



Compensation of Frédéric Vincent as future Chairman and CEO, published in accordance with the AFEP-MEDEF Code of Corporate Governance of December 2008 and the Internal Regulations of the Board of Directors

Commitments taken towards Frédéric Vincent as future Chairman and CEO, published in accordance with Article R.225-34-1 of the Commercial Code

Decision of the Board of Directors of April 3, 2009

The Board of Directors of April 3, which appointed Frédéric Vincent as Chairman and Chief Executive Officer of the Company with effect as from the end of the Shareholders' Meeting to be called on May 26, 2009 to approve the financial statements for the fiscal year ended on December 31, 2008, took the following decisions regarding Frédéric Vincent as Chairman and CEO, upon proposal of the Appointments and Compensation Committee:

Fixed Compensation 750,000 euros per year (*prorata temporis* as from the date he enters into office in 2009)

Variable Compensation The variable compensation for 2009 (*prorata temporis* as from the date he enters into office in 2009) will represent 100% of his base salary and may vary, depending on the achievement of the objectives fixed by the Board, between 0% and 150% of the base salary. Such compensation will be computed:

1. up to 65% depending on quantitative objectives, which are common to all executive managers of the Group and relate to three indicators (each of which has the following weight: operational margin 50%, working capital requirements 40% and return on capital employed 10%), et
2. up to 35% on a qualitative basis.

Directors' attendance fees Group policy as described in paragraph 12.2.4 of the published 2008 Management Report, as modified as the case may be

Benefits in kind Unchanged (company car)

Stock options Group policy as described in paragraph 12.2.5 of the published 2008 Management Report, as modified as the case may be

In addition, the Board of April 3 authorized the following related-party transactions to the

benefit of Frédéric Vincent as Chairman and CEO:

(1) Termination indemnity due in case of removal as Chairman and CEO

- 1 year fixed compensation, i.e. twelve times the amount of the last base monthly compensation plus an amount equal to the nominal bonus rate multiplied by the last monthly base compensation
- Payment of the termination indemnity subject to two performance conditions:
 - 1) Average rate of realization of quantitative objectives relating to Group financial performance determined by the Board of Directors at the beginning of each year in connection with the determination of the performance criteria that determine the variable portion of the compensation of Frédéric Vincent, as such rate is acknowledged for a given year by the Board of Directors at the beginning of the following year and published by the Company; the average rate will consist in the arithmetic average of the completion rate acknowledged for the last three fiscal years preceding the year of departure.
 - 2) Average rate of compared stock market performance. Nexans share performance on the stock market will be compared to the performance of the SBF 120 index (which index is determined based on the trading value of 40 shares listed on the CAC 40 index and 80 shares of the first and second most liquid markets of Euronext Paris among the first 200 French market capitalizations) or any equivalent index that it may be substituted for. The average rate shall consist in the arithmetic average of the stock market performance on three periods, i.e. each of the two calendar years preceding the year of departure and the on-going year between January 1st and the date of the removal decision. The compared stock market performance rate for a given period shall be equal to (a) the average trading value of the Nexans share on the considered period divided by the average trading value of the Nexans share over the previous period, divided by (b) the average value of the SBF 120 index on the considered period divided by the average value of the same index over the previous period. As an example, a average 15% performance of the Nexans share and an average 15% performance of the SBF 120 index shall result in a 100% stock market performance over the period.

If on any of the considered periods, the rate so computed is less than 70%, the stock market performance for the considered period shall be deemed to be zero.

The rates computed in accordance with (1) et (2) will be weighted at 65% and 35%, respectively, in order to determine the rate of the Performance Index.

- Amount paid depending on the performance level achieved:
 - If the rate of the Performance Index is equal or superior to 100%, the termination indemnity is paid in full ;
 - If the rate of the Performance Index is between 30% and 100%, the termination indemnity is paid at the level of the Performance Index (e.g. if the Performance Index is equal to 70%, the termination indemnity paid shall amount to 70% of its maximum amount);
 - If the rate of the Performance Index is below 30%, no termination indemnity is paid.

It is specified that the following completion rates have been noted for past years:

| Calendar year | Rate of achievement of Group quantitative objectives | Compared stock market performance rate |
|---------------|--|--|
| 2006 | 123,66 | 149 |
| 2007 | 175 | 150 |
| 2008 | 118,21 | 85 |

(2) Non-compete indemnity

In consideration for the undertaking by Frédéric Vincent not to exercise, for two years as of the expiration of his office as Chairman and CEO, whatever the cause of such expiration, directly or indirectly, an activity competing with the activity of the Company, Frédéric Vincent will receive an indemnity equal to 1 year of global compensation, i.e. twelve times the amount of the last monthly base compensation increased by an amount equal to the nominal bonus rate multiplied by the last base monthly compensation, paid in 24 equal and successive monthly installments.

(3) Benefit from the defined benefit pension plan and from the social benefits (*régime de prévoyance*) set up by the Company

Frédéric Vincent will continue to benefit, as Chairman and CEO, from the defined benefit pension plan set up in favor of certain employees and executive directors and of the collective social benefits plan (*régime collectif de prévoyance*) (death, incapacity, invalidity, medical costs) applicable to Nexans employees.