

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, DC 20549

**FORM 10-Q**

(Mark One)

**Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**



for the quarterly period ended **November 2, 2024**

or

**Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**



for the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number **001-33731**

**METHODE ELECTRONICS, INC.**

(Exact name of registrant as specified in its charter)



**Delaware**

**36-2090085**

(State or other jurisdiction of  
incorporation or organization)

(I.R.S. Employer  
Identification No.)

**8750 West Bryn Mawr Avenue**

,

**Suite 1000**

,

**Chicago**

,

**Illinois**

**60631-3518**

(Address of principal executive offices)

(Zip Code)

(Registrant's telephone number, including area code) **( 708 ) 867-6777**

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

**Title of each Class**

**Trading Symbol(s)**

**Name of each exchange on which registered**

Common Stock, \$0.50 Par Value

MEI

New York Stock Exchange

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 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, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

☐

☒

Non-accelerated filer

☐

☐

Emerging growth company

☐

☐

Accelerated filer

Smaller reporting company

If an emerging growth company, 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 Securities Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

At December 2, 2024, the registrant had

35,656,622  
shares of common stock outstanding.

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**METHODE ELECTRONICS, INC.**  
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# PART I. FINANCIAL INFORMATION

## Item 1. Financial Statements

### METHODE ELECTRONICS, INC. AND SUBSIDIARIES CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited) (in millions, except per share data)

	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
Net sales	\$ 292.6	\$ 288.0	\$ 551.1	\$ 577.7
Cost of products sold	234.7	235.7	448.6	471.4
Gross profit	57.9	52.3	102.5	106.3
Selling and administrative expenses	42.6	40.9	88.8	85.4
Goodwill impairment	—	56.5	—	56.5
Amortization of intangibles	5.9	6.2	11.8	11.9
Income (loss) from operations	9.4	(51.3)	1.9	(47.5)
Interest expense, net	6.2	4.4	11.0	7.2
Other expense (income), net	1.6	0.2	2.4	0.2
Pre-tax income (loss)	1.6	(55.5)	(11.5)	(54.5)
Income tax expense (benefit)	3.2	0.2	8.4	0.1
Net loss	(1.6)	(55.3)	(19.9)	(54.4)
Loss per share:				
Basic	(0.05)	(1.55)	(0.56)	(1.52)
Diluted	(0.05)	(1.55)	(0.56)	(1.52)
Cash dividends per share	\$ 0.14	\$ 0.14	\$ 0.28	\$ 0.28

See notes to condensed consolidated financial statements.

**METHODE ELECTRONICS, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (Unaudited)**  
(in millions)

	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
Net loss	(	(	(	(
	1.6	55.3	19.9	54.4
	\$ )	\$ )	\$ )	\$ )
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	(	(	(	(
	0.5	20.2	1.6	22.7
	)	)	)	)
Derivative financial instruments	(	(	(	(
	0.9	0.4	2.6	1.2
	)	)	)	)
Other comprehensive loss	(	(	(	(
	1.4	19.8	1.0	23.9
	)	)	)	)
Comprehensive loss	(	(	(	(
	3.0	75.1	20.9	78.3
	\$ )	\$ )	\$ )	\$ )

See notes to condensed consolidated financial statements.

**METHODE ELECTRONICS, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(in millions, except share and per share data)

	November 2, 2024 (unaudited)	April 27, 2024
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 97.0	\$ 161.5
Accounts receivable, net	255.9	262.6
Inventories	228.2	186.2
Income tax receivable	4.9	4.0
Prepaid expenses and other current assets	24.2	18.7
Assets held for sale	2.7	4.7
Total current assets	612.9	637.7
Long-term assets:		
Property, plant and equipment, net	217.2	212.1
Goodwill	170.4	169.9
Other intangible assets, net	246.0	256.7
Operating lease right-of-use assets, net	27.2	26.7
Deferred tax assets	35.7	34.7
Pre-production costs	43.8	44.1
Other long-term assets	21.9	21.6
Total long-term assets	762.2	765.8
Total assets	\$ 1,375.1	\$ 1,403.5
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 129.8	\$ 132.4

Accrued employee liabilities	31.5	38.0
Other accrued liabilities	45.4	46.0
Short-term operating lease liabilities	7.6	6.7
Short-term debt	0.2	0.2
Income tax payable	8.1	8.1
Total current liabilities	222.6	231.4
Long-term liabilities:		
Long-term debt	340.4	330.7
Long-term operating lease liabilities	21.5	20.6
Long-term income tax payable	—	9.3
Other long-term liabilities	21.4	16.8
Deferred tax liabilities	30.9	28.7
Total long-term liabilities	414.2	406.1
Total liabilities	636.8	637.5
Shareholders' equity:		
Common stock, \$		
0.50		
par value,		
100,000,000		
shares authorized,		
36,621,507		
shares and		
36,650,909	18.3	18.3
shares issued as of November 2, 2024 and April 27, 2024, respectively		
Additional paid-in capital	188.6	183.6
Accumulated other comprehensive loss	( 37.7 )	( 36.7 )
Treasury stock,		
1,346,624	( 11.5 )	( 11.5 )
shares as of November 2, 2024 and April 27, 2024		



Retained earnings		
	580.6	612.3
Total shareholders' equity		
	738.3	766.0
Total liabilities and shareholders' equity		
	\$ 1,375.1	\$ 1,403.5

See notes to condensed consolidated financial statements

**METHODE ELECTRONICS, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (Unaudited)**  
(in millions, except share data)

Three Months Ended November 2, 2024 (14 Weeks)								
	Redeemable noncontrolling interest	Common stock shares	Common stock	Additional paid-in capital	Accumulated other comprehensive income (loss)	Treasury stock	Retained earnings	Total shareholder s' equity
Balance as of July 27, 2024					(	(		
		36,591,684	18.3	186.8	36.3	11.5	587.1	744.4
	\$ —		\$	\$	\$ )	\$ )	\$	\$
Issuance of restricted stock, net of tax withholding		29,823		0.2				0.2
	—		—		—	—	—	
Conversion of cash bonus to RSUs				0.1				0.1
	—	—	—		—	—	—	
Stock-based compensation expense				1.5				1.5
	—	—	—		—	—	—	
Other comprehensive loss					(			(
	—	—	—	—	1.4	—	—	1.4
Net loss					)	—	(	(
	—	—	—	—	—	—	1.6	1.6
Dividends on common stock							)	)
	—	—	—	—	—	—	4.9	4.9
Balance as of November 2, 2024					(	(		
		36,621,507	18.3	188.6	37.7	11.5	580.6	738.3
	\$ —		\$	\$	\$ )	\$ )	\$	\$

Three Months Ended October 28, 2023 (13 Weeks)								
	Redeemable noncontrolling interest	Common stock shares	Common stock	Additional paid-in capital	Accumulated other comprehensive income (loss)	Treasury stock	Retained earnings	Total shareholder s' equity
Balance as of July 29, 2023					(	(		
	0.9	37,356,156	18.7	182.5	23.1	11.5	764.8	931.4
	\$		\$	\$	\$ )	\$ )	\$	\$
Issuance of restricted stock, net of tax withholding		673						
	—		—	—	—	—	—	—
Purchase of redeemable noncontrolling interest	(							
	0.9	—	—	—	—	—	—	—
Purchases of common stock		(	(				(	(
	—	322,779	0.2	—	—	—	7.6	7.8
Stock-based compensation expense		)	)	1.3			)	)
	—	—	—		—	—	—	1.3

Other comprehensive loss					(		(		
					19.8		19.8		
	—	—	—	—	)	—	—	)	
Net loss							(	(	
	—	—	—	—	—	—	55.3	55.3	
Dividends on common stock							(	(	
	—	—	—	—	—	—	4.9	4.9	
Balance as of October 28, 2023					(	(	)	)	
		37,034,050	18.5	183.8	42.9	11.5	697.0	844.9	
	\$ —		\$	\$	\$	\$	\$	\$	

See notes to condensed consolidated financial statements.

**METHODE ELECTRONICS, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (Unaudited) (continued)**  
(in millions, except share data)

Six Months Ended November 2, 2024 (27 Weeks)								
	Redeemabl e noncontrolli ng interest	Common stock shares	Common stock	Additional paid-in capital	Accumulate d other comprehen sive income (loss)	Treasury stock	Retained earnings	Total shareholder s' equity
Balance as of April 27, 2024					(	(		
		36,650,909	18.3	183.6	36.7	11.5	612.3	766.0
	\$ —		\$	\$	\$ )	\$ )	\$	\$
Issuance of restricted stock, net of tax withholding							(	(
		185,923	0.1	0.1			0.5	0.3
	—				—	—	)	)
Cancellation of restricted stock		(						
		79,325						
	—	)	—	—	—	—	—	—
Conversion of cash bonus to RSUs				2.1				2.1
	—	—	—		—	—	—	
Purchases of common stock		(	(				(	(
		136,000	0.1				1.5	1.6
	—	)	)	—	—	—	)	)
Stock-based compensation expense				2.8				2.8
	—	—	—		—	—	—	
Other comprehensive loss					(			(
					1.0			1.0
	—	—	—	—	)	—	—	)
Net loss							(	(
							19.9	19.9
	—	—	—	—	—	—	)	)
Dividends on common stock							(	(
							9.8	9.8
	—	—	—	—	—	—	)	)
Balance as of November 2, 2024					(	(		
		36,621,507	18.3	188.6	37.7	11.5	580.6	738.3
	\$ —		\$	\$	\$ )	\$ )	\$	\$

Six Months Ended October 28, 2023 (26 Weeks)								
	Redeemable noncontrollin g interest	Common stock shares	Common stock	Additional paid-in capital	Accumulate d other comprehen sive income (loss)	Treasury stock	Retained earnings	Total shareholder s' equity
Balance as of April 29, 2023					(	(		
		37,167,375	18.6	181.0	19.0	11.5	772.7	941.8
	\$ 11.1		\$	\$	\$ )	\$ )	\$	\$
Issuance of restricted stock, net of tax withholding				(			(	(
		189,454	0.1	0.1			3.8	3.8
	—			)	—	—	)	)

Purchase of redeemable noncontrolling interest	(								
	11.1								
	)	—	—	—	—	—	—	—	—
Purchases of common stock		(					(		(
		322,779	0.2				7.6	7.8	
		)	)	—	—	—	)	)	
Stock-based compensation expense	—								
				2.9					2.9
Other comprehensive loss	—	—	—		(	—	—	—	(
					23.9				23.9
	—	—	—	—	)	—	—	—	)
Net loss							(	(	
							54.4	54.4	
	—	—	—	—	—	—	)	)	
Dividends on common stock							(		(
							9.9	9.9	
	—	—	—	—	—	—	)	)	
Balance as of October 28, 2023					(	(			
		37,034,050	18.5	183.8	42.9	11.5	697.0	844.9	
	\$	\$	\$	\$	\$	\$	\$	\$	

See notes to condensed consolidated financial statements.

**METHODE ELECTRONICS, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)**  
(in millions)

	November 2, 2024 (27 Weeks)	Six Months Ended October 28, 2023 (26 Weeks)
<b>Operating activities:</b>		
Net loss	(	(
	19.9	54.4
	\$ )	\$ )
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	28.4	28.4
Stock-based compensation expense	3.7	3.9
Amortization of debt issuance costs	0.5	0.4
Partial write-off of unamortized debt issuance costs	1.2	—
(Gain) loss on sale of assets	(	0.5
	0.3	)
Impairment of long-lived assets	0.4	0.6
Goodwill impairment		56.5
	—	(
Change in deferred income taxes	2.5	1.0
		)
Other	1.1	0.6
Changes in operating assets and liabilities:		
Accounts receivable	5.2	12.5
Inventories	(	(
	41.3	29.1
	)	)
Prepaid expenses and other assets	(	(
	6.9	10.8
	)	)
Accounts payable	(	(
	2.0	1.8
	)	)
Other liabilities	(	(
	9.7	12.5
	)	)
Net cash used in operating activities	(	(
	37.1	6.2
	)	)
<b>Investing activities:</b>		
Purchases of property, plant and equipment	(	(
	24.0	24.5
	)	)

Proceeds from settlement of net investment hedge		0.6
	—	
Proceeds from disposition of assets	3.0	1.6
Net cash used in investing activities	(	(
	21.0	22.3
	)	)
<b>Financing activities:</b>		
Taxes paid related to net share settlement of equity awards	(	(
	0.5	3.8
	)	)
	(	(
	0.1	0.1
Repayments of finance leases	)	)
Debt issuance costs	(	
	1.8	
	)	—
Purchases of common stock	(	(
	1.6	7.8
	)	)
Cash dividends	(	(
	10.0	10.1
	)	)
Purchase of redeemable noncontrolling interest		(
		10.9
	—	)
Proceeds from borrowings	45.0	213.9
Repayments of borrowings	(	(
	39.1	179.3
	)	)
Net cash (used in) provided by financing activities	(	
	8.1	1.9
	)	
Effect of foreign currency exchange rate changes on cash and cash equivalents		(
	1.7	7.9
	)	)
<b>Decrease in cash and cash equivalents</b>	(	(
	64.5	34.5
	)	)
Cash and cash equivalents at beginning of the period	161.5	157.0
<b>Cash and cash equivalents at end of the period</b>		
	97.0	122.5
	<u>\$</u>	<u>\$</u>
<b>Supplemental cash flow information:</b>		
Cash paid during the period for:		
Interest	10.3	6.7
	\$	\$
Income taxes, net of refunds	15.5	14.5
	\$	\$
Operating lease obligations	4.6	4.5
	\$	\$

See notes to condensed consolidated financial statements.





**METHODE ELECTRONICS, INC. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

**Note 1. Description of Business and Summary of Significant Accounting Policies**

**Description of business**

Methode Electronics, Inc. (the "Company" or "Methode") is a leading global supplier of custom engineered solutions with sales, engineering and manufacturing locations in North America, Europe, Middle East and Asia. The Company designs, engineers and produces mechatronic products for Original Equipment Manufacturers ("OEMs") utilizing its broad range of technologies for user interface, light-emitting diode ("LED") lighting system, power distribution and sensor applications.

The Company's solutions are found in the end markets of transportation (including automotive, commercial vehicle, e-bike, aerospace, bus and rail), cloud computing infrastructure, construction equipment and consumer appliance.

**Basis of presentation**

The unaudited condensed consolidated financial statements of the Company have been prepared in accordance with the rules and regulations of the U.S. Securities and Exchange Commission ("SEC"). All intercompany balances and transactions have been eliminated in consolidation. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States ("GAAP") have been condensed or omitted pursuant to such rules and regulations. These interim condensed consolidated financial statements include all adjustments (consisting of normal recurring adjustments, except as otherwise disclosed) that management believes are necessary for a fair presentation of the results of operations, financial position and cash flows of the Company for the interim periods presented. These financial statements should be read in conjunction with the consolidated financial statements included in the Company's Form 10-K for the year ended April 27, 2024, filed with the SEC on July 11, 2024. Results may vary from quarter to quarter for reasons other than seasonality.

**Financial reporting periods**

The Company's fiscal year ends on the Saturday closest to April 30 of the following year, typically resulting in a 52-week year, but occasionally giving rise to an additional week, resulting in a 53-week year. The current fiscal year ending May 3, 2025 is a 53-week fiscal year, with the additional week being included in the current fiscal quarter. The three months ended November 2, 2024 and October 28, 2023 were 14 and 13 -week periods, respectively, while the six months ended November 2, 2024 and October 28, 2023 were 27 and 26 -week periods, respectively.

**Use of estimates**

The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and the accompanying notes. These estimates and assumptions are subject to an inherent degree of uncertainty and may change, as new events occur, and additional information is obtained. As a result, actual results may differ from previously estimated amounts, and such differences may be material to the condensed consolidated financial statements. Estimates and assumptions are reviewed periodically, and the effects of revisions are reflected in the period they occur.

**Accounting pronouncements not yet adopted**

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-07, "*Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*," which requires entities to provide disclosures about their reportable segments' significant expenses on an interim and annual basis. The updated standard is effective for the Company's annual periods beginning in fiscal 2025 and interim periods beginning in the first quarter of fiscal 2026. Early adoption is permitted. The Company is currently evaluating the impact that the updated standard will have on its financial statement disclosures.

In December 2023, the FASB issued ASU No. 2023-09, "*Income Taxes (Topic 740): Improvements to Income Tax Disclosures*." ASU No. 2023-09 requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. ASU No. 2023-09 will become effective for the Company in the first quarter of fiscal 2026 and will be applied on a prospective basis, with a retrospective option. Early adoption is permitted. The Company is currently evaluating the impact of this ASU on its financial statement disclosures.

In November 2024, the FASB issued ASU 2024-03, "*Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures*." ASU 2024-03 requires public entities to disclose more detailed information about certain costs and expenses presented in the income statement, including inventory purchases, employee compensation, selling expenses and depreciation. ASU 2024-03 will become effective for the Company's annual periods beginning in fiscal 2028. Early adoption is permitted. The Company is currently evaluating the impact of this ASU on its financial statement disclosures.

There have been no other newly issued or newly applicable accounting pronouncements that have had, or are expected to have, a material impact on the Company's condensed consolidated financial statements. Further, at November 2, 2024, there are no other pronouncements pending adoption that are expected to have a material impact on the Company's condensed consolidated financial statements.

**Summary of significant accounting policies**

The Company's significant accounting policies are described in Note 1, "Description of Business and Summary of Significant Accounting Policies," to the consolidated financial statements included in the Company's Form 10-K for the year ended April 27, 2024. There have been no material changes to the significant accounting policies in the six months ended November 2, 2024.

**Foreign currency translation.**

The functional currencies of the majority of the Company's foreign subsidiaries are their local currencies. The results of operations of these foreign subsidiaries are translated into U.S. dollars using average monthly rates, while the assets and liabilities are translated using period-end exchange rates. The resulting translation adjustments are recorded as a component of accumulated other comprehensive income (loss) ("AOCI"). Gains and losses arising from transactions denominated in a currency other than the functional currency, except certain long-term intercompany transactions, are included in the condensed consolidated statements of operations in other expense, net. Net foreign exchange loss was \$

1.7

million in the three months ended November 2, 2024, compared to net foreign exchange gain of \$

0.3

million in the three months ended October 28, 2023. Net foreign exchange loss was \$

2.3

million in the six months ended November 2, 2024, compared to net foreign exchange gain of \$

0.5

million in the six months ended October 28, 2023.

**Note 2. Revenue**

The Company generates revenue from manufacturing products for customers in diversified global markets under multi-year programs. Typically, these programs do not reach the level of a performance obligation until the Company receives either a purchase order and/or a materials release from the customer for a specific quantity at a specified price, at which point an enforceable contract exists. Contracts may also provide for annual price reductions over the production life of a program, and prices may be adjusted on an ongoing basis to reflect changes in product content/cost and other commercial factors. Sales and other taxes collected concurrent with revenue-producing activities are excluded from revenue.

The majority of the Company's revenue is recognized at a point in time. The Company has determined that the most definitive demonstration that control has transferred to a customer is physical shipment or delivery, depending on the contractual shipping terms, except for consignment transactions. Consignment transactions are arrangements where the Company transfers product to a customer location but retains ownership and control of such product until it is used by the customer. Revenue for consignment arrangements is recognized upon the customer's usage. The Company's revenue also includes customer cost recoveries, which represent reimbursements the Company receives from customers for incremental costs associated with spot purchases of raw materials and premium freight incurred in fulfilling its performance obligation to the customer. Given these cost recoveries are generally negotiated after contract inception, the Company accounts for these cost recoveries as a modification to the existing contract. The Company recognizes cost recoveries as revenue when (or as) the remaining performance obligations per the contract are satisfied, or on the modification date if all performance obligations under the contract have been previously satisfied.

Revenue associated with products which the Company believes have no alternative use (such as highly customized parts), and where the Company has an enforceable right to payment, are recognized on an over time basis. Revenue is recognized based on progress to date, which is typically even over the production process through transfer of control to the customer.

The Company's payment terms with its customers are typically 30 - 45 days from the time control transfers. As the Company's standard payment terms are less than one year, the Company has elected the practical expedient under Accounting Standards Codification ("ASC") 606, "Revenue from Contracts with Customers" to not assess whether a contract has a significant financing component.

**Contract balances**

The Company receives payment from customers based on the contractual billing schedule and specific performance requirements established in the contract. Billings are recorded as accounts receivable when an unconditional right to the contractual consideration exists. A contract asset is an entity's right to consideration in exchange for goods or services that the entity has transferred to a customer. A contract liability exists when an entity has received consideration, or the amount is due from the customer in advance of revenue recognition. Contract assets and contract liabilities are recognized in other current assets and other accrued liabilities, respectively in the condensed consolidated balance sheets and were immaterial as of November 2, 2024 and April 27, 2024.

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**Disaggregated revenue information**

The following table represents a disaggregation of revenue from contracts with customers by segment and geographical location. Net sales are attributed to regions based on the location of production. Though revenue recognition patterns and contracts are generally consistent, the amount, timing and uncertainty of revenue and cash flows may vary in each reportable segment due to geographic and economic factors.

(in millions)	Automotive	Three Months Ended November 2, 2024 (14 Weeks) Industrial	Interface	Medical	Total
<b>Geographic net sales:</b>					
North America					
	69.7	49.9	15.7		135.3
	\$	\$	\$	\$	\$
Europe, the Middle East & Africa ("EMEA")					
	66.5	48.5	—	—	115.0
Asia					
	9.3	33.0	—	—	42.3
Total net sales					
	145.5	131.4	15.7	—	292.6
	\$	\$	\$	\$	\$
<b>Timing of revenue recognition:</b>					
Goods transferred at a point in time					
	143.2	131.4	15.7	—	290.3
	\$	\$	\$	\$	\$
Goods transferred over time					
	2.3	—	—	—	2.3
Total net sales					
	145.5	131.4	15.7	—	292.6
	\$	\$	\$	\$	\$
<b>Geographic net sales:</b>					
(in millions)	Automotive	Three Months Ended October 28, 2023 (13 Weeks) Industrial	Interface	Medical	Total
North America					
	70.9	52.0	11.7	1.5	136.1
	\$	\$	\$	\$	\$
EMEA					
	49.7	42.8	—	—	92.5
Asia					
	33.7	25.6	—	0.1	59.4
Total net sales					
	154.3	120.4	11.7	1.6	288.0
	\$	\$	\$	\$	\$
<b>Timing of revenue recognition:</b>					
Goods transferred at a point in time					
	149.9	120.4	11.7	1.6	283.6
	\$	\$	\$	\$	\$
Goods transferred over time					
	4.4	—	—	—	4.4

Total net sales					
	154.3	120.4	11.7	1.6	288.0
	\$	\$	\$	\$	\$
(in millions)					
<b>Geographic net sales:</b>	Automotive	Six Months Ended November 2, 2024 (27 Weeks) Industrial	Interface	Medical	Total
North America					
	136.0	95.2	27.9	—	259.1
	\$	\$	\$	\$	\$
EMEA					
	125.8	88.1	—	—	213.9
Asia					
	18.5	59.6	—	—	78.1
Total net sales					
	280.3	242.9	27.9	—	551.1
	\$	\$	\$	\$	\$
<b>Timing of revenue recognition:</b>					
Goods transferred at a point in time					
	275.4	242.9	27.9	—	546.2
	\$	\$	\$	\$	\$
Goods transferred over time					
	4.9	—	—	—	4.9
Total net sales					
	280.3	242.9	27.9	—	551.1
	\$	\$	\$	\$	\$
(in millions)					
<b>Geographic net sales:</b>	Automotive	Six Months Ended October 28, 2023 (26 Weeks) Industrial	Interface	Medical	Total
North America					
	137.7	92.0	26.9	2.3	258.9
	\$	\$	\$	\$	\$
EMEA					
	101.9	93.9	—	—	195.8
Asia					
	73.0	49.9	—	0.1	123.0
Total net sales					
	312.6	235.8	26.9	2.4	577.7
	\$	\$	\$	\$	\$
<b>Timing of revenue recognition:</b>					
Goods transferred at a point in time					
	304.1	235.8	26.9	2.4	569.2
	\$	\$	\$	\$	\$
Goods transferred over time					
	8.5	—	—	—	8.5
Total net sales					
	312.6	235.8	26.9	2.4	577.7
	\$	\$	\$	\$	\$



### Note 3. Disposition

In the first quarter of fiscal 2024, the Company made the decision to initiate the discontinuation of the Dabir business in the Medical segment. In fiscal 2024, the Company sold certain assets and contracts of its Dabir business to a third party for consideration of \$

1.5 million and recorded a loss on the sale, including transaction costs, of \$

0.6 million. The discontinuation of the Dabir business does not qualify as a discontinued operation as it does not represent a strategic shift that will have a major effect on the Company's operations or financial results.

### Note 4. Income Taxes

For the three and six months ended November 2, 2024, the Company utilized the discrete effective tax rate method, treating the year-to-date period as if it was the annual period to calculate its interim income tax provision, as allowed by ASC 740-270-30-18, "Income Taxes-Interim Reporting." The Company concluded it could not use the estimated annual effective tax rate method as it could not calculate a reliable estimate of the annual effective tax rate due to it being highly sensitive to minor changes in the forecasted amounts, thus generating significant variability in the estimated annual effective tax rate and distorting the customary relationship between income tax expense and pre-tax income in interim periods.

The Company's income tax expense and effective tax rate for the three and six months ended November 2, 2024 and October 28, 2023 were as follows:

(\$ in millions)	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
Pre-tax income (loss)		(	(	(
	1.6	55.5	11.5	54.5
	\$	\$	\$	\$
Income tax expense (benefit)		(	(	(
	3.2	0.2	8.4	0.1
		\$		\$
Effective tax rate			(	
	200.0	0.4	73.0	0.2
	%	%	)%	%

The effective tax rate for the three and six months ended November 2, 2024 differs from the U.S. federal statutory tax rate of

21

% primarily due to an increase in a valuation allowance for U.S. deferred tax assets and an unfavorable impact of the global intangible low-tax income ("GILTI"), partially offset by the impact of income derived from foreign operations with lower statutory tax rates, research deductions claimed in foreign jurisdictions and foreign exchange loss. The effective tax rate for the three and six months ended October 28, 2023 differs from the U.S. federal statutory tax rate of

21

% primarily due to the impact of an impairment of goodwill which is non-deductible for tax purposes, income derived from foreign operations with lower statutory tax rates and research deductions claimed in foreign jurisdictions, offset by an unfavorable impact of GILTI.

As of November 2, 2024, the Company determined that recovery of some of its U.S. deferred tax assets was not more likely than not, and a valuation allowance of \$

7.5 million has been recorded on those deferred tax assets, based on the evaluation of all available evidence.

The Organization for Economic Cooperation and Development's ("OECD") Pillar II Initiative introduced a

15

% global minimum tax for certain multinational groups exceeding minimum annual global revenue thresholds. Some countries in which the Company operates have enacted legislation adopting the minimum tax effective January 1, 2024. To date, the Company has determined that there is an immaterial global minimum tax liability as a result of Pillar II, as certain tax jurisdictions either will not have Pillar II enacted until after December 31, 2024, or have satisfied the safe harbor test to prevent any minimum tax under Pillar II. The Company continues to monitor its jurisdictions for any changes and include any appropriate minimum tax throughout the fiscal year.

The Company's gross unrecognized income tax benefits were \$

4.5 million and \$

4.4 million as of November 2, 2024 and April 27, 2024, respectively. If any portion of the Company's unrecognized tax benefits is recognized, it would impact the Company's effective tax rate. The unrecognized tax benefits are reviewed periodically and adjusted for changing facts and circumstances, such as tax audits, the lapsing of applicable statutes of limitations and changes in tax law. The Company recognizes interest and penalties related to income tax uncertainties in income tax expense. Accrued interest and penalties were \$

0.5 million and \$

0.4  
million as of November 2, 2024 and April 27, 2024, respectively.

## Note 5. Balance Sheet Components

### Cash and cash equivalents

Cash and cash equivalents consist of cash and highly liquid investments with maturities of three months or less. Highly liquid investments include money market funds which are classified within Level 1 of the fair value hierarchy. As of November 2, 2024 and April 27, 2024, the Company had a balance of \$

0.2  
million and \$

73.2  
million, respectively, in money market accounts.

### Accounts receivable and allowance for doubtful accounts

Accounts receivable are customer obligations due under normal trade terms and are presented net of an allowance for doubtful accounts. The Company establishes an allowance for doubtful accounts based on the current expected credit loss impairment model. The Company applies a historical loss rate based on historic write-offs to aging categories. The historical loss rate is adjusted for current conditions and reasonable and supportable forecasts of future losses as necessary. The Company may also record a specific reserve for individual accounts when it becomes aware of specific customer circumstances, such as in the case of a bankruptcy filing or deterioration in the customer's operating results or financial position. The allowance for doubtful accounts balance was \$

2.6  
million and \$

1.4  
million as of November 2, 2024 and April 27, 2024, respectively.

### Inventories

Inventories are stated at the lower-of-cost or net realizable value. Cost is determined using the first-in, first-out method. Finished products and work-in-process inventories include direct material costs and direct and indirect manufacturing costs. The Company records reserves for inventory that may be obsolete or in excess of current and future market demand. A summary of inventories is shown below:

(in millions)	November 2, 2024	April 27, 2024
Finished products	53.2	45.6
	\$	\$
Work in process	21.0	16.1
Raw materials	154.0	124.5
Total inventories	228.2	186.2
	<u>\$</u>	<u>\$</u>

### Assets held for sale

The Company classifies long-lived assets to be sold as held for sale in the period in which all of the required criteria under ASC 360 "Property, Plant, and Equipment" are met. The Company initially measures a long-lived asset that is classified as held for sale at the lower of its carrying value or fair value less any costs to sell. Upon determining that a long-lived asset meets the criteria to be classified as held for sale, the Company ceases depreciation and reports long-lived assets as "Assets held for sale" on the condensed consolidated balance sheets. Assets held for sale at November 2, 2024 consists of one non-core real estate asset. Assets held for sale at April 27, 2024 consisted of three non-core real estate assets, two of which were sold in the three months ended November 2, 2024. The two non-core real estate assets had an aggregate carrying value of \$

2.0  
million and the Company recognized a gain of \$

0.3  
million from these sales.

### Property, plant and equipment

Property, plant and equipment is stated at cost. Maintenance and repair costs are expensed as incurred. Depreciation is calculated using the straight-line method using estimated useful lives of 5 to 40 years for buildings and building improvements and 3 to 15 years for machinery and equipment. A summary of property, plant and equipment is shown below:

(in millions)	November 2, 2024	April 27, 2024
Land	3.3	3.3
	\$	\$
Buildings and building improvements	99.4	98.5



Machinery and equipment	401.4	394.6
Construction in progress	54.4	50.4
Total property, plant and equipment, gross	558.5	546.8
Less: accumulated depreciation	(341.3)	(334.7)
Property, plant and equipment, net	217.2	212.1
	<u>\$</u>	<u>\$</u>

Depreciation expense was \$

8.4  
million and \$

8.2  
million in the three months ended November 2, 2024 and October 28, 2023, respectively. Depreciation expense was \$

16.6  
million and \$

16.5  
million in the six months ended November 2, 2024 and October 28, 2023, respectively. As of November 2, 2024 and April 27, 2024, capital expenditures recorded in accounts payable totaled \$

4.5  
million and \$

6.1  
million, respectively.

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**Pre-production tooling costs related to long-term supply arrangements**

The Company incurs pre-production tooling costs related to products produced for its customers under long-term supply arrangements. Engineering, testing and other costs incurred in the design and development of production parts are expensed as incurred, unless the costs are reimbursable by the customer. As of November 2, 2024 and April 27, 2024, the Company had \$

43.8  
million and \$

44.1  
million, respectively, of pre-production tooling costs related to customer-owned tools for which reimbursement is contractually guaranteed by the customer or for which the customer has provided a non-cancelable right to use the tooling.

Costs for molds, dies and other tools used in products produced for its customers under long-term supply arrangements for which the Company has title are capitalized in property, plant and equipment and amortized over the shorter of the life of the arrangement or the estimated useful life of the assets. As of November 2, 2024 and April 27, 2024, Company-owned tooling was \$

13.1  
million and \$

14.0  
million, respectively.

**Note 6. Goodwill and Other Intangible Assets**

**Goodwill**

Goodwill represents the excess of the purchase price over the fair value of the net tangible and identifiable intangible assets acquired in a business combination. All of the Company's goodwill is in the Industrial segment. A summary of the changes in the carrying amount of goodwill is shown below:

(in millions)	Total
Balance as of April 27, 2024	169.9
	\$
Foreign currency translation	0.5
Balance as of November 2, 2024	170.4
	\$

A summary of goodwill by reporting unit is as follows:

(in millions)	November 2, 2024	April 27, 2024
Grakon Industrial	124.2	124.4
	\$	\$
Nordic Lights	44.5	43.9
Other	1.7	1.6
Total	170.4	169.9
	\$	\$

The Company tests goodwill and indefinite-lived intangible assets for impairment on an annual basis as of the beginning of the fourth quarter each fiscal year. In addition, the Company continuously monitors for events and circumstances that could negatively impact the key assumptions used in determining fair value and therefore require interim goodwill impairment testing, including long-term revenue growth projections, profitability, discount rates, volatility in the Company's market capitalization, and general industry, market and macroeconomic conditions. No impairment indicators were identified in the second quarter of fiscal 2025.

**October 28, 2023 goodwill impairment**

During the three months ended October 28, 2023, the Company identified an impairment triggering event associated with a sustained decrease in the Company's publicly quoted share price, market capitalization and lower than expected operating results. These factors suggested that the fair value of one or more of the Company's reporting units may have fallen below their carrying amounts. As a result, the Company performed an interim quantitative impairment test and recognized a non-cash goodwill impairment charge of \$

56.5  
million for

two  
reporting units in its Automotive segment.

**Other intangible assets, net**

Details of identifiable intangible assets are shown below:

As of November 2, 2024				
(in millions)	Gross	Accumulated amortization	Net	Weighted average remaining useful life (years)
Amortized intangible assets:				
Customer relationships and agreements		(		
	\$ 307.6	\$ 93.2	\$ 214.4	14.4
Trade names, patents and technology licenses		(		
	75.5	45.7	29.8	6.6
Total amortized intangible assets		(		
	383.1	138.9	244.2	
Unamortized trade name		)		
	1.8	—	1.8	
Total other intangible assets		(		
	384.9	138.9	246.0	
	<u>\$</u>	<u>\$</u> )	<u>\$</u>	

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	As of April 27, 2024			Weighted average remaining useful life (years)
(in millions)	Gross	Accumulated amortization	Net	
Amortized intangible assets:				
Customer relationships and agreements		(		
	\$ 306.6	\$ 84.7	\$ 221.9	14.8
Trade names, patents and technology licenses		(		
	75.3	42.3	33.0	6.9
Total amortized intangible assets		(		
	381.9	127.0	254.9	
Unamortized trade name				
	1.8	—	1.8	
Total other intangible assets		(		
	\$ 383.7	\$ 127.0	\$ 256.7	

Based on the current amount of intangible assets subject to amortization, the estimated aggregate amortization expense for each of the five succeeding fiscal years and thereafter is as follows:

(in millions)	
Fiscal Year:	
Remainder of 2025	11.7
2026	\$ 22.6
2027	21.9
2028	19.7
2029	18.4
Thereafter	149.9
Total	\$ 244.2

#### Note 7. Derivative Instruments and Hedging Activities

The Company is exposed to various market risks including, but not limited to, foreign currency exchange rates and market interest rates. The Company strives to control its exposure to these risks through our normal operating activities and, where appropriate, through the use of derivative financial instruments. Derivative financial instruments are measured at fair value on a recurring basis using various pricing models that incorporate observable market parameters, such as interest rate yield curves and foreign currency rates and are classified as Level 2 within the fair value hierarchy.

For a designated cash flow hedge, the effective portion of the change in the fair value of the derivative financial instrument is recorded in AOCI in the condensed consolidated balance sheets. When the underlying hedged transaction is realized, the gain or loss previously included in AOCI is recorded in earnings and reflected in the condensed consolidated statements of operations on the same line as the gain or loss on the hedged item attributable to the hedged risk. The gain or loss associated with changes in the fair value of derivatives not designated as hedges are recorded immediately in the condensed consolidated statements of operations on the same line as the associated risk. For a designated net investment hedge, the effective portion of the change in the fair value of the derivative financial instrument is recorded as a cumulative translation adjustment in AOCI in the condensed consolidated balance sheets.

#### Net investment hedges

The Company is exposed to the risk that adverse changes in foreign currency exchange rates could impact its net investment in non-U.S. subsidiaries. To manage this risk, the Company designates certain qualifying derivative and non-derivative instruments, including cross-currency swaps and foreign currency-denominated debt, as net investment hedges of certain non-U.S. subsidiaries.

The Company has a fixed-rate, cross-currency swap, maturing on December 25, 2024 , with a notional value of \$

60.0  
million (€

54.8  
million). The cross-currency swap is designated as a hedge of the Company's net investment in a euro-based subsidiary. The Company entered into the cross-currency swap to mitigate changes in net assets due to changes in U.S. dollar-euro spot exchange rate.

Hedge effectiveness is assessed at the inception of the hedging relationship and quarterly thereafter, under the spot-to-spot method. The Company recognizes the impact of all other changes in fair value of the derivative, which represents the interest rate differential of the cross-currency swap, through interest expense. For the three months ended November 2, 2024 and October 28, 2023, the Company recorded gains of \$

0.3  
million and \$

0.4  
million, respectively, in interest expense, net in the condensed consolidated statements of operations. For the six months ended November 2, 2024 and October 28, 2023, the Company recorded gains of \$

0.5  
million and \$

1.1  
million, respectively, in interest expense, net in the condensed consolidated statements of operations.

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As of November 2, 2024 and April 27, 2024, the Company designated its euro-denominated long-term borrowings of \$

297.9  
million and \$

294.0  
million, respectively, under the Amended Credit Agreement as a net investment hedge of the foreign currency exposure of its investment in its euro-denominated subsidiaries. Due to changes in the value of the euro-denominated long-term borrowings designated as a net investment hedge, in the three months ended November 2, 2024 and October 28, 2023, gains, net of tax, of \$

0.4  
million and \$

7.5  
million, respectively, were recognized within the currency translation section of other comprehensive income (loss). In the six months ended November 2, 2024 and October 28, 2023, a loss, net of tax, of \$

3.0  
million and gain, net of tax, of \$

7.3  
million, respectively, were recognized within the currency translation section of other comprehensive income (loss). Included in AOCI related to this net investment hedge were cumulative gains of \$

1.2  
million and \$

4.2  
million, respectively, as of November 2, 2024 and April 27, 2024.

**Interest rate swaps**

The Company utilizes interest rate swaps to limit its exposure to market fluctuations on its variable-rate borrowings. The interest rate swaps effectively convert a portion of the Company's variable rate borrowings to a fixed rate based upon a determined notional amount. The Company has an interest rate swap, maturing on October 31, 2027, with a notional value of \$

143.1  
million (€

132.0  
million). The interest rate swaps are designated as cash flow hedges.

Hedge effectiveness is assessed at the inception of the hedging relationship and quarterly thereafter. The effective portion of the periodic changes in fair value is recognized in AOCI in the condensed consolidated balance sheets. Subsequently, the accumulated gains and losses recorded in AOCI are reclassified to income in the period during which the hedged cash flow impacts earnings, which are expected to be immaterial over the next 12 months. No ineffectiveness was recognized in the three or six months ended November 2, 2024 and October 28, 2023.

**Derivatives not designated as hedges**

The Company uses short-term foreign currency forward contracts to reduce the earnings impact that exchange rate fluctuations have on non-functional currency balance sheet exposures. These forward contracts are not designated as hedging instruments. Gains and losses on these forward contracts are recognized in other expense, net, along with the foreign currency gains and losses on monetary assets and liabilities, in the condensed consolidated statements of operations.

As of November 2, 2024 and April 27, 2024, the Company held foreign currency forward contracts with a notional value of \$

128.0  
million and \$

110.9  
million, respectively. During the three and six months ended November 2, 2024, the Company recognized a gain of \$

0.5  
million and \$

0.5  
million, respectively, related to foreign currency forward contracts in the condensed consolidated statements of operations. During the three and six months ended October 28, 2023, the Company recognized a loss of \$

0.8  
million and \$

2.7  
million, respectively, related to foreign currency forward contracts in the condensed consolidated statements of operations.

**Effect of derivative instruments on comprehensive income (loss)**

The pre-tax effects of derivative financial instruments recorded in other comprehensive income (loss) were as follows:

	Three Months Ended		Six Months Ended	
(in millions)	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)

				(			
		0.1		1.1		0.8	1.2
Net investment hedges	\$		\$		\$	)	\$
Interest rate swaps		(		(		(	(
		1.4		0.4		2.7	2.7
		)		)		)	)
Total		(		(		(	(
		1.3		0.7		3.5	1.5
	\$	)	\$	)	\$	)	\$

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**Fair value of derivative instruments on the balance sheet**

The fair value of derivative instruments are classified as Level 2 within the fair value hierarchy and are recorded in the condensed consolidated balance sheets as follows:

(in millions)	Financial Statement Caption	Asset/(Liability)	
		November 2, 2024	April 27, 2024
Derivatives designated as hedging instruments:			
Net investment hedges			
	Prepaid expenses and other current assets	\$ 0.5	\$ 1.3
Interest rate swaps		(	(
	Other long-term liabilities	\$ 4.8	\$ 2.1
Derivatives not designated as hedging instruments:			
Foreign currency forward contracts		(	(
	Other accrued liabilities	\$ 0.3	\$ 0.2

**Note 8. Debt**

A summary of debt is shown below:

(in millions)	November 2, 2024	April 27, 2024
<b>Revolving credit facility</b>		
	\$ 342.9	\$ 333.0
Other debt		
	1.4	1.5
Unamortized debt issuance costs	(	(
	3.7	3.6
Total debt		
	340.6	330.9
Less: current maturities	(	(
	0.2	0.2
Total long-term debt		
	<u>\$ 340.4</u>	<u>\$ 330.7</u>

**Revolving credit facility**

On October 31, 2022, the Company entered into a Second Amended and Restated Credit Agreement (the "Credit Agreement") among the Company, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and the Lenders and other parties named therein. On March 6, 2024, the Company entered into a First Amendment to Second Amended and Restated Credit Agreement (the "First Amendment") and on July 9, 2024, the Company entered into a Second Amendment to Second Amended and Restated Credit Agreement and First Amendment to Second Amended and Restated Guaranty (the "Second Amendment") among the Company, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, the other Lenders party thereto and other parties thereto.

Among other things, the Second Amendment (i) reduced the revolving credit commitments under the Credit Agreement from \$

750  
million to \$

500  
million, (ii) granted a security interest in substantially all of the personal property of the Company and its U.S. subsidiaries that are guarantors, including

100  
% of the equity interests of their respective U.S. subsidiaries and

65  
% of the equity interests of their respective foreign subsidiaries (or such greater amount to the extent such pledge could not reasonably cause adverse tax consequences), (iii) amended the consolidated interest coverage ratio covenant for the quarters ending July 27, 2024, November 2, 2024, January 25, 2025 and May 3, 2025, (iv) amended the consolidated leverage ratio covenant for the quarter ending July 27, 2024 and each subsequent fiscal quarter, (v) amended certain interest rate provisions, (vi) added a requirement to provide monthly financial statements to the lenders through the period ending July 25, 2025, (vii) decreased the general basket exceptions to certain covenants restricting certain Company investments, liens and indebtedness for specified periods of time, (viii) increased, for fiscal year 2025, the general basket exception to a covenant restricting certain Company dispositions of property, (ix) added an "anti-cash hoarding" requirement, applicable during the period from the effective date of the Second Amendment until the earlier to occur of (a) the delivery of financial statements and a compliance certificate for the fiscal quarter ending July 25, 2025 and (b) the



delivery of compliance certificates for two consecutive fiscal quarters demonstrating that the Company's consolidated leverage ratio as of the last day of such fiscal quarters was less than

3.00

:1.00, that if the Company has cash on hand (subject to certain exceptions) of more than \$

65

million for 10 consecutive business days, the Company shall prepay the indebtedness under the credit facility by the amount of such excess and (x) made certain other changes to the investment, restricted payment and indebtedness baskets. The Credit Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "Amended Credit Agreement."

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The Amended Credit Agreement provides for a secured multicurrency revolving credit facility of \$

500

million. In addition, the Amended Credit Agreement permits the Company to increase the revolving commitments and/or add one or more tranches of term loans under the Amended Credit Agreement from time to time by up to an amount equal to (i) \$

250

million plus (ii) an additional amount so long as the consolidated leverage ratio would not exceed

3.00

:1.00 on a pro forma basis, subject to, among other things, the receipt of additional commitments from existing and/or new lenders. The Amended Credit Agreement matures on October 31, 2027 .

The Second Amendment was accounted for as a debt modification, which resulted in a non-cash loss of \$

1.2

million in the six months ended November 2, 2024 related to the partial write-off of unamortized debt issuance costs as a result of the reduction in the credit facility size. The non-cash loss was recognized in other expense, net in the Company's condensed consolidated statement of operations. Additionally, the Company incurred debt issuance costs of approximately \$

1.8

million associated with the Second Amendment which were capitalized and, along with the current unamortized debt issuance costs, are being amortized to interest expense on a straight-line basis over remaining term of the Amended Credit Agreement.

Loans denominated in US dollars under the Amended Credit Agreement bear interest at either (a) an adjusted base rate or (b) an adjusted term Secured Overnight Financing Rate ("SOFR") rate or term SOFR daily floating rate (in each case, as determined in accordance with the provisions of the Amended Credit Agreement in each case plus an applicable rate (the "Applicable Rate") ranging between

0.375

% and

1.75

%, in the case of adjusted base rate loans, and between

1.375

% and

2.75

%, in the case of adjusted term SOFR rate loans and term SOFR daily floating rate loans. Loans denominated in euros will bear interest at the Euro Interbank Offered Rate plus an Applicable Rate ranging between

1.375

% and

2.75

%. The Applicable Rate is set based on the Company's consolidated leverage ratio.

As of November 2, 2024, the outstanding balance under the revolving credit facility consisted of \$

297.9

million (€

275.0

million) of euro-denominated borrowings and \$

45.0

million of US dollar denominated borrowings. The Company has designated the euro-denominated borrowings as a net investment hedge of the foreign currency exposure of its investments in euro-denominated subsidiaries. Refer to Note 7, "Derivative Instruments and Hedging Activities" for further information.

The weighted-average interest rate on outstanding US dollar and euro-denominated borrowings under the Amended Credit Agreement was approximately

7.9

% and

6.3

% as of November 2, 2024. The Amended Credit Agreement contains customary representations and warranties, financial covenants, restrictive covenants and events of default.

The Amended Credit Agreement contains various representations and warranties, financial covenants (including covenants requiring the Company to maintain compliance with a minimum consolidated interest coverage ratio and a maximum consolidated leverage ratio, in each case as of the end of each fiscal quarter of the Company), restrictive and other covenants, and events of default. The covenants in the Amended Credit Agreement include an "anti-cash hoarding" requirement, as discussed above. As of November 2, 2024, the Company was in compliance with all the covenants in the Amended Credit Agreement.

### **Other debt**

One of the Company's European subsidiaries has debt that consists of

one

note with a maturity in 2031. The weighted-average interest rate on this debt was approximately

1.8

% as of November 2, 2024 and \$

0.2  
million of the debt was classified as short-term.

**Note 9. Shareholders' Equity**

**Repurchases of Common Stock**

On March 31, 2021, as subsequently amended on June 16, 2022, the Board of Directors authorized the purchase of up to \$ 200.0 million of the Company's outstanding common stock through June 14, 2024 (the "2021 Buyback Authorization"). On June 13, 2024, the Board of Directors approved a new share buyback authorization, commencing on June 17, 2024, for the purchase of up to \$ 200.0 million of the Company's outstanding common stock through June 17, 2026 (the "2024 Buyback Authorization"). Purchases may be made on the open market, including pursuant to purchase plans designed to comply with Rule 10b5-1 of the Securities Exchange Act of 1934, or in private transactions.

The following table summarizes activity under the 2021 Buyback Authorization:

(in millions, except share and per share data)	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
Shares purchased	—	322,779	136,000	322,779
Average price per share	—	24.03	11.55	24.03
Total cost	\$ —	\$ 7.8	\$ 1.6	\$ 7.8

Prior to its expiration, a total of 3,553,961 shares were purchased under the 2021 Buyback Authorization at a total cost of \$134.6 million. All purchased shares were retired and are reflected as a reduction of common stock for the par value of shares, with the excess applied as a reduction to retained earnings. In the three and six months ended November 2, 2024, there were zero and 136,000 shares purchased under the 2021 Buyback Authorization and no shares purchased under the 2024 Buyback Authorization. No further shares can be purchased under the 2021 Buyback Authorization. As of November 2, 2024, the dollar value of shares that remained available to be purchased by the Company under 2024 Buyback Authorization was \$200.0 million.

4.9	The Company paid dividends totaling \$
million and \$	
4.8	million in the three months ended November 2, 2024 and October 28, 2023, respectively. The Company paid dividends totaling \$
10.0	
million and \$	
10.1	million in the six months ended November 2, 2024 and October 28, 2023, respectively. Dividends paid in the six months ended November 2, 2024 and October 28, 2023, include \$
0.2	
million and \$	
0.4	million of dividend equivalent payments for restricted stock units that vested.

Comprehensive income (loss) is defined as the change in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources. A summary of changes in AOCI, net of tax is shown below:

	Three Months Ended November 2, 2024 (14 Weeks)			Six Months Ended November 2, 2024 (27 Weeks)		
(in millions)	Currency translation adjustments	Derivative instruments	Total	Currency translation adjustments	Derivative instruments	Total
Balance at beginning of period	(	(	(	(	(	(
	34.4	1.9	36.3	36.5	0.2	36.7
	\$ )	\$ )	\$ )	\$ )	\$ )	\$ )
Other comprehensive income (loss)	(	(	(		(	(
	0.4	1.3	1.7	0.7	3.5	2.8
	)	)	)		)	)
Tax expense (benefit)	(					
	0.1	0.4	0.3	0.9	0.9	1.8
	)					
Net other comprehensive income (loss)	(	(	(		(	(
	0.5	0.9	1.4	1.6	2.6	1.0
	)	)	)		)	)
	(	(	(	(	(	(
Balance at the end of period						
	34.9	2.8	37.7	34.9	2.8	37.7
	\$ )	\$ )	\$ )	\$ )	\$ )	\$ )

(in millions)	Currency translation adjustments	Derivative instruments	Total	Currency translation adjustments	Derivative instruments	Total
Balance at beginning of period	(	(	(	(	(	(
	22.3	0.8	23.1	19.8	0.8	19.0
	\$ )	\$ )	\$ )	\$ )	\$ )	\$ )
Other comprehensive income (loss)	(	(	(	(	(	(
	17.6	0.7	16.9	20.3	1.5	21.8
	)	)	)	)	)	)
Tax expense (benefit)	(	(	(	(	(	(
	2.6	0.3	2.9	2.4	0.3	2.1
	)	)	)	)	)	)
Net other comprehensive income (loss)	(	(	(	(	(	(
	20.2	0.4	19.8	22.7	1.2	23.9
	)	)	)	)	)	)
Balance at the end of period	(	(	(	(	(	(
	42.5	0.4	42.9	42.5	0.4	42.9
	\$ )	\$ )	\$ )	\$ )	\$ )	\$ )

### Stock-based compensation

The Company has granted stock options, restricted stock awards ("RSAs"), performance units ("PUs"), restricted stock units ("RSUs"), performance stock units ("PSUs") and stock awards to employees and non-employee directors under the Methode Electronics, Inc. 2022 Omnibus Incentive Plan ("2022 Plan"), the Methode Electronics, Inc. 2014 Omnibus Incentive Plan ("2014 Plan"), the Methode Electronics, Inc. 2010 Stock Plan ("2010 Plan"), and the Methode Electronics, Inc. 2004 Stock Plan ("2004 Plan"). The Company can no longer make grants under the 2014 Plan, 2010 Plan and 2004 Plan.

Subject to adjustment as provided in the 2022 Plan and the 2022 Plan's share counting provisions, the number of shares of the Company's common stock that will be available for all awards under the 2022 Plan is

5,550,000

, less an amount to reflect shares, options or other awards granted under prior plans after April 30, 2022. As of November 2, 2024, there were approximately

3.8

million shares available for award under the 2022 Plan.

### Restricted stock awards and performance units

As of November 2, 2024, the Company had

710,349

RSAs outstanding which may be earned based on the achievement of an earnings before net interest, taxes, fixed asset depreciation and intangible asset amortization ("EBITDA") measure for fiscal 2025. The RSAs will vest ranging from

0

% (for performance below threshold) to

100

% (target performance) based on the achievement of the EBITDA performance measure and continued employment. In addition, if the target performance is exceeded, up to an additional

355,175

PUs can be earned that will be settled in cash.

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The fair value of the RSAs was based on the closing stock price on the date of grant and the RSAs earn dividend equivalents during the vesting period, which are forfeitable if the RSAs do not vest. Compensation expense for the RSAs is recognized when it is probable the minimum threshold performance criteria will be achieved. Compensation expense for the PUs is recognized when it is probable that the target performance criteria will be exceeded. The Company assesses the probability of vesting at each balance sheet date and adjusts compensation costs based on the probability assessment. The cash-settled PUs represent a non-equity unit with a conversion value equal to the fair market value of a share of the Company's common stock on the vesting date. The PUs are classified as liability awards due to the cash settlement feature and are re-measured at each balance sheet date. In accordance with ASC 718, "Compensation - Stock Compensation," based on projections of the Company's current business portfolio, no compensation expense has been recognized for the RSAs or PUs to date, as the performance conditions are not probable of being met. Unrecognized stock-based compensation expense at target level of performance is \$

20.5

million as of November 2, 2024, which, subject to the performance conditions being met, will be recognized through fiscal 2025. The following table summarizes RSA activity:

	Restricted stock awards	Weighted average grant date fair value
Non-vested at April 27, 2024	789,674	\$ 28.81
Awarded	—	\$ —
Vested	—	\$ —
Forfeited	(79,325)	\$ 28.28
Non-vested at November 2, 2024	710,349	\$ 28.87

*Performance stock units*

In the six months ended November 2, 2024, the Company granted

192,779

PSUs which will vest upon the achievement of a total stockholder return ("TSR") measure based on the growth in the Company's stock price over a three-year performance period that ends April 30, 2027. The number of shares to be issued may range from

0

% to a maximum of

200

% of the PSUs granted. The Company estimated the grant date fair value of the PSUs using the Monte Carlo simulation model, as the TSR metric and changes in stock price are considered market conditions under ASC 718. The following table provides a summary of the weighted-average assumptions for the PSUs granted:

	Assumptions
Expected volatility	52.01 %
Risk free interest rate	4.07 %
Expected term (in years)	2.74
Grant date fair value	\$ 14.91

The PSUs earn dividend equivalents during the vesting periods, which are forfeitable if the PSUs do not vest. Unrecognized compensation expense for the PSUs was \$

2.6

million, which is expected to be recognized over a weighted average period of approximately three years. The following table summarizes PSU activity:

Performance stock units	Weighted average grant date fair value
-------------------------------	--

Non-vested at April 27, 2024	—	\$	—
Awarded	192,779	\$	14.91
Vested	—	\$	—
Forfeited	—	\$	—
Non-vested at November 2, 2024	192,779	\$	14.91

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### Restricted stock units

RSUs granted vest over a pre-determined period of time, up to five years from the date of grant. The fair value of the RSUs granted are based on the closing stock price on the date of grant and earn dividend equivalents during the vesting periods, which are forfeitable if the RSUs do not vest. The following table summarizes RSU activity:

	Restricted stock units	Weighted average grant date fair value
Non-vested at April 27, 2024		
	941,640	26.43
		\$
Awarded		
	267,833	12.25
		\$
Conversion of cash bonus to RSUs		
	160,401	12.87
		\$
Vested	(	
	395,412	28.30
	)	\$
Forfeited	(	
	182,596	22.72
	)	\$
Non-vested at November 2, 2024		
	791,866	18.81
		\$

In the six months ended November 2, 2024,

160,401

RSUs were awarded in exchange for cash bonuses earned by certain employees. These RSUs vest on March 7, 2025. As the expense associated with the cash bonuses was previously recognized in fiscal 2024, there is

no

incremental expense to be recognized for the RSUs. The Company reclassified \$

2.1

million from accrued employee liabilities to additional paid-in capital on its condensed consolidated balance sheets related to the conversion of the cash bonuses to RSUs.

Under the various stock plans, RSUs that have vested for certain executives, including Donald W. Duda, the Company's former CEO, and Ronald L.G. Tsoumas, the Company's former CFO, will not be delivered in common stock until the first day of the seventh month following the executive's termination from the Company or upon a change of control. As of November 2, 2024, common stock to be delivered to these executives totaled

793,108

shares, of which

707,555

shares were delivered on November 5, 2024. The vested deferred RSUs are considered outstanding for earnings per share calculations.

### Director awards

The Company grants stock awards to its non-employee directors as a component of their compensation. The stock awards vest immediately upon grant. Non-employee directors may elect to defer receipt of their shares under the Company's non-qualified deferred compensation plan. The following table summarizes awards granted to non-employee directors:

	Non-employee director awards	Deferred non-employee director awards	Total	Weighted average grant date fair value
Outstanding at April 27, 2024				
	—	77,319	77,319	37.23
				\$
Awarded				
	56,680	86,786	143,466	9.92
				\$
Issued	(	(	(	
	56,680	23,756	80,436	10.49
	)	)	)	\$
Outstanding at November 2, 2024				
	—	140,349	140,349	22.80
				\$



Stock options

The following table summarizes stock option activity:

	Stock options	Weighted average exercise price	Weighted-average life (years)	Aggregate intrinsic value (in millions)
Outstanding and exercisable at April 27, 2024				
	8,000	\$ 37.01	0.2	\$ 0.0
Exercised				
	—	\$ —		
Forfeited	( 8,000 )	\$ 37.01		
Outstanding and exercisable at November 2, 2024				
	—	\$ —	0.0	\$ 0.0

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### Stock-based compensation expense

All stock-based awards to employees and non-employee directors are recognized in selling and administrative expenses on the condensed consolidated statements of operations. Awards subject to graded vesting are recognized using the accelerated recognition method over the requisite service period. The table below summarizes the stock-based compensation expense related to the equity awards:

(in millions)	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
RSUs	1.3	1.3	2.0	2.3
	\$	\$	\$	\$
PSUs	0.2	—	0.2	—
Deferred non-employee director awards	—	—	0.9	1.0
Non-employee director awards	—	—	0.6	0.6
Total stock-based compensation expense	1.5	1.3	3.7	3.9
	\$	\$	\$	\$

### Note 10. Loss per Share

Basic loss per share is calculated by dividing net loss by the weighted average number of common shares outstanding for the applicable period, but excludes any contingently issued shares where the contingency has not been resolved. The weighted average number of common shares used in the diluted loss per share calculation is determined using the treasury stock method which includes the effect of all potential dilutive common shares outstanding during the period.

The following table sets forth the computation of basic and diluted loss per share:

	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
Numerator:				
Net loss (in millions)	(	(	(	(
	1.6	55.3	19.9	54.4
	\$ )	\$ )	\$ )	\$ )
Denominator:				
Denominator for basic loss per share - weighted average shares outstanding and vested/unissued restricted stock units	35,494,664	35,671,677	35,460,586	35,679,776
Dilutive potential common shares	—	—	—	—
Denominator for diluted loss per share	35,494,664	35,671,677	35,460,586	35,679,776
Loss per share:				
Basic	(	(	(	(
	0.05	1.55	0.56	1.52
	\$ )	\$ )	\$ )	\$ )
Diluted	(	(	(	(
	0.05	1.55	0.56	1.52
	\$ )	\$ )	\$ )	\$ )
Number of anti-dilutive potentially issuable shares excluded from diluted common shares outstanding	1,220,031	1,543,183	1,112,511	1,536,206

In the three and six months ended November 2, 2024 and October 28, 2023, all potential common shares issuable for PSUs and RSUs were excluded from the calculation of diluted loss per share, as the effect of including them would have been anti-dilutive. The dilutive effect of potential common shares issuable for PSUs and RSUs on the weighted-average number of common shares outstanding would have been approximately

231,000  
and

584,000

common shares for the three months ended November 2, 2024 and October 28, 2023, respectively. The dilutive effect of potential common shares issuable for PSUs and RSUs on the weighted-average number of common shares outstanding would have been approximately

150,000  
and

589,000

common shares for the six months ended November 2, 2024 and October 28, 2023, respectively.

**Note 11. Segment Information**

An operating segment is defined as a component of an enterprise that engages in business activities from which it may earn revenues and incur expenses, and about which separate financial information is regularly evaluated by the Chief Operating Decision Maker ("CODM") in deciding how to allocate resources. The CODM is the Company's Chief Executive Officer ("CEO").

The Automotive segment supplies electronic and electro-mechanical devices and related products to automobile OEMs, either directly or through their tiered suppliers. Products include integrated overhead and center consoles, hidden and ergonomic switches, transmission lead-frames, insert molded components, LED-based lighting and sensors, which incorporate magneto-elastic sensing and other sensing technologies that monitor the operation or status of a component or system.

The Industrial segment manufactures exterior and interior lighting solutions, industrial safety radio remote controls, braided flexible cables, current-carrying laminated busbars and devices, custom power-product assemblies, such as our PowerRail® solution, high-current high-voltage flexible power cabling systems and powder-coated busbars that are used in various markets and applications, including aerospace, commercial vehicles, data centers, industrial equipment, power conversion, military, telecommunications and transportation.

The Interface segment provides a variety of high-speed digital communication over copper media solutions for the data center and broadband markets, and interface panel solutions for the appliance market. Solutions include copper transceivers, distribution point units, and solid-state field-effect consumer touch panels.

The Medical segment was made up of the Company's medical device business, Dabir Surfaces, with its surface support technology aimed at pressure injury prevention. In the first quarter of fiscal 2024, the Company made the decision to initiate the discontinuation of Dabir Surfaces. In the second quarter of fiscal 2024, the Company sold certain assets of its Dabir Surfaces business. See Note 3, "Disposition" for more information.

The tables below present information about the Company's reportable segments:

Three Months Ended November 2, 2024 (14 Weeks)						
(in millions)	Automotive	Industrial	Interface	Medical	Eliminations/ Corporate	Consolidated
Net sales					(	
	148.1	139.4	15.7	—	10.6	292.6
	\$	\$	\$	\$	\$	\$
Transfers between segments	(	(				
	2.6	8.0	—	—	10.6	—
	)	)				
Net sales to unaffiliated customers						
	145.5	131.4	15.7	—	—	292.6
	\$	\$	\$	\$	\$	\$
Income (loss) from operations					(	
	0.7	24.3	4.7	—	20.3	9.4
	\$	\$	\$	\$	\$	\$
Interest expense, net						6.2
Other expense, net						1.6
Pre-tax income						1.6
						\$

Three Months Ended October 28, 2023 (13 Weeks)						
(in millions)	Automotive	Industrial	Interface	Medical	Eliminations/ Corporate	Consolidated
Net sales					(	
	158.0	128.0	11.7	1.6	11.3	288.0
	\$	\$	\$	\$	\$	\$
Transfers between segments	(	(				
	3.7	7.6	—	—	11.3	—
	)	)				
Net sales to unaffiliated customers						
	154.3	120.4	11.7	1.6	—	288.0
	\$	\$	\$	\$	\$	\$
Income (loss) from operations	(			(	(	(
	61.5	25.7	1.0	0.7	15.8	51.3
	\$	\$	\$	\$	\$	\$

Interest expense, net						4.4
Other expense, net						( 0.2 )
Pre-tax loss						( 55.5 )
						\$
Goodwill impairment						
	\$ 56.5	\$ —	\$ —	\$ —	\$ —	\$ 56.5

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Six Months Ended November 2, 2024 (27 Weeks)						
(in millions)	Automotive	Industrial	Interface	Medical	Eliminations/ Corporate	Consolidated
Net sales					(	
	284.8	256.5	27.9	—	18.1	551.1
	\$	\$	\$	\$	\$	\$
Transfers between segments	(	(			)	
	4.5	13.6	—	—	18.1	—
	)	)				
Net sales to unaffiliated customers						
	280.3	242.9	27.9	—	—	551.1
	\$	\$	\$	\$	\$	\$
Income (loss) from operations	(				(	
	5.0	41.2	6.6	—	40.9	1.9
	\$	\$	\$	\$	\$	\$
Interest expense, net						
						11.0
Other expense, net						
						2.4
Pre-tax loss						(
						11.5
						\$

Six Months Ended October 28, 2023 (26 Weeks)						
(in millions)	Automotive	Industrial	Interface	Medical	Eliminations/ Corporate	Consolidated
Net sales					(	
	319.1	250.6	27.0	2.4	21.4	577.7
	\$	\$	\$	\$	\$	\$
Transfers between segments	(	(	(			
	6.5	14.8	0.1	—	21.4	—
	)	)	)			
Net sales to unaffiliated customers						
	312.6	235.8	26.9	2.4	—	577.7
	\$	\$	\$	\$	\$	\$
Income (loss) from operations	(				(	(
	64.3	49.9	3.9	2.9	34.1	47.5
	\$	\$	\$	\$	\$	\$
Interest expense, net						
						7.2
Other income, net						(
						0.2
						)
Pre-tax loss						(
						54.5
						\$
Goodwill impairment						
	56.5	—	—	—	—	56.5
	\$	\$	\$	\$	\$	\$

(in millions)	November 2, 2024	April 27, 2024
Identifiable assets:		

Automotive

	617.7	592.7
	\$	\$
Industrial	608.8	604.5
Interface	71.4	67.1
Medical	0.2	0.2
Eliminations/Corporate	77.0	139.0
Total identifiable assets	1,375.1	1,403.5
	\$	\$

**Note 12. Contingencies**

Certain litigation arising in the normal course of business is pending against us. The Company is, from time-to-time, subject to various legal actions and claims incidental to our business, including those arising out of alleged defects, breach of contracts, employment-related matters, environmental matters and intellectual property matters. The Company has established loss provisions for matters in which losses are deemed probable and reasonably estimable. The Company considers insurance coverage and third-party indemnification, among other things, when determining required accruals for pending litigation and claims. Although the outcome of potential legal actions and claims cannot be predicted with certainty, it is the Company's opinion, based on the information available, that it has adequate reserves for these liabilities. However, the ultimate outcome of any matter could require payment in excess of any amount that the Company may have accrued.

### **Hetronic Germany-GmbH Matters**

For several years, Hetronic Germany-GmbH and Hydronic-Steuersysteme-GmbH (the “Fuchs companies”) served as our distributors for Germany, Austria and other central and eastern European countries pursuant to their respective intellectual property licenses and distribution and assembly agreements. The Company became aware that the Fuchs companies and their managing director, Albert Fuchs, had materially violated those agreements. As a result, the Company terminated all of its agreements with the Fuchs companies. On June 20, 2014, the Company filed a lawsuit against the Fuchs companies in the Federal District Court for the Western District of Oklahoma alleging material breaches of the distribution and assembly agreements and seeking damages, as well as various forms of injunctive relief. The defendants filed counterclaims alleging breach of contract, interference with business relations and business slander. On April 2, 2015, the Company amended its complaint against the Fuchs companies to add additional unfair competition and Lanham Act claims and to add additional affiliated parties.

A trial with respect to the matter began in February 2020. During the trial, the defendants dismissed their one remaining counterclaim with prejudice. On March 2, 2020, the jury returned a verdict in favor of the Company. The verdict included approximately \$

102  
million in compensatory damages and \$

11  
million in punitive damages. On April 22, 2020, the District Court entered a permanent injunction barring defendants from selling infringing products and ordering them to return Hetronic’s confidential information. Defendants appealed entry of the permanent injunction. On May 29, 2020, the District Court held defendants in contempt for violating the permanent injunction and entered the final judgment. Defendants appealed entry of the final monetary judgment as well. The appeal of the permanent injunction and the appeal of the final judgment were consolidated into a single appeal before the U.S. Court of Appeals for the Tenth Circuit. On August 24, 2021, the Tenth Circuit issued a decision affirming the lower court’s ruling with the exception that it instructed the District Court to modify the injunction from the entire world to all of the countries in which Hetronic sells its products. On April 20 and 21, 2022, the District Court held a hearing related to modifying the injunction pursuant to the Tenth Circuit’s opinion, and the parties have filed post-hearing briefs. The defendants also filed a petition for certiorari with the United States Supreme Court seeking to further appeal the extraterritorial application of the Lanham Act in this case. The Company opposed that petition. The Supreme Court requested the views of the Solicitor General on the petition for certiorari, and the Solicitor General recommended granting the petition. On November 4, 2022, the Supreme Court granted the petition. The Supreme Court heard arguments in this matter on March 21, 2023. On June 29, 2023, the Supreme Court vacated the Tenth Circuit’s August 2021 decision and remanded the matter back to the Tenth Circuit for further proceedings. On September 1, 2023, the Tenth Circuit requested supplemental briefing from the parties regarding the effect of the Supreme Court’s decision on the appeal and the proper course of further proceedings. That briefing was thereafter submitted, and the Tenth Circuit heard argument in this matter on January 24, 2024. On April 23, 2024, the Tenth Circuit issued an opinion affirming the District Court’s final judgment on the state law breach of contract and tort claims (this affirmed final judgment amount represents only approximately \$

22.5  
million of the vacated original \$

113  
million final judgment that had been entered in 2020) and remanding for further non-trial proceedings with respect to the appropriate remedies for the Lanham Act claims in light of the Supreme’s Court ruling that the Lanham Act does not apply extraterritorially. On August 5, 2024, the District Court entered an amended permanent injunction and amended final judgment. The amended permanent injunction limited the geographic reach of the permanent injunction barring defendants from selling infringing products so that it only applies in the United States and reaffirmed the court’s prior order requiring defendants to return Hetronic’s confidential information. The amended final judgment reaffirmed the final judgment of approximately \$

22.5  
million plus interest for the state law breach of contract and tort claims and entered judgment in an amended amount of approximately \$

0.3  
million plus interest for the infringing U.S. sales under the Lanham Act. The deadline for any appeals of the District Court’s orders was September 4, 2024 and no appeal of those orders was filed before that deadline.

The Company has not received payment of any portion of the judgment from the defendants. Like any judgment, particularly a judgment involving defendants outside of the United States, there is no guarantee that the Company will be able to collect all or any portion of the judgment. Furthermore, defendants Abitron Germany and Hetronic Germany filed for insolvency in German court in September and October 2023 respectively, and the Germany insolvency court then appointed a receiver. These insolvency proceedings could potentially adversely impact our ability to enforce or collect upon the judgment or portions of the judgment or otherwise pursue or enforce claims or rights against those defendants.



### Stockholder Litigation

On August 26, 2024, a putative class action lawsuit on behalf of purchasers of Company common stock between June 23, 2022 and March 6, 2024, inclusive, entitled *Marie Salem v. Methode Electronics, Inc. et al.* was filed in the U.S. District Court for the Northern District of Illinois against the Company, a former Chief Executive Officer, President and director of the Company and a former Chief Financial Officer of the Company. The complaint alleges, among other things, that the defendants made false and/or misleading statements relating to the Company's business, operations and prospects, including in respect of the Company's transition to production of more specialized components for manufacturers of electric vehicles and the Company's operations at its facility in Monterrey, Mexico, in violation of Sections 10(b) and 20 of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. The complaint seeks, among other things, unspecified money damages along with equitable relief and costs and expenses, including counsel fees and expert fees. Another purported shareholder filed a substantially similar action in the U.S. District Court for the Northern District of Illinois on October 7, 2024 against the same defendants and a former Chief Operating Officer of the Company, in a case entitled *City of Cape Coral Municipal General Employees Retirement Plan v. Methode Electronics, Inc., et al.* The second securities class action was filed on behalf of a broader putative class of purchasers of Company common stock between December 2, 2021 and March 6, 2024. In addition, on November 26, 2024, a purported shareholder filed a derivative lawsuit on behalf of the Company in the U.S. District Court for the Northern District of Illinois against the current members of the Company's Board of Directors, as well as certain former directors and executives, alleging that the defendants breached their fiduciary duties by allowing the Company to issue various statements that are alleged to have been false or misleading for the same reasons alleged in the securities class action complaints. The derivative lawsuit is entitled *Ray Homsy v. Donald Duda, et al.* (together with the Salem and City of Cape Coral matters, the "Stockholder Actions").

The Company disagrees with and intends to vigorously defend against the Stockholder Actions. The Stockholder Actions could result in costs and losses to the Company, including potential costs associated with the indemnification of the other defendants. At this time, given the current status of the Stockholder Actions, the Company is unable to reasonably estimate an amount or range of reasonably possible loss, if any, that may result from the Stockholder Actions.

### SEC Investigation

The Company received a subpoena from the SEC dated November 1, 2024 seeking documents and information relating to, among other things, the Company's operations in certain foreign countries, certain financial and accounting matters relating thereto, compliance with the Foreign Corrupt Practices Act and other anti-corruption laws, and material weaknesses in the Company's internal control over financial reporting previously reported in its public filings. The Company is cooperating with the SEC. The subpoena and related investigation or other future requests for information could result in costs to the Company, including the expenditure of financial and managerial resources. In addition, this request may lead to the assertion of claims or the commencement of legal proceedings against the Company, which in turn may lead to material fines, penalties or other liabilities. However, at this time, the Company is unable to reasonably estimate an amount or range of reasonably possible loss, if any, that may result from these matters.

### Note 13. Restructuring and Asset Impairment Charges

Restructuring and asset impairment charges includes costs related to restructuring actions taken by the Company as well as long-lived asset impairments.

The Company continually monitors market factors and industry trends and takes restructuring actions to reduce overall costs and improve operational profitability as appropriate. Restructuring actions generally result in charges for employee termination benefits, plant closures, asset impairments and contract termination costs.

Components of restructuring and asset impairment charges were as follows:

	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
(in millions)				
Employee termination benefits	\$ —	\$ 0.6	\$ 0.3	\$ 0.7
Asset impairment charges	0.1	—	0.4	0.6
Total	\$ 0.1	\$ 0.6	\$ 0.7	\$ 1.3

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The table below presents restructuring and asset impairment charges by reportable segment.

(in millions)	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
Automotive	\$ —	\$ 0.2	\$ 0.3	\$ 0.2
Industrial	0.1	—	0.1	—
Interface	—	—	—	—
Medical	—	0.4	—	1.1
Eliminations/Corporate	—	—	0.3	—
Total	\$ 0.1	\$ 0.6	\$ 0.7	\$ 1.3
<b>Recognized in:</b>				
Cost of products sold	\$ 0.1	\$ 0.2	\$ 0.4	\$ 0.8
Selling and administrative expenses	—	0.4	0.3	0.5
	\$ 0.1	\$ 0.6	\$ 0.7	\$ 1.3

The Company's restructuring liability was \$

0.1  
million and \$

0.7  
million as of November 2, 2024 and April 27, 2024, respectively. Estimates of restructuring costs are based on information available at the time such charges are recorded. Due to the inherent uncertainty involved in estimating restructuring costs, actual amounts paid for such activities may differ from amounts initially recorded. Accordingly, the Company may record revisions of previous estimates by adjusting previously established accruals. The Company may take additional restructuring actions in future periods based upon market conditions and industry trends.

**Note 14. Related Party Transactions**

The Company's former Interim Chief Financial Officer, David Rawden, is a director of AlixPartners, LLP ("AlixPartners"), a business advisory firm that currently provides a number of consulting services to the Company. The Company's former Interim Chief Executive Officer, Kevin Nystrom, is a partner and managing director of AlixPartners. In the three and six months ended November 2, 2024, the Company recognized \$

5.4  
million and \$

8.9  
million, respectively, of expense for consulting services provided by AlixPartners. As of November 2, 2024, \$

4.4  
million was payable to AlixPartners, of which \$

3.2  
million was reflected in other accrued liabilities and \$

1.2  
million was reflected in accounts payable on the condensed consolidated balance sheets. As of April 27, 2024, \$

1.4  
million was payable to AlixPartners which was reflected in other accrued liabilities on the condensed consolidated balance sheets.



## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

As used herein, "we," "us," "our," the "Company" or "Methodo" means Methodo Electronics, Inc. and its subsidiaries.

### CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q ("Quarterly Report") includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that reflect, when made, our current views with respect to current events and financial performance. Such forward-looking statements are subject to many risks, uncertainties and factors relating to our operations and business environment, which may cause our actual results to be materially different from any future results, express or implied, by such forward-looking statements. All statements that address future operating, financial or business performance or our strategies or expectations are forward-looking statements. In some cases, you can identify these statements by forward-looking words such as "may," "might," "will," "should," "expects," "plans," "intends," "anticipates," "believes," "estimates," "predicts," "projects," "potential," "outlook," "upcoming," or "continue," and other comparable terminology. Factors that could cause actual results to differ materially from these forward-looking statements include, but are not limited to, the following:

- Dependence on the automotive, commercial vehicle, and construction industries;
- Timing, quality and cost of new program launches;
- Changes in electric vehicle ("EV") demand;
- Investment in programs prior to the recognition of revenue;
- Failure to attract and retain qualified personnel;
- Impact from production delays or cancelled orders;
- Impact from inflation;
- Dependence on the availability and price of materials;
- Dependence on a small number of large customers, including one large automotive customer;
- Dependence on our supply chain;
- Risks related to conducting global operations;
- Effects of potential catastrophic events or other business interruptions;
- Ability to withstand pricing pressures, including price reductions;
- Potential impact of securities class action, other litigation, and government investigations and inquiries;
- Ability to compete effectively;
- Our lengthy sales cycle;
- Risks relating to our use of requirements contracts;
- Potential work stoppages;
- Ability to successfully benefit from acquisitions and divestitures;
- Ability to manage our debt levels and comply with restrictions and covenants under our credit agreement;
- Interest rate changes and variable rate instruments;
- Timing and magnitude of costs associated with restructuring activities;
- Recognition of goodwill and other intangible asset impairment charges;
- Ability to remediate material weaknesses in our internal control over financial reporting;
- Currency fluctuations;
- Income tax rate fluctuations;
- Judgments related to accounting for tax positions;
- Ability to withstand business interruptions;
- Potential IT security threats or breaches;
- Ability to protect our intellectual property;
- Costs associated with environmental, health and safety regulations;
- International trade disputes resulting in tariffs and our ability to mitigate tariffs;
- Impact from climate change and related regulations; and
- Ability to avoid design or manufacturing defects.

Additional details and factors are discussed under the caption "Risk Factors" in Part 1, Item 1A of our Annual Report on Form 10-K for the year ended April 27, 2024. New risks and uncertainties arise from time to time, and it is impossible for us to predict these events or how they may affect us. Any forward-looking statements made by us speak only as of the date on which they are made. We are under no obligation to, and expressly disclaim any obligation to, update or alter our forward-looking statements, whether as a result of new information, subsequent events or otherwise.

## **Overview**

We are a leading global supplier of custom engineered solutions with sales, engineering and manufacturing locations in North America, Europe, Middle East and Asia. We design, engineer and produce mechatronic products for Original Equipment Manufacturers ("OEMs") utilizing our broad range of technologies for user interface, light-emitting diode ("LED") lighting system, power distribution and sensor applications.

Our solutions are found in the end markets of transportation (including automotive, commercial vehicle, e-bike, aerospace, bus and rail), cloud computing infrastructure, construction equipment and consumer appliance.

## **Macroeconomic Conditions**

The global economy continues to experience volatile disruptions including to the commodity, labor and transportation markets, arising from a combination of geopolitical events and various economic and financial factors. These disruptions have affected our operations and may continue to affect our business, financial condition and results of operations. As a result of continued inflation, we have implemented measures to mitigate certain adverse effects of higher costs. However, we have been unable to fully mitigate or pass through the increases in our costs to our customers, which will likely continue in the future.

Our business in the future will be impacted by the broad trend of electrification. The adoption of EVs has been slower than anticipated, which may impact our financial condition and results of operations. In addition, there are various government policies, subsidies, and economic incentives designed to increase EV adoption. There is no guarantee these incentive programs will be available in the future.

## **Geopolitical Conditions**

Russia's invasion of Ukraine and the resulting economic sanctions imposed by the international community impacted the global economy and gave rise to potential global security issues that may adversely affect international business and economic conditions. Given our manufacturing operations in the Middle East and Asia, the continuation of the military conflict between Russia and Ukraine, the escalation or expansion of the Israel-Hamas war, or renewed terrorist attacks on Red Sea shipping, such as those by the Houthis, could lead to other supply chain disruptions, increased inflationary pressures, higher freight costs and volatility in global markets and industries that could negatively impact our operations. The full impact of the conflicts on our business operations and financial performance remains uncertain and will depend on future developments, including the severity and duration of the conflicts and their impact on regional and global economic conditions. We will continue to monitor the conflicts and assess the related restrictions and other effects on our employees, customers, suppliers and business.

## **Global Supply Chain Disruptions**

Although we saw improvements in our supply chain in fiscal 2024, including easing of the worldwide semiconductor supply shortage, new supply chain disruptions may occur in the future. In addition, we have experienced, and may continue to experience, business interruptions, including customer shutdowns and increased material and logistics costs and labor shortages. We could also be impacted by changes in government regulations in areas including, but not limited to, trade and tariff regulations, which would increase our costs. We continue to work closely with suppliers and customers to minimize the potential adverse impact from global supply chain disruptions. However, if we are not able to mitigate any direct or indirect supply chain disruptions, this may have a material adverse impact on our financial condition, results of operations and cash flows.

## **Consolidated Results of Operations**

We maintain our financial records on the basis of a 52 or 53-week fiscal year ending on the Saturday closest to April 30. Fiscal 2025 is a 53-week year and fiscal 2024 was a 52-week year. For the three months ended November 2, 2024, our accounting period included 14 weeks compared to 13 weeks for the three months ended October 28, 2023. For the six months ended November 2, 2024, our accounting period included 27 weeks compared to 26 weeks for the six months ended October 28, 2023. The following discussions of comparative results among periods should be reviewed in this context.

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The table below compares our results of operations between the three and six months ended November 2, 2024 and the three and six months ended October 28, 2023:

(in millions)	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
Net sales	\$ 292.6	\$ 288.0	\$ 551.1	\$ 577.7
Cost of products sold	234.7	235.7	448.6	471.4
Gross profit	57.9	52.3	102.5	106.3
Selling and administrative expenses	42.6	40.9	88.8	85.4
Goodwill impairment	—	56.5	—	56.5
Amortization of intangibles	5.9	6.2	11.8	11.9
Interest expense, net	6.2	4.4	11.0	7.2
Other expense (income), net	1.6	(0.2)	2.4	(0.2)
Income tax expense (benefit)	3.2	(0.2)	8.4	(0.1)
Net loss	<u>\$ (1.6)</u>	<u>\$ (55.3)</u>	<u>\$ (19.9)</u>	<u>\$ (54.4)</u>

#### Net sales

Net sales increased \$4.6 million, or 1.6%, to \$292.6 million in the three months ended November 2, 2024, compared to \$288.0 million in the three months ended October 28, 2023. Foreign currency translation increased net sales by \$4.3 million. Excluding foreign currency translation, net sales increased \$0.3 million. The increase was primarily due to higher sales volumes in the Industrial segment, partially offset by lower sales volumes in the Automotive segment.

Net sales decreased \$26.6 million, or 4.6%, to \$551.1 million in the six months ended November 2, 2024, compared to \$577.7 million in the six months ended October 28, 2023. Foreign currency translation increased net sales by \$2.6 million. Excluding foreign currency translation, net sales decreased \$29.2 million. The decrease was primarily due to lower sales volumes in the Automotive segment, partially offset by higher sales volumes in the Industrial segment.

#### Cost of products sold

Cost of products sold decreased \$1.0 million, or 0.4%, to \$234.7 million (80.2% of net sales) in the three months ended November 2, 2024, compared to \$235.7 million (81.8% of net sales) in the three months ended October 28, 2023. Foreign currency translation increased cost of products sold by \$3.3 million. Excluding foreign currency translation, cost of products sold decreased \$4.3 million. The decrease was primarily due to lower freight and warranty costs, partially offset by higher salary expense.

Cost of products sold decreased \$22.8 million, or 4.8%, to \$448.6 million (81.4% of net sales) in the six months ended November 2, 2024, compared to \$471.4 million (81.6% of net sales) in the six months ended October 28, 2023. Foreign currency translation increased cost of products sold by \$2.0 million. Excluding foreign currency translation, cost of products sold decreased \$24.8 million. The decrease was primarily due to lower material and freight costs as a result of a decrease in sales volumes, partially offset by higher salary expense. Restructuring and asset impairment charges included within cost of products sold were \$0.4 million in the six months ended November 2, 2024, compared to \$0.8 million in the six months ended October 28, 2023.

#### Gross profit margin

Gross profit margin was 19.8% of net sales in the three months ended November 2, 2024, compared to 18.2% of net sales in the three months ended October 28, 2023. Gross profit margin was 18.6% of net sales in the six months ended November 2, 2024, compared to 18.4% of net sales in the six months ended October 28, 2023.

The increase in gross profit margin in both periods was primarily a result of product mix from higher sales in the Industrial segment and lower operating expenses.

#### Selling and administrative expenses

Selling and administrative expenses increased \$1.7 million, or 4.2%, to \$42.6 million (14.6% of net sales) in the three months ended November 2, 2024, compared to \$40.9 million (14.2% of net sales) in the three months ended October 28, 2023. The increase was due to higher incentive compensation expense and professional fees, partially offset by lower salary expense. Professional fees include \$5.4 million for consulting and interim executive services provided by AlixPartners.

Selling and administrative expenses increased \$3.4 million, or 4.0%, to \$88.8 million (16.1% of net sales) in the six months ended November 2, 2024, compared to \$85.4 million (14.8% of net sales) in the six months ended October 28, 2023. The increase was primarily due to higher professional fees and incentive compensation expense, partially offset by lower salary expense. Professional fees include \$8.9 million for consulting and interim executive services provided by AlixPartners.

### **Goodwill impairment**

In the three and six months ended October 28, 2023, we recognized a goodwill impairment of \$56.5 million in the Automotive segment. For further information, see Note 6, "Goodwill and Other Intangible Assets" to the condensed consolidated financial statements included in this Report.

### **Amortization of intangibles**

Amortization of intangibles was \$5.9 million in the three months ended November 2, 2024, compared to \$6.2 million in the three months ended October 28, 2023. Amortization of intangibles was \$11.8 million in the six months ended November 2, 2024, compared to \$11.9 million in the six months ended October 28, 2023.

### **Interest expense, net**

Interest expense, net was \$6.2 million in the three months ended November 2, 2024, compared to \$4.4 million in the three months ended October 28, 2023. Interest expense, net was \$11.0 million in the six months ended November 2, 2024, compared to \$7.2 million in the six months ended October 28, 2023. The increase in both periods was due to a higher level of borrowings and increased interest rates.

### **Other expense (income), net**

Other expense, net was \$1.6 million in the three months ended November 2, 2024, compared to other income, net of \$0.2 million in the three months ended October 28, 2023. Net foreign exchange loss was \$1.7 million in the three months ended November 2, 2024, compared to net foreign exchange gain of \$0.3 million in the three months ended October 28, 2023.

Other expense, net was \$2.4 million in the six months ended November 2, 2024, compared to other income, net of \$0.2 million in the six months ended October 28, 2023. Other expense, net in the six months ended November 2, 2024 includes a non-cash write-off of \$1.2 million of unamortized debt issuance costs. Net foreign exchange loss was \$2.3 million in the six months ended November 2, 2024, compared to net foreign exchange gain of \$0.5 million in the six months ended October 28, 2023. In the six months ended November 2, 2024, we received \$1.0 million of international government assistance.

### **Income tax expense**

Income tax expense was \$3.2 million (200.0% effective tax rate) in the three months ended November 2, 2024, compared to an income tax benefit of \$0.2 million (0.4% effective tax rate) in the three months ended October 28, 2023. Income tax expense was \$8.4 million (-73.0% effective tax rate) in the six months ended November 2, 2024, compared to an income tax benefit of \$0.1 million (0.2% effective tax rate) in the six months ended October 28, 2023.

The effective tax rate for the three and six months ended November 2, 2024 was higher than the U.S. federal statutory tax rate of 21% primarily due to an increase in a valuation allowance for U.S. deferred tax assets and global intangible low-tax income, partially offset by the impact of income derived from foreign operations with lower statutory tax rates, research deductions claimed in foreign jurisdictions and foreign exchange loss. The effective tax rate for the three and six months ended October 28, 2023 was lower than the U.S. federal statutory tax rate of 21% primarily due to income derived from foreign operations with lower statutory tax rates and research deductions claimed in foreign jurisdictions, partially offset by global intangible low-tax income and non-deductible expenses.

### **Net loss**

Net loss was \$1.6 million in the three months ended November 2, 2024, compared to \$55.3 million in the three months ended October 28, 2023. Net loss was \$19.9 million in the six months ended November 2, 2024, compared to \$54.4 million in the six months ended October 28, 2023. The net loss was a result of the reasons described above.

## Reportable Operating Segments

### Automotive

(\$ in millions)	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
Net sales				
North America	\$ 69.7	\$ 70.9	\$ 136.0	\$ 137.7
Europe, the Middle East & Africa ("EMEA")	66.5	49.7	125.8	101.9
Asia	9.3	33.7	18.5	73.0
Net sales	145.5	154.3	280.3	312.6
Gross profit	\$ 14.2	\$ 11.6	\$ 22.8	\$ 26.9
As a percent of net sales	9.8%	7.5%	8.1%	8.6%
Income (loss) from operations	\$ 0.7	\$ (61.5)	\$ (5.0)	\$ (64.3)
As a percent of net sales	0.5%	(39.9)%	(1.8)%	(20.6)%

#### Net sales

Automotive segment net sales decreased \$8.8 million, or 5.7%, to \$145.5 million in the three months ended November 2, 2024, compared to \$154.3 million in the three months ended October 28, 2023. Excluding foreign currency translation, net sales decreased \$10.9 million.

Net sales in North America decreased \$1.2 million to \$69.7 million in the three months ended November 2, 2024, compared to \$70.9 million in the three months ended October 28, 2023. The decrease was due to the roll off of legacy programs offset by new program launches. Net sales in EMEA increased \$16.8 million to \$66.5 million in the three months ended November 2, 2024, compared to \$49.7 million in the three months ended October 28, 2023. The stronger euro, relative to the U.S. dollar, increased net sales in EMEA by \$1.9 million. Excluding foreign currency translation, net sales in EMEA were higher due to new program launches, partially offset by lower sales volumes of sensor products. Net sales in Asia decreased \$24.4 million to \$9.3 million in the three months ended November 2, 2024, compared to \$33.7 million in the three months ended October 28, 2023. The stronger Chinese renminbi, relative to the U.S. dollar, increased net sales in Asia by \$0.2 million. Excluding foreign currency translation, net sales in Asia decreased primarily due to a program roll-off.

Automotive segment net sales decreased \$32.3 million, or 10.3%, to \$280.3 million in the six months ended November 2, 2024, compared to \$312.6 million in the six months ended October 28, 2023. Excluding foreign currency translation, net sales decreased \$33.6 million.

Net sales in North America decreased \$1.7 million to \$136.0 million in the six months ended November 2, 2024, compared to \$137.7 million in the six months ended October 28, 2023. The decrease was due to the roll off of legacy programs offset by new program launches. Net sales in EMEA increased \$23.9 million to \$125.8 million in the six months ended November 2, 2024, compared to \$101.9 million in the six months ended October 28, 2023. The stronger euro, relative to the U.S. dollar, increased net sales in EMEA by \$1.3 million. Excluding foreign currency translation, net sales in EMEA were higher due to new program launches, partially offset by lower sales volumes of sensor products. Net sales in Asia decreased \$54.5 million to \$18.5 million in the six months ended November 2, 2024, compared to \$73.0 million in the six months ended October 28, 2023. The decrease was primarily due to a program roll-off.

#### Gross profit

Automotive segment gross profit increased \$2.6 million, or 22.4%, to \$14.2 million in the three months ended November 2, 2024, compared to \$11.6 million in the three months ended October 28, 2023. Excluding foreign currency translation, gross profit increased \$2.3 million. Gross profit margins increased to 9.8% in the three months ended November 2, 2024, compared to 7.5% in the three months ended October 28, 2023. The increase in gross profit was primarily due to higher sales volumes in EMEA and lower freight and warranty costs.

Automotive segment gross profit decreased \$4.1 million, or 15.2%, to \$22.8 million in the six months ended November 2, 2024, compared to \$26.9 million in the six months ended October 28, 2023. Excluding foreign currency translation, gross profit decreased \$4.4 million. Gross profit margins decreased to 8.1% in the six months ended November 2, 2024, compared to 8.6% in the six months ended October 28, 2023. The decrease in gross profit was due to lower sales volumes and higher salary expense, partially offset by lower freight and warranty costs.



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### Income (loss) from operations

Automotive segment income from operations was \$0.7 million in the three months ended November 2, 2024, compared to a loss of \$61.5 million in the three months ended October 28, 2023. Loss from operations in the three months ended October 28, 2023, includes goodwill impairment of \$56.5 million. Excluding goodwill impairment and foreign currency translation, income from operations increased \$5.6 million. The improvement was due to higher gross profit and lower selling and administrative expenses. Selling and administrative expenses decreased due to lower compensation expense, travel and entertainment expense, and professional fees.

Automotive segment loss from operations was \$5.0 million in the six months ended November 2, 2024, compared to \$64.3 million in the six months ended October 28, 2023. Loss from operations in the six months ended October 28, 2023, includes goodwill impairment of \$56.5 million. Excluding goodwill impairment and foreign currency translation, loss from operations decreased \$2.8 million. The improvement was due to lower selling and administrative expenses, partially offset by lower gross profit. Selling and administrative expenses decreased due to lower outbound freight, travel and entertainment expense, compensation expense and professional fees.

### Industrial

(\$ in millions)	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
Net sales	\$ 131.4	\$ 120.4	\$ 242.9	\$ 235.8
Gross profit	\$ 38.0	\$ 37.9	\$ 70.8	\$ 73.5
As a percent of net sales	28.9%	31.5%	29.1%	31.2%
Income from operations	\$ 24.3	\$ 25.7	\$ 41.2	\$ 49.9
As a percent of net sales	18.5%	21.3%	17.0%	21.2%

### Net sales

Industrial segment net sales increased \$11.0 million, or 9.1%, to \$131.4 million in the three months ended November 2, 2024, compared to \$120.4 million in the three months ended October 28, 2023. Excluding foreign currency translation, net sales increased \$8.8 million.

Industrial segment net sales increased \$7.1 million, or 3.0%, to \$242.9 million in the six months ended November 2, 2024, compared to \$235.8 million in the six months ended October 28, 2023. Excluding foreign currency translation, net sales increased \$5.8 million.

The increase in both periods was due to higher sales volumes of power distribution products for data centers, partially offset by lower sales volumes for lighting products in the commercial vehicle and off-road equipment markets.

### Gross profit

Industrial segment gross profit increased \$0.1 million, or 0.3%, to \$38.0 million in the three months ended November 2, 2024, compared to \$37.9 million in the three months ended October 28, 2023. Excluding foreign currency translation, gross profit decreased \$0.6 million. Gross profit margins decreased to 28.9% in the three months ended November 2, 2024, compared to 31.5% in the three months ended October 28, 2023. Gross profit margins were impacted by product mix and higher operating expenses.

Industrial segment gross profit decreased \$2.7 million, or 3.7%, to \$70.8 million in the six months ended November 2, 2024, compared to \$73.5 million in the six months ended October 28, 2023. Excluding foreign currency translation, gross profit decreased \$3.0 million. Gross profit margins decreased to 29.1% in the six months ended November 2, 2024, compared to 31.2% in the six months ended October 28, 2023. Gross profit margins were impacted by product mix.

### Income from operations

Industrial segment income from operations decreased \$1.4 million, or 5.4%, to \$24.3 million in the three months ended November 2, 2024, compared to \$25.7 million in the three months ended October 28, 2023. Excluding foreign currency translation, income from operations decreased \$1.9 million. The decrease was primarily due to lower gross profit and higher selling and administrative expenses. The increase in selling and administrative expenses was primarily due to higher compensation expense, partially offset by lower legal fees.

Industrial segment income from operations decreased \$8.7 million, or 17.4%, to \$41.2 million in the six months ended November 2, 2024, compared to \$49.9 million in the six months ended October 28, 2023. Excluding foreign currency translation, income from operations decreased \$9.0 million. The decrease was primarily due to lower gross profit and higher selling and administrative expenses. The increase in selling and administrative expenses was primarily due to higher legal fees and compensation expense.

## Interface

(\$ in millions)	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
Net sales	\$ 15.7	\$ 11.7	\$ 27.9	\$ 26.9
Gross profit	\$ 5.2	\$ 1.9	\$ 7.8	\$ 5.5
As a percent of net sales	33.1%	16.2%	28.0%	20.4%
Income from operations	\$ 4.7	\$ 1.0	\$ 6.6	\$ 3.9
As a percent of net sales	29.9%	8.5%	23.7%	14.5%

### Net sales

Interface segment net sales increased \$4.0 million, or 34.2% to \$15.7 million in the three months ended November 2, 2024, compared to \$11.7 million in the three months ended October 28, 2023. The increase was primarily due to higher sales volumes of transceivers for servers and touch panels for appliances.

Interface segment net sales increased \$1.0 million, or 3.7%, to \$27.9 million in the six months ended November 2, 2024, compared to \$26.9 million in the six months ended October 28, 2023. The increase was due to higher sales volumes of transceivers for servers, partially offset by lower sales volumes of touch panels for appliances.

### Gross profit

Interface segment gross profit increased \$3.3 million, or 173.7%, to \$5.2 million in the three months ended November 2, 2024, compared to \$1.9 million in the three months ended October 28, 2023. Gross profit margins increased to 33.1% in the three months ended November 2, 2024, compared to 16.2% in the three months ended October 28, 2023.

Interface segment gross profit increased \$2.3 million, or 41.8%, to \$7.8 million in the six months ended November 2, 2024, compared to \$5.5 million in the six months ended October 28, 2023. Gross profit margins increased to 28.0% in the six months ended November 2, 2024, compared to 20.4% in the six months ended October 28, 2023.

The increase in gross profit and gross profit margins in both periods was primarily due to higher sales volumes and an inventory reserve reduction.

### Income from operations

Interface segment income from operations increased \$3.7 million, or 370.0%, to \$4.7 million in the three months ended November 2, 2024, compared to \$1.0 million in the three months ended October 28, 2023.

Interface segment income from operations increased \$2.7 million, or 69.2%, to \$6.6 million in the six months ended November 2, 2024, compared to \$3.9 million in the six months ended October 28, 2023.

The increase in both periods was primarily due to higher gross profit and slightly lower selling and administrative expenses.

## Medical

(in millions)	Three Months Ended		Six Months Ended	
	November 2, 2024 (14 Weeks)	October 28, 2023 (13 Weeks)	November 2, 2024 (27 Weeks)	October 28, 2023 (26 Weeks)
Net sales	\$ —	\$ 1.6	\$ —	\$ 2.4
Gross profit	\$ —	\$ 0.6	\$ —	\$ (0.1)
Loss from operations	\$ —	\$ (0.7)	\$ —	\$ (2.9)

In the first quarter of fiscal 2024, we made the decision to initiate the discontinuation of the Dabir business (which accounts for all of the Medical segment's financial results). Towards the end of the second quarter of fiscal 2024, we sold certain assets of the Dabir business and have now exited this business, which accounts for the variances in the table above.

## Financial Condition, Liquidity and Capital Resources

Our liquidity requirements are primarily to fund our business operations, including capital expenditures and working capital requirements, as well as to fund debt service requirements, dividends and stock repurchases. Our primary sources of liquidity are cash flows from operations, existing cash balances and borrowings under our senior secured credit agreement. We believe our liquidity position will be sufficient to fund our existing operations and current commitments for at least the next twelve months. However, if economic conditions remain impacted for longer than we expect due to supply chain disruptions, inflationary pressure or other geopolitical risks, or if we are unable to maintain compliance with our debt covenants, our liquidity position could be severely impacted.

As of November 2, 2024, we had \$97.0 million of cash and cash equivalents, of which \$49.8 million was held in subsidiaries outside the U.S. Cash held by these subsidiaries is used to fund operational activities and can be repatriated, primarily through the payment of dividends and the repayment of intercompany loans, without creating material additional income tax expense.

### **Repurchases of Common Stock**

On March 31, 2021, as subsequently amended on June 16, 2022, the Board of Directors authorized the purchase of up to \$200.0 million of our outstanding common stock through June 14, 2024 (the "2021 Buyback Authorization"). On June 13, 2024, the Board of Directors approved a new share buyback authorization, commencing on June 17, 2024, for the purchase of up to \$200.0 million of our outstanding common stock through June 17, 2026 (the "2024 Buyback Authorization"). Purchases may be made on the open market, including pursuant to purchase plans designed to comply with Rule 10b5-1 of the Securities Exchange Act of 1934, or in private transactions. Prior to its expiration, a total of 3,553,961 shares were purchased under the 2021 Buyback Authorization at a total cost of \$134.6 million. No further shares can be purchased under the 2021 Buyback Authorization. In the three and six months ended November 2, 2024, zero and 136,000 shares were purchased under the 2021 Buyback Authorization and no shares were purchased under the 2024 Buyback Authorization. As of November 2, 2024, the dollar value of shares that remained available to be purchased under 2024 Buyback Authorization was \$200.0 million.

### **Amended Credit Agreement**

On October 31, 2022, we entered into a Second Amended and Restated Credit Agreement (the "Credit Agreement") with Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and the Lenders and other parties named therein. On March 6, 2024, we entered into a First Amendment to Second Amended and Restated Credit Agreement (the "First Amendment") and on July 9, 2024, we entered into a Second Amendment to Second Amended and Restated Credit Agreement and First Amendment to Second Amended and Restated Guaranty (the "Second Amendment") with Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, the other Lenders party thereto and other parties thereto.

Among other things, the Second Amendment (i) reduced the revolving credit commitments under the Credit Agreement from \$750 million to \$500 million, (ii) granted a security interest in substantially all of the personal property of the Company and our U.S. subsidiaries that are guarantors, including 100% of the equity interests of their respective U.S. subsidiaries and 65% of the equity interests of their respective foreign subsidiaries (or such greater amount to the extent such pledge could not reasonably cause adverse tax consequences), (iii) amended the consolidated interest coverage ratio covenant for the quarters ending July 27, 2024, November 2, 2024, January 25, 2025 and May 3, 2025, (iv) amended the consolidated leverage ratio covenant for the quarter ending July 27, 2024 and each subsequent fiscal quarter, (v) amended certain interest rate provisions, (vi) added a requirement to provide monthly financial statements to the lenders through the period ending July 25, 2025, (vii) decreased the general basket exceptions to certain covenants restricting certain Company investments, liens and indebtedness for specified periods of time, (viii) increased, for fiscal year 2025, the general basket exception to a covenant restricting certain Company dispositions of property, (ix) added an "anti-cash hoarding" requirement, applicable during the period from the effective date of the Second Amendment until the earlier to occur of (a) the delivery of financial statements and a compliance certificate for the fiscal quarter ending July 25, 2025 and (b) the delivery of compliance certificates for two consecutive fiscal quarters demonstrating that the our consolidated leverage ratio as of the last day of such fiscal quarters was less than 3.00:1.00, that if we have cash on hand (subject to certain exceptions) of more than \$65 million for 10 consecutive business days, we shall prepay the indebtedness under the credit facility by the amount of such excess and (x) made certain other changes to the investment, restricted payment and indebtedness baskets. The Credit Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "Amended Credit Agreement."

The Amended Credit Agreement provides for a secured multicurrency revolving credit facility of \$500 million. In addition, the Amended Credit Agreement permits us to increase the revolving commitments and/or add one or more tranches of term loans under the Amended Credit Agreement from time to time by up to an amount equal to (i) \$250 million plus (ii) an additional amount so long as the consolidated leverage ratio would not exceed 3.00:1.00 on a pro forma basis, subject to, among other things, the receipt of additional commitments from existing and/or new lenders. The Amended Credit Agreement matures on October 31, 2027.

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As of November 2, 2024, the outstanding balance under the revolving credit facility consisted of \$297.9 million (€275.0 million) of euro-denominated borrowings and \$45.0 million of US denominated borrowings. The Amended Credit Agreement contains various representations and warranties, financial covenants (including covenants requiring us to maintain compliance with a minimum consolidated interest coverage ratio and a maximum consolidated leverage ratio, in each case as of the end of each fiscal quarter of the Company), restrictive and other covenants, and events of default. The covenants in the Amended Credit Agreement include an “anti-cash hoarding” requirement, as discussed above. As of November 2, 2024, we were in compliance with all the covenants in the Amended Credit Agreement. For further information, see Note 8, “Debt” to the condensed consolidated financial statements included in this Report.

Although we currently anticipate, based on our current projections and analyses, that we will be in compliance with the financial covenants contained in the Amended Credit Agreement, no assurance can be given that we will be and remain in compliance with such covenants in the future. Factors that could increase our risk of future non-compliance include those identified in Part I – Item 1A, “Risk Factors” of our Annual Report on Form 10-K for the year ended April 27, 2024, as supplemented by subsequent filings with the Securities and Exchange Commission, including under Part II – Item 1A, “Risk Factors” of this Quarterly Report.

### Cash Flows

(in millions)	Six Months Ended	
	November 2, 2024	October 28, 2023
<b>Operating activities:</b>		
Net loss	\$ (19.9)	\$ (54.4)
Non-cash items	37.5	89.9
Changes in operating assets and liabilities	(54.7)	(41.7)
Net cash used in operating activities	(37.1)	(6.2)
Net cash used in investing activities	(21.0)	(22.3)
Net cash (used in) provided by financing activities	(8.1)	1.9
Effect of foreign currency exchange rate changes on cash and cash equivalents	1.7	(7.9)
Decrease in cash and cash equivalents	(64.5)	(34.5)
Cash and cash equivalents at beginning of the period	161.5	157.0
Cash and cash equivalents at end of the period	<u>\$ 97.0</u>	<u>\$ 122.5</u>

#### Operating activities

Net cash used in operating activities was \$37.1 million in the six months ended November 2, 2024, compared to \$6.2 million in the six months ended October 28, 2023. The increase was due to a higher net loss adjusted for non-cash items and higher cash outflows from operating assets and liabilities. The \$54.7 million of cash outflows for operating assets and liabilities in the six months ended November 2, 2024 was primarily due to higher inventory and lower other liabilities, partially offset by lower accounts receivable.

#### Investing activities

Net cash used in investing activities was \$21.0 million in the six months ended November 2, 2024, compared to \$22.3 million in the six months ended October 28, 2023. Capital expenditures were \$24.0 million in the six months ended November 2, 2024, compared to \$24.5 million in the six months ended October 28, 2023. In the six months ended November 2, 2024, we received proceeds of \$3.0 million from the sale of assets, compared to \$1.6 million in the six months ended October 28, 2023.

#### Financing activities

Net cash used in financing activities was \$8.1 million in the six months ended November 2, 2024, compared to net cash provided by financing activities of \$1.9 million in the six months ended October 28, 2023. In the six months ended November 2, 2024, we used \$1.6 million of cash for the purchase of shares under the 2021 Buyback Authorization, compared to \$7.8 million in the six months ended October 28, 2023. We paid cash dividends of \$10.0 million in the six months ended November 2, 2024, compared to \$10.1 million in the six months ended October 28, 2023. In the six months ended November 2, 2024, we had net proceeds from borrowings of \$5.9 million, compared to net proceeds from borrowings of \$34.6 million in the six months ended October 28, 2023. In the six months ended November 2, 2024, we paid \$1.8 million of debt issuance costs associated with the Second Amendment. In the six months ended October 28, 2023, we paid \$10.9 million for the purchase of redeemable noncontrolling interests related to Nordic Lights.

### **Recent Accounting Pronouncements**

See Note 1, "Description of Business and Summary of Significant Accounting Policies" to the condensed consolidated financial statements included in Item 1.

### **Off-Balance Sheet Arrangements**

We do not have any off-balance sheet arrangements as defined under SEC rules.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

We are exposed to market risks from foreign currency exchange, interest rates, and commodity prices, which could affect our operating results, financial position and cash flows. We manage a portion of these risks through use of derivative financial instruments in accordance with our policies. We do not enter into derivative financial instruments for speculative or trading purposes.

There has been no significant change in our exposure to market risk during the six months ended November 2, 2024. For a discussion of our exposure to market risk, refer to Item 7A, "Quantitative and Qualitative Disclosures about Market Risk," contained in our Annual Report on Form 10-K for the year ended April 27, 2024.

### **Item 4. Controls and Procedures**

#### *Evaluation of Disclosure Controls and Procedures*

As of the end of the period covered by this quarterly report on Form 10-Q, we performed an evaluation under the supervision and with the participation of the Company's management, including our Chief Executive Officer ("CEO") and our Chief Financial Officer ("CFO"), of our "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934). Our disclosure controls and procedures are designed to ensure that the information required to be disclosed by the Company in the reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's applicable rules and forms. As a result of this evaluation, our CEO and CFO concluded that our disclosure controls and procedures were not effective as of November 2, 2024 due to the material weaknesses that were previously reported in our Annual Report on Form 10-K for the year ended April 27, 2024.

Notwithstanding the ineffectiveness of our disclosure controls and procedures due to the material weaknesses in our internal control over financial reporting, we believe there are no material inaccuracies or omissions of material fact in this this Quarterly Report, and, to the best of our knowledge, we believe that the condensed consolidated financial statements in this Form 10-Q fairly present in all material aspects our financial condition, results of operations and cash flows in conformity with GAAP.

#### *Previously Disclosed Material Weaknesses*

As previously disclosed in our Annual Report on Form 10-K for the year ended April 27, 2024, our management concluded that our internal controls over financial reporting were not effective due to a material weakness associated with ineffective information technology general controls (ITGCs) over one of its information technology (IT) systems that is relevant to the preparation of the financial information at a substantial portion of the Company's subsidiaries throughout the year ended April 27, 2024, which resulted in ineffective business process controls (automated and IT-dependent manual controls) that could result in misstatements potentially impacting significant financial statement accounts and disclosures. Specifically, management did not design and execute program change management controls to provide reasonable assurance that IT program changes affecting financial applications are authorized, tested, and implemented appropriately. As a result, business process controls (automated and IT-dependent manual controls) that are reliant on the affected ITGCs, or that use data produced from the affected systems, were deemed ineffective at April 27, 2024.

Management also identified a material weakness associated with ineffective controls over its impairment analyses for goodwill. Specifically, management did not retain sufficient contemporaneous documentation to demonstrate the operation of sufficiently precise review controls over certain significant assumptions used in the determination of fair value of its reporting units.

Management also identified a material weakness associated with ineffective controls related to the application of GAAP to non-routine events and conditions. Specifically, we did not design and maintain controls to properly evaluate all of the events and conditions relevant to the Company's going concern evaluation, including the assessment and disclosure of management's plans in accordance with GAAP.

We are committed to maintaining a strong internal control environment. We and our Board of Directors treat the controls surrounding, and the integrity of, our financial statements with the utmost priority. Management is committed to the planning and implementation of remediation efforts to address control deficiencies and any other identified areas of risk. These remediation efforts are intended to both address the identified material weaknesses and to enhance our overall financial control environment.

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Our remediation efforts include, among other items, (1) enhancing the design and operating effectiveness of internal controls over IT change management, review of significant assumptions used in goodwill impairment analyses, and the application of GAAP to non-routine events and conditions; and (2) developing and deploying additional training programs around the operation and importance of these controls.

As we continue to evaluate and work to improve our internal control over financial reporting, management may determine to take additional measures to strengthen controls or to modify the remediation plan described above. When fully implemented and operational, we believe the controls we have designed or plan to design will remediate the control deficiencies that led to the material weaknesses we have identified and strengthen our internal controls over financial reporting. The material weaknesses will not be considered remediated until the applicable controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively.

*Changes in Internal Control over Financial Reporting*

Except as described above, there have been no changes in our internal control over financial reporting during the three months ended November 2, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II. OTHER INFORMATION

### Item 1. Legal Proceedings

See Note 12, "Contingencies" to the condensed consolidated financial statements included in this Report for a description of certain of our pending legal proceedings.

### Item 1A. Risk Factors

Our business, financial condition, results of operations and cash flows are subject to various risks which could cause actual results to vary from recent results or from anticipated future results. Please refer to Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the year ended April 27, 2024, for a description of certain material risks and uncertainties to which our business, financial condition and results of operations are subject. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect our business, financial condition and/or operating results.

Except as updated below, there have been no material changes from the risk factors previously disclosed in our Annual Report on Form 10-K for the year ended April 27, 2024:

***We are, and in the future may be, subject to securities class action and other litigation, as well as government investigations and inquiries, which may harm our business and results of operations.***

We are involved in legal proceedings related to various matters, including securities litigation, and may become involved in other legal proceedings, as well as government investigations and inquiries, that arise from time to time in the future. For example, as discussed further in Note 12, "Contingencies" to the unaudited interim condensed consolidated financial statements contained in this Report, on August 26, 2024, a purported shareholder of the Company filed a putative class action lawsuit alleging that the Company, its former Chief Executive Officer, and its former Chief Financial Officer violated the federal securities laws by making false and/or misleading statements relating to our business, operations and prospects, including in respect of our transition to production of more specialized components for manufacturers of electric vehicles and our operations at our facility in Monterrey, Mexico. The complaint seeks unspecified money damages along with equitable relief and costs and expenses, including counsel fees and expert fees. Another purported shareholder filed a substantially similar action against the same defendants and a former Chief Operating Officer of the Company on October 7, 2024. In addition, on November 26, 2024, a purported shareholder filed a derivative lawsuit on behalf of the Company against the current members of the Company's Board of Directors, as well as certain former directors and executives, alleging that the defendants breached their fiduciary duties by allowing the Company to issue various statements that are alleged to have been false or misleading for the same reasons alleged in the securities class action complaints. The Company intends to vigorously defend itself against the allegations but there can be no assurance as to outcome. An unfavorable outcome in this litigation and other legal proceedings may have a material adverse effect on the consolidated financial position, results of operations, cash flows or liquidity of the Company. This type of litigation can also result in substantial costs, and a diversion of management's attention and resources, which could adversely affect our business, operating results, or financial condition. In addition, the Company received a subpoena from the Securities and Exchange Commission dated November 1, 2024 seeking documents and information relating to, among other things, the Company's operations in certain foreign countries, and certain financial reporting and accounting relating thereto, compliance with the Foreign Corrupt Practices Act and other anti-corruption laws, and material weaknesses in the Company's internal control over financial reporting previously reported in its public filings. This request may lead to the assertion of claims or the commencement of legal proceedings against the Company, which in turn may lead to material fines, penalties or other liabilities. The subpoena and similar requests could result in costs to the Company, including the expenditure of financial and managerial resources in connection with responding to the subpoena and related investigation or any other future requests for information or investigations. Additionally, the dramatic increase in the cost of directors' and officers' liability insurance may cause us to opt for lower overall policy limits or to forgo insurance that we may otherwise rely on to cover any significant defense costs, settlements, and damages awarded to plaintiffs, or incur substantially higher costs to maintain the same or similar coverage. These factors may make it more difficult to attract and retain qualified executive officers and members of our board of directors.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

On June 13, 2024, the Board of Directors approved a share buyback authorization, commencing on June 17, 2024, for the purchase of up to \$200.0 million of our outstanding common stock through June 17, 2026 (the “2024 Buyback Authorization”). Purchases under the 2024 Buyback Authorization may be made on the open market, including pursuant to purchase plans designed to comply with Rule 10b5-1 of the Securities Exchange Act of 1934, or in private transactions. We have not made any purchases under the 2024 Buyback Authorization.

The following table provides information about our purchases of equity securities during the three months ended November 2, 2024.

Period	Total number of shares purchased <sup>1</sup>	Average price paid per share	Total number of shares purchased as part of publicly announced plan	Approximate dollar value of shares that may yet be purchased under the program (in millions)
July 28, 2024 through August 24, 2024	—	\$ —	—	\$ 200.0
August 25, 2024 through September 28, 2024	3,229	\$ 10.96	—	\$ 200.0
September 29, 2024 through November 2, 2024	218	\$ 11.08	—	\$ 200.0

(1) Represents 3,447 shares of common stock that were surrendered by employees to satisfy tax withholding obligations in connection with the vesting of restricted stock units.



**Item 5. Other Information**

During our last fiscal quarter, no director or officer of the Company, as defined in Rule 16a-1(f), adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," each as defined in Item 408 of Regulation S-K.

**Item 6. Exhibits**

Exhibit Number	Description
10.1**	<a href="#">Offer Letter dated August 27, 2024 between Methode Electronics, Inc. and Laura Kowalchik (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on August 28, 2024).</a>
10.2**	<a href="#">Long-Term Time-Based Restricted Stock Unit Award Agreement effective as of October 1, 2024 between Methode Electronics, Inc. and Laura Kowalchik.</a>
10.3**	<a href="#">Restricted Stock Unit Award Agreement effective as of October 1, 2024 between Methode Electronics, Inc. and Laura Kowalchik.</a>
10.4**	<a href="#">Long-Term Performance-Based Restricted Stock Unit Award Agreement effective as of October 1, 2024 between Methode Electronics, Inc. and Laura Kowalchik.</a>
10.5**	<a href="#">Change in Control Agreement dated October 1, 2024 between Methode Electronics, Inc. and Laura Kowalchik.</a>
10.6**	<a href="#">Executive Severance and Retention Agreement effective as of October 1, 2024 between Methode Electronics, Inc. and Laura Kowalchik.</a>
10.7**	<a href="#">Form of Annual Bonus Performance Grant Award Agreement (Fiscal 2025).</a>
31.1	<a href="#">Rule 13a-14(a)/15d-14(a) Certification of Principal Executive Officer.</a>
31.2	<a href="#">Rule 13a-14(a)/15d-14(a) Certification of Principal Financial Officer.</a>
32*	<a href="#">Certification of Periodic Financial Report Pursuant to 18 U.S.C. Section 1350.</a>
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Schema With Embedded Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

\* Indicates that the exhibit is being furnished with this report and not filed as part of it.

\*\* Management compensatory plan.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

METHODE ELECTRONICS, INC.

By: /s/ Laura Kowalchik  
Laura Kowalchik  
Chief Financial Officer  
(Principal Financial Officer)

Dated: December 5, 2024

**METHODE ELECTRONICS, INC.**  
**LONG-TERM TIME-BASED**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**

This Long-Term Time-Based Restricted Stock Unit Award Agreement (the "Award Agreement"), effective as of October 1, 2024 (the "Award Date"), is entered into by and between Methode Electronics, Inc., a Delaware corporation (the "Company") and Laura Kowalchik (the "Grantee").

WHEREAS, the Company desires to encourage Grantee to continue to work for the benefit of the Company in a manner that will benefit all Company stockholders.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, the Company agrees to award to the Grantee Restricted Stock Units ("RSUs") under the Methode Electronics, Inc. 2022 Omnibus Incentive Plan (the "Plan") on the terms and conditions set forth herein and in the Plan.

1.General. This Award Agreement and the RSUs awarded herein are subject to all of the provisions of the Plan applicable to such RSUs. Unless the context otherwise requires, capitalized terms used herein shall have the same meanings as in the Plan. Grantee hereby acknowledges receipt of a copy of the Plan and that Grantee has read the Plan and fully understands its content. In the event of any conflict between the terms of this Award Agreement and the terms of the Plan, the terms of the Plan shall control.

2.Grant. The Company hereby grants to the Grantee a total of 43,821 RSUs (the "RSUs"), subject to the restrictions set forth in Section 3 hereof and the Plan.

3.Restrictions.

(a) None of the RSUs may be sold, transferred, pledged, hypothecated or otherwise encumbered or disposed of.

(b) Except as provided below, any RSUs that are not vested shall be forfeited to the Company immediately upon termination of the Grantee's employment with the Company and all of its Affiliates.

(c) Any RSUs that are not vested may be forfeited to the Company in accordance with Section 9 of this Award Agreement.

4.Payment for RSUs.

(a) The Company will pay one share of Common Stock to the Grantee for each vested Restricted Stock Unit during the two and one-half month period immediately following vesting under this Award Agreement.

(b) Notwithstanding the foregoing, in the event that the Grantee is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i)

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and the Award is considered to be “nonqualified deferred compensation” upon the Grantee’s “Separation from Service” as defined below, any payment under this Award Agreement which results from a Separation from Service shall be delayed until the earlier of (i) first day of the seventh (7th) month beginning after the Grantee’s Separation from Service, or (ii) the Grantee’s death, if such a delay is necessary to avoid the imposition of additional tax and interest on the Grantee under Section 409A(a)(1)(B).

5. Rights as Stockholder. The Grantee shall have no rights as a stockholder with respect to any RSUs. The Grantee will only have stockholder rights after a stock certificate is issued.

6. Vesting. The RSUs granted hereunder will vest as follows thirty-three and one-third percent (33.33%) on each of (i) October 1, 2025, (ii) October 1, 2026, and (iii) October 1, 2027 (each a “Vesting Date”), provided the Grantee continues to be employed by the Company (or an Affiliate thereof) until such dates.

7. Effect of Termination of Employment in Connection with Death, Disability or Involuntary Termination of Employment Without Cause. Notwithstanding Section 6 above, the following provisions shall apply to the RSUs in the event of the Grantee’s termination of employment in connection with death, disability, or involuntary termination without Cause prior to October 1, 2027:

(a) if the Grantee’s employment with the Company and its Subsidiaries and Affiliates is terminated due to Disability as defined in the Plan or death, then all of the unvested RSUs will become immediately vested and payable as soon as reasonably possible following the date of termination; and

(b) except as provided in Section 8 below, if the Grantee’s employment with the Company and its Affiliates is involuntarily terminated without Cause, then the unvested RSUs shall become vested pro rata based on the date of termination and payable as soon as reasonably possible following such termination date. Grantee’s right to this pro rata portion of the RSUs is conditioned upon Grantee signing and delivering to the Company, within the time period required by the Company, a written general release of claims against the Company in a form acceptable to the Company (the “Release”), and not revoking the Release within any applicable revocation period. For purposes of this calculation, the number of RSUs to vest under this Section 7(b) shall be calculated as follows, as determined after application of the vesting provision in Section 3.2 of the Executive Severance and Retention Agreement:

Number of RSUs

x

Number of fiscal months elapsed between the Award Date and termination date (rounded up to the nearest whole month)

x

$\frac{1}{36}$

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Number of RSUs previously vested under Section 6

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8. Change of Control. Notwithstanding Section 6 above, the following provisions shall apply to the Award in the event of a Change of Control prior to October 1, 2027:

(c) In the event of a Change of Control, the surviving or successor entity (or its parent corporation) may continue, assume or replace the RSUs outstanding as of the date of the Change of Control on substantially the same terms and conditions (with such adjustments as may be required or permitted by Section 4.6 of the Plan), and such RSUs or replacements therefor shall remain outstanding and be governed by their respective terms, subject to Sections 8(c) and (d) below.

(d) If and to the extent that the outstanding RSUs are not continued, assumed or replaced in connection with a Change of Control, then all unvested RSUs will become immediately vested and non-forfeitable and payable as of the date of the Change of Control.

(e) If and to the extent that the RSUs are continued, assumed or replaced under the circumstances described in Section 8(a) above, and if within two years after the Change of Control the Grantee experiences an involuntary termination of employment or other service for reasons other than Cause or Grantee shall terminate employment with Good Reason, then all unvested RSUs will become immediately vested and non-forfeitable and payable as of the date of termination of employment.

(f) Notwithstanding whether an Award is continued, assumed or replaced in connection with a Change of Control, if the Grantee experiences an involuntary termination of employment or other service for reasons other than Cause or Grantee shall terminate employment with Good Reason during the period beginning on the date an agreement is entered into by the Company with respect to a merger, consolidation or similar transaction of the Company, which would constitute a Change of Control, and the effective time of such merger, consolidation or similar transaction of the Company, then all unvested RSUs will become immediately vested and non-forfeitable and payable as of the date of the Change of Control.

(g) The following definitions shall apply for purposes of this Section 8:

(1) "Change of Control" shall have the meaning set forth in that certain Change in Control Agreement between the Company and Grantee, dated as of the date hereof (the "Change in Control Agreement").

(2) "Good Reason" shall exist hereunder if, without Grantee's express written consent any of the following events or actions occurs, provided that no finding of Good Reason shall be effective unless and until the Grantee has provided the Company, within sixty (60) calendar days of becoming aware of the facts and circumstances underlying the finding of Good Reason, with written notice thereof stating with specificity the facts and circumstances underlying the finding of Good Reason and, if the basis for such finding of Good Reason is capable of being cured by the Company, providing the Company with an opportunity to cure the same within thirty (30) calendar days after receipt of such notice: (A) the Company shall materially reduce the nature, scope or level of the Grantee's responsibilities from the nature, scope or level of such responsibilities prior to the Change of Control, or shall fail to provide Grantee with adequate office facilities and support services to perform such responsibilities; (B) the Company shall require Grantee to move Grantee's principal business office more than 25 miles from Grantee's principal business office at the time of this Award Agreement, or assign to the Grantee duties that would reasonably require such move; provided, however, that if the Grantee's principal business office is not located at the Company's then current corporate headquarters, and the Company requires Grantee to move Grantee's principal business office to such corporate headquarters, or assigns to the Grantee duties

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that would reasonably require such move, such actions shall not constitute "Good Reason" under this subsection; (C) the Company shall require Grantee, or assign duties to the Grantee which would reasonably require Grantee, to increase, by more than twenty-four, the number of normal working days (determined at the time of this Award Agreement) that Grantee spends away from Grantee's principal business office during any consecutive twelve-month period; (D) the Company shall reduce Grantee's annual salary below that in effect as of the date of this Award Agreement (or as of the Change of Control, if greater); (E) the Company shall materially reduce or fail to continue in effect any cash or stock-based incentive or bonus plan, retirement plan, welfare benefit plan, or other benefit plan, program or arrangement, unless the aggregate value (as computed by an independent employee benefits consultant selected by the Company) of all such incentive, bonus, retirement and benefit plans, programs and arrangements provided to the Grantee is not materially less than their aggregate value as of the date of this Award Agreement (or as of the Change of Control, if greater); or (F) if the Board of Directors fails to act in good faith with respect to the Company's obligations hereunder, or the Company breaches its obligations hereunder.

**8. Forfeiture.** If Grantee's employment is terminated for Cause, as such term is defined in that certain Executive Severance and Retention Agreement between the Company and Grantee, dated as of the date hereof (the "Severance Agreement"), then the unvested RSUs shall be forfeited to the Company effective as of the date on which the Grantee entered into such activity, unless terminated sooner by operation of another term or condition of this Award Agreement or the Plan.

**9. Additional Delivery.** Within two and one-half months of the date RSUs have vested pursuant to this Award Agreement, the Company shall pay to the Grantee a dividend equivalent equal to the aggregate per share cash dividends with respect to all cash dividend record dates that fall between the Award Date and the relevant Vesting Date multiplied by the number of RSUs that vest as of such Vesting Date (without interest). The Company may withhold from any payment that it is required to make under this Award Agreement amounts sufficient to satisfy applicable withholding requirements under any federal, state, local or foreign law due in connection with this Award or the payment described in this Section. No dividends shall be paid to the Grantee with respect to any Restricted Stock Unit that does not vest and is forfeited by the Grantee.

**10. Construction.** This Award Agreement is subject to the terms of the Plan and shall be construed in accordance therewith. All capitalized and undefined terms herein are subject to the definitions contained in the Plan. The validity, construction, interpretation and enforceability of this Award Agreement shall be determined and governed by the laws of the State of Illinois without regard to any conflicts or choice of law rules or principles that might otherwise refer construction or interpretation of this Award Agreement to the substantive law of another jurisdiction, and any litigation arising out of this Award Agreement shall be brought in the Circuit Court of the State of Illinois or the United States District Court of the Eastern Division of the Northern District of Illinois and the Grantee consents to the jurisdiction and venue of those courts.

**11. Severability.** The provisions of this Award Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

**12. Waiver.** The waiver by the Company of a breach of any provision of this Award Agreement by Grantee shall not operate or be construed as a waiver of any subsequent breach by Grantee.

**13. Binding Effect.** The provisions of this Award Agreement shall be binding upon the parties hereto, their successors and assigns, including, without limitation, the Company, its successors or assigns,

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the estate of the Grantee and the executors, administrators or trustees of such estate and any receiver, trustee in bankruptcy or representative of the creditors of the Grantee.

14. Withholding. Grantee agrees, as a condition of this grant, to make acceptable arrangements to pay any withholding or other taxes or deductions that may be due or may arise as a result of the vesting of the RSUs or other payments under this Award Agreement. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment or other deduction is required relating to the vesting of shares or other payments arising from this grant, the Company shall have the right to require such amounts or deductions from Grantee, or withhold such amounts or deductions from other payments due Grantee from the Company or any Affiliate.

15. Dispute Resolution. The parties initially shall attempt to resolve by direct negotiation any dispute, controversy or claim arising out of or relating to this Award Agreement or its breach or interpretation (each, a "Dispute"). For purposes of this negotiation, the Company shall be represented by one or more of its independent directors appointed by the Board of Directors. If the parties are unable to resolve the Dispute by direct negotiation within 30 days after written notice by one party to the other of the Dispute, the Dispute shall be settled by submission by either party of the Dispute to binding arbitration in Chicago, Illinois (unless the parties agree in writing to a different location), before a single arbitrator in accordance with the American Arbitration Association's National Rules for the Resolution of Employment Disputes then in effect. The arbitrator will be an attorney licensed to practice law in the State of Illinois. The decision and award made by the arbitrator shall be final, binding and conclusive on all parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof. Except as set forth below, each party shall pay: the fees of their or its attorneys; the expenses of their or its witnesses; and all other expenses connected with presenting their or its case. Except as set forth below, the costs of the arbitration, including the cost of any record or transcripts of the arbitration hearing, administrative fees, the fees of the arbitrator, and all other fees and costs shall be borne equally by the parties. In the event of a Dispute following or in connection with a Change of Control, the Company shall pay the fees of the arbitrator as well as the cost of any record or transcripts of the arbitration hearing and other administrative fees and costs. In all Disputes, the arbitrator will have discretion to make an award of fees, costs and expenses to the prevailing party.

16. Section 409A Compliance. It is the intention of the Company and the Grantee that the RSUs and other benefits awarded under this Award Agreement shall comply with Section 409A of the Code and its implementing regulations ("Section 409A") and shall be interpreted in a manner consistent with this intent. Notwithstanding anything to the contrary contained herein, a termination of the Grantee's employment shall not be deemed to have occurred for purposes of making any payments under this Award Agreement unless such termination gives rise to a "Separation from Service" (within the meaning of Section 409A, a "Separation from Service") and references to "termination of employment" shall mean Separation from Service. In the event that the Company or the Grantee reasonably determines that any award under this Award Agreement fails to comply with Section 409A, the Company and Grantee shall work together to adopt such amendments to this Award Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effective to the extent allowable by applicable laws), or take any other commercially reasonable actions necessary or appropriate to comply with the requirements of Section 409A. Nothing in this Agreement shall be construed as a guarantee of any particular tax treatment to the Grantee. Grantee shall be solely responsible for the tax consequences with respect to all amounts payable under this Award Agreement, and in no event shall the Company have any responsibility or liability if this Award Agreement does not meet any applicable requirements of Section 409A.

17. No Retention Rights. Nothing herein contained shall confer on the Grantee any right with respect to continuation of employment or services by the Company or its Subsidiaries or Affiliates, or

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interfere with the right of the Company or its Subsidiaries or Affiliates to terminate at any time the employment or service of the Grantee.

18. No Guarantee of Future Awards. The grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants, even if RSUs have previously been granted.

19. Counterparts. This Award Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Entire Agreement and Clawback Policy. This Award Agreement supersedes and cancels all prior written or oral agreements and understandings relating to the terms of this Award Agreement. This Award Agreement and the RSUs granted hereunder are subject to the Plan and the terms of any Change in Control Agreement between the Company and Grantee, as the same may be amended from time to time, if any. Additionally, this Award Agreement and the Awards granted hereunder are subject to the terms of the Company's Incentive Compensation Recovery Policy as in effect from time to time, as well as any similar provisions of applicable law, including Section 10D of the Securities Exchange Act of 1934 (the "Exchange Act") and the Dodd Frank Wall Street Reform and Consumer Protection Act. In addition, the Company shall recover from Grantee any Award recoverable under Section 304 of the Sarbanes-Oxley Act of 2002.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the Company by one of its duly authorized representatives has executed this Award Agreement as of the day and year first above written.

METHODE ELECTRONICS, INC.

By: /s/ Bruce K. Crowther

Bruce K. Crowther

Its: Chair, Compensation Committee

Please indicate your acceptance of the terms and conditions of this Award Agreement by signing in the space provided below and returning a signed copy of this Award Agreement to the Company. IF A COPY OF THIS AWARD AGREEMENT EXECUTED BY THE GRANTEE HAS NOT BEEN RECEIVED BY THE COMPANY NO LATER THAN THIRTY (30) DAYS AFTER THE AWARD DATE, THE RESTRICTED STOCK UNITS GRANTED UNDER THIS AWARD AGREEMENT SHALL BE CANCELLED.

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RECEIVED A COPY OF THE PLAN AND ARE FAMILIAR WITH THE TERMS AND PROVISIONS THEREOF, INCLUDING THE TERMS AND PROVISIONS OF THIS AWARD AGREEMENT. YOU HAVE REVIEWED THE PLAN AND THIS AWARD AGREEMENT IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO EXECUTING THIS AWARD AGREEMENT AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AWARD AGREEMENT. FINALLY, YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE ADMINISTRATOR UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THIS AWARD AGREEMENT.

The undersigned hereby accepts, and agrees to, all terms and provisions of this Award Agreement and the Plan as they pertain hereto.

GRANTEE

/s/ Laura Kowalchik

Laura Kowalchik

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**METHODE ELECTRONICS, INC.**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**

This Restricted Stock Unit Award Agreement (the "Award Agreement"), dated and effective as of October 1, 2024 (the "Award Date"), is entered into by and between Methode Electronics, Inc., a Delaware corporation (the "Company"), and Laura Kowalchik ("Grantee").

WHEREAS, the Company desires to encourage Grantee to work for the benefit of the Company and the Company's stockholders.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, the Company agrees to award to Grantee Restricted Stock Units under the Methode Electronics, Inc. 2022 Omnibus Incentive Plan (the "Plan") on the terms and conditions set forth herein and in the Plan.

**1. General.** This Award Agreement and the Restricted Stock Units awarded herein are subject to the provisions of the Plan applicable to Restricted Stock Units. Unless the context otherwise requires, capitalized terms used herein shall have the same meanings as in the Plan. Grantee hereby acknowledges receipt of a copy of the Plan and that Grantee has read the Plan and fully understands its contents. In the event of any conflict between the terms of this Award Agreement and the terms of the Plan, the terms of the Plan shall control.

**2. Grant.** The Company hereby grants to Grantee a total of 52,585 Restricted Stock Units (the "Restricted Stock Units"), subject to the restrictions set forth in Section 3 hereof and the Plan.

**3. Restrictions.** None of the Restricted Stock Units may be sold, transferred, pledged, hypothecated or otherwise encumbered or disposed of. Except as provided below, any Restricted Stock Units that are not vested shall be forfeited to the Company immediately upon termination of the Grantee's employment with the Company and its Affiliates. Any Restricted Stock Units that are not vested may be forfeited to the Company in accordance with Section 9 of this Award Agreement.

**4. Payment for Restricted Stock Units.** The Company will pay one share of Common Stock to Grantee for each vested Restricted Stock Unit within thirty (30) days following vesting under this Award Agreement. Notwithstanding the foregoing, in the event that Grantee is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code and the Award is considered to be Nonqualified Deferred Compensation upon Grantee's "Separation from Service" as defined below, any payment under this Award Agreement which results from a Separation from Service shall be delayed until the earlier of (i) first day of the seventh (7th) month beginning after Grantee's Separation from Service, or (ii) Grantee's death, if such a delay is necessary to avoid the imposition of additional tax and interest on Grantee under Section 409A(a)(1)(B) of the Code.

**5. Rights as Stockholder.** Grantee shall have no rights as a stockholder with respect to any Restricted Stock Units. Grantee shall have stockholder rights only with respect to shares of Common Stock actually issued and paid to Grantee hereunder.

**6. Vesting.** Except as otherwise provided in the Executive Severance and Retention Agreement or the Change in Control Agreement, the Restricted Stock Units granted hereunder will vest as

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follows: 1/3 on each of the first, second, and third anniversaries of the Award Date (each a "Vesting Date"), provided Grantee continues to be employed by the Company (or an Affiliate thereof) as of each such respective date.

7.Effect of Termination of Employment in Connection with Death or Disability. Notwithstanding Section 6 above, if Grantee's employment with the Company and its Affiliates is terminated prior to the date on which all of the Restricted Stock Units have vested pursuant to the terms of Section 6 (the "Third Vesting Date"), due to Disability as defined in the Plan or death, the unvested Restricted Stock Units shall become vested as of and payable as soon as reasonably possible following the date of such termination of employment.

8.Change of Control. Notwithstanding Section 6 above, the following provisions shall apply to the Award in the event of a Change of Control prior to the Third Vesting Date:

(a) In the event of a Change of Control, the surviving or successor entity (or its parent corporation) may continue, assume or replace the Restricted Stock Units outstanding as of the date of the Change of Control on substantially the same terms and conditions (with such adjustments as may be required or permitted by Section 4.6 of the Plan), and such Restricted Stock Units or replacements therefor shall remain outstanding and be governed by their respective terms, subject to (c) and (d) below.

(b) If and to the extent that the outstanding Restricted Stock Units are not continued, assumed or replaced in connection with a Change of Control, then all unvested Restricted Stock Units will become immediately vested and non-forfeitable and payable as of the date of the Change of Control.

(c) If and to the extent that the Restricted Stock Units are continued, assumed or replaced under the circumstances described in (a), and if within two years after the Change of Control the Grantee experiences an involuntary termination of employment or other service for reasons other than Cause or Grantee shall terminate employment with Good Reason, then all unvested Restricted Stock Units will become immediately vested and non-forfeitable and payable as of the date of termination of employment.

(d) Notwithstanding whether an Award is continued, assumed or replaced in connection with a Change of Control, if Grantee experiences an involuntary termination of employment or other service for reasons other than Cause or Grantee shall terminate employment with Good Reason during the period beginning on the date an agreement is entered into by the Company with respect to a merger, consolidation or similar transaction of the Company, which would constitute a Change of Control, and the effective time of such merger, consolidation or similar transaction of the Company, then all unvested Restricted Stock Units will become immediately vested and non-forfeitable and payable as of the date of the Change of Control.

"Good Reason" shall exist hereunder if, without Grantee's express written consent any of the following events or actions occurs, provided that no finding of Good Reason shall be effective unless and until Grantee has provided the Company, within sixty (60) calendar days of becoming aware of the facts and circumstances underlying the finding of Good Reason, with written notice thereof stating with specificity the facts and circumstances underlying the finding of Good Reason and, if the basis for such finding of Good Reason is capable of being cured by the Company, providing the Company with an opportunity to cure the same within thirty (30) calendar days after receipt of such notice: (i) the Company materially reduces the nature, scope or level of Grantee's responsibilities from the nature, scope or level of such responsibilities prior to the Change in

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Control (or prior to the Period Pending a Change in Control) or changes Grantee's reporting relationship; (ii) the Company requires Grantee to move Grantee's principal business office more than fifty (50) miles from Grantee's principal business office at the time of this Agreement; provided, however, that if Grantee's principal business office is not located at the Company's then current corporate headquarters, and the Company requires Grantee to move Grantee's principal business office to such corporate headquarters, such action shall not constitute "Good Reason" under this subsection (ii); (iii) the Company reduces Grantee's annual salary or annual bonus or long-term incentive opportunity below that in effect as of the date of this Agreement (or as of the Change in Control, if greater); or (iv) the Company breaches in any material respect its obligations hereunder.

**9. Forfeiture.** If at any time any of the following events constituting "Cause" occur: (i) Grantee's conviction of, or plea of nolo contendere to, a felony other than a traffic violation; (ii) Grantee's commission of any act or acts of personal dishonesty intended to result in personal enrichment to Grantee to the detriment of the Company; (iii) a failure to perform assigned duties, provided that such failure has continued for more than ten (10) days after the Board of Directors or the Chief Executive Officer of the Company has given written notice of such failure and of the Company's intention to terminate Grantee's employment because of such failure; (iv) any willful misconduct by Grantee which affects the business reputation of the Company; (v) breach in any material respect by Grantee of any provision of any employment, consulting, advisory, nondisclosure, non-competition, or other similar agreement between Grantee and the Company or any of its Affiliates; or (vi) Grantee's violation of the Company's Code of Business Conduct or any addendum thereto, then the unvested Restricted Stock Units shall be forfeited to the Company effective as of the date on which Grantee entered into such activity, unless terminated sooner by operation of another term or condition of this Award Agreement or the Plan.

**10. Additional Delivery.** Within 2½ months of the date Restricted Stock Units have vested pursuant to this Award Agreement, the Company shall pay to Grantee a dividend equivalent equal to the aggregate per share cash dividends with respect to all cash dividend record dates that fall between the Award Date and the relevant Vesting Date multiplied by the number of Restricted Stock Units that vest as of such Vesting Date (without interest). The Company may withhold from any payment that it is required to make under this Award Agreement amounts sufficient to satisfy applicable withholding requirements under any federal, state, local or foreign law due in connection with this Award or the payment described in this section. No dividends shall be paid to Grantee with respect to any Restricted Stock Unit that does not vest and is forfeited by Grantee.

**11. Applicable Law.** The validity, construction, interpretation and enforceability of this Award Agreement shall be determined and governed by the laws of the State of Illinois without regard to any conflicts or choice of law rules or principles that might otherwise refer construction or interpretation of this Award Agreement to the substantive law of another jurisdiction, and any litigation arising out of this Award Agreement shall be brought in the Circuit Court of the State of Illinois or the United States District Court of the Eastern Division of the Northern District of Illinois and Grantee consents to the jurisdiction and venue of those courts.

**12. Severability.** The provisions of this Award Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

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13. Waiver. The waiver by the Company of a breach of any provision of this Award Agreement by Grantee shall not operate or be construed as a waiver of any subsequent breach by Grantee.

14. Binding Effect. The provisions of this Award Agreement shall be binding upon the parties hereto, their successors and assigns, including, without limitation, the Company, its successors or assigns, the estate of Grantee and the executors, administrators or trustees of such estate and any receiver, trustee in bankruptcy or representative of the creditors of Grantee.

15. Withholding. Grantee agrees, as a condition of this grant, to make acceptable arrangements to pay any withholding or other taxes or deductions that may be due or may arise as a result of the vesting of the Restricted Stock Units or other payments under this Award Agreement. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment or other deduction is required relating to the vesting of shares or other payments arising from this grant, the Company shall have the right to require such amounts or deductions from Grantee, or withhold such amounts or deductions from other payments due Grantee from the Company or any Affiliate.

16. Dispute Resolution. The parties initially shall attempt to resolve by direct negotiation any dispute, controversy or claim arising out of or relating to this Award Agreement or its breach or interpretation (each, a "Dispute"). For purposes of this negotiation, the Company may be represented by one or more of its independent directors appointed by the Board of Directors. If the parties are unable to resolve the Dispute by direct negotiation within thirty (30) days after written notice by one party to the other of the Dispute, the Dispute shall be settled by submission by either party of the Dispute to binding arbitration in Chicago, Illinois (unless the parties agree in writing to a different location), before a single arbitrator in accordance with the American Arbitration Association's Employment Arbitration Rules then in effect. The arbitrator will be an attorney licensed to practice law in the State of Illinois. The decision and award made by the arbitrator shall be final, binding and conclusive on all parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof. Except as set forth below, each party shall pay: the fees of their or its attorneys; the expenses of their or its witnesses; and all other expenses connected with presenting their or its case. Except as set forth below, the costs of the arbitration, including the cost of any record or transcripts of the arbitration hearing, administrative fees, the fees of the arbitrator, and all other fees and costs shall be borne equally by the parties. In the event of a Dispute following or in connection with a Change of Control, the Company shall pay the fees of the arbitrator as well as the cost of any record or transcripts of the arbitration hearing and other administrative fees and costs. In all Disputes, the arbitrator will have discretion to make an award of fees, costs and expenses to the prevailing party.

17. Section 409A Compliance. It is the intention of the Company and Grantee that the Restricted Stock Units and other benefits awarded under this Award Agreement shall comply with, or be exempt from, Section 409A of the Code and its implementing regulations ("Section 409A") and shall be interpreted in a manner consistent with this intent. Notwithstanding anything to the contrary contained herein, a termination of Grantee's employment shall not be deemed to have occurred for purposes of making any payments under this Award Agreement unless such termination gives rise to a "Separation from Service" (within the meaning of Section 409A, a "Separation from Service") and references to "termination of employment" shall mean Separation from Service. In the event that the Company or Grantee reasonably determines that any award under this Award Agreement fails to comply with Section 409A, the Company and Grantee shall work together to adopt such amendments to this Award Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effective to the extent allowable by applicable laws), or take any other commercially reasonable actions necessary or appropriate to comply with the requirements of Section 409A. Nothing in this Award Agreement shall be construed as

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a guarantee of any particular tax treatment to Grantee. Grantee shall be solely responsible for the tax consequences with respect to all amounts payable under this Award Agreement, and in no event shall the Company have any responsibility or liability if this Award Agreement does not meet any applicable requirements of Section 409A.

18. No Retention Rights. Nothing herein contained shall confer on Grantee any right with respect to continuation of employment or services by the Company or its Subsidiaries or Affiliates, or interfere with the right of the Company or its Subsidiaries or Affiliates to terminate at any time the employment or service of Grantee.

19. No Guarantee of Future Awards. The grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants, even if Restricted Stock Units have previously been granted.

20. Entire Agreement and Clawback Policy. This Award Agreement supersedes and cancels all prior written or oral agreements and understandings relating to the terms of this Award Agreement. This Award Agreement and the Restricted Stock Units granted hereunder are subject to the Plan and the terms of any Change in Control Agreement between the Company and Grantee, as the same may be amended from time to time, if any. Additionally, this Award Agreement and the Awards granted hereunder are subject to the terms of the Company's recoupment, clawback or similar policy as in effect from time to time, as well as any similar provisions of applicable law, including Section 10D of the Securities Exchange Act of 1934 (the "Exchange Act") and the Dodd Frank Wall Street Reform and Consumer Protection Act. In addition, the Company shall recover from Grantee any Award recoverable under Section 304 of the Sarbanes-Oxley Act of 2002.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Award Agreement as of the Award Date first above written.

METHODE ELECTRONICS, INC.

By: /s/ Bruce K. Crowther

Bruce K. Crowther

Its: Chair, Compensation Committee

Please indicate your acceptance of the terms and conditions of this Award Agreement by signing in the space provided below and returning a signed copy of this Award Agreement to the Company. IF A COPY OF THIS AWARD AGREEMENT EXECUTED BY GRANTEE HAS NOT BEEN RECEIVED BY THE COMPANY WITHIN THIRTY (30) DAYS OF THE AWARD DATE, THE RESTRICTED STOCK UNITS GRANTED UNDER THIS AWARD AGREEMENT SHALL BE CANCELLED.

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RECEIVED A COPY OF THE PLAN AND ARE FAMILIAR WITH THE TERMS AND PROVISIONS THEREOF, INCLUDING THE TERMS AND PROVISIONS OF THIS AWARD AGREEMENT. YOU HAVE REVIEWED THE PLAN AND THIS AWARD AGREEMENT IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO EXECUTING THIS AWARD AGREEMENT AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AWARD AGREEMENT. FINALLY, YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE COMMITTEE UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THIS AWARD AGREEMENT.

The undersigned hereby accepts, and agrees to, all terms and provisions of this Award Agreement and the Plan as they pertain hereto.

GRANTEE

/s/ Laura Kowalchik

Name: Laura Kowalchik

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**METHODE ELECTRONICS, INC.**

**2024 LONG-TERM PERFORMANCE-BASED  
RESTRICTED STOCK UNIT AWARD AGREEMENT**

This Long-Term Performance-Based Restricted Stock Unit Award Agreement (the "Award Agreement"), effective as of October 1, 2024 (the "Award Date"), is entered into by and between Methode Electronics, Inc., a Delaware corporation (the "Company") and Laura Kowalchik (the "Grantee").

WHEREAS, the Company desires to encourage Grantee to continue to work for the benefit of the Company in a manner that will benefit all Company stockholders.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations set forth herein, the Company agrees to award to the Grantee Performance-Based Restricted Stock Units ("PSUs") under the Methode Electronics, Inc. 2022 Omnibus Incentive Plan (the "Plan") on the terms and conditions set forth herein and in the Plan.

1.General. This Award Agreement and the PSUs awarded herein are subject to all of the provisions of the Plan applicable to such PSUs. Unless the context otherwise requires, capitalized terms used herein shall have the same meanings as in the Plan. Grantee hereby acknowledges receipt of a copy of the Plan and that Grantee has read the Plan and fully understands its content. In the event of any conflict between the terms of this Award Agreement and the terms of the Plan, the terms of the Plan shall control.

2.Grant. The Company hereby grants to the Grantee a total of 43,821 PSUs (the "PSUs"), subject to the restrictions set forth in Section 3 hereof and the Plan. The Award's performance period ("Performance Period") and performance criteria (the "Performance Criteria") are set forth in Exhibit A to this Agreement. The Performance Criteria has been established by the Compensation Committee of the Board (the "Committee"), which shall determine and certify whether such criteria have been satisfied.

3.Restrictions.

(a)None of the PSUs may be sold, transferred, pledged, hypothecated or otherwise encumbered or disposed of.

(b)Except as provided below, any PSUs that are not vested shall be forfeited to the Company immediately upon termination of the Grantee's employment with the Company and all of its Affiliates.

(c)Any PSUs that are not vested may be forfeited to the Company in accordance with Section 9 of this Award Agreement.

4.Payment for PSUs.

(a)The Company will pay one share of Common Stock to the Grantee for each vested Restricted Stock Unit as soon as practicable following the end of the Performance Period, but in no event later than seventy-five (75) days after the end of the Performance Period during the period between the first day following the Performance Period and July 15, 2027.

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(b) Notwithstanding the foregoing, in the event that the Grantee is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) and the Award is considered to be "nonqualified deferred compensation" upon the Grantee's "Separation from Service" as defined below, any payment under this Award Agreement which results from a Separation from Service shall be delayed until the earlier of (i) first day of the seventh (7th) month beginning after the Grantee's Separation from Service, or (ii) the Grantee's death, if such a delay is necessary to avoid the imposition of additional tax and interest on the Grantee under Section 409A(a)(1)(B).

**5. Rights as Stockholder.** The Grantee shall have no rights as a stockholder with respect to any PSUs. The Grantee will only have stockholder rights after a stock certificate is issued.

**6. Vesting.** Subject to the terms of this Award Agreement, the PSUs shall be earned and vested based on (i) continued service by the Grantee with the Company or a Subsidiary or Affiliate until the Time Measure, and (ii) the attainment level for the Performance Measure. The date on which the Time Measure and the Performance Measure are both satisfied shall be the "Vesting Date". Any PSUs that are not earned and do not vest pursuant to Exhibit A and this Section 6 shall be immediately cancelled and forfeited to the Company as of the Vesting Date. Any fractional shares created by the vesting calculations described in Exhibit A will be rounded down to a whole share number; no fractional shares will vest pursuant to this Award Agreement. The Time Measure and the Performance Measure, which constitute the Performance Criteria, are described on Exhibit A to this Agreement.

**7. Effect of Termination of Employment in Connection with Death, Disability, or Involuntary Termination of Employment Without Cause.** Notwithstanding Section 6 above, the following provisions shall apply to the PSUs in the event of the Grantee's termination of employment in connection with death, disability, or involuntary termination without Cause prior to the end of the Performance Period:

(a) if the Grantee's employment with the Company and its Subsidiaries and Affiliates is terminated due to Disability as defined in the Plan or death, then all of the PSUs will become immediately vested at the target level of performance; and

(b) except as provided in Section 8 below, if the Grantee experiences an involuntary termination of employment for reasons other than Cause, the PSUs shall, as of the scheduled Vesting Date, vest and be earned based on actual performance on a pro rata basis based on the date of the Grantee's termination of employment. The fraction (subject to a maximum of one (1)) to be used to determine the number of shares of PSUs to be earned hereunder shall have a denominator equal to thirty-six (36) and the numerator shall be equal to the number of fiscal months elapsed between the Award Date and the date of the termination of employment, as determined after application of the vesting provision in Section 3.2 of the Executive Severance and Retention Agreement (rounded up to the nearest whole month). Grantee's right to this pro rata portion of the PSUs is conditioned upon Grantee signing and delivering to the Company, within the time period required by the Company, a written general release of claims against the Company in a form acceptable to the Company (the "Release"), and not revoking the Release within any applicable revocation period.

**8. Change of Control.** Notwithstanding Section 6 above, the following provisions shall apply to the Awards in the event of a Change of Control prior to the end of the Performance Period:

(a) In the event of a Change of Control, the surviving or successor entity (or its parent corporation) may continue, assume or replace the PSUs outstanding as of the Date of the Change of Control on substantially the same terms and conditions (with such adjustments as may be required or permitted by Section 4.6 of the Plan), and such PSUs or replacements therefor shall remain outstanding and be governed by their respective terms, subject to Sections 8 (c) and (d) below.

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(b) If and to the extent that the outstanding PSUs are not continued, assumed or replaced in connection with a Change of Control, then all unvested PSUs will become immediately vested and non-forfeitable and payable at the actual performance, determined on the closing date for the Change of Control.

(c) If and to the extent that the Awards (i) are not continued, assumed or replaced in connection with a Change of Control, or (ii) are (x) continued, assumed or replaced under the circumstances described in Section 8(a) above, and (y) if within two years after the Change of Control the Grantee experiences an involuntary termination of employment or other service for reasons other than Cause or Grantee shall terminate employment with Good Reason, then all unvested PSUs shall be earned and payable at the target level of performance.

(d) Notwithstanding whether the Awards are continued, assumed or replaced in connection with a Change of Control, if the Grantee experiences an involuntary termination of employment or other service for reasons other than Cause or Grantee shall terminate employment with Good Reason during the period beginning on the date an agreement is entered into by the Company with respect to a merger, consolidation or similar transaction of the Company, which would constitute a Change of Control, and the effective time of such merger, consolidation or similar transaction of the Company, then a pro rata portion of the PSUs shall be earned and payable at the target level of performance. The fraction (subject to a maximum of one (1)) to be used to determine the pro rata vesting level for the PSUs shall have a numerator equal to the number of fiscal months elapsed between Award Date and the date of the Change of Control (rounded up to the nearest whole month), and the denominator of which shall be thirty-six (36).

(e) The following definitions shall apply for purposes of this Section 8:

(1) "Change of Control" shall have the meaning set forth in that certain Change in Control Agreement between the Company and Grantee, dated as of the date hereof (the "Change in Control Agreement").

(2) "Good Reason" shall exist hereunder if, without Grantee's express written consent any of the following events or actions occurs, provided that no finding of Good Reason shall be effective unless and until the Grantee has provided the Company, within sixty (60) calendar days of becoming aware of the facts and circumstances underlying the finding of Good Reason, with written notice thereof stating with specificity the facts and circumstances underlying the finding of Good Reason and, if the basis for such finding of Good Reason is capable of being cured by the Company, providing the Company with an opportunity to cure the same within thirty (30) calendar days after receipt of such notice: (A) the Company shall materially reduce the nature, scope or level of the Grantee's responsibilities from the nature, scope or level of such responsibilities prior to the Change of Control, or shall fail to provide Grantee with adequate office facilities and support services to perform such responsibilities; (B) the Company shall require Grantee to move Grantee's principal business office more than 25 miles from Grantee's principal business office at the time of this Award Agreement, or assign to the Grantee duties that would reasonably require such move; provided, however, that if the Grantee's principal business office is not located at the Company's then current corporate headquarters, and the Company requires Grantee to move Grantee's principal business office to such corporate headquarters, or assigns to the Grantee duties that would reasonably require such move, such actions shall not constitute "Good Reason" under this subsection; (C) the Company shall require Grantee, or assign duties to the Grantee which would reasonably require Grantee, to increase, by more than twenty-four, the number of normal working days (determined at the time of this Award Agreement) that Grantee spends away from Grantee's principal business office during any consecutive twelve-month period; (D) the Company shall reduce Grantee's annual salary below that in effect as of the date of this Award Agreement (or as of the Change of Control, if greater); (E) the Company shall materially reduce or fail to continue in effect any cash or stock-based incentive or bonus

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plan, retirement plan, welfare benefit plan, or other benefit plan, program or arrangement, unless the aggregate value (as computed by an independent employee benefits consultant selected by the Company) of all such incentive, bonus, retirement and benefit plans, programs and arrangements provided to the Grantee is not materially less than their aggregate value as of the date of this Award Agreement (or as of the Change of Control, if greater); or (F) if the Board of Directors fails to act in good faith with respect to the Company's obligations hereunder, or the Company breaches its obligations hereunder.

9. Forfeiture. If Grantee's employment is terminated for Cause, as such term is defined in that certain Executive Severance and Retention Agreement between the Company and Grantee, dated as of the date hereof (the "Severance Agreement"), then the unvested PSUs shall be forfeited to the Company effective as of the date on which the Grantee entered into such activity, unless terminated sooner by operation of another term or condition of this Award Agreement or the Plan.

10. Additional Delivery. Within 2½ months of the date the PSUs have been vested pursuant to this Award Agreement, the Company shall pay to the Grantee a dividend equivalent equal to the aggregate per share cash dividends with respect to all cash dividend record dates that fall between the Award Date and the Vesting Date, multiplied by the number of PSUs that vest as of such Vesting Date (without interest). The Company may withhold from any payment that it is required to make under this Award Agreement amounts sufficient to satisfy applicable withholding requirements under any federal, state, local or foreign law due in connection with this Award or the payment described in this Section. No dividends shall be paid to the Grantee with respect to any Restricted Stock Unit that does not vest and is forfeited by Grantee.

11. Construction. This Award Agreement is subject to the terms of the Plan and shall be construed in accordance therewith. All capitalized and undefined terms herein are subject to the definitions contained in the Plan. The validity, construction, interpretation, and enforceability of this Award Agreement shall be determined and governed by the laws of the State of Illinois without regard to any conflicts or choice of law rules or principles that might otherwise refer construction or interpretation of this Award Agreement to the substantive law of another jurisdiction, and any litigation arising out of this Award Agreement shall be brought in the Circuit Court of the State of Illinois or the United States District Court for the Eastern Division of the Northern District of Illinois and the Grantee consents to the jurisdiction and venue of those courts.

12. Severability. The provisions of this Award Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

13. Waiver. The waiver by the Company of a breach of any provision of this Award Agreement by Grantee shall not operate or be construed as a waiver of any subsequent breach by the Grantee.

14. Binding Effect. The provisions of this Award Agreement shall be binding upon the parties hereto, their successors and assigns, including, without limitation, the Company, its successors or assigns, the estate of the Grantee and the executors, administrators or trustees of such estate and any receiver, trustee in bankruptcy or representative of the creditors of the Grantee.

15. Withholding. Grantee agrees, as a condition of this grant, to make acceptable arrangements to pay any withholding or other taxes or deductions that may be due or may arise as a result of the vesting of the PSUs or other payments under this Award Agreement. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment or other deduction is required relating

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to the vesting of shares or other payments arising from this grant, the Company shall have the right to require such amounts or deductions from Grantee, or withhold such amounts or deductions from other payments due Grantee from the Company or any Affiliate.

16. Dispute Resolution. The parties initially shall attempt to resolve by direct negotiation any dispute, controversy or claim arising out of or relating to this Award Agreement or its breach or interpretation (each, a "Dispute"). For purposes of this negotiation, the Company shall be represented by one or more of its independent directors appointed by the Board of Directors. If the parties are unable to resolve the Dispute by direct negotiation within 30 days after written notice by one party to the other of the Dispute, the Dispute shall be settled by submission by either party of the Dispute to binding arbitration in Chicago, Illinois (unless the parties agree in writing to a different location), before a single arbitrator in accordance with the American Arbitration Association's National Rules for the Resolution of Employment Disputes then in effect. The arbitrator will be an attorney licensed to practice law in the State of Illinois. The decision and award made by the arbitrator shall be final, binding and conclusive on all parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof. Except as set forth below, each party shall pay: the fees of their or its attorneys; the expenses of their or its witnesses; and all other expenses connected with presenting their or its case. Except as set forth below, the costs of the arbitration, including the cost of any record or transcripts of the arbitration hearing, administrative fees, the fees of the arbitrator, and all other fees and costs shall be borne equally by the parties. In the event of a Dispute following or in connection with a Change of Control, the Company shall pay the fees of the arbitrator as well as the cost of any record or transcripts of the arbitration hearing and other administrative fees and costs. In all Disputes, the arbitrator will have discretion to make an award of fees, costs and expenses to the prevailing party.

17. Section 409A Compliance. It is the intention of the Company and the Grantee that the PSUs and other benefits awarded under this Award Agreement shall comply with Section 409A of the Code and its implementing regulations ("Section 409A") and shall be interpreted in a manner consistent with this intent. Notwithstanding anything to the contrary contained herein, a termination of the Grantee's employment shall not be deemed to have occurred for purposes of making any payments under this Award Agreement unless such termination gives rise to a "Separation from Service" (within the meaning of Section 409A, a "Separation from Service") and references to "termination of employment" shall mean Separation from Service. In the event that the Company or the Grantee reasonably determines that any award under this Award Agreement fails to comply with Section 409A, the Company and Grantee shall work together to adopt such amendments to this Award Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effective to the extent allowable by applicable laws), or take any other commercially reasonable actions necessary or appropriate to comply with the requirements of Section 409A. Nothing in this Agreement shall be construed as a guarantee of any particular tax treatment to the Grantee. Grantee shall be solely responsible for the tax consequences with respect to all amounts payable under this Award Agreement, and in no event shall the Company have any responsibility or liability if this Award Agreement does not meet any applicable requirements of Section 409A.

18. No Retention Rights. Nothing herein contained shall confer on the Grantee any right with respect to continuation of employment or services by the Company or its Subsidiaries or Affiliates, or interfere with the right of the Company or its Subsidiaries or Affiliates to terminate at any time the employment or service of the Grantee.

19. No Guarantee of Future Awards. The grant of PSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants, even if PSUs have previously been granted.

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20. Counterparts. This Award Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Entire Agreement and Clawback Policy. This Award Agreement supersedes and cancels all prior written or oral agreements and understandings relating to the terms of this Award Agreement. This Award Agreement and the PSUs granted hereunder are subject to the Plan and the terms of any Change in Control Agreement between the Company and Grantee, as the same may be amended from time to time, if any. Additionally, this Award Agreement and the Awards granted hereunder are subject to the terms of the Company's recoupment, clawback or similar policy as in effect from time to time, as well as any similar provisions of applicable law, including Section 10D of the Securities Exchange Act of 1934 (the "Exchange Act") and the Dodd Frank Wall Street Reform and Consumer Protection Act. In addition, the Company shall recover from Grantee any Award recoverable under Section 304 of the Sarbanes-Oxley Act of 2002.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the Company by one of its duly authorized representatives has executed this Award Agreement as of the day and year first above written.

METHODE ELECTRONICS, INC.

By:       /s/ Bruce K. Crowther      

Bruce K. Crowther

Its: Chair, Compensation Committee

Please indicate your acceptance of the terms and conditions of this Award Agreement by signing in the space provided below and returning a signed copy of this Award Agreement to the Company. IF A COPY OF THIS AWARD AGREEMENT EXECUTED BY THE GRANTEE HAS NOT BEEN RECEIVED BY THE COMPANY NO LATER THAN THIRTY (30) DAYS AFTER THE AWARD DATE, THE RESTRICTED STOCK UNITS GRANTED UNDER THIS AWARD AGREEMENT SHALL BE CANCELLED.

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RECEIVED A COPY OF THE PLAN AND ARE FAMILIAR WITH THE TERMS AND PROVISIONS THEREOF, INCLUDING THE TERMS AND PROVISIONS OF THIS AWARD AGREEMENT. YOU HAVE REVIEWED THE PLAN AND THIS AWARD AGREEMENT IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO EXECUTING THIS AWARD AGREEMENT AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AWARD AGREEMENT. FINALLY, YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE ADMINISTRATOR UPON ANY QUESTIONS ARISING UNDER THE PLAN OR THIS AWARD AGREEMENT.

The undersigned hereby accepts, and agrees to, all terms and provisions of this Award Agreement and the Plan as they pertain hereto.

GRANTEE

      /s/ Laura Kowalchik      

Laura Kowalchik

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## **Exhibit A**

### **Performance Period and Performance Criteria**

**22. Performance Period.** The “Performance Period” is the period between April 29, 2024 and April 30, 2027.

**23. Performance Criteria.** The Grantee’s PSUs shall become vested based on the satisfaction of both the Time Measure and the Performance Measure, each as outlined below.

**24. Time Measure.** Except to the extent provided in Section 7(b), 8(b), 8(c), and 8(d) of the Award Agreement, the “Time Measure” shall be satisfied based on Grantee’s continued employment with the Company or a Subsidiary or Affiliate through the date the Committee has certified the Company’s attainment of the Performance Measure, which shall occur immediately following the end of such Performance Period.

**25. Performance Measure.**

(a) The number of PSUs that would be delivered pursuant to this Exhibit A, assuming the Performance Measure described in this Section 4 has been attained at the Target Level, is listed in Section 2 of the Award Agreement. The final number of PSUs, if any, that will be delivered at the end of the Performance Period (defined above) shall be calculated as described below based upon the Payout Percentage (see table below in Section 4(c)).

(b) The Performance Measure used to determine (1) the number of PSUs that will be earned as of the end of the Performance Period, and (2) the number of shares of Common Stock delivered upon settlement of such PSUs, shall be the Company’s Annualized Total Stockholder Return (“Annualized TSR”) for the Performance Period, subject to and provided that a Change of Control has not occurred before the end of the Performance Period.

(c) If the Company’s Annualized TSR is between two of the designated performance levels below, the Payout Percentage shall be determined based on linear interpolation. No portion of this Award will be earned if the Company’s performance during the Performance Period is below the threshold level of the Performance Criteria as described below. Any determination of performance under this Agreement shall be determined by the Committee in accordance with the Plan’s terms.

<b><u>Level</u></b>	<b><u>Annualized TSR</u></b>	<b><u>Payout Percentage</u></b>
<b>Maximum</b>	Twenty Percent (20%)	200% of Target Level
<b>Target</b>	Fifteen Percent (15%)	100% of Target Level
<b>Threshold</b>	Ten Percent (10%)	50% of Target Level
<b>Below Threshold</b>	Less than Ten Percent	0%

(d) “**Annualized TSR**” shall be the Company’s annualized total shareholder return, calculated as follows:

$$\frac{\text{Ending Average Stock Price} + \text{Reinvested Dividend Amount}}{\text{Beginning Average Stock Price}}^{1/n - 1}$$

where  $n$  is equal to 3, which is the number of years over which Annualized TSR is measured.

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The “Ending Average Stock Price” shall be calculated as the volume weighted average price for the Company's Common Stock for the last 20 trading days of the Performance Period.

The “Beginning Average Stock Price” shall be calculated as the volume weighted average price for the Company's Common Stock for the last 20 trading days prior to the first day of the Performance Period.

“Reinvested Dividend Amount” shall be calculated as the sum of the total dividends paid<sup>1</sup> on one share of Common Stock during the Performance Period, assuming reinvestment of such dividends in such Common Stock (based on the Closing Stock Price of such Stock on the ex-dividend date). For the avoidance of doubt, it is intended that the foregoing calculation of Reinvested Dividend Amount shall take into account not only the reinvestment of dividends in a share of Common Stock but also capital appreciation or depreciation in the shares of Common Stock deemed acquired by such reinvestment.

(e) As soon as administratively practicable after the end of the Performance Period, the Company's Annualized TSR shall be calculated and reviewed by the Committee. The Committee shall certify in writing the extent to which the Performance Measure has been satisfied and the Payout Percentage for the Award.

(f) In addition to any other authority or powers granted to the Committee herein or in the Plan, the Committee shall have the authority to interpret and determine the application and calculation of any matter relating to the determination of Annualized TSR, including any terms in the Agreement or this Exhibit A related thereto. The Committee shall also have the power to make any and all adjustments it deems appropriate to reflect any changes in the Company's outstanding Common Stock, including by reason of subdivision or consolidation of Common Stock or other capital readjustment, the payment of a stock dividend on the Common Stock, other increase or reduction in the number of shares of Stock outstanding, recapitalizations, reorganizations, mergers, consolidations, combinations, split-ups, split-offs, spin-offs, exchanges or other relevant changes in capitalization or distributions to holders of Common Stock. The determination of the Committee with respect to any such matter shall be conclusive.

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<sup>1</sup> The relevant date for determining whether a dividend is included in the calculation of “Reinvested Dividend Amount” is the ex-dividend date (and not the payment date). In the event that the stock of the Company goes ex-dividend during the Performance Period (including the 20-day trading period during which the Ending Average Stock Price is to be calculated), such dividend shall be included in the determination of “Reinvested Dividend Amount,” notwithstanding the fact that the payment date of such dividend may actually occur after the conclusion of the Performance Period. In the event that the stock of the Company goes ex-dividend prior to the commencement of the Performance Period (for example, during the 20-day trading period during which the Beginning Average Stock Price is to be calculated), such dividend shall *not* be included in the determination of “Reinvested Dividend Amount,” notwithstanding the fact that the payment date of such dividend may actually occur during the Performance Period.



**CHANGE IN CONTROL AGREEMENT**

This Change in Control Agreement is dated as of October 1, 2024, between Methode Electronics, Inc., a Delaware corporation (the "Company"), and Laura Kowalchik ("Employee").

**WITNESSETH:**

WHEREAS, Employee is employed by the Company or one of its subsidiaries or affiliates (referred to collectively as the "Company") and the Company desires to provide certain security to Employee in connection with any potential change in control of the Company.

NOW, THEREFORE, it is hereby agreed by and between the parties, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, as follows:

**1. Payments and Benefits Upon a Change in Control.** If within twenty-four (24) months after a Change in Control (as defined below) or during the Period Pending a Change in Control (as defined below): (i) the Company shall terminate Employee's employment with the Company without Cause (as defined below), or (ii) Employee shall voluntarily terminate such employment with Good Reason (as defined below), the Company shall, within thirty (30) days of Employee's Employment Termination (as defined below), make the payments and provide the benefits described below.

**1.1 Salary Payment.** The Company shall make a lump sum cash payment to Employee equal to two (2) times the Employee's Annual Salary (as defined below).

**1.2 Bonus.** The Company shall make a lump sum cash payment to Employee equal to two (2) times Employee's target annual bonus amount for the fiscal year in which Employee's Employment Termination occurs; provided, however, that if the target annual bonus amount for such fiscal year has not yet been determined as of the date of Employee's Employment Termination, then the bonus amount payable hereunder shall be calculated based on Employee's target annual bonus amount for the previous fiscal year, regardless of whether such bonus was actually earned.

**1.3 Continued Health Benefits.** If Employee timely and properly elects continuation health care coverage pursuant to the Company's group health care plan, the Company will pay on Employee's behalf the COBRA premiums for such COBRA continuation coverage (or cash in lieu thereof if COBRA is no longer available to Employee) for a designated period ending on the earlier of (i) twenty-four (24) months following Employee's Date of Termination, or (ii) the date Employee first becomes eligible for coverage under another employer's group health plan (such period referred to as the "COBRA Subsidy Period"). The Company will treat the cost of such coverage to Employee as taxable income for federal income tax purposes to the extent required by law. Employee shall promptly inform the Company in writing if and when Employee obtains or becomes eligible for any other health care coverage from another employer of Employee. Employee shall be responsible for the full unsubsidized costs of COBRA coverage after the COBRA Subsidy Period.

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1.4 Equity Awards. Any equity compensation awards granted to Employee, which vest upon the achievement of performance conditions and/or continued service of Employee that remain outstanding immediately prior to the date of the Change in Control shall be administered and settled as provided in the underlying award agreement.

1.5 Employment. This Agreement shall not be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between Employee and the Company, Employee shall not have any right to be retained in the employ of the Company.

1.6 Section 409A. Notwithstanding anything to the contrary in this Agreement, it is intended that the amounts payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Code provided under Treasury Regulations Sections 1.409A-1(b)(4), 1.409A-1(b)(5), and 1.409A-1(b)(9) and this Agreement will be construed to the greatest extent possible as consistent with those provisions. To the extent applicable, any payments to Employee called for under this Agreement that are determined to be payments of deferred compensation to which Section 409A is applicable and that are paid by reason of Employee's "separation from service," as described in Section 409A, shall be delayed, to the extent necessary, to avoid a violation of Section 409A(a)(2)(B)(i). As used in this Agreement, Section 409A means Section 409A of the Code, including any regulations or written guidance issued pursuant thereto.

2. Definitions. For purposes of this Agreement:

2.1 "Annual Salary" shall mean Employee's salary at the greater of (i) Employee's annualized base salary) in effect on the date of the Change in Control, or (ii) Employee's annualized base salary in effect on Employee's Employment Termination.

2.2 "Cause" shall mean: (i) Employee's conviction of a felony other than a traffic violation; (ii) Employee's commission of any act or acts of personal dishonesty intended to result in personal enrichment to Employee to the material detriment of the Company; (iii) a failure to perform assigned duties, provided that such failure has continued for more than ten (10) days after the Company or the Company's Board of Directors has given written notice of such failure and of the Company's intention to terminate Employee's employment because of such failure; (iv) any willful misconduct by Employee which materially affects the business reputation of the Company; (v) breach in any material respect by Employee of any provision of any employment, consulting, advisory, nondisclosure, non-competition, proprietary information, or other similar agreement between Employee and the Company; or (vi) Employee's material violation of the Company's code of conduct. Employee shall be considered to have been discharged for "Cause" if the Company or the Company's Board of Directors determines, within thirty (30) days after the Employee's resignation, that discharge for Cause was warranted. Notwithstanding the foregoing, if circumstances deemed to constitute Cause under items (v) or (vi) above are reasonably capable of cure, Cause shall only exist if such circumstances remain uncured for ten (10) days after Employee receives written notice from the Company or the Company's Board of Directors providing reasonable details of the circumstances deemed to constitute Cause.

2.3 "Change in Control" shall be deemed to have occurred on the first to occur of any of the following: (i) any one "person" or more than one person acting as a "group" becomes the "beneficial owner" (as such terms are used in the Securities Exchange Act of 1934) of more than

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fifty percent (50%) of the total voting power of common stock then outstanding; provided, however, that any acquisition by the Company, any entity controlled by the Company or any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company shall not constitute a Change in Control of the Company; (ii) a majority of the members of the Company's Board of Directors is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the Company's Board of Directors before the date of the appointment or election; (iii) the consummation of a merger, consolidation or similar transaction involving the Company where, immediately after the consummation of such transaction, the stockholders of the Company immediately prior thereto do not own, directly or indirectly, either of the following, in each case, in substantially the same proportion as the ownership of the Company's stockholders prior to such transaction: (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving entity in such transaction or (B) more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving entity in such transaction; or (iv) the consummation of a sale, transfer or liquidation of all or substantially all of the assets of the Company and its subsidiaries; provided, however, that notwithstanding the foregoing, in any circumstance or transaction in which compensation resulting from or in respect of this Agreement would result in the imposition of an additional tax under Section 409A of the Code if the foregoing definition of "Change in Control" were to apply, but would not result in the imposition of any additional tax if the term "Change in Control" were defined herein to mean a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5), then "Change in Control" shall mean a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5), but only to the extent necessary to prevent such compensation from becoming subject to an additional tax under Section 409A of the Code.

2.4 "Code" means the Internal Revenue Code of 1986, as amended.

2.5 "Employment Termination" shall mean the effective date of: (i) Employee's voluntary termination of employment with the Company with Good Reason, or (ii) the termination of Employee's employment by the Company without Cause.

2.6 "Good Reason" shall exist if, without Employee's express written consent any of the following events or actions occurs, provided that no finding of Good Reason shall be effective unless and until Employee has provided the Company, within sixty (60) calendar days of becoming aware of the facts and circumstances underlying the finding of Good Reason, with written notice thereof stating with specificity the facts and circumstances underlying the finding of Good Reason and, if the basis for such finding of Good Reason is capable of being cured by the Company, providing the Company with an opportunity to cure the same within thirty (30) calendar days after receipt of such notice: (i) the Company materially reduces the nature, scope or level of Employee's responsibilities from the nature, scope or level of such responsibilities prior to the Change in Control (or prior to the Period Pending a Change in Control) or changes Employee's reporting relationship; (ii) the Company requires Employee to move Employee's principal business office more than fifty (50) miles from Employee's principal business office at the time of this Agreement; provided, however, that if Employee's principal business office is not located at the Company's then current corporate headquarters, and the Company requires Employee to move Employee's principal business office to such corporate headquarters, such action shall not constitute "Good Reason" under this subsection (ii); (iii) the Company reduces Employee's Annual Salary or annual bonus or long-term incentive opportunity below that in effect as of the date of this Agreement (or

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as of the Change in Control, if greater); or (iv) the Company breaches in any material respect its obligations hereunder.

2.7 "Period Pending a Change in Control" shall mean the period between the time an agreement is entered into by the Company with respect to a merger or other business combination or transaction of the Company, which would constitute a Change in Control, and the effective time of such merger or other business combination or transaction of the Company.

3. Salary to Date of Employment Termination. The Company shall pay to Employee any unpaid salary or other compensation of any kind earned with respect to any period prior to Employee's Employment Termination, including, but not limited to a lump sum cash payment for accumulated but unused vacation earned through such Employment Termination.

4. Other Incentive Plans. Except as otherwise provided herein, nothing in this Agreement shall impair or impact the vesting of any restricted stock, stock options, cash incentives or other form of compensation or benefits provided under any other plan, program or arrangement.

5. Code Section 4999.

5.1 In the event it shall be determined that as a result, directly or indirectly, of any payment or distribution by the Company to or for the benefit of Employee, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), Employee would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by Employee with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then Employee shall be entitled to have the Payment either (A) paid or delivered in full, or (B) capped at the amount that is \$1 less than three times Employee's "base amount," whichever of the foregoing results in the receipt by Employee of the greatest benefit on an after-tax basis (taking into account applicable taxes, including federal, state and local income taxes and the Excise Tax). Any reduction of the Payment required by this subsection shall be carried out by applying the following principles, in order: (1) the payment or benefit with the higher ratio of the parachute payment value to present economic value (determined using reasonable actuarial assumptions) shall be reduced or eliminated before a payment or benefit with a lower ratio; (2) the payment or benefit with the later possible payment date shall be reduced or eliminated before a payment or benefit with an earlier payment date; and (3) cash payments shall be reduced prior to non-cash benefits; provided that if the foregoing order of reduction or elimination would violate Code Section 409A, then the reduction shall be made pro rata among the payments or benefits included in the Payment (on the basis of the relative present value of the parachute payments).

5.2 All determinations required to be made under this Section 5 shall be made by the Company's Independent Public Accounting Firm (the "Accounting Firm") which shall provide detailed supporting calculations and documentation both to the Company and Employee within fifteen (15) business days of receipt of notice from Employee that there has been a Payment or such earlier time as is requested by the Company. The Company and Employee shall furnish to the Accounting Firm such information and documents as the Accounting Firm may reasonably request in order to make the determinations required under this Section 5. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, or the Accounting Firm declines such representation, Employee shall

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appoint a certified public accountant at another nationally recognized accounting firm (or, if none is available a lawyer with a nationally recognized law firm or a compensation consultant with a nationally recognized actuarial and benefits consulting firm) with expertise in the area of executive compensation tax law to make the determinations required hereunder (such accountant, lawyer, or consultant, as applicable, shall then be referred to as the Accounting Firm hereunder), provided such accounting firm is acceptable to the Company (the Company's acceptance not to be unreasonably withheld). All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by Employee, it shall furnish Employee with a written opinion that failure to report the Excise Tax on the Employee's applicable federal income tax return would not result in the imposition of a negligence or similar penalty. Any determination by the Accounting Firm shall be binding upon the Company and Employee absent manifest error.

6.Mitigation and Set-Off. Employee shall not be required to mitigate Employee's damages by seeking other employment or otherwise. The Company's obligations under this Agreement shall not be reduced in any way by reason of any compensation or benefits received (or foregone) by Employee from sources other than the Company after Employee's Employment Termination, or any amounts that might have been received by Employee in other employment had Employee sought other employment, except for the termination of benefits under a Welfare Benefit Plan pursuant to Section 1.3(ii) hereof. Except as expressly provided in Section 1.3 of this Agreement, Employee's entitlement to benefits and coverage under this Agreement shall continue after, and shall not be affected by, Employee's obtaining other employment after her Employment Termination, provided that any such benefit or coverage shall not be furnished if Employee expressly waives the specific benefit or coverage by giving written notice of waiver to the Company.

7.Litigation Expenses. The Company shall pay to Employee all out-of-pocket expenses, including attorneys' fees, incurred by Employee in the event Employee successfully enforces any provision of this Agreement in any action, arbitration or lawsuit.

8.Assignment, Successors. This Agreement may not be assigned by the Company without the written consent of Employee but the obligations of the Company under this Agreement shall be the binding legal obligations of any successor to the Company by merger or other business combination, and in the event of any business combination or transaction that results in the transfer of substantially all of the assets or business of the Company, the Company will cause the transferee to assume the obligations of the Company under this Agreement. This Agreement may not be assigned by Employee during Employee's life, and upon Employee's death will inure to the benefit of Employee's heirs, legatees and legal representatives of Employee's estate.

9.Interpretation. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Illinois, without regard to the conflict of law principles thereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

10.Withholding. The Company may withhold from any payment that it is required to make under this Agreement amounts sufficient to satisfy applicable withholding requirements under any federal, state, local or foreign law or regulation.

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11. Amendment or Termination. This Agreement may be amended at any time by written agreement between the Company and Employee. The Company may terminate this Agreement by written notice given to Employee at least two (2) years prior to the effective date of such termination, provided that, if a Change in Control occurs prior to the effective date of such termination, the termination of this Agreement shall not be effective and Employee shall be entitled to the full benefits of this Agreement. Any such amendment or termination shall be made pursuant to a resolution of the Company's Board of Directors or Compensation Committee.

12. Financing. Cash and benefit payments under this Agreement shall constitute general obligations of the Company. Employee shall have only an unsecured right to payment thereof out of the general assets of the Company. Notwithstanding the foregoing, the Company may, by agreement with one or more trustees to be selected by the Company, create a trust on such terms, as the Company shall determine, to make payments to Employee in accordance with the terms of this Agreement.

13. Severability. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof shall be adjudicated by arbitration administered by the American Arbitration Association ("AAA") under its Employment Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration shall be by a single arbitrator, and the arbitration shall take place in Chicago, Illinois. The costs of the arbitration, including the fees of the arbitrator, cost of any record or transcripts of the arbitration hearing, administrative fees, and other similar fees and costs of arbitration shall be borne equally by the parties; provided, however, in the event of a dispute following or in connection with a Change in Control, the Company shall pay the fees of the arbitrator as well as such other fees and costs of arbitration. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction, and both parties consent and submit to the jurisdiction of such court for purposes of such action. Nothing in this Agreement shall preclude either party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches and similar doctrines, which would otherwise be applicable in any action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for those purposes. The Federal Arbitration Act shall apply to the construction, interpretation and enforcement of this arbitration provision.

15. Other Agreements. This Agreement supersedes and cancels all prior written or oral agreements and understandings relating to the terms of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

METHODE ELECTRONICS, INC.

By: /s/ Bruce K. Crowther

Bruce K. Crowther, Compensation Committee Chair

EMPLOYEE:

/s/Laura Kowalchik

Name: Laura Kowalchik

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**EXECUTIVE SEVERANCE AND RETENTION AGREEMENT**

This Executive Severance and Retention Agreement (this "Agreement"), dated effective this 1st day of October, 2024 ("Effective Date"), by and between Methode Electronics, Inc., a Delaware corporation (the "Company"), and Laura Kowalchik ("Executive"). This Agreement sets forth the terms and conditions of contingent severance arrangements between the Company and Executive and cancels and supersedes all other severance-related agreements between the parties (except it does not cancel and supersede the Change in Control Agreement between Executive and the Company).

It is hereby agreed by and between the parties, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, as follows:

1. Definitions. For all purposes hereof, the following defined terms have the meanings set forth below:

1.1 "Accrued Obligations" means all (i) accrued but unpaid Annual Salary to Executive's Date of Termination, and (ii) any benefits for which Executive is eligible under the terms of any benefit plan of the Company or its subsidiaries, including any accumulated but unused vacation earned through Executive's Date of Termination.

1.2 "Annual Bonus" means Executive's annual performance-based bonus paid pursuant to the Company's annual incentive plan.

1.3 "Annual Salary" shall mean Executive's annualized base salary in effect on Executive's Date of Termination.

1.4 "Cause" shall mean: (i) Executive's conviction of, or plea of nolo contendere to, a felony other than a traffic violation; (ii) Executive's commission of any act or acts of personal dishonesty intended to result in personal enrichment to Executive to the detriment of the Company; (iii) a failure by Executive to perform assigned duties, provided that such failure has continued for more than ten (10) days after the Company or the Company's Board of Directors has given written notice of such failure and of the Company's intention to terminate Executive's employment because of such failure; (iv) any willful misconduct by Executive which affects the business reputation of the Company; (v) breach in any material respect by Executive of any provision of any employment, consulting, advisory, nondisclosure, non-competition, proprietary information, or other similar agreement between Executive and the Company or any subsidiary or affiliate of the Company; or (vi) Executive's violation of the Company's Code of Business Conduct or any addendum thereto. Notwithstanding the foregoing, if circumstances deemed to constitute Cause under items (v) or (vi) above are reasonably capable of cure, Cause shall only exist if such circumstances remain uncured for ten (10) days after Executive receives written notice from the Company or the Company's Board of Directors providing reasonable details of the circumstances deemed to constitute Cause.

1.5 "Code" means the Internal Revenue Code of 1986, as amended.

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1.6 "Date of Termination" means the effective date of the termination of Executive's employment with the Company and its subsidiaries (as set forth in the Notice of Termination, if applicable) and interpreted consistently as a "separation from service" under Section 409A.

1.7 "Disability" shall have the meaning provided under the Company's standard long-term disability plan.

1.8 "Non-Qualifying Termination" means (i) the Company's termination of Executive's employment for Cause, (ii) Executive's voluntary termination of her employment (i.e., Executive's resignation), (iii) a termination of Executive's employment occurring because of Executive's death or Disability, or (iv) any termination in connection with a change in control entitling such Executive to a change in control payment or similar payment or benefit under a change in control agreement.

1.9 "Notice of Termination" means a written notice of the termination of Executive's employment that (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail, if applicable, the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated, and (iii) if the Date of Termination is other than the date of receipt of such notice, specifies the termination date.

1.10 "Section 409A" means Section 409A of the Internal Revenue Code of 1986, as amended, and the regulatory guidance provided in connection therewith.

1.11 "Target Bonus Amount" means the target Annual Bonus in the fiscal year in which the termination of Executive's employment occurs.

## 2. Termination of Employment.

2.1 Termination by Executive. Executive may terminate her employment by delivering a Notice of Termination to the Company in accordance with Section 7.5.

### 2.2 Termination by the Company.

(a) Termination for Cause. The Company may terminate Executive's employment for Cause by delivering to Executive in accordance with Section 7.5 a Notice of Termination.

(b) Termination Without Cause. The Company may terminate Executive's employment without Cause by delivering a Notice of Termination to Executive in accordance with Section 7.5.

2.3 Death or Disability. Executive's employment shall terminate automatically upon Executive's death. If the Company determines in good faith that the Disability of Executive has occurred during her employment, it may give to Executive a Notice of Termination in accordance with Section 7.5 of this Agreement. In such event, Executive's employment shall terminate upon receipt of such notice.

3. Severance. The Company shall pay the Accrued Obligations to Executive in connection with the termination of Executive's employment with the Company within 14 days after

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Executive's Date of Termination. In addition, Sections 3.1, 3.2, 3.3, and 3.4 below shall apply, and the payments described in Sections 3.1 and 3.3 shall be made in the timeframes described below, if the Company terminates Executive's employment with the Company without Cause as provided in Section 2.2(b) above and not on account of Executive's death or Disability and not on account of a change in control entitling Executive to a change in control payment or similar payment or benefit under a change in control agreement.

**3.1Cash Severance.** The Company shall make a severance payment to Executive equal to one (1) times the sum of (i) Executive's Annual Salary, plus (ii) Executive's Target Bonus Amount (the "Cash Severance"). The Cash Severance shall be paid in equal cash installments in accordance with the Company's usual payroll practices over the twelve (12) month period following Executive's termination date with the initial payment to be made on the first regular payroll date of the Company occurring on or after sixty (60) days following Executive's Date of Termination.

**3.2Additional Vesting Credit on Equity Awards.** Notwithstanding the terms of any award agreement, service-based vesting under Executive's outstanding equity compensation awards shall be determined as if Executive's employment had terminated on the first anniversary of Executive's Date of Termination.

**3.3Continued Health Benefits.** If Executive timely and properly elects continuation health care coverage pursuant to the Company's group health care plan, the Company will pay on Executive's behalf the COBRA premiums for such COBRA continuation coverage for a designated period ending on the earlier of (i) twelve (12) months following Executive's Date of Termination, or (ii) the date Executive first becomes eligible for coverage under another employer's group health plan (such period referred to as the "COBRA Subsidy Period"). The Company will treat the cost of such coverage to Executive as taxable income for federal income tax purposes to the extent required by law. Executive shall promptly inform the Company in writing if and when Executive obtains or becomes eligible for any other health care coverage from another employer of Executive. Executive shall be responsible for the full unsubsidized costs of COBRA coverage after the COBRA Subsidy Period.

**3.4Release of Claims.** Executive understands that the severance benefits described in this Section 3 are the only severance benefits to which Executive may be entitled following termination of Executive's employment under the circumstances described herein. Executive acknowledges and agrees that Executive shall not be eligible for any of the severance benefits described in this Section 3 unless Executive signs and returns to the Company a valid, non-revocable waiver and general release of claims ("Release"), as presented to Executive by the Company in the form requested by the Company within 45 calendar days following Executive's Date of Termination and any applicable revocation period expires without revocation. If the Release consideration and revocation periods span two calendar years, no payments under Section 3 hereof shall commence until the second calendar year. The Release shall, among other things, release the Company and its subsidiaries and affiliates, and their/its current and former directors and employees, from all claims, known or unknown, arising prior to the effective date of the Release that Executive asserted and/or could have asserted against any and all of them, including but not limited to any claims arising out of Executive's employment with the Company. Executive also acknowledges and agrees that Executive shall not be eligible for any of the severance benefits described in this Section 3 unless Executive at all times remains in compliance with the terms of

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this Agreement and any non-disclosure, non-solicitation, non-competition, or non-disparagement obligations towards the Company under any law or agreement.

Notwithstanding anything to the contrary in this Agreement, Executive shall not be obligated to release, (i) any rights of Executive to receive from the Company accrued and unpaid base salary, earned or vested incentive compensation, out of pocket expense reimbursement, or accrued, unused vacation owed to Executive, (ii) any vested equity rights, (iii) any obligations of the Company to pay any severance amounts, if applicable, pursuant to this Agreement, (iv) any claim which cannot be waived as a matter of law, or (v) any rights of indemnification or coverage under any insurance policy, corporate document or any statutory or common law.

3.5 Non-Qualifying Termination. If Executive's employment with the Company and its subsidiaries is terminated in a Non-Qualifying Termination, this Agreement shall terminate without further obligations to Executive other than payment of the Accrued Obligations.

3.6 Deductions. To the extent permissible under federal or state law, the following items and amounts will be deducted from the payments under Section 3.1:

3.6.1 Any amounts that Executive owes to the Company, including, but not limited to, any amounts owed by Executive to the Company pursuant to the Company's Incentive Compensation Recovery Policy; and

3.6.2 Any amount of garnished earnings which would have been withheld from Executive's pay, if the Company has been garnishing Executive's earnings pursuant to an order of garnishment, child support or tax lien.

3.7 Forfeiture. Executive shall forfeit any and all rights to payments and benefits under Sections 3.1, 3.2, and 3.3 and shall be obligated to repay any such benefits previously paid under this Agreement, if the Company, in its reasonable discretion, determines before payment is made or within one (1) year of payment being made to Executive that Executive is or was not eligible to receive any payment due to non-compliance with the terms of this Agreement or any non-disclosure, non-solicitation, non-competition, or non-disparagement obligations towards the Company under any law or agreement.

4. Other Incentive Plans. Except as otherwise provided herein, nothing in this Agreement shall impair or impact the vesting of any restricted stock, stock options, cash incentives, or other form of compensation or benefits provided under any other plan, program, or arrangement.

## 5. Applicable Taxes and Section 409A.

5.1 Tax Withholding. The Company may deduct and withhold from all compensation payable to Executive pursuant to this Agreement all amounts required to be deducted and withheld therefrom pursuant to any present or future law, regulation, or ordinance of the United States of America or any state or local jurisdiction therein.

### 5.2 Section 409A.

(a) Notwithstanding anything to the contrary in this Agreement, it is intended that the amounts payable under this Agreement satisfy, to the greatest extent possible, the

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exemptions from the application of Section 409A provided under Treasury Regulations Sections 1.409A-1(b)(4), 1.409A-1(b)(5), and 1.409A-1(b)(9) and this Agreement will be construed to the greatest extent possible as consistent with those provisions.

(b) If, at the time of Executive's separation from service (within the meaning of Section 409A), (i) Executive shall be a specified employee (within the meaning of Section 409A and using the identification methodology selected by the Company from time to time), and (ii) the Company shall make a good faith determination that an amount payable pursuant to this Agreement constitutes deferred compensation (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then the Company shall not pay such amount on the otherwise scheduled payment date but shall instead pay it on the first business day after such six-month period (or, if earlier, as soon as practicable following the date of Executive's death). Such amount shall be paid without interest.

(c) Notwithstanding any provision of this Agreement to the contrary, in light of the uncertainty with respect to the proper application of Section 409A, the Company reserves the right to make amendments to this Agreement as the Company deems necessary or desirable to avoid the imposition of taxes or penalties under Section 409A.

(d) No amendment to this Agreement may accelerate or defer the time or schedule of any payment under this Agreement, except as may be permitted pursuant to applicable Treasury Regulations.

6. Mitigation and Set-Off. Executive shall not be required to mitigate Executive's damages by seeking other employment or otherwise. The Company's obligations under this Agreement shall not be reduced in any way by reason of any compensation or benefits received (or foregone) by Executive from sources other than the Company after Executive's Date of Termination, or any amounts that might have been received by Executive in other employment had Executive sought other employment, except for the termination of the COBRA subsidy as provided in Section 3.3 of this Agreement.

## 7. Miscellaneous.

7.1 Employment. This Agreement shall not be construed as creating an express or implied contract of employment, and, except as otherwise agreed in writing between Executive and the Company, Executive shall not have any right to be retained in the employ of the Company.

7.2 Litigation Expenses. The prevailing party in any action, arbitration, or lawsuit arising out of or related to this Agreement shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in such action, arbitration, or lawsuit.

7.3 Assignment, Successors. This Agreement may not be assigned by the Company without the written consent of Executive, but the obligations of the Company under this Agreement shall be the binding legal obligations of any successor to the Company by merger or other business combination. In the event of any business combination or transaction that results in the transfer of substantially all of the assets or business of the Company, the Company will cause the transferee to assume the obligations of the Company under this Agreement. This Agreement may not be assigned by Executive during Executive's life, and upon Executive's death will inure to the benefit

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of Executive's heirs, legatees and legal representatives of Executive's estate. Executive's death will not accelerate the timing of any payments under this Agreement.

7.4 Interpretation. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Illinois, without regard to the conflict of law principles thereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

7.5 Notices. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be considered as effective: (i) when received if delivered personally or by courier; or (ii) on the date receipt is acknowledged if delivered by (a) certified mail, postage prepaid, return receipt requested, or (b) e-mail, with confirmation receipt required, as follows:

If to Executive, addressed to: the last known residential address reflected in the Company's records.

If to the Company, addressed to: Methode Electronics, Inc.

8750 W. Bryn Mawr Ave, Suite 1000

Chicago, IL 60631

Attention: Chief Administrative Officer

E-mail: Andrea.Barry@methode.com

Notice of change in address should be provided as stated in this section.

7.6 Withholding. The Company may withhold from any payment that it is required to make under this Agreement amounts sufficient to satisfy applicable withholding requirements under any federal, state, local or foreign law, or regulation.

7.7 Amendment or Termination.

(a) This Agreement may be amended at any time by written agreement between the Company and Executive.

(b) This Agreement will automatically terminate as of close of business on the date the Company adopts a severance plan which covers its senior executives, provided the severance benefit Executive is eligible to receive under such plan shall be not less than the severance benefit provided to Executive under this Agreement. Subject to the preceding sentence, the Company, through action of the Compensation Committee of its Board of Directors, may terminate this Agreement by written notice given to Executive at least two (2) years prior to the effective date of such termination.

7.8 Financing. Cash and benefit payments under this Agreement shall constitute general obligations of the Company. Executive shall have only an unsecured right to payment thereof out of the general assets of the Company. Notwithstanding the foregoing, the Company may, by agreement with one or more trustees to be selected by the Company, create a trust on such terms, as the Company shall determine, to make payments to Executive in accordance with the terms of this Agreement.

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7.9 Severability. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

7.10 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof shall be adjudicated by arbitration administered by the American Arbitration Association ("AAA") under its Employment Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration shall be by a single arbitrator, and the arbitration shall take place in Chicago, Illinois. The costs of the arbitration, including the fees of the arbitrator, cost of any record or transcripts of the arbitration hearing, administrative fees, and other similar fees and costs of arbitration shall be borne equally by the parties. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction, and both parties consent and submit to the jurisdiction of such court for purposes of such action. Nothing in this Agreement shall preclude either party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches and similar doctrines, which would otherwise be applicable in any action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for those purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

7.11 Other Agreements. This Agreement supersedes and cancels all prior written or oral agreements and understandings relating to the terms of this Agreement. The Offer Letter dated August 27, 2024 under which Executive is employed by the Company and the Proprietary Interests Protection Agreement executed by Executive on August 27, 2024, remain in full force and effect. The Change in Control Agreement between Executive and the Company dated as of October 1, 2024, also remains in full force and effect.

[Signature Page Attached]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

METHODE ELECTRONICS, INC.

By: /s/Bruce Crowther  
Bruce Crowther, Chair Compensation Committee

EXECUTIVE:

/s/Laura Kowalchik  
Name: Laura Kowalchik

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**METHODE ELECTRONICS, INC.**

**ANNUAL BONUS PERFORMANCE GRANT  
AWARD AGREEMENT  
(FISCAL 2025)**

This Annual Bonus Performance Grant Award Agreement, effective as of September \_\_\_\_, 2024 (the "Award Agreement"), is entered into by and between Methode Electronics, Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ ("Grantee").

WHEREAS, the Company desires to reward Grantee for Grantee's services to the Company and to encourage Grantee to continue to work for the benefit of the Company in a manner that will benefit the Company and the Company's stockholders.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter set forth, the Company agrees to award to Grantee the annual bonus Performance Grant described herein under the Company's 2022 Omnibus Incentive Plan (the "Plan"), subject to the terms and conditions set forth herein and in the Plan.

1. General. This Award Agreement and the Performance Grant awarded herein are subject to all of the provisions of the Plan applicable to Performance Grants. Unless the context otherwise requires, capitalized terms used herein shall have the same meanings as in the Plan. Grantee hereby acknowledges receipt of a copy of the Plan and has read the Plan and fully understands its contents. In the event of any conflict between the terms of this Award Agreement and the terms of the Plan, the terms of the Plan shall control.

2. Grant. The Company hereby grants to Grantee an annual bonus Performance Grant payable in cash based upon the Performance Goals set forth on Exhibit A hereto (the "Award"). Following the end of the Performance Period, the Committee shall determine the level of attainment for the Performance Goals and the amount payable pursuant to the Award, which amount will be paid by the Company to Grantee in cash unless otherwise determined at the time of payment by the Committee in its sole discretion. Unless the Award is properly deferred under the terms of the Methode Electronics, Inc. Deferred Compensation Plan, the Performance Grant shall be settled on or before the 90th day following both (i) the end of the Performance Period, and (ii) certification by the Committee that the Performance Goals and any other material terms of the Performance Grant and the Plan have been satisfied and the amount that shall be paid under the Award's terms, or as soon thereafter as is reasonably practicable.

3. Proprietary Interests Protection Agreement. [The Performance Grant herein is conditioned on Grantee's execution of the Proprietary Interests Protection Agreement attached as Exhibit B.] / [Grantee previously executed the Proprietary Interests Protection Agreement attached as Exhibit B and reaffirms Grantee's obligations under that Agreement.]

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4. Construction. This Award Agreement is subject to the terms of the Plan and shall be construed in accordance therewith. The construction and operation of this Award Agreement are governed by the laws of the State of Illinois without regard to any conflicts or choice of law rules or principles that might otherwise refer construction or interpretation of this Award Agreement to the substantive law of another jurisdiction, and any litigation arising out of this Award Agreement shall be brought in the Circuit Court of the State of Illinois or the United States District Court for the Eastern Division of the Northern District of Illinois.

5. Amendment. This Award Agreement may be amended at any time by written agreement between the Company and Grantee. Any such amendment shall be made pursuant to a resolution of the Committee.

6. Severability. In the event that any provision or portion of this Award Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Award Agreement shall be unaffected thereby and shall remain in full force and effect.

7. Dispute Resolution. The parties initially shall attempt to resolve by direct negotiation any dispute, controversy or claim arising out of or relating to this Award Agreement or its breach or interpretation (each, a "Dispute"). For purposes of this negotiation, the Company shall be represented by one or more of its independent directors appointed by the Board of Directors. If the parties are unable to resolve the Dispute by direct negotiation within thirty (30) days after written notice by one party to the other of the Dispute, the Dispute shall be settled by submission by either party of the Dispute to binding arbitration in Chicago, Illinois (unless the parties agree in writing to a different location), before a single arbitrator in accordance with the American Arbitration Association's Employment Arbitration Rules then in effect. The arbitrator will be an attorney licensed to practice law in the State of Illinois. The decision and award made by the arbitrator shall be final, binding and conclusive on all parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof. Except as set forth below, each party shall pay: the fees of his, her or its attorneys; the expenses of his, her or its witnesses; and all other expenses connected with presenting his, her or its case. Except as set forth below, the costs of the arbitration, including the cost of any record or transcripts of the arbitration hearing, administrative fees, the fees of the arbitrator, and all other fees and costs shall be borne equally by the parties. In the event of a Dispute following or in connection with a Change of Control, the Company shall pay the fees of the arbitrator as well as the cost of any record or transcripts of the arbitration hearing and other administrative fees and costs. In all Disputes, the arbitrator will have discretion to make an award of fees, costs and expenses to the prevailing party.

8. Section 409A Compliance. It is the intention of the Company and Grantee that the Award and other benefits awarded under this Award Agreement shall be exempt from the requirements of Section 409A of the Code and its implementing regulations ("Section 409A") and shall be interpreted in a manner consistent with this interpretation. In the event that the Company or Grantee reasonably determines that any award under this Award Agreement may be subject to Section 409A, the Company and Grantee shall work together to adopt such amendments to this Award Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effective to the extent allowable by applicable laws), or take any other commercially reasonable actions necessary or appropriate to cause the Award and other benefits

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awarded under this Award Agreement to (i) be exempt from Section 409A, or (ii) otherwise comply with the requirements of Section 409A.

9. Counterparts. This Award Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Entire Agreement and Clawback Policy. This Award Agreement supersedes and cancels all prior written or oral agreements and understandings relating to the terms of this Award Agreement. This Award Agreement and the Award granted hereunder are subject to the Plan and the terms of any Change in Control Agreement between the Company and Grantee, as the same may be amended from time to time, if any. Additionally, this Award Agreement and the Award granted hereunder are subject to the terms of the Company's recoupment, clawback or similar policy as in effect from time to time, as well as any similar provisions of applicable law, including Section 10D of the Securities Exchange Act of 1934 (the "Exchange Act") and the Dodd Frank Wall Street Reform and Consumer Protection Act. In addition, the Company shall recover from Grantee any Award recoverable under Section 304 of the Sarbanes-Oxley Act of 2002.

11. No Retention Rights. Nothing herein contained shall confer on Grantee any right with respect to continuation of employment or services by the Company or its Affiliates, or interfere with the right of the Company or its Affiliates to terminate at any time the employment or service of Grantee.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Award Agreement as of the day and year first above written.

METHODE ELECTRONICS, INC.

By: \_  
Bruce K. Crowther  
Chair, Compensation Committee

The undersigned hereby accepts, and agrees to, all terms and provisions of this Award Agreement, the Plan and the Company's Incentive Compensation Recover Policy (clawback policy) as they pertain hereto.

GRANTEE

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_

## CERTIFICATION

I, Jonathan DeGaynor, certify that:

1. I have reviewed this report on Form 10-Q of Methode Electronics, Inc.;
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 registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: December 5, 2024

By:

/s/ Jonathan DeGaynor  
**Jonathan DeGaynor**  
**Chief Executive Officer**

**CERTIFICATION**

I, Laura Kowalchik, certify that:

1. I have reviewed this report on Form 10-Q of Methode Electronics, Inc.;
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 registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) 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 registrant 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 registrant, 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: December 5, 2024

By:

/s/ Laura Kowalchik  
**Laura Kowalchik**  
**Chief Financial Officer**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned officers of Methode Electronics, Inc. (the "Company") certifies that the Quarterly Report on Form 10-Q of the Company for the quarter ended November 2, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in that Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: December 5, 2024

By:

/s/ Jonathan DeGaynor  
**Jonathan DeGaynor**  
**Chief Executive Officer**

Date: December 5, 2024

By:

/s/ Laura Kowalchik  
**Laura Kowalchik**  
**Chief Financial Officer**

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