or (b) 7.50% per annum, if the Company elects to pay the interest solely in cash; (iii) change the per share conversion price to equal conversion price of the New 1L Notes, subject to reset in the future in connection with the TZE 2024 Private Placement; (iv) amend certain covenants of the Existing 1L Notes to permit the incurrence of indebtedness under the New 1L Notes, the Exchange Notes and certain additional senior secured indebtedness of the Company; (v) amend certain covenants of the Existing 1L Notes to (a) permit the incurrence of a security interest to secure the New 1L Notes on a pari passu basis, (b) to secure the Exchange Notes on a second lien basis, and (c) to secure certain senior indebtedness on a pari passu basis or on a second lien basis, as the case may be; and (vi) add new provisions with respect to the entry of an intercreditor agreement (the “Amended 1L Notes”). The Amended 1L Notes are 100% held by TZE SG.

In connection with the amendment to the Existing 1L Notes and the issuance of the New 1L Notes, the Company and TZE SG on June 20, 2024 entered into an amended and restated registration rights agreement (the “Registration Rights Agreement”), pursuant to which the Company agreed to file, within 90 days of receipt of a demand from TZE SG, a shelf registration statement for the resale of all Registrable Securities (as defined in the agreement) issued to TZE SG pursuant to the foregoing transactions. Additionally, on June 20, 2024, the Company entered into a supplemental deed to the then-existing Shareholders Agreement with TotalEnergies Solar INTL SAS, TotalEnergies Gaz Electricite Holdings SAS and TZE SG, in order to, among other things, provide for the establishment of the Strategy and Transformation Committee of the Maxeon Board, consisting of one TZE designee and two designees of the Maxeon Board.

On June 20, 2024, pursuant to the terms of a securities purchase agreement entered into between the Company and TZE SG on May 30, 2024, the Company also completed the sale to TZE SG of \$97,500,000 in aggregate principal amount of the Company’s 9.00% Convertible First Lien Senior Secured Notes due 2029 (the “New 1L Notes”) at an aggregate purchase price of \$97,500,000 consisting of (x) \$70,000,000 in cash consideration paid by the TZE SG, (y) \$25,000,000 in aggregate principal amount of Existing 1L Notes that were tendered by TZE SG in exchange for \$25,000,000 principal amount of New 1L Notes and (z) \$2,500,000 that was paid by TZE SG to a third-party consulting firm on behalf of the Company. In connection with the issuance of the New 1L Notes, the Company also issued to TZE SG a warrant (the “Investor Warrant”) for no additional consideration granting TZE SG the right to purchase ordinary shares of the Company.

Share figures and per-share amounts in the below disclosures have been updated to give effect to the Company’s October 8, 2024 1-for-100 reverse share split:

- On July 10, 2024 and July 18, 2024, TZE exercised the warrants issued on June 20, 2024 to purchase a total of 1,152,593 ordinary shares for an aggregate exercise price of \$1,152,593. Then, on August 13, 2024, TZE further exercised warrants issued on June 20, 2024 to purchase a total of 30,190 ordinary shares from the Company at an aggregate exercise price of \$30,190. Finally, on August 30, 2024, TZE further exercised warrants issued on June 20, 2024 to purchase a total of 23,739 ordinary shares from the Company at an aggregate price of \$23,739.
- On August 30, 2024, the Company issued and sold 82,919 ordinary shares to TZE at a purchase price of \$1,206.00 per share for an aggregate purchase price of approximately \$100 million pursuant to the terms of the Forward Purchase Agreement entered on June 14, 2024 by and between the Company and TZE SG (the “Forward Purchase Agreement”).

As of August 30, 2024, after giving effect to the foregoing transactions, TZE owned approximately 69.3% of the voting power of the Company. Additionally, in connection with the completion of the Forward Purchase, the Company and TZE amended and restated the Shareholders Agreement providing that TZE has the right to cause the

Company to reduce the number of directors to nine, consisting of five TZE designees, three independent directors, and our Chief Executive Officer. TZE temporarily waived such right on January 26, 2025 and reserves the right to notify the Company when its waiver of the board reduction will expire. For more information, see “Item 6.C. *Board Practices—Composition of the Maxeon Board.*” Additionally, on August 30, 2024, the Company and TZE entered into a supplemental amendment to the amended and restated Registration Rights Agreement pursuant to which the definition of Registerable Securities (as defined in the Registration Rights Agreement) was amended to include the ordinary shares issued to TZE as a result of the foregoing debt and equity financing transactions.

For more information, see “Note 20. *Subsequent Events—Debt Restructuring Transactions.*”

Silicon Wafer Master Supply Agreement

On November 16, 2021, we entered into a silicon wafer master supply agreement with TZE HK, a subsidiary of TZE for the purchase of P-Type G12 wafers which are intended to be incorporated into the Company’s Performance line modules planned for manufacture in Malaysia and Mexico and sale into the United States. The Company expects TZE HK to be its primary wafer supplier for Performance line modules and deliveries commenced in 2022. Deposit arrangements, payment terms and pricing mechanisms will be agreed to with TZE HK for the Company to reserve specified volumes in advance. The master supply agreement also sets out a general framework and customary operational and legal terms which govern the purchases of silicon wafer from TZE by the Company and its subsidiaries, including engineering changes, supply chain management, inspection, representations and warranties and legal compliance. In March 2022, we entered into an addendum to the master supply agreement, pursuant to which TZE HK will supply the Company with wafers to meet the Company’s volume requirements for calendar year 2023. In December 2023, we entered into an addendum to the master supply agreement for the Company’s volume requirement for calendar year 2024 at specified pricing.

7.C. INTERESTS OF EXPERTS AND COUNSEL

Not Applicable.

ITEM 8. FINANCIAL INFORMATION

8.A. CONSOLIDATED STATEMENTS AND OTHER FINANCIAL INFORMATION

Please refer to “Item 18. Financial Statements.”

Export Sales

Export sales outside of Singapore constituted 100% of the Company’s total sales during the fiscal years 2024. Such sales accounted for 99% and 100%, respectively, of the Company’s total sales during the fiscal year 2023 and 2022.

Legal Proceedings

We are a party to various litigation matters and claims that arise from time to time in the ordinary course of our business and in enforcing or defending our intellectual property rights. While we believe that the ultimate outcome of such matters will not have a material adverse effect on us, their outcomes are unpredictable, and negative outcomes may adversely affect our financial position, liquidity, or results of operations.

In connection with our separation from SunPower, we entered into a Separation and Distribution Agreement with SunPower on November 8, 2019 pursuant to which SunPower agreed to indemnify us for certain litigation claims in which we or one of our subsidiaries is named as a defendant or party (the “Separation and Distribution

Agreement”). On August 5, 2024, SunPower filed a voluntary petition for bankruptcy under Chapter 11 of the US Bankruptcy Code and the Separation and Distribution Agreement was rejected as part of the bankruptcy proceedings. As a result, we have made a provision for an expected credit loss of \$12.1 million in fiscal year 2024 on receivables from SunPower for the rejected indemnified arrangements under the Separation and Distribution Agreement.

On June 27, 2024, shareholder of the Company filed a putative class action complaint (the “Complaint”) against the Company and certain of our officers in the United States District Court for the Northern District of California. The Complaint alleges violations of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder in connection with certain disclosures made by the Company between November 13, 2023 and May 30, 2024 relating to our relationship and dealings with SunPower, seeking unspecified damages. We filed a motion to dismiss this lawsuit in December 2024, and the lead plaintiff filed an opposition to the motion, to which we have further filed a reply. The court held a hearing in relation to our motion to dismiss in April 2025 and we are awaiting its further issuance of an order.

Dividend policy

Please refer to “Item 10.B. Constitution—Dividends” for the Company’s dividend policy.

8.B. SIGNIFICANT CHANGES

A discussion of significant changes in our business can be found under “Item 4.A. History and Development of the Company”, “Item 4.B. Business Overview” and “Item 5.A. Operating Results—Results of Operations.”

ITEM 9. THE OFFER AND LISTING

9.A. OFFER AND LISTING DETAILS

The ordinary shares of Maxeon are listed on the NASDAQ under the symbol “MAXN”.

9.B. PLAN OF DISTRIBUTION

Not Applicable.

9.C. MARKETS

The ordinary shares of Maxeon are listed on the NASDAQ under the symbol “MAXN” and the ISIN code SGXZ25336314 and CUSIP code Y58473102.

9.D. SELLING SHAREHOLDERS

Not Applicable.

9.E. DILUTION

Not Applicable.

9.F. EXPENSES OF THE ISSUE

Not Applicable.

ITEM 10. ADDITIONAL INFORMATION

10.A. SHARE CAPITAL

Not Applicable.

10.B. CONSTITUTION

The following description of our Constitution is a summary and is qualified by reference to the Constitution, a copy of which was included as Exhibit 99.1 to our Form 6-K (File No. 001-39368) filed with the SEC on August 27, 2020 and incorporated by reference herein. See also “Item 6.C. *Board Practices.*”

New Shares

Under Singapore law, new shares may be issued only with the prior approval of our shareholders in a general meeting. General approval may be sought from our shareholders in a general meeting for the issue of shares. Approval, if granted, will lapse at the earlier of:

- the conclusion of the next annual general meeting;
- the expiration of the period within which the next annual general meeting is required by law to be held (i.e., within six months of our financial year end); and
- any subsequent revocation or variation of such approval by our shareholders in a general meeting.

Subject to this and the provisions of the Singapore Companies Act, our Constitution and the Shareholders Agreement, all new shares are under the control of the Maxeon Board who may allot and issue new shares to such persons on such terms and conditions and with the rights and restrictions as they may think fit to impose.

Preference Shares

Under the Singapore Companies Act, different classes of shares in a public company may be issued only if (a) the issue of the class or classes of shares is provided for in the constitution of the public company and (b) the constitution of the public company sets out in respect of each class of shares the rights attached to that class of shares. Our Constitution provides that we may issue shares of a different class with preferential, deferred, qualified or special rights, privileges, conditions or restrictions as the Maxeon Board may determine from time to time, and that such shares may be issued which are, or at the option of the Company are, liable to be redeemed (on such terms and manner of redemption as determined by the Maxeon Board) provided that the terms of such preference shares are set out in the Constitution, and is approved by special resolution at a general meeting of our shareholders.

We may, subject to the Singapore Companies Act and the prior approval in a general meeting of our shareholders, issue preference shares which are, or at our option, subject to redemption provided that such preference shares may not be redeemed out of capital unless:

- all the directors have made a solvency statement in relation to such redemption; and
- we have lodged a copy of the solvency statement with ACRA.

Further, the shares must be fully paid-up before they are redeemed.

Register of Members

Persons who are registered in our register of members will be recognized as members of the Company with the corresponding rights of members under applicable law and the Constitution. We will not, except as required by applicable law, recognize any equitable, contingent, future or partial interest in any ordinary share or other rights for any ordinary share other than the absolute right thereto of the registered holder of that ordinary share. We may close our register of members for any time or times, provided that our register of members may not be closed for more than 30 days in the aggregate in any calendar year. We typically will close our register of members to determine shareholders' entitlement to receive dividends and other distributions.

Maxeon shares listed and traded on NASDAQ, are held through The Depository Trust Company (“DTC”). Accordingly, DTC or its nominee, Cede & Co., will be the shareholder on record registered in our register of

members. The holders of Maxeon shares held in book-entry interests through DTC or its nominee may become a registered shareholder by exchanging its interest in such shares for certificated ordinary shares and being registered in our register of members in respect of such shares. The procedures by which a holder of book-entry interests held through the facilities of the DTC may exchange such interests for certificated ordinary shares are determined by DTC (including the broker, bank, nominee or other institution that holds the shares within DTC) and Computershare, which will act as our transfer agent, in accordance with their internal policies and guidelines regulating the withdrawal and exchange of book-entry interests for certificated ordinary shares.

If (a) the name of any person is without sufficient cause entered in or omitted from the register of members; or (b) default is made or there is unnecessary delay in entering in the register of members the fact of any person having ceased to be a member, the person aggrieved or any member of the company or the company, may apply to the Singapore courts for rectification of the register of members. The Singapore courts may either refuse the application or order rectification of the register of members, and may direct the company to pay any damages sustained by any party to the application. The Singapore courts will not entertain any application for the rectification of a register of members in respect of an entry which was made in the register of members more than 30 years before the date of the application.

Transfer of Ordinary Shares

Subject to applicable securities laws in relevant jurisdictions and our Constitution, our shares are freely transferable, fully paid and are not subject to further capital calls. Shares may be transferred by a duly signed instrument of transfer in any usual or common form or in a form acceptable to our directors and any applicable stock exchange. The Maxeon Board may decline to register any transfer unless, among other things, evidence of payment of any stamp duty payable with respect to the transfer is provided together with other evidence as the directors may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his or her behalf, the authority of the person to do so. We will replace lost or destroyed certificates for shares upon notice to us and upon, among other things, the applicant furnishing evidence and indemnity as the directors may require and the payment of all applicable fees.

Shareholders who hold Maxeon shares electronically in book-entry form through the facilities of the DTC and that wish to become registered shareholders must contact the broker, bank, nominee or other institution that holds their shares and complete a transfer of these shares from DTC to themselves (by transferring such shares to an account maintained by Computershare, our transfer agent and registrar) according to the procedures established by DTC, such broker, bank, nominee or other institution and Computershare.

Election and Re-election of Directors

Under our Constitution, our shareholders by ordinary resolution, or the Maxeon Board, may appoint any person to be a director as an additional director or to fill a casual vacancy, provided that any person so appointed by the Maxeon Board shall hold office only until the next annual general meeting, and shall then be eligible for re-election, subject to the Shareholders Agreement. See also "Item 6.C. *Board Practices*".

Shareholders' Meetings

We are required to hold an annual general meeting within six months after the end of each financial year. Our previous financial year ended on December 31, 2024 and subsequent financial years will end on the last day of a period of 12 months after the end of the previous financial year. The Maxeon Board may convene an extraordinary general meeting whenever they think fit and they must do so upon the written request of shareholders holding not less than one-tenth of the paid-up shares as at the date of deposit carries the right to vote at general meetings (disregarding paid-up capital held as treasury shares). In addition, two or more shareholders holding not less than one-tenth of our total number of issued shares (excluding our treasury shares) may call a meeting of our shareholders. The Singapore Companies Act requires not less than:

- 14 days' written notice to be given by us of a general meeting to pass an ordinary resolution; and

- 21 days' written notice to be given by us of a general meeting to pass a special resolution,

to every member. Our Constitution further provides that in computing the notice period, both the day on which the notice is served, or deemed to be served, and the day on which the meeting is to be held shall be excluded.

The Singapore Companies Act provides that a shareholder is entitled to attend any general meeting and speak on any resolution put before the general meeting. Unless otherwise required by law or by our Constitution, voting at general meetings is by ordinary resolution, requiring the affirmative vote of a simple majority of the shareholders present in person or represented by proxy at the meeting and entitled to vote on the resolution. An ordinary resolution suffices, for example, for appointments of directors. A special resolution, requiring an affirmative vote of not less than three-fourths of the shareholders present in person or represented by proxy at the meeting and entitled to vote on the resolution, is necessary for certain matters under Singapore Companies Act, such as an alteration of our Constitution.

Voting Rights

Voting at any meeting of shareholders is by a show of hands unless a poll is required by the rules and regulations of any applicable stock exchange or duly demanded before or on the declaration of the result of the show of hands. If voting is by a show of hands, every shareholder who is entitled to vote and who is present in person or by proxy at the meeting has one vote. On a poll, every shareholder who is present in person or by proxy or by attorney, or in the case of a corporation, by a representative, has one vote for every share held by such shareholder or which such shareholder represents. Proxies need not be shareholders.

Only those shareholders who are registered in our register of members will be entitled to vote at any meeting of shareholders. Where our shares are held through the facilities of the DTC, DTC will grant an omnibus proxy to DTC participants holding Maxeon shares in book-entry form through a broker, bank, nominee, or other institution that is a direct or indirect participant of DTC. Such shareholders will have the right to instruct their broker, bank, nominee or other institution holding these shares on how to vote such shares by completing the voting instruction form provided by the applicable broker, bank, nominee, or other institution. Whether voting is by a show of hands or by a poll, DTC's vote will be voted by the chairman of the meeting according to the results of the votes of the DTC participants (which results will reflect the instructions received from shareholders that own Maxeon shares electronically in book-entry form). In the case of a tie vote, the chairman of the meeting shall be entitled to a casting vote.

Dividends

All of our shareholders have the right to participate in any dividends. We have no current plans to pay annual or semi-annual cash dividends. However, although we have no plan to do so, in the event that we divest a portion of, or our entire equity interest in, any of our businesses, we may distribute such cash proceeds or declare a distribution-in-kind of shares in our businesses. Under Singapore law, no dividend may be paid except out of profits. Any dividends would be limited by the amount of available distributable reserves, which, under Singapore law, will be assessed on the basis of our standalone unconsolidated accounts (which will be based upon the Singapore Financial Reporting Standards (International)). Under Singapore law, it is possible to effect a capital reduction exercise to return cash and/or assets to our shareholders. The completion of a capital reduction exercise can be effected in several ways, including by a special resolution of shareholders and the signing of a solvency statement by the directors and pursuant to such other conditions as set out in the Singapore Companies Act or pursuant to the approval of the Singapore Courts, and we may not be successful in our attempts to obtain such approval.

Additionally, because we are a holding company, our ability to pay cash dividends, or declare a distribution-in-kind of the ordinary shares of any of our businesses, may be limited by restrictions on our ability to obtain sufficient funds through dividends from our businesses, including restrictions under the terms of the agreements governing the indebtedness of our businesses. Subject to the foregoing, the payment of cash dividends in the future, if any, will be at the discretion of the Maxeon Board and will depend upon such factors as earnings levels, capital requirements, contractual restrictions, our overall financial condition, available distributable reserves and any other factors deemed

relevant by the Maxeon Board. Generally, a final dividend is declared out of profits disclosed by the accounts presented to the annual general meeting, and requires approval of our shareholders. However, the Maxeon Board may declare interim dividends without approval of our shareholders.

Reserves

The Maxeon Board may from time to time set aside out of the profits of Maxeon and reserve such sums as they think proper which, at the discretion of the Maxeon Board, shall be applicable for any purpose to which the profits of Maxeon may properly be applied and pending such application may either be employed in the business of Maxeon or be invested. The Maxeon Board may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided or, without placing the same to reserve, carry forward any profits, subject to applicable laws.

Bonus and Rights Issues

In a general meeting, our shareholders may, upon the recommendation of the directors, capitalize any reserves or profits and distribute them as fully paid bonus shares to the shareholders in proportion to their shareholdings.

Singapore Code on Take-Overs and Mergers

The Singapore Take-overs Code regulates, among other things, the acquisition of voting rights of corporations and business trusts with a primary listing in Singapore, public companies and registered business trusts with a primary listing overseas as well as unlisted public companies and unlisted registered business trusts with more than 50 shareholders or unitholders (as the case may be) and net tangible assets of S\$5.0 million or more. Any person acquiring shares, whether by a series of transactions over a period of time or not, either on his own or together with parties acting in concert (as defined in the Singapore Take-over Code) with such person, in 30% or more of the voting rights of our company, or, if such person holds, either on his own or together with parties acting in concert with such person, not less than 30% but not more than 50% of the voting rights of our company, and such person (or parties acting in concert with such person) acquires additional shares carrying more than 1% of our voting rights of our company in any six-month period, must, except with the consent of the Securities Industry Council of Singapore, immediately extend a mandatory take-over offer for all the remaining voting shares in accordance with the provisions of the Singapore Take-overs Code. The primary responsibility for ensuring compliance with the Singapore Take-overs Code rests with parties (including company directors) to a take-over or merger and their advisors.

Under the Singapore Take-overs Code, persons “acting in concert” comprise individuals or companies who, pursuant to an agreement or understanding (whether formal or informal), cooperate, through the acquisition by any of them of shares in a company, to obtain or consolidate effective control of that company. Certain individuals and companies are presumed to be acting in concert with each other unless the contrary is established. They include:

- a company and its parent company, subsidiaries or fellow subsidiaries (together, the related companies), the associated companies of any of the company and its related companies, companies whose associated companies include any of these companies and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing for the purchase of voting rights;
- a company with any of its directors (together with their close relatives, related trusts as well as companies controlled by any of the directors, their close relatives and related trusts);
- a company with any of its pension funds and employee share schemes;
- a person with any investment company, unit trust or other fund whose investment such person manages on a discretionary basis but only in respect of the investment account which such person manages;
- a financial or other professional advisor, including a stockbroker, with its client in respect of the shareholdings of the advisor and persons controlling, controlled by or under the same control as the advisor;
- directors of a company (together with their close relatives, related trusts and companies controlled by any of such directors, their close relatives and related trusts) which is subject to an offer or where the directors have reason to believe a bona fide offer for their company may be imminent;
- partners; and
- an individual and such person’s close relatives, related trusts, any person who is accustomed to act in accordance with such person’s instructions and companies controlled by the individual, such person’s close relatives, related trusts or any person who is accustomed to act in accordance with such person’s instructions and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing for the purchase of voting rights.

Subject to certain exceptions, a mandatory take-over offer must be in cash or be accompanied by a cash alternative at not less than the highest price paid by the offeror or parties acting in concert with the offeror for the voting rights of the offeree company during the offer period and within six months prior to its commencement.

Under the Singapore Take-overs Code, where effective control of a company is acquired or consolidated by a person, or persons acting in concert, a general offer to all other shareholders is normally required. In the case where our company has more than one class of equity share capital, a comparable offer must be made for each class in

accordance with the Singapore Take-overs Code and the Securities Industry Council of Singapore should be consulted in advance in such cases. In addition, an offeror must treat all shareholders of the same class in an offeree company equally. A fundamental requirement is that shareholders in the company subject to the take-over offer must be given sufficient information, advice and time to consider and decide on the offer. These legal requirements may impede or delay a take-over of our company by a third party.

The Singapore Take-overs Code generally provides that the board of an offeree company should bring an offer to its shareholders in accordance with the Singapore Take-overs Code and refrain from an action which will deny the shareholders from the possibility to decide on the offer.

On January 30, 2020, the Securities Industry Council of Singapore waived application of the Singapore Take-overs Code to us, subject to certain conditions. Pursuant to the waiver, for as long as we are not listed on a securities exchange in Singapore, and except in the case of a tender offer (within the meaning of U.S. securities laws) where the Tier 1 Exemption is available and the offeror relies on the Tier 1 Exemption to avoid full compliance with the tender offer rules promulgated under the Exchange Act, the Singapore Take-overs Code shall not apply to us. In connection with receipt of the waiver, the SunPower board submitted to the Securities Industry Council of Singapore a written confirmation to the effect that it is in the interests of SunPower shareholders who will become holders of Maxeon shares as a result of the Spin-off that a waiver of the provisions of the Singapore Take-overs Code is obtained.

Liquidation or Other Return of Capital

On a winding-up or other return of capital, subject to any special rights attaching to any other class of shares and preferential rights under law, holders of shares will be entitled to participate in any surplus assets in proportion to their shareholdings.

Limitations on Rights to Hold or Vote Ordinary Shares

Except as discussed above under “—Singapore Code on Take-overs and Mergers,” there are no limitations imposed by the laws of Singapore or by our Constitution on the right of non-resident shareholders to hold or vote with respect to ordinary shares, nor does our Constitution discriminate against any existing or prospective shareholder as a result of such shareholder owning a substantial number of Maxeon shares.

Limitations of Liability and Indemnification Matters

Pursuant to the Singapore Companies Act, any provision that purports to exempt an officer of a company (to any extent) from any liability that would otherwise attach to him or her or any provision by which a company directly or indirectly provides an indemnity (to any extent) for an officer of the company against any liability attaching to him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the company is void. This prohibition applies to any provision, whether contained in the company’s constitution or in any contract with the company or otherwise. However, the Singapore Companies Act specifically provides that we are allowed to:

- purchase and maintain for any officer of the company insurance against any liability that would otherwise attach to such officer in connection with any negligence, default, breach of duty or breach of trust in relation to the company; and
- indemnify any officer against liability incurred by the officer to a person other than the company, except when the indemnity is against: (a) any liability of the officer to pay: (i) a fine in criminal proceedings; or (ii) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or; (b) any liability incurred by the officer: (i) in defending criminal proceedings in which the officer is convicted; (ii) in defending civil proceedings brought by the company or a related company in which judgment is given against the officer; or (iii) in connection with an application for relief under Sections 76A(13) or 391 of the Singapore Companies Act in which the court refuses to grant the officer relief.

- Furthermore, the Singapore Companies Act also provides that any provision, whether in the constitution or in any contract with a company or otherwise, for exempting any auditor of the company from, or indemnifying the auditor against, any liability which by law would otherwise attach to the auditor in respect of any negligence, default, breach of duty or breach of trust of which the auditor may be guilty in relation to the company is void. However, the Singapore Companies Act specifically provides that we are allowed to:
- indemnify any auditor against any liability incurred or to be incurred by such auditor in defending any proceedings (whether civil or criminal) in which judgment is given in such auditor's favor or in which such auditor is acquitted; and
- indemnify any auditor against any liability incurred or to be incurred by such auditor in connection with any application under Sections 76A(13) or 391 of the Singapore Companies Act in which relief is granted to such auditor by the court.

Our Constitution provides that, subject to the provisions of and so far as may be permitted by the Singapore Companies Act and any other applicable law, every director, chief executive officer, auditor, secretary or other officer of our company shall be entitled to be indemnified by our company against all costs, charges, losses, expenses and liabilities incurred or to be incurred by him or her in the execution and discharge of his or her duties or in relation thereto and in particular and without prejudice to the generality of the foregoing, no director, secretary or other officer of our company shall be liable for the acts, receipts, neglect or defaults of any other director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to our company through the insufficiency or deficiency of title to any property acquired by order of the directors for or on behalf of our company or for the insufficiency or deficiency of any security in or upon which any of the moneys of our company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited or left or for any other loss, damage or misfortune whatsoever which shall happen to or be incurred by our company in the execution of the duties of his or her office or in relation thereto unless the same shall happen through his or her own negligence, willful default, breach of duty or breach of trust.

The limitation of liability and indemnification provisions in our Constitution may discourage shareholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our shareholders. A shareholder's investment may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable.

Comparison of Shareholder Rights

The information in this section has been included previously in our registration statement on Amendment No. 2 to Form 20-F (File No. 001-39368) filed with the SEC on July 31, 2020 and has not changed since, and therefore is incorporated by reference to that registration statement.

10.C. MATERIAL CONTRACTS

For information concerning our material contracts, see "Item 4. Information On The Company", "Item 5. Operating And Financial Review And Prospects" and "Item 7.B. Related Party Transactions."

10.D. EXCHANGE CONTROLS

There are currently no exchange control restrictions in effect in Singapore.

10.E. TAXATION

The following summary of the U.S. federal income tax and Singapore tax consequences of receipt, ownership and disposition of our shares is based upon laws, regulations, decrees, rulings, income tax conventions (treaties),

administrative practice and judicial decisions in effect at the date of this registration statement. Legislative, judicial or administrative changes or interpretations may, however, be forthcoming that could alter or modify the descriptions and conclusions set forth herein. Any such changes or interpretations may be retroactive and could affect the tax consequences to holders of our shares. This summary does not purport to be a legal opinion or to address all tax aspects that may be relevant to a holder of our shares. Each prospective holder is urged to consult its own tax advisor as to the particular tax consequences to such holder of the receipt, disposition and ownership of our shares, including the applicability and effect of any other tax laws or tax treaties, of pending or proposed changes in applicable tax laws as of the date of this registration statement, and of any actual changes in applicable tax laws after such date.

Material U.S. Federal Income Tax Considerations

The following summarizes certain U.S. federal income tax considerations to U.S. Holders (as defined below), of owning and disposing of our shares, as well as certain considerations relating to the Spin-off. This summary applies only to U.S. Holders that hold our shares as capital assets (generally, property held for investment). Unless otherwise provided, this summary does not discuss reporting requirements.

This summary is based on the Code, its legislative history, Treasury regulations promulgated under the Code and on judicial and administrative interpretations of the Code and the Treasury regulations, all as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect. This summary does not purport to be a complete description of the consequences of the transactions described in this registration statement, nor does it address the application of estate, gift or non-income U.S. federal tax laws, the Medicare tax on net investment income or any state, local or foreign tax laws. The tax treatment of a holder of our shares may vary depending upon that holder's particular situation. Moreover, this summary does not address certain holders that may be subject to special rules not discussed below, such as (but not limited to):

- persons that are not U.S. Holders (as defined below);
- persons that are subject to alternative minimum taxes;
- insurance companies;
- tax-exempt entities, "individual retirement accounts" or "Roth IRAs";
- banks and other financial institutions;
- real estate investment companies and regulated investment companies;
- U.S. expatriates;
- broker-dealers;
- persons required for U.S. federal income tax purposes to accelerate the recognition of any item of gross income with respect to our shares as a result of such income being recognized on an applicable financial statement;
- partnerships (or other entities classified as partnerships for U.S. federal income tax purposes) and other pass-through entities and persons that hold our shares through partnerships (or other entities classified as pass-through entities for U.S. federal income tax purposes);
- a U.S. Holder that owns shares through a non-U.S. broker or other non-U.S. intermediary;
- holders whose functional currency is not the U.S. dollar;
- persons that actually or constructively own 10% or more of the total combined voting power of all classes of our voting stock;

- persons owning our shares in connection with a trade or business conducted outside of the United States;
- traders in securities that elect to apply a mark-to-market method of accounting;
- holders that hold our shares as part of a “hedge,” “straddle,” “conversion,” “constructive sale,” “wash sale,” or other risk reduction transaction, an integrated transaction or other similar transaction for U.S. federal income tax purposes; and
- individuals who receive our shares upon the exercise of compensatory options or otherwise as compensation.

Moreover, no advance rulings have been or will be sought from the IRS regarding any matter discussed in this registration statement.

U.S. Holders and prospective investors should consult their tax advisors regarding the application of the U.S. federal tax rules to their particular circumstances as well as the state, local, non U.S. and other tax consequences to them of the receipt, ownership and disposition of our shares.

For purposes of this summary, a “U.S. Holder” is a beneficial owner of our shares that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in the United States or under the laws of the United States;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust that (1) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons for all substantial decisions or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

If a partnership (or other entity taxable as a partnership for U.S. federal income tax purposes) holds our shares, the tax treatment of a partner in such partnership will generally depend upon the status of the partner and the activities of the partnership. If you are a partner in a partnership holding our shares, you should consult your tax advisor.

Tax Matters in Connection with the Spin-off

SunPower received a Tax Opinion providing that the distribution of Maxeon shares should not result in any recognition of gain or loss for U.S. federal income tax as to (and no amount should be includible in the income of) SunPower shareholders. The Tax Opinion is subject to qualifications and limitations. In connection with the Spin-off, we have also entered into a tax matters agreement with SunPower, which restricts us from taking certain actions that could affect the qualification of the distribution as tax-free to SunPower shareholders.

If it were determined that the distribution did not so qualify, we could be required to indemnify SunPower for taxes resulting therefrom. This could occur if, notwithstanding our intentions, we take or fail to take any action we are prohibited from taking or required to take by the terms of the tax matters agreement to preserve the intended tax treatment of the transaction, a representation or covenant we made that serves as the basis for the Tax Opinion is determined to be false or as a result of the application of legal rules that depend in part on facts outside our control. For example, U.S. tax law requires that both SunPower and we continue to remain engaged in our respective active trades and businesses. If we cease to so engage in our active trades and businesses in a manner that causes the distributions under the Spin-off to become taxable, we would be required to indemnify SunPower for any taxes and related costs resulting from our actions. Our indemnification obligations to SunPower in these circumstances are set forth in the tax matters agreement referenced above in “Item 7.B. Related Party Transactions—Agreements with SunPower, TZE and TotalEnergies in Connection with the Spin-off.” If we are required to indemnify SunPower, we may be subject to substantial liabilities that could materially adversely affect our financial position.

Taxation of Dividends and Other Distributions on the Shares

We have no current plans to pay annual or semi-annual cash dividends (see “Item 10.B. Memorandum and Articles of Association—Dividends.”). If, however, we do pay dividends and subject to the discussion below under “—Passive Foreign Investment Company”, the gross amount of any such distribution made to a U.S. Holder with respect to our shares, generally will be includible in income on the day on which the distribution is actually or constructively received by a U.S. Holder as dividend income to the extent the distribution is paid out of our current or accumulated earnings and profits. Such dividends will not be eligible for the dividends-received deduction generally allowed to U.S. corporations with respect to dividends received from other U.S. corporations. Distributions in excess of our current and accumulated earnings and profits will be treated first as a non-taxable return of capital, thereby reducing the U.S. Holder’s adjusted tax basis in our shares (but not below zero), and thereafter as either long-term or short-term capital gain depending upon whether the U.S. Holder held our shares for more than one year as of the time such distribution is actually or constructively received. Because we do not prepare calculations of our earnings and profits using U.S. federal income tax principles, it is expected that distributions generally will be taxable to U.S. Holders as dividends.

Distributions treated as dividends that are received by a non-corporate U.S. Holder (including an individual) from “qualified foreign corporations” generally qualify for a reduced tax rate so long as (i) the shares on which the dividends are paid are readily tradable on an established securities market in the U.S. or we are eligible for the benefits of a comprehensive income tax treaty with Singapore, (ii) we are not a PFIC nor treated as such with respect to a U.S. Holder (as discussed below) for either our taxable year in which the dividend was paid or for the preceding taxable year, and (iii) certain holding period requirements are met. Dividends paid on our shares should qualify for the reduced rate if we are treated as a “qualified foreign corporation” by virtue of our stock with respect to which such dividend was paid being readily tradable on NASDAQ. The United States does not currently have a comprehensive income tax treaty with Singapore, therefore, if our shares are not considered to be readily tradable on an established securities market in the United States (such as NASDAQ), we will not be treated as a “qualified foreign corporation” and dividends with respect to our shares will not qualify for the reduced rate.

Dividends on our shares received by a U.S. Holder will generally be treated as foreign source income for U.S. foreign tax credit purposes and generally will be treated as “passive category income” for U.S. foreign tax credit purposes. The creditability of non-U.S. income taxes is subject to limitations, including some that vary depending on a U.S. Holder’s circumstances. In addition, recently issued U.S. Treasury regulations require non-U.S. income tax laws to meet certain requirements in order for taxes imposed under such laws to be eligible for credit. We have not determined whether these requirements have been met with respect to Singapore withholding taxes. In lieu of claiming a foreign tax credit, U.S. Holders may, at their election, deduct foreign taxes, including any Singaporean income taxes, in computing their taxable income, subject to generally applicable limitations under U.S. law. An election to deduct foreign taxes instead of claiming foreign tax credits applies to all foreign taxes paid or accrued in the taxable year. U.S. Holders should consult their tax advisers regarding the creditability or deductibility of Singapore taxes withheld with respect to the shares generally and in their particular circumstances.

The amount of any dividend paid in Singapore dollar will equal the U.S. dollar value of the Singapore dollar received, calculated by reference to the exchange rate in effect on the date the dividend is received by U.S. Holders, regardless of whether the Singapore dollars are converted into U.S. dollars. If the Singapore dollars received as a dividend are converted into U.S. dollars on the date of receipt, a U.S. Holder generally will not be required to recognize foreign currency gain or loss in respect of the dividend income. If the Singapore dollars received as a dividend are not converted into U.S. dollars on the date of receipt, a U.S. Holder will have a basis in the Singapore dollars equal to their U.S. dollar value on the date of receipt. Any gain or loss realized on a subsequent conversion or other disposition of the Singapore dollars will be treated as U.S. source ordinary income or loss.

Taxation of Dispositions of the Shares

A U.S. Holder will recognize gain or loss on the sale or other taxable disposition of our shares in an amount equal to the difference between the amount realized on such sale or other taxable disposition and such U.S. Holder's adjusted tax basis in our shares. Subject to the PFIC rules discussed below, such gain or loss generally will be long-term capital gain (taxable at a reduced rate for non-corporate U.S. Holders) or loss if, on the date of sale or disposition, such shares were held by such U.S. Holder for more than one year. The deductibility of capital losses is subject to significant limitations. Gain or loss, if any, recognized by a U.S. Holder generally will be treated as U.S. source gain or loss, as the case may be for foreign tax credit purposes.

If any Singaporean tax is imposed on the sale or other disposition of our shares, a U.S. Holder's amount realized will include the gross amount of the proceeds of the sale or other disposition before deduction of the Singaporean tax. See "Item.10.E. *Taxation—Material Singapore Tax Considerations—Income Taxation Under Singapore Law—Capital Gains upon Disposition of Shares*" for a description of when a disposition may be subject to taxation by Singapore. U.S. Holders should consult their own tax advisors concerning the creditability or deductibility of any Singaporean income tax imposed on the disposition of shares in their particular circumstances.

U.S. Holders should consult their tax advisors regarding the particular tax considerations to them of the ownership and disposition of our shares under the laws of the United States (federal, state and local) or any other relevant taxation jurisdiction.

Passive Foreign Investment Company

In general, a non-U.S. corporation will be classified as a PFIC for U.S. federal income tax purposes for any taxable year in which either (i) 75% or more of its gross income consists of certain types of "passive" income or (ii) 50% or more of the fair market value of its assets (determined on the basis of a quarterly average) produce or are held for the production of passive income. For this purpose, "gross income" generally includes all sales revenues less the cost of goods sold, plus income from investments and from incidental or outside operations or sources, and "passive income" generally includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions. For this purpose, cash is categorized as a passive asset and our unbooked intangibles will be taken into account and generally treated as non-passive assets. We will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, 25% or more (by value) of the shares. As a publicly traded foreign corporation we intend for this purpose to treat the aggregate fair market value of our gross assets as being equal to the aggregate value of our outstanding stock ("market capitalization") plus the total amount of our liabilities and to treat the excess of the fair market value of our assets over their book value as a non-passive asset to the extent attributable to our non-passive income.

Based on the nature of our business, the composition of our income and assets, and the value of our shares, we do not believe we were a PFIC for the taxable year ended December 31, 2024 and do not anticipate being a PFIC for our current taxable year or in the foreseeable future. Nevertheless, because PFIC status is a factual determination made annually after the close of each taxable year on the basis of the composition of our income and assets, there can be no assurance that we will not be a PFIC for the current taxable year or any future taxable year.

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our shares, the U.S. Holder will generally be subject to imputed interest taxes, characterization of any gain from the sale or exchange of our

shares as ordinary income, and other disadvantageous tax treatment with respect to our shares unless the U.S. Holder makes a mark-to-market election (as described below). Further, if we are classified as a PFIC for any taxable year during which a U.S. Holder holds our shares and any of our non-U.S. subsidiaries is also a PFIC, such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of each such non-U.S. subsidiary classified as a PFIC (each such subsidiary, a lower tier PFIC) for purposes of the application of these rules. U.S. Holders should consult their tax advisors regarding the application of the PFIC rules to any of our subsidiaries.

As an alternative to the foregoing rules, a U.S. holder of "marketable stock" in a PFIC may make a mark-to-market election. A mark-to-market election may be made with respect to our shares, provided they are actively traded, defined for this purpose as being traded on a "qualified exchange," other than in de minimis quantities, on at least 15 days during each calendar quarter. We anticipate that our shares should qualify as being actively traded, but no assurances may be given in this regard. If a U.S. Holder of our shares makes this election, the U.S. Holder will generally (i) include as ordinary income for each taxable year the excess, if any, of the fair market value of our shares held at the end of the taxable year over the adjusted tax basis of such shares and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of our shares over the fair market value of such shares held at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. The U.S. Holder's adjusted tax basis in our shares would be adjusted to reflect any income or loss resulting from the mark-to-market election. In addition, any gain such U.S. Holder recognizes upon the sale or other disposition of our shares will be treated as ordinary income and any loss will be treated as ordinary loss, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. If a U.S. Holder makes a mark-to-market election in respect of a corporation classified as a PFIC and such corporation ceases to be classified as a PFIC, the U.S. Holder will not be required to take into account the gain or loss described above during any period that such corporation is not classified as a PFIC. In the case of a U.S. Holder who has held our shares during any taxable year in respect of which we were classified as a PFIC and continues to hold such shares (or any portion thereof) and has not previously made a mark-to-market election, and who is considering making a mark-to-market election, special tax rules may apply relating to purging the PFIC taint of such shares. Because a mark-to-market election cannot be made for any lower tier PFICs that we may own, a U.S. Holder may continue to be subject to the PFIC rules with respect to such U.S. Holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for U.S. federal income tax purposes.

We do not intend to provide the information necessary for U.S. Holders of our shares to make a qualified electing fund election, which, if available, would result in tax treatment different from the general tax treatment for PFICs described above.

If a U.S. Holder owns our shares during any taxable year that we are a PFIC, such U.S. Holder generally must file an annual report containing such information as the U.S. Treasury may require on IRS Form 8621 (or any successor form). A failure to file this form generally will suspend the statute of limitations with respect to any tax return, event, or period to which such report relates (potentially including with respect to items that do not relate to a U.S. holder's investment in our shares).

Each U.S. Holder should consult its tax advisor concerning the U.S. federal income tax consequences of receiving, holding, and disposing of our shares if we are or become classified as a PFIC, including the possibility of making a mark-to-market election.

Information Reporting and Backup Withholding

Payments of dividends and sales proceeds from a sale, exchange or other taxable disposition (including redemption) of our shares that are made within the United States, by a U.S. payer or through certain U.S.-related financial intermediaries to a U.S. Holder generally are subject to information reporting, unless the U.S. Holder is a corporation or other exempt recipient. In addition, such payments may be subject to backup withholding, unless (1) the U.S. Holder is a corporation or other exempt recipient or (2) the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding in the manner required.

Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder will generally be allowed as a credit against the U.S. Holder's U.S. federal income tax liability or may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the IRS. Each U.S. Holder

should consult its own tax advisor regarding the information reporting and backup withholding rules in its particular circumstances and the availability of and procedures for obtaining an exemption from backup withholding.

Foreign Financial Asset Reporting

Certain U.S. Holders who are individuals or certain specified entities that own “specified foreign financial assets” with an aggregate value in excess of U.S.\$50,000 (and in some circumstances, a higher threshold) may be required to report information relating to our shares by attaching a complete IRS Form 8938, Statement of Specified Foreign Financial Assets (which requires U.S. Holders to report “foreign financial assets,” which generally include financial accounts held at a non-U.S. financial institution, interests in non-U.S. entities, as well as stock and other securities issued by a non-U.S. person), to their tax return for each year in which they hold our shares, subject to certain exceptions (including an exception for our shares held in accounts maintained by U.S. financial institutions). U.S. Holders should consult their tax advisors regarding their reporting obligations with respect to their acquisition, ownership, and disposition of our shares.

Treatment of Maxeon as a U.S. Company for U.S. Federal Income Tax Purposes

Under current U.S. federal income tax law, a corporation is generally considered a tax resident in the jurisdiction of its organization or incorporation. Thus, as a corporation organized under the laws of Singapore, we expect to be classified as a non-U.S. corporation (and therefore a non-U.S. tax resident) for U.S. federal income tax purposes. In certain circumstances, however, Section 7874 of the Code may cause a corporation organized outside the United States to be treated as a U.S. corporation (and, therefore, taxable in the United States) unless one or more exceptions apply. The application of Section 7874 of the Code and its various exceptions is complex and subject to factual and legal uncertainties, with respect to some of which the IRS has yet to issue guidance. Moreover, changes to Section 7874 of the Code or the U.S. Treasury regulations promulgated thereunder (or other relevant provisions of U.S. federal income tax law), which may be given prospective or retroactive effect, could adversely affect our status as a non-U.S. corporation for U.S. federal income tax purposes. As a result, there can be no assurance that the IRS will agree with the position that we should not be treated as a U.S. corporation for U.S. federal income tax purposes; however, we expect that Section 7874 of the Code will not apply to treat us as a U.S.-resident corporation for U.S. federal income tax purposes. The foregoing discussion assumes that we are not treated as a U.S. corporation for U.S. federal income tax purposes.

If we were to be treated as a U.S. corporation for U.S. federal income tax purposes, we would be subject to U.S. corporate income tax on our worldwide income and the income of our non-U.S. subsidiaries would be subject to U.S. tax when deemed recognized under the U.S. federal income tax rules for controlled foreign subsidiaries. The gross amount of any dividends paid by us to a non-U.S. shareholder would be subject to U.S. withholding tax at a rate of 30% unless the non-U.S. shareholder were to be eligible for an exemption or reduced withholding rate under an applicable income tax treaty. However, the application of income tax treaties and relief thereunder to foreign corporations re-characterized as U.S. corporations pursuant to Section 7874 of the Code is subject to substantial uncertainty. In the event Section 7874 were to apply to an investment in our shares, non-U.S. investors in our shares should consult their advisors as to the potential application of any income tax treaty provisions to income received with respect to our shares. Also, in the event we were to be re-characterized as a U.S. corporation under Section 7874 of the Code, dividends paid by us to a U.S. Holder would be subject to U.S. reporting and backup withholding requirements as if we were a U.S. corporation.

Material Singapore Tax Considerations

The following discussion is a summary of Singapore income tax, goods and services tax (“GST”) and stamp duty considerations relevant to the acquisition, ownership and disposition of our shares by an investor who is not tax resident or domiciled in Singapore and who does not carry on business or otherwise have a presence in Singapore. The statements made herein regarding taxation are general in nature and based upon certain aspects of the current tax laws of Singapore and administrative guidelines issued by the relevant authorities in force as of the date hereof and are subject to any changes in such laws or administrative guidelines or the interpretation of such laws or guidelines occurring after such date, which changes could be made on a retrospective basis. The statements made herein do not purport to be a comprehensive or exhaustive description of all of the tax considerations that may be

relevant to a decision to acquire, own or dispose of our shares and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities) may be subject to special rules. Prospective shareholders are advised to consult their own tax advisors as to the Singapore or other tax consequences of the acquisition, ownership of or disposal of our shares, taking into account their own particular circumstances. The statements below are based upon the assumption that we are a tax resident in Singapore for Singapore income tax purposes and we (including our subsidiaries) do not own any Singapore residential properties. It is emphasized that neither us nor any other persons involved in this registration statement accepts responsibility for any tax effects or liabilities resulting from the acquisition, holding or disposal of our shares.

Income Taxation Under Singapore Law

Dividends or Other Distributions with Respect to Shares

Singapore does not impose withholding tax on dividend distributions. Under the one-tier corporate tax system, dividends paid by a Singapore tax resident company will be tax exempt in the hands of a shareholder, whether or not the shareholder is a company or an individual and whether or not the shareholder is a Singapore tax resident.

A company is regarded as tax resident in Singapore if the control and management of the company's business is exercised in Singapore. Control and management is defined as the making of decisions on strategic matters, such as those concerning the company's policy and strategy. Generally, the location of the company's board of directors meetings where strategic decisions are made determines where the control and management is exercised. However, under certain scenarios, holding board meetings in Singapore may not be sufficient and other factors will be considered to determine if the control and management of the business is indeed exercised in Singapore.

Capital Gains upon Disposition of Shares

Any gains considered to be in the nature of capital made from the sale of our shares will not be taxable in Singapore to the extent that they do not fall within the ambit of the new Section 10L of the Income Tax Act 1947 of Singapore ("ITA"), which came into effect on 1 January 2024. Any gains of an income nature would be subject to tax at the prevailing corporate income tax rate of 17.0%. There are no specific laws or regulations which deal with the characterization of whether a gain is income or capital in nature. Gains arising from the disposal of our shares may be construed to be of an income nature and subject to Singapore income tax, if they arise from activities which the Inland Revenue Authority of Singapore ("IRAS") regards as the carrying on of a trade or business in Singapore. Such gains, even if they do not arise from an activity in the ordinary course of trade or business or from an ordinary incident of some other business activity, may also be considered gains or profits of an income nature if the investor had the intention or purpose of making a profit at the time of acquisition of our shares.

However, under Singapore tax laws, subject to section 10L of the ITA, there is a temporary safe harbor rule where any gains derived by a divesting company from its disposal of ordinary shares in an investee company between June 1, 2012 and December 31, 2027 are generally exempt from tax if immediately prior to the date of the relevant disposal, the divesting company has held at least 20% of the ordinary shares in the investee company for a continuous period of at least 24 months. Subject to certain prescribed exemptions, the safe harbor rule is only applicable if the divesting company, at the time of lodgment of its income tax return in Singapore relating to the period in which the disposal of ordinary shares occurred, provides such information and documentation as may be specified by the IRAS.

Under Section 10L of the ITA, gains received in Singapore by an entity of a relevant group from the sale or disposal of any movable or immovable property outside Singapore will be treated as income chargeable to tax under Section 10(1)(g) of the ITA under certain circumstances. Any registered shares, equity securities or securities will be deemed to be located outside Singapore if the register or principal register (if there is more than one register) is located outside Singapore regardless of where the company is incorporated. If our shares are deemed to be foreign assets, gains from their disposal will be subject to tax if an entity of a relevant group (other than an excluded entity) disposed of our shares on or after 1 January 2024. An entity is a member of a group of entities if its assets, liabilities, income, expenses and cash flows are (a) included in the consolidated financial statements of the parent entity of the group; or (b) excluded from the consolidated financial statements of the parent entity of the group solely on size or materiality grounds or on the grounds that the entity is held for sale. A group is a relevant group if: (a) the entities

of the group are not all incorporated, registered or established in Singapore; or (b) any entity of the group has a place of business outside Singapore. An excluded entity is defined in section 10L of the ITA to include a pure equity-holding company or any other entity without adequate economic substance in Singapore taking into account factors enumerated in Section 10L of the ITA.

Investors are advised to consult their own tax advisors on the applicable tax treatment if they received gains in Singapore from the disposal of our shares.

Adoption of FRS 39, FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes

Holders of our shares who apply or who are required to apply Financial Reporting Standard ("FRS") 39, FRS 109 or Singapore Financial Reporting Standard (International) 9 ("SFRS(I) 9") (as the case may be), for Singapore income tax purposes may be required to recognize gains or losses (not being gains or losses in the nature of capital) on our shares, irrespective of disposal, in accordance with FRS 39 or FRS 109 or SFRS(I) 9 (as the case may be).

Shareholders should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of our shares.

Global Anti-Base Erosion Model Rules (Pillar Two)

The Global Anti-Base Erosion Model Rules (Pillar Two) rules are implemented in Singapore via the Multinational Enterprise (Minimum Tax) Act 2024 ("MMTA"). It introduces (1) the multinational enterprise top-up tax ("MTT"), and (2) the domestic top-up tax ("DTT").

The MMTA will apply to a multinational enterprise ("MNE") group for a financial year beginning on or after 1 January 2025 if its annual consolidated group revenue (determined by reference to the consolidated financial statements of its ultimate parent entity) for at least 2 financial years out of the 4 financial years immediately before that financial year is equal to or exceeds EUR 750 million.

MTT applies to a Singapore parent entity's ownership interest in its relevant entities outside Singapore and its stateless entities. The minimum rate for MTT is 15% and the top-up amount is computed using the effective tax rate ("ETR") that is calculated on a jurisdictional basis for an MNE group. The charging provision imposes MTT on an entity if (1) the entity is a responsible member of an MNE group at any time in the financial year, (2) the MNE group is an in-scope MNE group for the financial year, (3) the entity holds an ownership interest in another constituent entity ("CE") of the MNE group at any time in the financial year, (4) that other CE is located in a jurisdiction outside Singapore or is a stateless entity, and has a top up amount for the financial year, and (5) the entity is located in Singapore.

The DTT imposes a top-up tax on certain CEs located in Singapore to raise their ETR to at least 15%. The charging provision imposes DTT equivalent to the top-up tax on an MNE group for a financial year if (1) the MNE group is an in-scope MNE group, (2) at least one of its CEs is located in Singapore or is: (a) a flow through entity established, formed, incorporated or registered under the laws of Singapore, (b) not a responsible member, and (c) a reverse hybrid entity with respect to any of its income, expenditure, profit or loss, and (3) the MNE group has a top up amount for that financial year.

In-scope MNE groups are subject to various administrative requirements. This includes registering under the MMTA, designating a Singapore CE to be a Designated Local DTT Filing Entity / Designated Local GIR Filing Entity, submitting MTT and DTT returns, and making a GloBE information return ("GIR") filing.

The MTT and DTT regimes provide for safe harbours to reduce the MNE groups' compliance burden. Where a safe harbour is elected by an MNE group for a jurisdiction, the top-up amounts for qualifying entities of the MNE group in the jurisdiction are treated as nil. Singapore currently has three safe harbours: (1) transitional CbCR Safe Harbour, (2) simplified Calculations Safe Harbour, and (3) QDMTT Safe Harbour.

Goods and Services Tax

Issuance and transfer of our shares to investors belonging in Singapore is exempt from GST and to investors belonging outside Singapore is zero-rated (i.e., charged at 0% GST). Consequently, investors should not incur any GST on the subscription of our shares. The subsequent disposal of our shares by investors is similarly exempt from GST, zero-rated or out-of-scope, as the case may be. Services such as brokerage and handling services rendered by a GST-registered person to an investor belonging in Singapore in connection with the investor's purchase or transfer of our shares will be subject to GST at the prevailing standard-rate (8.0% for fiscal year 2023 and has increased to 9.0% effective from January 1, 2024). Similar services rendered contractually to and directly for the benefit of an investor belonging outside Singapore should be zero-rated (i.e., charged at 0% GST) provided that the investor is not physically present in Singapore at the time the services are performed.

Stamp Duty

Where our shares evidenced in certificated forms are acquired in Singapore, stamp duty is payable on the instrument of their transfer at the rate of 0.2% of the consideration or market value of our shares, whichever is higher.

Where an instrument of transfer (including electronic documents) is executed outside Singapore, stamp duty may be payable if the instrument of transfer is executed outside Singapore and is received in Singapore. The stamp duty is borne by the purchaser unless there is an agreement to the contrary. An electronic instrument that is executed outside Singapore is considered received in Singapore if (a) it is retrieved or accessed by a person in Singapore; (b) an electronic copy of it is stored on a device (including a computer) and brought into Singapore; or (c) an electronic copy of it is stored on a computer in Singapore.

On the basis that any transfer instruments in respect of our shares traded on the NASDAQ are executed outside Singapore through our transfer agent and share registrar in the United States for registration in our branch share register maintained in the United States, no stamp duty would be payable in Singapore on such transfers to the extent that the instruments of transfer (including electronic documents) are not received in Singapore.

As the relevant deeming provisions under Section 60F of the Stamp Duty Act 1929 of Singapore are quite broad, registered shareholders of our shares may wish to note that electronic document executed outside Singapore may still be deemed to be received in Singapore if the branch records is accessed/retrieved in Singapore. As it may not be practical to anticipate the circumstances where an instrument may be considered received in Singapore, investors should consult their tax advisors regarding the particular Singapore stamp duty implications for them.

Tax Treaties Regarding Withholding Taxes

There is no comprehensive avoidance of double taxation agreement between the United States and Singapore.

10.F. DIVIDENDS AND PAYING AGENTS

Not Applicable.

10.G. STATEMENT BY EXPERTS

Not Applicable.

10.H. DOCUMENTS ON DISPLAY

We are subject to the periodic reporting and other informational requirements of the Exchange Act. Under the Exchange Act, we are required to file reports and other information with the SEC. You may read any reports or other information that we file through EDGAR system through the SEC's website on the Internet at www.sec.gov. The information on that website is not part of this annual report and is not incorporated by reference herein. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

Our financial statements have been prepared in accordance with GAAP. We will furnish our shareholders with annual reports, which will include a review of operations and annual audited consolidated financial statements prepared in conformity with GAAP.

10.I. SUBSIDIARY INFORMATION

Not Applicable.

10.J. ANNUAL REPORT TO SECURITY HOLDERS

Not Applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The major financing risks faced by us will be managed by our treasury function. For information about the effects of currency and interest rate fluctuations and how we manage currency and interest risk, see "Item 5.B. *Liquidity And Capital Resources*". Please also see the information set forth under "Note 12. *Derivative Financial Instruments*" of our consolidated financial statements and related notes included elsewhere in this Form 20-F.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

12.A. DEBT SECURITIES

Not Applicable.

12.B. WARRANTS AND RIGHTS

Not Applicable.

12.C. OTHER SECURITIES

Not Applicable.

12.D. AMERICAN DEPOSITARY SHARES

Not Applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

Not Applicable.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Not Applicable.

ITEM 15. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company maintains “disclosure controls and procedures,” as defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act, that are designed to provide reasonable assurance that information required to be disclosed in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, management recognizes that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Additionally, in designing disclosure controls and procedures, our management is required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any disclosure control and procedure also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Based on their evaluation as of the end of the period covered by this Annual Report on Form 20-F, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of December 31, 2024.

Management's Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Exchange Act Rule 13a-15(f). Management conducted an evaluation of the effectiveness of our internal control over financial reporting using the criteria described in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (“COSO”). Based

on this evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2024 based on the criteria described in Internal Control-Integrated Framework issued by COSO. Management reviewed the results of its assessment with our Audit Committee.

Attestation Report of the Registered Public Accounting Firm

The effectiveness of the Company's internal control over financial reporting as of December 31, 2024 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their report included in this Annual Report on Form 20-F.

Changes in Internal Control over Financial Reporting

We regularly review our system of internal controls over financial reporting and make changes to our processes and systems to improve controls and increase efficiency, while ensuring that we maintain an effective internal control environment. Changes may include such activities as implementing new and more efficient systems, consolidating activities, and migrating processes.

There were no changes in our internal control over financial reporting during fiscal year 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16. [RESERVED]

ITEM 16A. AUDIT COMMITTEE AND FINANCIAL EXPERT

Our Board has determined that each of Kris Sennesael and Donald Colvin qualifies as an "audit committee financial expert" as defined in Item 16A of Form 20-F. Each member of the Audit Committee is an "independent director" as defined in the Nasdaq Listing Rules.

ITEM 16B. CODE OF ETHICS

Our Board has adopted a code of business conduct and ethics that applies to all of our directors, officers, employees, including certain provisions that specifically apply to our principal executive officer, principal financial officer, principal accounting officer or controller and any other persons who perform similar functions for us. Our code of business conduct and ethics is filed as Exhibit 11.1 to this Form 20-F. The information contained on our website is not incorporated by reference in this Annual Report on Form 20-F. We will disclose on our website any amendments to, or waivers from, a provision of our code of business conduct and ethics that applies to our directors or executive officers to the extent required under the rules of the SEC or Nasdaq. The Company will provide any person a copy of its code of ethics, without charge, upon request. Such request should be addressed to the Company at 8 Marina Boulevard #05-02, Marina Bay Financial Centre, Singapore 018981.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The following table sets forth the aggregate fees billed by Ernst & Young LLP, our independent registered public accounting firm, and its associated or affiliated organization during the period indicated.

(In thousands)	Fiscal Year Ended	
	December 31, 2024	December 31, 2023
Audit fees	\$ 2,291	\$ 2,944
Audit-related fees ⁽¹⁾	—	329
Tax fees ⁽²⁾	458	116
Others ⁽³⁾	187	227
	<u>\$ 2,936</u>	<u>\$ 3,616</u>

- (1) Relates to the aggregate fees for services with respect to review of interim financial information and other professional services rendered related to the audit of our financial statements that are not reported under “audit fees.”
- (2) Relates to the aggregate fees for services with respect to tax compliance, tax advice and tax planning.
- (3) Fees for fiscal year 2024 primarily relates to the professional services for S-8 Filing and design of agency and transfer pricing advisory services. Fees for fiscal year 2023 relates to the aggregate fees billed for the ordinary shares issuance for fiscal year ended December 31, 2023.

The policy of our Audit Committee is to pre-approve all audit and non-audit services provided by Ernst & Young LLP, our independent registered public accounting firm, including audit services, audit-related services and tax services as described above, other than those for de minimis services which are approved by the Audit Committee prior to the completion of the audit.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not Applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not Applicable.

ITEM 16F. CHANGE IN CERTIFYING ACCOUNTANT

Not Applicable.

ITEM 16G. CORPORATE GOVERNANCE

We are subject to NASDAQ corporate governance standards. However, NASDAQ rules permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in Singapore, which is our home country, may differ significantly from NASDAQ corporate governance standards. Additionally, as a controlled company, we are permitted not to comply with certain requirements of NASDAQ, including the requirement to have a majority of the Maxeon Board be comprised independent directors, and the requirement to have a compensation committee comprised solely of independent directors. Other than the home country practices and controlled company practices described in the section “*Item 6.C Board Practices—Corporate Governance Differences*”, we are not aware of any significant ways in which our corporate governance practices differ from those followed by U.S. domestic companies under the NASDAQ listing rules. See “*Item 3.D Risk Factors—Risks Related to the Ownership of Our Shares*.”— As a foreign private issuer, we are permitted to and follow certain home country corporate governance requirements in lieu of certain NASDAQ requirements applicable to domestic issuers.”

ITEM 16H. MINE SAFETY DISCLOSURE

Not Applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not Applicable.

ITEM 16J. INSIDER TRADING POLICIES

The Company has insider trading policies and procedures that govern the purchase, sale and other dispositions of the Company’s securities by directors, officers, employees and other covered persons. We believe these policies and procedures are reasonably designed to promote compliance with insider trading laws, rules and regulations and listing standards applicable to the Company. A copy of our Insider Trading Policy is filed with this Annual Report

on Form 20-F as Exhibit 11.2.

ITEM 16K. CYBERSECURITY

Risk management and strategy

We have adopted policies, procedures, processes, and practices and implemented certain controls and procedures that allow our management to assess, identify and manage material risks from cybersecurity threats and for our Board of Directors, through our Audit Committee and Cyber Committee, to actively oversee the strategic direction, objectives, and effectiveness of our cybersecurity risk management framework.

Our cybersecurity processes compliment our enterprise-wide risk assessment architecture having identified cybersecurity risk as a significant enterprise risk. We monitor our processes as they relate to the identified risks and track any cybersecurity risk treatment plans for progress and completion. These processes are aligned with standard industry frameworks such as the National Institute of Standards and Technology (NIST) Cybersecurity Framework, International Organization for Standardization (ISO) 27001, Center for Internet Security Critical Security Controls and other industry standards. To further improve the effectiveness of our cybersecurity risk management framework, we have in the past, and may continue to do so in the future, engage third party consultants to conduct external evaluations, including the performance of penetration testing, red team testing, maturity testing, independent audits or consulting on best practices to address new challenges.

We seek to address cybersecurity risks through a cross-functional approach that is focused on preserving the confidentiality, security, and availability of the information that we collect and store by identifying, preventing, and mitigating cybersecurity threats and effectively responding to cybersecurity incidents when they occur.

To identify and assess material risks from cybersecurity threats, we engage in regular network and endpoint monitoring, vulnerability assessments, threat hunting, penetration testing, and tabletop exercises. Data collected from these activities is sent to a secure centralized logs management system, as well to third party providers that we engage for 24x7 security monitoring, detection, and response. Our Global Information Security team (“GIS”), Chief Information Officer (“CIO”) and Chief Information Security Officer (“CISO”) meet regularly, bilaterally and as a team, to discuss threat levels, trends and remediation.

We have developed incident response plans by using the information gained through testing and monitoring to manage any identified vulnerabilities and further improve our cybersecurity preparedness and response infrastructure. Such plans set forth the actions to be taken in responding to and recovering from cybersecurity incidents, which include triage, assessing the severity of incidents, escalation protocols, containment of incidents, investigation of incidents, and remediation. We also regularly perform phishing tests of our employees and provide annual privacy and security training for all employees. Our security training incorporates awareness of cyber threats (including but not limited to malware, ransomware, and social engineering attacks), password hygiene and incident reporting processes.

We review our cybersecurity risk framework and related policies annually with our senior management to help identify areas for continued focus and improvement. We also engage third parties to review and audit our processes annually.

We have also implemented processes to identify, monitor and address material risks from cybersecurity threats associated with our use of third-party service providers, including those in our supply chain or who have access to our systems, data or facilities that house such systems or data. We may also require third parties to manage their cybersecurity risks in specified ways, and to provide us with the results of their cybersecurity audits. Prior to engaging our vendors, we typically perform vendor risk assessment through the use of questionnaires, interviews and assessment on the basis of a structured scorecard, including a vendor’s ability to protect data from unauthorized access, and through the use of cybersecurity ratings tools.

Although in the last three fiscal years we have not experienced any material cybersecurity incidents and the expenses we have incurred from cybersecurity incidents, including penalties and settlements, were immaterial, we may experience such incidents in the future and the scope and impact of any such future incidents cannot be

predicted. We have described whether and how risks from identified cybersecurity threats, including as a result of any previous cybersecurity incidents, may materially affect or are reasonably likely to materially affect us, including our business strategy, results of operations, or financial condition in the risk factors titled “*We may be subject to breaches of information technology systems utilized by us or our suppliers, vendors, customers and other third parties with whom we conduct business, which could impact our business or our business data....*” and “*We may be subject to information technology system failures or network disruptions that could damage our business operations, financial conditions, or reputation*” in “Item 3.D. Risk Factors – Risk Factors Related to Cybersecurity” of this Annual Report on Form 20-F.

Governance

Role of the Board of Directors and the Audit Committee

As part of the Board of Directors’ role in overseeing our enterprise risk management program, which includes our cybersecurity risk management framework, the Board is responsible for exercising oversight of management’s identification and management of, and planning for, material cybersecurity risks that may reasonably be expected to impact us. While the full Board has overall responsibility for risk oversight, the Board has delegated oversight responsibility related to risks from cybersecurity threats to the Audit Committee. The Audit Committee is responsible for overseeing the strategic direction, objectives, and effectiveness of our cybersecurity risk management framework, taking into account our risk exposures and adequacy of its risk management processes. The Audit Committee is briefed by our CIO on our cybersecurity risk management and receives an overview of the cybersecurity program from management at least quarterly, which covers topics including, among others, recent cybersecurity risk landscape and trends, data security posture, results from third-party assessments, information security training and vulnerability management, our incident response plan, material cybersecurity risks, whether developing or actual, as well as the steps management has taken to respond to such risks, emerging cybersecurity regulations, technologies and best practices. The Board receives a quarterly report from the Audit Committee on its activities, including its oversight on cybersecurity risk. Material cybersecurity risks are also discussed during separate Board meetings as part of the Board’s risk oversight generally. The Audit Committee has engaged and may periodically continue to engage third-party experts to assess the effectiveness of our cybersecurity risk management framework.

Role of Management

Our CIO has oversight of cybersecurity governance, decision-making, risk management, awareness, and compliance across the Company and employs a cybersecurity program designed to protect the Company’s information systems from cybersecurity threats and to respond to incidents in accordance with the Company’s incident response plan and other policies and procedures. The Cyber Committee (a subcommittee to the Company’s Disclosure Committee), chaired by the Chief Financial Officer, brings together the CIO, CISO, Chief Legal Officer, Data Protection Officer and any other representative of the management team who the Cyber Committee determined to be necessary or advisable from time to time depending on certain facts and circumstances. The Cyber Committee meets on an ad hoc basis in response to occurrence of a cybersecurity incident. The Cyber Committee provides a forum for these cross-functional members of management to:

- Design and establish controls and other procedures that facilitate information which the Audit Committee may require to assess if a cybersecurity incident is material, as well as information that may be required to be publicly disclosed to be gathered, recorded and communicated to allow timely materiality and disclosure decisions by the Audit Committee; and
- design and establish controls and other procedures that facilitate information that is required to be publicly disclosed to regulatory authorities or stakeholders, to be gathered and communicated to the Audit Committee, Disclosure Committee or our management, including, as appropriate, the CEO and CFO, as the case may be, to allow timely preparations and/or decisions regarding such required disclosure.

The CISO manages our GIS team. Through ongoing communications with the team, the CIO and CISO are informed about and monitor the prevention, detection, mitigation and remediation of cybersecurity incidents and progress on cybersecurity infrastructure initiatives.

We have a Cyber Security Incident Response team, comprised of the outsourced Security Operations Center and Managed Detection and Response providers who provide input to our GIS, which in turn reviews and analyses such input for information security incidents. The Cyber Security Incident Response team would follow our Information Security Incident Response Procedure, which outlines the steps to be followed from incident detection to mitigation, recovery and notification, including notifying functional areas, such as accounting and legal, as well as the Cyber Committee, as appropriate. The GIS also manages the overall response to the incident, including containment, eradication, and recovery, together with other stakeholders such as the Data Protection Officer, and personnel across legal and regulatory, business operations, facility management, health & safety, human resources, business continuity planning, communications and finance & insurance functions. For incidents that are potentially material, together with the CIO and Chief Risk Management Officer (who is also our Chief Financial Officer), the GIS determines if escalation is required to the Cyber Committee, and manages the overall notification procedures, monitors the status of the incident, and ensures effective communication across the Company's cross functional teams. If an escalation is made to the Cyber Committee, the Cyber Committee would assess and analyze the potential materiality of the cybersecurity incident, including soliciting the views of the Cyber Security Incident Response Team or external consultants, as appropriate, and evaluate if a special meeting of the Audit Committee should be convened to facilitate the determination of the materiality of the cybersecurity incident and if the Company is obligated to make timely disclosures. The Cyber Committee would also consider if the cybersecurity incident has any privacy or data security concerns and if any regulatory filings and/ or notifications to stakeholders (which may include but are not limited to business partner, supplier, installer) are required.

Our CIO has 36 years of experience with information technology, including as an executive manager of information security functions and has been a chief information officer for more than 10 years in publicly listed companies. Our CIO holds a Bachelor of Science degree from University of San Francisco Information Systems Management. Our CISO, holds a bachelor of engineering degree with more than 23 years of IT experience across various IT Infrastructure domains, inclusive of cyber security, and has been in key IT leadership roles for over 10 years at multiple public listed companies.

PART III

ITEM 17. FINANCIAL STATEMENTS

We have elected to provide financial statements pursuant to Item 18.

ITEM 18. FINANCIAL STATEMENTS

The consolidated financial statements of Maxeon are included at the end of this annual report.

ITEM 19. EXHIBITS

We have filed the following documents as exhibits to this Form 20-F:

Exhibit Number	Description
1.1	Maxeon Solar Technologies, Ltd.'s Constitution (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on August 27, 2020)
2.1	Form of Specimen Share Certificate for Maxeon Solar Technologies, Ltd.'s Ordinary Shares (incorporated by reference to Exhibit 2.1 from our registration statement on Amendment No. 2 to Form 20-F (File No. 001-39368) filed with the SEC on July 31, 2020)
2.2	Amended and Restated Registration Rights Agreement, dated June 20, 2024, by and between Maxeon Solar Technologies, Ltd. and Zhonghuan Singapore Investment and Development Pte. Ltd. (incorporated by reference to Exhibit 99.6 to the Report on Form 6-K (File No. 001-39368) filed with the SEC on June 21, 2024)
2.3	Supplemental Agreement to Amended and Restated Registration Rights Agreement, dated as of August 30, 2024, by and between Maxeon Solar Technologies, Ltd. and Zhonghuan Singapore Investment and Development Pte. Ltd. (incorporated by reference to Exhibit 99.2 to the Report on Form 6-K (File No. 001-39368) filed with the SEC on September 3, 2024)
2.4	Amended and Restated Shareholder Agreement, dated August 30, 2024, by and between Maxeon Solar Technologies, Ltd. and Zhonghuan Singapore Investment and Development Pte. Ltd. (incorporated by reference to Exhibit 99.1 to the Report on Form 6-K (File No. 001-39368) filed with the SEC on September 3, 2024)
2.5	Description of Securities registered under Section 12 of the Exchange Act
2.6†	Convertible Notes Purchase Agreement, dated August 12, 2023, by and between Maxeon Solar Technologies, Ltd. and Zhonghuan Singapore Investment and Development Pte. Ltd. (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on August 12, 2023)
2.7†	Indenture, dated August 17, 2022, as amended and restated on June 20, 2024, by and among Maxeon Solar Technologies, Ltd., the Guarantors party thereto, Deutsche Bank Trust Company Americas and DB Trustees (Hong Kong) Limited (incorporated by reference to Exhibit 99.3 from our report on Form 6-K (File No. 001-39368) filed with the SEC on June 21, 2024)
2.8	Form of Global Note, representing Maxeon Solar Technologies, Ltd.'s 7.50% Convertible First Lien Senior Secured Notes due 2027 (incorporated by reference to Exhibit 99.2 from our report on Form 6-K (File No. 001-39368) filed with the SEC on August 17, 2022)
2.9	Registration Rights Agreement, dated August 17, 2022, by and between Maxeon Solar Technologies, Ltd. and Zhonghuan Singapore Investment and Development Pte. Ltd. (incorporated by reference to Exhibit 99.3 from our report on Form 6-K (File No. 001-39368) filed with the SEC on August 17, 2022)
2.10	Supplemental Indenture No. 1, dated September 30, 2022, to the indenture dated as of August 17, 2022, providing for the issuance of the Company's 7.50% Convertible First Lien Senior Secured Notes by and among Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas and DB Trustees (Hong Kong) Limited (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on October 4, 2022)
2.11	Supplemental Indenture No. 2, dated October 14, 2022, to the indenture dated as of August 17, 2022, providing for the issuance of the Company's 7.50% Convertible First Lien Senior Secured Notes, by and among the Maxeon Solar Technologies, Ltd., SunPower Systems Sàrl, Deutsche Bank Trust Company Americas and DB Trustees (Hong Kong) Limited (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on October 18, 2022)
2.12	Supplemental Indenture No. 3, dated October 14, 2022, to the indenture dated as of August 17, 2022, providing for the issuance of the Company's 7.50% Convertible First Lien Senior Secured Notes, by and among the Maxeon Solar Technologies, Ltd., SunPower Philippines Manufacturing Ltd., Deutsche Bank Trust Company Americas, DB Trustees (Hong Kong) Limited and Rizal Commercial Banking Corporation – Trust and Investments Group (incorporated by reference to Exhibit 99.2 from our report on Form 6-K (File No. 001-39368) filed with the SEC on October 18, 2022)
2.13	Supplemental Indenture No. 4, dated November 13, 2023, to the indenture dated as of August 17, 2022, providing for the issuance of the Company's 7.50% Convertible First Lien Senior Secured Notes, by and among the Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas and DB Trustees (Hong Kong) Limited (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on November 14, 2023)

Exhibit Number	Description
2.14	Supplemental Indenture No. 5, dated January 30, 2024, to the indenture dated as of August 17, 2022, providing for the issuance of the Company's 7.50% Convertible First Lien Senior Secured Notes, by and among the Maxeon Solar Technologies, Ltd. and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 2.16 from our Annual Report on Form 20-F filed with the SEC on May 30, 2024).
2.15	Supplemental Indenture No. 6, dated May 31, 2024, to the indenture dated as of August 17, 2022, providing for the issuance of the Company's 7.50% Convertible First Lien Senior Secured Notes among Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, DB Trustees (Hong Kong) Limited and Rizal Commercial Banking Corporation—Trust and Investments Group (incorporated by reference to Exhibit 99.1 from our Report on Form 6-K filed with the SEC on May 31, 2024).
2.16†	Supplemental Indenture No. 7, dated June 20, 2024, to the indenture dated August 17, 2022, by and among, Maxeon Solar Technologies, Ltd., the guarantors party thereto, Deutsche Bank Trust Company Americas, DB Trustees (Hong Kong) Limited and Rizal Commercial Banking Corporation – Trust and Investment Group (incorporated by reference to Exhibit 99.3 from our Report on Form 6-K filed with the SEC on June 21, 2024).
2.17†	Supplemental Indenture No. 8, dated January 26, 2025, to the indenture dated August 17, 2022, as amended, relating to the Variable-Rate Convertible First Lien Senior Secured Notes due 2029, by and among, Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, DB Trustees (Hong Kong) Limited, and RCBC Trust Corporation (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on January 27, 2025).
2.18†	Supplemental Indenture No. 9, dated February 18, 2025, to the indenture dated August 17, 2022, as amended, relating to the Variable-Rate Convertible First Lien Senior Secured Notes due 2029, by and among Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, DB Trustees (Hong Kong) Limited, and RCBC Trust Corporation (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on February 18, 2025).
2.19†	Indenture, dated June 20, 2024, relating to the 9.00% Convertible First Lien Senior Secured Notes due 2029, by and among, Maxeon Solar Technologies, Ltd., the guarantors party thereto, Deutsche Bank Trust Company Americas, as trustee, DB Trustees (Hong Kong) Limited, as the collateral trustee and, solely with respect to the Philippine collateral, Rizal Commercial Banking Corporation – Trust and Investment Group (incorporated by reference to Exhibit 99.4 from our report on Form 6-K (File No. 001-39368) filed with the SEC on June 21, 2024).
2.20†	Supplemental Indenture No. 1, dated January 26, 2025, to the indenture dated June 20, 2024, relating to the 9.00% Convertible First Lien Senior Secured Notes due 2029, by and among, Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, as trustee, DB Trustees (Hong Kong) Limited, as the collateral trustee and, solely with respect to the Philippine collateral, RCBC Trust Corporation (incorporated by reference to Exhibit 99.2 from our report on Form 6-K (File No. 001-39368) filed with the SEC on January 27, 2025).
2.21†	Supplemental Indenture No. 2, dated February 18, 2025, to the indenture dated June 20, 2024, relating to the 9.00% Convertible First Lien Senior Secured Notes due 2029, by and among, Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, as trustee, DB Trustees (Hong Kong) Limited, as the collateral trustee (incorporated by reference to Exhibit 99.2 from our report on Form 6-K (File No. 001-39368) filed with the SEC on February 18, 2025).
2.22†	Indenture, dated June 20, 2024, relating to the Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028, by and among, Maxeon Solar Technologies, Ltd., the guarantors party thereto, Deutsche Bank Trust Company Americas, as trustee, DB Trustees (Hong Kong) Limited, as the collateral trustee and, solely with respect to the Philippine collateral, RCBC Trust Corporation (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on June 21, 2024).
2.23†	Supplemental Indenture No. 1, dated January 26, 2025, to the indenture dated June 20, 2024, relating to the Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028, by and among, Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, as trustee, DB Trustees (Hong Kong) Limited, as the collateral trustee and, solely with respect to the Philippine collateral, RCBC Trust Corporation (incorporated by reference to Exhibit 99.3 from our report on Form 6-K (File No. 001-39368) filed with the SEC on January 27, 2025).

Exhibit Number	Description
2.24†	Supplemental Indenture No. 2, dated February 18, 2025, to the indenture dated June 20, 2024, relating to the Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028, by and among, Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, as trustee, DB Trustees (Hong Kong) Limited, as the collateral trustee (incorporated by reference to Exhibit 99.3 from our report on Form 6-K (File No. 001-39368) filed with the SEC on February 18, 2025)
2.25	Warrant Agency Agreement, dated June 20, 2024, between Maxeon Solar Technologies, Ltd. and Computershare, Inc., as warrant agent (incorporated by reference to Exhibit 99.2 from our report on Form 6-K (File No. 001-39368) filed with the SEC on June 21, 2024)
2.26	Warrant to Purchase Ordinary Shares, dated June 20, 2024, by and between Maxeon Solar Technologies, Ltd. and Zhonghuan Singapore Investment and Development Pte. Ltd. (incorporated by reference to Exhibit 99.5 from our report on Form 6-K (File No. 001-39368) filed with the SEC on June 21, 2024)
2.27	Supplemental Deed to the Shareholders Agreement, dated as of June 20, 2024, by and among Maxeon Solar Technologies, Ltd., TotalEnergies Solar INTL SAS, TotalEnergies Gaz Electricite Holdings SAS and Zhonghuan Singapore Investment and Development Pte. Ltd. (incorporated by reference to Exhibit 99.7 from our report on Form 6-K (File No. 001-39368) filed with the SEC on June 21, 2024)
2.28	Supplemental Indenture No. 3, dated April 30, 2025, to the indenture dated June 20, 2024, relating to the 9.00% Convertible First Lien Senior Secured Notes due 2029, by and among, Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, as trustee, DB Trustees (Hong Kong) Limited, as the collateral trustee
4.1	Maxeon Solar Technologies, Ltd. 2020 Omnibus Incentive Plan, as amended and restated on October 9, 2024 (incorporated by reference to Exhibit 4.2 from Post-Effective Amendment No. 1 to our registration statement on Form S-8, filed with the SEC on October 9, 2024)
4.2	Prenaid Forward Share Purchase Confirmation, dated as of July 17, 2020, by and between Maxeon Solar Technologies, Ltd. and Merrill Lynch International (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by SunPower Corporation on July 20, 2020)
4.3	Brand Framework Agreement, dated August 26, 2020, by and between Maxeon Solar Technologies, Ltd. and SunPower Corporation (incorporated by reference to Exhibit 99.7 from our report on Form 6-K (File No. 001-39368) filed with the SEC on August 27, 2020)
4.4	Cross-License Agreement, dated August 26, 2020, by and between Maxeon Solar Technologies, Ltd. and SunPower Corporation (incorporated by reference to Exhibit 99.8 from our report on Form 6-K (File No. 001-39368) filed with the SEC on August 27, 2020)
4.5	Physical Delivery Forward Confirmation, dated as of July 17, 2020, by and between Maxeon Solar Technologies, Ltd. and Merrill Lynch International (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by SunPower Corporation on July 20, 2020)
4.6	Equity Transfer by and among SunPower Manufacturing Corporation Limited and Zhonghuan Hong Kong Holding Limited dated April 26, 2024 (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on April 26, 2024)
4.7	Intellectual Property License Agreement by and among Maxeon Solar Pte. Ltd. and Zhonghuan Singapore Investment and Development Pte. Ltd. dated April 26, 2024 (incorporated by reference to Exhibit 99.2 from our report on Form 6-K (File No. 001-39368) filed with the SEC on April 26, 2024)
4.8	Tax Matters Agreement, dated August 26, 2020, by and between Maxeon Solar Technologies, Ltd. and SunPower Corporation (incorporated by reference to Exhibit 99.2 from our report on Form 6-K (File No. 001-39368) filed with the SEC on August 27, 2020)
4.9	DG P-Series Products Master Supply Agreement by and among Huansheng Photovoltaic (Jiangsu) Co., Ltd., Huansheng NewEnergy (Jiangsu) Co., Ltd. and Maxeon Solar Technologies, Ltd. dated April 26, 2024 (incorporated by reference to Exhibit 99.4 from our report on Form 6-K (File No. 001-39368) filed with the SEC on April 26, 2024)

Exhibit Number	Description
4.10	Silicon Wafer Master Supply Agreement dated as November 16, 2021, by and between Maxeon Solar Pte. Ltd. and Zhonghuan Hong Kong Holdings Limited. (incorporated by reference to Exhibit 99.2 from our report on Form 6-K (File No. 001-39368) filed with SEC on November 17, 2021)
4.11†	Amendment, Settlement and Release Agreement, dated November 13, 2024, by and among Maxeon Solar Technologies, Ltd. and SunPower Corporation (incorporated by reference to Exhibit 99.2 from our report on Form 6-K (File No. 001-39368) filed with the SEC on November 13, 2024)
4.12†	Sale and Purchase Agreement by and among SunPower Technology Ltd, Lumetech Pte. Ltd. and SunPower Philippines Manufacturing Ltd. dated January 26, 2025 (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on January 27, 2025)
4.13†	Sale and Purchase Agreement by and among Maxeon Solar Technologies, Ltd., Lumetech B.V., and TCL SunPower International Pte. Ltd. dated February 18, 2025 (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on February 18, 2025)
4.14†	Procurement Agency Agreement by and between Maxeon Solar Technologies, Ltd. and Lumetech Pte. Ltd. dated February 28, 2025
4.15†	Transitional Services Agreement by and between Maxeon Solar Pte. Ltd. and Lumetech Pte. Ltd. dated February 28, 2025
4.16†	Bilateral Development Services Agreement by and between Maxeon Solar Pte. Ltd. and Lumetech Pte. Ltd. dated February 28, 2025
4.17†	Supplemental Agreement to the Sale and Purchase Agreement by and among Maxeon Solar Technologies, Ltd., Lumetech B.V., and TCL SunPower International Pte. Ltd. dated March 28, 2025 (incorporated by reference to Exhibit 99.1 from our report on Form 6-K (File No. 001-39368) filed with the SEC on March 28, 2025)
4.18†	Asset Transfer Agreement by and among Maxeon Solar Pte. Ltd., Maxeon Americas, Inc., Maxeon Solar Technologies, Ltd., SunPower Systems Sarl, SunPower Corporation Australia Pty Limited, SunPower Energy Solutions France SAS, Maxeon Solar Products Mexico S.De R.L. De C.V., Lumetech B.V., and TCL SunPower International Pte. Ltd. dated March 31, 2025
4.19†	Trademark Assignment Agreement by and between Maxeon Solar Pte. Ltd. and TCL SunPower International Pte. Ltd. dated February 18, 2025 (incorporated by reference to Exhibit 99.3 from our report on Form 6-K (File No. 001-39368) filed with the SEC on February 18, 2025)
4.20†	Transitional Services Agreement by and between Maxeon Solar Pte. Ltd. and Lumetech B.V. dated March 31, 2025
8.1	List of Subsidiaries
11.1	Code of Business Conduct and Ethics
11.2	Insider Trading Policy
12.1*	Certification by the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
12.2*	Certification by the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
13.1**	Certification by the Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
13.2**	Certification by the Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

<u>Exhibit Number</u>	<u>Description</u>
15.1*	Consent of Ernst & Young LLP
97*	Compensation Recovery Policy
101 INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

** Furnished herewith.

† Portions of this exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K because the Company customarily and actually treats the redacted information as private or confidential and the omitted information is not material.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

MAXEON SOLAR TECHNOLOGIES, LTD.

By: /s/ George Guo
Name: George Guo
Title: Director and Chief Executive Officer

Date: April 30, 2025

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Maxeon Solar Technologies, Ltd.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Maxeon Solar Technologies, Ltd. (the Company) as of December 31, 2024 and December 31, 2023, the related consolidated statements of operations, comprehensive loss, equity, and cash flows for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and December 31, 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated April 30, 2025 expressed an unqualified opinion thereon.

The Company's Ability to Continue as a Going Concern

The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, the Company has suffered recurring losses from operations and negative free cash flows and has stated that substantial doubt exists about the Company's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Warranty Valuation

Description of the Matter

As discussed in Notes 2 and 9 to the consolidated financial statements, the Company provides up to 40-years standard warranty for its manufactured solar panels, for defects in materials and workmanship and for greater than promised declines in power performance. The Company's warranty reserves, which totaled \$5.2 million (Short Term + Long Term Product Warranty) as of December 31, 2024, are generally computed using a statistical model that incorporates assumptions based on management's best estimate of expected costs that could result from these warranties. This estimate considers a variety of factors, including historical warranty claims, results of accelerated lab testing, field monitoring, reliability estimates, and industry data for similar products.

Auditing the Company's warranty reserve involved a high degree of subjectivity due to significant measurement uncertainty associated with the estimate given the relatively short period of available historical data in relation to the contractual warranty period, and the sensitivity of the Company's estimation of required reserves to changes in significant assumption, including management's projection of future failure rates.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's internal controls over the warranty reserve process. This included controls over the development and review of the significant assumptions and data underlying the warranty reserve computation.

Our audit procedures included, among others, evaluating the significant assumptions used by the Company in estimating warranty reserve. We assessed the historical accuracy of management's estimates, obtained support to evaluate repair or replacement cost estimates and failure rate assumptions, and performed sensitivity analyses to evaluate the effect of potential changes in assumptions that were most significant to the estimate. We also involved a specialist to assist in the evaluation of the methodology applied, including the recalculation of management's assumptions, within the Company's statistical model.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Inventory Reserve Valuation

Description of the Matter

The Company's net inventories totaled \$40.2 million as of December 31, 2024, which included \$155.1 million of inventory reserves. As explained in Note 2 to the consolidated financial statements, the Company computed inventory cost on a first-in-first-out basis, and applied judgment in determining the realizability and the valuation of inventories. Excess and obsolete inventories and inventories with unfavorable pricing and cost fluctuations were written down to the estimated net realizable value if less than cost. The determination of the net realizable value associated with the eventual disposition of inventory involved significant judgments that considered several factors affected by market and economic conditions outside of the Company's control. In particular, the significant assumptions applied were sensitive to the expected demand for the Company's products in relation to industry supply and demand and competitive pricing environments.

Auditing management's assessment of net realizable value for inventory was challenging because it involved subjective auditor judgment to evaluate management's assessment of the factors that are affected by market and economic conditions outside of the Company's control.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's internal controls over the inventory valuation process. This included controls over the determination and calculation of the inventory's expected lower of cost or net realizable value, including related estimated selling prices, and the Company's excess and obsolete inventory reserve process, including the determination of product demand forecasts, as well as reserve process for inventories with unfavorable pricing and cost fluctuations, and how factors outside of the Company's control might affect management's judgment related to the valuation of excess and obsolete inventory and inventories with unfavorable pricing and cost fluctuations.

Our substantive audit procedures included, among others, evaluating the significant assumptions, including the Company's estimated selling prices and product demand forecasts, and testing the underlying data used in management's inventory valuation assessment. We evaluated inventory levels compared to forecasted product demand, historical sales, and specific product considerations. We also compared the demand forecast to previous forecasts and actual results to evaluate management's estimates and performed sensitivity analyses to evaluate the changes in inventory valuation that would result from changes in the significant assumptions.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Convertible Debt and Warrants Valuation

Description of the Matter

During the reporting period, the Company issued new convertible notes and warrants and modified the terms of its existing convertible notes as part of its debt restructuring and capital raising activities. As discussed in Note 7 and Note 11 to the consolidated financial statements, the convertible notes and warrants were recorded at fair value on initial recognition, determined using Level 3 inputs. The valuation of the convertible notes and warrants is significant to our audit due to their magnitude and involves estimates. In addition, the determination of the fair value involved significant unobservable inputs due to the absence of readily available market data. In particular, these inputs were sensitive to the models used to value the convertible notes.

Auditing the Company's convertible notes and warrants was complex due to the significant estimation uncertainty associated with determining their fair value. This uncertainty primarily stemmed from assumptions and inputs adopted by the external valuers engaged by the Company and agreed by management regarding the valuation methodology applied for the expected dilution effect to the share price. Changes in these assumptions and inputs may materially affect the recognized fair value.

How We Addressed the Matter in Our Audit

We gained an understanding of, evaluated the design, and tested the operating effectiveness of the Company's internal controls over the valuation process. This included controls over the review of the fair value results of the external valuers and the significant assumptions and data underlying the fair value calculation.

Our audit procedures included reviewing the valuation reports issued by the external valuers. We considered the objectivity, independence and expertise of the external valuers. In addition, we held discussions with the external valuers to understand the valuation techniques adopted and how the market uncertainties have been considered in the key assumptions and inputs adopted in the valuation. We involved our internal specialist to evaluate the methodology used, the significant inputs, and assessing the assumptions as discussed above adopted by the Company in consideration of the terms and features of the convertible notes and warrants. Further, we have assessed the adequacy of the disclosures in Note 7 and Note 11 to the financial statements relating to the key assumptions used in the valuation process, given the estimation uncertainty and sensitivity of the valuations.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2020.

Singapore April 30, 2025

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Maxeon Solar Technologies, Ltd.

Opinion on Internal Control Over Financial Reporting

We have audited Maxeon Solar Technologies, Ltd.'s internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Maxeon Solar Technologies, Ltd. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2024 and December 31, 2023, the related consolidated statements of operations, comprehensive loss, equity, and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and our report dated April 30, 2025 expressed an unqualified opinion thereon that included an explanatory paragraph regarding the Company's ability to continue as a going concern.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Singapore
April 30, 2025

MAXEON SOLAR TECHNOLOGIES, LTD.
CONSOLIDATED BALANCE SHEETS
(In thousands, except for shares data)

	December 31, 2024	December 31, 2023
Assets		
Current assets		
Cash and cash equivalents	\$ 28,895	\$ 190,169
Restricted short-term marketable securities	—	1,403
Accounts receivable, net ⁽¹⁾	4,269	62,687
Inventories, net	40,220	308,948
Prepaid expenses and other current assets ⁽¹⁾	20,363	55,346
Assets classified as held for sale	172,269	466
Total current assets	\$ 266,016	\$ 619,019
Property, plant and equipment, net	72,858	280,025
Operating lease right of use assets	27,951	22,824
Intangible assets, net	523	3,352
Goodwill	—	7,879
Other long-term assets ⁽¹⁾	8,924	68,910
Total assets	\$ 376,272	\$ 1,002,009
Liabilities and Equity		
Current liabilities		
Accounts payable ⁽¹⁾	\$ 62,544	\$ 153,020
Accrued liabilities ⁽¹⁾	86,724	113,456
Contract liabilities, current portion ⁽¹⁾	74,312	134,171
Short-term debt	462	25,432
Operating lease liabilities, current portion	9,098	5,857
Liabilities classified as held for sale	105,368	—
Total current liabilities	\$ 338,508	\$ 431,936
Long-term debt	732	1,203
Contract liabilities, net of current portion ⁽¹⁾	3,333	113,564
Operating lease liabilities, net of current portion	27,434	19,611
Convertible debt ⁽¹⁾	273,766	385,558
Deferred tax liabilities	5,313	7,001
Other long-term liabilities ⁽¹⁾	15,551	38,494
Total liabilities	\$ 664,637	\$ 997,367
Commitments and contingencies (Note 9)		
Equity (deficit)		
Ordinary shares, no par value (16,711,109 and 539,591 issued and outstanding as of December 31, 2024 and December 31, 2023, respectively)	\$ —	\$ —
Additional paid-in capital	1,137,042	811,361
Accumulated deficit	(1,410,392)	(796,092)
Accumulated other comprehensive loss	(20,492)	(16,378)
Net deficit attributable to the Company	(293,842)	(1,109)
Noncontrolling interests	5,477	5,751
Total equity (deficit)	(288,365)	4,642
Total liabilities and equity (deficit)	\$ 376,272	\$ 1,002,009

⁽¹⁾ In fiscal year 2023, we had related-party balances for transactions with TCL Zhonghuan Renewable Energy Technology Co. Ltd, SunPower and TotalEnergies S.E. and its affiliates as well as unconsolidated entities in which we have a direct equity investment. Due to the step-up investment by TZE SG in August 2024, SunPower and TotalEnergies S.E. and its affiliates are no longer a related party to the Company and the related party balance as of December 31, 2024 relates to that with TCL Zhonghuan Renewable Energy Co. Ltd and its affiliates. These related-party balances are recorded within the “Accounts receivable, net,” “Prepaid expenses and other current assets,” “Other long-term assets,” “Accounts payable,” “Accrued liabilities,” “Contract liabilities, current portion,” “Contract liabilities, net of current portion,” “Convertible debt,” and “Other long-term liabilities” financial statement line items in our Consolidated Balance Sheets (see Note 3, Note 4, Note 6, Note 10 and Note 11).

The accompanying notes are an integral part of these consolidated financial statements.

MAXEON SOLAR TECHNOLOGIES, LTD.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)

	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Revenue ⁽¹⁾	\$ 509,048	\$ 1,123,110	\$ 1,060,113
Cost of revenue ⁽¹⁾	758,461	1,044,995	1,108,061
Gross (loss) profit	(249,413)	78,115	(47,948)
Operating expenses			
Research and development ⁽¹⁾	37,550	45,703	49,682
Sales, general and administrative ⁽¹⁾	173,523	126,167	100,546
Restructuring charges	116,154	125,450	2,118
Total operating expenses	327,227	297,320	152,346
Operating loss	(576,640)	(219,205)	(200,294)
Other expense, net			
Interest expense ⁽¹⁾	(45,366)	(42,438)	(30,343)
Interest income	2,087	9,387	2,531
Gain on extinguishment of debt	34,744	—	—
Other, net	(11,447)	(21,270)	2,223
Other expense, net	(19,982)	(54,321)	(25,589)
Loss before income taxes and equity in losses of unconsolidated investees	(596,622)	(273,526)	(225,883)
(Provision for) benefits from income taxes	(17,952)	626	(32,191)
Equity in losses of unconsolidated investees	—	(2,811)	(9,072)
Net loss	(614,574)	(275,711)	(267,146)
Net loss (income) attributable to noncontrolling interests	274	(118)	(278)
Net loss attributable to stockholders	\$ (614,300)	\$ (275,829)	\$ (267,424)
Loss per share:			
Basic and diluted	\$ (96.00)	\$ (594.46)	\$ (653.85)
Weighted average shares used in loss per share computation:			
Basic and diluted	6,399	464	409

⁽¹⁾ In fiscal year 2023, we had related-party transactions with TCL Zhonghuan Renewable Energy Technology Co. Ltd, SunPower and TotalEnergies S.E. and its affiliates as well as unconsolidated entities in which we have a direct equity investment. Due to the step-up investment by TZE SG in August 2024, SunPower and TotalEnergies S.E. and its affiliates are no longer related parties to the Company and the related party balance relates to that with TCL Zhonghuan Renewable Energy Co. Ltd and its affiliates. These related-party transactions are recorded within the "Revenue," "Cost of revenue," "Operating expenses: Research and development and Sales, general and administrative," and "Other expense, net: Interest expense" financial statement line items in our Consolidated Statements of Operations (see Note 3, Note 4 and Note 10).

The accompanying notes are an integral part of these consolidated financial statements.

MAXEON SOLAR TECHNOLOGIES, LTD.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(In thousands)

	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Net loss	\$ (614,574)	\$ (275,711)	\$ (267,146)
Components of other comprehensive (loss) income, net of taxes			
Currency translation adjustment	(5,302)	2,245	(2,954)
Net change in derivatives (Note 12)	1,441	4,077	(8,207)
Net (loss) gain on long-term pension liability adjustment	(253)	(592)	897
Total other comprehensive (loss) income	(4,114)	5,730	(10,264)
Total comprehensive loss	(618,688)	(269,981)	(277,410)
Comprehensive loss (income) attributable to noncontrolling interests	274	(118)	(278)
Comprehensive loss attributable to stockholders	\$ (618,414)	\$ (270,099)	\$ (277,688)

The accompanying notes are an integral part of these consolidated financial statements.

MAXEON SOLAR TECHNOLOGIES, LTD.
CONSOLIDATED STATEMENTS OF EQUITY
(In thousands)

	Shares	Amount	Additional paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Equity Attributable to the Company	Noncontrolling Interests	Total Equity
Balance at January 2, 2022	442	\$ —	\$ 624,261	\$ (262,961)	\$ (11,844)	\$ 349,456	\$ 5,419	354,875
Effect of adoption of ASU 2020-06	—	—	(52,188)	10,122	—	(42,066)	—	(42,066)
Net (loss) income	—	—	—	(267,424)	—	(267,424)	278	(267,146)
Issuance of ordinary shares for stock-based compensation, net of tax withheld	8	—	(257)	—	—	(257)	—	(257)
Distribution to non-controlling interests	—	—	—	—	—	—	(64)	(64)
Recognition of stock-based compensation	—	—	12,992	—	—	12,992	—	12,992
Other comprehensive loss	—	—	—	—	(10,264)	(10,264)	—	(10,264)
Balance at January 1, 2023	450	—	584,808	(520,263)	(22,108)	42,437	5,633	48,070
Net (loss) income	—	—	—	(275,829)	—	(275,829)	118	(275,711)
Issuance of ordinary shares, net of issuance cost	82	—	204,480	—	—	204,480	—	204,480
Issuance of ordinary shares for stock-based compensation, net of tax withheld	7	—	—	—	—	—	—	—
Recognition of stock-based compensation	—	—	22,073	—	—	22,073	—	22,073
Other comprehensive loss	—	—	—	—	5,730	5,730	—	5,730
Balance at December 31, 2023	539	—	811,361	(796,092)	(16,378)	(1,109)	5,751	4,642
Net (loss) income	—	—	—	(614,300)	—	(614,300)	(274)	(614,574)
Issuance of ordinary shares, net of issuance cost	8,292	—	95,101	—	—	95,101	—	95,101
Issuance of ordinary shares for settlement of obligation	199	—	6,969	—	—	6,969	—	6,969
Issuance of ordinary shares for stock-based compensation	30	—	—	—	—	—	—	—
Issuance of ordinary shares through exercise of warrants	1,346	—	28,162	—	—	28,162	—	28,162
Reclassification of warrants from liability to equity	—	—	47,384	—	—	47,384	—	47,384
Conversion of convertible debts to equity	6,305	—	119,321	—	—	119,321	—	119,321
Recognition of stock-based compensation	—	—	28,744	—	—	28,744	—	28,744
Other comprehensive income	—	—	—	—	(4,114)	(4,114)	—	(4,114)
Balance at December 31, 2024	16,711	—	1,137,042	(1,410,392)	(20,492)	(293,842)	5,477	(288,365)

The accompanying notes are an integral part of these consolidated financial statements.

MAXEON SOLAR TECHNOLOGIES, LTD.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Cash flows from operating activities			
Net loss	\$ (614,574)	\$ (275,711)	\$ (267,146)
Adjustments to reconcile net loss to net cash used in operating activities			
Depreciation and amortization	43,464	55,880	56,742
Stock-based compensation	28,700	18,327	14,580
Non-cash interest expense	12,821	9,063	7,078
Gain on disposal of equity in unconsolidated investees	(24,083)	—	—
Gain from disposal of asset held for sale	—	(2,006)	—
Equity in losses of unconsolidated investees	—	2,811	9,072
Gain on debt extinguishment	(34,744)	—	—
Loss on retirement of property, plant and equipment	261	196	243
Loss on impairment of operating lease right of use assets	7,433	708	—
Loss on impairment of property, plant and equipment	156,598	76,332	417
Loss on impairment of intangible assets	2,167	—	—
Loss on impairment of goodwill	7,879	—	—
Write-off of other assets	21,401	—	—
Deferred income taxes	(355)	2,436	8,598
Remeasurement loss (gain) on prepaid forward	16,117	18,363	(2,411)
Remeasurement loss on warrants	4,966	—	—
Provision for expected credit losses	12,200	—	—
Provision for excess or obsolete inventories	158,726	10,804	16,342
Other, net	1,157	135	1,084
Changes in operating assets and liabilities			
Accounts receivable	42,558	(8,331)	(15,332)
Inventories	50,056	(43,473)	(106,622)
Prepaid expenses and other assets	(919)	29,741	13,939
Operating lease right-of-use assets	5,728	5,241	3,192
Advances to suppliers	—	2,137	—

	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Accounts payable and other accrued liabilities	7,600	(97,660)	70,567
Contract liabilities	(168,082)	(55,109)	195,650
Operating lease liabilities	(7,231)	(4,179)	(2,556)
Net cash (used in) provided by operating activities	(270,156)	(254,295)	3,437
Cash flows from investing activities			
Purchases of property, plant and equipment	(52,149)	(67,452)	(63,337)
Proceeds from disposal of restricted short-term marketable securities	—	971	958
Purchase of restricted short-term marketable securities	—	(1,408)	(968)
Proceeds from maturity of short-term securities	1,329	136,000	—
Purchase of short-term securities	—	(60,000)	(76,000)
Proceeds from disposal of asset held for sale	462	5,961	—
Proceeds from disposal of property, plant and equipment	1,125	—	189
Purchases of intangibles	(10)	(146)	(143)
Proceeds from disposal of equity in unconsolidated investees	24,000	—	—
Net cash (used in) provided by investing activities	(25,243)	13,926	(139,301)
Cash flows from financing activities			
Proceeds from debt	51,249	195,639	258,426
Repayment of debt	(74,572)	(220,598)	(233,138)
Payment for tax withholding obligations for issuance of ordinary shares upon vesting of restricted stock units	—	—	(257)
Repayment of convertible debt	(1,500)	—	—
Net proceeds from issuance of convertible debt	70,125	—	187,232
Net proceeds from issuance of ordinary shares	96,446	193,491	—
Distribution to noncontrolling interest	—	—	(64)
Repayment of finance lease obligations and other debt	(515)	(581)	(725)
Net cash provided by financing activities	141,233	167,951	211,474
Effect of exchange rate changes on cash, cash equivalents, restricted cash and restricted cash equivalents	(94)	(32)	119
Net (decrease) increase in cash, cash equivalents, restricted cash and restricted cash equivalents	(154,260)	(72,450)	75,729
Cash and restricted cash classified to asset held for sale	(10,243)	—	—
Cash, cash equivalents, restricted cash and restricted cash equivalents, beginning of period	195,511	267,961	192,232
Cash, cash equivalents, restricted cash and restricted cash equivalents, end of period	\$ 31,008	\$ 195,511	\$ 267,961
Non-cash transactions			
Property, plant and equipment purchases funded by liabilities	4,509	\$ 5,491	\$ 35,264
Interest paid in ordinary shares	6,969	—	—

	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Interest paid by issuance of convertible notes	9,158	—	—
Right-of-use assets obtained in exchange for lease obligations	20,107	10,929	5,639
Cost for acquisition of assets paid in shares	—	10,989	—
Property, plant and equipment obtained through capital lease	—	—	2,127
Supplemental cash flow information			
Cash paid for interest	\$ 17,735	\$ 30,941	\$ 12,910
Cash paid for income taxes	12,560	15,210	6,454

The accompanying notes are an integral part of these consolidated financial statements.

The following table reconciles our cash and cash equivalents and restricted cash and restricted cash equivalents reported on our Consolidated Balance Sheets and the cash, cash equivalents, restricted cash and restricted cash equivalents reported on our Consolidated Statements of Cash Flows for fiscal years 2024, 2023 and 2022:

(In thousands)	December 31, 2024	December 31, 2023	January 1, 2023
Cash and cash equivalents	\$ 28,895	\$ 190,169	\$ 227,442
Restricted cash and restricted cash equivalents, current portion, included in prepaid expenses and other current assets	2,018	5,242	37,974
Restricted cash and restricted cash equivalents, net of current portion, included in other long-term assets	95	100	2,545
Total cash, cash equivalents, restricted cash and restricted cash equivalents shown in Consolidated Statements of Cash Flows	<u>\$ 31,008</u>	<u>\$ 195,511</u>	<u>\$ 267,961</u>

The accompanying notes are an integral part of these consolidated financial statements.

NOTE 1. BACKGROUND

Background

We were formed in the third quarter of 2019 under the name “Maxeon Solar Technologies, Pte. Ltd.” by SunPower Corporation (“SunPower”). We were converted to a public company on August 26, 2020 (the “Distribution Date”) under the Companies Act 1967 of Singapore (the “Singapore Companies Act”) under the name of “Maxeon Solar Technologies, Ltd.” by way of a pro rata distribution of all of the then-issued and outstanding ordinary shares of Maxeon to holders of record of SunPower’s ordinary shares as of the close of business on August 17, 2020 (the “Spin-off”). As of the Distribution Date, Maxeon became an independent, public company and the Maxeon shares started trading on the NASDAQ Global Select Market (“NASDAQ” or “Nasdaq”) under the symbol “MAXN”.

Share amounts and per share amounts described herein have been adjusted to give effect to the Company’s October 8, 2024 1-for-100 reverse share split.

In connection with the Spin-off, Maxeon and SunPower entered into a number of agreements providing for the framework of the relationship between the two companies following the Spin-off. On November 8, 2019, we entered into a separation and distribution agreement with SunPower which sets forth our agreements with SunPower regarding the principal actions to be taken in connection with the separation and distribution (the “Separation and Distribution Agreement”). Immediately after the Distribution and pursuant to the terms of the November 8, 2019 Investment Agreement (the “Investment Agreement”), Maxeon and TCL Zhonghuan Renewable Energy Technology Co. Ltd., a PRC joint stock limited company (“TZE”), completed the previously announced transaction in which Zhonghuan Singapore Investment and Development Pte. Ltd., a Singapore private limited company (“TZE SG”) and an affiliate of TZE, purchased from Maxeon, for \$298.0 million, 89,157 of Maxeon shares (the “TZE Investment”), representing approximately 29.5% of the outstanding Maxeon shares after giving effect to the Spin-off and the TZE Investment.

In connection with the TZE Investment, Maxeon, TotalEnergies Solar, TotalEnergies Gaz, and TZE SG, entered into a Shareholders Agreement relating to certain rights and obligations of each of Total and TZE SG bearing on Maxeon’s governance and the ability of TotalEnergies and TZE SG to buy, sell or vote their Maxeon shares. At the closing of the TZE Investment, Maxeon also entered into a Registration Rights Agreement with TotalEnergies and TZE SG, granting each of the shareholders certain registration rights with regard to their Maxeon shares.

In April 2021, the Company entered into the 2021 TZE Private Placement, with an affiliate of TZE, the Company sold to TZE 18,700 ordinary shares at a price of \$1,800.00 per share, in a private placement (the “2021 TZE Private Placement”) exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

On August 17, 2022, we issued our Existing 1L Notes (as defined under “Note 4. TCL Zhonghuan Renewable Energy Technology Co.”), all of which were initially purchased by TZE SG. To the extent some or all of the Existing 1L Notes held by TZE SG are converted into Maxeon shares or we directly issue ordinary shares in lieu of interest cash payment in accordance with the terms of the Existing 1L Notes, TZE has a beneficial ownership interest in 197,343 ordinary shares which includes 107,857 outstanding ordinary shares beneficially owned by TZE following the consummation of the Spin-Off and the 2021 TZE Private Placement, and 89,486 ordinary shares issuable upon conversion of the Existing 1L Notes. The maximum number of ordinary shares issuable upon conversion of the Existing 1L Notes is 109,083 ordinary shares including 89,486 ordinary shares issuable upon conversion of the Existing 1L Notes and an additional 19,597 ordinary shares issuable upon conversion of PIK Notes (as defined under “Note 11. Debt and Credit Sources.”), or by directly issuing ordinary shares in lieu of cash payment of interest (“Interest Payment Ordinary Shares”), assuming payment of all amounts due with respect to the remaining 4.0% of interest payable as PIK Notes or as Interest Payment Ordinary Shares. On May 30, 2024, the Company together with TZE SG entered into an amendment to the terms of the Existing 1L Notes as part of the debt restructuring transactions (refer to Note. 11. Debt and Credit Sources for further information) which amends and align the conversion rate with certain convertible notes issued by the Company to \$16.08 per share.

On May 19, 2023, the Company completed an underwritten public offering of an aggregate of 74,900 ordinary shares (following the underwriters' exercise of the over-allotment option in full), including 56,200 ordinary shares offered by Maxeon (the "Company Offering"), and 18,700 ordinary shares offered by an affiliate of TotalEnergies SE (the "TotalEnergies Offering" and, together with the Company Offering, the "2023 Offering"), each at a price per share of \$2,800.00.

In addition, pursuant to a share purchase agreement, dated May 16, 2023, Maxeon sold to TZE SG, in a private placement exempt from the registration requirements of the Securities Act, and at a sale price equal to the price to the public in the 2023 Offering, 15,000 ordinary shares for a total investment of \$42.0 million (the "2023 TZE Private Placement"). The net proceeds from the Company Offering and 2023 TZE Private Placement were approximately \$193.5 million after giving effect to the underwriting discounts and commissions, as well as other offering costs. The Company did not receive any proceeds from the TotalEnergies Offering.

On May 31, 2024, the Company issued additional Existing 1L Notes to TZE SG through a bridge financing May 31, 2024 agreement ("Bridge NPA") for \$25.0 million. This was subsequently exchanged for our 2029 Notes issued on June 20, 2024 (as defined under "Note 4. TCL Zhonghuan Renewable Energy Technology Co.") with an aggregate principal amount of \$97.5 million, all of which were initially purchased by TZE SG, on a dollar-for-dollar basis. The Company has received the remaining proceeds for the 2029 Notes in cash. In connection to the issuance of the 2029 Notes, the Company has also issued penny warrants to TZE (the "TZE SG Warrant") for no additional consideration, granting TZE SG the right to purchase certain ordinary shares of the Company. TZE has fully exercised such warrants which gave rise to the issuance of 1,345,663 ordinary shares with a proceed of \$1.3 million.

On August 30, 2024, the Company sold 82,919 ordinary shares to TZE SG at a price of \$1,206.00 per share in a private placement (the "2024 TZE Private Placement") exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). Pursuant to this, TZE SG obtained a controlling stake in the Company and the Shareholders Agreement between the Company and TZE SG has been amended and restated.

On October 8, 2024, the Company implemented a 1-for-100 reverse stock split of its issued and outstanding shares. The reverse stock split was authorized by the Board of Directors of the Company.

All share and per share information in these financial statements retroactively reflect this reverse stock split.

As of December 31, 2024, TZE SG's ownership of the Maxeon outstanding shares was approximately 59.6%.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Fiscal Periods

On January 20, 2025, the Company changed its fiscal year end to improve the process of consolidating its financial statements following the recent acquisition of a controlling interest in the Company by TCL Zhonghuan Renewable Energy Technology Co. Ltd., a joint stock limited company ("TZE") incorporated under the laws of the Peoples Republic of China ("PRC"). For fiscal year 2024 and thereafter, the Company's fiscal year will end on December 31. We made the fiscal year change on a prospective basis and did not adjust operating results for prior year. Therefore, the financial results will not be exactly comparable to the prior periods. We are not required to file a transition report because this change is not deemed a change in fiscal year for purpose of reporting subject to Rule 13a-10 or 15d-10 of the Securities Exchange Act of 1934, as the new fiscal year commences within seven days of the prior fiscal year. Previously, the Company had a 52-to-53-week fiscal year that ended on the Sunday closest to December 31. Accordingly, every fifth or sixth year was a 53-week fiscal year. Fiscal year 2023 and 2022 were 52-week fiscal years. Our fiscal year 2024 ended on December 31, 2024, our fiscal year 2023 ended on December 31, 2023 and our fiscal year 2022 ended on January 1, 2023. We are not required to file a transition report because this change is not deemed a change in fiscal year for purposes of reporting subject to Rule 13a-10 or 15d-10 of the Securities Exchange Act of 1934, as the new fiscal year commences within seven days of the prior fiscal year.

Basis of Presentation and Preparation

The consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP") and incorporates the financial statements, its subsidiaries and the

VIEs for which the Company or a subsidiary of the Company is the primary beneficiary. All intercompany transactions and accounts within the consolidated businesses of the Company have been eliminated.

Going Concern

The accompanying consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business.

Pursuant to ASC Topic 205-40, "Presentation of Financial Statements -Going Concern" the Company has the responsibility to evaluate whether conditions and/or events raise substantial doubt about our ability to meet our future financial obligations as they become due within one year of the financial statements filing date.

The Company has suffered recurring losses from operations and had an accumulated deficit of \$1,410.4 million as of December 31, 2024. Further, since the third quarter of 2023, the worldwide solar industry has suffered from oversupply and intense competition, as well as lower demand in our key markets driven by regulatory changes and a higher global interest-rate environment. All these factors have contributed to a steep fall in average selling prices that has negatively impacted our revenue, profitability and cash flows. Furthermore, the ongoing denial of entry into the U.S of our products by the U.S. CBP since July 2024, which has currently rendered us unable to generate cash flow from the sale of such detained products and consequently, resulting in several large customers in the United States to cancel or defer their off-take commitments, further contributed to the deterioration of the Company's financial condition. Our unrestricted cash and cash equivalent balance as at December 31, 2024 was \$28.9 million. If the current market conditions persist and the Company is not successful in raising additional capital, the Company will not have sufficient liquidity to meet its financial obligations as and when they come due, and may be required to delay, limit, and/or reduce its operational activities, or ultimately declare bankruptcy. As such, there is substantial doubt about the Company's ability to continue as a going concern.

As part of the efforts to raise additional financing to alleviate the substantial doubt on going concern, the Company is liquidating assets that are not in line with the forward looking strategy, including but not limited to the sale of our "rest-of-the world" direct generation business and operations in the Philippines pursuant to two partially binding term sheets previously announced on November 26, 2024. Such transactions closed on February 28, 2025 and March 31, 2025, respectively, for a total consideration of \$101.6 million, including the entering of the Procurement Agency Agreement. For more information about these transactions, see "Item 4.A. History and Development of the Company — Significant Acquisitions, Dispositions and other Events." and "Note 20 Subsequent event".

In addition, management has renegotiated the payment terms with our largest shareholder, TZE, for deferral of the outstanding trade payables of not more than \$21.7 million up to June 30, 2026. On top of this, TZE has agreed to push out the commencement date of the financial covenants of the New 1L Notes to begin on September 30, 2026 and explore arrangements to bear the associated cost of the development of future technology. In addition, the Company has taken steps to enhance its ability to fund its operational expenses by reducing various costs and additionally, is prepared to take additional steps as and when necessary to renegotiate with suppliers and customers to restructure its liabilities. In aggregate, while there can be no assurances that the Company will be able to execute all its plans, specifically those involving external stakeholders, management believes that the funding plans, when implemented, will mitigate the relevant conditions or events that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued. Accordingly, we have prepared the consolidated financial statements on the going concern basis.

Use of Estimates and judgments

The preparation of the consolidated financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Significant estimates in these consolidated financial statements include (i) inventory write-downs; (ii) long-lived asset impairment, specifically estimates for valuation assumptions including future cash flows, economic useful lives of property, plant and equipment and intangible assets; (iii) valuation of contingencies such as accrued warranty; (iv) income taxes and tax valuation allowances; and (v) going concern, specifically estimates for future cash flows. Actual results could materially differ from those estimates.

Due to the macro-economic trends such as the continued heightened geopolitical tensions and the ongoing war in Ukraine and the Israel-Hamas-Iran conflict, there has been continued uncertainty and disruption in the global economy and financial markets. We are not aware of any specific event or circumstance that would require updates to our estimates and judgments or require us to revise the carrying value of our assets or liabilities as of the date of issuance of the financial statements. These estimates may change as new events occur and additional information is obtained. Actual results could differ materially from these estimates under different assumptions or conditions.

Lease Accounting – Arrangements with Maxeon as a lessee

We determine if an arrangement is a lease at inception. Our operating lease agreements are primarily for real estate and are included within operating lease right-of-use (“ROU”) assets and operating lease liabilities on the Consolidated Balance Sheets. Finance leased assets are included in property, plant and equipment, net and finance lease liabilities are included in short-term debt and long-term debt on the Consolidated Balance Sheets. We elected the practical expedient to combine our lease and related non-lease components for all our leases. In addition, leases with an initial term of 12 months or less are not recorded on the Consolidated Balance Sheets and the Company recognizes lease expense for these leases on a straight-line basis over the lease term.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. Variable lease payments are excluded from the ROU assets and lease liabilities and are recognized in the period in which the obligation for those payments is incurred. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. ROU assets also include any lease prepayments made and exclude lease incentives. Many of our lessee agreements include options to extend the lease, which we do not include in our minimum lease terms unless they are reasonably certain to be exercised. Rental expense for lease payments related to operating leases is recognized on a straight-line basis over the lease term.

Lease Accounting – Arrangements with Maxeon as a lessor

We account for a lease arrangement in which we act as the lessor as an operating lease as it does not meet the criteria for a sales-type lease or a direct financing lease. Initial direct costs incurred in negotiating and arranging an operating lease are deferred and recognized over the lease term on the same basis as the lease income. Lease income is recognized on a straight-line basis over the lease term. We exclude from our measurement of consideration in a contract all taxes assessed by governmental authorities on lease that are both (i) imposed on and concurrent with a specific lease revenue-producing transaction and (ii) collected from a lessee.

Financial instruments - Credit Losses

Accounting Standards Codification No. 326, *Financial Instruments – Credit Losses* (“ASC 326”) requires remeasurement and recognition of expected credit losses for financial assets held. The amendment applies to entities which hold financial assets and net investments in leases that are not accounted for at fair value through net income as well as loans, debt securities, accounts receivables, and any other financial assets not excluded from the scope that have the contractual right to receive cash.

We recognize an allowance for credit loss at the time a receivable is recorded based on our estimate of expected credit losses and adjust this estimate over the life of the receivable as needed. An account receivable is written off against the allowance for credit loss made after all collection effort has ceased. We evaluate the aggregation and risk characteristics of a receivable pool and develop loss rates that reflect historical collections, current forecasts of future economic conditions over the time horizon we are exposed to credit risk, and payment terms or conditions that may materially affect future forecasts.

As of December 31, 2024, we reported \$4.3 million of accounts receivable, net of credit loss allowance of nil. Based on the aging analysis as of December 31, 2024, 99.1% of our gross trade account receivable was outstanding less than 60 days. Refer to Note 6. *Balance Sheet Components* for more details on changes in allowance for credit

losses. We have not seen significant changes to the recovery rate of our account receivable as a result of the macro-economic trends.

Fair Value of Financial Instruments

The fair value of a financial instrument is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The carrying values of cash and cash equivalents, accounts receivable, and accounts payable approximate their respective fair values due to their short-term maturities. Equity investments without readily determinable fair value are measured at cost less impairment and are adjusted for observable price changes in orderly transactions for an identical or similar investment of the same issuer. Derivative financial instruments are carried at fair value based on quoted market prices for financial instruments with similar characteristics. The effective portion of derivative financial instruments is excluded from earnings and reported as a component of "Accumulated other comprehensive loss" in the Consolidated Balance Sheets. The ineffective portion of derivatives financial instruments are included in "Other, net" in the Consolidated Statements of Operations.

Comprehensive Loss

Comprehensive loss is defined as the change in equity during a period from non-owner sources. Our comprehensive loss for the period presented is comprised of (i) our net loss; (ii) foreign currency translation adjustment of our foreign subsidiaries whose assets and liabilities are translated from their respective functional currencies at exchange rates in effect at the balance sheet dates, and revenues and expenses are translated at average exchange rates prevailing during the applicable period; (iii) changes in fair value for derivatives designated as hedging instruments (see Note 12. *Derivative Financial Instruments*); and (iv) net (loss) gain on long-term pension liability adjustment.

Cash Equivalents

Highly liquid investments with original or remaining maturities of ninety days or less at the date of purchase are considered cash equivalents.

Short-Term and Long-Term Investments

We may invest in money market funds and debt securities. In general, investments with original maturities of greater than ninety days and remaining maturities of one year or less are classified as short-term investments, and investments with maturities of more than one year are classified as long-term investments. Investments with maturities beyond one year may be classified as short-term based on their highly liquid nature and because such investments represent the investment of cash that is available for current operations. Despite the long-term maturities, we have the ability and intent, if necessary, to liquidate any of these investments in order to meet our working capital needs within our normal operating cycles. Such debt securities might be restricted due to contractual arrangement, from time to time. See Note 7. *Fair Value Measurements* for additional information.

Cash in Restricted Accounts

Cash and cash equivalents in restricted accounts comprise primarily of monies held in escrow in connection with the Company's module sales to a customer and accounts restricted for use in connection with our leases.

Inventories

Inventories are accounted for at approximate costs determined on a first-in-first-out basis and are valued at the lower of cost and net realizable value. We evaluate the realizability of our inventories based on assumptions about expected demand and market conditions. Our assumption of expected demand is developed based on our analysis of bookings, sales backlog, sales pipeline, market forecast, and competitive intelligence. Our assumption of expected demand is compared to available inventory, production capacity, future polysilicon purchase commitments, available third-party inventory, and growth plans. Our factory production plans, which drive materials requirement planning, are established based on our assumptions of expected demand. We respond to reductions in expected demand by temporarily reducing manufacturing output and adjusting expected valuation assumptions as necessary. In addition, expected demand by geography has changed historically due to changes in the availability and size of government mandates and economic incentives.

We evaluate whether losses should be accrued on inventory purchase commitments that may arise from firm, non-cancellable, and unhedged commitments for the future purchase of inventory items. Such losses are measured in the same way as inventory losses, and are recognized unless determined to be recoverable through firm sales contracts or when there are other circumstances that reasonably assure continuing sales without price decline.

We evaluate the terms of our inventory purchase agreements with suppliers, including joint ventures, for the procurement of polysilicon, ingots, wafers, and solar cells and establish accruals for estimated losses on adverse purchase commitments as necessary, such as lower of cost or net realizable value adjustments, forfeiture of advanced deposits and liquidated damages. Obligations related to non-cancellable purchase orders for inventories match current and forecasted sales orders that will consume these ordered materials, and actual consumption of these ordered materials is compared to expected demand regularly. Other market conditions that could affect the realizable value of our inventories and are periodically evaluated by us include historical inventory turnover ratio, anticipated sales price, new product development schedules, the effect new products might have on the sale of existing products, product obsolescence, customer concentrations, and product merchantability, among other factors. If, based on assumptions about expected demand and market conditions, we determine that the cost of inventories exceeds its net realizable value or inventory is excess or obsolete, or we enter into arrangements with third parties for the sale of raw materials that do not allow us to recover our current contractually committed price for such raw materials, we record a write-down or accrual equal to the difference between the cost of inventories and the estimated net realizable value, which may be material. If actual market conditions are more favorable, we may have higher gross margins when products that have been previously written down are sold in the normal course of business (see Note 6. *Balance Sheet Components*).

Assets and liabilities held for sale

The Company classifies assets and liabilities to be disposed of as held for sale in the period in which they are available for sale in their present condition and when the sale is probable and expected to be completed within one year. Assets and liabilities classified as held for sale are measured at the lower of their carrying amount or fair value less costs to sell. Further, the Company does not record depreciation and amortization expense on assets that are classified as held for sale.

Property, Plant and Equipment

Property, plant and equipment are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as presented below. Leasehold improvements are amortized over the shorter of the estimated useful lives of the assets and the remaining term of the lease. Repairs and maintenance costs are expensed as incurred.

	Useful Lives in Years
Buildings	20
Leasehold improvements	1 to 20
Manufacturing equipment	7 to 10
Computer equipment	3 to 7
Solar power systems	30
Furniture and fixtures	3 to 5

Business combination

Business acquisitions are accounted for in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 805 "Business Combinations". FASB ASC 805 requires the reporting entity to identify the acquirer, determine the acquisition date, recognize and measure the identifiable tangible and intangible assets acquired, the liabilities assumed and any noncontrolling interest in the acquired entity, and recognize and measure goodwill or a gain from the purchase. The acquiree's results are included in the Company's consolidated financial statements from the date of acquisition. Assets acquired and liabilities assumed are recorded at their fair values and the excess of the purchase price over the amounts assigned is recorded as goodwill. Adjustments to fair value assessments are recorded to goodwill over the measurement period (not longer than twelve months). The acquisition method also requires that acquisition-related transaction costs be charged to expense. The Company completed the acquisition of certain assets of SolarCA LLC (SolarCA) on October 6, 2023 (see Note 18. *Acquisition of Certain Assets*).

Intangible Assets other than goodwill

Intangible assets are stated at cost less accumulated amortization and impairment. Definite-lived intangible assets are amortized using the straight-line method over the estimated useful lives of the intangible assets as follows:

	Useful Lives in Years
Patents	12
Trademarks	2 to 7
Customers relationship	4
Purchased technology	1 to 7

Goodwill

Goodwill represents the excess of the purchase price over the fair value of the identifiable assets and liabilities acquired under a business combination. Goodwill is not subjected to amortization but are tested for impairment annually or whenever events or changes in circumstances indicate that the asset might be impaired. Annual goodwill impairment testing is performed in the fiscal fourth quarter or more frequently if events or changes in circumstances indicate that it may be impaired. The Company's test of goodwill impairment starts with a qualitative assessment to determine whether it is necessary to perform a quantitative goodwill impairment test. If qualitative factors indicate that the fair value of the reporting unit is more likely than not less than its carrying amount, then a quantitative goodwill impairment test is performed. For the quantitative analysis, the Company compares the fair value of its reporting unit to its carrying value. If the estimated fair value exceeds its carrying amount, goodwill is considered not to be impaired and no additional steps are necessary. However, if the fair value of the reporting unit is less than

its carrying amount, a goodwill impairment is recorded equal to the difference between the carrying amount of the reporting unit and its fair value, not to exceed the carrying amount of goodwill.

Impairment of Long-Lived Assets

We evaluate our long-lived assets, including property, plant and equipment and definite-lived intangible assets, for impairment whenever events or changes in circumstances arise. This evaluation includes consideration of technology obsolescence that may indicate that the carrying value of such assets may not be recoverable. The assessments require significant judgment in determining whether such events or changes have occurred. Factors considered important that could result in an impairment review include significant changes in the manner of use of a long-lived asset or in its physical condition, a significant adverse change in the business climate or economic trends that could affect the value of a long-lived asset, significant under-performance relative to expected historical or projected future operating results, or a current expectation that, more likely than not, a long-lived asset will be sold or otherwise disposed of significantly before the end of its previously estimated useful life.

For purposes of the impairment evaluation, long-lived assets are grouped with other assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. We exercise judgment in assessing such groupings and levels. We then compare the estimated future undiscounted net cash flows expected to be generated by the asset group (including the eventual disposition of the asset group at residual value) to the asset group's carrying value to determine if the asset group is recoverable. If our estimate of future undiscounted net cash flows is insufficient to recover the carrying value of the asset group, we record an impairment loss in the amount by which the carrying value of the asset group exceeds the fair value. Fair value is generally measured based on (i) internally developed discounted cash flows for the asset group, (ii) third-party valuations, and (iii) quoted market prices, if available. If the fair value of an asset group is determined to be less than its carrying value, an impairment in the amount of the difference is recorded in the period that the impairment indicator occurs. See Note 6. *Balance Sheet Components* for additional information.

Product Warranties

We generally provide a 25-year standard warranty for the solar panels that we manufacture for defects in materials and workmanship and for greater than promised declines in power performance. Effective from January 1, 2022, this has been extended to a 40-year standard warranty for certain Maxeon line modules in certain countries. The warranty provides that we will repair or replace any defective solar panels during the warranty period. In addition, we pass through to customers long-term warranties from the original equipment manufacturers of certain system components, such as inverters. Warranties of 25 years from solar panel suppliers are standard in the solar industry, while certain system components carry warranty periods ranging from 5 to 20 years.

The warranty excludes system output shortfalls attributable to force majeure events, customer curtailment, irregular weather, and other similar factors. In the event that the system output falls below the warranted performance level during the applicable warranty period, and provided that the shortfall is not caused by a factor that is excluded from the performance warranty, the warranty provides that we will elect to either (a) repair; (b) replace; or (c) pay the customer a liquidated damage based on the computation stipulated in the warranty agreement.

We maintain reserves to cover the expected costs that could result from these warranties. Our expected costs are generally in the form of product replacement or repair. Warranty reserves are based on our best estimate of such costs and are recognized as a cost of revenue. We continuously monitor product returns for warranty failures and maintain a reserve for the related warranty expenses based on various factors including historical warranty claims, results of accelerated lab testing, field monitoring, vendor reliability estimates, and data on industry averages for similar products. Due to the potential for variability in these underlying factors, the difference between our estimated costs and our actual costs could be material to our consolidated financial statements. If actual product failure rates or the frequency or severity of reported claims differ from our estimates or if there are delays in our responsiveness to outages, we may be required to revise our estimated warranty liability (see Note 9. *Commitments and Contingencies*).

In fiscal year 2024, the Company recorded \$7.5 million in warranty benefit from change in estimate, of which \$2.2 million related to revision pursuant to reassessment of associated cost of the warranty obligation under the SunPower Settlement Agreement as a result of SunPower's bankruptcy announced in August 2024 and \$5.3 million related to improved failure rates, claims during the year and lower sales in FY24. The impact on net loss is \$7.5 million and related reduction to basic and diluted net loss per share for fiscal year 2024 was \$1.17.

Revenue Recognition

We sell our solar panels and balance of system components primarily to dealers, project developers, system integrators and distributors, and recognize revenue at a point in time when control of such products transfers to these customers, which generally occurs upon shipment or delivery depending on the terms of the contracts with the customer. In determining the transaction price for revenue recognition, the Company evaluates whether the price is subject to refund or adjustment in determining the consideration to which the Company expects to be entitled. There are no rights of return; however, the Company may be required to pay consideration to the customer in certain instances of delayed delivery. We determine variable consideration, which consists primarily of liquidated damage, by estimating the most likely amount of consideration we expect to receive from the customer based on the forecast delivery plan. The Company then allocates the transaction price to each distinct performance obligation based on their relative standalone selling price, when applicable. Other than standard warranty obligations, there are no significant post-shipment obligations (including installation, training or customer acceptance clauses) with any of our customers that could have an impact on revenue recognition. As a practical expedient, the Company does not adjust the transaction price for the effects of a significant financing component if, at contract inception, the period between customer payment and the transfer of goods or services is expected to be one year or less. In the case of the existence of a significant financing component, the amount of the consideration is adjusted to reflect what the cash selling price of the promised service would have been if payments had occurred as control of the service was transferred to the customer. The discount rate used in determining the significant financing component is the rate that would be reflected in a separate financing transaction between the Company and the customer at contract inception. Our revenue recognition policy is consistent across all geographic areas.

Cost of Revenue

Cost of revenue includes actual cost of materials, labor and manufacturing overheads incurred for revenue-producing units shipped and includes associated warranty costs and other costs.

Shipping and Handling Costs

We account for shipping and handling activities related to contracts with customers as costs to fulfill our promise to transfer goods and, accordingly, record such costs in cost of revenue.

Taxes Collected from Customers and Remitted to Governmental Authorities

We exclude from our measurement of transaction prices all taxes assessed by governmental authorities that are both (i) imposed on and concurrent with a specific revenue-producing transaction and (ii) collected from customers. Accordingly, such tax amounts are not included as a component of revenue or cost of revenue.

Stock-Based Compensation

The stock-based compensation expense for the restricted stock units ("RSUs") is based on the measurement date fair value of the award and is recognized only for those awards expected to meet the service vesting conditions on a straight-line basis over the requisite service period of the award. The current price of shares underlying the RSUs are determined using the average closing price of the Company's ordinary shares for the three calendar months immediately preceding the month in which the grant was awarded. For performance-based stock units ("PSUs") grants with performance conditions, the expense is based on the measurement date fair value of the award and is recognized over the vesting term if the performance targets are considered probable of being achieved. For performance-based stock units ("PSUs") grants with market and service conditions, the expense is based on the grant date fair value, only for those awards expected to meet the service vesting conditions on a straight-line basis over the requisite service period of the award, regardless of when, if ever, the market condition is satisfied. Stock-based compensation expense is determined at the aggregate grant level for service-based awards and at the individual vesting tranche level for awards with performance and/or market conditions. The forfeiture rate is estimated based on SunPower and the Company's historical experience.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense totaled approximately \$3.7 million, \$5.9 million and \$4.7 million in fiscal years 2024, 2023 and 2022, respectively.

Research and Development Expense

Research and development expense consists primarily of salaries and related personnel costs, depreciation and the cost of solar cell and solar panel materials. Research and development expense is reported net of contributions under collaborative arrangements. Subsequent to the Spin-off, the Company entered into the Collaboration Agreement with SunPower to perform research and development work in SunPower's Silicon Valley research and development labs for the development of future technology improvements and continue to improve our expected product differentiation, which has largely wound down in fiscal year 2022. Our research and development activities are undertaken by our team in Singapore, together with our Silicon Valley research and development lab established since fiscal year 2022. All research and development costs are expensed as incurred.

Government Grants

Government grants are recognized when there is reasonable assurance that the Company will comply with the conditions attached to it and the grant will be received. Government grants for the purpose of giving immediate financial support to the Company with no future related costs or obligation are recognized when received. Government grants with certain operating conditions are recorded as liability when received and will be recognized in earnings when the conditions are met.

Restructuring Charges

The Company records charges associated with approved restructuring plans to reorganize our manufacturing network, to remove duplicative headcount and infrastructure associated with business acquisitions or to simplify business processes and accelerate innovation. Restructuring charges can include severance costs in connection with the termination of a specified number of employees, infrastructure charges to vacate facilities and consolidate operations, and contract cancellation costs. The Company records restructuring charges based on estimated employee terminations and site closure and consolidation plans. The Company accrues for severance and other employee separation costs under these actions when it was probable that benefits will be paid and the amount is reasonably estimable. The rates used in determining severance accruals are based on existing plans, historical experiences and negotiated settlements. The Company also accrue for costs to terminate a contract or costs that will continue to be incurred under the contract without benefit to the Company when the Company either terminates the contract or ceases using the rights conveyed by the contract.

Translation of Foreign Currency

The Company and certain of its subsidiaries use their respective local currency as their functional currency. Accordingly, foreign currency assets and liabilities are translated using exchange rates in effect at the end of the period. Aggregate exchange gains and losses arising from the translation of foreign assets and liabilities are included in "Accumulated other comprehensive loss" in the Consolidated Balance Sheets. Foreign subsidiaries that use the U.S. dollar as their functional currency remeasure monetary assets and liabilities using exchange rates in effect at the end of the period. Exchange gains and losses arising from the remeasurement of monetary assets and liabilities are included in "Other, net" in the Consolidated Statements of Operations. Non-monetary assets and liabilities are carried at their historical values.

We include gains or losses from foreign currency transactions in "Other, net" in the Consolidated Statements of Operations with the other hedging activities described in Note 12, *Derivative Financial Instruments*.

Concentration of Credit Risk

We are exposed to credit losses in the event of nonperformance by the counterparties to our financial and derivative instruments. Financial and derivative instruments that potentially subject us to concentrations of credit risk are primarily cash and cash equivalents, investments, accounts receivable, advances to suppliers, and foreign currency forward contracts. Our investment policy requires cash and cash equivalents and investments to be placed with high-quality financial institutions and to limit the amount of credit risk from any one issuer.

We perform ongoing credit evaluations of our customers' financial condition whenever deemed necessary. We maintain an allowance for credit losses based on the expected collectability of all accounts receivable, which takes into consideration an analysis of historical bad debts, specific customer creditworthiness and current economic trends. We believe that our concentration of credit risk is limited because of our large number of customers, credit quality of the customer base, small account balances for most of these customers, and customer geographic diversification. During fiscal years 2024, 2023 and 2022, we recorded revenues of \$31.4 million, \$206.0 million and \$283.3 million, or 6.2%, 18.3% and 26.7% of total revenue, respectively, representing the sale of solar modules to SunPower. The pricing term is based on the applicable supply agreement with SunPower in force for the respective period. For fiscal years 2024, we had one customer, that accounted for at least 10% of revenue. One customer accounted for at least 10% of revenue except for SunPower for fiscal year 2023. As of December 31, 2024, there is no balance in our account receivables relating to SunPower while it accounted for 0.9% of our accounts receivable as of December 31, 2023. No customer individually accounted for 10% or more of accounts receivable as of December 31, 2024 while four customers individually accounted for 10% or more of accounts receivable as of December 31, 2023.

Income Taxes

The Company recognizes deferred tax assets and liabilities for the expected tax consequences of temporary differences between the tax bases of assets and liabilities and their reported amounts using enacted tax rates in effect for the year the differences are expected to reverse. The Company records a valuation allowance to reduce the deferred tax assets to the amount that is more likely than not to be realized which depends on the ability to generate sufficient taxable income in the related jurisdiction in the future. In evaluating our ability to recover our deferred tax assets, we consider the available evidence, including the accumulated losses, timing and amount of reversal of taxable temporary differences, and our forecast future taxable income.

The Company records accruals for uncertain tax positions when the Company believes that it is not more likely than not that the tax position will be sustained on examination by the taxing authorities based on the technical merits of the position. The Company makes adjustments to these accruals when facts and circumstances change, such as the closing of a tax audit or the refinement of an estimate. The provision for income taxes include the effects of adjustments for uncertain tax positions, as well as any related interest and penalties.

As applicable, interest and penalties on tax contingencies are included in "Provision for income taxes" in the Consolidated Statements of Operations and such amounts were not material for the period presented. In addition,

foreign exchange gains (losses) may result from estimated tax liabilities, which are expected to be settled in currencies other than the U.S. dollar.

Investments in Equity Interests

Investments in entities in which we can exercise significant influence, but do not own a majority equity interest or otherwise control, are accounted for under the equity method. We record our share of the results of these entities as “Equity in losses of unconsolidated investees” on the Consolidated Statements of Operations, to the extent of our investment in these entities where there is no guaranteed obligation or committed financial support rendered. We monitor our investments for other-than-temporary impairment by considering factors such as current economic and market conditions and the operating performance of the entities and record reductions in carrying values when necessary. The fair value of privately-held investments is estimated using the best available information as of the valuation date, including current earnings trends, discounted projected future cash flows, and other company specific information, including recent financing rounds (see Note 6. *Balance Sheet Components* and Note 7. *Fair Value Measurements*).

Variable Interest Entities (“VIE”)

We regularly evaluate our relationships and involvement with unconsolidated VIEs and our other equity and cost method investments, to determine whether we have a controlling financial interest in them or have become the primary beneficiary, thereby requiring us to consolidate their financial results into our financial statements. If we determine that we are the primary beneficiary, we will consolidate the VIE. The determination of whether we are the primary beneficiary is based upon whether we have the power to direct the activities that most directly impact the economic performance of the VIE and whether we absorb any losses or receive any benefits that would be potentially significant to the VIE.

Noncontrolling Interests

Noncontrolling interests represents the portion of net assets in consolidated subsidiaries that are not attributable, directly or indirectly, to us and are presented as a separate component within Equity in the Consolidated Balance Sheets. Net losses (income) attributable to the non-controlling interests are recorded within “Net losses (income) attributable to noncontrolling interests” in the Consolidated Statements of Operations.

Recently Adopted Accounting Pronouncement

In the current year, the Company has applied all the accounting pronouncement that are relevant and mandatorily effective as follows:

In November 2023, the FASB issued Accounting Standards Update (“ASU”) No. 2023-07, “Improvements to Reportable Segment Disclosures (Topic 280)” which is intended to improve reportable segment disclosure requirements, primarily through incremental disclosures of segment information on an annual and interim basis for all public entities. The ASU expands public entities’ segment disclosures by requiring disclosure of significant segment expenses that are regularly provided to the chief operating decision maker and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items and interim disclosures of a reportable segment’s profit or loss and assets. The ASU is to be applied retrospectively to all prior periods presented in the financial statements and is effective for our Annual Report on Form 10-K for the fiscal year ended December 31, 2024, and interim periods thereafter. The adoption of this ASU as of December 31,

2024 resulted in enhanced disclosures, but did not materially impact the Company's consolidated financial statements.

Recently Issued Accounting Pronouncements Not Yet Effective

The Company has not adopted the following accounting pronouncements that are applicable to the Group that have been issued but not yet effective:

In October 2023, the FASB issued ASU 2023-06, Disclosure Improvements, which amends U.S. GAAP to reflect updates and simplifications to certain disclosure requirements referred to FASB by the SEC. The targeted amendments incorporate 14 of the 27 disclosures referred by the SEC into Codification. Some of the amendments represent clarifications to, or technical corrections of, the current requirements. ASU 2023-06 could move certain disclosures from the nonfinancial portions of SEC filings to the financial statement notes. Each amendment in ASU 2023-06 will only become effective if the SEC removes the related disclosure or presentation requirement from its existing regulation by June 30, 2027. No amendments were effective at December 31, 2024. The Company is still currently evaluating the impact of the adoption of the new standard but does not expect a significant impact on the consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, *Improvements to Income Tax Disclosures*, which requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The standard is intended to benefit investors by providing more detailed income tax disclosures that would be useful in making capital allocation decisions. This ASU is effective for public companies with annual periods beginning after December 15, 2024, with early adoption permitted. The Company is still currently evaluating the impact of the adoption of the new standard but does not expect a significant impact on the consolidated financial statements.

In November 2024, the FASB issued ASU 2024-03, "Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses," which requires the disaggregated disclosure of specific expense categories, including purchases of inventory, employee compensation, depreciation, and amortization included in each relevant expense caption presented on the statement of operations. The standard also requires disclosure of qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively, as well as the total amount of selling expenses and an entity's definition of selling expenses. ASU 2024-03 is effective for annual periods beginning after December 15, 2026, and interim periods beginning after December 15, 2027. The Company is currently evaluating the impact this standard will have on its consolidated financial statements.

NOTE 3. TRANSACTIONS WITH SUNPOWER AND TOTAENERGIES

SunPower is a majority-owned subsidiary of TotalEnergies Solar and TotalEnergies Gaz, each a subsidiary of TotalEnergies SE. Prior to the Spin-off, we were partially owned by TotalEnergies SE through its ownership of SunPower.

In connection with the Spin-off, following the TZE Investment whereby TZE SG and an affiliate of TZE, purchased from Maxeon, for \$298.0 million, 8,915,692 of Maxeon shares. TZE Investment, TotalEnergies Solar INTL SAS ("TotalEnergies Solar"), TotalEnergies Gaz Electricité Holdings France SAS, ("TotalEnergies Gaz", with TotalEnergies Solar, each an affiliate of TotalEnergies SE and collectively "TotalEnergies"), as holders of record of SunPower's ordinary shares, were issued Maxeon's shares by way of pro rata distribution.

Following a series of transactions involving TZE and TotalEnergies since the Spin-off and with the closing of the Forward Purchase Agreement on August 30, 2024 whereby TZE SG acquired more than 50% ownership in the Company, TotalEnergies and its affiliates ceased to be a related party.

Transactions with SunPower

Sales to SunPower

During fiscal years 2024, 2023 and 2022, we had sales of \$31.4 million, \$206.0 million and \$283.3 million to SunPower representing the sale of solar modules to SunPower. The pricing term is based on the supply agreement with SunPower. Sales to SunPower were recognized in line with our revenue recognition policy for sales to third-party customers, as discussed in Note 2. *Summary of Significant Accounting Policies*. As of December 31, 2023, accounts receivable due from SunPower related to these sales amounted to \$0.6 million.

Agreements with SunPower

In connection with the Spin-off, we also entered into certain ancillary agreements that govern the relationships between SunPower and us following the Distribution, including: a tax matters agreement, employee matters agreement, transition services agreement, back to back agreement, brand framework agreement, cross license agreement, collaboration agreement, and supply agreement (collectively, the "Ancillary Agreements").

In addition, under the Separation and Distribution Agreement with SunPower, SunPower has agreed to indemnify us for certain litigation and claims to which we are a party. The liabilities related to these claims and an offsetting receivable from SunPower are reflected on our Consolidated Balance Sheets. On August 5, 2024, SunPower Corporation ("SunPower") filed a voluntary petition for bankruptcy under Chapter 11 of the US Bankruptcy Code, resulting in the rejection of the Separation and Distribution Agreement dated November 8, 2019, whereby SunPower had agreed to indemnify us for, including but not limited to, multiple litigations in which certain of our subsidiaries are parties, indemnification for tax disputes and certain warranty obligations for businesses that are not part of Maxeon's operations. In accordance with GAAP, we have booked a full provision for expected credit losses for such indemnified balances. See Note 6. *Balance Sheet Components* and Note 9. *Commitments and Contingencies - Indemnifications*.

On February 14, 2022, we entered into a supply agreement with SunPower (the "2022/2023 Supply Agreement") which terminated and replaced the SunPower Supply Agreement entered in August 2020, pursuant to which the Company is supplying SunPower with modules based on our interdigitated back contact technology ("IBC Modules") for use in residential installations in the Domestic Territory (as defined under "Item 3.D. Risk Factors."). The 2022/2023 Supply Agreement provided for a minimum product volume and fixed pricing for 2022 and 2023 to reflect the prevailing market trends at the point of the 2022/2023 Supply Agreement, based on the power output (in watts) of the IBC Module. The 2022/2023 Supply Agreement, was amended on January 5, 2023 to increase minimum product volumes, update the pricing of IBC Modules for 2023 and extend exclusivity provisions that prohibit us from selling Maxeon 6 IBC Modules to anyone other than SunPower for use in the Domestic Territory until December 31, 2023. The pricing of our modules sold to SunPower was fixed for 2022 and 2023, based on the power output (in watts) of the IBC Module, but the pricing was updated to reflect current market trends. Additionally, either party could terminate undelivered volumes of Maxeon 6 IBC Modules during 2023 if the parties failed to reach an agreement adjusting pricing in the event of fluctuations in cost of polysilicon above a specified threshold. This was further amended on November 13, 2023, pursuant to the amendment, settlement and release agreement (the "SunPower Settlement Agreement") entered into between the Company and SunPower, pursuant to which, amongst other matters, the parties agreed to certain amended product orders and deliveries under the 2022/2023 Supply Agreement, which product deliveries will take place in accordance with the volumes and schedule set out in the SunPower Settlement Agreement on a take-or-pay basis, at which time upon the performance of all related obligations thereunder, the 2022/2023 Supply Agreement shall also terminate. The Company was released (i) from the obligation to supply certain of its products exclusively to SunPower since March 31, 2024, and (ii) from the non-circumvention obligations under the 2022/2023 Supply Agreement since January 1, 2024. The 2022/2023 Supply Agreement ended on December 31, 2023.

The Company and SunPower also previously entered into the 2024/2025 Supply Agreement for supply of certain volumes of Maxeon 6 IBC Modules to SunPower for use in residential installations in the Domestic Territory. However, the 2024/2025 Supply Agreement was terminated pursuant to the terms of SunPower Settlement Agreement. Apart from the termination of the 2022/2023 Supply Agreement and 2024/2025 Supply Agreement in accordance with the terms of the SunPower Settlement Agreement, we have agreed with SunPower on our obligation related to

certain warranty claims. On top of this, we have been released (i) from the obligation to supply certain of its products exclusively to SunPower since March 31, 2024, and (ii) from the non-circumvention obligations under the 2022/2023 Supply Agreement since January 1, 2024. The SunPower Settlement Agreement also contemplated the issuance of warrants to purchase shares of SunPower's ordinary shares on January 1, 2024, which warrants will be exercisable in the period beginning 135 days from the warrant issuance date, through 2025, and the mutual release of claims arising from the SunPower Supply Agreements (each as defined under "Note 3. *Transactions with SunPower and TotalEnergies*."), subject to the terms and conditions set forth in the SunPower Settlement Agreement. On August 5, 2024, SunPower filed a voluntary petition for bankruptcy under Chapter 11 of the U.S. Bankruptcy Code. The warrants were rejected as part of the bankruptcy proceedings but limited impact is expected as any shares to be issued on exercise of the warrants have nominal value in light of SunPower's bankruptcy filing. While we do not know how SunPower's bankruptcy filing will ultimately affect the other terms of the SunPower Settlement Agreement, Maxeon's delivery obligations under the SunPower Settlement Agreement have been satisfied.

The below table summarizes our transactions with SunPower, up to August 30, 2024, which is the date that SunPower is no longer a related party, in relation to these agreements:

(In thousands)	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Charges from product collaboration agreement	\$ —	\$ 1,861	\$ 17,035
Net credit from transition services agreement	—	(78)	(3,019)

We had the following balances related to transactions with SunPower as of December 31, 2023:

(In thousands)	As of	
	December 31, 2023	
Accounts receivable	\$	584
Other receivables from SunPower (Note 6)		3,448
Other receivables, non-current		6,220
Accounts payable		1,798
Accrued liabilities (Note 6)		2,198

Transactions with TotalEnergies

The following related party balances as of December 31, 2023 and amounts are associated with transactions entered into with TotalEnergies and its affiliates, up to August 30, 2024, which is the date that TotalEnergies is no longer a related party:

(In thousands)	As of	
	December 31, 2023	
Accounts receivable	\$	13,390
Other receivables, current		794
Accounts payable		232
Contract liabilities, current portion		218
Contract liabilities, net of current portion		—
Refund liabilities (Note 6)		18,229

(In thousands)	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Revenue	\$ 2,289	\$ 99,694	\$ 76,216

Supply Agreements

In November 2016, SunPower and TotalEnergies entered into a 4-year, up to 200 megawatts (“MW”) supply agreement to support the solarization of certain TotalEnergies facilities (the “Solarization Agreement”). The agreement covers the supply of 150 MW of Maxeon 2 panels with an option to purchase up to another 50 MW of Performance line solar panels. In March 2017, SunPower received a prepayment totaling \$88.5 million. The prepayment is secured by certain of Maxeon’s assets located in Mexico. The deliveries commenced since the second quarter of fiscal year 2017 with assignment and assumption agreement entered in August 2020 to assign all rights and obligation to Maxeon. In February 2021, TotalEnergies and the Company made certain amendments to extend the period of the agreement, product list, pricing, and terms for the repayment of remaining unused prepayment and the release of the assets pledge (the “Amendment to the Solarization Agreement”).

In March 2023, as a result of the Amendment to the Solarization Agreement, the parties have concluded on the total refund liability as \$24.3 million, to be repaid in 12 equal installments from the first quarter of 2023 until the fourth quarter of 2025. The Company has paid three installments fiscal year 2023. As of December 31, 2023, \$10.1 million and \$8.1 million expected to be repaid to TotalEnergies is recognized in “Accrued liabilities” and “Other long-term liabilities” on our Consolidated Balance Sheets, respectively.

On May 30, 2024, the Company entered into a termination agreement of the Solarization Agreement, subject to issuance by the Company to TotalEnergies Tranche B Exchange Notes in an aggregate principal amount equal to approximately US\$16.2 million. The Company shall be discharged and released in full of its obligation and liabilities of any kind under the Solarization Agreement and TotalEnergies shall fully, unconditionally and irrevocably release and discharge the security interest over Maxeon’s assets located in Mexico. Such notes were issued on July 5, 2024 which extinguish the refund liability obligation and the security charge over Maxeon’s assets located in Mexico has been fully release as of December 31, 2024.

In November 2021, the Company executed an order request from Danish Fields Solar LLC, a wholly-owned subsidiary of TotalEnergies SE, for the sale of Performance line modules that is governed by a framework agreement entered into between the Company and TotalEnergies Global Procurement on October 27, 2021. After granting security interests in certain assets located in Mexico, the Company received total prepayment of \$57.1 million. In September 2023, the Company and Danish Fields Solar LLC entered into an Abatement and Amendment Agreement (the “Amendment and Abatement Agreement”) to amend certain terms to the order request, including the delivery schedule, utilization of the prepayment and abatement conditions for the liquidated damage claim by Danish Fields Solar LLC for the delay from the original schedule. The delivery of the modules was completed in the fourth quarter of fiscal year 2023, after the guaranteed delivery schedule pursuant to the Abatement and Amendment Agreement. The Company has incurred liquidated damage of \$7.3 million for such delay which has been setoff against the receivable due from Danish Fields Solar LLC during fiscal year 2024 and the assets pledged in Mexico in relation to this contract has been released. The Company has assessed that the contract includes a significant financing component. Accordingly, the carrying amount for such prepayment is adjusted for the discount rate at the contract inception. The interest expense on significant financing component of \$2.1 million for fiscal year 2023, has been recognized in “Interest expense” in the Consolidated Statements of Operation.

NOTE 4. TCL ZHONGHUAN RENEWABLE ENERGY TECHNOLOGY CO. LTD. (“TZE”)

Agreements with TZE in Connection with the HSPV

In 2016 and 2017, SunPower entered into two joint ventures with TZE and other former partners, Huansheng Photovoltaic (Jiangsu) Co., Ltd (“HSPV”) , which is based in China and focused on sales of Performance line products within China, and SunPower Systems International Limited (“SPSI”), which is based in Hong Kong and focused on international sales. In September 2021, TZE made a capital injection of RMB270.0 million (equivalent to \$41.6 million) to HSPV to facilitate the capacity expansion of HSPV. The Company did not make a proportionate injection based on its equity interest in HSPV which resulted in a dilution of the Company’s equity ownership from 20.0% to 16.3%. As of December 31, 2023, we had an equity ownership of 16.3% in the joint venture and account

for the joint venture as an equity method investment. Please refer to Note 10 *Equity Investments* for transactions with the joint venture.

In February 2021, we and SPSI entered into an offshore master supply agreement with HSPV and Huansheng New Energy (Jiangsu) Co., Ltd. (“HSNE”), a joint venture of HSPV, (the “Offshore Master Supply Agreement”) pursuant to which we will purchase and HSPV and HSNE will supply us with Performance line products of which, the pricing subject to segmented pricing principles and most favored nation pricing favorable to us, with the specific price and volume to be determined in a quarterly volume commitment letter subject to approvals from our Board.

In February 2021, we and SPSI also entered into an amended and restated business activities framework agreement with HSPV, HSNE, and TZE (the “Amended and Restated Business Activities Framework Agreement”), which maintains our rights, but not the obligation, to take up to 33% of HSPV’s capacity for sale directly into global DG markets outside of China and power plant markets in the United States and Mexico regions, while also allowing HSPV and HSNE to sell directly into global power plant markets outside of China under their own brand if approved on a case-by-case basis by us or SPSI depending on which entity shares the market with HSPV or HSNE, subject to a royalty payment for our license. In connection with these agreements, we also entered into intellectual property license agreements with HSPV and HSNE.

In November 2021, we and SPSI entered into an amendment to the Amended and Restated Business Activities Framework Agreement (“BAFA Amendment”) and an amendment to the Offshore Master Supply Agreement (the “MSA Amendment”). The BAFA Amendment and the MSA Amendment are aimed at providing more predictability to transfer pricing applicable to Performance line modules.

Under the MSA Amendment, a pricing mechanism has been agreed to with HSPV and HSNE based on prices set forth in a specified index for the month of scheduled delivery of the relevant products. The parties further agreed to review the pricing mechanism the relevant products at specified intervals and augment such pricing mechanism upon mutual agreement.

The BAFA Amendment does not change the Company’s right to purchase up to 33% of HSPV’s and HSNE’s annual production capacity for the sale of Performance line modules directly into global distributed generation (“DG”) markets outside of China and utility-scale markets in the United States and Mexico regions, and SPSI’s right to take up to 33% of HSPV’s and HSNE’s annual production capacity for the sale of Performance line modules into global utility-scale markets with the exception of China, the United States and Mexico.

In October 2022, we entered into a temporary agreement with Huansheng New Energy (Tianjin) Co., Ltd. (“HSTJ”) (the “Temporary HSTJ Agreement”), a company which HSPV and its local partner have invested in, which included HSTJ as a party to the existing arrangements under the BAFA Amendment and the MSA Amendment and enabled HSTJ to manufacture and sell Performance Line products. The Temporary HSTJ Agreement is valid for 6 months and may be extended for a further 3 months with the Company’s consent. In December 2023, we entered into an amendment to the Temporary HSTJ Agreement, extending the validity to March 31, 2024. The above agreements were terminated on April 26, 2024 in connection to the sale of the equity interest in HSPV and the Company entered into a new master supply agreement (the “2024 HSPV Master Supply Agreement”), pursuant to which the Company will purchase and HSPV and HSNE will exclusively supply Maxeon with DG Products. The 2024 HSPV Master Supply Agreement provides that the pricing of DG Products will be subject to an indexed pricing mechanism, volumes are to be determined based on a rolling demand forecast and purchase orders issued periodically subject to approvals from our Board. The 2024 Master Supply Agreement also provides for notice to be given to the Company before any DG Products are discontinued and includes terms relating to operational management, supply chain management, inspection, representations and warranties, and legal compliance. HSPV and HSNE other TZE subsidiaries may sell P-Series solar modules that are of a larger format than the DG Products.

During fiscal year 2024, we disposed our equity interest in HSPV to Zhonghuan Hong Kong Holding Limited, a subsidiary of TZE for a consideration of \$24.0 million. Consequently, we recognized a gain on disposal of \$24.1 million, including the recycling of other comprehensive income to profit or loss. At the same time, the Company also entered into a non-exclusive and non-transferable intellectual property license agreement with TZE

SG to enable HSPV and other subsidiaries of TZE, to develop, manufacture and sell large scale P-Series solar modules worldwide (other than in the United States) and to develop and manufacture rooftop size P-Series solar modules (“DG Products”) exclusively for Maxeon to sell worldwide, for an upfront license fee of \$10 million (“New IP License Agreement”). Under the New IP License Agreement, the Company and TZE will jointly review licensing and enforcement of intellectual property relating to P-Series solar modules, other than enforcement of patents registered in the United States, and the Company will share a certain percentage of licensing fees and/or awards from any enforcement actions relating to P-Series solar modules outside of the United States with TZE.

Such gain was recorded within “Other, net” in our Consolidated Statements of Operations.

Financing transactions with TZE

Pursuant to a stock purchase agreement dated April 13, 2021 with TZE SG, a wholly owned subsidiary of TZE, the Company sold to TZE SG 18,700 ordinary shares at a price of \$1,800.00 per share in the 2021 TZE Private Placement.

On August 17, 2022, the Company completed the sale of \$207.0 million in aggregate principal amount of 7.50% first lien senior secured convertible notes due 2027 (the “Existing 1L Notes”) to TZE SG, an existing shareholder of the Company, at a purchase price equivalent to 97% of the principal amount of the Existing 1L Notes. On May 30, 2024, the Company together with TZE SG entered into an amendment to the terms of the Existing 1L Notes as part of the debt restructuring transactions. Please refer to Note 11 *Debt and Credit Sources* for the convertible notes.

On May 19, 2023, the Company completed the Company Offering, the TotalEnergies Offering, each at a price per share of \$2,800.00.

Pursuant to a share purchase agreement, dated May 16, 2023, Maxeon and TZE SG entered into the 2023 TZE Private Placement.

On May 31, 2024, the Company completed the sale of \$25 million in principal amount of the Existing 1L Notes to TZE SG pursuant to the terms of a convertible note purchase agreement dated May 30, 2024. In connection with such transaction, the Company and certain of its subsidiaries incorporated in Singapore, Hong Kong, Bermuda, the Cayman Islands and Switzerland concurrently entered into customary secured transaction relating to certain assets (including intellectual property) located or registered in the United States to secure their respective obligations with respect to the Existing 1L Notes.

On June 20, 2024, pursuant to the terms of a securities purchase agreement entered into between the Company and TZE SG on May 30, 2024, the Company also completed the sale to TZE SG of \$97.5 million in aggregate principal amount of the Company’s 9.00% Convertible First Lien Senior Secured Notes due 2029 (the “New 1L Notes”) at an aggregate purchase price of \$97.5 million consisting of (x) \$70.0 million in cash consideration paid by the TZE SG, (y) \$25.0 million in aggregate principal amount of Existing 1L Notes that were tendered by TZE SG in exchange for \$25.0 million principal amount of New 1L Notes and (z) \$2.5 million that was paid by TZE SG to a third-party consulting firm on behalf of the Company. In connection with the issuance of the New 1L Notes, the Company also issued to TZE SG a warrant (the “Investor Warrant”) for no additional consideration, granting TZE SG the right to purchase certain number of ordinary shares of the Company at \$1 per share such that it maintains an ownership of 23.53% of the equity interest of the Company after giving effect of the conversion by the Exchange Notes noteholder or the exercise of of the Company’s option under the Optional Exchange. Such rights amounted to 1,345,663 ordinary shares that TZE SG can exercise. TZE SG has fully exercised such warrants which gave rise to the issuance of 1,345,663 ordinary shares with a proceed of \$1.3 million.

Concurrently, on June 20, 2024, the Company entered into a supplemental indenture amending the Existing 1L Notes in order to, among other things, (i) extend the maturity date of the Existing 1L Notes from August 17, 2027 to August 17, 2029; (ii) amend the interest rate of the Existing 1L Notes from 7.50% per annum to (a) 8.50% per annum, if the Company elects to pay the interest in cash and payment-in-kind interest or (b) 7.50% per annum, if the Company elects to pay the interest solely in cash; (iii) change the per share conversion price to equal conversion price of the New 1L Notes, subject to reset in the future in connection with the Forward Purchase; (iv) amend certain covenants of the Existing 1L Notes to permit the incurrence of indebtedness under the New 1L Notes, the Exchange

Notes and certain additional senior secured indebtedness of the Company; (v) amend certain covenants of the Existing 1L Notes to (a) permit the incurrence of a security interest to secure the New 1L Notes on a pari passu basis, (b) to secure the Exchange Notes on a second lien basis, and (c) to secure certain senior indebtedness on a pari passu basis or on a second lien basis, as the case may be; and (vi) add new provisions with respect to the entry of an intercreditor agreement (the "Amended 1L Notes"). The Amended 1L Notes are 100% held by TZE SG.

In connection with the amendment to the Existing 1L Notes and the issuance of the New 1L Notes, the Company and TZE SG on June 20, 2024 entered into an amended and restated registration rights agreement (the "Registration Rights Agreement"), pursuant to which the Company agreed to file, within 90 days of receipt of a demand from TZE SG, a shelf registration statement for the resale of all Registrable Securities (as defined in the agreement) issued to TZE SG pursuant to the foregoing transactions. Additionally, on June 20, 2024, the Company entered into a supplemental deed to the then-existing Shareholders Agreement with TotalEnergies Solar INTL SAS, TotalEnergies Gaz Electricite Holdings SAS and TZE SG, in order to, among other things, provide for the establishment of the Strategy and Transformation Committee of the Maxeon Board, consisting of one TZE designee and two designees of the Maxeon Board.

On August 30, 2024, the Company issued and sold 82,919 ordinary shares to TZE at a purchase price of \$1,206.00 per share for an aggregate purchase price of approximately \$100 million pursuant to the terms of the Forward Purchase Agreement entered on June 14, 2024 by and between the Company and TZE SG.

As of August 30, 2024, after giving effect to the foregoing transactions, TZE owned approximately 69.3% of the voting power of the Company.

Silicon Wafer Master Supply Agreement

On November 16, 2021, we entered into a silicon wafer master supply agreement with TZE HK, a subsidiary of TZE for the purchase of P-Type G12 wafers which are intended to be incorporated into the Company's Performance line modules planned for manufacture in Malaysia and Mexico and sale into the United States. The Company expects TZE HK to be its primary wafer supplier for Performance line modules and deliveries commenced in 2022. Deposit arrangements, payment terms and pricing mechanisms will be agreed to with TZE HK for the Company to reserve specified volumes in advance. The master supply agreement also sets out a general framework and customary operational and legal terms which govern the purchases of silicon wafer from TZE by the Company and its subsidiaries, including engineering changes, supply chain management, inspection, representations and warranties and legal compliance. In March 2022, we entered into an addendum to the master supply agreement, pursuant to which TZE HK will supply the Company with wafers to meet the Company's volume requirements for calendar year 2023. In December 2023, we entered into an addendum to the master supply agreement for the Company's volume requirement for calendar year 2024 at specified pricing.

The following related party balances and amounts summarizes transactions entered into with TZE and its affiliates, excluding transactions with HSPV:

(In thousands)	As of		
	December 31, 2024		December 31, 2023
Deposit from TZE for sale of entities (Note 6)	\$	40,000	\$ —
Convertible notes (Note 11)		306,958	207,000

(In thousands)	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Payments for purchases of silicon wafer	\$ —	\$ 121,770	\$ 87,228
Contractual interest expense on Existing 1L Notes	16,025	15,525	5,822
Contractual interest expense on New 1L Notes	3,169	—	—
Sale of equity interest in joint venture	24,083	—	—
Sale of intellectual property	10,000	—	—

NOTE 5. REVENUE FROM CONTRACTS WITH CUSTOMERS

During fiscal years 2024, 2023 and 2022, we recognized revenue for sales of modules and components from contracts with customers of \$509.0 million, \$1,123.1 million and \$1,060.1 million, respectively. We recognize revenue for sales of modules and components at the point that control transfers to the customer, which typically occurs upon shipment or delivery to the customer, depending on the terms of the contract. Payment terms are typically between 30 and 45 days.

Contract Assets and Liabilities

As of December 31, 2024 and December 31, 2023, contract assets is \$11.4 thousand and \$0.6 million for both periods, and has been presented within "Prepaid expenses and other current assets". Contract assets consist of unbilled receivables which represent revenue that has been recognized based on the satisfaction of performance obligations in advance of billing the customer based on the contractual billing terms. During fiscal year 2024, the movement was primarily due to billings of previously unbilled receivables whereas for fiscal year 2023, the movement was insignificant.

Contract liabilities consist of deferred revenue and customer advances, which represent consideration received from a customer based on the contractual payment terms prior to transferring control of goods or services to the customer under the terms of a sales contract. The Company has pledged certain equipment assets and inventory to serve as collateral for certain advances from customers. As of December 31, 2024 and December 31, 2023, the carrying amount of such assets pledged is \$34.4 million and \$93.1 million, respectively. During fiscal year 2024, the decrease in contract liabilities of \$170.1 million was primarily due to utilization of contract liabilities previously recorded due to the completion of performance obligations, partially offset by additional customer advances. During fiscal year 2023, increase in contract liabilities of \$53.2 million was primarily due to additional customer advances, partially offset by utilization of contract liabilities previously recorded due to the completion of performance obligations. During fiscal years 2024 and 2023, we recognized revenue of \$3.5 million and \$123.3 million that was included in contract liabilities as of December 31, 2023 and January 1, 2023, respectively. Except for a contract with TotalEnergies which has been completed during fiscal year 2023 (refer to Note 3. *Transactions with SunPower and TotalEnergies*), there is no significant financing component for the contract assets and contract liabilities.

NOTE 6. BALANCE SHEET COMPONENTS
Accounts Receivable, Net

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Accounts receivable, gross ⁽¹⁾	\$ 4,269	\$ 63,517
Less: allowance for credit losses	—	(566)
Less: allowance for sales returns	—	(264)
Accounts receivable, net	\$ 4,269	\$ 62,687

⁽¹⁾ The Company maintains factoring arrangements with two separate third-party factor agencies related to our accounts receivable from customers in Europe and the United States. As a result of these factoring arrangements, title of certain accounts receivable balances was transferred to third-party vendors, and both arrangements were accounted for as a sale of financial assets given effective control over these financial assets has been surrendered. As a result, these financial assets have been excluded from our Consolidated Balance Sheets. The Company maintains the role as a collection agent for the factor agencies and as of December 31, 2024 and December 31, 2023, the cash held in escrow for the collection of such funds that has not been collected by the factor agencies is \$0.1 million and \$0.5 million, respectively.

In connection with the factoring arrangements, we sold accounts receivable invoices amounting to \$124.9 million and \$498.4 million in fiscal years 2024 and 2023, respectively. As of December 31, 2023, total uncollected accounts receivable from end customers was \$49.4 million. As of December 31, 2024, all the factored invoices relate to those entities or assets for which the the Company is divesting for its “rest-of-the-world” distributed generation business through the sale of 100% of the equity interests in certain direct and non-direct non-U.S. subsidiaries of the Company to TZE. Refer to Note 19 *Balances classified as held for sale* for further information. Such divestment was completed on March 31, 2025. Refer to Note 20 *Subsequent events* for further information.

(In thousands)	Balance at Beginning of Period	Charges to Expense	Deductions	Reclassified to assets held for sale	Balance at End of Period
Allowance for credit losses					
Year ended December 31, 2024	\$ 566	\$ 139	\$ (421)	\$ (284)	\$ —
Year ended December 31, 2023	807	(170)	(71)	—	566
Allowance for sales returns					
Year ended December 31, 2024	\$ 264	\$ (219)	\$ —	\$ (45)	\$ —
Year ended December 31, 2023	110	154	—	—	264

Inventories, net

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Raw materials	\$ 4,767	\$ 37,063
Work-in-process	5,375	80,219
Finished goods	30,078	191,666
Inventories, net	\$ 40,220	\$ 308,948

As of December 31, 2024 and December 31, 2023, the Company had inventory reserves arising from excess and obsolescence, quality and unfavorable pricing against cost. The Company had reserves to reflect the inventories at lower of cost and net realizable value of \$155.1 million and \$30.5 million, respectively.

Prepaid Expenses and Other Current Assets

(In thousands)	As of	
	December 31, 2024	December 31, 2023
VAT receivables, current portion	\$ 7,105	\$ 10,218
Tax receivables	22	1,580
Prepaid Forward (Note 11)	181	—
Other receivables from SunPower (Note 3)	—	3,448
Other receivables	1,167	14,278
Deferred issuance cost	—	1,528
Restricted cash	2,018	5,242
Prepaid expenses	7,688	18,055
Derivative financial instruments (Note 12)	697	313
Other prepaid expenses and other current assets	1,485	684
Prepaid expenses and other current assets	\$ 20,363	\$ 55,346

Intangible Assets, Net

(In thousands)	Gross	Accumulated Amortization	Net
As of December 31, 2024			
Trademarks and purchased technology	\$ 2,219	\$ (1,696)	\$ 523
As of December 31, 2023			
Customer relationship	2,600	—	2,600
Trademarks and purchased technology	2,961	(2,209)	752
Total	\$ 5,561	\$ (2,209)	\$ 3,352

Aggregate amortization expense for intangible assets totaled \$0.7 million and \$0.2 million and \$0.3 million for fiscal years 2024, 2023, and 2022 respectively. During fiscal year 2024, the Company has fully impaired the net carrying amount of the customer relationship of \$2.2 million due to the non-realization of the associated benefits to this asset.

As of December 31, 2024, the estimated future amortization expense related to definite-lived intangible assets is as follows:

(In thousands)		
Fiscal Year		
2024	\$	156
2025		89
2026		80
2027		80
2028		79
Thereafter		39
Total future amortization expense	\$	<u>523</u>

Goodwill

As of December 31, 2023, the carrying amount of goodwill was \$7.9 million and it relates to the acquisition of certain assets from SolarCA LLC (See Note 18. *Acquisition of certain assets* for more details). Goodwill is primarily attributable to expected synergies and the assembled workforce acquired.

The Company performed an impairment assessment on the goodwill and concluded that it was more likely that the fair value was less than its carrying amount. Accordingly, full impairment loss of goodwill was recognized for fiscal years 2024. The following table presents the changes in the carrying amount of goodwill of the Company through December 31, 2024.

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Balance at beginning of year	\$ 7,879	\$ -
Acquisition from SolarCA LLC	—	7,879
Impairment	<u>(7,879)</u>	<u>-</u>
Balance at end of year	<u>\$ —</u>	<u>\$ 7,879</u>

Property, Plant and Equipment, Net

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Manufacturing equipment	\$ 135,849	\$ 185,536
Land and buildings	130,075	148,808
Leasehold improvements	13,133	85,536
Solar power systems	724	1,318
Computer equipment	42,943	49,220
Furniture and fixtures	720	1,321
Construction-in-process	7,193	22,000
Property, plant and equipment, gross	330,637	493,739
Less: accumulated depreciation and impairment	<u>(257,779)</u>	<u>(213,714)</u>
Property, plant and equipment, net	<u>\$ 72,858</u>	<u>\$ 280,025</u>

Aggregate depreciation expense for property, plant and equipment totaled \$42.1 million and \$55.7 million and \$56.5 million for fiscal years 2024, 2023 and 2022 respectively.

During fiscal year 2024, the Company has recorded impairment of property, plant and equipment of \$156.6 million, included in such amount is \$98.9 million, representing the impairment of associated property, plant and equipment in connection to September 2024 Restructuring Plan. The remaining amount relates to impairment of property, plant and equipment for other assets as the recoverable value was assessed to be lower than the book value.

Other Long-term Assets

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Equity investments without readily determinable fair value (Note 10)	\$ 4,000	\$ 4,000
Equity method investments (Note 10)	—	—
Prepaid Forward (Note 11)	—	16,298
Prepayment for capital expenditure	1,449	35,150
Restricted cash	95	100
Land rights	—	4,728
Receivables from SunPower, less current portion (Note 3)	—	6,220
Security deposits	3,380	2,414
Other long-term assets	\$ 8,924	\$ 68,910

Accrued Liabilities

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Employee compensation and employee benefits	\$ 10,981	\$ 23,165
Short-term warranty reserves	1,239	3,333
Restructuring reserve (Note 8)	4,456	25,429
Accrued interest payable	6,229	12,151
Other payables to SunPower (Note 3)	—	2,198
VAT payables	55	3,108
Derivative financial instruments (Note 12)	3	2,456
Legal accruals	18,347	8,489
Taxes payable	1,548	4,572
Payable to factor agencies	—	504
Refund liabilities to TotalEnergies, current portion (Note 3)	—	10,127
Deposit from TZE for sale of entities (Note 4)	40,000	—
Short-term security deposit payable	—	1,990
Liquidated damage provision ⁽¹⁾	773	8,361
Provision for loss on firm purchase commitment	—	2,644
Other	3,093	4,929
Accrued liabilities	\$ 86,724	\$ 113,456

⁽¹⁾ Amount relates to estimated exposure arising from delays of delivery of modules under the terms and conditions for some of our supply contracts.

Other Long-term Liabilities

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Long-term warranty reserves	\$ 3,913	\$ 22,178
Unrecognized tax benefits	11,561	5,451
Long-term security deposit payable	4	91
Long-term pension liability	—	1,960
Refund liabilities to TotalEnergies, net of current portion (Note 3)	—	8,102
Other	73	712
Other long-term liabilities	\$ 15,551	\$ 38,494

⁽¹⁾ Included in the warranty reserve was the long-term system warranty reserve of \$4.5 million as of December 31, 2023, relating to SunPower's business which was previously indemnified by SunPower under the Separation and Distribution Agreement and accordingly, the Company has recorded the corresponding receivables under "Other long-term assets" on the Consolidated Balance Sheets. As a result of the filing of Chapter 11 by SunPower in August 2024, the Company has made a full provision of such receivables due to the uncertainty surrounding the collection of such balances. The associated warranty obligation is recognized in the books of the entities that the Company has divested on March 31, 2025 for its "rest-of-the-world" distributed generation business through the sale of 100% of the equity interests in certain direct and non-direct non-U.S. subsidiaries of the Company to TZE, accompanied by the sale to TZE of certain assets relating to such business. Accordingly, this has been reclassified to "Liabilities classified as held for sale" on the Consolidated Balance Sheets. Please refer to Note 19. *Balances classified as held for sale* and Note 20. *Subsequent events* for further information

Accumulated Other Comprehensive Loss

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Cumulative translation adjustment	\$ (24,752)	\$ (19,450)
Unrecognized gain on long-term pension liability adjustment	4,260	4,513
Net unrealized loss on derivative instruments	—	(1,441)
Accumulated other comprehensive loss	\$ (20,492)	\$ (16,378)

NOTE 7. FAIR VALUE MEASUREMENTS

Fair value is estimated by applying the following hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement (observable inputs are the preferred basis of valuation):

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Measurements are inputs that are observable for assets or liabilities, either directly or indirectly, other than quoted prices included within Level 1.
- Level 3—Prices or valuations that require management inputs that are both significant to the fair value measurement and unobservable.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

We measure certain assets and liabilities at fair value on a recurring basis. There were no transfers between fair value measurement levels during the presented periods. We did not have any assets or liabilities measured at fair value on a recurring basis requiring Level 3 inputs as of December 31, 2024 or December 31, 2023.

The following table summarizes our assets and liabilities measured and recorded at fair value on a recurring basis as of December 31, 2024 and December 31, 2023:

(In thousands)	December 31, 2024		December 31, 2023	
	Total Fair Value	Level 2	Total Fair Value	Level 2
Assets				
Prepaid expenses and other current assets				
Prepaid Forward	181	181	—	—
Derivative financial instruments (Note 12)	697	697	313	313
	<u>\$ 878</u>	<u>\$ 878</u>	<u>\$ 313</u>	<u>\$ 313</u>
Other long-term assets				
Prepaid Forward	—	—	\$ 16,298	\$ 16,298
Total assets	<u>\$ 878</u>	<u>\$ 878</u>	<u>\$ 16,611</u>	<u>\$ 16,611</u>
Liabilities				
Accrued liabilities				
Derivative financial instruments (Note 12)	3	3	2,456	2,456
Total liabilities	<u>\$ 3</u>	<u>\$ 3</u>	<u>\$ 2,456</u>	<u>\$ 2,456</u>

Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

We measure certain investments and non-financial assets (including property, plant and equipment) at fair value on a non-recurring basis in periods after initial measurement in circumstances when the fair value of such asset is impaired below its recorded cost. As of December 31, 2024 and December 31, 2023, there were no material items recorded at fair value on a non-recurring basis, except for the convertible notes and related instruments entered in fiscal year 2024. Please refer to Note 11. *Debt and Credit Source* for further information.

Held-to-Maturity Debt Securities

Our restricted debt security, classified as held-to-maturity, is the Philippine government bond that we maintain and used as collateral for business transactions within the Philippines. This bond has a maturity date of less than a year and is classified as "Restricted short-term marketable securities" in our Consolidated Balance Sheets. As of December 31, 2023, these bonds had a carrying value of \$1.4 million.

We recorded such held-to-maturity investments at amortized cost based on our ability and intent to hold the securities until maturity. We monitor for changes in circumstances and events that would affect our ability and intent to hold such securities until the recorded amortized costs are recovered. No other-than-temporary impairment loss was incurred during the period presented.

Non-Marketable Equity Investments

Our non-marketable equity investments are securities in privately-held companies without readily determinable market values. On January 1, 2018, we adopted ASU 2016-01 and elected to adjust the carrying value of our non-marketable equity securities to cost less impairment, adjusted for observable price changes in orderly transactions for an identical or similar investment of the same issuer. As of December 31, 2024 and December 31, 2023, we had \$4.0 million in investments accounted for under the measurement alternative method.

Equity Method Investments

Our investments accounted for under the equity method are described in Note 10, *Equity Investments*. We monitor these investments, which were included within "Other long-term assets" in our Consolidated Balance Sheets, for impairment and record reductions in the carrying values when necessary. Circumstances that indicate an other-than-temporary decline include Level 3 measurements such as the valuation ascribed to the issuing company in subsequent financing rounds, decreases in quoted market prices, and declines in the results of operations of the issuer.

NOTE 8. RESTRUCTURING

Maxeon's Restructuring Plans

May 2021 Restructuring Plan

In fiscal year 2021, the Company adopted a restructuring plan to reduce costs and focus on improving cash flow, primarily related to the closure of a France-based manufacturing facility in Toulouse. There was less than 40 employees affected in connection with this restructuring plan. This represents a mixture of manufacturing and non-manufacturing employees. The restructuring activities was substantially completed in fiscal year 2022. The activities in fiscal year 2023 pertains to the sale of the manufacturing facility and settlement of employment benefits provided to affected employees in accordance to local statutory requirements.

June 2022 Restructuring Plan

In fiscal year 2022, the Company adopted a restructuring plan to reduce costs and focus on improving cash flow, primarily related to the closure of our module factory in Porcelette, France. There were less than 30 employees affected by this restructuring plan, representing a mixture of manufacturing and non-manufacturing employees. The restructuring activities was completed in fiscal year 2023 and the module factory was also sold in the same year. The remaining activities in fiscal year 2024 relates to the settlement of employment benefits provided to affected employees in accordance to local statutory requirements.

September 2023 Restructuring Plan

In fiscal year 2023, the Company has adopted a restructuring plan to rebalance our global operations to create efficiencies, improving cash flows and improve our product execution in alignment with our strategy. Restructuring charges are primarily comprised of impairment, cost of disposal and retirement of long-lived assets, including right of use assets, contract termination cost for capital expenditure and severance and benefits. The restructuring activities for the September 2023 Restructuring Plan are expected to be completed by fiscal year 2024.

September 2024 Restructuring Plan

In fiscal year 2024, the Company has adopted a restructuring plan to rebalance our global operations to create efficiencies, improving cash flows and improve our product execution, primarily related to the evaluation of a permanent shutdowns of our operations in Malaysia and Mexicali for the Performance line facility. Restructuring charges are primarily comprised of impairment, cost of disposal and retirement of long-lived assets, including right of use assets, contract termination cost for capital expenditure and severance and benefits. The restructuring activities for the September 2024 Restructuring Plan are expected to be completed by fiscal year 2025.

The following table summarizes the period-to-date restructuring charges by plan recognized in our Consolidated Statements of Operations:

(In thousands)	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
May 2021 Restructuring Plan:			
Severance and benefits	—	129	(475)
(Gain from) cost of disposal and retirement of property, plant and equipment	—	(1,880)	60
Total May 2021 Restructuring Plan	—	(1,751)	(415)
June 2022 Restructuring Plan:			
Severance and benefits	—	(348)	1,981
Cost of disposal and retirement of property, plant and equipment	—	457	599
Others	(24)	—	—
Total June 2022 Restructuring Plan	(24)	109	2,580
September 2023 Restructuring Plan:			
Inventory impairments and other inventory related costs ⁽¹⁾	2,573	24,278	—
Severance and benefits	5,320	12,745	—
Impairment and cost of disposal and retirement of long-lived assets, including right of use assets	3,548	74,480	—
Contract termination costs for capital expenditure	(8,973)	39,051	—
Other costs	272	817	—
Total September 2023 Restructuring Plan	2,740	151,371	—
September 2024 Restructuring Plan:			
Inventory impairments and other inventory related costs ⁽¹⁾	2,347	—	—
Severance and benefits	14,606	—	—
Impairment and cost of disposal and retirement of long-lived assets, including right of use assets	99,866	—	—
Contract termination costs for capital expenditure	1,510	—	—
Other costs	29	—	—
Total Sep 2024 Restructuring Plan	118,358	—	—
Other Restructuring:			
Severance and benefits	—	—	—
Cost of disposal and retirement of property, plant and equipment	—	—	(47)
Other costs	—	—	—
Total Other Restructurings	—	—	(47)
Total restructuring charges	\$ 121,074	\$ 149,729	\$ 2,118

⁽¹⁾ Included in Cost of revenue.

The following table summarizes the restructuring reserve movements during fiscal year 2024:

(In thousands)	December 31, 2023	(Credits) Charges	Settlement	Reclassified to liabilities held for sale	December 31, 2024
June 2022 Restructuring Plan:					
Severance and benefits	62	(24)	(38)	—	—
Total June 2022 Restructuring Plan	62	(24)	(38)	—	—
September 2023 Restructuring Plan:					
Inventory impairments and other inventory related costs	3,725	2,573	(6,298)	—	—
Severance and benefits	3,051	5,320	(5,568)	(379)	2,424
Impairment and cost of disposal and retirement of property, plant and equipment and Right of use Assets	—	3,548	(3,522)	—	26
Contract termination costs	18,087	(8,973)	(9,024)	(85)	5
Other costs	504	272	(776)	—	—
Total September 2023 Restructuring Plan	25,367	2,740	(25,188)	(464)	2,455
September 2024 Restructuring Plan:					
Inventory impairments and other inventory related costs	—	2,347	(2,011)	—	336
Severance and benefits	—	14,606	(13,820)	—	786
Impairment and cost of disposal and retirement of property, plant and equipment and Right of use Assets	—	99,866	(99,866)	—	—
Contract termination costs	—	1,510	(630)	—	880
Other costs	—	29	(29)	—	—
Total September 2024 Restructuring Plan	—	118,358	(116,357)	—	2,001
Total Restructuring Charges	\$ 25,429	\$ 121,074	\$ (141,583)	\$ (464)	\$ 4,456

NOTE 9. COMMITMENTS AND CONTINGENCIES

Maxeon as a lessee

We lease certain facilities under non-cancellable operating leases from third parties. As of December 31, 2024 and December 31, 2023, future minimum lease payments for facilities under operating leases were \$53.7 million and \$29.1 million, respectively, to be paid over the remaining contractual terms of up to 3.5 and 3.9 years. The Company has the option to extend certain leases for up to 10 years. These options are included in the lease term when it is reasonably certain that the option will be exercised.

We also lease certain buildings, machinery and equipment under non-cancellable finance leases. As of December 31, 2024 and December 31, 2023, future minimum lease payments for assets under finance leases were \$1.2 million and \$1.6 million, to be paid over the remaining contractual terms of up to 2.4 and 3.4 years, respectively. Of the \$1.2 million, \$0.5 million is included in "Short-term debt" and \$0.7 million is included in "Long-term debt" on the Consolidated Balance Sheets as of December 31, 2024.

We have disclosed quantitative information related to the lease contracts we have entered into as a lessee by aggregating the information based on the nature of the asset such that assets with similar characteristics and lease terms are shown within one single financial statement line item.

The table below presents the summarized quantitative information with regard to lease contracts we have entered into:

(In thousands)	Fiscal Year Ended			
	December 31, 2024		December 31, 2023	
Operating lease expense	\$	7,671	\$	5,236
Cash paid for amounts included in the measurement of lease liabilities				
Cash paid for operating leases		9,174		5,941
Right-of-use assets obtained in exchange for lease obligations		20,107		10,929
Weighted-average remaining lease term (in years) – operating leases		4.3		3.9
Weighted-average discount rate – operating leases		15.9 %		6.5 %

The following table presents our minimum future rental payments on leases placed in service as of December 31, 2024:

(In thousands)	Operating Leases		Finance Lease	
2025	\$	14,459	\$	519
2026		11,903		535
2027		10,379		229
2028		7,428		—
2029		6,533		—
Thereafter		2,979		—
Total lease payments		53,681		1,283
Less: imputed interest		(17,157)		(89)
Total	\$	36,524	\$	1,194

Purchase Commitments

We purchase raw materials for inventory and manufacturing equipment from a variety of vendors. During the normal course of business, in order to manage manufacturing lead times and help assure adequate supply, we enter into agreements with contract manufacturers and suppliers that either allow them to procure goods and services based on specifications defined by us, or that establish parameters defining our requirements. In certain instances, these agreements allow us the option to cancel, reschedule or adjust our requirements based on our business needs before firm orders are placed. Consequently, purchase commitments arising from these agreements are excluded from our disclosed future obligations under non-cancellable and unconditional commitments.

Future purchase obligations under non-cancellable purchase orders as of December 31, 2024 are as follows:

(In thousands)	Fiscal Year 2025		Fiscal Year 2026		Fiscal Year 2027 and thereafter		Total
Future purchase obligations	\$	7,976	\$	—	\$	—	7,976

We expect that all obligations related to non-cancellable purchase orders for manufacturing equipment will be recovered through future cash flows of the solar cell manufacturing lines and solar panel assembly lines when such long-lived assets are placed in service. Factors considered important that could result in an impairment review include significant under-performance relative to expected historical or projected future operating results, significant changes in the manner of use of acquired assets, and significant negative industry or economic trends. Obligations related to non-cancellable purchase orders for inventories match current and forecasted sales orders that will consume these ordered materials and actual consumption of these ordered materials is regularly compared to expected demand. We anticipate total obligations will be recovered because the quantities required to be purchased are expected to be utilized in the manufacture and profitable sale of solar power products in the future based on our long-term operating plans. The terms of the supply agreements are reviewed regularly by us and we assess the need for any accruals for estimated losses on adverse purchase commitments, such as lower of cost or net realizable value adjustments that will not be recovered by future sales prices, forfeiture of advanced deposits and liquidated damages, as necessary.

Product Warranties

The following table summarizes the product warranty activities for fiscal years 2024 and 2023:

(In thousands)	Fiscal Year	
	2024	2023
Balance at the beginning of the period	\$ 20,990	\$ 28,347
Accruals for warranties issued during the period	1,672	6,437
Settlements and adjustments during the period	(8,766)	(13,794)
Reclassification to liabilities classified as held for sale during the period	(8,745)	—
Balance at the end of the period	\$ 5,151	\$ 20,990

Liabilities Associated with Uncertain Tax Positions

Total liabilities associated with uncertain tax positions were \$11.6 million and \$5.5 million as of December 31, 2024 and December 31, 2023, respectively. These are included within “Other long-term liabilities” in our Consolidated Balance Sheets as they are not expected to be paid within the next 12 months. Due to the complexity and uncertainty associated with our tax positions, we cannot make a reasonably reliable estimate of the period in which cash settlement, if any, would be made for our liabilities associated with uncertain tax positions in Other long-term liabilities.

Defined Benefit Pension Plans

Prior to the Spin-off, SunPower maintained defined benefit pension plans for certain of our employees and they continue to be part of these pension plans after the Spin-off and the maintenance of such defined benefit pension plans has been transferred to the Company. Benefits under these plans are generally based on an employee’s age, years of service and compensation. Funding requirements are determined on an individual country and plan basis and are subject to local country practices and market circumstances. The funded status of the pension plans, which represents the difference between the benefit obligation and fair value of plan assets, is calculated on a plan-by-plan basis. We have elected to measure plan assets and benefit obligation using the month-end that is closest to our fiscal year-end. The benefit obligation and related funded status are determined using assumptions as of the end of each fiscal year. We recognize the overfunded or underfunded status of our pension plans as an asset or liability on our Consolidated Balance Sheets. As of December 31, 2024, we have reclassified the balances to “Liabilities classified as held for sale” as the Company is divesting for its “rest-of-the-world” distributed generation business through the sale of 100% of the equity interests in certain direct and non-direct non-U.S. subsidiaries of the Company to TZE, accompanied by the sale to TZE of certain assets relating to such business. As of December 31, 2023, the underfunded status of our pension plans presented within “Other long-term liabilities” on our Consolidated Balance Sheets was \$2.0 million. The impact of transition assets and obligations and actuarial gains and losses are recorded within “Accumulated other comprehensive loss” and are generally amortized as a component of net periodic cost.

over the average remaining service period of participating employees. We recorded a loss of \$0.3 million for fiscal year 2024, a loss of \$0.6 million and gain of \$0.9 million for fiscal year 2023 and 2022, respectively, related to our benefit plans.

Our entity in the Philippines has a tax qualified defined benefit plan covering its regular employees (the "Philippines Plan" or the "Fund"). Under the Philippines Plan, all employees of the entity who have not reached the age of 60 are qualified and become automatically members of the plan.

The Fund is administered by a trustee bank, under a Trust Agreement (the "Philippines Trust Agreement"), designated by the Philippines' subsidiary acting through the Retirement Committee (as defined in the Philippines Trust Agreement). The Trustee shall have administrative control over the management of the Fund, and shall be vested with all powers, authority and discretion necessary or expedient for that purpose, in addition to any express powers conferred by the Philippines Trust Agreement. The trustee may adopt and prescribe such rules and regulations as are necessary for the efficient administration of the Fund, provided such are not inconsistent with the Rules and Regulations of the Retirement Plan (as defined in the Philippines Plan).

Under the existing regulatory framework in the Philippines, it requires a provision for retirement pay to qualified private sector employees in the absence of any retirement plan in the entity, provided however that the employee's retirement benefits under any collective bargaining and other agreement shall not be less than those provided under the law. The law does not require minimum funding of the plan.

Indemnifications

In the ordinary course of business, the Company enters into contractual arrangements under which the Company may agree to indemnify a third party to such arrangement from any losses incurred relating to the services they perform on behalf of the Company or for losses arising from certain events as defined within the particular contract, which may include, for example, litigation or claims relating to past performance. Historically, payments made related to these indemnifications have been immaterial.

Similarly, the Company enters into contractual arrangements under which SunPower or other third parties agrees to indemnify the Company for certain litigation and claims to which we are a party. On August 5, 2024, SunPower Corporation ("SunPower") filed a voluntary petition for bankruptcy under Chapter 11 of the US Bankruptcy Code, resulting in the rejection of the Separation and Distribution Agreement dated November 8, 2019, whereby SunPower had agreed to indemnify us for, including but not limited to, multiple litigations in which certain of our subsidiaries are parties, indemnification for tax disputes and certain warranty obligations for businesses that are not part of Maxeon's operations. In accordance with GAAP, we have booked a full provision for expected credit losses for such indemnified balances.

Legal Matters

We are a party to various litigation matters and claims that arise from time to time in the ordinary course of our business. While we believe that the ultimate outcome of such matters will not have a material adverse effect on us, their outcomes are not determinable and negative outcomes may adversely affect our financial position, liquidity, or results of operations.

On June 27, 2024, shareholder of the Company filed a putative class action complaint (the "Complaint") against the Company and certain of our officers in the United States District Court for the Northern District of California. The Complaint alleges violations of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder in connection with certain disclosures made by the Company between November 13, 2023 and May 30, 2024 relating to our relationship and dealings with SunPower, seeking unspecified damages. We filed a motion to dismiss this lawsuit in December 2024, and the lead plaintiff filed an opposition to the motion, to which we have further filed a reply. The court held a hearing in relation to our motion to dismiss in April 2025 and we are awaiting its further issuance of an order.

Letters of Credit and Bank Guarantees

The Company provides standby letters of credit or other guarantee instruments to various parties as required for certain transactions initiated during the ordinary course of business, to guarantee the Company's performance in accordance with contractual or legal obligations. As of December 31, 2024, the maximum potential payment obligation that the Company could be required to make under these guarantee agreements was \$1.4 million. The contractual terms of the guarantees range from 11 months to 44 months. We have not recorded any liability in connection with these guarantee agreements beyond that required to appropriately account for the underlying transaction being guaranteed. We do not believe, based on historical experience and information currently available, that it is probable that any amounts will be required to be paid under these guarantee agreements. Certain guarantee agreements are collateralized by restricted cash totaling to \$2.1 million which is included in "Prepaid expenses and other current assets" and "Other long-term assets" on the Consolidated Balance Sheets as of December 31, 2024.

NOTE 10. EQUITY INVESTMENTS*Equity Method Investments**Huansheng Photovoltaic (Jiangsu) Co., Ltd ("HSPV")*

In March 2016, SunPower entered into an agreement with Dongfang Electric Corporation and TZE. to form Huansheng Photovoltaic (Jiangsu) Co., Ltd., a jointly owned solar cell manufacturing facility to manufacture our Performance line modules in China. The joint venture is based in Yixing City in Jiangsu Province, China. In March 2016, we made an initial \$9.2 million investment for a 15% equity ownership interest in the joint venture, which was accounted for under the cost method. In February 2017, we invested an additional \$9.0 million which included an investment of \$7.7 million and reinvested dividends of \$1.3 million, bringing our equity ownership to 20% of the joint venture. In February and April 2018, we invested an additional \$6.3 million and \$6.3 million (net of \$0.7 million of dividends reinvested), respectively, maintaining our equity ownership at 20% of the joint venture. In September 2021, TZE made a capital injection of RMB270.0 million (equivalent to \$41.6 million) to HSPV to facilitate the capacity expansion of HSPV. The Company did not make a proportionate injection based on its equity interest in HSPV which resulted in a dilution of the Company's equity ownership from 20.0% to 16.3%. During fiscal year 2024, we disposed our equity interest in HSPV to Zhonghuan Hong Kong Holding Limited, a subsidiary of TZE for a consideration of \$24.0 million. Consequently, we recognized a gain on disposal of \$24.1 million, including the recycling of other comprehensive income to profit or loss.

For the fiscal years 2023 and 2022, the equity method investment held by the Company in our former joint venture entity have met the significance criteria as defined under Rule 4-08(g) of Regulation S-X. The summarized financial information as of December 31, 2023 and for the fiscal years ended 2023 and 2022 is as follows:

(In thousands)	As of	
	December 31, 2023	
Current assets	\$	924,110
Non-current assets		711,499
Current liabilities		361,072
Non-current liabilities		667,617
Non-controlling interest		615,395

(In thousands)	Fiscal Year Ended	
	December 31, 2023	January 1, 2023
Revenue	\$ 1,637,862	\$ 1,619,358
Gross profit (loss)	1,433	(40,099)
Loss from operations	(135,799)	(177,283)
Net loss	(136,433)	(159,888)
Net loss attributable to HSPV	(33,708)	(62,820)

Related-party transactions with HSPV are as follows:

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Accounts payable	\$ 261	\$ 9,920
Liabilities classified as held for sale	15,401	—

(In thousands)	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Payments made to investee for products/services	\$ 70,613	\$ 226,118	\$ 331,004

Huaxia CPV (Inner Mongolia) Power Co., Ltd. ("CCPV")

In December 2012, SunPower entered into an agreement with TZE, Inner Mongolia Power Group Co. Ltd. and Hohhot Jinqiao City Development Company Co., Ltd. to form CCPV, a jointly owned entity to manufacture and deploy our low-concentration PV ("LCPV") concentrator technology in Inner Mongolia and other regions in China. CCPV is based in Hohhot, Inner Mongolia. The establishment of the entity was subject to approval of the PRC government, which was received in the fourth quarter of fiscal year 2013. In December 2013, we made a \$16.4 million equity investment in CCPV, for a 25% equity ownership.

We have concluded that we are not the primary beneficiary of CCPV because, although we are obligated to absorb losses and have the right to receive benefits, we alone do not have the power to direct the activities of CCPV that most significantly impact its economic performance. We account for our investment in CCPV using the equity method because we are able to exercise significant influence over CCPV due to our board position. Due to changes in certain facts and circumstances, in fiscal year 2017, we impaired the entire amount of this investment. CCPV has initiated liquidation process in fiscal year 2023 and the Company has filed its claim towards its receivables that has been fully impaired. In January 2025, the Company received proceeds of RMB 8.0 million (equivalent to US\$1.1 million) as part of the initial allocation from the liquidation of CCPV's assets.

Equity Investments without Readily Determinable Fair Value

Deca Technologies, Inc.

In September 2010, SunPower entered into an agreement to purchase preferred shares of Deca Technologies, Inc., a subsidiary of Cypress Semiconductor, that commercializes a proprietary electronic system interconnect technology. The investment was intended to monetize our intellectual property and capabilities in an adjacent field and potential co-development opportunities in the future. Pursuant to the share purchase agreement, we are entitled to certain liquidation and conversion rights of holders of such preferred shares. Concurrent with the purchase agreement, we also entered into a lease and facility service agreement and license agreement. During fiscal year 2020, in connection with an equity transaction with a third-party investor, the Company agreed to give up the liquidation and conversion rights in exchange for two transactions which increased the equity ownership to 8%, together with a cash dividend of \$2.5 million representing a return of capital. In addition, we recorded a gain of \$1.3 million related to an increase in the fair value of our investment, based on observable market transactions with

the third-party investor. The gain is presented within "Other, net" on our Consolidated Statements of Operations. As of December 31, 2024 and December 31, 2023, our total equity investment in Deca Technologies, Inc. was \$4.0 million.

Our equity investments consist of equity method investments and equity investments without readily determinable fair value. The below table represents the Company maximum exposure to loss of the equity investments where the Company is not the primary beneficiary.

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Equity method investment	\$ —	\$ —
Equity investments without readily determinable fair value	4,000	4,000
Total equity investments	\$ 4,000	\$ 4,000

Variable Interest Entities

A VIE is an entity that has either (i) insufficient equity to permit the entity to finance its activities without additional subordinated financial support, or (ii) equity investors who lack the characteristics of a controlling financial interest. Under ASC 810, Consolidation, an entity that holds a variable interest in a VIE and meets certain requirements would be considered to be the primary beneficiary of the VIE and is required to consolidate the VIE in its consolidated financial statements. In order to be considered the primary beneficiary of a VIE, an entity must hold a variable interest in the VIE and have both:

- The power to direct the activities that most significantly impact the economic performance of the VIE; and
- The right to receive benefits from, or the obligation to absorb losses of the VIE that could be potentially significant to the VIE.

We follow guidance on the consolidation of VIEs that requires companies to utilize a qualitative approach to determine whether it is the primary beneficiary of a VIE. The process for identifying the primary beneficiary of a VIE requires consideration of the factors that indicate a party has the power to direct activities that most significantly impact the investees' economic performance, including powers granted to the investees' governing board and, to a certain extent, a company's economic interest in the investee. We analyze our investments in VIEs and classify them as either:

- A VIE that must be consolidated because we are the primary beneficiary or the investee is not a VIE and we hold the majority voting interest with no significant participative rights available to the other partners; or
- A VIE that does not require consolidation because we are not the primary beneficiary or the investee is not a VIE and we do not hold the majority voting interest.

As part of the above analysis, if it is determined that we have the power to direct the activities that most significantly impact the investees' economic performance, we consider whether or not we have the obligation to absorb losses or rights to receive benefits of the VIE that could potentially be significant to the VIE.

Consolidated VIE

To comply with local government laws in the Philippines, SPML Land, Inc. ("SPML Land") was formed on July 20, 2006 to own land, buildings and equipment that is leased by SPML Land to SunPower Philippines Manufacturing Limited ("SPML"), which is a subsidiary of the Company. SPML owns 40% equity interest in SPML Land and certain SPML employees own the remaining 60% equity interest in SPML Land. Financing for the capital expenditure of SPML Land is provided by SPML.

Based on the relevant accounting guidance summarized above, we have concluded that we are the primary beneficiary as we have the power to direct the activities that significantly impact its economic performance and we have exposure to significant profits or losses, and as such, we consolidate the entity.

The aggregate carrying amounts of the total assets and total liabilities of SPML Land as of December 31, 2024 were \$18.5 million and \$3.0 million respectively and as of December 31, 2023 were \$24.7 million and \$4.8 million, respectively. The associated assets and liabilities of SPML Land has been reclassified to "Assets held for sale" and "Liabilities held for sale" which is included in "Prepaid expenses and other current assets" and "Accrued liabilities", respectively on the Consolidated Balance Sheets as of December 31, 2024.

NOTE 11. DEBT AND CREDIT SOURCES

Green Convertible Notes, Exchange Notes and Exchange Warrants

On July 17, 2020, Maxeon issued \$200.0 million aggregate principal amount of its 6.5% Green Convertible Senior Notes due 2025 ("Green Convertible Notes"), if not earlier repurchased or converted. The Green Convertible Notes are senior, unsecured obligations of Maxeon and will accrue regular interest at a rate of 6.5% per annum, payable semi-annually in arrears on January 15 and July 15 of each year, beginning on January 15, 2021. Upon satisfaction of the relevant conditions, the Green Convertible Notes will be convertible into Maxeon shares at an initial conversion price of \$1,819.47 per share and an initial conversion rate of 0.5496 Maxeon shares per \$1,000 principal amount of Green Convertible Notes. The conversion rate and conversion price will be subjected to adjustment in specified circumstances. We will settle conversions by paying or delivering, as applicable, cash, Maxeon shares or a combination of cash and Maxeon shares, at our election. The Green Convertible Notes will be also redeemable, in whole or in part, at a cash redemption price equal to their principal amount, plus accrued and unpaid interest, if any, at Maxeon's option at any time, and from time to time, on or after July 17, 2023 and on or before the 60th scheduled trading day immediately before the maturity date, but only if the last reported sale price per ordinary share of Maxeon exceeds 130% of the conversion price for a specified period of time. In addition, the Green Convertible Notes will be redeemable, in whole and not in part, at a cash redemption price equal to their principal amount, plus accrued and unpaid interest, if any, at Maxeon's option in connection with certain changes in tax law. Upon the occurrence of a fundamental change (as defined in the Indenture), noteholders may require Maxeon to repurchase their Green Convertible Notes for cash. The repurchase price will be equal to the principal amount of the Green Convertible Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the applicable repurchase date.

The Green Convertible Notes were convertible during the second quarter of 2023 as the circumstances for conversion set out in Section 5.01(C)(i)(1) of the indenture dated July 17, 2020 between the Company and Deutsche Bank Trust Company Americas (the "2025 Notes Indenture") were met for that period. During the third quarter of 2023, the Green Convertible Notes are no longer convertible. No conversion took place while the Green Convertible Notes were convertible.

Prior to the adoption of ASU 2020-06, the Green Convertible Notes was classified as a financial instrument that had both an equity and liability component. The liability component was recorded at fair value on initial recognition with the residual accounted for in equity. Subsequently, the liability portion was recorded at amortized cost. As a result of adopting ASU 2020-06, the Company made certain adjustments to its accounting for the Green Convertible Notes. The Company adopted the ASU during the first quarter of fiscal year 2022 on a modified retrospective basis. The adoption of ASU 2020-06 eliminated the bifurcation of the liability and equity components of the Green Convertible Notes into a single liability instrument. As a result of the adoption, the carrying amount of the Green Convertible Notes increased by \$42.1 million to \$187.8 million as of January 3, 2022. Additional paid-in-capital was reduced by \$52.2 million and \$10.1 million cumulative effect of adoption was recognized to the opening balance of accumulated deficit as of January 3, 2022.

On May 30, 2024, the Company, together with certain noteholders of the Green Convertible Notes entered into exchange agreements pursuant to which the Company agreed to acquire the existing Green Convertible Notes from such holders and issue to them for each \$1,000 principal amount of the Green Convertible Notes with (i) (x) \$700 principal amount of Tranche A Notes of the Company's new Adjustable-Rate Convertible Second Lien Senior

Secured Notes due 2028 (the “Tranche A Exchange Notes”), (y) \$300 million principal amount of Tranche B Notes of the Company’s new Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028 (the “Tranche B Exchange Notes,” and together with Tranche A Exchange Notes, the “Exchange Notes”), and (z) additional Tranche B Exchange Notes, equal to the amount of accrued and unpaid interest on such Existing 2025 Notes to, but not including, the date on which the closing of the transactions contemplated by the Exchange Agreement occurs (the “Exchange Closing Date”), and (ii) warrants (the “Exchange Warrants” and together with the Exchange Notes, the “Exchange Securities”) granting such holder the right to purchase ordinary shares, no par value.

Consequently, certain investors were issued with: (x) \$139.0 million principal amount of new Tranche A Note Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028 (the “Tranche A Exchange Notes”), (y) \$65.1 million principal amount of new Tranche B Note Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028 (the “Tranche B Exchange Notes,” and together with Tranche A Exchange Notes, the “Exchange Notes”) and (z) 9.9 million warrants (the “Exchange Warrants” and, together with the Exchange Notes, the “Exchange Securities”) granting such holders the right to purchase ordinary shares, no par value (the “Shares”) of the Company subject to the terms and conditions set forth therein, in exchange for \$198.5 million aggregate principal amount of the Green Convertible Notes, representing approximately 99.25% of the outstanding principal amount of the Green Convertible Notes, and \$5.5 million of interest outstanding thereon on the closing date June 20, 2024.

The Exchange Notes will mature on January 15, 2028, unless earlier repurchased, redeemed or converted. The Exchange Notes accrue interest at a rate of 9.50% per annum from the date of issuance until December 20, 2024. Such interest is payable semi-annually and will be paid as follows: (a) 4% shall be paid in cash and (b) the remainder shall be paid, at the Company’s election, (i) in cash, (ii) by increasing the principal amount of the outstanding Tranche A Exchange Notes or Tranche B Exchange Notes as applicable, or by issuing additional Tranche A Exchange Notes or Tranche B Exchange Notes as applicable in a corresponding amount, (iii) subject to certain conditions, in shares with the number of shares determined using the daily VWAP of the Company’s shares for the 10 consecutive trading days ending three business days prior to the payment date or (iv) in a combination of the forms of payment as described in clauses (i), (ii), and (iii) above. Subsequent to December 20, 2024, the Exchange Notes will accrue interest at a rate of 8.00% per annum, payable solely in cash.

The Exchange Notes are convertible, at the option of each holder of the Exchange Notes, from and after the Conversion Commencement Date (as defined in the Exchange Notes Indenture) until the fifth scheduled trading day immediately preceding the maturity date of the Exchange Notes, in accordance with the terms and conditions set forth in the Exchange Notes Indenture. The Tranche A Exchange Notes and Tranche B Exchange Notes is convertible, at an initial conversion price of US\$35.45 per share and US\$164.22 per share, respectively, subject to adjustment as set forth in the Exchange Notes Indenture. The Tranche B Exchange Notes was reset to US\$16.08 per share subsequently on August 30, 2024, based on the terms set out in the Exchange Notes Indenture. We will settle conversions by paying or delivering, as applicable, cash, Maxeon shares or a combination of cash and Maxeon shares, at our election. In connection to the Tranche A Exchange Notes, the Company may at its option, at any time from the receipt (or waiver) of all requisite regulatory approvals with respect to the 2024 TZE Private Placement until the fifth scheduled trading day immediately preceding the maturity date of the Exchange Notes, require all the then-outstanding notes to be exchanged into the Company’s shares at US\$35.45 per share (the “Optional Exchange”).

The Company may redeem the Exchange Notes (a) on or after January 15, 2026 if the closing sale price per Share exceeds 150% of the Exchange Notes Conversion Price then in effect for at least 20 trading days (whether or not consecutive) during the 30 consecutive trading days ending on, and including, the trading day immediately before the date of the redemption notice and (b) at any time upon the occurrence of certain changes in relevant tax laws, at a redemption price equal to 100% of the principal amount of the Exchange Notes plus accrued and unpaid interest, in accordance with the terms and conditions set forth in Exchange Notes Indenture.

The Exchange Warrants will have an initial exercise price equal to \$21.11 per share and are exercisable at any time on or after September 12, 2024 (the “Determination Date”) until January 15, 2028, unless terminated earlier as described below. The Exchange Warrants will entitle the holders thereof to purchase 6.56 million of Ordinary Shares. The Exchange Warrants shall automatically terminate and be of no effect, if following the closing of the Forward Purchase Investment, the holders of Tranche A Exchange Notes would beneficially own at least 30.0% of

the Company's equity interest, after giving effect to the Optional Exchange and the issuance of the shares in connection with 2024 TZE Private Placement and assuming the exercise in full of the Investor Warrant (as defined below). The Exchange Warrants are exercisable on a cashless basis under certain circumstances. The number of Shares for which an Exchange Warrant is exercisable, and the exercise price thereof, are subject to adjustment from time to time upon the occurrence of certain events, including: (1) any dividends paid and distributions of any kind issued to all holders of Shares; (2) any combination (by share split, share dividend, recapitalization or otherwise) or subdivision (by consolidation, combination, reverse share split or otherwise) in respect of Shares; (3) any grant, issuance or sale of any options, convertible securities or rights to purchase share, warrants, securities or other property, in each case pro rata to the holders of Shares; or (4) certain fundamental transaction, including change of control and sale of all or substantially all assets of the Company, subject to the adjustment set out in the Exchange Warrants.

From the issuance date until the Determination Date, the Exchange Warrants was a liability classified financial instrument that is remeasured to fair value as it has not satisfied the fixed-for-fixed criteria. The fair value of the Exchange Warrants at the issuance date was \$43.7 million and was determined using Monte Carlo simulation model using Level 3 inputs based on unobservable inputs. On the Determination Date, the carrying amount of the Exchange Warrants were \$47.4 million and a loss of \$3.7 million was recorded in "Other, net" in the Consolidated Statements of Operations. The Exchange Warrants were subsequently reclassified to equity after remeasurement on the Determination Date, and thereafter will not be subsequently remeasured.

On July 5, 2024, the Company has also issued Tranche B Exchange Notes to TotalEnergies Marketing Services ("TEMS") in an aggregate principal amount equal to approximately US\$16.2 million pursuant to the termination agreement entered on May 30, 2024 to terminate the Solarization Agreement.

Pursuant to the 2024 TZE Private Placement which triggered a fundamental change event, the noteholder of the Green Convertible Notes for the remaining \$1.5 million principal amount ("Remaining Green Convertible Notes") has exercised its repurchase rights and such amount was fully redeemed in November 2024.

The exchange of certain Green Convertible Notes to the Exchange Notes, together with the full redemption of Remaining Green Convertible Notes constitute a substantial modification of the terms. The fair value of the Exchange Notes at modification is \$139.5 million, determined using adjusted share price for Tranche A Exchange Notes and Monte Carlo simulation model for Tranche B Exchange Notes using Level 3 inputs based on unobservable inputs and require significant judgement.

Consequently, the Company recognized \$7.0 million in "Gain on extinguishment of debt" on the Consolidated Statements of Operations. Included in such amount is the difference in the carrying amount of the old debt and fair value of the modified debt, offset against write-off of unamortized debt issuance cost and discount for these notes, and associated cost to lenders for the modification.

During fiscal year 2024, the Tranche A Exchange Notes were fully exchanged into the Company's shares while for Tranche B Exchange Notes, an aggregate amount of \$30.5 million were exchanged into the Company's shares. As at December 31, 2024, the net carrying amount of Tranche B Exchange Notes is \$38.9 million, recorded in "Convertible debt" on the Consolidated Balance Sheets. As of December 31, 2023, the net carrying amount of the Green Convertible Notes was \$194.7 million, recorded in "Convertible debt" on the Consolidated Balance Sheets. As at December 31, 2024, the fair value and face value of the Tranche B Exchange Notes was \$29.7 million and \$44.1 million, respectively. The fair value was determined by Monte Carlo simulation model using Level 3 inputs based on unobservable inputs and require significant judgement. As at December 31, 2023, the fair value and face value of the Green Convertible Notes was \$152.6 million and \$200.0 million, respectively. The fair value was determined using Level 2 inputs based on market prices as reported by an independent pricing source.

The significant inputs in the valuations models were as follows:

	Exchange Notes		Exchange Warrants	
	As of			
	December 31, 2024	June 20, 2024	September 12, 2024	June 20, 2024
Expected term (years)	3.08	3.57	3.38	3.57
Expected average volatility	100.00 %	105.69 %	124.00 %	99.17 %
Credit spread	28.70 %	60.91 %	N.A	N.A
Expected dividend yield	— %	— %	— %	— %
Risk-free rate	4.05 %	4.32 %	3.43 %	4.19 %

In addition, for the valuation of the Exchange Notes and Exchange Warrants on June 20, 2024, it was dependent on significant level 3 inputs such as the expected timing of the closing of the 2024 TZE Private Placement, which was estimated to complete by September 30, 2024, and the number of shares to be issued of 1.9 million. The valuation of these instruments has also made adjustment for the dilution effect by the market prior to the issuance of such instruments.

As of December 31, 2024, included in the net carrying amount of the Exchange Notes is the unamortized debt discount and issuance cost of \$5.2 million, to be amortized over a term of the note until 2028. As of December 31, 2023, included in the net carrying amount of the Green Convertible Notes is the unamortized debt issuance cost of \$5.3 million, to be amortized over a term of the note until 2025.

Interest expense arising from the Exchange Notes and the Green Convertible Notes that is recorded in the Consolidated Statements of Operation is as follows:

(In thousands)	Fiscal Year		
	2024	2023	2022
Contractual interest expense	\$ 8,205	\$ 13,000	\$ 13,000
Amortization of debt issuance costs and debt discount	3,571	3,434	3,434

As at December 31, 2024, the if-converted value of the Exchange Notes is below the outstanding principal amount by \$23.4 million. As of December 31, 2023, the if-converted value of the Green Convertible Notes is below the outstanding principal amount by \$121.2 million.

Physical Delivery Forward

On July 17, 2020 and in connection with the issuance of the Green Convertible Notes, the Company entered into a privately negotiated forward-starting physical delivery forward transaction (the "Physical Delivery Forward") with Merrill Lynch International (the "Physical Delivery Forward Counterparty"), with respect to approximately \$60.0 million worth of ordinary shares (the "Physical Delivery Maxeon Shares"), pursuant to which the Physical Delivery Forward Counterparty agreed to deliver the Physical Delivery Maxeon Shares to Maxeon or a third-party trustee designated by Maxeon for no consideration at or around the maturity of the Green Convertible Notes subject to the conditions set forth in the agreements governing the Physical Delivery Forward. The Physical Delivery Forward became effective on the first day of the 15 consecutive trading days commencing on September 9, 2020 and ended on September 29, 2020 (the "Note Valuation Period").

The Company filed a registration statement on Form F-3 with the SEC on September 2, 2020. On September 9, 2020, Maxeon filed a final prospectus supplement related to the offering of up to \$60.0 million of its ordinary shares in connection with the Physical Delivery Forward. Up to Note Valuation date on September 29, 2020, we issued and sold \$58.5 million out of the approximately \$60.0 million worth of shares in the Physical Delivery Forward, representing 38.0 thousand shares issued with the weighted average underwritten price of \$1,539.84. The related shares are excluded from both basic and diluted loss per share calculation as this is an own share lending arrangement. During the Note Valuation Period, the Physical Delivery Forward was a liability classified financial instrument that is remeasured to fair value as it represents a net cash settled provision that is akin to an obligation to repurchase the Company's stock. At the end of the Note Valuation Period, the carrying amount of the Physical Delivery Forward was \$64.1 million and a gain of \$8.5 million was recorded in Other expense, net in the Consolidated Statements of Operations. The fair value of the Physical Delivery Forward was affected by the Company's share price and other factors impacting the valuation model. This was subsequently reclassified to equity after remeasurement, at the end of the Note Valuation Period, and thereafter will not be subsequently remeasured.

Prepaid Forward

On July 17, 2020 and in connection with the issuance of the Green Convertible Notes, Maxeon entered into a privately negotiated forward-starting forward share purchase transaction (the "Prepaid Forward") with Merrill Lynch International (the "Prepaid Forward Counterparty"), pursuant to which Maxeon will repurchase approximately \$40.0 million worth of ordinary shares, subject to the conditions set forth therein, including receipt of required shareholder approvals on an annual basis.

The Prepaid Forward became effective on the first day of the Note Valuation Period. The number of ordinary shares of Maxeon to be repurchased under the Prepaid Forward is determined based on the arithmetic average of the volume-weighted average prices per ordinary share of Maxeon over the Note Valuation Period, subject to a floor price and subject under Singapore law to a limit in aggregate of no more than 20% of the total number of ordinary shares in Maxeon's capital as of the date of the annual shareholder repurchase approval (calculated together with the number of ordinary shares to be repurchased in connection with the Physical Delivery Forward), and Maxeon will prepay the purchase price for the Prepaid Forward in cash using a portion of the net proceeds from the sale of the Green Convertible Notes. Under the terms of the Prepaid Forward, the Prepaid Forward Counterparty will be obligated to deliver the number of ordinary shares of Maxeon underlying the transaction to Maxeon which is 25.3 thousand shares, or pay cash to the extent Maxeon fails to provide to Prepaid Forward Counterparty evidence of a valid shareholder authorization, on or shortly after the maturity date of the Green Convertible Notes, subject to the ability of the Prepaid Forward Counterparty to elect to settle all or a portion of the transaction early.

The Prepaid Forward is classified as an asset and remeasured to fair value at the end of each reporting period, with changes in fair value booked in earnings as the contract includes provisions that could require cash settlement. As of December 31, 2024 and December 31, 2023, the carrying amount of the Prepaid Forward is \$0.2 million and \$16.3 million respectively, and is recognized as "Prepaid expense and other current assets" and "Other long-term assets" in the Consolidated Balance Sheets, respectively. The remeasurement to fair value for fiscal year 2024 and 2023 was a loss of \$16.0 million and \$18.4 million, respectively, while for fiscal year 2022, it was a gain of \$2.4 million. Such remeasurement difference is recorded as Other expense, net in the Consolidated Statements of Operations. The fair value of the Prepaid Forward is affected by the Company's share price and other factors impacting the valuation model.

Existing 1L Notes

On August 17, 2022, Maxeon completed its sale of the Existing 1L Notes to TZE SG at a purchase price equivalent to 97% of the principal amount of the Existing 1L Notes. The Existing 1L Notes will accrue regular interest at a rate of 7.5% per annum, payable semi-annually in arrears on February 17 and August 17 of each year, beginning on February 17, 2023. Payment of interest will take the following forms: (a) the initial 3.5% of the total 7.5% interest payable on an interest payment date shall be paid in cash and (b) the remaining 4.0% of interest payable on such interest payment date may be paid, at the Company's election, (i) in cash, (ii) by increasing the principal amount of the outstanding Existing 1L Notes or by issuing additional Existing 1L Notes in a corresponding amount (the "PIK Notes"), in accordance with the terms and conditions of the Indenture, (iii) if subject to certain

conditions, in ordinary shares of the Company (the "Shares"), and/or (iv) a combination of any two or more forms of payment as described in (i) through (iii). The payment of principal and interest are jointly and severally unconditionally guaranteed, on a senior secured basis, by certain subsidiaries of the Company.

From and after August 17, 2022 until the fifth scheduled trading day immediately preceding August 17, 2027, the holder of Existing 1L Notes may, at its option, convert its Existing 1L Notes at an initial conversion price of \$23.13 per ordinary shares and an initial conversion rate of 43.2301 ordinary shares for \$1,000 principal amount of Existing 1L Notes, in accordance with the terms and conditions of the indenture dated August 17, 2022 (the "Indenture"). The conversion rate and conversion price will be subjected to adjustment in specified circumstances. The Company can elect to settle the conversions by paying or delivering, as applicable, cash, ordinary shares of the Company or a combination of cash and ordinary shares of Maxeon. The Existing 1L Notes will be also redeemable, in whole or in part, at a cash redemption price equal to their principal amount, plus accrued and unpaid interest, if any, at Maxeon's option at any time, and from time to time, on or after August 17, 2024, if the closing sale price per Share exceeds 130% of the Conversion Price then in effect on at least 20 trading days (whether or not consecutive) during the 30 consecutive trading days ending on, and including, the trading day immediately before the date of the redemption notice. In addition, the Existing 1L Notes will be redeemable, in whole and not in part, at a cash redemption price equal to their principal amount, plus accrued and unpaid interest, if any, at Maxeon's option in connection with certain changes in tax law. Upon the occurrence of a fundamental change (as defined in the Indenture), noteholders may require Maxeon to repurchase their Existing 1L Notes for cash. The repurchase price

will be equal to the principal amount of the Existing 1L Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the applicable repurchase date.

On May 31, 2024, the Company completed the sale of \$25 million in principal amount of the Existing 1L Notes to TZE SG pursuant to the terms of a convertible note purchase agreement dated May 30, 2024. In connection with such transaction, the Company and certain of its subsidiaries incorporated in Singapore, Hong Kong, Bermuda, the Cayman Islands and Switzerland concurrently entered into customary secured transaction relating to certain assets (including intellectual property) located or registered in the United States to secure their respective obligations with respect to the Existing 1L Notes. Such Notes was exchanged for the New 1L Notes on June 20, 2024 pursuant to the issuance.

On June 20, 2024, the Company entered into a supplemental indenture amending the Existing 1L Notes in order to, among other things, (i) extend the maturity date of the Existing 1L Notes from August 17, 2027 to August 17, 2029; (ii) amend the interest rate of the Existing 1L Notes from 7.50% per annum to (a) 8.50% per annum, if the Company elects to pay the interest in cash and payment-in-kind interest or (b) 7.50% per annum, if the Company elects to pay the interest solely in cash; (iii) change the per share conversion price to equal conversion price of the New 1L Notes, subject to reset in the future in connection with the TZE 2024 Private Placement; (iv) amend certain covenants of the Existing 1L Notes to permit the incurrence of indebtedness under the New 1L Notes, the Exchange Notes and certain additional senior secured indebtedness of the Company; (v) amend certain covenants of the Existing 1L Notes to (a) permit the incurrence of a security interest to secure the New 1L Notes on a pari passu basis, (b) to secure the Exchange Notes on a second lien basis, and (c) to secure certain senior indebtedness on a pari passu basis or on a second lien basis, as the case may be; and (vi) add new provisions with respect to the entry of an intercreditor agreement (the "Amended 1L Notes").

The amendment of terms of the Existing 1L Notes constitute a substantial modification of the terms. Consequently, the Company recognized \$27.8 million in "Gain on extinguishment of debt" on the Consolidated Statements of Operations. Included in such amount is the difference in the carrying amount of the old debt and fair value of the modified debt, offset against write-off of unamortized debt issuance cost and discount for these notes, and associated cost to lenders for the modification.

As at December 31, 2024 and December 31, 2023, the net carrying amount of the Existing 1L Notes was \$166.2 million and \$190.9 million, respectively, and recorded in "Convertible debt" on the Consolidated Balance Sheets. As at December 31, 2024, the fair value and the face value of the Existing 1L Notes was \$136.6 million and \$209.5 million, respectively. The fair value was determined by Monte Carlo simulation model using Level 3 inputs based on unobservable inputs and require significant judgement. As at December 31, 2023, the fair value and face value of the Existing 1L Notes was \$148.4 million and \$207.0 million, respectively. The fair value was determined using Level 2 inputs based on market prices as reported by an independent pricing source. As of December 31, 2024 and December 31, 2023, the unamortized debt issuance cost and debt discount was \$43.3 million and \$16.1 million, respectively.

The significant inputs in the valuations models were as follows:

	As of	
	December 31, 2024	June 20, 2024
Expected term (years)	4.71	5.16
Expected average volatility	100.00 %	113.96 %
Credit spread	28.70 %	60.91 %
Expected dividend yield	— %	— %
Risk-free rate	4.04 %	4.27 %

The valuation of the Existing 1L Notes on June 20, 2024 was dependent on significant level 3 inputs such as the expected timing of the closing of the 2024 TZE Private Placement, which was estimated to complete by September 30, 2024. The valuation has also made adjustment for the dilution effect by the market prior to the issuance of such instruments.

Interest expense arising from the Existing 1L Notes that is recorded in the Consolidated Statements of Operation is as follows:

(In thousands)	Fiscal Year					
	2024		2023		2022	
Contractual interest expense	\$	16,025	\$	15,525	\$	5,821
Amortization of debt issuance costs and debt discount		5,201		3,514		1,221

As of December 31, 2024 and December 31, 2023, the if-converted value of the Existing 1L Notes is below the outstanding principal amount by \$111.2 million and \$142.8 million, respectively.

New 1L Notes

On June 20, 2024, pursuant to the terms of a securities purchase agreement entered into between the Company and TZE SG on May 30, 2024, the Company also completed the sale to TZE SG of \$97.5 million in aggregate principal amount of the Company's New 1L Notes at an aggregate purchase price of \$97.5 million. Included in the consideration of such notes was exchange of \$25 million of the Existing 1L Notes that were issued to TZE SG on May 31, 2024. The remaining proceeds were received in cash after netting off \$2.5 million that was paid by TZE SG to a third-party consulting firm on behalf of the Company. The New 1L Notes will accrue regular interest at a rate of 9% per annum, payable semi-annually in arrears on June 20 and December 20 of each year, beginning on December 20, 2024. From the issuance date up to June 20, 2026, payment of interest will take the following forms: (a) the initial 6.0% of the total 9.0% interest payable on an interest payment date shall be paid in cash and (b) the remaining 3.0% of interest payable on such interest payment date may be paid, at the Company's election, (i) in cash, (ii) by increasing the principal amount of the outstanding New 1L Notes or by issuing additional New 1L Notes in a corresponding amount (the "PIK Notes"), in accordance with the terms and conditions of the indenture (the "New 1L Notes Indenture"), and/or (iii) a combination of payment as described in (i) and (ii). The payment of principal and interest are jointly and severally unconditionally guaranteed, on a senior secured basis, by certain subsidiaries of the Company, on a pari passu basis as the Existing 1L Notes. In connection with the issuance of the New 1L Notes, the Company also issued to TZE SG a warrant (the "Investor Warrant") for no additional consideration, granting TZE SG the right to purchase certain number of ordinary shares of the Company at \$1 per share such that it maintains an ownership of 23.53% of the equity interest of the Company after giving effect of the conversion by the Exchange Notes noteholder or the exercise of the Company's option under the Optional Exchange. Such rights amounted to 1,345,663 ordinary shares that TZE SG can exercise.

From and after June 20, 2024 until the fifth scheduled trading day immediately preceding June 20, 2029, the holder of New 1L Notes may, at its option, convert its New 1L Notes at an initial conversion price of US\$164.22 per share, respectively, subject to adjustment as set forth in the New 1L Notes Indenture. The New 1L Notes was reset to 16.08 per share subsequently on August 30, 2024, based on the terms set out in the New 1L Notes Indenture. The conversion rate and conversion price will be subjected to adjustment in specified circumstances. The Company can elect to settle the conversions by paying or delivering, as applicable, cash, ordinary shares of the Company or a combination of cash and ordinary shares of Maxeon. The New 1L Notes will be also redeemable, in whole or in part, at a cash redemption price equal to their principal amount, plus accrued and unpaid interest, if any, at Maxeon's option at any time, and from time to time, on or after June 20, 2026, if the closing sale price per Share exceeds 130% of the Conversion Price then in effect on at least 20 trading days (whether or not consecutive) during the 30 consecutive trading days ending on, and including, the trading day immediately before the date of the redemption notice. In addition, the New 1L Notes will be redeemable, in whole and not in part, at a cash redemption price equal to their principal amount, plus accrued and unpaid interest, if any, at Maxeon's option in connection with certain changes in tax law. Upon the occurrence of a fundamental change (as defined in the New 1L Notes Indenture), noteholders may require Maxeon to repurchase their New 1L Notes for cash. The repurchase price will be equal to

the principal amount of the New 1L Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the applicable repurchase date.

At issuance, the consideration of \$97.5 million was allocated between the New 1L Notes and Investor Warrants through an independent valuation with a value of \$72.0 million and \$25.5 million, respectively. The Investor Warrants were measured at fair value through profit or loss until such warrants were exercised or expired. TZE SG has fully exercised such warrants which gave rise to the issuance of 1,345,663 ordinary shares with a proceed of \$1.3 million. Consequently, the Company has recorded a remeasurement loss of \$1.3 million on the Investor Warrants in "Other, net" on the Consolidated Statements of Operations.

On December 19, 2024, the Company made a request to TZE SG to waive the December 2024 PIK interest and received the consent for such waiver. Under ASC 470-60-55-10, a concession is deemed to have been granted, and the waiver is to be accounted for as a troubled debt restructuring by debtors (TDR). The carrying amount of the 2029 notes does not exceed the undiscounted future cashflow under the new terms and therefore the waiver is accounted prospectively from the time of restructuring, December 19, 2024 by using a new effective interest rate to discount the carrying amount.

As at December 31, 2024, the net carrying amount of the New 1L Notes was \$68.7 million, and recorded in "Convertible debt" on the Consolidated Balance Sheets. As at December 31, 2024, the fair value of the New 1L Notes was \$65.5 million, determined by Monte Carlo simulation model using Level 3 inputs based on unobservable inputs and require significant judgement and the face value of the debt is \$97.5 million. As of December 31, 2024, the unamortized debt issuance cost and debt discount is \$30.3 million.

The significant inputs in the valuations models were as follows:

	New 1L Notes	
	As of	
	December 31, 2024	June 20, 2024
Expected term (years)	4.47	5.00
Expected average volatility	100.00 %	113.96 %
Expected dividend yield	— %	60.91 %
Risk-free rate	4.04 %	4.27 %

For the Investor warrants, the valuation was dependent on significant level 3 inputs such as estimated number of ordinary shares used in the valuation and the associated share price as of June 20, 2024 was 1.2 million and \$23.00 per share, respectively. In addition, for the valuation of the New 1L Notes as well as the Investor warrants on June 20, 2024, it was dependent on the expected timing of the closing of the 2024 TZE Private Placement, which was

estimated to complete by September 30, 2024. The valuation has also made adjustment for the dilution effect by the market prior to the issuance of such instruments.

Interest expense arising from the New 1L Notes that is recorded in the Consolidated Statements of Operation is as follows:

(In thousands)	Fiscal Year		
	2024	2023	2022
Contractual interest expense	\$ 3,169	\$ —	\$ —
Amortization of debt issuance costs and debt discount	2,141	—	—

As of December 31, 2024, the if-converted value of the New 1L Notes is below the outstanding principal amount by \$51.8 million.

As at December 31, 2024, the Company has pledged certain assets as collaterals for the Existing 1L Notes, New 1L Notes and Exchange Notes (collectively, the "Convertible Debts"). The carrying amount of the assets pledged as collaterals exceeds the Convertible Debts' principal amount of \$351.1 million. The collaterals include all-asset debentures (subject to certain exceptions) over the assets of the Company and assets of certain of its subsidiaries incorporated in Singapore, Hong Kong, Bermuda, the Cayman Islands and Switzerland, including but not limited to certain intellectual property, and pledges of the shares of certain subsidiaries incorporated in Singapore, Hong Kong, Bermuda, the Cayman Islands, Switzerland, France, Malaysia and the Philippines. The Existing 1L Notes and the New 1L Notes have first lien security interest over the collaterals while the Exchange Notes are secured on a second lien basis.

Other Debt and Credit Sources

In June 2018, SunPower entered into a trade financing agreement which entitles us to an uncommitted, on demand import and export combined financing of \$25.0 million through Standard Chartered Bank Malaysia Berhad (the "SCB Agreement") at a 1.5% per annum over LIBOR interest rate over a maximum financing tenor of 90 days. The interest rate for the Revolving Credit agreement was updated to 1.5% per annum over SOFR interest rate over a maximum financing tenor of 90 days in August 2022. In March 2024, the facility limit for the Revolving Credit agreement was revised to \$25.0 million. In April 2024, SCB has requested that the company maintain cash deposits equal to the amount of credit facility utilized and deposit funds equal to twice the credit utilized for any new draws. The Company has fully repaid the principal and the facility was terminated during fiscal year 2024.

As at December 31, 2023, the outstanding amount and face value of this outstanding debt was \$25.0 million. The total amount was recorded in "Short-term debt" on the Consolidated Balance Sheets and matured in fiscal year 2024. During the fiscal years 2024, 2023 and 2022, the Company recorded interest expense of \$0.7 million, \$2.3 million and \$1.6 million, respectively, related to this debt, which is reported as interest expense on the Consolidated Statements of Operations.

NOTE 12. DERIVATIVE FINANCIAL INSTRUMENTS

The following tables present information about our hedge instruments measured at fair value on a recurring basis as of December 31, 2024 and December 31, 2023 all of which utilize Level 2 inputs under the fair value hierarchy:

(In thousands)	Balance Sheet Classification	December 31, 2024		December 31, 2023	
Assets:					
Derivatives not designated as hedging instruments:					
Foreign currency forward exchange contracts	Prepaid expenses and other current assets	\$	697	\$	313
		\$	697	\$	313
Liabilities:					
Derivatives designated as hedging instruments:					
Foreign currency forward exchange contracts	Accrued liabilities	\$	—	\$	2,440
Derivatives not designated as hedging instruments:					
Foreign currency forward exchange contracts	Accrued liabilities	\$	3	\$	—
		\$	3	\$	2,440

December 31, 2024					
(In thousands)	Gross Amounts	Net Amounts Presented		Gross Amounts Not Offset in the Consolidated Balance Sheet, but Have Rights to Offset	
				Financial Instruments	
Derivative assets	\$ 697	\$	697	\$	697
Derivative liabilities	3	\$	3		3

December 31, 2023					
(In thousands)	Gross Amounts	Net Amounts Presented		Gross Amounts Not Offset in the Consolidated Balance Sheet, but Have Rights to Offset	
				Financial Instruments	
Derivative assets	\$ 313	\$	313	\$	313
Derivative liabilities	2,456	\$	2,456		2,456

We recorded a loss of \$0.5 million, \$2.9 million, and \$1.5 million on these derivative instruments during fiscal year 2024, 2023 and 2022 respectively under “Other, net” in the Consolidated Statements of Operations.

As of December 31, 2023, there was a cumulative loss of \$1.4 million recorded in “Accumulated Other Comprehensive Loss” (“OCL”) in connection with the derivatives designated as cash flow hedges. During fiscal

year 2024, we recognized an unrealized gain of \$1.7 million and reclassified \$0.3 million of gain from OCL to profit or loss, with a net gain on derivatives of \$1.4 million in the OCL. As of December 31, 2024, the cumulative gain in OCL for the derivatives was \$0.0 million.

During fiscal year 2023, we recognized an unrealized loss of \$5.1 million and reclassified \$9.2 million of loss from OCL to profit or loss, with a net gain on derivatives of \$4.1 million in the OCL.

We classify cash flows related to derivative financial instruments as operating activities in our Consolidated Statements of Cash Flows.

Foreign Currency Exchange Risk

Designated Derivatives Hedging Cash Flow Exposure

Our cash flow exposure primarily relates to anticipated third-party foreign currency revenues and expenses. We derive a portion of our revenues in foreign currencies as part of our ongoing business operations. In addition, a portion of our assets are held in foreign currencies. We enter into foreign currency option contracts and foreign currency forward exchange contracts designated as cash flow hedges to hedge certain forecasted revenue transactions denominated in Euros and Australian dollars. We also enter into foreign currency forward contracts designated as cash flow hedges to hedge certain forecasted purchase transactions denominated in Chinese Renminbi. Our foreign currency forward and option contracts are entered into for periods consistent with the related underlying exposures and do not constitute positions that are independent of those exposures. There were no outstanding foreign currency forward exchange denominated in Chinese Renminbi designated as cashflow hedges as at December 31, 2024 and December 31, 2023.

As of December 31, 2023, the derivatives designated as hedging instruments for either gross external or intercompany revenue up to our net economic exposure had notional values of \$111.8 million. These derivatives have a maturity of ten months or less as of December 31, 2023. The effective portion of these cash flow hedges is reclassified into revenue when third-party revenue is recognized in our Consolidated Statements of Operations. There are no derivatives designated as hedging instruments as of December 31, 2024 due to the sale of the “rest-of-the-world” distributed generation business through the sale of 100% of the equity interests in certain direct and non-direct non-U.S. subsidiaries of the Company to TZE for which the forecast transactions arise from.

Non-Designated Derivatives Hedging Transaction Exposure

Derivatives not designated as hedging instruments consist of forward contracts used to hedge re-measurement of foreign currency denominated monetary assets and liabilities primarily for intercompany transactions, receivables from customers, and payables to third parties. Changes in exchange rates between our subsidiaries’ functional currencies and the currencies in which these assets and liabilities are denominated can create fluctuations in our reported consolidated financial position, results of operations and cash flows. As of December 31, 2024, to hedge balance sheet exposure, we held foreign currency forward contracts with an aggregate notional value of \$12.0 million. These foreign currency forward contracts have maturity of nine months or less. As of December 31, 2023, to hedge balance sheet exposure, we held foreign currency forward contracts with an aggregate notional value of \$26.3 million. These contracts matured during fiscal year 2024.

Credit Risk

Our option and forward contracts do not contain any credit-risk-related contingent features. We are exposed to credit losses in the event of nonperformance by the counterparties to these option and forward contracts. We enter into derivative contracts with high-quality financial institutions and limit the amount of credit exposure to any single counterparty. In addition, we continuously evaluate the credit standing of our counterparties.

NOTE 13. INCOMES TAXES

Benefits from (Provision for) Income Taxes

The components of current and deferred income tax credit (expense) reflected in the Consolidated Statements of Operations are as follows:

(In thousands)	Fiscal Year		
	2024	2023	2022
(Loss) income before income taxes and equity in losses of unconsolidated investees			
Domestic	\$ 479,612	\$ (384,890)	\$ (307,284)
Foreign	(1,076,234)	111,364	81,401
	<u>\$ (596,622)</u>	<u>\$ (273,526)</u>	<u>\$ (225,883)</u>
(Provision for) benefits from income taxes:			
Current tax (expense) benefits			
Domestic	\$ (607)	\$ (463)	\$ 134
Foreign	(17,700)	3,525	(23,727)
	<u>(18,307)</u>	<u>3,062</u>	<u>(23,593)</u>
Deferred tax benefit			
Domestic	—	16	—
Foreign	355	(2,452)	(8,598)
	<u>355</u>	<u>(2,436)</u>	<u>(8,598)</u>
(Provision for) benefits from income taxes	<u>\$ (17,952)</u>	<u>\$ 626</u>	<u>\$ (32,191)</u>

The benefits from (provision for) income taxes differs from the amounts obtained by applying the statutory Singapore tax rate of 17% to income before taxes as shown below:

(In thousands)	Fiscal Year					
	2024		2023		2022	
Statutory rate		17 %		17 %		17 %
Tax benefit at statutory rate	\$	101,427	\$	46,500	\$	38,400
Foreign tax rate differential		(22,110)		(41,357)		(45,985)
Change in valuation allowance		(85,719)		(10,746)		(30,595)
Unrecognized tax benefits		(7,570)		1,332		3,455
Tax credits carryforward		(1,730)		2,797		—
Other		(2,250)		2,100		2,534
(Provision for) benefits from income taxes	\$	(17,952)	\$	626	\$	(32,191)

In the year ended December 31, 2024, the change in effective tax rates was contributed by provision made on uncertain tax position of a jurisdiction amounting \$7.6 million. There was also a significant valuation allowance recognized against our deferred tax assets which increased the tax expense, as part of the tax expense under "Other", was for Swiss capital tax and recognition of deferred tax. The change in the effective tax rate was also affected by the mix of the tax rates in the various jurisdictions in which the Company's entities generate taxable income.

Tax incentives include a preferential tax rate on gross income attributable to activities covered by Philippines Economic Zone Authority registrations in the Philippines. The Philippine net income attributable to all other activities will be taxed at the statutory Philippines corporate income tax rate, currently 25%. The earlier income tax holiday in the Philippines, granted for manufacturing lines, has since ended on January 1, 2020.

SunPower Malaysia Manufacturing Sdn. Bhd. enjoys a tax incentive in Malaysia where we manufacture our solar power products, subject to certain terms and conditions imposed by MIDA. The current tax incentive in Malaysia was granted to our former joint venture (now a wholly owned subsidiary). The full tax exemption for the third and final five-year tranche of this incentive was reinstated in fiscal year 2023, subject to meeting certain conditions, and will expire on June 30, 2026. Following cessation of Malaysia manufacturing operation in 2024, the company had seek to terminate the incentive ahead of its original expiration date. We have yet to receive confirmation from Malaysia authority on this request and due to the uncertainty of this outcome we have recognised an uncertain tax position for the year ended December 31, 2024.

Maxeon Singapore received a Development and Expansion Incentive - International Headquarters Award ("DEI-IHQ") from the Singapore Economic Development Board ("EDB") with effect from January 1, 2021 and will allow qualifying activities to be taxed at a concessionary tax rate, subject to certain terms and conditions imposed by EDB. Maxeon Singapore requested to terminate the tax incentive and the request was granted via notification by EDB dated 25 June 2024. Hence, we have applied the statutory Singapore corporate income tax rate of 17% for the year ended December 31, 2024.

Deferred Tax Assets and Liabilities

Long-term deferred tax assets and liabilities are presented in the Consolidated Balance Sheets as follows:

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Deferred tax assets:		
Net operating loss carryforwards	\$ 212,403	\$ 64,596
Tax credits carryforward	685	2,559
Reserves and accruals	20,049	17,380
Lease liabilities	6,193	4,724
Fixed assets	14,163	1,538
Identified intangible fixed assets	501	
Others	2,172	1,744
Total deferred tax assets	256,166	92,541
Valuation allowance	(234,932)	(71,827)
Total deferred tax assets, net of valuation allowance	21,234	20,714
Deferred tax liabilities:		
Intangible assets and accruals	(1,957)	(585)
Reserves and accruals	(17,101)	(20,891)
Right-of-use assets	(5,146)	(4,295)
Fixed asset	(1,584)	(1,581)
Other	(760)	(363)
Total deferred tax liabilities	(26,548)	(27,715)
Net deferred tax liabilities	\$ (5,314)	\$ (7,001)

The Company's deferred tax assets primarily relate to timing differences that are expected to reverse and net operating losses. The foreign and domestic net operating losses are \$205.0 million and \$1,089.2, respectively. As of December 31, 2024, net operating losses were primarily comprised of: \$23.9 million and \$0.43 million from SPMY and SPJA, respectively, which expire in years 2033 through 2034 and 1,269.9 which can be carried forward indefinitely and are available for offset against future tax liabilities.

The Company has \$1.9 million of U.S. research tax credits, which would expire in 2044 if not utilized.

Valuation Allowance

In determining whether it is more likely than not that deferred tax assets are recoverable, the assessment is required to be done on a jurisdiction by jurisdiction basis; we believe that sufficient uncertainty exists with regard to the realizability of these assets such that a valuation allowance is necessary. Factors considered in providing a valuation allowance include the lack of a significant history of consistent profits, the lack of consistent profitability in the solar industry, the limited capacity of carrybacks to realize these assets, and other factors. Based on the absence of sufficient positive objective evidence, we are unable to assert that it is more likely than not that we will generate sufficient taxable income to realize net deferred tax assets. Should we achieve a certain level of profitability in the future, we may be able to reverse the valuation allowance which would result in a non-cash income statement benefit of \$234.9 million.

Reinvestment of Unremitted Earnings

The Company may be subject to foreign withholding and other taxes on these undistributed earnings and may need to record a deferred tax liability for any outside basis difference. However, as of December 31, 2024, the calculated deferred tax liability is immaterial, thus, not booked.

As of December 31, 2024, the Company has undistributed earnings of certain foreign subsidiaries of approximately \$126.2 million that remain indefinitely reinvested, and as such has not recognized a deferred tax liability. The Company determined that any outside basis differences were immaterial as at December 31, 2024.

Unrecognized Tax Benefits

Current accounting guidance contains a two-step approach to recognizing and measuring uncertain tax positions. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon ultimate settlement.

A reconciliation of the beginning and ending amounts of unrecognized tax benefits during fiscal years 2024, 2023, and 2022 is as follows:

(In thousands)	Fiscal Year		
	2024	2023	2022
Balance at beginning of period	\$ 21,641	\$ 33,861	\$ 34,695
Additions for tax positions related to the current year	7,751	(10,971)	10,971
Reduction of tax position relating to settlement with taxing authorities	—	—	(2,252)
Reductions for tax positions from prior years/statute of limitations expirations	(1,736)	(1,498)	(9,249)
Foreign exchange loss (gain)	(133)	249	(304)
Balance at end of period	\$ 27,523	\$ 21,641	\$ 33,861

The unrecognized tax benefits for fiscal years 2024, 2023, and 2022 are \$27.5 million, \$21.6 million, and \$33.9 million respectively, that if recognized, would impact our effective tax rate. Certain components of the unrecognized tax benefits are recorded against deferred tax asset balances.

We believe that events that could occur in the next 12 months and cause a change in unrecognized tax benefits include, but are not limited to, the following:

- commencement, continuation or completion of examinations of our tax returns by foreign taxing authorities; and
- expiration of statutes of limitation on our tax returns.

The calculation of unrecognized tax benefits involves dealing with uncertainties in the application of complex global tax regulations. Uncertainties include, but are not limited to, the impact of legislative, regulatory and judicial developments, transfer pricing and the application of withholding taxes. We regularly assess our tax positions in light of legislative, bilateral tax treaty, regulatory and judicial developments in the countries in which we do business. We determined that an estimate of the range of reasonably possible change in the amounts of unrecognized tax benefits within the next 12 months cannot be made.

Classification of Interests and Penalties

We accrue interest and penalties on tax contingencies which are classified as “Provision for income taxes” in our Consolidated Statements of Operations. Accrued interest and penalties as of December 31, 2024 and December 31, 2023 was \$0.7 million and \$0.5 million, respectively. Meanwhile, the interest and penalties recognized in “(Provision for) benefits from Income Taxes” in the Consolidated Statements of Operations for fiscal year 2024 and 2023 was a charge of \$0.2 million and a credit of \$0.4 million, respectively.

Tax Years and Examination

Tax returns are filed in each jurisdiction in which we are registered to do business. In many countries in which we file tax returns, a statute of limitations period exists. After the statute of limitations period expires, the respective tax authorities may no longer assess additional income tax for the expired period. Similarly, we are no longer eligible to file claims for refund for any tax that we may have overpaid. We have a tax examination in Switzerland (tax year 2019 to 2023), Philippines (tax year 2021) and Singapore (tax year 2021) as of December 31, 2024.

We do not expect the examinations to result in a material assessment outside of existing reserves. If a material assessment in excess of current reserves results, the amount that the assessment exceeds current reserves will be a current period charge to earnings.

NOTE 14. ORDINARY SHARES

On April 14, 2021, we announced a public offering to sell, subject to market and other conditions, \$125.0 million of ordinary shares through an underwritten public offering. Maxeon also granted the underwriters an option, to purchase up to an additional \$18.7 million of ordinary shares offered in the public offering on the same terms and conditions, at a public offering price of \$1,800.00 per share (together with the public offering, the “2021 Offering”). The option was exercised in full by the underwriters. 80,460 shares were issued during the 2021 Offering, with 599 shares issued to a third-party as payment for issuance cost incurred.

In addition, pursuant to a stock purchase agreement, dated April 13, 2021, TZE Maxeon agreed to sell to TZE 18,700 ordinary shares at \$1,800.00 per share, in the 2021 TZE Private Placement.

The 2021 Offering and the 2021 TZE Private Placement closed in April 2021. The net proceeds were approximately \$169.7 million after giving effect to the underwriting discounts and commissions as well as other issuance costs. On May 19, 2023, the Company completed the Company Offering and the TotalEnergies Offering, each at a price per share of \$2,800.00.

In addition, pursuant to a share purchase agreement, dated May 16, 2023, Maxeon completed the 2023 TZE Private Placement with TZE SG. The net proceeds from the Company Offering and 2023 TZE Private Placement were approximately 193.5 million after giving effect to the underwriting discounts and commissions, as well as other offering costs. The Company did not receive any proceeds from the TotalEnergies Offering.

On October 6, 2023, the Company paid the purchase price consideration of \$11.0 million through the issuance of 1,100,000 ordinary shares to SolarCA, a directly owned subsidiary of Complete Solaria, Inc. (“CSLR”) pursuant to an Asset Purchase Agreement entered into on September 19, 2023 with respect to the certain assets (the “Purchase Agreement”). Consequently, the SolarCA held 2.08% of the outstanding shares of the Company as of acquisition date. Transaction costs incurred to date were not material and were expensed as incurred. The financial results of SolarCA LLC prior to the acquisition date are not material to the consolidated financial results of the Company.

In connection to the issuance of the New 1L Notes (as defined under “Note 4. TCL Zhonghuan Renewable Energy Technology Co.”) on June 20, 2024, the Company has also issued penny warrants to TZE (the “TZE SG Warrant”) for no additional consideration, granting TZE SG the right to purchase certain ordinary shares of the Company. TZE has fully exercised such warrants which gave rise to the issuance of 1,345,663 ordinary shares with a proceed of \$1.3 million.

On August 30, 2024, the Company sold 82,919 ordinary shares to TZE SG at a price of \$1,206.00 per share in a private placement (the “2024 TZE Private Placement”) exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”). Pursuant to this, TZE SG obtained a controlling stake in the Company and the Shareholders Agreement between the Company and TZE SG has been amended and restated.

On October 8, 2024, the Company implemented a 1-for-100 reverse stock split of its issued and outstanding shares. The reverse stock split was authorized by the Board of Directors of the Company.

All share and per share information in these financial statements retroactively reflect this reverse stock split.

Ordinary Shares

Voting Rights - Ordinary Shares

All ordinary stockholders are entitled to one vote per share on all matters submitted to be voted on by our stockholders.

Dividends - Ordinary Shares

All ordinary stockholders are entitled to receive equal per share dividends when and if declared by the Board of Directors.

Shares Reserved for Future Issuance Under Equity Compensation Plans

We had shares of ordinary shares reserved for future issuance as follows:

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Equity compensation plans	953	1,554

NOTE 15. NET LOSS PER SHARE

We calculate basic net loss per share by dividing earnings allocated to ordinary stockholders by the basic weighted-average number of ordinary shares outstanding for the period. Shares issued in connection with the Physical Delivery Forward are excluded for the purpose of calculating net loss per share after its reclassification from liability to equity at the end of the Note Valuation Period as this constitutes a share lending arrangement. Diluted weighted-average shares is computed using basic weighted-average number of ordinary shares outstanding plus any potentially dilutive securities outstanding during the period using the treasury-stock-type method and the if-converted method, except when their effect is anti-dilutive. Potentially dilutive securities include stock options, restricted stock units, and the outstanding Notes. The following table presents the calculation of basic and diluted net loss per share attributable to stockholders:

(In thousands, except per share data)	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Net loss:			
Net loss attributable to stockholders	(614,300)	(275,829)	(267,424)
Number of shares:			
Basic and diluted weighted-average common shares ⁽¹⁾	6,399	464	409
Basic and diluted net loss per share ⁽¹⁾	(96.00)	(594.46)	(653.85)

⁽¹⁾ No adjustment is made to the numerator and denominator for fiscal years 2022, 2023 and 2024 as the inclusion of all potentially dilutive restricted stock units, common shares under the Green Convertible Notes, the 2L Notes, the exchange warrants, the Existing 1L Notes and the New 1L Notes, where applicable, and prepaid forward would be anti-dilutive. Therefore, these were excluded from the computation of the weighted-average shares for diluted net loss per share.

The following is a summary of outstanding potentially dilutive securities that was excluded from diluted net loss per share attributable to stockholders in the following periods:

(In thousands)	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Restricted stock units	5	16	9
Green Convertible Notes	—	110	110
Exchange Notes	2,744	—	—
Exchange warrants	6,558	—	—
Existing 1L Notes	13,026	89	89
New 1L Notes	6,063	—	—
Prepaid forward	25	25	25

NOTE 16. STOCK-BASED COMPENSATION

Stock-based compensation expense include expense attributable to the Company based on the awards and terms previously granted to the Company's employees. Unvested restricted stock unit awards and performance-contingent awards have been adjusted to provide holders with restricted stock units awards and performance-contingent awards under the Company's stock-based compensation plans.

Equity Incentive Programs

On August 3, 2020, the Board of Maxeon adopted the 2020 Omnibus Incentive Plan (the "2020 Plan"), which was approved by SunPower, the sole shareholder prior to the Spin-off, on August 4, 2020, authorizing an aggregate number of shares available for issuance as award was 3,889,754. The 2020 Plan allows for the grant of awards representing the right to acquire, or based on the value of, Maxeon's ordinary shares ("Maxeon Shares"), and includes non-statutory share options, share appreciation rights, restricted shares, restricted share units, and cash-based incentive awards. Replacement awards may also be granted under the Plan in substitution of awards of ordinary shares of SunPower Corporation held by certain participants whose employment will be transferred to Maxeon. The 2020 Plan includes an automatic annual increase mechanism equal to three percent of the number of outstanding Maxeon Shares of all classes of Maxeon on the last day of the immediately preceding fiscal year or by a

small number determined by the Board. On February 28, 2024, the Compensation Committee of the Board, through delegated authority, approved an additional 1,348,978 Ordinary Shares which will be available and authorized for issuance under the 2020 Plan, on top of the initial authorized number of shares and the automatic annual increase mechanism. Under the 2020 Plan, the restricted stock units typically vest in equal installments annually over four years. Starting from fiscal year 2024, awards granted vest in equal installments annually over three years.

During fiscal year 2023, the Company has granted the new issuance of Performance Share Unit with a number of PSUs to be vested after achieving performance targets which is based on market conditions for the respective performance period (“New PSU Grant”). The New PSU Grant shall vest in full, upon achieving the three-year performance target. The vesting of the award is subjected to continuous service through the applicable vesting date.

In addition to the New PSU Grant, the Company also rolled out the Transformation Performance Share Unit PSU Plan (the “Transformation PSU Plan”) with a number of PSUs to be vested after achieving certain targets for the respective performance period (“Transformation PSU Grant”). 40% of the Transformation PSU Grant will vest in two equal annual installments, upon achieving the one-year target and 60% of the Transformation PSU Grant will vest in two equal annual installments, upon achieving the two-year target. The vesting of the award is subjected to continuous service through the applicable vesting date. The Transformation PSU Plan is introduced to replace the previous Transformation Incentive Plan (“TIP”) that was granted in fiscal year 2022 which has since been terminated with the grant of the Transformation PSU Plan. The introduction of the Transformation PSU Plan modified the key terms and conditions of TIP Plan from performance-based condition to a market-based condition, and accordingly has been treated as modification of award from liability award to equity award. The modification affects 8 grantees that were previously qualified for the TIP Plan but does not result in a significant incremental compensation cost. Accordingly, the expected award value for TIP as of January 1, 2023 with carrying amount of \$1.7 million that was recorded in “Accrued liabilities” in the “Consolidated Balance Sheets” has been reversed out in fiscal year 2023. The Transformation PSU Plan was terminated during fiscal year 2024.

The majority of shares issued are net of the minimum statutory withholding requirements that Maxeon pays on behalf our employees. During fiscal year 2024 and 2023, Maxeon withheld 4 and 7,864 shares to satisfy the employees’ tax obligations. Maxeon pays such withholding requirements in cash to the appropriate taxing authorities. Shares withheld are treated as ordinary shares repurchases for accounting and disclosure purposes and reduce the number of shares outstanding upon vesting.

The following table summarizes the stock-based compensation expense by line item in the Consolidated Statements of Operations:

(In thousands)	Fiscal Year Ended		
	December 31, 2024	December 31, 2023	January 1, 2023
Cost of revenue	\$ 2,474	\$ 989	\$ 1,535
Research and development	2,658	3,279	1,513
Sales, general and administrative	23,568	14,058	11,532
Total stock-based compensation expense	\$ 28,700	\$ 18,326	\$ 14,580

For fiscal year 2024, 2023 and 2022, the net stock-based compensation expense capitalized to inventory \$44.9 thousand, \$2.0 million and \$0.2 million, respectively.

The following table summarizes the non-vested restricted stock units' activities under the 2020 Plan:

(In thousands)	Restricted Stock Units		Performance Stock Units	
	Shares		Shares	
Outstanding as of December 31, 2023	\$	27	\$	15
Granted	\$	58	\$	1
Vested	\$	(33)	\$	—
Forfeited	\$	(6)	\$	(12)
Outstanding as of December 31, 2024		46		4

We estimate the fair value of our restricted stock awards and units at our stock price on the grant date. The weighted-average grant date fair value of restricted stock units and performance stock units granted under the 2020 Plan during fiscal year 2024, 2023 and 2022 was \$0.55, \$15.60 and \$15.34 respectively. The total fair value of restricted stock units and performance stock units vested under the 2020 Plan during fiscal year 2024, 2023 and 2022 was \$4.1 million, \$13.4 million and \$13.1 million, respectively.

As of December 31, 2024, the total unrecognized stock-based compensation related to outstanding restricted stock units and performance stock units was \$20.8 million, which we expect to recognize over a weighted-average period of 0.3 years.

NOTE 17. SEGMENT AND GEOGRAPHICAL INFORMATION

We determine operating segments based on how our chief operating decision maker ("CODM") manages the business, including making operating decisions, deciding how to allocate resources and evaluating operating performance. Our CODM is our Chief Executive Officer who reviews our operating results on a consolidated basis. We operate in a single operating segment and a single reportable segment based on the operating results available that is also reported on the Consolidated Statements of Operations and evaluated regularly by our CODM to make decisions about resource allocation and assess performance. Significant segment expenses are the same as these presented under the operating costs and expenses in the Consolidated Statements of Operations. The following table summarizes the allocation of net revenue based on geography:

(In thousands)	Fiscal Year		
	2024	2023	2022
United States ⁽¹⁾	\$ 320,626	\$ 645,112	\$ 427,111
Italy	60,943	139,506	126,195
Rest of world ⁽²⁾	127,479	338,492	506,807
Total revenue	\$ 509,048	\$ 1,123,110	\$ 1,060,113

⁽¹⁾ During fiscal years 2024, 2023 and 2022, we had sales of \$31.4 million, \$206.0 million and \$283.3 million, respectively, to SunPower representing the sale of solar modules to SunPower. The pricing term is based on the governing supply agreement with SunPower for the respective period.

⁽²⁾ Revenue included under "Rest of the world" comprise of countries that are individually less than 10% for the periods presented.

Revenues are attributed primarily based on the destination of the shipments.

The following table summarizes the allocation of net property, plant, and equipment based on geography:

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Malaysia	\$ 61,145	\$ 133,119
Mexico	1,933	72,572
Philippines	—	59,485
Europe	—	30
Singapore	4,284	11,857
United States	5,455	2,905
Rest of world	41	57
Property, plant, and equipment, net, by geography	\$ 72,858	\$ 280,025

Long-lived assets are attributed based upon the country in which the asset is located or owned.

NOTE 18. ACQUISITION OF CERTAIN ASSETS

On October 6, 2023, the Company paid the purchase price consideration of \$11.0 million through the issuance of 1,100,000 ordinary shares, no par value, to SolarCA, a directly owned subsidiary of CSLR pursuant to the September 19, 2023 Purchase Agreement with SolarCA and CSLR with respect to the certain assets. Consequently, SolarCA held 2.08% of the outstanding shares of the Company as of acquisition date. The financial results of SolarCA LLC prior to the acquisition date are not material to the consolidated financial results of the Company.

The Company has determined that the acquisition constitutes a business acquisition as defined by ASC 805, *Business Combinations*. Accordingly, the assets acquired were recorded at their acquisition date estimated fair value, while the transaction costs associated with the acquisition were expensed as incurred pursuant to the purchase method of accounting in accordance with ASC 805.

The Company's purchase price allocation was based on an evaluation of the appropriate fair values by an independent appraiser. Fair values were determined based on the requirements of ASC 820, *Fair Measurements*.

Acquired assets with finite lives will be amortized using the straight-line method of the respective lives of each assets and goodwill will be tested for impairment at least annually (Note 6. *Balance Sheet Components - Goodwill*). The following table summarize the allocation of fair value of assets acquired.

	As of December 31, 2023
Customers relationship ⁽¹⁾	\$ 2,600
Trademarks ⁽²⁾	510
Total identifiable net assets	3,110
Goodwill	7,879
	\$ 10,989

⁽¹⁾ Customer relationships represents the fair value of customer loyalty determined based on existing relationships using the income approach, specifically the multi-period excess earnings method.

⁽²⁾Trademarks represents the fair value of benefits associated with the brand and is determined based on the income approach using relief from royalty method.

NOTE 19. BALANCES CLASSIFIED AS HELD FOR SALE

As at December 31, 2024, assets held for sale represents the total assets of those entities that the Company has divested, subsequent to year end, for its “rest-of-the-world” distributed generation business through the sale of 100% of the equity interests in certain direct and non-direct non-U.S. subsidiaries of the Company to TZE, accompanied by the sale to TZE of certain assets relating to such business. The sale of these assets were completed in the first quarter of 2025. For more details, refer to Note 20 *Subsequent Event*. In fiscal year 2023, asset held for sale represents fixed assets that have satisfied the held for sale criteria under ASC 360 Property, Plant and Equipment for which the sale happened in the first quarter of 2024. Such assets are carried at the lower of carrying amount and fair value less costs to sell.

(In thousands)	As of	
	December 31, 2024	December 31, 2023
Cash and cash equivalents	\$ 9,556	\$ —
Restricted cash and cash equivalents	687	—
Accounts receivable, net	7,508	—
Inventories, net	57,306	—
Prepaid expenses and other current assets	15,705	—
Property, plant and equipment, net	67,812	466
Operating lease right of use assets	323	—
Intangible assets, net	14	—
Other long-term assets	13,358	—
Total assets classified as held for sale	\$ 172,269	\$ 466
Accounts payable	\$ 56,755	\$ —
Accrued liabilities	26,623	—
Contract liabilities, current portion	1,823	—
Short-term debt	1,685	—
Operating lease liabilities	317	—
Deferred tax liabilities	1,116	—
Other long-term liabilities	17,049	—
Total liabilities classified as held for sale	\$ 105,368	\$ —

NOTE 20. SUBSEQUENT EVENT

Closing of 'Rest-of-the-World' Distributed Generation Business Sale Transaction

On February 28, 2025, the Company has completed the sale of 100% equity interest in SunPower Philippines Manufacturing Ltd, a Cayman incorporated legal entity and wholly owned indirect subsidiary of Maxeon, to

Lumetech Pte Ltd., a subsidiary of TZE, The aggregate consideration for the sale of the shares will be \$58.6 million. The following agreements were also entered with Lumetech Pte Ltd.:

- Procurement Agency Agreement to sell certain specifically identified assets and liabilities associated with the business activities within the country of the Philippines that are held by the Company or its subsidiaries. The aggregate consideration for the assets sale is approximately \$7.3 million
- Transitional Services Agreement pursuant to which the parties thereto will agree to provide certain global shared services to the Company and/ or its affiliates and vice versa: and
- Bilateral Development Services Agreement to which Lumetech and any of its affiliates will cooperate with an affiliate of the Company and its respective affiliates on the development of Maxeon 8 technology

On March 31, 2025, the Company has completed the sale of 100% equity interest in certain direct and non-direct non-U.S. subsidiaries of the Company to Lumetech B.V. ("Lumetech B.V."), a subsidiary of TZE organized under the laws of the Netherlands, and TCL SunPower International Pte. Ltd. ("TCLSI"), a subsidiary of TZE organized under the laws of Singapore ("TCL SunPower"). The aggregate consideration for the sale was approximately \$28.9 million. Pursuant to the Sale and Purchase Agreement, net intercompany debt of \$90.5 million was assumed by the purchasers, releasing and discharging the Company from the obligation to repay such debt. The following agreements were also entered with Lumetech B.V. and TCLSI:

- Trademark Assignment Agreement to acquire all of the Company's right, title and interest, in certain trademarks for a total consideration of \$6.7 million
- Asset Transfer Agreement to sell, assign and transfer certain identified items. In addition, the Company will be discharged in full all the obligations imposed in certain warranties, including servicing the warranty holders.
- Transitional Services Agreement pursuant to which the parties thereto will agree to provide certain global shared services to the Company and/ or its affiliates and vice versa

Update on CBP product review

In late March 2025, CBP informed Maxeon that it denied the Company's protests on the detained shipments of Maxeon 3, Maxeon 6, and Performance 6 solar panels that started under the Biden Administration in July 2024, resulting in their continued exclusion. This decision was made despite Maxeon's comprehensive and transparent mapping of its supply chains and submission of thousands of pages of documentation demonstrating full compliance with the Uyghur Forced Labor Prevention Act (UFLPA).

SUPPLEMENTAL INDENTURE NO. 3

SUPPLEMENTAL INDENTURE No. 3 (this “Supplemental Indenture”) dated as of April 29, 2025 among Maxeon Solar Technologies, Ltd. (or its successor) (the “Company”), and Deutsche Bank Trust Company Americas, as trustee (the “Trustee”), under the indenture referred to below.

WHEREAS the Company (or its successor) has heretofore executed and delivered to the Trustee and DB Trustees (Hong Kong) Limited as collateral trustee (the “Collateral Trustee”) an indenture, dated as of June 20, 2024, (as amended by (a) that certain Supplemental Indenture No. 1, dated January 26, 2025, by and among the Company, the Trustee, the Collateral Trustee and the Philippine Supplemental Collateral Trustee named therein, and (b) that certain Supplemental Indenture No. 2, dated February 18, 2025, by and among the Company, the Trustee and the Collateral Trustee, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”) relating to the Company’s 9.00% Convertible First Lien Senior Secured Notes due 2029 (the “Notes”);

WHEREAS the Indenture provides that, pursuant to Section 8.02 of the Indenture, the Company and the Trustee may, subject to Sections 8.01, 8.03, 7.05 and 7.08 of the Indenture and clauses (i) to (x) of Section 8.02(A) of the Indenture, amend or supplement any provision of the Indenture with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding;

WHEREAS pursuant to an Acknowledgement Letter dated April 29, 2025 (the “Acknowledgement Letter”) to a Letter of Consent dated April 29, 2025 (the “Letter of Consent”), Zhonghuan Singapore Investment and Development Pte. Ltd., in its capacity as the Holder of 100% outstanding principal amount of the Notes, consents to the execution and delivery of this Supplemental Indenture and the amendments to the Indenture set forth herein;

WHEREAS pursuant to Section 8.02 of the Indenture, the Company and the Trustee are authorized to execute and deliver this Supplemental Indenture; and

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders (as defined in the Indenture) as follows:

1. **Defined Terms.** As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words “herein,” “hereof” and “hereby” and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. **Amendments to Section 3.11 of the Indenture.** Section 3.11(B) of the Indenture is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in double-underline):

“(B) **Liquidity.** With respect to each full fiscal quarter commencing with the fiscal quarter ending ~~March 31~~September 30, 2026, the Company shall not permit the Total

Liquidity of the Company as of the last Business Day of such fiscal quarter to be less than \$40 million.”

3. **Ratification of Indenture; Supplemental Indentures Part of Indenture.** Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder shall be bound hereby.

4. **Governing Law.** THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. **Trustee Makes No Representation.** The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

6. **Counterparts.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

7. **Effect of Headings.** The Section headings herein are for convenience only and shall not affect the construction thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

MAXEON SOLAR TECHNOLOGIES,
LTD.

By: 
Name: Dmitri Hu
Title: Authorized Signatory

DEUTSCHE BANK TRUST COMPANY
AMERICAS, AS TRUSTEE, REGISTRAR,
PAYING AGENT, CONVERSION AGENT

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Supplemental Indenture]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

**MAXEON SOLAR TECHNOLOGIES,
LTD.**

By: _____
Name:
Title:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, AS TRUSTEE, REGISTRAR,
PAYING AGENT, CONVERSION AGENT**

By: 
Name: **Mary Misells**
Title: **Vice President**

By: 
Name: **Chris Nies.**
Title: **Director**

[Signature Page to Supplemental Indenture]

PROCUREMENT AGENCY AGREEMENT

BETWEEN

MAXEON SOLAR TECHNOLOGIES, LTD.

AND

LUMETECH PTE. LTD.

DATED THE **28** DAY OF **February** 2025

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&Tann
Asia

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PROCUREMENT AGENCY AGREEMENT

THIS AGREEMENT is made on 28 February 2025

BETWEEN:

- (1) MAXEON SOLAR TECHNOLOGIES, LTD. (Company Registration No. 201934268H), a company incorporated in Singapore and having its registered office at 8 Marina Boulevard, #05-02, Marina Bay Financial Centre, Singapore 018981 (the "Vendor"); and
- (2) LUMETECH PTE. LTD. (Company Registration No. 202338705C), a company incorporated in Singapore and having its registered office at 6 Raffles Quay, #14-02, Singapore 048580 (the "Purchaser"),

(each a "Party", and collectively, the "Parties").

RECITALS:

- (A) The Vendor Group (as defined below) has certain assets listed in the table in Schedule 2 (collectively, the "Target Assets") on order from the Suppliers (as defined below).
- (B) The Vendor's indirect wholly owned subsidiary, Sunpower Technology Ltd ("SPTL"), and the Purchaser had on 26 January 2025 entered into a sale and purchase agreement (the "SPA") wherein the Purchaser has agreed to purchase, and SPTL has agreed to sell 100% of the total number of issued shares in Sunpower Philippines Manufacturing Ltd.
- (C) In connection with the SPA, the Vendor has agreed to sell and transfer (or procure the sale and transfer) to the Purchaser Group and the Purchaser has agreed to purchase and acquire from the Vendor Group, the Target Assets as of each relevant Completion Date (as defined below) for the consideration stated and upon the terms and conditions contained in this Agreement.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:

"Aggregate Consideration" has the meaning ascribed to it in Clause 4.1(a);

"Business Day" means a day (other than a Saturday, Sunday or public holiday in Singapore, the Philippines and the People's Republic of China) on which commercial banks are generally open for business in Singapore, the Philippines and the People's Republic of China.

"Completion" means, in relation to each Target Asset, completion of the sale, purchase and transfer of the relevant Target Asset as specified in Clause 5;

"Completion Date" means, in relation to each Target Asset, the date as agreed between the Vendor and the Purchaser.

"Encumbrance" means any claim, charge, mortgage, lien, option, equity, power of sale, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind;

"ODI Approval" means the outbound direct investment approval from the PRC National Development and Reform Commission or its local agency and/or from the PRC Ministry of

Commerce or its local agency and/or from the PRC State Administration of Foreign Exchange or its local agency, required to be obtained by the Purchaser for its purchase of the Target Assets.

"Parties" means the Purchaser and the Vendor; and "Party" means either one of them;

"Payment" has the meaning ascribed to it in Clause 4.1(b)(i);

"Purchaser Group" means the Purchaser and its subsidiaries;

"Purchaser Group Company" means a company in the Purchaser Group;

"Purchaser Warranties" means the representations and warranties on the part of the Purchaser specified in Schedule 1;

"Target Assets" shall have the meaning given in Recital (A), and "Target Asset" shall mean any one of them;

"Vendor Group" means the Vendor and its subsidiaries;

"Vendor Group Company" means a company in the Vendor Group;

"Vendor Warranties" means the representations and warranties on the part of the Vendor specified in Schedule 1;

"SPA" has the meaning ascribed to it in Recital (B).

"Supplier" means, in relation to each Target Asset, the supplier of the asset listed in column (D) of the corresponding row in Schedule 2;

1.2. Currencies

"Philippine peso" or "PHP" means the lawful currency for the time being of the Philippines.

"United States dollars" or "US\$" or "\$" means the lawful currency for the time being of the United States of America.

1.3. Miscellaneous

In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa, words importing any gender include every gender and references to time shall mean Singapore time;
- (b) references to a "person" include any company, limited liability partnership, partnership, business trust or unincorporated association (whether or not having separate legal personality) and references to a "company" include any company, corporation or other body corporate, wherever and however incorporated or established;
- (c) clause headings are for convenience of reference only and shall not affect the interpretation of this Agreement; and
- (d) the words "written" and "in writing" include any means of visible reproduction.

2. EFFECTIVE DATE

The provisions of this Agreement will come into force with effect from the date of completion of the SPA.

3. SALE AND PURCHASE OF ASSETS

3.1. The Vendor shall, in accordance with the terms and conditions of this Agreement, on each Completion Date, sell to the Purchaser the Target Assets and the Purchaser shall purchase the Target Assets free from all Encumbrances.

3.2. Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly agree that apart from the Target Assets, no other assets, properties, contracts, rights, title and interests, shall be transferred, sold, conveyed and assigned to the Purchaser pursuant to Clause 3.1.

4. CONSIDERATION

4.1. Purchase Consideration

(a) The aggregate consideration for the sale of the Target Assets to the Purchaser shall be US\$7,264,756 (the "Aggregate Consideration"), the consideration for each relevant Target Asset is listed in column titled "Total PO" or "TOTAL" (as the case may be) of the corresponding row in Schedule 2;

(b) The consideration shall be payable as follows:

(i) on the later of (A) the date of completion of the SPA; or (B) the date on which the Purchaser having obtained ODI Approval for the payment of the Aggregate Consideration, the Purchaser shall pay a sum equal to the Aggregate Consideration to the Vendor (the "Payment");

(ii) in respect of each outstanding progress payment for the Target Assets due to the Supplier, and the Vendor shall be entitled to apply the Payment (or part thereof) in satisfaction of the relevant progress payment to the Supplier; and

(iii) on the relevant Completion Date, from the Payment, the Vendor shall be fully and unconditionally entitled to a sum equal to the consideration for that Target Asset less the sum of all progress payment(s) (if any) paid pursuant to Clause 4.1(b)(ii) in respect of that Target Asset.

4.2. Refund

On the Completion Date, if the Vendor fails to deliver or purchase any of the Target Assets listed in Schedule 2, with the written consent of both Parties, the Vendor shall refund the consideration for the relevant Target Asset(s) which has not been delivered or purchased 10 Business Days after the Parties have provided their written consent.

4.3. Method for Payment

Clause 3.2 of the SPA shall apply mutatis mutandis to this Agreement.

5. COMPLETION

5.1. Venue

Each Completion shall take place electronically on the relevant Completion Date or at such other venue, time and/or date as the Vendor and the Purchaser may mutually agree in writing.

5.2. Deliverables at Completion by Vendor

At each Completion, the Vendor shall deliver, and shall procure that there be delivered, to the Purchaser the following:

- (a) (if capable of passing by delivery) physical possession of the Target Asset to the Purchaser Group, with the intent that title in such Target Asset shall pass by and upon such delivery, together with the relevant documents of title, and such documents as the Purchaser may reasonably require to complete the sale and purchase and as applicable, transfer, of the Target Asset;
- (b) (if incapable of passing by delivery) the duly executed instruments of transfers, assignments and other documents in the prescribed form necessary to vest title in the Target Asset, or transfer the Target Asset to, the Purchaser;
- (c) all documents of title, certificates, manuals, purchase invoice or receipt (if any), necessary for the lawful operation and proper use of, and all service documents pertaining to, the Target Asset; and
- (d) to the extent not previously delivered, a copy of the board resolutions of the Vendor approving the sale of the Target Asset and the execution of this Agreement.

5.3. Purchaser's Obligations on Completion

On Completion, the Purchaser shall deliver and shall procure that there be delivered to the Vendor to the extent not previously delivered, a copy of the corporate approvals required by applicable law of the Purchaser approving the acquisition of the Target Asset and the execution of this Agreement.

6. UNDERTAKINGS AND POST-COMPLETION OBLIGATIONS

- 6.1. The Purchaser hereby undertakes to the Vendor that it will use its reasonable efforts to procure the ODI Approval expeditiously on or before 30 April 2025 (or such other date as the Parties may mutually agree).
- 6.2. The Purchaser hereby undertakes to the Vendor that following each Completion, for a period of 12 months from the relevant Completion Date, the Purchaser will not sell the relevant Target Asset to any person for an aggregate consideration or valuation greater than the relevant consideration for that Target Asset.
- 6.3. The first paragraph of Clause 6.3 of the SPA shall apply mutatis mutandis to this Agreement in relation to the sale and purchase of the Target Assets.

7. WARRANTIES

7.1. Warranties by the Vendor

- (a) The Vendor represents and warrants to the Purchaser that, save as otherwise expressly provided to the Purchaser in this Agreement, each of the Vendor Warranties is as of the date of this Agreement, true, accurate and not misleading and will be true, accurate and not misleading as at each Completion with reference to the facts and circumstances existing on the relevant Completion Date.
- (b) Save for Clause 7.1 and Schedule 1, the Vendor makes no other representation or warranty, express or implied, to the Purchaser in relation to the Target Assets or any matter arising out of or in connection with this Agreement and the Purchaser hereby acknowledges that it has not relied on or been induced by any other representations or warranties made by the Vendor or its agents or representatives for the sale and purchase of the Target Assets.
- (c) Between the date of this Agreement and each Completion Date, the Vendor shall be permitted to give the Purchaser notice in writing of any event, condition or circumstance which shall have occurred since the date of this Agreement that would cause any of

the Vendor Warranties to become untrue or inaccurate or misleading in any respect, that would constitute a violation or breach of any of the Vendor Warranties (the "Disclosure Updates"). No such Disclosure Updates shall be deemed accepted by the Purchaser unless the Purchaser agrees to such Disclosure Updates in writing, and if so accepted by the Purchaser, any Vendor Warranties repeated on each Completion Date will be subject to such Disclosure Updates.

7.2. Warranties by the Purchaser

The Purchaser represents and warrants to the Vendor that each of the Purchaser Warranties is as of the date of this Agreement, true, accurate and not misleading and will be true, accurate and not misleading as at each Completion with reference to the facts and circumstances existing on the relevant Completion Date.

8. CONFIDENTIALITY

Clause 8 of the SPA shall apply mutatis mutandis to this Agreement in relation to the sale and purchase of the Target Assets.

9. MISCELLANEOUS

9.1. Clauses 9.1 to 9.15 (excluding Clause 9.10) of the SPA shall apply mutatis mutandis to this Agreement.

9.2. The initial physical and electronic mail addresses and contact persons for the purpose of Clause 9.14 as applied mutatis mutandis to this Agreement are specified below:

The Vendor

Address : Maxeon Solar Technologies, Ltd.
8 Marina Boulevard #05-02
Marina Bay Financial Center, 018981
Singapore

Attention : Dmitri Hu, Chief Financial Officer

E-mail address : dienchien.hu@maxeon.com

The Purchaser

Address : No. 12, New Technology Industrial Park,
Haitai East Road, Huayuan Industrial Zone (Outer Ring),
Tianjin 300384, China

Attention : Bruce Zhou, Leon Xia, Wei Ren

E-mail address : zhoubin@tzeco.com; leon.xia@tcl.com; renwei@tzeco.com

9.3. Costs and Expenses

(a) Save as otherwise provided herein, each Party shall bear and be responsible for its professional and other costs and expenses incurred in the preparation, negotiation and execution of this Agreement and all other documents in connection with this Agreement, including all other professional and other costs and expenses incurred in relation to the performance of its obligations under this Agreement.

(b) The allocation of stamp duty payable in connection with the purchase or sale of the Target Assets shall subject to negotiation in good faith between both Parties. Subject

to the foregoing, each Party shall bear its own taxes payable in connection with the purchase or sale of the Target Assets. In the event applicable law does not specify the party liable to bear applicable taxes payable, the Purchaser and Vendor shall bear such taxes equally.

9.4. Assignment and Novation.

This Agreement may not be assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement to an Affiliate, or to an acquirer or successor in interest in connection with a Change of Control of such Party without the prior written consent of the other Party, provided that such Party provides the other Party with written notice of any such assignment. "Change of Control" means the closing of (a) a merger, consolidation or similar transaction providing for the acquisition of the direct or indirect ownership of more than fifty percent (50%) of a Party's shares or similar equity interests or voting power of the outstanding voting securities or that represents the power to direct the management and policies of such Party, or (b) the sale of all or substantially all of a Party's assets. Neither this Agreement nor the rights, duties and obligations of either Party under this Agreement may be novated, delegated or otherwise transferred by a Party, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably conditioned, withheld or delayed. Subject to the preceding sentences, this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

10. GOVERNING LAW AND JURISDICTION

- 10.1. This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the laws of Singapore.
- 10.2. Each Party agrees that any dispute arising out of or in connection with this Agreement or any document or transaction in connection with this Agreement (including any dispute or claim relating to any non-contractual obligations arising out of or in connection with this Agreement) shall be referred to and finally resolved by arbitration in Singapore to the exclusion of the ordinary courts, in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference in this Clause. The place of arbitration shall be in Singapore and the language of the arbitration shall be English. The arbitration tribunal shall consist of one arbitrator to be appointed by the President of the Court of Arbitration for the time being of the SIAC. The arbitral award made and granted by the arbitrators shall be final, binding and incontestable, may be enforced by the Parties against the assets of the other Party wherever those assets are located or may be found and may be used as a basis for judgement thereon in Singapore or elsewhere.

(Remainder of page intentionally left blank)

SCHEDULE 1

WARRANTIES

Vendor Warranties

- (a) The Vendor is a company duly incorporated and existing under the laws of Singapore.
- (b) The Vendor will on each Completion be entitled to and able to transfer or procure the transfer of the legal and beneficial title to the relevant Target Asset free from all Encumbrances in accordance with the terms of this Agreement.
- (c) The Vendor has the capacity to enter into and carry out the provisions of this Agreement.
- (d) All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents), in order (i) to enable it lawfully to enter into and carry out the provisions of this Agreement and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done.
- (e) The Vendor's entry into and/or performance of its obligations under this Agreement do not and will not violate:
 - (i) any agreement, instrument or document to which it is a party or which is binding on it or its assets; or
 - (ii) any law, regulation or authorisation which is binding on or applicable to it.

Purchaser Warranties

- (a) The Purchaser is a company duly incorporated and existing under the laws of Singapore.
- (b) The Purchaser has the capacity to enter into and carry out the provisions of this Agreement.
- (c) All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents), in order (i) to enable it lawfully to enter into and carry out the provisions of this Agreement and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done.
- (d) The Purchaser's entry into and/or performance of its obligations under this Agreement do not and will not violate:
 - (i) any agreement, instrument or document (which is material to its business) to which it is a party or which is binding on it or its assets; or
 - (ii) any law, regulation or authorisation which is binding on or applicable to it.
- (e) The Purchaser's obligations under this Agreement are valid, binding and enforceable in accordance with its respective terms.

SCHEDULE 2

Target Assets



[****]



[****]



IN WITNESS WHEREOF this Agreement has been entered into by the Parties on the date stated at the beginning.

THE VENDOR

SIGNED by

DMITRI HU

Name

CHIEF FINANCIAL OFFICER

Designation
for and on behalf of
MAXEON SOLAR TECHNOLOGIES, LTD.
in the presence of:

/s/ Dmitri Hu

Signature

/s/ Ren Yantong

Signature of Witness

Name of Witness: REN YANTONG

Address: 51 Bras Basah Road

Lazada One Building, #07-01

Singapore 189554

THE PURCHASER

SIGNED by

ZHOU BIN
Name

DIRECTOR
Designation
for and on behalf of
LUMETECH PTE. LTD.
in the presence of:

/s/ Zhihang Geng
Signature of Witness

Name of Witness: ZHIHANG GENG

Address: Anning Li, Lanzhou St
Tianjin China

} /s/ Zhou Bin
Signature



TRANSITIONAL SERVICES AGREEMENT

This TRANSITIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of February 28, 2025, by and between Lumetech Pte. Ltd. (Company Registration No. 202338705C), a company incorporated in Singapore (“Purchaser”), and Maxeon Solar Pte. Ltd. (Company Registration No. 202010491K), a company incorporated in Singapore (“Vendor Affiliate”). Vendor Affiliate and Purchaser are each referred to individually as “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Purchaser, Sunpower Philippines Manufacturing Ltd and Sunpower Technology Ltd. (“Vendor”), an Affiliate of Vendor Affiliate, have entered into that certain sale and purchase agreement (the “SPA”) on the Effective Date. The provisions of this Agreement will come into force with effect from the date of completion of the SPA (the “Effective Date”).

WHEREAS, subject to the terms and conditions of this Agreement, (i) Purchaser (on behalf of itself or its designated Affiliates) desires to obtain from Vendor Affiliate (or its designated Affiliates), and Vendor Affiliate desires to provide (or cause its designated Affiliates to provide), certain transitional services for Purchaser (or its designated Affiliates) and (ii) Vendor Affiliate (on behalf of itself or its designated Affiliates) desires to obtain from Purchaser (or its designated Affiliates), and Purchaser desires to provide (or cause its designated Affiliates to provide), certain transitional services for Vendor Affiliate (or its designated Affiliates), all as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

CLAUSE 1 DEFINITIONS.

The following capitalised terms have the meanings given to them in this Clause 1. Capitalised terms used but not defined in this Agreement have the meanings given to them in the SPA.

1.1 “Bilateral Development Services Agreement” means the bilateral development services agreement entered into between Purchaser (or its Affiliate) and Vendor (or its Affiliate) on or around the date hereof.

1.2 “*Business*” means the business of SunPower Philippines Manufacturing Ltd (Company Registration Number CR-125924) an exempted company limited by shares incorporated in the Cayman Islands and having its registered office at One Nexus Way, Camana Bay, George Town, Grand Cayman KY1-9005, Cayman Islands, as of the date hereof, acting through its Philippines branch.

1.3 “Purchaser Services” means the services specified or described on Exhibit A-1, and all services that are added to Exhibit A-1 under Clause 2.6.

1.4 “Service Provider” means, as applicable, (a) with respect to the Purchaser Services, Purchaser (or its designated Affiliates), and (b) with respect to the Vendor Services, Vendor Affiliate (or its designated Affiliates).

1.5 “Service Recipient” means, as applicable, (a) with respect to the Purchaser Services, Vendor Affiliate (or its designated Affiliates), and (b) with respect to the Vendor Services, Purchaser (or its designated Affiliates).

1.6 “Services” means, as applicable, the Purchaser Services or the Vendor Services.

1.7 “Vendor Business” means the business of Vendor as of the date hereof, other than the Business.

1.8 “Vendor Services” means the services specified or described on Exhibit A-2, and all services that are added to Exhibit A-2 under Clause 2.6.

CLAUSE 2 SERVICE PROVIDER OBLIGATIONS.

2.1 Services Generally. Subject to the terms and conditions of this Agreement, Service Provider shall perform the Services for Service Recipient. Service Provider shall provide each Service for the applicable term indicated on Exhibit A-1 (with respect to the Purchaser Services) or Exhibit A-2 (with respect to the Vendor Services), as applicable.

2.2 Subcontracting. Service Recipient understands that before and after the date of this Agreement, Service Provider may have contracted, and may in the future contract, with third parties (including any of Service Provider’s Affiliates) to provide services in connection with all or any portion of the Services to be provided under this Agreement. Service Provider reserves the right to continue to contract with third parties to provide the Services or to enter into new contract relationships for any of the Services, on condition that any Services provided by third parties are at least at the same level of service to which Service Provider is accountable under the terms of this Agreement, and that, notwithstanding anything in the foregoing to the contrary, such third parties must agree to confidentiality terms with respect to Service Recipient’s confidential and non-public information that are no less restrictive than those of Clause 7.1. Except for the following costs which shall be borne by Purchaser (or its designated Affiliates), any additional costs arising from or in connection with Service Provider contracting with third parties to provide the Services or to enter into new contract relationships for any of the Services in accordance with this Clause 2.2 shall be borne by such Service Provider: (i) any costs arising from or in connection with the Additional Services, and (ii) subject to the consent of Purchaser or its designated Affiliates, any increase in costs as described in Clause 2.9(c)(ii) below.

2.3 Service Provider Responsibility.

(a) Vendor Affiliate shall perform the Vendor Services with a reasonable level of skill, quality, care, timeliness and cost-effectiveness and in a manner that will enable Purchaser and its Affiliates to conduct the Business after the Effective Date consistent with the manner in which it was conducted prior to the Effective Date. Vendor Affiliate warrants to Purchaser that the Vendor Services will be performed in a professional and workmanlike manner in accordance with applicable commercial standards.

(b) Purchaser (or its designated Affiliates) shall perform the Purchaser Services with a reasonable level of skill, quality, care, timeliness and cost-effectiveness and in a manner that will enable Vendor Affiliate and its Affiliates to conduct Vendor Business after the Effective Date consistent with the manner in which it was conducted prior to the Effective Date. Purchaser warrants to Vendor Affiliate that the Purchaser Services will be performed in a professional and workmanlike manner in accordance with applicable commercial standards.

(c) Service Provider shall obtain, at Service Provider's cost and expense, all applicable governmental permits and licenses, in connection with its obligations under this Agreement; provided, however, that any governmental permits or licenses that are required solely to provide the Services shall be at Service Recipient's cost and expense. Service Provider shall cause all employees and agents of Service Provider to comply with the standards set forth in this Clause 2.3.

2.4 Certain Limitations. Unless expressly provided otherwise herein or otherwise agreed between the Parties, (a) the Vendor Services are available only for the purpose of conducting the Business substantially in the manner it was conducted as of the Effective Date, and (b) the Purchaser Services are available only for the purpose of conducting Vendor Business substantially in the manner it was conducted as of the Effective Date.

2.5 Compliance with Laws. Service Provider shall provide the Services in accordance with all applicable judgments, orders, decrees, writs, injunctions, statutes, laws, ordinances, rules and regulations (collectively, "Laws"). Service Provider is not obligated to provide, or cause to be provided, any Service to the extent that the provision of the Service would require Service Provider, any of its Affiliates or any of their respective employees, agents, officers, directors, accountants, counsel, financial advisors and other representatives ("Representatives"), to violate any applicable Laws. Prior to ceasing performance, Service Provider shall notify Service Recipient of the applicable Laws that are or would be violated, and the Parties shall promptly meet and discuss the matter in good faith and determine a suitable resolution that enables Service Recipient to receive the benefit of the contracted Service.

2.6 Additional Services. From time to time after the date hereof, the Parties may mutually agree in writing upon the provision of additional Services in accordance with the terms of this Agreement (the "Additional Services"). If the Parties agree on any Additional Services, they shall modify Exhibit A-1 or Exhibit A-2, as applicable, accordingly (or failing that modification, the Exhibit will be deemed so amended), in which event the terms "Purchaser Services" and "Services" will be deemed to include those Additional Services on Exhibit A-1, and the term "Vendor Services" and "Services" will be deemed to include those Additional Services on Exhibit A-2.

2.7 Treatment of Employees. All employees and other Representatives of Service Provider will be deemed employees or Representatives of Service Provider, as applicable, and not employees or Representatives of Service Recipient. Service Provider will have the exclusive right to hire and dismiss any of its employees and other Representatives in accordance with applicable Laws. Service Recipient will have no right to direct and control any of the employees or Representatives of Service Provider. Service Provider shall be responsible for and shall timely pay any and all compensation and benefits payable to its employees or Representatives who perform the Services hereunder, and such personnel shall not be entitled to any of the benefits available to employees or Representatives of Service Recipient. Service Recipient will have no civil, commercial, labour, tax or any type of liability with respect to any employees of Service Provider, including for tax withholding obligations on salaries paid to employees.

2.8 Mandatory Changes. If a change or addition to the Services is required by applicable Law, then Service Recipient may, by written notice, require Service Provider to commence with the change or addition prior to reaching agreement in accordance with Clause 2.6. Service Recipient shall reimburse Service Provider for the changed or additional Services using the fees paid for provision of similar services as set forth in Exhibit A-1 or Exhibit A-2, as applicable, as a guideline, but with the amounts to be paid being ultimately agreed to in writing by the Parties, which agreement shall not be unreasonably withheld, conditioned or delayed. Service Provider may refuse to provide any changed or additional Services if Service Recipient is delinquent in its payment obligations hereunder.

2.9 Alternatives.

(a) Service Provider shall work in good faith with Service Recipient to obtain any necessary consents, licenses, sublicenses or approvals in order to provide any software, hardware, data store or maintenance and support components or portions of components of a set of information technology assets as identified with respect to a particular Service, including those assets, components and Services identified on Exhibit A-1 or Exhibit A-2, as applicable, and Service Recipient shall bear any costs and expenses of obtaining all such consents, licenses, sublicenses or approvals.

(b) Purchaser (or its designated Affiliates) may pass through to Vendor Affiliate (i) any reasonable costs (consistent with the amounts previously paid by Vendor Affiliate or its Affiliates with respect thereto prior to the Effective Date) in relation to the Services (excluding any costs for Vendor Services provided under this Agreement) that are of a type comparable to those incurred by Vendor Affiliate or its Affiliates in operating the Vendor Business in the twelve (12) month period prior to the Effective Date, and (ii) any increase in costs arising from or in connection with the renewal of any licenses or contracts of services with respect to the provision of Purchaser Services hereunder provided that such increase in costs is notified in writing to and consent is obtained from Vendor Affiliate at least five (5) Business Days in advance, which occur during the term of this Agreement.

(c) Vendor Affiliate may pass through to Purchaser (or its designated Affiliates) (i) any reasonable costs (consistent with the amounts previously paid by Vendor Affiliate or its Affiliates with respect thereto prior to the Effective Date) in relation to the Services (excluding any costs for Purchaser Services provided under this Agreement) that are of a type comparable to those incurred by Vendor Affiliate or its Affiliates in operating the Business in the twelve (12) month period prior to the Effective Date, and (ii) any increase in costs arising from or in connection with the renewal of any licenses or contracts of services with respect to the provision of Vendor Services hereunder provided that such increase in costs is notified in writing to and consent is obtained from Purchaser (or its designated Affiliates) at least five (5) Business Days in advance, which occur during the term of this Agreement.

2.10 Viruses. Service Provider shall continue to use the commercial anti-virus software program currently used by Service Provider and otherwise use reasonable best efforts to prevent the introduction of viruses and other unauthorised software or mechanisms into Service Recipient's software and computer systems.

CLAUSE 3 SERVICE RECIPIENT OBLIGATIONS.

3.1 Service Provider Policies; Reasonable Care. Service Recipient shall cause its employees and Affiliates to comply with Service Provider's policies with respect to their use of the Services. Service Recipient shall cause its employees and Affiliates to use the same level of care in their use of any software or equipment made available to them by Service Provider as part of the Services as used with Service Recipient's own software or equipment.

3.2 Cooperation. In order to enable Service Provider to provide the Services, Service Recipient shall provide Service Provider with necessary cooperation and assistance as Service Provider reasonably requests. That cooperation and assistance will include providing to Service Provider in a timely manner answers to questions, information, technical consultation, and, where applicable, acceptance of deliverables.

3.3 Non-Exclusive. Nothing in this Agreement will be construed to preclude Service Recipient from obtaining from its own employees or from providers other than Service Provider and its Affiliates, in

whole or in part, Services of any nature that may be obtainable from Service Provider or its Affiliates hereunder.

CLAUSE 4 COORDINATION AND COMMUNICATION.

4.1 Services Manager. Purchaser (or its designated Affiliates) and Vendor Affiliate will each appoint a single "Services Manager" who will serve as the primary point of contact for the other Party for matters related to this Agreement. Each Party shall use reasonable efforts to minimize changes to the person who is serving as its Services Manager. Subject to the foregoing, a Party may replace its Services Manager with an individual of comparable qualifications and experience by notifying the other Party of the new appointment.

4.2 Status Meetings. During the term of this Agreement, at such time or times as both Services Managers shall mutually agree (and in any event at least once three (3) months, if so requested by Service Recipient), Vendor Affiliate and Purchaser shall hold status meetings (telephonically, by videoconference or in person). The agenda for each such meeting shall include, without limitation, a review of (a) the status of Purchaser's conduct of the Business; (b) the Services completed to date and the reconciliation of quarterly costs incurred based on the Services completed; and (c) incomplete tasks and the expected dates of completion.

CLAUSE 5 COMPENSATION.

5.1 Service Provider Fees. Except as otherwise indicated in Exhibit A-1, Vendor Affiliate shall pay Purchaser (or its designated Affiliates) the fees, charges, and expenses set forth on Exhibit A-1 for each of the Purchaser Services provided hereunder. Except as otherwise indicated in Exhibit A-2, Purchaser (or its designated Affiliates) shall pay Vendor Affiliate the fees, charges, and expenses set forth on Exhibit A-2 for each of the Vendor Services provided hereunder.

5.2 Invoicing and Payment.

(a) On the 25th day of the third month in a quarter ("Third Month"), Service Provider and Service Recipient shall meet to review the fees, charges, and expenses for the Purchaser Services or the Vendor Services for the relevant quarter, and thereafter an invoice for the amount payable to Service Provider for the Services for the full quarter, as agreed between the Chief Financial Officers of each Party, which shall be based on the fees, charges, and expenses for the Purchaser Services or the Vendor Services for the relevant quarter (as the case may be) and an arms-length percentage mark-up, shall be issued by Service Provider. Vendor Affiliate and Purchaser (or its designated Affiliates) should assess the amount under such invoice which each Party is responsible to pay to the other Party and shall offset the amounts against the relevant invoice and pay the remaining balance to the other party, such payment shall be made within five (5) Business Days of receipt of the invoice. Vendor Affiliate and Purchaser (or its designated Affiliates) agree that, with respect to the amount payable for the Services for the period between the 25th day of the Third Month and the last day of the Third Month of that quarter ("Relevant Period"), any difference between the amount billed and the actual amount of fees, charges, and expenses for the Relevant Period shall be settled in the following quarter.

(b) Service Recipient shall make all payments in U.S. dollars, unless agreed otherwise in Exhibit A-1 or Exhibit A-2, as applicable. In respect of the amount payable for the first month of the quarter ("First Month") and the second month of the quarter ("Second Month"), the U.S. dollar amount will be determined based on the exchange rate on the last day of the First Month and the Second Month respectively. In respect of the amount payable for the Third Month, the U.S. dollar amount will be determined based on the 25th day of the Third Month.

5.3 Taxes. Each party is responsible for bearing and paying any amounts equal to any and all taxes and levies on its income arising under this Agreement. All payments due under this Agreement shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant government authority then in effect; provided, however, that if Service Recipient is required under applicable laws to withhold some taxes and levies from any payment to Service Provider hereunder, then Service Recipient may deduct any such withholding taxes and levies from the payment required under this Agreement, and Service Recipient shall calculate and file withholding taxes and levies on behalf of Service Provider and promptly furnish Service Provider with official tax receipts or other evidence issued by the taxing authority. Service Recipient shall use commercially reasonable efforts to reduce or eliminate such withholding taxes and levies or tax rate, if any, and, at the request of Service Provider, shall cooperate in all respects with Service Provider to enable Service Provider to seek and obtain a tax credit or other tax relief to offset the amount of tax withheld.

5.4 Expenses. Except as otherwise provided in this Agreement, each Party will bear its own costs and expenses incurred in the performance of this Agreement.

CLAUSE 6 IP OWNERSHIP.

6.1 Ownership of Intellectual Property. Except as expressly provided in Clause 6.2 and the Bilateral Development Services Agreement, no license, title, ownership or other Intellectual Property Rights or proprietary rights are transferred by Service Provider to Service Recipient pursuant to this Agreement or during the Services, and Service Provider retains all such rights, title, ownership and other interest in its intellectual property, ideas, concepts, techniques, inventions, processes, systems, works of authorship, facilities, floor space, resources, special programs, functionalities, interfaces, computer hardware or software, documentation or other work product developed, created, modified, improved, used or relied upon by Service Provider or its Affiliates in connection with the Services or the performance of Service Provider's or its Affiliates' obligations hereunder. For the purpose hereof, "**Intellectual Property Rights**" include but are not limited to patents, trademarks, service marks, copyright, know how, design rights, database rights, rights in software, rights in designs and inventions, trade secrets, confidential information, trade and business names and brands, internet domain names, any application (whether pending, in process or issued) for any of the foregoing and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media, or technology now known or later developed.

6.2 Creation of new Intellectual Property. Subject to the terms and conditions of the Bilateral Development Services Agreement, all rights, title and interest in Intellectual Property Rights newly created, developed, written, reduced to practice, produced, conceived made or discovered by Service Provider (or its Affiliates), solely or jointly with others, during the term of this Agreement or thereafter if resulting solely from development of any deliverables for Service Recipient during performance of the Services, or derived solely from Service Recipient's Confidential Information (as defined below), Service Recipient's property, or any information or design specifications owned and provided by Service Recipient ("Deliverables"), shall belong to, vest in and remain at all time solely and absolute in Service Recipient. To the extent that Service Provider is entitled by virtue of or pursuant to any Laws to any Deliverables, Service Provider hereby agrees to assign (including by way of present assignment of future rights), and upon creation automatically assign, and transfer to Service Recipient, without further consideration, Service Provider's entire right, title and interest (throughout all countries and jurisdictions), including any right to sue and collect damages for past infringements, in and to the Deliverables. Such assignment and transfer shall apply for the full period of the protection of such Deliverables, including all renewals, reversions and extensions. The Deliverables shall be the sole and exclusive property of Service Recipient, whether or not trademarkable, copyrightable, patentable or otherwise registrable as an Intellectual Property Right or in a stage of development.

6.3 Waiver; Grant of License. Subject to the terms and conditions of the Bilateral Development Services Agreement, if, despite the terms of Clause 6.2, Service Provider (or any of its Affiliates) is by operation of any applicable Law unable to assign the rights, titles and interest in and to any of the Deliverables, or such assignment is not approved or registered by the relevant governmental authority, Service Provider hereby grants to Service Recipient a worldwide, exclusive (even as to Service Provider and its Affiliates), perpetual, irrevocable, royalty-free, fully paid-up license, under its owned or licensed Intellectual Property Rights and with full rights to sublicense, to use, reproduce, modify, create derivative works based on, store on its servers, display, perform, make, have made, offer for sale and sell, promote, market, distribute, export, permit the online use of or otherwise use and commercially exploit in any manner such Intellectual Property Rights, without identifying or seeking the consent of Service Provider (or any of its Affiliates). If Service Provider (or any of its Affiliates) is deemed under any applicable Law to retain any rights in the Intellectual Property Rights in the Deliverables that cannot be licensed (such as moral rights), Service Provider hereby waives any and all rights therein.

CLAUSE 7 CONFIDENTIALITY.

7.1 Confidentiality Obligations. During the term of this Agreement, a Party or its Affiliates ("Recipient") may be provided with, have access to, or otherwise learn confidential and/or proprietary information of another Party or its Affiliates ("Discloser") (including, with respect to Discloser, certain information and materials concerning Discloser's business, plans, customers, technology and products) that is of substantial value to Discloser, which is identified as confidential at the time of disclosure or which should reasonably be considered, under the circumstances of its disclosure, to be confidential to Discloser ("Confidential Information"). All Confidential Information remains the property of Discloser. Recipient may disclose the Confidential Information of Discloser only to Recipient's employees and contractors who need to know the Confidential Information for purposes of performing under this Agreement and who are bound by confidentiality agreements at least as protective as this Clause 7. Recipient will not use the Confidential Information without Discloser's prior written consent except in performance under this Agreement. Recipient will take measures to maintain the confidentiality of the Confidential Information equivalent to those measures Recipient uses to maintain the confidentiality of Recipient's own confidential information of like importance, but in no event less than reasonable measures. Recipient will give immediate notice to Discloser of any unauthorised use or disclosure of the Confidential Information that comes to the attention of Recipient's senior management and agree to assist Discloser in remedying the unauthorised use or disclosure. Upon termination or expiration of this Agreement, Recipient will return to Discloser all tangible copies of Confidential Information of Discloser in Recipient's possession or control and will erase from its computer systems all electronic copies thereof.

7.2 Exceptions. The confidentiality obligations do not extend to Confidential Information which (a) becomes part of the public domain without the fault of Recipient; (b) is rightfully obtained by Recipient from a third party with the right to transfer the information without obligation of confidentiality; (c) is independently developed by Recipient without use of, or reference to, Discloser's Confidential Information, as evidenced by written records; or (d) was lawfully in the possession of Recipient at the time of disclosure, without restriction on disclosure, as evidenced by written records. In addition, Recipient may disclose Confidential Information of Discloser as may be required by Law, a court of competent jurisdiction or a governmental agency with jurisdiction or the rules of any relevant securities exchange(s) applicable to itself (to the extent practicable, the Recipient shall provide two (2) Business Days of prior written notice to the other Discloser) or (in the case of a Recipient which is a corporation) its parent company or pursuant to any litigation provided that the Recipient with an obligation to make the disclosure shall consult with the Discloser insofar as is reasonably practicable before complying with such an obligation provided that before making that disclosure Recipient first notifies Discloser to give Discloser an opportunity to seek confidential treatment or to seek a protective order or otherwise limit the disclosure, and cooperates with Discloser if Discloser does so. Recipient will have the burden of proving the applicability of any of the

above exceptions that Recipient claims may apply. If any portion of the Confidential Information falls within any of the above exceptions, the exception will apply only to that specific portion and the remainder of Discloser's Confidential Information will continue to be subject to the confidentiality requirements of this Agreement. For the avoidance of doubt, and notwithstanding anything to the contrary herein (including the exceptions set forth in clauses (a) through (d) above), confidential and/or proprietary information and materials to the extent related to the Group are the Confidential Information of Purchaser, not Vendor Affiliate.

7.3 Access to Computer Systems. If a Party is given access to any equipment, computer, software, network, electronic files or electronic data storage system owned or controlled by the other Party, the accessing Party will limit its access and use solely to that which is required to receive Services under this Agreement and shall not access or attempt to access any equipment, computer, software, network, clean-room, electronic files or electronic data storage system, other than those specifically required to receive the Services. Subject to the restrictions provided herein, each Party shall provide the other Party's personnel with reasonable physical access to all sites and rooms where those systems reside, if reasonably needed to perform the Services. Each Party shall limit access to those persons with a requirement to have access under this Agreement, advise the other Party in writing of the name of each person who will be granted access if requested to do so, and strictly follow all security rules and procedures for use of electronic resources. All user identification numbers and passwords disclosed to a Party and any Confidential Information obtained by a Party as a result of their access to and use of any equipment, computers, software, networks, clean-rooms electronic files and electronic data storage systems owned or controlled by the other Party, will be considered and treated as Confidential Information under this Agreement. The Parties shall cooperate in the investigation of any apparent unauthorised access to any equipment, computer, software, network, clean-room, electronic file or electronic data storage systems owned or controlled by the other Party, or any apparent unauthorised release of Confidential Information.

7.4 Acknowledgement. The Parties acknowledge and agree that these restrictions under Clause 7 are necessary to protect the legitimate business interests of the Parties.

CLAUSE 8 CAP ON LIABILITY.

8.1 Cap on Liability. EXCEPT FOR BREACH OF THE OBLIGATIONS UNDER CLAUSE 7, OR A CLAIM FOR INDEMNITY UNDER CLAUSE 10, IN NO EVENT SHALL A PARTY'S OR ITS AFFILIATES' LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS PAYABLE TO SUCH PARTY UNDER THIS AGREEMENT.

8.2 Basis of the Bargain. Each Party acknowledges that the mutual limitation of liability provisions contained in Clause 8.1 reflect the allocation of risk set forth in this Agreement and that neither Party would enter into this Agreement without such provisions.

CLAUSE 9 DISCLAIMER.

OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, AND ALL OTHER FACILITIES, EQUIPMENT, SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT, ARE PROVIDED "AS IS, WHERE IS AND WITH ALL FAULTS." SERVICE PROVIDER MAKES NO WARRANTIES UNDER THIS AGREEMENT, AND SERVICE PROVIDER DISCLAIMS ANY AND ALL WARRANTIES UNDER THIS AGREEMENT, STATUTORY, EXPRESS

OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The foregoing disclaimer does not supersede, negate or modify any express representation or warranty made by Service Provider in the SPA or this Agreement.

CLAUSE 10 INDEMNIFICATION.

10.1 General. Each Party (the “Indemnifying Party”) shall, at its expense, defend the other Party (the “Indemnified Party”) and such Indemnified Party’s directors, officers, agents, employees and Affiliates (together with the Indemnified Party, collectively, the “Indemnified Persons”) from and against any and all claims, actions, demands, suits, litigation or similar proceeding (“Proceeding”) brought by a third party that arises out of or relates to any actual or alleged act or omission of the Indemnifying Party or its employees or third party contractors providing Services in connection with this Agreement, and shall indemnify and hold harmless the Indemnified Persons from all Losses awarded against the Indemnified Persons in connection therewith or agreed to in a settlement in accordance with Clause 10.2.

10.2 Third Party Claims. If any claim by a third party is asserted against or sought to be collected from an Indemnified Person under this Clause 10 (a “Third Party Claim”), the Indemnified Party shall promptly deliver notice of the claim to the Indemnifying Party, along with copies of all material correspondence, provided, however, that the failure of the Indemnified Party to timely give such notice shall not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent (if any) that the Indemnifying Party is materially prejudiced thereby. The Indemnifying Party may, at its own expense, (a) participate in the defense of any such Third Party Claim, and (b) upon written notice to the Indemnified Party, at any time during the course of any such Third Party Claim, assume and control the defense thereof with counsel of its own choice, and in the event of such assumption, shall have the exclusive right, subject to the proviso in Clause 10.3, to settle or compromise such Third Party Claim; provided that the Indemnifying Party obtain, as a condition of any settlement or other compromise, a full, unconditional and complete release of each Indemnified Person subject to such Third Party Claim; provided further, however, that the Indemnifying Party shall not be entitled to assume the defense and control of such Third Party Claim, if (i) the Third Party Claim relates to or arises in connection with any criminal Proceeding, (ii) the Third Party Claim seeks an injunction or equitable relief against the Indemnified Person(s), (iii) the Third Party Claim is one in which such Indemnifying Party is also a party and joint representation would present a material conflict or there may be legal defenses available to the Indemnified Person(s) which are different from or additional to those available to such Indemnifying Party, (iv) the Third Party Claim involves a claim which, upon petition by the Indemnified Person(s), a court of competent jurisdiction rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend, (v) the Third Party Claim involves a claim that would be materially detrimental to or materially injure the reputation or customer or other material business relationships of the Indemnified Person(s), or (vi) the Indemnifying Party has not agreed to be responsible for any resulting losses, claims, damages, costs, expenses, liabilities or judgments or amounts that are paid in settlement (“Loss(es)”) arising from such Third Party Claim. If the Indemnifying Party assumes such defense, the Indemnified Party shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party. If the Indemnifying Party elects not to assume the defense of such Third Party Claim and the Indemnified Party defends against or otherwise deals therewith, the Indemnified Party may employ counsel, at the expense of the Indemnifying Party, which counsel shall be reasonably acceptable to the Indemnifying Party, and control the defense of such Proceeding or cause of action; provided, however, that the Indemnifying Party shall be obligated to pay for only one counsel for all Indemnified Persons. Whether or not the Indemnifying Party chooses to defend or prosecute any such Third Party Claim, the Parties shall, and shall cause their respective Affiliates to, cooperate in the defense or prosecution of such Third Party Claim, including by providing or making available to the Indemnifying Party or Indemnified Party as the

case may be all witnesses, pertinent records, materials and information relating thereto in the other's possession or under the other's control (or in the possession or control of any of its Representatives) as is reasonably requested by the Indemnifying Party, Indemnified Party or its respective counsel.

10.3 Settlement; Compromise. Any settlement or compromise made or caused to be made by the Indemnified Party (unless the Indemnifying Party has the exclusive right to settle or compromise under clause (b) of Clause 10.2) or the Indemnifying Party, as the case may be, of any Third Party Claim shall also be binding upon the Indemnifying Party or the Indemnified Party, as the case may be, in the same manner as if a final order or ruling had been entered by a court of competent jurisdiction in the amount of such settlement or compromise; provided, however, that no liability, restriction or Loss of any kind or nature shall be imposed on the Indemnified Party or the Indemnifying Party as a result of such settlement or compromise without its prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

CLAUSE 11 TERM AND TERMINATION.

11.1 Term of Agreement. The term of this Agreement begins on the date of this Agreement for a period of one (1) year from the Effective Date, unless earlier terminated as provided herein.

11.2 Termination for Cause. Each Party may terminate this Agreement or any one or more of the Purchaser Services (in the case of a termination by Vendor Affiliate) or Vendor Services (in the case of a termination by Purchaser (or its designated Affiliates)) immediately, upon written notice, a copy of which shall also be provided to the other Party's Services Manager, (a) if the other Party materially breaches any term of this Agreement and fails to cure the breach within thirty (30) days after receipt of written notice from the non-breaching Party describing in reasonable detail the breach; (b) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; (c) upon the other Party's making an assignment for the benefit of creditors of all or substantially all of its assets; or (d) upon the other Party's dissolution or ceasing to conduct business in the normal course. In addition, Vendor Affiliate may terminate any Purchaser Service and Purchaser (or its designated Affiliates) may terminate any Vendor Service, in each case, for convenience at any time upon thirty (30) days' written notice to the other Party.

11.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Service Provider's obligation to provide, and Service Recipient's right to use, the Services will terminate and Service Recipient will promptly (and in any event within seven (7) days) pay all amounts that accrued prior to the date of such termination. Neither Service Recipient, on the one hand, nor Service Provider, on the other hand, nor their respective Affiliates, will be liable to the other because of any proper termination of this Agreement for compensation, reimbursement or damages for the loss of prospective profits, anticipated sales or goodwill. The provisions of this Agreement that by their nature continue and survive will survive any expiration or termination, including those of Clauses 1, 5, 6, 7, 8, 9, 10, 11.3, 11.5 and 12. In the event of any termination with respect to one or more, but less than all, of the Services, this Agreement will continue in full force and effect with respect to any Services that have not been terminated.

11.4 Force Majeure. Each Party shall be excused from its obligations (other than the payment of money) hereunder while and to the extent that its performance of such obligations is prevented by fire, drought, explosion, flood, invasion, rebellion, earthquake, civil commotion, pandemic, governmental or military authority, act of God, mechanical failure, default of third parties or any other event or casualty beyond the reasonable control of such Party (other than strikes and labour disturbances), whether similar or dissimilar to those enumerated in this Clause 11.4. In the event of any such casualty that excuses Service Provider from the performance of obligations hereunder, Service Recipient shall be responsible for making

its own alternate arrangements with respect to the Services provided to it which were interrupted and shall not be responsible for payment to Service Provider for any interrupted services.

11.5 Data Transmission; Etc. During the term of this Agreement and following the expiration of the term of Service set forth on Exhibit A-1 or Exhibit A-2, as applicable, or following any termination of this Agreement, Service Provider shall cooperate in good faith with Service Recipient and use commercially reasonable efforts, at Service Provider's reasonable and customary rates for similar services, to transfer records requested by Service Recipient and take all other actions reasonably requested by Service Recipient to enable Service Recipient to make alternative arrangements for the provision of services substantially consistent with the Services provided pursuant to this Agreement. Notwithstanding the foregoing, Service Provider shall not charge Service Recipient for any transfer of the assets under the Procurement Agency Agreement.

CLAUSE 12 GENERAL.

12.1 Notices. All notices, demands or other communications required or permitted to be given or made hereunder shall be made and delivered as set forth in Clause 9.14 of the SPA.

12.2 Governing Law and Jurisdiction.

(a) This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

(b) Each Party agrees that any dispute arising out of or in connection with this Agreement or any document or transaction in connection with this Agreement (including any dispute or claim relating to any non-contractual obligations arising out of or in connection with this Agreement) shall be referred to and finally resolved by arbitration in Singapore to the exclusion of the ordinary courts, in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference in this Clause 12.2(b). The place of arbitration shall be in Singapore and the language of the arbitration shall be English. The arbitration tribunal shall consist of one arbitrator to be appointed by the President of the Court of Arbitration for the time being of the SIAC. The arbitral award made and granted by the arbitrators shall be final, binding and incontestable, may be enforced by the Parties against the assets of the other Party wherever those assets are located or may be found and may be used as a basis for judgement thereon in Singapore or elsewhere.

12.3 Assignment and Novation. Except as set forth in Clause 2.2, this Agreement may not be assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement to an Affiliate, or to an acquirer or successor in interest in connection with a Change of Control of such Party without the prior written consent of the other Party, provided that such Party provides the other Party with written notice of any such assignment. "Change of Control" means the closing of (a) a merger, consolidation or similar transaction providing for the acquisition of the direct or indirect ownership of more than fifty percent (50%) of a Party's shares or similar equity interests or voting power of the outstanding voting securities or that represents the power to direct the management and policies of such Party, or (b) the sale of all or substantially all of a Party's assets. Neither this Agreement nor the rights, duties and obligations of either Party under this Agreement may be novated, delegated or otherwise transferred by a Party, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably conditioned, withheld or delayed. Subject to the preceding sentences, this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

12.4 Entire Agreement. This Agreement, including the Exhibits hereto, the SPA, including the schedules and exhibits thereto, specifically referred to herein or delivered pursuant hereto, and the Bilateral Development Services Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. In the event and to the extent that there is a conflict between the provisions of this Agreement and the provisions of the SPA or the Bilateral Development Services Agreement as it relates solely to the Services hereunder, the provisions of this Agreement shall prevail.

12.5 Amendments. This Agreement may be amended, modified or waived only by a written agreement signed by the Parties.

12.6 Waiver. Any waiver of any of the terms or conditions of this Agreement must be in writing and must be duly executed by or on behalf of the Party to be charged with such waiver. The failure of a Party to exercise any of its rights hereunder or to require performance by the other Party to any term or condition hereof on any one occasion or to claim a breach of any term in this Agreement shall not be deemed to be a waiver of such or any other rights or remedies available to it. Further, no waiver of any of the terms and conditions of this Agreement shall be deemed to or shall constitute a waiver of any other term or condition hereof (whether or not similar).

12.7 Power and Authority. Each Party hereby represents and warrants to the other Party that it has full power and authority to enter into this Agreement and to grant the rights and licenses set forth herein and has not executed, and will not execute, any agreement or other instrument in conflict herewith.

12.8 Specific Performance. The Parties agree that irreparable harm would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to injunctive relief and/or specific performance (as appropriate) to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in addition to any other remedy to which they are entitled at law or in equity.

12.9 Severability. If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

12.10 Construction. The Clause and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made to a Clause or Exhibit, the reference is to a Clause or Exhibit of or to this Agreement unless otherwise indicated. For all purposes under this Agreement, (a) definitions of terms shall apply equally to the singular and plural forms of the terms defined, (b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms, (c) the terms "include", "includes" and "including" shall be deemed followed by the words "without limitation", (d) the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and (e) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and shall not simply mean "if". The symbol "\$" or the term "U.S. dollars" means lawful money of the United States of America. As the Parties have participated in the drafting of this Agreement, the Parties agree that any applicable rule requiring the construction of this Agreement or any provision hereof against the Party drafting this Agreement shall not apply.

12.11 Relationship. Nothing in this Agreement will be deemed or construed as creating a joint venture or partnership between the Parties hereto for the purposes of the law of partnership, any relevant income tax legislation or any other law or enactment. Neither Party is by virtue of this Agreement authorised as an agent, employee or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors.

12.12 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together and when delivered to the Parties by facsimile or by electronic mail in "portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute one and the same instrument. Either Party may enter into this Agreement by executing any such counterpart manually or electronically (such as Adobe Sign or DocuSign) and deliver the executed counterpart by facsimile or electronic means to the other Party. The receiving Party may rely on the receipt of such document so executed and delivered as if the original had been received. Such electronic signatures shall be recognised and construed as secure electronic signatures pursuant to the Electronic Transactions Act 2010 of Singapore and that the Parties accordingly shall deem such signatures to be original and binding signatures for all intents and purposes. The Parties agree that this Agreement, if executed in accordance with this Clause 12.12, shall be deemed to be valid, accurate and authentic, and given the same effect as, a written and signed agreement between or amongst the Parties in hard copy.

12.13 No Third Party Beneficiary Rights. Save as expressly provided in this Agreement, no provision of this Agreement is enforceable by virtue of the Contracts (Rights of Third Parties) Act 2001 of Singapore by any person who is not a Party to this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Transitional Services Agreement to be executed as of the date stated at the beginning by their duly authorised representatives.

Lumetech Pte. Ltd.

By: /s/ Zhou Bin
Name: Zhou Bin
Title: Director

Maxeon Solar Pte. Ltd.

By: /s/ Dmitri Hu
Name: Dmitri Hu
Title: Chief Financial Officer

EXHIBIT A-1

PURCHASER SERVICES

The aggregate amount for Purchaser Services set out in in this Exhibit A-1 as of the date of this Agreement is estimated to be \$. Notwithstanding such estimated aggregate amount, amounts payable to Purchaser (or its designated Affiliates) as Service Provider for the Purchaser Services shall be invoiced and payable in accordance with Clause 5.2 of this Agreement.

[****]



EXHIBIT A-2

VENDOR SERVICES

The aggregate amount for Vendor Services set out in in this Exhibit A-2 as of the date of this Agreement is estimated to be \$. Notwithstanding such estimated aggregate amount, amounts payable to Vendor Affiliate as Service Provider for the Vendor Services shall be invoiced and payable in accordance with Clause 5.2 of this Agreement.

[****]



[****]



[****]



[****]



BILATERAL DEVELOPMENT SERVICES AGREEMENT

This BILATERAL DEVELOPMENT SERVICES AGREEMENT (the “Agreement”) has been entered into by and between LUMETECH PTE. LTD. (“TZE”), (Company Registration No. 202338705C), a company incorporated in Singapore and having its registered office at 6 Raffles Quay, #14-02, Singapore 048580 and Maxeon Solar Pte. Ltd. (“MSPL”), a Singapore corporation. TZE and MSPL may also be referred to individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, TZE and SUNPOWER TECHNOLOGY LTD (“Maxeon”), a Cayman corporation have entered into that certain Sales and Purchase Agreement (the “SPA”), dated January 26, 2025, pursuant to which certain assets have been assigned from Maxeon to TZE. The provisions of this Agreement will come into force with effect from the date of completion of the SPA (the “Effective Date”);

WHEREAS, in accordance with the SPA, TZE and MSPL desire to by themselves or their Affiliates provide services to each other or their Affiliates to collaborate on research and development, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

Unless otherwise defined below or in this Agreement, any capitalized term used in this Agreement shall have the meaning given to it in the SPA. In this Agreement:

1.1 “Affiliate” of a Party means any entity which (directly or indirectly) is controlled by, controls or is under common control with such Party. For the purposes of this definition, the term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) as used with respect to a party means possession of the power to direct or cause the direction of the management and policies of such entity (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise). For the avoidance of doubt, for the purposes of this Agreement, TZE (and its Affiliates) and MSPL (and its Affiliates) shall not be considered or deemed to be Affiliates of each other.

1.2 “Agreement Term” has the meaning set forth in Section 9.1.

1.3 “Background IP” means any Intellectual Property that is (a) owned or controlled by a Party or any Affiliates of such Party prior to the Effective Date or (b) otherwise discovered, created, conceived of, first reduced to practice, or acquired by a Party or any Affiliates of such Party independently of this Agreement.

1.4 “Collaboration” has the meaning set forth in Section 2.1.

1.5 “Collaboration Budget” has the meaning set forth in Section 3.1.

1.6 “Confidential Information” means: (a) any confidential or proprietary information or materials included in the Background IP or the Foreground IP, (b) any information or materials that a Party discloses to the other Party in connection with this Agreement and that is designated by the disclosing Party as confidential or proprietary at the time of disclosure; or (c) any other information or materials disclosed by a Party to the other Party in connection with this Agreement that should reasonably be understood to be confidential by the receiving Party at the time of the disclosure.

1.7 “Foreground IP” means any Intellectual Property created or conceived by a Party directly in connection with the performance of the Collaboration, and during the term of, this Agreement.

1.8 “Intellectual Property” means all of the following whether arising under the Laws of the United States or of any foreign or multinational jurisdiction: (a) patents, patent applications (including patents issued thereon) and statutory invention registrations, including reissues, divisions, continuations, continuations in part, substitutions, renewals, extensions and reexaminations of any of the foregoing, and all rights in any of the foregoing provided by international treaties or conventions (“Patents”), (b) trademarks, service marks, trade names, service names, trade dress, logos and other source or business identifiers, including all goodwill associated with any of the foregoing, and any and all common law rights in and to any of the foregoing, registrations and applications for registration of any of the foregoing, all rights in and to any of the foregoing provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing, (c) Internet domain names, accounts with Facebook, LinkedIn, Twitter and similar social media platforms, registrations and related rights, (d) copyrightable works, copyrights, moral rights, mask work rights, database rights and design rights, whether or not registered, and all registrations and applications for registration of any of the foregoing, and all rights in and to any of the foregoing provided by international treaties or conventions, (e) confidential and proprietary information, including trade secrets, invention disclosures, processes and know-how, and (f) any other intellectual property rights.

1.9 “Listed Competitor” shall mean the companies and their Affiliates in the Exhibit A.

1.10 “Management Committee” has the meaning set forth in Section 4.1.

1.11 “MAX 7 Technology” or “MAX7” means interdigitated or all back contact solar cell technology that utilizes a “Hybrid 3” solar cell architecture. The “Hybrid 3” solar cell architecture utilizes a first emitter formed by a polysilicon tunnel oxide contact on a wafer and a second emitter formed by a diffusion region in the surface of the wafer. Examples of this technology are described in U.S. Patent Nos. 9,312,406 and 10,629,758.

1.12 “MAX 8 Technology” or “MAX8” means next-generation interdigitated or all back contact solar cell technology that utilizes a “Poly-in-the-Dot” solar cell architecture and “Direct Aluminum Metallization” solar cells. The “Poly-in-the-Dot” solar cell architecture utilizes a

combination of p and n polysilicon tunnel oxide contacts, where the p and n contacts are separated by a trench, and the trench surrounds one of the p and n contacts. An example of this technology is described in U.S. Patent No. 12,074,234. "Direct Aluminum Metallization" solar cells utilize aluminum applied as an electrical contact directly to the silicon substrate or contacts without the use of a solder or seed layer. Examples of this technology are described in U.S. Patent Nos. 11,362,220 and 10,923,616.

2. SCOPE OF COLLABORATION

2.1 Scope. Both Parties intend to utilize their respective assets and human resources in the Republic of the Philippines and the United States of America to further the development of MAX8 Technology ("Collaboration"). The Parties agree to both invest on the development of MAX8 Technology during the Term in accordance with this Agreement either by themselves or their Affiliates.

2.2 MSPL Resource Plan. MSPL shall be responsible for labor costs incurred in the United States, and 50% of the expenses for the operation cost of research and development in each of the United States of America and the Republic of the Philippines.

2.3 TZE Resource Plan. TZE shall be responsible for making assets available for use to further the Collaboration in the Republic of the Philippines, labor costs incurred in the Republic of the Philippines, and 50% of the expenses for the operation cost of research and development in each the United States of America and the Republic of the Philippines.

2.4 TZE Personnel Involvement in R&D Operations. TZE shall have the right, at its sole discretion and expense, to appoint personnel(s) to participate in the research and development activities of the Collaboration. MSPL shall ensure that the personnel assigned by TZE are involved in any aspects of the operations as required by TZE or the above appointee(s) and shall grant them access to all information, data, document, and other material in relation to the Collaboration (including but not limited to those created under Section 2.5), provided any disclosure by MSPL is permissible under applicable export control regulations, confidentiality obligations, and personal data privacy regulations. If any disclosure is impermissible due to any reason, MSPL shall notify TZE the reason promptly and discuss on alternative solution if TZE so requires.

2.5 Process Management. Both Parties shall ensure that all research and development activities conducted within the scope of this Collaboration are managed, documented, and maintained in adherence to the prevailing industry-leading standards. To this end, the Parties shall implement and maintain appropriate measures to ensure effective and timely management, documentation, and maintenance of the following:

- (a) **Project Approval**: Procedures and criteria for the approval of projects shall be clearly defined and adhered to;
- (b) **Development of Process Methodologies**: All methodologies employed in the development processes shall be controlled and documented to ensure consistency and compliance with agreed standards.

- (c) **Control of Process Parameters:** Parameters involved in all processes shall be rigorously controlled and monitored to ensure optimal performance and compliance with technical specifications.
- (d) **Design and Schematics of Equipment:** All equipment designs and related schematics shall be documented, maintained and updated in accordance with industry standards and technological advancements.
- (e) **Product Performance Testing:** Testing of product performance shall include, but not be limited to, both internal and third-party (e.g. PVEL and NREL) testing and shall be timely conducted. All testing procedures and results shall be thoroughly documented and reviewed.
- (f) **Material Performance Selection and Usage:** The selection and application methods of materials used in the Collaboration shall be based on their performance characteristics and suitability for the intended purposes, documented, and reviewed periodically.

3. COLLABORATION COSTS

3.1 **Collaboration Budget.** The Collaboration shall be conducted in accordance with the Collaboration Budget set forth by the Management Committee (“Collaboration Budget”). The Collaboration Budget shall reflect all Collaboration costs related to MAX8, as well as any other projects jointly agreed in writing by the Parties. The annual Collaboration Budget shall be determined by the Management Committee within the authorization of TZE and MSPL, and shall be subject to the final approval through each Party’s internal approval process. Any modification to the Collaboration Budget shall be effective only if approved by the Management Committee or the Parties. If the Collaboration costs is or is expected to exceed the Collaboration Budget, the Management Committee shall discuss to make a decision on the solution and seek the approval of the management of the Parties regarding such solution within 30 days from the commencement of discussion, and if the decision cannot be made or the approval cannot be obtained within the period, either Party shall have the right to unilaterally terminate this Agreement.

3.2 **Cost-Sharing and Reimbursement.** The Parties agree to equally bear the expenses for the operation cost of research and development for the Collaboration as agreed in the Collaboration Budget or on written consent of the other Party. On an annual basis, the Parties shall settle the operation cost of research and development for the Collaboration by exchanging cost statements and calculating the difference, during which the Party with the higher net cost after offsetting shall bill the other Party for 50% of the difference. For the operation cost of research and development, TZE agrees to contribute US\$5,300,000 and MSPL agrees to contribute US\$2,700,000 at the beginning of the Collaboration as a prepayment for the first year of the Collaboration (“Prepayment”), which will be subject to the said annual settlement, and the amount and terms of the payment regarding the rest of the Agreement Term will be subject to the discussion of both Parties. The Prepayment shall be made within 30 days following the Effective Date. The cost sharing and reimbursement is subject to the terms below.

- (a) Actual payments of the Prepayment will be the net amount, whereby each party offsets its payable amount against the receivable amount, with the net balance, if any, to be paid or received.
- (b) Each party may elect to make or receive payments under this Agreement through its respective Affiliates. Such payments by or to Affiliates shall be deemed as payments made or received by the party itself for all purposes of this Agreement.
- (c) As of December 30, 2025, and as of December 30 of any subsequent years, the actual costs incurred by each party during the term of this Agreement shall be reviewed and reconciled. Invoices will be issued for such 50% actual costs (excluding labour cost) incurred by each party plus an arm's-length percentage mark-up. Any differences between the invoiced amounts and the Prepayment will be adjusted, with the owing party making the necessary payment to settle any outstanding balance.
- (d) The payment terms for this Collaboration shall be reviewed and determined by the Management Committee after December 30, 2025, and after December 30 of any subsequent years. Any updates or modifications to the payment structure shall be documented in writing and approved by the Management Committee subject to Section 4.

4. JOINT MANAGEMENT COMMITTEE

4.1 Establishment; Responsibilities. Within 30 days after the Effective Date, the Parties will establish a joint, co-chaired joint management committee ("Management Committee") that will be responsible for the overall strategic alignment and direction with respect to the Collaboration, including the following.

- (a) Coordinating and facilitating the performance of the Collaboration.
- (b) Facilitating the identification, protection and management of Intellectual Property created pursuant to the Collaboration.
- (c) Deciding the Collaboration Budget.
- (d) Administering and managing the Collaboration in accordance with the Collaboration Budget.
- (e) Performing such other responsibilities as may be required of the Management Committee pursuant to this Agreement.
- (f) Performing such other responsibilities as may be agreed upon by the Parties.
- (g) Set milestones for any projects under the Collaboration on a quarterly basis.

4.2 Composition. The Management Committee will have two co-chairpersons, with

TZE appointing one chairperson and MSPL appointing the other chairperson. TZE and MSPL will each appoint one additional person to serve on the Management Committee. MSPL and TZE, as applicable, may remove and, if desired, replace any of its respective appointees at any time and for any reason. Each Party will ensure that its representatives on the Management Committee have the appropriate expertise and seniority for the then-current stage of development of MAX8 Technology and will have sufficient authority to act on behalf of such Party with respect to matters within the purview of the Management Committee.

4.3 Meetings. The Management Committee will hold meetings at such times as the Management Committee chairpersons mutually agree in good faith. Meetings of the Management Committee will be deemed duly convened and held if at least one representative of each Party is present. The Management Committee may meet (a) either in person at such locations as the Management Committee mutually agrees or (b) by audio or video teleconference. Any member of the Management Committee attending via telephone or teleconference will have all rights to participate fully and vote. The Management Committee may elect to invite any functional representatives of the Parties (e.g., product, engineering, commercial or finance) to any meeting at which the Management Committee plans to discuss matters relating to the expertise of such functional representative(s), provided that such functional representatives will not be entitled to vote at such meeting and will be bound by the confidentiality obligations set forth in Section 8.

4.4 Decision-Making Authority. The members of the Management Committee will each be entitled to cast one vote on any matter to be acted upon at a meeting held in accordance with Section 4.3. Except as otherwise provided in this Agreement, any decision or action required or permitted to be made or taken by the Management Committee will only be made or taken upon unanimous agreement of the members of the Management Committee in attendance at a duly convened meeting.

5. INTELLECTUAL PROPERTY

5.1 No Transfer of Background IP. Subject to the licenses granted pursuant to this Agreement, each Party retains all right, title and interest in its Background IP.

5.2 Licenses to Background IP.

(a) Cross License. Subject to the terms and conditions of this Agreement, for the duration of the Agreement Term, MSPL hereby grants to TZE, and TZE hereby grants to MSPL, a non-exclusive, irrevocable, non-transferable, non-sublicenseable, royalty-free, worldwide license to exploit each Party's Background IP solely for the purpose of furthering the Collaboration. For the avoidance of doubt, this Cross License does not authorize the commercialization of any Background IP.

5.3 Foreground IP.

(a) Ownership. To the extent any Foreground IP is created or conceived in connection with the Collaboration by either Party, such Foreground IP shall be jointly owned by both Parties in equal shares, unless otherwise

agreed in writing.

- (b) MSPL shall have the following rights with respect to the Foreground IP:
 - (i) MSPL shall have the right, at MSPL's sole discretion, to use the Foreground IP globally, provided any such authorization of use of the Foreground IP shall be limited to the purposes of making components and products globally and using or selling products only within the territory of United States of America; (ii) MSPL may license the Foreground IP to a third party, excluding any Listed Competitor, on a non-exclusive basis, provided any such license of the Foreground IP shall be limited to the purposes of making components and products globally (except for People's Republic of China) and using or selling products only within the territory of United States of America; and (iii) MSPL may assign its share of ownership in the Foreground IP solely for the purpose of fulfilling its obligation under the existing security agreements. Nevertheless, to the extent MSPL intends to license or assign any of the Foreground IP to a Listed Competitor, then MSPL shall obtain prior written consent from TZE, which TZE shall not unreasonably withhold.
- (c) TZE shall have the following rights with respect to the Foreground IP: (i) TZE shall have the right, at TZE's sole discretion, to use the Foreground IP outside the territory of United States of America for its own business purposes; (ii) TZE may license the Foreground IP, at TZE's sole discretion, to any third party, provided that any such license of the Foreground IP shall be limited to the purposes of making, using, and/or selling components and products outside the territory of United States of America; and (iii) TZE may assign, at TZE's sole discretion, its share of ownership in the Foreground IP to any of its Affiliates.
- (d) Unless otherwise agreed in Clause 5.3(b) and 5.3(c), any utilization of the Foreground IP, including any license, assignment, enforcement or other types of exploitation of the Foreground IP shall be subject to mutual written consent by both Parties.
- (e) Except for the internal use of both Parties and their Affiliates and assignment by either Parties of their own interests pursuant to Sections 5.3(b) and 5.3(c), respectively, all income generated from any license or assignment or other utilization of the Foreground IP shall be distributed to TZE and MSPL on 5:5 basis and further details shall be discussed by both Parties.

5.4 Prohibition on the IP Rights. Both Parties agree to collaborate with any third party interested in utilizing the Target Assets described in the SPA ("Target Assets") and the Foreground IP to manufacture MAX7 & MAX8 Technology products or similar products. The Parties will jointly seek to establish reasonable and sustainable arrangements with such third parties, including joint ventures, intellectual property licensing of the Foreground IP, or global distribution agreements.

Without the prior written consent of MSPL, TZE shall not:

(i) grant access to, or sell to any third party, any patent, trademark, trade secret, controlled document, Background IP, or other intellectual property rights owned by MSPL, including any tools or processes derived from such intellectual property and included in the Target Assets; and/or

(ii) grant any third party access to any employee who possesses relevant knowledge related to such intellectual property, such as a former employee of the MSPL or its Affiliates who may have manufacturing trade secrets and confidentiality obligations to the MSPL or its Affiliates.

6. PATENT PROSECUTION

6.1 Mutual Responsibilities and Rights. Each Party has an obligation to use commercially reasonable efforts to identify any Foreground IP developed under or resulting from the Collaboration. Upon the identification of such Foreground IP by a Party, such Party shall disclose the Foreground IP to the Management Committee, unless such disclosure would violate applicable law, including applicable export control laws. To the extent that either Party reasonably determines that disclosure of such Foreground IP to the Management Committee would violate applicable law, each Party shall have the discretion and consent of the other Party to immediately take such actions as are necessary to obtain required governmental or other approvals to disclose such Foreground IP to the Management Committee and protect the Intellectual Property rights in the Foreground IP, which may include filing a patent application, without the approval of the Management Committee and both Parties may agree on other alternative mechanism dealing with such violation. The disclosures to the Management Committee required by this section shall be made promptly once all such required approvals have been obtained. To the extent that any Patent is filed by a Party pursuant to this Section 6.1, the filing Party agrees to and hereby does assign to the other Party, and the other Party hereby accepts, all right, title and interest in and to such Patent, and the other Party shall reimburse the Party for any fees or costs associated with preparing and filing such Patent.

6.2 MSPL Responsibilities. As between the Parties, MSPL has the first right and primary responsibility for preparing, filing, prosecuting and maintaining patent claims of appropriate scope for the Foreground IP, for the mutual benefit of the Parties. Each Party can engage patent counsel, reasonably acceptable by the other Party, to prepare, file, prosecute, and maintain the Patents related to the Foreground IP, and within 30 days of the Effective Date, MSPL shall provide TZE written notice of the name of MSPL's patent counsel. MSPL shall inform TZE of any transfer of Patents related to the Foreground IP to other counsel. Both Parties shall share all costs associated with the preparation, filing, perfection and maintenance of the Patents related to the Foreground IP in accordance with Section 2.2 and Section 2.3. With regard to the Foreground IP that is or should be protected, MSPL shall, or shall instruct its patent counsel to, provide TZE with access to: (a) copies of all applications, amendments, claims, petitions, notices or other filings made or proposed to be made with the appropriate governmental authority; (b) copies of all documents and correspondence relating to such Foreground IP received from the governmental authority through which such protection is sought promptly after receipt; (c) copies of all documents and correspondence relating to such Foreground IP prior to the filing of

such documents with the governmental authority through which such protection is sought; and (d) other necessary documents requested by TZE. All documents, materials, and/or information required by the preceding sentence to be made accessible to TZE shall be made accessible promptly following receipt by MSPL or its counsel. MSPL shall give due consideration to any comments, revisions, modifications, changes, additions or deletions reasonably requested by TZE and shall not unreasonably reject the same.

6.3 Consultation Period. For a period of 24 months after Termination of this Agreement, the Parties shall consult with one another on any invention or other achievements conceived or reduced to practice during the Agreement Term to ensure all Foreground IP is properly documented and, if suitable, corresponding patent applications are filed, where both Parties shall enjoy the same rights, interest and income generated therefrom as in this Agreement. Upon request from a Party, the other Party shall provide documentary evidence of conception or reduction to practice of an invention or other achievements and the date of such conception or reduction to practice. During a period of 3 months after Termination of this Agreement, if either Party files any patent application which relates to MAX7 and/or MAX8 and based on any Foreground IP, such patent application and the patent obtained thereafter (if any) shall be deemed as a part of the Foreground IP and thus both Parties shall enjoy the same rights, interest and income generated therefrom as in this Agreement. Any Foreground IP that is reasonably evidenced to have been conceived during the Agreement Term, but not reduced to practice until after the Termination, shall nonetheless be considered Foreground IP under this Agreement.

7. PATENT ENFORCEMENT

7.1 Notice of Infringement. If either Party becomes aware of any (a) actual or suspected infringement, anywhere in the world, of a Patent related to the Foreground IP by a third party; or (b) allegations from a third party alleging the invalidity, unenforceability or non-infringement of a Patent related to the Foreground IP, such Party shall promptly notify the other Party in writing to that effect, and include in the notice any such evidence of infringement possessed by that Party. Upon such notice and before proceeding with any action (e.g., cease and desist notice), the Parties shall consult with each other, in good faith, regarding whether to enforce such Patent rights, an appropriate approach for such enforcement, an allocation of costs for such enforcement effort, and allocation of proceeds that may result from such enforcement effort. The Parties shall jointly enforce the Patent related to the Foreground IP unless mutually agreed otherwise.

8. CONFIDENTIALITY

8.1 Confidentiality. The Party receives any Confidential Information ("Receiving Party") of the other Party, or its Affiliates, ("Disclosing Party") shall keep all such Confidential Information in Receiving Party's possession or reasonable control confidential and shall not disclose any such Confidential Information to any third party without the prior written consent of the Disclosing Party, other than the Receiving Party's representatives who have a business need-to-know such Confidential Information. The Receiving Party shall exercise at least the same degree of care to safeguard the confidentiality of the Disclosing Party's Confidential Information as it does to safeguard its own proprietary or confidential information of equal

importance, but not less than a reasonable degree of care. The Receiving Party shall ensure, by instruction, contract, or otherwise with its representatives that such representatives comply with the provisions of this Section 8.1. The Receiving Party shall promptly notify the Disclosing Party in the event that the Receiving Party learns of any unauthorized use or disclosure of such Confidential Information by it or its representatives, and shall promptly take all actions necessary to correct and prevent such use or disclosure.

8.2 Exclusions. The confidentiality obligations in Section 8.1 shall not apply to any Confidential Information which: (a) is or becomes generally available to and known by the public (other than as a result of a non-permitted disclosure or other wrongful act directly or indirectly by the Receiving Party); (b) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that the Receiving Party has no knowledge that such source was at the time of disclosure to the Receiving Party bound by a confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party which was breached by the disclosure; (c) has been or is hereafter independently acquired or developed by the Receiving Party without reference to such Confidential Information and without otherwise violating any confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party; (d) was in the possession of the Receiving Party at the time of disclosure by the Disclosing Party without restriction as to confidentiality; or (e) is requested or required to be disclosed to a regulatory authority, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such request or demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to an appropriate remedy to preserve the confidentiality of the Confidential Information.

9. TERM AND TERMINATION

9.1 Agreement Term. This Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 9.2 ("Agreement Term").

9.2 Termination of Agreement Term. The Agreement Term shall last two (2) years from the Effective Date. The Agreement shall automatically renew for subsequent one (1) year terms, unless either Party provides prior written notice of non-renewal prior to the start of the renewal term. At any time, the Agreement Term may be extended or terminated upon the Parties' mutual written agreement, or be terminated upon either Party's written notice in pursuant to Section 3.1.

9.3 Survival. Sections 3.2, 4.3, 5, 6, 8, 9.3, 11, and 12 shall survive the termination of the Agreement Term.

10. REPRESENTATIONS AND WARRANTIES

10.1 Each Party represents and warrants to the other Party that:

(a) Corporate Existence and Power. It has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its formation and has full corporate power and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted and as contemplated by this Agreement.

(b) Authorization and Enforceability. The execution and delivery of this Agreement by it and the carrying out by it of the transactions contemplated hereby have been duly authorized by all requisite corporate action, and this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms of this Agreement, subject, as to enforceability of remedies, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity.

(c) No Conflict. It is not a party to any agreement or commitment, including applicable privacy policies, that would prevent it from granting the rights granted or intended to be granted to the other Party under this Agreement or performing its obligations under this Agreement.

11. INDEMNIFICATION

11.1 Indemnification by MSPL. MSPL shall fully indemnify and hold harmless TZE and its Affiliates and their respective directors, officers, employees and agents (the "TZE Indemnified Parties") from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) and expenses (collectively, "Damages") incurred by any such TZE Indemnified Party based on any third party claim arising out of or relating to (a) MSPL's breach of this Agreement, or (b) the gross negligence or willful misconduct of any of the MSPL Indemnified Parties (as defined in Section 11.2), except to the extent directly or indirectly caused by any act or omission of TZE Indemnified Parties.

11.2 Indemnification by TZE. TZE shall fully indemnify and hold harmless MSPL and its Affiliates and their respective directors, officers, employees and agents (the "MSPL Indemnified Parties") from and against any and all Damages incurred by any such TZE Indemnified Party based on any third party claim arising out of or relating to (a) TZE's breach of this Agreement, or (b) the gross negligence or willful misconduct of any of the TZE Indemnified Parties, except to the extent directly or indirectly caused by any act or omission of MSPL Indemnified Parties.

11.3 Indemnity Procedures. Any indemnified Party submitting an indemnity claim under Section 11.1 or 11.2, as applicable ("Indemnified Party"), shall: (a) promptly notify the indemnifying Party under Section 11.1 or 11.2, as applicable ("Indemnifying Party"), of such claim in writing and furnish the Indemnifying Party with a copy of each communication, notice or other action relating to the event for which indemnity is sought; provided that no failure to provide such notice pursuant to this Section shall relieve the Indemnifying Party of its indemnification obligations, except to the extent such failure materially prejudices the Indemnifying Party's ability to defend or settle the claim; (b) give the Indemnifying Party the authority, information and assistance necessary to defend or settle such suit or proceeding in such a manner as the Indemnifying Party shall determine; and (c) give the Indemnifying Party sole control of the defense (including the right to select counsel, at the Indemnifying Party's expense) and the sole right to compromise and settle such suit or proceeding; provided that, in the case of Sections (b) or (c), the Indemnifying Party shall not, without the written consent of

the Indemnified Party, compromise or settle any suit or proceeding unless such compromise or settlement (i) is solely for monetary damages (for which the Indemnifying Party shall be responsible), (ii) does not impose injunctive or other equitable relief against the Indemnified Party and (iii) includes an unconditional release of the Indemnified Party from all liability on claims that are the subject matter of such proceeding. Notwithstanding anything in this Section 11.3, with respect to any claim covered by Section 11.1 or 11.2, as applicable, the Indemnified Party (in its capacity as such) may participate in the defense at its own expense.

11.4 Consequential Damages. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT, EXCEPT IN CONNECTION WITH A BREACH OF SECTION 11, IT BEING UNDERSTOOD THAT A PARTY'S BREACH OF ITS INDEMNITY OBLIGATIONS HEREUNDER SHALL BE DIRECT DAMAGES REGARDLESS OF WHETHER THE DAMAGES CLAIM FOR WHICH INDEMNITY IS SOUGHT IS CHARACTERIZED AS SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL.

12. MISCELLANEOUS

12.1 Substance. This Agreement will not be interpreted or construed to create an association, joint venture, or partnership between the Parties.

12.2 Tax. Each party is responsible for bearing and paying any taxes incurred on their own in connection with the matters hereunder. In the event applicable law does not specify the party liable to bear applicable taxes payable, both Parties shall bear such taxes equally. All payments due under this Agreement shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant government authority.

12.3 Governing Law. This Agreement shall be governed by the laws of Singapore, without regard to rules of conflicts of laws.

12.4 Dispute Resolution. The Parties shall seek to settle any dispute, controversy or claim arising from or in connection with this Agreement or the transaction documents through good faith negotiation. If within thirty (30) days after one Party notifies the other Party of any dispute in writing, the Parties fail to resolve such dispute through good faith negotiation, such dispute shall be settled through arbitration by the Singapore International Arbitration Centre (SIAC) under its latest version of rules of arbitration in force when the arbitration is initiated. The arbitration award shall be final and binding on the Parties. The place of arbitration shall be Singapore. The arbitration proceedings shall be conducted in English by a panel of three arbitrators who are fluent in the English language. Each party will have the authority to nominate one arbitrator in accordance with SIAC rules. Following confirmation of the two party-nominated arbitrators, they shall select a third neutral arbitrator to serve as the presiding arbitrator in accordance with SIAC rules.

12.5 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign

this Agreement to an *Affiliate*, or to an acquirer or successor in interest in connection with a Change of Control of such Party without the prior written consent of the other Party, provided that such Party provides the other Party with written notice of any such assignment. "Change of Control" means the closing of (a) a merger, consolidation or similar transaction providing for the acquisition of the direct or indirect ownership of more than fifty percent (50%) of a Party's shares or similar equity interests or voting power of the outstanding voting securities or that represents the power to direct the management and policies of such Party, or (b) the sale of all or substantially all of a Party's assets.

12.6 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile, PDF or other electronic transmission), all of which will be considered one and the same agreement.

[Signature page follows]

Exhibit A
Listed Competitor

[*****]

[*****]

ASSET TRANSFER AGREEMENT

THIS AGREEMENT is made on the 31 day of March 2025

AMONGST:

- (1) **MAXEON SOLAR PTE. LTD.** (Company Registration No. 202010491K), a company incorporated under the laws of Singapore and having its registered office at 51 Bras Basah Road, #07-01, Lazada One Building, Singapore 189554 ("**MSPL**");
- (2) **MAXEON AMERICAS, INC.** (Company Registration No. 5687486), a company incorporated under the laws of the State of Delaware, USA and having its registered office at One North Market St., Suite 200, San Jose, CA 95113, USA ("**MAUS**");
- (3) **MAXEON SOLAR TECHNOLOGIES, LTD.** (Company Registration No. 201934268H), a company incorporated under the laws of Singapore and having its registered office at 8 Marina Boulevard, #05-02, Marina Bay Financial Center, Singapore 018981 ("**MSTL**");
- (4) **SUNPOWER SYSTEMS SARL** (Company Registration No. CHE 112 357 739), a company incorporated under the laws of Switzerland and having its registered office at 14 Route de Pré Bois, 1216 Cointrin, Switzerland ("**SPSW**" and together with MSPL, MAUS, and MSTL, the "**Transferors**" and each a "**Transferor**");
- (5) **SUNPOWER CORPORATION AUSTRALIA PTY LIMITED** (Australian Company Registration No. ACN 009 066 380), a company incorporated under the laws of Australia and having its registered office at Suite 207/28 Riddell Parade, Elsternwick, Victoria, Australia 3185 ("**SPAU**");
- (6) **SUNPOWER ENERGY SOLUTIONS FRANCE SAS** (Company Registration No. 344584818), a company incorporated under the laws of France and having its registered office at Parc D'Activite -12/14 Allee Du Levant Parc d'Activité, 69890 La Tour-De-Salvagny, France ("**SPTN**");
- (7) **MAXEON SOLAR PRODUCTS MEXICO S.DE R.L. DE C.V.** (Company Registration No. (Federal Tax ID) MSP200710S25), a company incorporated under the laws of Mexico and having its registered office at C/O SunPower Corporation Mexico, Blvd. Lázaro Cárdenas No. 3101, Cambridge Industrial Park, Baja California, Mexicali, MX, Mexico ("**SPMX**" and together with SPAU and SPTN, the "**Transferees**" and each a "**Transferee**");
- (8) **LUMETECH B.V.** (Company Registration No. 92031412), a company incorporated under the laws of the Netherlands, with its corporate seat in Amsterdam, the Netherlands and its place of business at Rhijnspoorplein 10, 1018 TX Amsterdam, the Netherlands ("**Lumetech**"); and
- (9) **TCL SUNPOWER INTERNATIONAL PTE. LTD.** (Company Registration No. 202338490W), a company incorporated under the laws of Singapore and having its registered office at 6 Raffles Quay, #14-02, Singapore 048580 ("**TCL Sunpower**" and together with Lumetech, the "**Purchasers**"),

(collectively, the "**Parties**" and each, a "**Party**").

WHEREAS:

- (A) MSTL, which shares are listed and quoted on the NASDAQ Global Select Market, is the ultimate parent company of the other Transferors and of the Transferees.
 - (B) MSTL will be entering into a sale and purchase agreement ("**SPA**") with the Purchasers, pursuant to which the Purchasers will acquire, *inter alia*, the entire issued and paid-up capital of the Transferees ("**Proposed Sale**").
-

- (C) The Transferors are, as applicable, the legal and beneficial owners of (i) the relevant assets and inventories described in Schedule 2 (together, the "**Relevant Assets**"), (ii) the contracts entered into by the relevant Transferor in Schedule 3 (the "**Relevant Contracts**"), and (iii) the accounts payable and other debts and amounts owing by the relevant Transferor as specified in the general ledger balance in Schedule 4 (the "**Relevant Liabilities**") and together with the Relevant Assets and the Relevant Contracts, the "**Transferred Items**").
- (D) In addition, product warranties have been granted by MSPL and SPSW in respect of certain of the Transferred Items distributed outside of the United States, namely the product warranties granted in respect of SunPower-branded and, if the case might be, Maxeon-branded photovoltaic panel modules, Reserve home energy storage system and Drive charger products (the "**Warranties**").
- (E) In connection with the Proposed Sale:
- (a) the Transferors have agreed to sell, assign and transfer, and the Transferees have agreed to purchase, acquire and assume, the Transferred Items with effect from the Effective Date (as hereinafter defined), in the manner and on the terms set out in this Agreement;
- (b) in connection with the foregoing sale, assignment and transfer of the Transferred Items, the Transferees have agreed to discharge in full all the obligations imposed upon the Transferors in the Warranties, including but without limitation servicing the warranty holders ("**Warranty Holders**" and each a "**Warranty Holder**") pursuant to the terms of the Warranties and be fully responsible for any warranty claims arising from or relating to the Warranties by the Warranty Holders ("**Warranty Claims**" and each a "**Warranty Claim**") with effect from the Completion Date (as hereinafter defined), in the manner and on the terms set out in this Agreement; and
- (c) SPTN agrees to indemnify MSTL and/or SPSW for any payment made and fees and/or expense incurred by MSTL and/or SPSW in relation to a settlement agreement dated 21 November 2024 entered into between MSTL, SPSW, SPTN and DHL Global Forwarding (France) SAS ("**Settlement Agreement**"), with effect from the earlier of the Completion Date or 31 March 2025, and in the manner and on the terms set out in this Agreement.

NOW, THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree that:

1. SALE AND PURCHASE OF TRANSFERRED ITEMS

- 1.1 Subject to compliance with all applicable laws and regulations, the Transferors agree to transfer, assign, novate or otherwise dispose of its right, title and interest in:
- (a) the applicable Relevant Contracts and the Relevant Assets; and
- (b) the applicable Relevant Liabilities,
- to the Transferees in the manner set out in Schedule 1 as at the Effective Date (as hereinafter defined).
- 1.2 The Relevant Assets shall be transferred by the Transferors to the Transferees free from any and all claim, equity, security interest (including any mortgage, charge, pledge, lien, hypothecation or power of sale), right to restrict dealings (including any trust or reservation of title) or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing ("**Encumbrances**"), together with all rights and advantages attached to the Relevant Assets.

- 1.3 Subject to compliance with all applicable laws and regulations, title and risk in respect of the Transferred Items being sold and purchased hereunder shall pass to the relevant Transferee on the Effective Date ("**Effective Date**"), with such Effective Date in respect of each category of the Transferred Items shall be as follows:
- (a) in the case of any Relevant Contracts which require consent from third parties in order to novate such Relevant Contracts, the later of (i) the Completion Date, and (ii) such date falling three (3) Business Days after the date of receipt of such consent in respect of the novation of the applicable Relevant Contract;
 - (b) in the case of the Relevant Assets marked as "IT Assets" in Schedule 2, 31 December 2024;
 - (c) in the case of (i) any other Relevant Contracts which do not require consent from third parties in order to novate such Relevant Contracts, (ii) any other Relevant Assets which are not marked as "IT Assets" in Schedule 2 and (iii) the Relevant Liabilities, the Completion Date.
- 1.4 In the event that within a period of 12 months commencing on the Completion Date, the Transferors or the Transferees become aware of any Transferred Items and any associated liability has not been transferred in accordance with the novation agreement to be entered into in respect of the Relevant Contracts to be novated ("**Novation Agreement**") or this Agreement, the Parties shall use commercially reasonable efforts to enable the Transferees to receive rights, benefits and title with respect to such Transferred Items and to this end, will exercise, and shall procure the exercise of, all rights available to it to transfer such Transferred Items to the Transferees or its Affiliates (as defined in the SPA). In the event that the Transferors perform any of the payment obligations referred to in the Transferred Items that have not been transferred in accordance with the Novation Agreement or this Agreement, or incurs any liabilities related thereto, the Transferees shall reimburse the Transferors for the corresponding amount(s) paid by the Transferors which shall not be borne by the Transferors as consideration for the rights and benefits received by the Transferees for such Transferred Items, within 60 days from the date that payment was made by the Transferors. In the event that any Transferred Item has not been transferred in accordance with this Clause 1.4 within a period of 12 months commencing on the Completion Date, MSTL and the Purchasers shall enter into good faith discussions to determine an appropriate course of action with respect to such Transferred Item. Any agreement reached as a result of the good faith discussions shall be documented in writing and signed by the authorised representatives of MSTL and the Purchasers.
- 1.5 In connection with the sale, assignment and transfer of the Transferred Items, the Parties hereby agree that each of the Transferees shall discharge in full all the obligations and liabilities imposed upon the Transferors in the Warranties, including but without limitation, servicing the Warranty Holders pursuant to the terms of the Warranties and being responsible for any Warranty Claim by the Warranty Holders, with effect from the date of completion of the SPA ("**Completion Date**"). In respect thereto, it is hereby agreed that:
- (a) there shall be no recourse to the Transferors in relation to the Warranties with effect from 1 September 2024.
 - (b) the Transferees shall be fully responsible and liable for any payment(s) and/or settlement of any Warranty Claim with effect from the Completion Date, notwithstanding that a Warranty Claim may have been submitted, lodged or otherwise notified by a Warranty Holder to the Transferor(s) or Transferee(s), prior to the Completion Date; and
 - (c) In the event where:
 - (i) Warranty Claims have been paid and/or settled by the Transferors between 1 September 2024 and the Completion Date ("**Pre-Completion Warranties Settlement**"); or

- (ii) any Transferee does not for any reason make payment and/or effect settlement of any Warranty Claim(s) following the Completion Date, and such Transferee has notified the relevant Transferor in writing within 10 Business Days after being made known of the Warranty Claim(s) that it does not intend to make payment and/or effect settlement of, and the relevant Transferor elects to pay and/or settle such Warranty Claim(s) on behalf of such Transferee ("**Post-Completion Warranties Settlement**"),

Lumetech agrees that it shall indemnify and fully reimburse the relevant Transferor or at its election, MSTL, any such costs, fees and/or expenses incurred and/or made by the relevant Transferor in respect of the Pre-Completion Warranties Settlement and the Post-Completion Warranties Settlement pertaining to any Warranty Claims in the Europe, the Middle East, and Africa regions ("**EMEA Warranty Claims**"), and TCL Sunpower agrees that it shall indemnify and fully reimburse the relevant Transferor or at its election, MSTL, any such costs, fees and/or expenses incurred and/or made by the relevant Transferor in respect of the Pre-Completion Warranties Settlement and the Post-Completion Warranties Settlement pertaining to any Warranty Claims in the Asia-Pacific or Latin America regions ("**APAC & LATAM Warranty Claims**"). The reimbursement under this Clause shall be made no later than 10 Business Days following a written notification by the relevant Transferor to Lumetech (with respect to the Pre-Completion Warranties Settlement or the Post-Completion Warranties Settlement pertaining to EMEA Warranty Claims) or to TCL Sunpower (with respect to the Pre-Completion Warranties Settlement or the Post-Completion Warranties Settlement pertaining to APAC & LATAM Warranty Claims), as the case may be.

- 1.6 In respect of Settlement Agreement, SPTN hereby agrees that it shall fully reimburse and indemnify MSTL and/or SPSW for and against any payments made and any fees and/or expenses incurred by MSTL and/or SPSW in relation to the Settlement Sum (as defined in the Settlement Agreement) in respect of the Settlement Agreement, with effect from the earlier of the Completion Date or 31 March 2025. Such reimbursement and/or any payment to be made by SPTN to MSTL and/or SPSW shall be made no later than 10 Business Days following a written notification by MSTL and/or SPSW to SPTN with respect to the Settlement Sum paid by MSTL and/or SPSW in respect of the Settlement Agreement.
- 1.7. On the Effective Date, and subject to Clause 1.4 hereof, the Transferors shall deliver or procure the delivery to the relevant Transferee, or make reasonably available to the relevant Transferee:
 - (a) physical possession of the Relevant Assets, with the intent that title in the Relevant Assets shall pass by and upon such delivery free from any and all Encumbrances, together with the relevant documents of title and such documents as the relevant Transferee may reasonably require to complete the sale and purchase and as applicable, transfer, of the Relevant Assets;
 - (b) the Relevant Contracts, (unless the Novation Agreement is not duly signed by the Effective Date) together with the corresponding Novation Agreements; and
 - (c) in the case of any other Relevant Assets, Relevant Contracts, Relevant Liabilities and any other rights, obligations and liabilities required to be transferred pursuant to this Agreement, such documents as the relevant Transferee may reasonably require under the applicable laws and regulations to complete the sale and purchase and as applicable, transfer, of the same.
- 1.8. Unless otherwise provided herein, each Party to this Agreement acknowledges and agrees that the Transferred Items are being sold and purchased on an 'as is where is' basis and that no Transferee is relying on any representation, warranty or covenant in respect of any Transferred Item. Accordingly, to the maximum extent permitted by law, no Transferor will have any liability whatsoever to any Transferee (whether in tort (including negligence), contract, equity or under statute) in respect of any claim, action, suit, cause or any other proceeding in respect of any of the Transferred Items, except for a breach of an express term of this Agreement or in cases of fraud or wilful misconduct of the Transferor.

2. CONSIDERATION

- 2.1. The aggregate amount payable by the Transferee to the relevant Transferor for the transfer of the relevant Transferred Items is set out in Schedule 1 ("**Consideration**").
- 2.2. It is hereby agreed between each Transferee and the relevant Transferor that the Consideration shall be satisfied by payment to MSTL (as nominee of each of MSPL, MAUS and SPSW) at the Completion Date.
- 2.3. (a) The Consideration payable by the Transferees under this Agreement is exclusive of value added tax ("**VAT**") or goods and services tax ("**GST**"), as the Parties consider the transfer of the Transferred Items to qualify as Transfer of Going Concern and thus out of the scope of VAT and GST. Should the transfer of all or some of the Transferred Items under this Agreement finally result in a taxable supply based on the applicable VAT and/or GST laws and regulations, the Parties agree that any VAT and/or GST chargeable on the Consideration based on valid tax invoice issued by the relevant Transferor shall be borne by the relevant Transferor and relevant Transferee on an equal basis, unless applicable laws specify or designate otherwise.

(b) If any tax authority, at any time, informs a Transferor in writing that it has determined that VAT and/or GST was due on the sale of all or some of the Transferred Items under this Agreement or if the Transferor assesses that VAT and/or GST should have been charged on the transfer of any Transferred Item, the relevant Transferor shall promptly deliver to the relevant Transferee a proper tax invoice supporting the VAT and/or GST liability, and the relevant Transferee shall within 30 Business Days of the receipt of such tax invoice pay to the relevant Transferor such amount determined by the tax authority or assessed by the relevant Transferor to be due in accordance with Clause 2.3(a) above.

3. GENERAL

- 3.1. Save as expressly provided in this Agreement, the respective rights and obligations of the Parties hereunder shall not be assignable or transferable.
- 3.2. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further.
- 3.3. This Agreement and the agreements referred to herein embodies all the terms and conditions agreed upon between the Parties hereto as to the subject matter of this Agreement and supersedes and cancels in all respects all previous agreements and undertakings, amongst the Parties hereto with respect to the subject matter hereof whether such be written or oral.
- 3.4. No amendment or variation of this Agreement shall be effective unless made in writing and signed by and on behalf of each Party.
- 3.5. Nothing in this Agreement is intended to grant to any third party any right to enforce any term of this Agreement or to confer on any third party any benefits under this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 2001 of Singapore and any re-enactment thereof, the application of which is hereby expressly excluded.
- 3.6. This Agreement may be signed by any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart may be signed and executed by the Parties hereto and transmitted by facsimile or electronic transmission and shall be as valid and effective as if executed as an original.
- 3.7. This Agreement shall be governed by and construed in accordance with the laws of Singapore.

- 3.8. Any dispute arising out of or in connection with this Agreement, including any question as to the existence or validity of this Agreement shall be referred to and finally resolved by arbitration pursuant to the rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force. The SIAC Rules are deemed to be incorporated by reference in this Clause. The seat of arbitration shall be Singapore and the arbitration shall be conducted in the English language. The arbitral tribunal shall consist of one (1) arbitrator which shall be appointed by the President of the Court of Arbitration of the Singapore International Arbitration Centre. The arbitral award made and granted by the arbitral tribunal shall be final, binding and incontestable, and may be enforced by the Party against the assets of the other Parties wherever those assets are located or may be found and may be used as a basis for judgement thereon in Singapore or elsewhere.

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SCHEDULE 1
DETAILS OF TRANSFER

[****]



SCHEDULE 2
RELEVANT ASSETS

[****]

SCHEDULE 3
RELEVANT CONTRACTS

[*****]

SCHEDULE 4
RELEVANT LIABILITIES

[****]

IN WITNESS WHEREOF this Agreement has been entered into by the Parties on the date stated at the beginning.

THE TRANSFERORS

SIGNED by

HU DIEN-CHIEN

Name

DIRECTOR

Designation

for and on behalf of
MAXEON SOLAR PTE. LTD.



/s/ Hu Dien-Chien

Signature

SIGNED by

JASON ESPERSEN

Name

DIRECTOR

Designation

for and on behalf of
MAXEON AMERICAS, INC.



/s/ Jason Espersen

Signature

SIGNED by

GUO AIPING

Name

CHIEF EXECUTIVE OFFICER

Designation

for and on behalf of
MAXEON SOLAR TECHNOLOGIES, LTD.



/s/ Guo Aiping

Signature

SIGNED by

FREDERIC BIOLLAZ

Name

PRESIDENT GERANT

Designation
for and on behalf of
SUNPOWER SYSTEMS SARL

/s/ Frederic Biollaz

Signature

THE TRANSFEREES

Executed by SunPower Corporation Australia Pty Limited in accordance with section 127 of the Corporations Act 2001 (Cth), Australia:

/s/ Stephen Straughair

Signature of director

Signature of company secretary/director

STEPHEN STRAUGHAIR (sole director)

Full name of above signatory

Full name of above signatory

SIGNED by

VINCENT MAURICE

Name

PRESIDENT

Designation
for and on behalf of
**SUNPOWER ENERGY SOLUTIONS
FRANCE SAS**

/s/ Vincent Maurice

Signature

SIGNED by

LEOPOLDO MURILLO
Name

DIRECTOR
Designation
for and on behalf of
**MAXEON SOLAR PRODUCTS MEXICO
S.DE R.L. DE C.V.**

}

/s/ Leopoldo Murillo
Signature

PURCHASERS

SIGNED by

ZHOU BIN
Name

DIRECTOR
Designation
for and on behalf of
LUMETECH B.V.

}

/s/ Zhou Bin
Signature

SIGNED by

ZHOU BIN
Name

DIRECTOR
Designation
for and on behalf of
**TCL SUNPOWER INTERNATIONAL PTE.
LTD.**

}

/s/ Zhou Bin
Signature

TRANSITIONAL SERVICES AGREEMENT

This TRANSITIONAL SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of March 31, 2025, by and between Lumetech B.V., a company incorporated under the laws of the Netherlands ("**Purchaser**"), and Maxeon Solar Pte. Ltd. (Company Registration No. 202010491K), a company incorporated in Singapore ("**Vendor Affiliate**"). Vendor Affiliate and Purchaser are each referred to individually as "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Purchaser, TCL Sunpower International Pte. Ltd. (an Affiliate of Purchaser) and Maxeon Solar Technologies, Ltd., a Singapore public limited company (the "**Vendor**") have entered into that certain sale and purchase agreement (the "**SPA**") on 18 February 2025. The provisions of this Agreement will come into force with effect from the date of completion of the SPA (the "**Effective Date**").

WHEREAS, subject to the terms and conditions of this Agreement, (i) Purchaser (on behalf of itself or its designated Affiliates) desires to obtain from Vendor Affiliate (or its designated Affiliates), and Vendor Affiliate desires to provide (or cause its designated Affiliates to provide), certain transitional services for Purchaser (or its designated Affiliates) and (ii) Vendor Affiliate (on behalf of itself or its designated Affiliates) desires to obtain from Purchaser (or its designated Affiliates), and Purchaser desires to provide (or cause its designated Affiliates to provide), certain transitional services for Vendor Affiliate (or its designated Affiliates), all as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

CLAUSE 1 DEFINITIONS.

The following capitalised terms have the meanings given to them in this Clause 1. Capitalised terms used but not defined in this Agreement have the meanings given to them in the SPA.

1.1 "**Business**" means the PV products distributed generation business, operations and activities of any member of the Target Group, as conducted outside of the United States of America at any time prior to the Effective Date or to be conducted outside of the United States of America at or after the Effective Date.

1.2 "**Purchaser Services**" means the services specified or described on Exhibit A-1, and all services that are added to Exhibit A-1 under Clause 2.6.

1.3 "**Service Provider**" means, as applicable, (a) with respect to the Purchaser Services, Purchaser (or its designated Affiliates), and (b) with respect to the Vendor Services, Vendor Affiliate (or its designated Affiliates).

1.4 "**Service Recipient**" means, as applicable, (a) with respect to the Purchaser Services, Vendor Affiliate (or its designated Affiliates), and (b) with respect to the Vendor Services, Purchaser (or its designated Affiliates).

1.5 "**Services**" means, as applicable, the Purchaser Services or the Vendor Services.

1.6 "**Vendor Business**" means the business of Vendor as of the date hereof, other than the Business.

1.7 "**Vendor Services**" means the services specified or described on Exhibit A-2, and all services that are added to Exhibit A-2 under Clause 2.6.

CLAUSE 2 SERVICE PROVIDER OBLIGATIONS.

2.1 **Services Generally.** Subject to the terms and conditions of this Agreement, Service Provider shall perform the Services for Service Recipient. Service Provider shall provide each Service for the applicable

term indicated on Exhibit A-1 (with respect to the Purchaser Services) or Exhibit A-2 (with respect to the Vendor Services), as applicable.

2.2 Subcontracting. Service Recipient understands that before and after the date of this Agreement, Service Provider may have contracted, and may in the future contract, with third parties (including any of Service Provider's Affiliates) to provide services in connection with all or any portion of the Services to be provided under this Agreement. Service Provider reserves the right to continue to contract with third parties to provide the Services or to enter into new contract relationships for any of the Services, on condition that any Services provided by third parties are at least at the same level of service to which Service Provider is accountable under the terms of this Agreement, and that, notwithstanding anything in the foregoing to the contrary, such third parties must agree to confidentiality terms with respect to Service Recipient's confidential and non-public information that are no less restrictive than those of Clause 7.1. Except for the following costs which shall be borne by Purchaser (or its designated Affiliates), any additional costs arising from or in connection with Service Provider contracting with third parties to provide the Services or to enter into new contract relationships for any of the Services in accordance with this Clause 2.2 shall be borne by such Service Provider: (i) any costs arising from or in connection with the Additional Services, and (ii) subject to the consent of Purchaser or its designated Affiliates, any increase in costs as described in Clause 2.9(c)(ii) below.

2.3 Service Provider Responsibility.

(a) Vendor Affiliate shall perform the Vendor Services with a reasonable level of skill, quality, care, timeliness and cost-effectiveness and in a manner that will enable Purchaser and its Affiliates to conduct the Business after the Effective Date consistent with the manner in which it was conducted prior to the Effective Date. Vendor Affiliate warrants to Purchaser that the Vendor Services will be performed in a professional and workmanlike manner in accordance with applicable commercial standards.

(b) Purchaser (or its designated Affiliates) shall perform the Purchaser Services with a reasonable level of skill, quality, care, timeliness and cost-effectiveness and in a manner that will enable Vendor Affiliate and its Affiliates to conduct Vendor Business after the Effective Date consistent with the manner in which it was conducted prior to the Effective Date. Purchaser warrants to Vendor Affiliate that the Purchaser Services will be performed in a professional and workmanlike manner in accordance with applicable commercial standards.

(c) Service Provider shall obtain, at Service Provider's cost and expense, all applicable governmental permits and licenses, in connection with its obligations under this Agreement; provided, however, that any governmental permits or licenses that are required solely to provide the Services shall be at Service Recipient's cost and expense. Service Provider shall cause all employees and agents of Service Provider to comply with the standards set forth in this Clause 2.3.

2.4 Certain Limitations. Unless expressly provided otherwise herein or otherwise agreed between the Parties, (a) the Vendor Services are available only for the purpose of conducting the Business substantially in the manner it was conducted as of the Effective Date, and (b) the Purchaser Services are available only for the purpose of conducting Vendor Business substantially in the manner it was conducted as of the Effective Date.

2.5 Compliance with Laws. Service Provider shall provide the Services in accordance with all applicable judgments, orders, decrees, writs, injunctions, statutes, laws, ordinances, rules and regulations (collectively, "Laws"). Service Provider is not obligated to provide, or cause to be provided, any Service to the extent that the provision of the Service would require Service Provider, any of its Affiliates or any of their respective employees, agents, officers, directors, accountants, counsel, financial advisors and other representatives ("Representatives"), to violate any applicable Laws. Prior to ceasing performance, Service Provider shall notify Service Recipient of the applicable Laws that are or would be violated, and the Parties shall promptly meet and discuss the matter in good faith and determine a suitable resolution that enables Service Recipient to receive the benefit of the contracted Service.

2.6 Additional Services. From time to time after the date hereof, the Parties may mutually agree in writing upon the provision of additional Services in accordance with the terms of this Agreement (the "Additional Services"). If the Parties agree on any Additional Services, they shall modify Exhibit A-1 or Exhibit A-2, as applicable, accordingly (or failing that modification, the Exhibit will be deemed so amended), in which event the terms "Purchaser Services" and "Services" will be deemed to include those Additional Services on Exhibit A-1, and the term "Vendor Services" and "Services" will be deemed to include those Additional Services on Exhibit A-2.

2.7 Treatment of Employees. All employees and other Representatives of Service Provider will be deemed employees or Representatives of Service Provider, as applicable, and not employees or Representatives of Service Recipient. Service Provider will have the exclusive right to hire and dismiss any of its employees and other Representatives in accordance with applicable Laws. Service Recipient will have no right to direct and control any of the employees or Representatives of Service Provider. Service Provider shall be responsible for and shall timely pay any and all compensation and benefits payable to its employees or Representatives who perform the Services hereunder, and such personnel shall not be entitled to any of the benefits available to employees or Representatives of Service Recipient. Service Recipient will have no civil, commercial, labour, tax or any type of liability with respect to any employees of Service Provider, including for tax withholding obligations on salaries paid to employees.

2.8 Mandatory Changes. If a change or addition to the Services is required by applicable Law, then Service Recipient may, by written notice, require Service Provider to commence with the change or addition prior to reaching agreement in accordance with Clause 2.6. Service Recipient shall reimburse Service Provider for the changed or additional Services using the fees paid for provision of similar services as set forth in Exhibit A-1 or Exhibit A-2, as applicable, as a guideline, but with the amounts to be paid being ultimately agreed to in writing by the Parties, which agreement shall not be unreasonably withheld, conditioned or delayed. Service Provider may refuse to provide any changed or additional Services if Service Recipient is delinquent in its payment obligations hereunder.

2.9 Alternatives.

(a) Service Provider shall work in good faith with Service Recipient to obtain any necessary consents, licenses, sublicenses or approvals in order to provide any software, hardware, data store or maintenance and support components or portions of components of a set of information technology assets as identified with respect to a particular Service, including those assets, components and Services identified on Exhibit A-1 or Exhibit A-2, as applicable, and Service Recipient shall bear any costs and expenses of obtaining all such consents, licenses, sublicenses or approvals.

(b) Purchaser (or its designated Affiliates) may pass through to Vendor Affiliate (i) any reasonable costs (consistent with the amounts previously paid by Vendor Affiliate or its Affiliates with respect thereto prior to the Effective Date) in relation to the Services (excluding any costs for Vendor Services provided under this Agreement) that are of a type comparable to those incurred by Vendor Affiliate or its Affiliates in operating the Vendor Business in the twelve (12) month period prior to the Effective Date, and (ii) any increase in costs arising from or in connection with the renewal of any licenses or contracts of services with respect to the provision of Purchaser Services hereunder provided that such increase in costs is notified in writing to and consent is obtained from Vendor Affiliate at least five (5) Business Days in advance, which occur during the term of this Agreement.

(c) Vendor Affiliate may pass through to Purchaser (or its designated Affiliates) (i) any reasonable costs (consistent with the amounts previously paid by Vendor Affiliate or its Affiliates with respect thereto prior to the Effective Date) in relation to the Services (excluding any costs for Purchaser Services provided under this Agreement) that are of a type comparable to those incurred by Vendor Affiliate or its Affiliates in operating the Business in the twelve (12) month period prior to the Effective Date, and (ii) any increase in costs arising from or in connection with the renewal of any licenses or contracts of services with respect to the provision of Vendor Services hereunder provided that such increase in costs is notified in writing to and consent is obtained from Purchaser (or its designated Affiliates) at least five (5) Business Days in advance, which occur during the term of this Agreement.

2.10 Viruses. Service Provider shall continue to use the commercial anti-virus software program currently used by Service Provider and otherwise use reasonable best efforts to prevent the introduction of viruses and other unauthorised software or mechanisms into Service Recipient's software and computer systems.

CLAUSE 3 SERVICE RECIPIENT OBLIGATIONS.

3.1 Service Provider Policies; Reasonable Care. Service Recipient shall cause its employees and Affiliates to comply with Service Provider's policies with respect to their use of the Services. Service Recipient shall cause its employees and Affiliates to use the same level of care in their use of any software or equipment made available to them by Service Provider as part of the Services as used with Service Recipient's own software or equipment.

3.2 Cooperation. In order to enable Service Provider to provide the Services, Service Recipient shall provide Service Provider with necessary cooperation and assistance as Service Provider reasonably requests. That cooperation and assistance will include providing to Service Provider in a timely manner answers to questions, information, technical consultation, and, where applicable, acceptance of deliverables.

3.3 Non-Exclusive. Nothing in this Agreement will be construed to preclude Service Recipient from obtaining from its own employees or from providers other than Service Provider and its Affiliates, in whole or in part, Services of any nature that may be obtainable from Service Provider or its Affiliates hereunder.

CLAUSE 4 COORDINATION AND COMMUNICATION.

4.1 Services Manager. Purchaser (or its designated Affiliates) and Vendor Affiliate will each appoint a single "Services Manager" who will serve as the primary point of contact for the other Party for matters related to this Agreement. Each Party shall use reasonable efforts to minimise changes to the person who is serving as its Services Manager. Subject to the foregoing, a Party may replace its Services Manager with an individual of comparable qualifications and experience by notifying the other Party of the new appointment.

4.2 Status Meetings. During the term of this Agreement, at such time or times as both Services Managers shall mutually agree (and in any event at least once three (3) months, if so requested by Service Recipient), Vendor Affiliate and Purchaser shall hold status meetings (telephonically, by videoconference or in person). The agenda for each such meeting shall include, without limitation, a review of (a) the status of Purchaser's conduct of the Business; (b) the Services completed to date and the reconciliation of quarterly costs incurred based on the Services completed; and (c) incomplete tasks and the expected dates of completion.

CLAUSE 5 COMPENSATION.

5.1 Service Provider Fees. Except as otherwise indicated in Exhibit A-1, Vendor Affiliate shall pay Purchaser (or its designated Affiliates) the fees, charges, and expenses set forth on Exhibit A-1 for each of the Purchaser Services provided hereunder. Except as otherwise indicated in Exhibit A-2, Purchaser (or its designated Affiliates) shall pay Vendor Affiliate the fees, charges, and expenses set forth on Exhibit A-2 for each of the Vendor Services provided hereunder.

5.2 Invoicing and Payment.

(a) On the 25th day of the third month in a quarter ("**Third Month**"), Service Provider and Service Recipient shall meet to review the fees, charges, and expenses for the Purchaser Services or the Vendor Services for the relevant quarter, and thereafter an invoice for the amount payable to Service Provider for the Services for the full quarter, as agreed between the Chief Financial Officers of each Party, which shall be based on the fees, charges, and expenses for the Purchaser Services or the Vendor Services for the relevant quarter (as the case may be) and an arms-length percentage mark-up, shall be issued by Service Provider. Vendor Affiliate and Purchaser (or its designated Affiliates) should assess the amount under such invoice which each Party is responsible to pay to the other Party and shall offset the amounts against the relevant invoice and pay the remaining balance to the other party, such payment shall be made within five (5) Business Days of receipt of the invoice. Vendor Affiliate and Purchaser (or its designated Affiliates) agree that, with respect to the amount payable for the Services for the period between the 25th day of the Third Month and the last day of the Third Month of that quarter ("**Relevant Period**"), any difference between the amount billed and the actual amount of fees, charges, and expenses for the Relevant Period shall be settled in the following quarter.

(b) Service Recipient shall make all payments in U.S. dollars, unless agreed otherwise in Exhibit A-1 or Exhibit A-2, as applicable. In respect of the amount payable for the first month of the quarter ("**First Month**") and the second month of the quarter ("**Second Month**"), the U.S. dollar amount will be determined based on the exchange rate on the last day of the First Month and the Second Month respectively. In respect of the amount payable for the Third Month, the U.S. dollar amount will be determined based on the 25th day of the Third Month.

5.3 Taxes. Each party is responsible for bearing and paying any amounts equal to any and all taxes and levies on its income arising under this Agreement. All payments due under this Agreement shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant government authority then in effect; provided, however, that if Service Recipient is required under

applicable laws to withhold some taxes and levies from any payment to Service Provider hereunder, then Service Recipient may deduct any such withholding taxes and levies from the payment required under this Agreement, and Service Recipient shall calculate and file withholding taxes and levies on behalf of Service Provider and promptly furnish Service Provider with official tax receipts or other evidence issued by the taxing authority. Service Recipient shall use commercially reasonable efforts to reduce or eliminate such withholding taxes and levies or tax rate, if any, and, at the request of Service Provider, shall cooperate in all respects with Service Provider to enable Service Provider to seek and obtain a tax credit or other tax relief to offset the amount of tax withheld.

5.4 Expenses. Except as otherwise provided in this Agreement, each Party will bear its own costs and expenses incurred in the performance of this Agreement.

CLAUSE 6 IP OWNERSHIP.

6.1 Ownership of Intellectual Property. Except as expressly provided in Clause 6.2, no license, title, ownership or other Intellectual Property Rights or proprietary rights are transferred by Service Provider to Service Recipient pursuant to this Agreement or during the Services, and Service Provider retains all such rights, title, ownership and other interest in its intellectual property, ideas, concepts, techniques, inventions, processes, systems, works of authorship, facilities, floor space, resources, special programs, functionalities, interfaces, computer hardware or software, documentation or other work product developed, created, modified, improved, used or relied upon by Service Provider or its Affiliates in connection with the Services or the performance of Service Provider's or its Affiliates' obligations hereunder. For the purpose hereof, "Intellectual Property Rights" include but are not limited to patents, trademarks, service marks, copyright, know how, design rights, database rights, rights in software, rights in designs and inventions, trade secrets, confidential information, trade and business names and brands, internet domain names, any application (whether pending, in process or issued) for any of the foregoing and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media, or technology now known or later developed.

6.2 Creation of new Intellectual Property. All rights, title and interest in Intellectual Property Rights newly created, developed, written, reduced to practice, produced, conceived made or discovered by Service Provider (or its Affiliates), solely or jointly with others, during the term of this Agreement or thereafter if resulting solely from development of any deliverables for Service Recipient during performance of the Services, or derived solely from Service Recipient's Confidential Information (as defined below), Service Recipient's property, or any information or design specifications owned and provided by Service Recipient ("Deliverables"), shall belong to, vest in and remain at all time solely and absolute in Service Recipient. To the extent that Service Provider is entitled by virtue of or pursuant to any Laws to any Deliverables, Service Provider hereby agrees to assign (including by way of present assignment of future rights), and upon creation automatically assign, and transfer to Service Recipient, without further consideration, Service Provider's entire right, title and interest (throughout all countries and jurisdictions), including any right to sue and collect damages for past infringements, in and to the Deliverables. Such assignment and transfer shall apply for the full period of the protection of such Deliverables, including all renewals, reversions and extensions. The Deliverables shall be the sole and exclusive property of Service Recipient, whether or not trademarkable, copyrightable, patentable or otherwise registrable as an Intellectual Property Right or in a stage of development.

6.3 Waiver; Grant of License. If, despite the terms of Clause 6.2, Service Provider (or any of its Affiliates) is by operation of any applicable Law unable to assign the rights, titles and interest in and to any of the Deliverables, or such assignment is not approved or registered by the relevant governmental authority, Service Provider hereby grants to Service Recipient a worldwide, exclusive (even as to Service Provider and its Affiliates), perpetual, irrevocable, royalty-free, fully paid-up license, under its owned or licensed Intellectual Property Rights and with full rights to sublicense, to use, reproduce, modify, create derivative works based on, store on its servers, display, perform, make, have made, offer for sale and sell, promote, market, distribute, export, permit the online use of or otherwise use and commercially exploit in any manner such Intellectual Property Rights, without identifying or seeking the consent of Service Provider (or any of its Affiliates). If Service Provider (or any of its Affiliates) is deemed under any applicable Law to retain any rights in the Intellectual Property Rights in the Deliverables that cannot be licensed (such as moral rights), Service Provider hereby waives any and all rights therein.

CLAUSE 7 CONFIDENTIALITY.

7.1 Confidentiality Obligations. During the term of this Agreement, a Party or its Affiliates (“*Recipient*”) may be provided with, have access to, or otherwise learn confidential and/or proprietary information of another Party or its Affiliates (“*Discloser*”) (including, with respect to Discloser, certain information and materials concerning Discloser’s business, plans, customers, technology and products) that is of substantial value to Discloser, which is identified as confidential at the time of disclosure or which should reasonably be considered, under the circumstances of its disclosure, to be confidential to Discloser (“*Confidential Information*”). All Confidential Information remains the property of Discloser. Recipient may disclose the Confidential Information of Discloser only to Recipient’s employees and contractors who need to know the Confidential Information for purposes of performing under this Agreement and who are bound by confidentiality agreements at least as protective as this Clause 7. Recipient will not use the Confidential Information without Discloser’s prior written consent except in performance under this Agreement. Recipient will take measures to maintain the confidentiality of the Confidential Information equivalent to those measures Recipient uses to maintain the confidentiality of Recipient’s own confidential information of like importance, but in no event less than reasonable measures. Recipient will give immediate notice to Discloser of any unauthorised use or disclosure of the Confidential Information that comes to the attention of Recipient’s senior management and agree to assist Discloser in remedying the unauthorised use or disclosure. Upon termination or expiration of this Agreement, Recipient will return to Discloser all tangible copies of Confidential Information of Discloser in Recipient’s possession or control and will erase from its computer systems all electronic copies thereof.

7.2 Exceptions. The confidentiality obligations do not extend to Confidential Information which (a) becomes part of the public domain without the fault of Recipient; (b) is rightfully obtained by Recipient from a third party with the right to transfer the information without obligation of confidentiality; (c) is independently developed by Recipient without use of, or reference to, Discloser’s Confidential Information, as evidenced by written records; or (d) was lawfully in the possession of Recipient at the time of disclosure, without restriction on disclosure, as evidenced by written records. In addition, Recipient may disclose Confidential Information of Discloser as may be required by Law, a court of competent jurisdiction or a governmental agency with jurisdiction or the rules of any relevant securities exchange(s) applicable to itself (to the extent practicable, the Recipient shall provide two (2) Business Days of prior written notice to the other Discloser) or (in the case of a Recipient which is a corporation) its parent company or pursuant to any litigation provided that the Recipient with an obligation to make the disclosure shall consult with the Discloser insofar as is reasonably practicable before complying with such an obligation provided that before making that disclosure Recipient first notifies Discloser to give Discloser an opportunity to seek confidential treatment or to seek a protective order or otherwise limit the disclosure, and cooperates with Discloser if Discloser does so. Recipient will have the burden of proving the applicability of any of the above exceptions that Recipient claims may apply. If any portion of the Confidential Information falls within any of the above exceptions, the exception will apply only to that specific portion and the remainder of Discloser’s Confidential Information will continue to be subject to the confidentiality requirements of this Agreement. For the avoidance of doubt, and notwithstanding anything to the contrary herein (including the exceptions set forth in clauses (a) through (d) above), confidential and/or proprietary information and materials to the extent related to the Group are the Confidential Information of Purchaser, not Vendor Affiliate.

7.3 Access to Computer Systems. If a Party is given access to any equipment, computer, software, network, electronic files or electronic data storage system owned or controlled by the other Party, the accessing Party will limit its access and use solely to that which is required to receive Services under this Agreement and shall not access or attempt to access any equipment, computer, software, network, clean-room, electronic files or electronic data storage system, other than those specifically required to receive the Services. Subject to the restrictions provided herein, each Party shall provide the other Party’s personnel with reasonable physical access to all sites and rooms where those systems reside, if reasonably needed to perform the Services. Each Party shall limit access to those persons with a requirement to have access under this Agreement, advise the other Party in writing of the name of each person who will be granted access if requested to do so, and strictly follow all security rules and procedures for use of electronic resources. All user identification numbers and passwords disclosed to a Party and any Confidential Information obtained by a Party as a result of their access to and use of any equipment, computers, software, networks, clean-rooms electronic files and electronic data storage systems owned or controlled by the other Party, will be considered and treated as Confidential Information under this Agreement. The Parties shall cooperate in the investigation of any apparent unauthorised access to any equipment, computer, software, network, clean-room, electronic file or electronic data storage systems owned or controlled by the other Party, or any apparent unauthorised release of Confidential Information.

7.4 Acknowledgement. The Parties acknowledge and agree that these restrictions under Clause 7 are necessary to protect the legitimate business interests of the Parties.

CLAUSE 8 CAP ON LIABILITY.

8.1 Cap on Liability. EXCEPT FOR BREACH OF THE OBLIGATIONS UNDER CLAUSE 7, OR A CLAIM FOR INDEMNITY UNDER CLAUSE 10, IN NO EVENT SHALL A PARTY'S OR ITS AFFILIATES' LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS PAYABLE TO SUCH PARTY UNDER THIS AGREEMENT.

8.2 Basis of the Bargain. Each Party acknowledges that the mutual limitation of liability provisions contained in Clause 8.1 reflect the allocation of risk set forth in this Agreement and that neither Party would enter into this Agreement without such provisions.

CLAUSE 9 DISCLAIMER.

OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, AND ALL OTHER FACILITIES, EQUIPMENT, SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT, ARE PROVIDED "AS IS, WHERE IS AND WITH ALL FAULTS." SERVICE PROVIDER MAKES NO WARRANTIES UNDER THIS AGREEMENT, AND SERVICE PROVIDER DISCLAIMS ANY AND ALL WARRANTIES UNDER THIS AGREEMENT, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The foregoing disclaimer does not supersede, negate or modify any express representation or warranty made by Service Provider in the SPA or this Agreement.

CLAUSE 10 INDEMNIFICATION.

10.1 General. Each Party (the "*Indemnifying Party*") shall, at its expense, defend the other Party (the "*Indemnified Party*") and such Indemnified Party's directors, officers, agents, employees and Affiliates (together with the Indemnified Party, collectively, the "*Indemnified Persons*") from and against any and all claims, actions, demands, suits, litigation or similar proceeding ("*Proceeding*") brought by a third party that arises out of or relates to any actual or alleged act or omission of the Indemnifying Party or its employees or third party contractors providing Services in connection with this Agreement, and shall indemnify and hold harmless the Indemnified Persons from all Losses awarded against the Indemnified Persons in connection therewith or agreed to in a settlement in accordance with Clause 10.2.

10.2 Third Party Claims. If any claim by a third party is asserted against or sought to be collected from an Indemnified Person under this Clause 10 (a "*Third Party Claim*"), the Indemnified Party shall promptly deliver notice of the claim to the Indemnifying Party, along with copies of all material correspondence, provided, however, that the failure of the Indemnified Party to timely give such notice shall not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent (if any) that the Indemnifying Party is materially prejudiced thereby. The Indemnifying Party may, at its own expense, (a) participate in the defense of any such Third Party Claim, and (b) upon written notice to the Indemnified Party, at any time during the course of any such Third Party Claim, assume and control the defense thereof with counsel of its own choice, and in the event of such assumption, shall have the exclusive right, subject to the proviso in Clause 10.3, to settle or compromise such Third Party Claim; provided that the Indemnifying Party obtain, as a condition of any settlement or other compromise, a full, unconditional and complete release of each Indemnified Person subject to such Third Party Claim; provided further, however, that the Indemnifying Party shall not be entitled to assume the defense and control of such Third Party Claim, if (i) the Third Party Claim relates to or arises in connection with any criminal Proceeding, (ii) the Third Party Claim seeks an injunction or equitable relief against the Indemnified Person(s), (iii) the Third Party Claim is one in which such Indemnifying Party is also a party and joint representation would present a material conflict or there may be legal defenses available to the Indemnified Person(s) which are different from or additional to those available to such Indemnifying Party, (iv) the Third Party Claim involves a claim which, upon petition by the Indemnified Person(s), a court of competent jurisdiction rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend, (v) the Third Party Claim involves a claim that would be materially detrimental to or materially injure the reputation or customer or other material business relationships of the Indemnified Person(s), or (vi) the Indemnifying Party has not agreed to be responsible for any resulting losses, claims, damages, costs, expenses, liabilities or judgments or amounts that are paid in settlement

("Loss(es)") arising from such Third Party Claim. If the Indemnifying Party assumes such defense, the Indemnified Party shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party. If the Indemnifying Party elects not to assume the defense of such Third Party Claim and the Indemnified Party defends against or otherwise deals therewith, the Indemnified Party may employ counsel, at the expense of the Indemnifying Party, which counsel shall be reasonably acceptable to the Indemnifying Party, and control the defense of such Proceeding or cause of action; provided, however, that the Indemnifying Party shall be obligated to pay for only one counsel for all Indemnified Persons. Whether or not the Indemnifying Party chooses to defend or prosecute any such Third Party Claim, the Parties shall, and shall cause their respective Affiliates to, cooperate in the defense or prosecution of such Third Party Claim, including by providing or making available to the Indemnifying Party or Indemnified Party as the case may be all witnesses, pertinent records, materials and information relating thereto in the other's possession or under the other's control (or in the possession or control of any of its Representatives) as is reasonably requested by the Indemnifying Party, Indemnified Party or its respective counsel.

10.3 Settlement; Compromise. Any settlement or compromise made or caused to be made by the Indemnified Party (unless the Indemnifying Party has the exclusive right to settle or compromise under clause (b) of Clause 10.2) or the Indemnifying Party, as the case may be, of any Third Party Claim shall also be binding upon the Indemnifying Party or the Indemnified Party, as the case may be, in the same manner as if a final order or ruling had been entered by a court of competent jurisdiction in the amount of such settlement or compromise; provided, however, that no liability, restriction or Loss of any kind or nature shall be imposed on the Indemnified Party or the Indemnifying Party as a result of such settlement or compromise without its prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

CLAUSE 11 TERM AND TERMINATION.

11.1 Term of Agreement. The term of this Agreement begins on the date of this Agreement for a period of one (1) year from the Effective Date, unless earlier terminated as provided herein.

11.2 Termination for Cause. Each Party may terminate this Agreement or any one or more of the Purchaser Services (in the case of a termination by Vendor Affiliate) or Vendor Services (in the case of a termination by Purchaser (or its designated Affiliates)) immediately, upon written notice, a copy of which shall also be provided to the other Party's Services Manager, (a) if the other Party materially breaches any term of this Agreement and fails to cure the breach within thirty (30) days after receipt of written notice from the non-breaching Party describing in reasonable detail the breach; (b) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; (c) upon the other Party's making an assignment for the benefit of creditors of all or substantially all of its assets; or (d) upon the other Party's dissolution or ceasing to conduct business in the normal course. In addition, Vendor Affiliate may terminate any Purchaser Service and Purchaser (or its designated Affiliates) may terminate any Vendor Service, in each case, for convenience at any time upon thirty (30) days' written notice to the other Party.

11.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Service Provider's obligation to provide, and Service Recipient's right to use, the Services will terminate and Service Recipient will promptly (and in any event within seven (7) days) pay all amounts that accrued prior to the date of such termination. Neither Service Recipient, on the one hand, nor Service Provider, on the other hand, nor their respective Affiliates, will be liable to the other because of any proper termination of this Agreement for compensation, reimbursement or damages for the loss of prospective profits, anticipated sales or goodwill. The provisions of this Agreement that by their nature continue and survive will survive any expiration or termination, including those of Clauses 1, 5, 6, 7, 8, 9, 10, 11.3, 11.5 and 12. In the event of any termination with respect to one or more, but less than all, of the Services, this Agreement will continue in full force and effect with respect to any Services that have not been terminated.

11.4 Force Majeure. Each Party shall be excused from its obligations (other than the payment of money) hereunder while and to the extent that its performance of such obligations is prevented by fire, drought, explosion, flood, invasion, rebellion, earthquake, civil commotion, pandemic, governmental or military authority, act of God, mechanical failure, default of third parties or any other event or casualty beyond the reasonable control of such Party (other than strikes and labour disturbances), whether similar or dissimilar to those enumerated in this Clause 11.4. In the event of any such casualty that excuses Service Provider from the performance of obligations hereunder, Service Recipient shall be responsible for making its own alternate arrangements with

respect to the Services provided to it which were interrupted and shall not be responsible for payment to Service Provider for any interrupted services.

11.5 Data Transmission; Etc. During the term of this Agreement and following the expiration of the term of Service set forth on Exhibit A-1 or Exhibit A-2, as applicable, or following any termination of this Agreement, Service Provider shall cooperate in good faith with Service Recipient and use commercially reasonable efforts, at Service Provider's reasonable and customary rates for similar services, to transfer records requested by Service Recipient and take all other actions reasonably requested by Service Recipient to enable Service Recipient to make alternative arrangements for the provision of services substantially consistent with the Services provided pursuant to this Agreement. Notwithstanding the foregoing, Service Provider shall not charge Service Recipient for any transfer of the Target Assets.

CLAUSE 12 GENERAL.

12.1 Notices. All notices, demands or other communications required or permitted to be given or made hereunder shall be made and delivered as set forth in Clause 9.15 of the SPA.

12.2 Governing Law and Jurisdiction.

(a) This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

(b) Each Party agrees that any dispute arising out of or in connection with this Agreement or any document or transaction in connection with this Agreement (including any dispute or claim relating to any non-contractual obligations arising out of or in connection with this Agreement) shall be referred to and finally resolved by arbitration in Singapore to the exclusion of the ordinary courts, in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC**") for the time being in force which rules are deemed to be incorporated by reference in this Clause 12.2(b). The place of arbitration shall be in Singapore and the language of the arbitration shall be English. The arbitration tribunal shall consist of one arbitrator to be appointed by the President of the Court of Arbitration for the time being of the SIAC. The arbitral award made and granted by the arbitrators shall be final, binding and incontestable, may be enforced by the Parties against the assets of the other Party wherever those assets are located or may be found and may be used as a basis for judgement thereon in Singapore or elsewhere.

12.3 Assignment and Novation. Except as set forth in Clause 2.2, this Agreement may not be assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement to an Affiliate, or to an acquirer or successor in interest in connection with a Change of Control of such Party without the prior written consent of the other Party, provided that such Party provides the other Party with written notice of any such assignment. "**Change of Control**" means the closing of (a) a merger, consolidation or similar transaction providing for the acquisition of the direct or indirect ownership of more than fifty percent (50%) of a Party's shares or similar equity interests or voting power of the outstanding voting securities or that represents the power to direct the management and policies of such Party, or (b) the sale of all or substantially all of a Party's assets. Neither this Agreement nor the rights, duties and obligations of either Party under this Agreement may be novated, delegated or otherwise transferred by a Party, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably conditioned, withheld or delayed. Subject to the preceding sentences, this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

12.4 Entire Agreement. This Agreement, including the Exhibits hereto and the SPA, including the schedules and exhibits thereto, specifically referred to herein or delivered pursuant hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. In the event and to the extent that there is a conflict between the provisions of this Agreement and the provisions of the SPA as it relates solely to the Services hereunder, the provisions of this Agreement shall prevail.

12.5 Amendments. This Agreement may be amended, modified or waived only by a written agreement signed by the Parties.

12.6 Waiver. Any waiver of any of the terms or conditions of this Agreement must be in writing and must be duly executed by or on behalf of the Party to be charged with such waiver. The failure of a Party to

exercise any of its rights hereunder or to require performance by the other Party to any term or condition hereof on any one occasion or to claim a breach of any term in this Agreement shall not be deemed to be a waiver of such or any other rights or remedies available to it. Further, no waiver of any of the terms and conditions of this Agreement shall be deemed to or shall constitute a waiver of any other term or condition hereof (whether or not similar).

12.7 Power and Authority. Each Party hereby represents and warrants to the other Party that it has full power and authority to enter into this Agreement and to grant the rights and licenses set forth herein and has not executed, and will not execute, any agreement or other instrument in conflict herewith.

12.8 Specific Performance. The Parties agree that irreparable harm would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to injunctive relief and/or specific performance (as appropriate) to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in addition to any other remedy to which they are entitled at law or in equity.

12.9 Severability. If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

12.10 Construction. The Clause and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made to a Clause or Exhibit, the reference is to a Clause or Exhibit of or to this Agreement unless otherwise indicated. For all purposes under this Agreement, (a) definitions of terms shall apply equally to the singular and plural forms of the terms defined, (b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms, (c) the terms "include", "includes" and "including" shall be deemed followed by the words "without limitation", (d) the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and (e) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and shall not simply mean "if". The symbol "\$" or the term "U.S. dollars" means lawful money of the United States of America. As the Parties have participated in the drafting of this Agreement, the Parties agree that any applicable rule requiring the construction of this Agreement or any provision hereof against the Party drafting this Agreement shall not apply.

12.11 Relationship. Nothing in this Agreement will be deemed or construed as creating a joint venture or partnership between the Parties hereto for the purposes of the law of partnership, any relevant income tax legislation or any other law or enactment. Neither Party is by virtue of this Agreement authorised as an agent, employee or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors.

12.12 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together and when delivered to the Parties by facsimile or by electronic mail in "portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute one and the same instrument. Either Party may enter into this Agreement by executing any such counterpart manually or electronically (such as Adobe Sign or DocuSign) and deliver the executed counterpart by facsimile or electronic means to the other Party. The receiving Party may rely on the receipt of such document so executed and delivered as if the original had been received. Such electronic signatures shall be recognised and construed as secure electronic signatures pursuant to the Electronic Transactions Act 2010 of Singapore and that the Parties accordingly shall deem such signatures to be original and binding signatures for all intents and purposes. The Parties agree that this Agreement, if executed in accordance with this Clause 12.12, shall be deemed to be valid, accurate and authentic, and given the same effect as, a written and signed agreement between or amongst the Parties in hard copy.

12.13 No Third Party Beneficiary Rights. Save as expressly provided in this Agreement, no provision of this Agreement is enforceable by virtue of the Contracts (Rights of Third Parties) Act 2001 of Singapore by any person who is not a Party to this Agreement.

[Signature Pages Follow]

EXHIBIT A-1

PURCHASER SERVICES

The aggregate amount for Purchaser Services set out in in this Exhibit A-1 as of the date of this Agreement is estimated to be \$. Notwithstanding such estimated aggregate amount, amounts payable to Purchaser (or its designated Affiliates) as Service Provider for the Purchaser Services shall be invoiced and payable in accordance with Clause 5.2 of this Agreement.

[*****]



EXHIBIT A-2

VENDOR SERVICES

The aggregate amount for Vendor Services set out in in this Exhibit A-2 as of the date of this Agreement is estimated to be \$. Notwithstanding such estimated aggregate amount, amounts payable to Vendor Affiliate as Service Provider for the Vendor Services shall be invoiced and payable in accordance with Clause 5.2 of this Agreement.

[*****]



[*****]



[*****]



Subsidiaries of Maxeon Solar Technologies, Ltd.

Name of Subsidiary	Country of Incorporation
Maxeon Solar Pte. Ltd	Singapore
SunPower Malaysia Manufacturing Sdn. Bhd.	Malaysia
SunPower Systems Sarl	Switzerland
SunPower Philippines Manufacturing Ltd.	Cayman Islands
SunPower Netherlands B.V.	Netherlands
SunPower Italia S.r.l.	Italy
SunPower Energy Solutions France SAS	France
Maxeon Americas, Inc.	United States
Maxeon Solar Systems Mexico S. de R.L de C.V	Mexico



MAXEON SOLAR TECHNOLOGIES, LTD.

COMPENSATION RECOVERY POLICY

A. OVERVIEW

In accordance with Rule 5608 (Recovery of Erroneously Awarded Compensation) of The Nasdaq Stock Market (the “**Nasdaq Rules**”), Section 10D and Rule 10D-1 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) (“**Rule 10D-1**”), the Board of Directors (the “**Board**”) of Maxeon Solar Technologies, Ltd. (the “**Company**”) has adopted this Compensation Recovery Policy (the “**Compensation Recovery Policy**”) to provide for the recovery of erroneously awarded Incentive-based Compensation from Executive Officers. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in Section H, below.

B. RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

- (1) In the event of an Accounting Restatement, the Company will reasonably promptly recover the Erroneously Awarded Compensation Received in accordance with Nasdaq Rules and Rule 10D-1 as follows:
 - (i) After an Accounting Restatement, the Audit Committee or, in the event the Compensation Committee becomes composed entirely of independent directors, the Compensation Committee (the “**Committee**”) shall determine the amount of any Erroneously Awarded Compensation Received by each Executive Officer and shall promptly notify each Executive Officer with a written notice containing the amount of any Erroneously Awarded Compensation and a demand for repayment or return of such compensation, as applicable.
 - (a) For Incentive-based Compensation based on (or derived from) the Company’s stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the applicable Accounting Restatement:
 - i. The amount to be repaid or returned shall be determined by the Committee based on a reasonable estimate of the effect of the Accounting Restatement on the Company’s stock price or total shareholder return upon which the Incentive-based Compensation was Received; and
 - ii. The Company shall maintain documentation of the determination of such reasonable estimate and provide the relevant documentation as required to the Nasdaq.
 - (ii) The Committee shall have discretion to determine the appropriate means of recovering Erroneously Awarded Compensation based on the particular facts and circumstances. Notwithstanding the foregoing, except as set forth in Section B (2) below, in no event may the Company accept an amount that is less than the amount of Erroneously Awarded Compensation in satisfaction of an Executive Officer’s obligations hereunder.

- (iii) To the extent that the Executive Officer has already reimbursed the Company for any Erroneously Awarded Compensation Received under any duplicative recovery obligations established by the Company or applicable law, it shall be appropriate for any such reimbursed amount to be credited to the amount of Erroneously Awarded Compensation that is subject to recovery under this Compensation Recovery Policy.
- (iv) To the extent that an Executive Officer fails to repay all Erroneously Awarded Compensation to the Company when due, the Company shall take all actions reasonable and appropriate to recover such Erroneously Awarded Compensation from the applicable Executive Officer. The applicable Executive Officer shall be required to reimburse the Company for any and all expenses reasonably incurred (including legal fees) by the Company in recovering such Erroneously Awarded Compensation in accordance with the immediately preceding sentence.
- (2) Notwithstanding anything herein to the contrary, the Company shall not be required to take the actions contemplated by Section B(1) above if the Committee determines that recovery would be impracticable *and* any of the following three conditions are met:
 - (i) The Committee has determined that the direct expenses paid to a third party to assist in enforcing the Compensation Recovery Policy would exceed the amount to be recovered. Before making this determination, the Company must make a reasonable attempt to recover the Erroneously Awarded Compensation, documented such attempt(s) and provided such documentation to the Nasdaq;
 - (ii) Recovery would violate home country law where that law was adopted prior to November 28, 2022, provided that, before determining that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on violation of home country law, the Company has obtained an opinion of home country counsel, acceptable to the Nasdaq, that recovery would result in such a violation and a copy of the opinion is provided to Nasdaq; or
 - (iii) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code of 1986, as amended, and regulations thereunder.

C. DISCLOSURE REQUIREMENTS

The Company shall file all disclosures with respect to this Compensation Recovery Policy required by applicable U.S. Securities and Exchange Commission ("**SEC**") filings and rules.

D. PROHIBITION OF INDEMNIFICATION

The Company shall not be permitted to insure or indemnify any Executive Officer against (i) the loss of any Erroneously Awarded Compensation that is repaid, returned or recovered pursuant to the terms of this Compensation Recovery Policy, or (ii) any claims relating to the Company's enforcement of its rights under this Compensation Recovery Policy. Further, the Company shall not enter into any agreement that exempts any Incentive-based Compensation that is granted, paid or awarded to an Executive Officer from the application of this Compensation Recovery Policy or that waives the Company's right to recovery of any Erroneously Awarded Compensation, and this Compensation Recovery Policy shall supersede any such agreement (whether entered into before, on or after the Effective Date of this Compensation Recovery Policy).

E. ADMINISTRATION AND INTERPRETATION

This Compensation Recovery Policy shall be administered by the Committee, and any determinations made by the Committee shall be final and binding on all affected individuals.

The Committee is authorized to interpret and construe this Compensation Recovery Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Compensation Recovery Policy and for the Company's compliance with Nasdaq Rules, Section 10D, Rule 10D-1 and any other applicable law, regulation, rule or interpretation of the SEC or Nasdaq promulgated or issued in connection therewith.

F. AMENDMENT; TERMINATION

The Committee may amend this Compensation Recovery Policy from time to time in its discretion and shall amend this Compensation Recovery Policy as it deems necessary. Notwithstanding anything in this Section F to the contrary, no amendment or termination of this Compensation Recovery Policy shall be effective if such amendment or termination would (after taking into account any actions taken by the Company contemporaneously with such amendment or termination) cause the Company to violate any federal securities laws, SEC rule or Nasdaq rule.

G. OTHER RECOVERY RIGHTS

This Compensation Recovery Policy shall be binding and enforceable against all Executive Officers and, to the extent required by applicable law or guidance from the SEC or Nasdaq, their beneficiaries, heirs, executors, administrators or other legal representatives. The Committee intends that this Compensation Recovery Policy will be applied to the fullest extent required by applicable law. Any employment agreement, equity award agreement, compensatory plan or any other agreement or arrangement with an Executive Officer shall be deemed to include, as a condition to the grant of any benefit thereunder, an agreement by the Executive Officer to abide by the terms of this Compensation Recovery Policy. Any right of recovery under this Compensation Recovery Policy is in addition to, and not in lieu of, any other remedies or rights of recovery that may be available to the Company under applicable law, regulation or rule or pursuant to the terms of any policy of the Company or any provision in any employment agreement, equity award agreement, compensatory plan, agreement or other arrangement.

H. DEFINITIONS

For purposes of this Compensation Recovery Policy, the following capitalized terms shall have the meanings set forth below.

- (1) **"Accounting Restatement"** means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (a "Big R" restatement), or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a "little r" restatement).
- (2) **"Clawback Eligible Incentive Compensation"** means all Incentive-based Compensation Received by an Executive Officer (i) on or after the effective date of the applicable Nasdaq rules, (ii) after beginning service as an Executive Officer, (iii) who served as an Executive Officer at any time during the applicable performance period relating to any Incentive-based Compensation (whether or not such Executive Officer is serving at the time the Erroneously Awarded Compensation is required to be repaid to the Company), (iv) while the Company has a class of securities listed on a national

securities exchange or a national securities association, and (v) during the applicable Clawback Period (as defined below).

- (3) **“Clawback Period”** means, with respect to any Accounting Restatement, the three completed fiscal years of the Company immediately preceding the Restatement Date (as defined below), and if the Company changes its fiscal year, any transition period of less than nine months within or immediately following those three completed fiscal years.
- (4) **“Erroneously Awarded Compensation”** means, with respect to each Executive Officer in connection with an Accounting Restatement, the amount of Clawback Eligible Incentive Compensation that exceeds the amount of Incentive-based Compensation that otherwise would have been Received had it been determined based on the restated amounts, computed without regard to any taxes paid.
- (5) **“Executive Officer”** means each individual who is currently or was previously designated as an “officer” of the Company as defined in Rule 16a-1(f) under the Exchange Act. For the avoidance of doubt, the identification of an executive officer for purposes of this Compensation Recovery Policy shall include each executive officer who is or was identified pursuant to Item 401(b) of Regulation S-K or Item 6.A of Form 20-F, as applicable, as well as the principal financial officer and principal accounting officer (or, if there is no principal accounting officer, the controller).
- (6) **“Financial Reporting Measures”** means measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and all other measures that are derived wholly or in part from such measures. Stock price and total shareholder return (and any measures that are derived wholly or in part from stock price or total shareholder return) shall, for purposes of this Compensation Recovery Policy, be considered Financial Reporting Measures. For the avoidance of doubt, a Financial Reporting Measure need not be presented in the Company’s financial statements or included in a filing with the SEC.
- (7) **“Incentive-based Compensation”** means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure.
- (8) **“Nasdaq”** means The Nasdaq Stock Market.
- (9) **“Received”** means, with respect to any Incentive-based Compensation, actual or deemed receipt, and Incentive-based Compensation shall be deemed received in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive-based Compensation award is attained, even if the payment or grant of the Incentive-based Compensation to the Executive Officer occurs after the end of that period.
- (10) **“Restatement Date”** means the earlier to occur of (i) the date the Board, a committee of the Board or the officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement.

Effective as of October 2, 2023.

Exhibit A

ATTESTATION AND ACKNOWLEDGEMENT OF COMPENSATION RECOVERY POLICY

By my signature below, I acknowledge and agree that:

- I have received and read the attached Compensation Recovery Policy for the Recovery of Erroneously Awarded Compensation (this "**Compensation Recovery Policy**").
- I hereby agree to abide by all of the terms of this Compensation Recovery Policy both during and after my employment with the Company, including, without limitation, by promptly repaying or returning any Erroneously Awarded Compensation to the Company as determined in accordance with this Compensation Recovery Policy.

Signature:

Printed Name:

Date:



Code of Ethics and Business Conduct

(Originally adopted August 20, 2020; revised March 7, 2023)

A MESSAGE FROM MAXEON'S CEO



At Maxeon, we give our customers and employees the power to make a positive impact on our world and the communities where we operate.

Our innovative solar technology and best-in-class sustainability practices raise the bar for the entire solar industry, as we lead the fight against climate change. And our broad global reach, combined with local expertise, make us uniquely suited to fulfill our purpose of Powering Positive Change™.

How we conduct ourselves and our business, however, is as important as the ultimate outcome. As one of our core values remind us, “We hold ourselves to a higher standard,” with each of us responsible for doing the right thing and operating with ethical integrity. That’s why I’m providing you with these guiding principles. It’s critical that all Maxeon team members, consultants, vendors and suppliers, and all others who represent Maxeon, take the time to read and understand our Code of Ethics and Business Conduct. It guides our behavior in everything we do.

You’ll find the answers to many of your questions in this document. If you can’t find it here, just ask your manager for guidance. You can also contact our Chief Ethics and Compliance Officer or contact the Maxeon [Compliance & Ethics Helpline](#). We’ll keep all information confidential and treat it with the utmost discretion. **We** do not tolerate retaliation against anyone who seeks help or reports concerns.

At Maxeon, “*We thrive together*” when we deliver value to our stakeholders without compromising our high ethical standards. I’m confident that each of us will place the same pride and integrity in our conduct as we do in our world-class solar products, each and every day.

Sincerely,

Bill Mulligan

CEO, Maxeon Solar Technologies, Ltd

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OVERVIEW

At the core of Maxeon Solar Technologies, Ltd. (collectively with our affiliates and subsidiaries, “Maxeon”) is the commitment to conduct every activity with the highest level of integrity. Maxeon has adopted this Code of Ethics and Business Conduct (our “Code”) as a non-exhaustive set of rules and principles we at Maxeon live by each and every day.

Maxeon’s core values are the foundation of our Code:

We Push the Boundaries

- We are driven to take solar technology higher, faster and farther than ever before
- We are proud that our record-breaking solar technology empowers our customers to set records of their own

We Hold Ourselves to a Higher Standard

- We believe raising the bar for the entire solar industry is essential in the fight against climate change
- We strive for the highest integrity, safety, quality and for panels as clean as the solar power they produce

We Thrive Together

- Trusting our local sales and installation partners and experts around the globe keeps us a step ahead
- We empower our customers to make a positive impact on the world

1. OUR CODE

Our Code is a statement of Maxeon’s expectations regarding personal and corporate conduct. It applies to all members of the Maxeon team, including employees, officers, directors, and Maxeon’s Board of Directors, other parties who represent Maxeon as well as to our suppliers, vendors and partners. All such personnel and corporate bodies must comply with our Code and seek to avoid even the appearance of improper behavior. Employees who violate the standards in our Code may be subject to disciplinary action, including dismissal, and violations involving illegal behavior may be reported to the appropriate authorities. Third parties that fail to live up to our Code will lose the opportunity to do business with us. If you have any questions regarding our Code, you should consult with Maxeon’s Chief Ethics and Compliance Officer.

It is your responsibility to understand the legal requirements surrounding your job and areas of expertise and responsibility. While our Code covers a wide range of business practices and procedures, it does not cover every issue that may arise. More specific day-to-day procedures are outlined in Maxeon’s policies – you will find links to many of these policies throughout this document, or refer to <https://corp.maxeon.com/esgpolicies>

Our Code and our values should guide the decisions you make on behalf of the Company. If you are ever unsure whether a particular course of action is ethical, ask yourself:

- Is it consistent with Maxeon’s core values?
- Is it legal, in accordance with international industry best standards and consistent with our Code and the Company’s policies, procedures and guidelines?
- Will it harm the Company’s reputation or my own?

If, after reviewing our policies and procedures and considering the questions above, you are still uncertain, discuss the issue with your supervisor or our Chief Ethics and Compliance Officer, or contact the [Compliance & Ethics Helpline](#).

2. OUR ETHICAL CULTURE

Our culture of integrity is informed by our core values and is cultivated by the shared set of behaviors we expect all members of the Maxeon team to demonstrate.

Guiding Behavior

➤ **Maxeon employees must:**

- always tell the truth;
- understand and comply with applicable laws and Maxeon policies;
- read our Code at least once a year;
- complete trainings and certifications required by Maxeon;
- use good judgment and avoid even the appearance of improper conduct;
- seek guidance when questions arise about the right course of action to take;
- intervene to prevent others from acting if you become aware that they are contemplating violating the law or our Code; and
- raise concerns and report possible violations of the law or our Code to their supervisor, the [Compliance & Ethics Helpline](#), or through one of the other reporting channels outlined under the “Reporting Violations” section of our Code.

Annual Compliance Training and Acknowledgment: All Maxeon employees and contractors are required to complete annual online training on the Code and sign the accompanying Annual Acknowledgment of Support. If practicable, Maxeon employees should also attend an in-person training on the Code provided from time to time at Maxeon’s premises around the world by a member of the Legal Department. As part of the Acknowledgment, you will be asked to confirm that you are not aware of any violations of our Code.

➤ **Maxeon employees who manage others must:**

- create and foster an environment that encourages open and candid communications;
- create and foster an environment that empowers employees to make ethical decisions;
- periodically, but no less than once a year, discuss our Code with their team to ensure that they understand their ethical and legal responsibilities;
- make sure all of their team members complete required trainings;
- monitor and correct the conduct of all employees under their supervision; and
- make a report to Maxeon’s [Compliance & Ethics Helpline](#) if an employee raises a concern constituting a possible violation of our Code, the law, or any Maxeon policy, and take all necessary steps to protect that employee from retaliation.

➤ **In addition to individual employee accountability for creating and maintaining Maxeon’s ethical culture, Maxeon will:**

- encourage a “Speak Up” culture of open and candid communications;
- make sure that employees who make a report about a possible violation of our Code are protected from any form of retaliation; and
- diligently investigate all reports of possible violations and effectively resolve and remediate violations.

3. COMPLY WITH THE LAW

As a global company headquartered in the Singapore and listed on Nasdaq in the United States, Maxeon and its local subsidiaries and affiliates are responsible for complying with Singapore laws, United States laws and the local legal, regulatory, and institutional frameworks wherever it does business. This means that you must

follow the laws in all countries and jurisdictions to which you conduct business on Maxeon's behalf, as well as certain Singapore and U.S. laws.

In particular, you should be aware of the following legal areas that impact our business:

Anti-Corruption Laws

Maxeon has no tolerance for bribery or kickbacks of any kind. Regardless of local custom, industry practice, or pressure to close a deal, we will not compromise our standards or risk our reputation. Employees should be aware of and comply with the law and Maxeon's Global Anti-Corruption Compliance Policy, available at <https://corp.maxeon.com/esgpolicies>.

- **Commercial Bribery:** We award contracts to suppliers based on the integrity of our suppliers as well as quality and price. It is strictly forbidden to accept money or gifts from suppliers to influence the awarding a contract. Anything received of value over US\$100 (or less, depending on the jurisdiction) must be reported under the Gifts and Entertainment Policy, available at <https://corp.maxeon.com/esgpolicies>. Furthermore, we market our products based on quality, service and price. No one is permitted to directly, or indirectly through third parties, offer or use inappropriate gifts, excessive entertainment or anything of value as improper means to influence customers or prospective customers.

Example: A Purchasing Manager runs into a former employee at a local shopping mall. The former employee now works for one of Maxeon's potential suppliers currently engaged in bidding process. The former employee offers the Purchasing Manager some cash 'off the books' if the Purchasing Manager will only provide some inside information on what other bidders are offering and help the potential supplier secure the contract. This is strictly forbidden under the Code and will result in consequences up to termination for a Maxeon employee participating in such conduct.

- **Official Bribery:** Bribing a Government official directly or indirectly is illegal in every country where we conduct business, including without limitation in Singapore under the Prevention of Corruption Act and the United States under the Foreign Corrupt Practices Act, each of which have extra-territorial jurisdiction. Bribery can result in reputational harm, significant fines and even criminal penalties against you, Maxeon's directors and officers and/or Maxeon itself. Maxeon has zero tolerance for offering or giving anything of value, directly or indirectly, to Government officials or their family members, whether directly or through intermediaries, in order to secure official Governmental action that favors Maxeon.
- **Gifts to Governmental Officials:** In many countries, it is considered common courtesy to provide token/ceremonial gifts or meals to governmental officials on certain occasions to help build relationships. While giving such gifts is disfavored in principle, in the rare cases where the situation merits making such a gift, all such gifts are required to meet the following criteria:
 - be pre-approved in accordance with Maxeon's Global Anti-Corruption Compliance Policy;
 - comply with the monetary limits set forth by market in Maxeon's Gifts and Entertainment Policy, available at <https://corp.maxeon.com/esgpolicies>
 - be given openly and transparently;
 - be properly recorded in the Company's books and records; and
 - comply with the Singapore Prevention of Corruption Act, the US Foreign Corrupt Practices Act and any applicable local laws.

Gifts and entertainment, including meals, of any kind should be avoided with Government officials before which Maxeon has pending applications, proposals, bids or other business.

- **Import-Export & Trade Laws:** Our business operations and products touch countries all around the world, and we are accountable to laws and regulations in a number of different jurisdictions, including without limitation the United States Office of Foreign Assets Controls (“OFAC”) and the European Union Consolidated Financial Sanctions List. These laws include, among other things, embargos, export controls on tools containing sensitive technologies with ‘dual use’ potential, anti-boycott regulations, and prohibitions on traveling to or from or doing business with a sanctioned country or sanctioned entity. These laws and regulations apply to several aspects of our business, not just the physical importation and shipment of products. For example, these laws may apply to technology transfers across borders.

Example: Russia was recently hit with sanctions. These included sanctions against Russian companies, Russian citizens and the Russian Central Bank. The sanctions were issued by the United States, The European Union, the United Kingdom, Singapore and elsewhere. It is critical that Maxeon and its suppliers do not do business with any of the newly sanctioned entities.

If your work involves purchasing tools and equipment from overseas, international travel, or the sale of products, technologies, or services across international borders, review the Export Management and International Trade Compliance Policy and Procedures to be sure you understand how export laws may apply to your work.

- **Money Laundering Laws:** Money laundering is the process by which individuals or entities try to hide or “launder” illegally received funds or otherwise make the source of their illicit funds look legitimate. No Maxeon personnel should attempt to conceal or “launder” illegally received funds or make the source of any funds appear legitimate.

Be alert for and report to the [Compliance & Ethics Helpline](#) any suspicious transactions or requests such as:

- large cash payments;
 - requests to accept payment from or to make payments to a third party or an affiliated entity, who is not party to a contract; or
 - requests to send funds to a country other than where the buyer or seller are located.
- **Competition Laws:** We treat our competitors fairly and adhere to all laws designed to protect competition. Fair dealing and antitrust laws protect industry competition by generally prohibiting formal or informal agreements between competitors that seek to manipulate prices or unfairly impact competitors. Always avoid taking actions that could be interpreted as an illegal agreement with competitors (or suppliers) to restrict or diminish competition. For example, you should not:
 - agree with competitors to divide sales territories, assign customers;
 - exchange information (or make agreements) with competitors regarding pricing, contract terms, costs, marketing plans or other terms that are competitively significant; or
 - violate fair bidding practices or bidding quiet periods.

Examples of prohibited behaviors include price fixing, limiting production, or allocating markets or territories.

If you have questions or concerns, consult the Chief Ethics and Compliance Officer.

4. ACT WITH INTEGRITY

Relationships are built on the quality of our products, the services that we provide and the fact that we serve our customers honestly and with integrity. Having integrity requires that we embrace good

corporate practices and never allow personal interests to influence (or appear to influence) us when performing our duties. You should always act honestly, be transparent and avoid conflicts of interest when representing Maxeon.

Personal Relationships & Conflicts of Interest

All Maxeon personnel have a duty of loyalty to Maxeon to further its goals, to work on behalf of its best interests, and to avoid any apparent and actual conflicts between personal interests and those of Maxeon. You should not use your position at Maxeon to obtain favorable treatment for yourself, relatives, or others with whom you have a significant personal or financial relationship. This applies to product purchases (except for any employee purchase or friends and family purchase programs), sales, investment opportunities, hiring, promoting, selecting contractors or suppliers, or any other Maxeon business matter.

Maxeon personnel should not participate in any business decision that could benefit an individual with whom they have a close personal or financial relationship.

Additionally, personal relationships in the workplace may present an actual or perceived conflict of interest when one individual in the relationship is in a position to make or influence employment decisions regarding the other. If you find yourself in such a relationship, you must notify Human Resources so they may assist you in resolving any potential conflicts. Employees should not allow their relationships to disrupt the workplace or interfere with their work or judgment. For additional information, contact Human Resources.

Employees must disclose potential or actual conflicts of interests before taking any action that may be seen as impacting their ability to make an impartial decision in Maxeon's best interest. Declarations should be made using Maxeon's Conflicts of Interest Disclosure and Pre-Approval Form, which is available from "the grid" or by contacting our Chief Ethics and Compliance Officer (GeneralCounsel@maxeon.com).

Q&A:

What is a conflict of interest?

A situation in which a person has a private or personal interest that may influence, or appear to influence, his or her conduct as an employee or contractor of Maxeon.

How do I know when a conflict of interest exists?

It is important to keep in mind that it is the appearance of influence that triggers the conflict, not whether a particular person has been influenced in fact. If you are at all uncertain about a potential conflict of interest, seek guidance from your supervisor or the Chief Ethics and Compliance Officer.

Can you give an example of a conflict of interest or a situation of potential divided loyalty?

Example 1: Your cousin owns a business that is being considered as a potential supplier for Maxeon and you are one of the decision makers responsible for awarding the work.

Example 2: You work in human resources and your friend who is recently unemployed asks you if you can help get a job they are not qualified for.

Gifts & Entertainment

Giving and receiving modest gifts or entertainment can strengthen our business relationships – provided that gifts and entertainment are appropriate for the situation, not offered to improperly influence a business decision, and consistent with Maxeon’s policies. While Maxeon allows certain courtesies, entertainment, modest gifts, and occasional meals for potential and existing customers or others involved with aspects of our business, such expenses must be:

- reasonable and in alignment with our Gifts and Entertainment Policy, available at <https://corp.maxeon.com/esgpolicies>
- authorized;
- properly declared and recorded in the books and records of the Company;
- consistent with applicable law including the Singapore Prevention of Corruption Act and the US Foreign Corrupt Practices Act;
- not for the purpose of obtaining special or favored treatment; and
- a customary business gift that would not embarrass Maxeon if publicly disclosed; and
- infrequent.

Lavish or excessive gifts or entertainment are prohibited, and giving or receiving cash or cash equivalents is viewed as a bribe or kickback and is always against Maxeon policy. Extra care should be given if the recipient of the gift or entertainment is a Government official. Maxeon has set specific guidelines relating to gifts and entertainment being provided.

Q&A:

Do I have to follow Maxeon policy with respect to gifts if I pay for them myself?

Yes. Maxeon’s policies regarding gifts and entertainment apply if the gift is given for business reasons and you are representing Maxeon, whether or not you seek reimbursement.

Business Opportunities

Maxeon personnel may not take advantage of business opportunities that they learn about through their work with Maxeon or direct those opportunities to a third party unless Maxeon has already been offered and declined the opportunity.

Outside Employment and Inventions

Full time employees must have prior written approval from their supervisor and the Human Resources Department before providing services to another for-profit business or before participating in inventions or businesses that are in the same area as your work for Maxeon. Employees must never provide services to a competitor while they are employed by Maxeon. Any employee who obtains additional outside employment, has an outside business, or is working on an invention in areas related to the work done at Maxeon must comply with the following rules.

- You may not use any time at work or any Maxeon assets for your other job, outside business, or invention. This includes using Maxeon workspace, phones, computers, Internet access, copy machines, and any other Maxeon assets or services.
- You may not use your position at Maxeon to solicit work for your outside business or other employer, to obtain favored treatment, or to pressure others to assist you in working on your invention.
- You must not participate in an outside employment activity that could have an adverse effect on your ability to perform your duties at Maxeon.

- You may not use confidential Maxeon information to benefit your other employer, outside business, or invention.

Q&A:

May I serve on the board of directors of an outside enterprise or organization?

Yes, as long as you obtain the appropriate approvals. Maxeon personnel must obtain written permission from their manager and a Vice President or above of the Company, as well as the General Counsel, before accepting any board positions for non-profit or for-profit organizations. Vice Presidents and above must obtain written permission from the CEO before accepting such positions. All employees should be mindful of and continue to comply with their obligations to maintain Maxeon confidential information in strict confidence in connection with the service on any boards.

Insider Trading

Trading in Maxeon securities while you are in possession of material non-public information, or providing a family member, friend, or any other person with a “tip,” is illegal. You should never use inside information for personal gain. Contact Stock Administration or the Chief Ethics and Compliance Officer with any questions about your ability to buy or sell securities. For additional information, guidance and advice, read the Insider Trading Policy, available at <https://corp.maxeon.com/esgpolicies>

Competitive Intelligence Gathering

Maxeon does not permit the unlawful use of trade secrets, and no one should attempt to improperly obtain proprietary or confidential information from competitors or any other company.

Political Activities

We respect the right of our employees to participate individually in the political process and to support candidates and political parties of their choice if allowed under applicable law. However, Maxeon has adopted specific policies that must be followed if you plan on engaging in political activities on its behalf. If you plan to do so, please first secure approval from the Chief Ethics and Compliance Officer.

5. MANAGE ASSETS AND INFORMATION RESPONSIBLY

Protecting Maxeon’s Assets

Employees must always exercise good judgment in using Maxeon’s assets. Personal use of Maxeon assets (such as laptops, mobile devices, printers, etc.) should be minimal, not interfere with job performance, and must comply with all laws as well as the highest standards of professionalism, decency and common sense. If you become aware of a theft or misuse of Maxeon’s property, promptly report it to your supervisor.

Employees must always be diligent when using Maxeon computers, personal computing devices and otherwise accessing Maxeon applications and follow our recommendations for prevention of phishing and other breaches of data security. If you become aware of any data breaches, promptly contact our Chief Information Officer.

For additional information, guidance and advice, read the [Acceptable Use of Information Resources and Processing of Personal Data](#) Policy.

Maxeon’s Inventory

Maxeon’s inventory of cells (and their raw materials such as copper), solar panels and other products are often stored at Maxeon premises and warehouses operated by Maxeon or by a third-party. These items are the property of Maxeon and even if defective or damaged remain the property of Maxeon and may not be taken or otherwise disposed of by Maxeon Employees without proper approvals. Please

route requests through Maxeon Gives program or get approvals from our legal, human resources and tax departments.

Confidential Information

Example: After months of hard work leading to a breakthrough in functionality, a Design Engineer copies her work onto a personal external drive and takes it home in order to make sure that she retains her work, even if she later leaves Maxeon. This unauthorized use of intellectual property (“IP”) is a violation of our Code.

Confidential information can include a variety of materials and information regarding Maxeon’s operations and plans. For example, confidential information can include product development designs, patents, trademarks, copyrights, design and manufacturing processes, programming techniques and algorithms, source code, information regarding Maxeon’s financial health, salary and personnel information, and sales and marketing plans. Confidential information must be held in the strictest confidence and may not be disclosed to any third party unless the third party has signed a nondisclosure agreement approved by management. Even within Maxeon, such information should be divulged only to persons having a need to know it in order to carry out their job responsibilities. Consistent with the foregoing, you should be discreet with confidential information and not discuss it in public places.

Likewise, we respect the IP rights of others and do not tolerate the unauthorized use of anyone else’s IP. Before soliciting, accepting, or using another company’s IP, please seek guidance from the Chief Ethics and Compliance Officer to ensure that you have permission and that appropriate licensing documents are in place.

For additional information, guidance and advice, read our statement on the Acceptable Use of Information Resources and Processing of Personal Data and the Trade Secrets and Confidential Information Policy.

Q&A:

I received an e-mail containing confidential pricing information from a competitor against whom we are bidding for a government contract. Can I use this information to improve our bid?

No. If you receive confidential information under unusual circumstances, send the information back to the owner and delete all copies of it on your system. Do not share the information further.

I believe disclosure of confidential Company information to a vendor or other third party is necessary and appropriate in connection with a potential transaction. Can I disclose the information?

First, verify that a business need for such disclosure exists. If it does, consult with your manager as well as ensure that a non-disclosure agreement (NDA) has been executed –you should consult the Legal intranet page for NDA forms. If you still have questions, be sure to consult with the Legal Department before making any disclosure.

Data Privacy and Protection

Maxeon is committed to handling the personal data of our employees, customers, and others responsibly and in compliance with applicable data protection regulations around the world. We have implemented a variety of security measures to maintain the safety of this information. It is the responsibility of every employee to understand and consent to the Employee Privacy Notice, read and

comply with Maxeon's Global Privacy Policy, and to understand and comply with the data protection regulations that apply to the employee's work at Maxeon.

Records Retention

Work product created by Maxeon personnel and information collected in furtherance of Maxeon's business are important Company assets. Accordingly, Maxeon personnel must always comply with all applicable records management policies and legal hold notices. These policies apply to all records created by Maxeon, including both hard copies and electronic files on your Maxeon computer or mobile device.

Example: A diligent HR Specialist saves copies of all correspondence, including all emails. In order to avoid losing emails due to automatic archiving and deletion, the HR Specialist saves work-related emails to a folder on his hard drive. The HR Specialist rarely deletes these emails. This practice likely violates Maxeon's document retention policies, and creates additional legal risk for the company.

For additional information, guidance and advice, read the Records Management Policy and be certain that you understand how they may apply to your work.

Authority to Act for Maxeon

It is your responsibility to know the limits of your authority to obligate Maxeon. Never act outside the limits of your delegated authority.

For additional information, guidance and advice, consult the Corporate Approval Policy and/or your manager.

6. REPRESENT YOURSELF AND THE COMPANY ACCURATELY

Accurate Records and Reports

Accurate records are critical to meeting Maxeon's legal, financial, and management obligations. Never misstate facts, omit critical information or modify records or reports in any way to mislead others, and never assist others in doing so. We maintain books and records that are accurate, complete, and fairly stated. As such, all financial transactions must be correctly and timely recorded in compliance with Maxeon's internal controls and procedures. No unrecorded funds or assets may be created or maintained for any purpose. Creating false or misleading records is strictly prohibited and may violate a number of laws, including the US Sarbanes-Oxley Act, which may trigger both financial and criminal liability for the employee and/or Maxeon due to Maxeon's NASDAQ listing in the United States.

Business Expenses

All Maxeon Personnel must comply with policies and procedures relating to business expenses, such as meal and travel expenses, and are obligated to submit accurate expense reimbursement requests supported by valid documentation. For additional information, guidance and advice, consult the Corporate Travel and Expense Policy.

Communicating with our Suppliers and Customers

We treat our suppliers and customers as we would expect to be treated ourselves. This means that we treat all suppliers and customers fairly. All communications with suppliers and customers should be transparent, accurate, and free from misrepresentations. We deal with suppliers and market and service our products with candor, integrity, and honesty.

Responsible Marketing

Maxeon complies with all legal and regulatory requirements relating to marketing of its products and services. We market our products and services accurately and will not mislead our customers through ambiguity, exaggeration, omission, or by otherwise making false or misleading statements. We will earn our customers' business on our own merit and not by disparaging our competitors or by making false claims about their products or services. All public disclosures or statements made to the media will be clear, contain verifiable facts, and be made by authorized individuals and through authorized channels. For additional information, guidance and advice, read the External Communications Policy.

Public Speaking and Press Inquiries

Employees may not speak on behalf of Maxeon, including to the media, unless they have been authorized to do so by the Corporate Communications staff. Employees permitted to speak on Maxeon's behalf must always be truthful, accurate, and respectful in their communications.

All inquiries from the press or the financial analyst community must be referred to Corporate Communications or Investor Relations.

Example: A Senior Engineer is asked to give a short industry presentation during a conference on current trends in technology in the solar power industry. Before proceeding, the Senior Engineer must receive written approval in advance from the Corporate Communications staff.

For additional information, guidance and advice, read the External Communications Policy.

Social Media

While Maxeon respects personal privacy, it is important to remember that what you do or say through social media channels may be attributed to Maxeon, even when it is not your intention. Be careful when posting opinions on the Internet and in particular social media such as Facebook and TikTok as well as chat groups on WhatsApp and Viber. Never assume that your posts or messages sent to large groups will be anonymous. Always act with integrity, honesty and fairness and never suggest that your posts are made on behalf of Maxeon unless you receive authorization prior to posting.

7. IMPROVE THE PLANET AND THE COMMUNITIES IN WHICH WE OPERATE

Corporate Citizenship

Maxeon has implemented a comprehensive Environment, Social and Governance (ESG) program, a core initiative that is one of the key ways we live our values. This includes the annual issuance of a Sustainability Report, which is the product of robust reporting on a variety of metrics driven by international industry best standards.

Environmental Stewardship

As a renewable energy company, Maxeon plays an important role in accelerating the transition to a regenerative economy. We are steadfastly committed to conducting a business that promotes a healthy, safe, clean and green environment. We strive to be in-line with best practices in product environmental stewardship. It is our goal to have our company be synonymous with positive environmental impact.

Each employee should embrace it as their goal to preserve and regenerate our environment both individually and organizationally by contributing to Maxeon's global environmental stewardship.

Labor Practices – Human Rights and Modern Slavery

Maxeon is committed to human rights. This means that Maxeon, as well as its business partners and third-party agents, complies with labor laws everywhere it operates. Importantly, we are firmly

committed to fair labor standards and prohibit slavery of all kinds (traditional and modern), human trafficking, child or forced bonded, or any other exploited labor practices, both at Maxeon and throughout our supply chain to the raw materials, including traceability measures in line with industry best practices.

For more information, see our Global Human Rights Policy, available at <https://corp.maxeon.com/esgpolicies>

Conflict Minerals

Maxeon expects its suppliers and partners to know from where their resources originate and to verify that their products are not made using materials from areas of conflict, such as the Democratic Republic of Congo or neighboring countries (Sudan, Uganda, Rwanda, Burundi, Tanzania, Zambia, Angola, and the Central Africa Republic). Maxeon is committed to supply chain due diligence in line with Section 1502 of the USA Dodd Frank Act and fully supports efforts to eradicate the use of conflict minerals that may directly or indirectly finance or benefit armed groups.

For more information, see our Conflict Minerals Policy, available at <https://corp.maxeon.com/esgpolicies>

Grievance Mechanism

All stakeholders are encouraged to raise any grievances with respect to compliance with the above policies with your manager, Maxeon contact or at our Compliance & Ethics Helpline. Maxeon's Legal team, Human Resources and the Investigations Coordination Committee (when appropriate) will consider any such complaints holistically, investigate and take appropriate actions to remediate.

8. THRIVE TOGETHER

We value a culture of respect and have a long-standing commitment to a work environment that respects the dignity of each individual. We encourage the free exchange of ideas among our employees and strive to create an environment where employees feel comfortable expressing their ideas and opinions. We respect everyone's perspective on how to grow our business and will be open and honest with one another. Put yourself in the shoes of a colleague who may be advocating a position or strategy different than yours. Even if you disagree, consider their alternative view and competing pressures. Do not limit yourself to thinking only about what is best for your line of business or department, but consider what is in the best interest for Maxeon overall.

Workplace Safety and Health

All Maxeon personnel are entitled to a safe, clean, and healthy working environment that complies with all relevant rules, regulations, policies and laws. To facilitate this type of environment, employees must comply with all security policies and procedures and promptly report any concerns or security threats. All jobs and processes should be planned and performed in a safe, healthy, and environmentally-sound manner.

Under no circumstances should anyone bring a weapon to work. Additionally, all business activities must be conducted with all necessary permits, approvals, and controls. Maxeon will not tolerate illegal drug use or intoxication on its premises or when employees are conducting business.

Maxeon's human resources policies are available internally on the Grid Employee Services page.

Non-Discrimination

The diversity of our employees is a tremendous asset. We base employment decisions on merit, job qualifications, performance, and other business-related criteria and will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant or employee. Maxeon is committed to providing equal opportunity in all aspects of employment and will

not tolerate discrimination on the basis of race, creed, color, religion, national origin, sex, disability, sexual orientation, gender identity, age, or affiliation with a political, religious, union organization, or minority group and will comply with all applicable laws.

Harassment-Free Work Environment

Maxeon will not tolerate harassment of any kind. We expect all employees to behave in a respectful and professional manner at all times and avoid engaging in a disrespectful, hostile, violent, intimidating, threatening or harassing manner towards one another. This includes sexual harassment, or harassment based on religion or ethnicity or disability or other identifiable characteristics mentioned above under non-discrimination.

9. ASKING QUESTIONS, RESPONDING TO CONCERNS, AND REPORTING VIOLATIONS

Seeking Guidance

Situations that may concern a violation of ethics, laws, or our Code may not always be clear and may require difficult judgments. Anyone who is unsure about the appropriateness of an action should ask the following questions:

- Is it legal?
- Is it in line with our Code, and with Maxeon's policies and values?
- How does it appear?
- How does it feel?
- Does it reflect positively on Maxeon?

If the answer to any of these is "no" or "I don't know," you should ask for guidance in resolving the situation.

Remember, our Code cannot address every situation that Maxeon and its personnel may encounter. Accordingly, you should always seek guidance whenever you are unsure of how to proceed when you have concerns. You are encouraged to contact your immediate supervisor. However, if you are uncomfortable discussing the matter with him or her, or if the response to your query is insufficient, you should contact your local HR manager, your supervisor's supervisor (and up the reporting structure, as necessary), the Chief Ethics and Compliance Officer, or the [Compliance & Ethics Helpline](#).

Maxeon Compliance & Ethics Helpline (also known as 'Whistleblower Hotline')

The [Compliance & Ethics Helpline](#) is available 24 hours a day, 7 days a week online or by phone to answer your questions on business conduct issues, policies, regulations and compliance with legal requirements. It also allows you to report known or potential violations of the law or our Code to Maxeon. When making a report, the more information you can provide, the easier it will be for Maxeon to investigate and appropriately respond to your report.

Reports may be made in multiple languages. An independent third party administers the Helpline, including web-based reports. Where permitted, you may report anonymously. Caller ID is never used and there will be no effort to trace your call.

The Helpline is committed to keeping your issues and identity confidential. Your information will be shared only with those who have a need to know, such as those involved in answering your questions or investigating and correcting issues you raise. If your information involves, finance, accounting, or auditing, the law may require that necessary information be shared with the Board of Directors.

For violations of accounting and audit matters in particular, please refer to the Whistleblower Policy Regarding Accounting and Auditing Matters, available at <https://corp.maxeon.com/esgpolicies>.

Reporting Violations

You may report actual or possible violations of the law or our Code through any of the following channels:

- Maxeon's [Compliance & Ethics Helpline](#);
- Any member of Maxeon's leadership;
- Your immediate supervisor;
- The appropriate Legal Counsel for your region, the Chief Legal Officer, or any other member of the Legal Department; or
- A member of Human Resources.

Receiving Reports of Violations: Anyone who receives a report of an actual or possible violation of our Code must:

- forward the report to Maxeon's [Compliance & Ethics Helpline](#);
- retain the report in confidence; and
- refrain from personally investigating the report.

Failure to Report Violations: Failure to report a violation of the law or our Code is itself a violation of our Code and may result in disciplinary action, including possible termination of employment.

Cooperation

Maxeon personnel are expected to cooperate fully with any Maxeon or governmental investigation of alleged violations of our Code, laws or regulations. Maxeon personnel are required to keep their knowledge and participation in any investigation confidential to help safeguard the integrity of the investigation. However, nothing in our Code precludes an employee from reporting a violation of law to a government agency, or from cooperating in any governmental investigation.

Non-Retaliation

Maxeon will not tolerate retaliation against any employee who makes a report in good faith about a violation or possible violation of applicable law or our Code, or who participates in any investigation conducted internally or by a government enforcement agency. Employees who believe that they have been subject to retaliation should promptly report it using appropriate reporting channels listed below. This non-retaliation policy applies to:

- all complaints received by Maxeon about accounting, internal controls, or auditing matters; and
- the reporting of information about any possible violation of applicable laws or our Code that the reporter reasonably believes has occurred, is ongoing, or is about to occur.

Q&A:

What does non-retaliation mean?

Anyone who in good faith reports a possible violation of our Code, or assists in the investigation of a reported violation of our Code, will be protected by Maxeon. Similarly, any person who reasonably reports any possible violation of national or local laws or regulations will be protected. This protection continues even if the report ultimately proves to be incorrect after it is investigated.

Consequences for Violating our Code

Violating any law or our Code is a serious matter. If Maxeon determines that an employee has violated the law or our Code, that individual will be subject to disciplinary action, including possible termination of employment, loss of employment-related benefits, and, if applicable, criminal or civil proceedings. Further, Maxeon's incentive plans and programs require compliance with the law and our Code as a

condition of participation and receiving an award. An employee who violates the law within the scope of his or her employment, or who commits a serious violation of our Code, is not entitled to incentive compensation, including annual or semi-annual cash bonuses, stock options, restricted stock units, or other awards, unless prohibited by law.

Referenced and Important Maxeon Policies
Audit Committee Charter
Acceptable Use Policy
Board Diversity Statement
Compensation Committee Charter
Conflict Minerals Policy
Conflict of Interest Disclosure Form
Corporate Approval and Signature Policy
Corporate Governance Principles
Corporate Travel and Expense Policy
Export Management and International Trade Compliance Policy and Procedures
External Communication Policy
Gifts and Entertainment
Global Anti-Corruption Compliance Policy
Global Anti-Corruption Compliance Policy (Chinese)
Global Anti-Corruption Compliance Policy (French)
Global Anti-Corruption Compliance Policy (Japanese)
Global Anti-Corruption Compliance Policy (Malay)
Global Anti-Corruption Compliance Policy (Spanish)
Global Anti-Corruption Compliance Policy (Tagalog)
Global Human Rights Policy
Insider Trading Policy
Insider Trading Policy (Chinese)
Insider Trading Policy (French)
Insider Trading Policy (Japanese)
Insider Trading Policy (Malay)
Insider Trading Policy (Spanish)
Insider Trading Policy (Tagalog)
Maxeon Data Protection and Privacy Policy
Maxeon Solar Technologies Cookies Policy
Nominating and Corporate Governance Committee Charter
Records Management
Related Party Transactions

Referenced and Important Maxeon Policies
Supplier Sustainability Guidelines
Trade Secrets and Confidential Information Policy
Whistleblower Policy
Whistleblower Policy (Chinese)
Whistleblower Policy (French)
Whistleblower Policy (Japanese)
Whistleblower Policy (Malay)
Whistleblower Policy (Spanish)
Whistleblower Policy (Tagalog)

Key Maxeon Compliance Resources and Responsibilities	
Resource	Responsibility
<p>Chief Legal Officer and Chief Ethics and Compliance Officer Currently: Lindsey Wiedmann</p> <p>Deputy Chief Ethics and Compliance Officer Currently: Matthew Kasdin</p>	<ul style="list-style-type: none"> • Code of Conduct • Environment, Social and Governance (ESG) • Anti-Corruption • Sanctions • Conflicts of Interest • Modern Slavery • Export and International Trade • Corporate Approval Policy • Insider Trading • Government Incentives and Contracting • Compliance and Ethics Helpline • Whistleblower Policy
<p>Chief Human Resources Officer Currently: Tiffany See</p>	<ul style="list-style-type: none"> • Human Resources • Diversity, Equity and Inclusion
<p>Chief Information Security Officer Currently: Stephen Gani</p>	<ul style="list-style-type: none"> • Company-wide information security programs
<p>Vice President, Global Marketing & Sales Enablement Currently: Valentina Maggiore</p>	<ul style="list-style-type: none"> • Marketing and Communications
<p>Legal Director, Products & Technology Currently: Marc Robinson</p>	<ul style="list-style-type: none"> • Data Privacy
<p>Director, Internal Audit Currently: Fidel Elefante</p>	<ul style="list-style-type: none"> • Sarbanes Oxley Act ("SOX") Compliance • Investigation Coordination Committee • Risk Management • Enterprise Risk Management • Audit Consulting
<p>Director, EHS Currently: Chin Siang Yeo</p>	<ul style="list-style-type: none"> • Environment, Health and Safety



INSIDER TRADING POLICY

First adopted on August 20, 2020
As of 5 April 2024

1. Purpose

This Insider Trading Policy (the “Policy”) applies to all members of the Board of Directors, officers, employees, and consultants (referred to collectively as “Company Personnel”) of Maxeon Solar Technologies Ltd. and of its subsidiaries (all of which are referred to collectively for convenience as the “Company”). The Company may determine that other persons who have access to material nonpublic information should be subject to this Policy. This Insider Trading Policy also applies to family members of Company Personnel, other members of Company Personnel household, and entities controlled by a Company Personnel.

This Policy provides guidelines with respect to transactions in the securities of the Company and the handling of confidential information about the Company and the companies with which the Company engages in transactions or does business with. The Company’s Board of Directors has adopted this Policy to promote compliance with U.S. federal, state and foreign securities laws that prohibit certain persons who are aware of material nonpublic information about a company from: (i) engaging in transactions in the securities of that company; or (ii) providing material nonpublic information to other persons who may trade on the basis of that information. In addition, as the Company is incorporated in Singapore, trading in the securities of the Company is subject to the laws of Singapore, including the relevant provisions under the Securities and Futures Act (Chapter 289 of Singapore) (“SFA”). The SFA applies to acts both occurring within and outside Singapore. If companies like ours do not take active steps to adopt preventive policies and procedures covering securities trades by Company Personnel, the consequences could be severe.

This Policy applies to all transactions in the Company’s securities, including common stock, options for common stock and any other securities the Company may issue from time to time, such as preferred stock, warrants, bonds, notes, debentures, convertible instruments, put or call options (i.e., exchange-traded options), or other similar instruments. Transactions subject to this Policy also include *bona fide* gifts of the Company securities.

We maintain this Insider Trading Policy to avoid even the appearance of improper conduct on the part of anyone employed by or associated with our company (not just so-called insiders). We have all worked hard to establish our reputation for integrity and ethical conduct. We cannot afford to have it damaged.

2. The Consequences

Penalties for trading on or communicating material nonpublic information are severe, both for individuals involved in such unlawful conduct and their employers. A person can be subject to some or all of the penalties below even if he or she does not permanently benefit



from the violation. Penalties include:

- jail sentences of up to 20 years;
- criminal fine (no matter how small the profit) up to \$5,000,000 and, in the case of entities only, a criminal penalty of up to \$25,000,000;
- civil fines for the person who committed the violation of up to three times the profit gained or loss avoided, whether or not the person actually benefited;
- civil fines for the employer or other controlling/supervisory person of up to the greater of \$1,000,000 or three times the amount of the profit gained or loss avoided;
- disgorgement of profits including reasonable interest
- civil injunctions; and
- barring individuals from serving as officers or directors of publicly-traded companies.

Moreover, if an employee violates the Company's Insider Trading Policy, Company-imposed sanctions, including dismissal for cause, could result. Needless to say, any of the above consequences, even an SEC investigation that does not result in prosecution, can tarnish one's reputation and irreparably damage a career. Finally, it should be noted that there are no limits on the size of a transaction that will trigger insider trading liability. In the past, relatively small trades have resulted in SEC investigations and lawsuits.

In addition to sanctions against an individual who trades illegally, penalties may be assessed against what are known as "controlling persons" with respect to the violator. The term "controlling person" may include employers, its directors, officers and managerial and supervisory personnel. Individuals may also be considered "controlling persons" with respect to any other individual whose behavior they have the power to influence. For this reason, the Company's supervisory personnel are directed to take appropriate steps to ensure that those they supervise, understand and comply with the requirements set forth in this Policy.

3. Our Policy

No Trading on the Basis of Material Nonpublic Information. Company Personnel subject to this Policy have ethical and legal obligations to maintain the confidentiality of information about the Company and to not engage in transactions in Company securities while in possession of material nonpublic information. If any Company Personnel is in possession of material nonpublic information (often referred to as "insider information") relating to our Company, that person cannot, and cannot procure another person to, subscribe for, buy or sell securities of the Company or enter into an agreement to subscribe for, buy or sell securities of the Company, or engage in any other action to take advantage of, or pass on to others, that information. This Policy also prohibits buying or selling securities of other companies while in possession of material nonpublic information about those companies obtained in the course of performing services for the Company, including but not limited to our customers, partners and suppliers, our major shareholders (TotalEnergies Solar INTL SAS ("Total Solar") and TotalEnergies Gaz Electricité Holdings France SAS ("TGEHF," and together with Total Solar, "TotalEnergies") and Zhonghuan Singapore Investment and Development Pte. Ltd. (together with its parent company, TCL



Zhonghuan Renewable Energy Technology Co., Ltd., “TZE”)), and competitors or counterparties in a merger, acquisition or other strategic transaction.

Transactions that may be justifiable for independent reasons (such as the need to raise money for an emergency expenditure) are no exception. Even the appearance of an improper transaction must be avoided to preserve our reputation for adhering to the highest standards of conduct.

The term “trade” or “trading” means broadly any purchase, sale or other transaction to acquire, transfer or dispose of securities, including market option exercises, gifts or other contributions, exercises of stock options granted under the Company’s stock plans, sales or purchases of stock upon the exercise of options and trades made under an employee benefit plans.

When is Information Material? You should assume that information is material if a reasonable investor would consider the information to be important in deciding whether to buy, hold or sell securities of the Company. In short, information is material if you would expect its dissemination to affect the price of our stock. Either positive or negative information may be material. It can be information about the Company or about a company with which we do business.

Examples: Common examples of information that will frequently be regarded as material are:

- quarterly earnings, financial results and results of operations;
- projections of future sales, earnings, losses or other similar financial information;
- significant changes in backlog;
- news of a possible joint venture, merger, acquisition or tender offer, including any non-public expressions of interest in such matters from third parties;
- news of a significant sale of assets;
- significant new products or significant delays in previously announced product introduction or development;
- discoveries with the prospect of leading to new products with significant market potential or grants, allowances or disallowances of patents covering key aspects of products with significant market potential;
- changes in dividend policies, the declaration of a stock split or the offering of additional securities;
- a change of control or changes in management or board membership;
- significant transactions with related parties or material changes to existing contracts and arrangements with related parties;
- significant capital expenditures or borrowings;
- plans to raise additional capital through stock sales or otherwise;
- a call of securities for redemption or establishment of, or changes to, a program for the Company to repurchase its own stock;
- the gain or loss of a significant product sale or customer which would materially



- alter the Company's financial position or internal revenue forecast;
- significant regulatory actions concerning existing, new or proposed products;
 - significant changes in operating or financial circumstances, such as cash flow reductions or major write-offs;
 - financial liquidity problems or impending bankruptcy;
 - any action or event which had or is likely to have a special or extraordinary charge against earnings or capital;
 - the threat of new significant litigation, investigations, or enforcement actions, or important developments in existing significant litigation, investigations, or enforcement actions;
 - any significant labor disputes or hiring freezes;
 - significant developments regarding customers (e.g., significant new sales or contract renewals, breach of contract, lost sales or contract expirations);
 - significant developments regarding suppliers (e.g., loss of a supplier, new suppliers, new partnership relationships or joint development projects);
 - changes in the Company's auditors or a notification from its auditors that the Company may no longer rely on the auditors' audit report;
 - a material cybersecurity incident, such as a data breach, or any other significant disruption in the company's operations or loss, potential loss, breach of unauthorized access of its properties or assets, whether at its facilities or through its information technology infrastructure; and other
 - significant risks or incidents relating to data protection or privacy;
 - significant matters which could affect the market for Company securities, such as the intention by any party to buy or sell a large amount of Company securities; and
 - other events or developments that the Company elects or is required to disclose in a Form 6-K to be filed with the SEC.

The list of examples provided above is not exhaustive and other events may give rise to information that may be material and if disseminated would be expected to impact the price of our stock.

When is Information Nonpublic? Information is "nonpublic" if it is not available to the general public. In order for information to be considered public, it must be widely disseminated in a manner making it generally available to investors through a report filed with the SEC or through media such as Dow Jones, Reuters Economic Services, The Wall Street Journal, or Associated Press. The circulation of rumors, even if accurate and reported in the media, does not constitute effective public dissemination. In addition, even after a public announcement of material information, a reasonable period of time must elapse in order for the market to react to the information. Furthermore, the public dissemination of information may be only general in nature and thus an insider may still be deemed to possess material nonpublic information with respect to a matter that is publicly disclosed. When in doubt, please contact the Chief Legal Officer ("CLO").

When Information is Public. It is also improper for Company Personnel to enter a trade



immediately after the Company has made a public announcement of material information, including earnings releases, before the market has had the opportunity to digest the information. We consider two full trading days following disclosure of material nonpublic information as a reasonable waiting period before such information is deemed to be public. Therefore, for example, if an announcement is made before the commencement of trading on a Monday, an employee may trade in Company securities starting on Wednesday of that week, because two full trading days would have elapsed by then (that is, all of Monday and Tuesday). As further examples, if the announcement is made on Monday after trading begins, employees may not trade in Company securities until Thursday, and if the announcement is made on Friday after trading begins, employees may not trade in Company securities until Wednesday of the following week. Note that this restriction is in addition to any other restrictions that apply under this Policy, including the requirement that trades be pre-cleared and that they occur during specified trading windows.

20/20 Hindsight. Remember, if your securities transactions become the subject of scrutiny, they will be reviewed after-the-fact with the benefit of hindsight. As a result, before engaging in any transaction you should carefully consider how regulators and others might view your transaction in hindsight.

Transactions by Household Members. Your family members, as well as individuals living in your household also may not buy or sell Company securities or securities of other companies while in possession of material nonpublic information about the Company or such other companies that you obtained in the course of performing services for the Company. Company Personnel are expected to be responsible for compliance by members of their household.

Do Not Pass Information to Others. Whether the information is proprietary information about our Company or information that could have an impact on our stock price, Company Personnel must not pass the information on to others. It is illegal to advise others to trade on the basis of material nonpublic information. Liability in these cases can extend to both the “tippee” – the person to whom the insider disclosed inside information – and you, as the “tipper,” and will apply whether or not you derive any benefit from another’s actions.

Pre-Clearance of Trades. To provide assistance in preventing inadvertent violations and avoiding even the appearance of an improper transaction (which could result, for example, where an employee or consultant engages in a trade while unaware of a pending major development), all members of the Board of Directors, executive officers, the Corporate Controller and their direct reports, group treasurer, head of the investor relations team, direct reports to the CLO and such other persons as may be designated from time to time and informed of such status by the Company’s CLO (the “Key Insiders”) are subject to pre-clearance in writing or e-mail confirmation by our CLO, or if the CLO is unavailable, a delegate, of all transactions in Company stock (acquisitions, dispositions, transfers, etc.). To facilitate timely response, such individuals should submit an e-mail or written request for pre-clearance of a transaction no less than two (2) business days before the proposed



date of execution of the transaction. Pre-clearance is subject to a [four calendar day] expiration and if the pre-cleared transaction has not occurred before such expiration, the applicant must submit a new pre-clearance request. The CLO may not trade in Company securities unless the Company's Chief Executive Officer ("CEO") has approved the trade in accordance with the procedures set forth in this Insider Trading Policy.

Pre-clearance does not relieve anyone of his or her responsibility under SEC rules. All Company Personnel, whether subject to pre-clearance or not, are responsible for adhering to this Insider Trading Policy and shall not trade while in possession of material non-public information or trade in violation of applicable blackout period restrictions, as discussed below. If any employee or consultant is in doubt of whether or not trading is permissible, the employee or consultant should inquire with our legal department as a cautionary measure.

Trading Blackouts. In addition to the general prohibition on trading while in possession of material nonpublic information, certain Company Personnel will be prohibited from trading Company securities under certain circumstances and during regularly recurring quarterly trading blackout periods, whether or not they actually possess material nonpublic information during such time. Individuals subject to trading blackout restrictions must terminate or withdraw any open limit orders or other unexecuted trade request before the applicable trading blackout period begins.

- **Limited Trading Blackouts** - From time to time, the Company may require that certain Company Personnel and others suspend trading because of developments known to the Company and not yet disclosed to the public. In that event, these persons are prohibited from engaging in any transaction involving the purchase or sale of the Company's securities during that period and should not disclose to others the fact that they have been suspended from trading.
- **Quarterly Trading Blackouts** - All individuals identified on [Exhibit A](#), which may be updated from time to time, will be subject to a trading blackout period beginning two weeks before the end of a fiscal quarter until two full trading days after earnings for that quarter are released. During the trading blackout period, such individuals are not allowed to trade in Company securities. Thus, if an earnings press release is made at 1:00 p.m. on a Monday, Thursday would be the first day on which trading may recommence. A consultant will be notified in writing or by e-mail if he or she is subject to this quarterly trading blackout restriction.

Exception for Some Option Exercises. Cash exercise of options, i.e., where you deliver payment of cash to satisfy the exercise price of an option, currently can be done at any time. However, stock that was acquired upon exercise of a stock option will be treated like any other stock and may not be sold by an employee who is in possession of material nonpublic information. The trading prohibition also does not apply to: (i) the mandatory sale of shares and use of proceeds of such sale to satisfy tax withholding requirements for income on shares vested under an equity award, if provided for in the equity award



agreement; and (ii) the exercise of a tax withholding right pursuant to which you elect to have the Company withhold shares subject to an equity award to satisfy tax withholding requirements. Cashless exercises or same day sales and exercise of options are prohibited during trading blackouts, as are any other market sales for the purpose of generating the cash needed to pay the exercise price of an equity award.

Exceptions for Certain Transactions. This Policy will not apply to purchases of securities from the Company or sales of securities to the Company that do not involve an open market transaction including automatic acquisitions of Company securities under Company sponsored plans, including any employee stock purchase or qualified retirement (401(k)) plan or dividend reinvestment plan; provided, that any elections to participate in such plans or to increase or decrease your participation under these plans, may not be made while the Company Personnel is in possession of material nonpublic information or subject to a special trading blackout or while the Company's trading window is closed.

Exception for Approved 10b5-1 Plans. Any individual may at his or her discretion establish a pre-planned trading program (a "Trading Plan") designed to enable such person to take advantage of the defense to an allegation of insider trading offered by Rule 10b5-1 of the SEC. Trades that are executed pursuant to a Trading Plan that is established according to the requirements described below do not require pre-clearance as outlined above. An individual's trades under a Trading Plan may also proceed during trading blackouts and even when the individual may possess material nonpublic information. SEC Rule 10b5-1 provides an affirmative defense from insider trading liability under the U.S. federal securities laws for transactions effected pursuant to Trading Plans that meet certain requirements, but it does not prevent someone from bringing a lawsuit. This Insider Trading Policy permits individuals to adopt a Trading Plan with brokers that outlines a pre-set plan for trading of the Company's securities, including the exercise of options or the sale or purchase of Company shares. Any such Trading Plan must be in writing and approved at least five days in advance by (i) the CLO or in the CLO's absence, the Senior Corporate Counsel, and (ii) the CEO or the Chief Financial Officer ("CFO"), or in the CFO's absence, the Treasurer; and a copy of the approved plan must be filed with the CLO. We will be under no obligation to approve such a Trading Plan and will only do so if we believe the plan will meet the requirements of Rule 10b5-1 and will not be adverse to our overall corporate objectives. Please refer to **Annex 1** for the specific requirements that apply to the establishment and/or modification of each Trading Plan.

We may choose to publicly announce the establishment of a Trading Plan with respect to a given individual.

Establishing a Trading Plan does not exempt individuals from complying with the Section 16 six-month short swing profit rules or liability thereunder, to the extent applicable.

Revocation/Amendments to Plans. An individual may revoke his or her Trading Plan at any time, but any amendments or modifications to a Trading Plan may only be effected when the individual is not subject to a trading blackout and when the individual is not in possession of



material nonpublic information. Any amendment or modification to a Trading Plan will be subject to the same pre-clearance and approval provisions applicable to the adoption of a Trading Plan. We discourage amendments to Trading Plans. Further, revocation of a Trading Plan should occur only in unusual circumstances and requires prior review and approval by the CLO. Revocation or amendment is effective upon written notice to the broker. However, if the individual revokes or amends his or her Trading Plan, then the individual must agree that any trading under a new or revised Trading Plan will not commence until the cooling off period described above has passed for the creation of a new Trading Plan or amendment of an existing Trading Plan and all the other requirements under Rule 10b5-1(c) have been complied with.

Under certain circumstances, a Trading Plan must be suspended or terminated. This may include circumstances that would cause the transaction either to violate the law or to have an adverse effect on the Company. The legal department, the CFO, the Treasurer, and the Company's stock plan administrator are authorized to notify the broker in such circumstances.

- **Director and Officer Trading During Pension and 401(k) Plan Blackouts periods.** In response to the restrictions set forth in the Sarbanes-Oxley Act of 2002, directors and officers of the Company are prohibited from trading Company securities during pension and 401(k) plan blackouts, if any.

4. Additional Prohibited Transactions

Because we believe it is improper and inappropriate for any Company Personnel to engage in short-term or speculative transactions involving Company stock, it is the Company's policy that Company Personnel should not engage in any of the following activities with respect to securities of the Company. We believe that this sort of trading can reflect badly on the Company and Company Personnel are prohibited from engaging in any types of transaction that are commonly viewed as a form of "betting" for or against the Company or otherwise hedging their ownership of Company securities:

- **Pledging Company securities or purchases of Company securities on margin** - This means borrowing from a brokerage firm, bank or other entity in order to buy Company stock (other than in connection with a so-called "cashless" exercise of options under the Company's stock plans). Securities held in a margin account or pledged as collateral for a loan may be sold without your consent by the broker if you fail to meet a margin call or by the lender in foreclosure if you default on the loan. A margin or foreclosure sale that occurs when you are aware of material nonpublic information may, under some circumstances, result in unlawful insider trading. Because of this danger, Company Personnel should not hold Company securities in a margin account or pledge Company securities as collateral for a loan.
- **Short sales of Company securities** - This involves selling Company stock that you do not own in the expectation that the price of the stock will fall, or as part of an arbitrage



transaction. These types of activities are inherently speculative in nature and contrary to the best interests of the Company and its stockholders. Accordingly, all Company Personnel are prohibited from selling the Company's stock short.

- **Any hedging of Company stock** - All Company Personnel are prohibited from hedging their ownership of Company securities. This prohibition covers all hedging transactions (including, without limitation, transactions involving options, puts, calls, prepaid variable forward contracts, equity swaps, collars, exchange traded funds or other derivatives) that are designed to hedge or speculate on any change in the market value of the Company's securities. Such short-range speculative activities may put the personal gain of the employee or other Company Personnel in conflict with the best interests of the Company and its stockholders. This policy does not pertain to employee stock options granted by the Company. Employee stock options cannot be traded.

5. Confidential Information and Communications with the Media

Unauthorized disclosure of internal information relating to the Company (including information regarding new products, the Company's customers, partners or suppliers, TotalEnergies, TZE and competitors or counterparties in a merger, acquisition, or other strategic transaction) could cause competitive harm to the Company and in some cases could result in liability for the Company.

- **Unauthorized Disclosure.** Company personnel should not disclose internal information about the Company to anyone outside the Company, except as required in the performance of regular duties for the Company.
- **Communications with Media, Securities Analysts and Investors.** Communications on behalf of the Company with the media, securities analysts and investors must be made only by specifically designated representatives of the Company according to the approved Communications Policy.
- **Safeguarding Confidential Information.** Care must be taken to safeguard the confidentiality of internal information. For example, sensitive documents should not be left lying on desks, and visitors should not be left unattended in offices containing internal Company documents. For additional information, see the Company's Code of Ethics and Business Conduct.
- **Rumors.** Rumors concerning the business and affairs of the Company may circulate from time to time. Our general policy is not to comment upon those rumors. Individual employees and consultants should also refrain from commenting upon or responding to rumors and should refer any requests for comments or responses to the CFO or in his absence the CEO.

6. Post-termination Transactions

This Policy continues to apply to transactions in the Company's securities after termination



of service to the Company. If an individual is in possession of material nonpublic information when his or her service terminates, that individual may not trade in the Company's securities until any such material nonpublic information has become public or is no longer material. If the individual is subject to a trading blackout (whether a limited blackout or a quarterly blackout) at the time of the termination of his or her service, that individual may not trade in Company securities until the applicable blackout period has ended. The pre-clearance procedures specified above will cease to apply to transactions in the Company's securities upon the end of the applicable trading blackout period, at which point the provisions of this Policy requiring pre-clearance shall no longer apply.

7. Applicability of U.S. Securities Laws to International Transactions.

All employees of the Company and its subsidiaries are subject to the restrictions on trading in Company securities and the securities of other companies. The U.S. securities laws may be applicable to the securities of the Company's subsidiaries or affiliates, including TotalEnergies, TZE, and their respective affiliates, even if they are located outside the United States. Transactions involving securities of subsidiaries or affiliates should be carefully reviewed by counsel for compliance not only with local law but also for possible application of U.S. securities laws.

8. Company Assistance.

Any person who has any questions about specific transactions may obtain additional guidance from our CFO or the CLO. Remember, however, the ultimate responsibility for adhering to this Insider Trading Policy and avoiding improper transactions rests with you. In this regard, it is imperative that you use your best judgment.

9. Administration & Modifications.

This Insider Trading Policy has been approved by the Company's Board of Directors. The Nominating and Corporate Governance Committee should oversee compliance with this Insider Trading Policy and report on such compliance to the Board. The Nominating and Corporate Governance Committee should also review this Insider Trading Policy no less frequently than annually and recommend any changes to the Board for its approval and adoption.

Compliance Officer. The Company has designated the CLO as the individual responsible for administration of this Policy (the "Compliance Officer"). The duties of the Compliance Officer include the following:

- A. Administering this Policy and enforcing compliance with all Policy provisions and procedures.
- B. Reviewing and either approving or denying all proposed trades by Key Insiders (as defined herein) in accordance with the procedures set forth herein.
- C. After discussing with the management, designating and announcing special trading blackout periods during which certain insiders may not trade in Company securities.



- D. Providing copies of this Policy and other appropriate materials to all new insiders.
- E. Administering, monitoring and enforcing compliance with all federal and state insider trading laws and regulations.
- F. Approving Rule 10b5-1 plans for Key Insiders.
- G. Making non-substantive modifications to this Insider Trading Policy (including, without limitation, substitution of the names of the appropriate contact persons within the Company and modifications of Exhibit A) without prior approval of the Company's Board of Directors.

The Compliance Officer may designate one or more individuals who may perform the Compliance Officer's duties in the event that the Compliance Officer is unable or unavailable to perform such duties.

10. No Circumvention.

No circumvention of this Insider Trading Policy is permitted; individuals must not try to accomplish indirectly what is prohibited directly by this Insider Trading Policy.

11. Acknowledgements

All individuals subject to this Insider Trading Policy must certify that they have read and intend to comply with the procedure set forth in this policy. Such certification may be submitted either in writing or through electronic means made available by Human Resources as part of its online training programs.



Exhibit A

Persons Subject to Regular Quarterly Black-Out Periods

All members of the following groups, departments or personnel:

- Board of Directors
- CEO and the Executive Leadership Team
- Any other direct Reports to the CEO
- Direct reports to the Executive Leadership Team
- Director-level and above employees
- Administrative Assistants to CEO and CEO Direct Reports
- Stock Administration
- Internal Audit
- Disclosure Committee
- Corporate Controller
- Investor Relations
- Corporate Communications

Any other persons notified by the CEO, CFO, Legal department, or Stock Administration department.



ANNEX 1

Rule 10b5-1 Trading Plan Requirements

Trading Plans should be established in accordance with the following requirements:

- The Trading Plan should include sufficiently specific parameters, such as amount, price and date of the securities trades, or should include a written formula or algorithm for determining the trade terms.
- Trading Plans are to be implemented only during open windows and when the individual is not aware of any material nonpublic information.
- An individual who has established a Trading Plan must act in good faith with respect to the Trading Plan throughout the duration of such Trading Plan.
- The first trade under a new Trading Plan should be at least:
 - for directors and any executive officer (including those who are required to file reports under Section 16 of the Exchange Act, if applicable), the later of: (1) 90 days after the creation of the Trading Plan; and (2) two business days following the disclosure in a periodic report of the Company's financial results for the fiscal quarter in which the Trading Plan was created (but not to exceed 120 days following creation of the Trading Plan); or
 - for persons other than the Company, a director or executive officer, 30 days after the creation of the Trading Plan.

Such period prior to the first trade being referred to as the "cooling off period".

- An individual may only have one outstanding Trading Plan at any time. However, this restriction does not apply to:
 - two separate Trading Plans maintained at the same time, so long as one of them only authorizes qualified sell-to-cover transactions (i.e. transactions for the sale of securities as are necessary to satisfy tax withholding obligations incident to the sale or purchase of vested stock units);
 - a series of separate contracts with different broker-dealers or other agents acting on behalf of the individual to execute trades of securities held in separate accounts, may be treated as a single "plan" provided that the contracts with each broker-dealer or other agent, when taken together as a whole, meet all of the applicable conditions of Rule 10b5-1; or
 - two separate Trading Plans maintained at the same time, so long as trading under the later-commencing Trading Plan is not authorized to begin until after all trades under the earlier-commencing Trading Plan are completed or expire without execution and the applicable cooling off period has been complied with in connection with the later commencing Trading Plan.
- The affirmative defense will only be available for one single-trade plan in a

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consecutive twelve-month period. A Trading Plan "designed to effect" the open-market purchase or sale of the Company's securities as a single transaction will not receive the benefit of the affirmative defense unless the individual who entered into the Trading Plan has not, during the prior 12-month period, adopted another Trading Plan that was designed to effect the open-market purchase or sale in a single transaction. This restriction does not apply to Trading Plans authorizing only qualified sell-to-cover transactions or where the broker retains discretion over whether to execute the contract, instruction, or plan as a single transaction.

- All Trading Plans, including any modifications to a Trading Plan, should include a representation from directors and executive officers at the time of the adoption or modification that (1) they are not aware of material nonpublic information about the Company or its securities, and (2) they are adopting the plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5.

**Certification by the Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Dmitri Hu, certify that:

1. I have reviewed this Annual Report on Form 20-F of Maxeon Solar Technologies, Ltd. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 30, 2025

By: /s/ Dmitri Hu
Name: Dmitri Hu
Title: Chief Financial Officer

**Certification by the Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Maxeon Solar Technologies, Ltd. (the "Company") on Form 20-F for the fiscal year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Dmitri Hu, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 30, 2025

By: /s/ Dmitri Hu
Name: Dmitri Hu
Title: Chief Financial Officer

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

1. Registration Statement (Form F-3 No. 333-268309) of Maxeon Solar Technologies, Ltd.,
2. Registration Statement (Form F-3 No. 333-265253) of Maxeon Solar Technologies, Ltd.,
3. Registration Statement (Form F-3MEF No. 333-255263) of Maxeon Solar Technologies, Ltd.,
4. Registration Statement (Form F-3 No. 333-248564) of Maxeon Solar Technologies, Ltd.,
5. Registration Statement (Form S-8 No. 333-241709) pertaining to the 2020 Omnibus Incentive Plan of Maxeon Solar Technologies, Ltd.,
6. Registration Statement (Form S-8 No. 333-277501) pertaining to the First Amendment and Restatement of 2020 Omnibus Incentive Plan, and
7. Registration Statement (Form S-8 No. 333-283187) pertaining to the Second Amendment and Restatement of 2020 Omnibus Incentive Plan;

of our reports dated April 30, 2025, with respect to the consolidated financial statements of Maxeon Solar Technologies, Ltd. and the effectiveness of internal control over financial reporting of Maxeon Solar Technologies, Ltd. included in this Annual Report (Form 20-F) of Maxeon Solar Technologies, Ltd. for the year ended December 31, 2024.

/s/ Ernst & Young LLP

Singapore
April 30, 2025