UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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 June 30, 2025

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: **001-14832**

CELESTICA INC.

(Exact Name of Registrant as Specified in Its Charter)

Ontario, Canada	**98-0185558**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

5140 Yonge Street, Suite 1900 Toronto, Ontario, Canada	**M2N 6L7**
(Address of principal executive offices)	(Zip Code)

(416) 448-2211
(Registrant's telephone number, including area code)

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 Shares	**CLS**	**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 (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a 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	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth 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 Exchange Act.☐

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

As of July 23, 2025, the registrant had 115,032,686 Common Shares outstanding.

CELESTICA INC.
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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

CELESTICA INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions of U.S. dollars)
(unaudited)

	Note	June 30 2025	December 31 2024
Assets			
Current assets:			
Cash and cash equivalents		$ 313.8	$ 423.3
Accounts receivable, net	*5*	2,287.8	2,069.0
Inventories	*6*	1,918.1	1,760.6
Other current assets	*15*	251.3	259.3
Total current assets		4,771.0	4,512.2
Property, plant and equipment, net		549.4	537.2
Operating lease right-of-use assets	*7*	123.5	124.4
Goodwill		340.8	340.5
Intangible assets, net		286.8	308.0
Deferred income taxes		95.2	87.7
Other non-current assets		74.4	78.2
Total assets		$ 6,241.1	$ 5,988.2
Liabilities and Equity			
Current liabilities:			
Current portion of borrowings under credit facility and finance lease obligations	*8*	$ 26.6	$ 26.5
Accounts payable		1,595.2	1,294.8
Accrued and other current liabilities and provisions	*15*	1,575.7	1,606.6
Income taxes payable		123.3	93.5
Total current liabilities		3,320.8	3,021.4
Long-term portion of borrowings under credit facility and finance lease obligations	*8*	848.6	770.2
Pension and non-pension post-employment benefit obligations		90.8	83.8
Other non-current liabilities and provisions	*15*	180.1	167.4
Deferred income taxes		42.9	49.4
Total liabilities		4,483.2	4,092.2
Contingencies	*17*		
Equity:			
Total equity		1,757.9	1,896.0
Total liabilities and equity		$ 6,241.1	$ 5,988.2

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

CELESTICA INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in millions of U.S. dollars, except per share amounts)
(unaudited)

	Note	Three months ended June 30		Six months ended June 30	
		2025	2024	2025	2024
Revenue	*3*	$ 2,893.4	$ 2,391.9	$ 5,542.0	$ 4,600.8
Cost of sales	*6*	2,522.4	2,138.1	4,897.1	4,124.9
Gross profit		371.0	253.8	644.9	475.9
Selling, general and administrative expenses		38.9	79.3	151.4	144.1
Research and development		34.0	19.4	51.6	35.9
Amortization of intangible assets		11.1	10.7	22.2	20.9
Restructuring and other charges, net of recoveries	*11*	14.5	11.5	18.4	16.3
Earnings from operations		272.5	132.9	401.3	258.7
Finance costs		13.5	15.0	27.2	29.0
Miscellaneous expense	*12*	1.7	4.4	3.1	11.0
Earnings before income taxes		257.3	113.5	371.0	218.7
Income tax expense (recovery)	*14*				
Current		61.2	38.6	88.8	49.3
Deferred		(14.9)	(20.1)	(15.0)	(17.4)
		46.3	18.5	73.8	31.9
Net earnings		$ 211.0	$ 95.0	$ 297.2	$ 186.8
Earnings per share:					
Basic		$ 1.83	$ 0.80	$ 2.57	$ 1.57
Diluted		$ 1.82	$ 0.80	$ 2.55	$ 1.57
Weighted-average shares used in computing per share amounts (in millions):					
Basic	*16*	115.1	118.8	115.5	118.9
Diluted	*16*	115.9	119.4	116.4	119.3

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

CELESTICA INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions of U.S. dollars)
(unaudited)

	Note	Three months ended June 30		Six months ended June 30	
		2025	2024	2025	2024
Net earnings		$ 211.0	$ 95.0	$ 297.2	$ 186.8
Other comprehensive income (loss), net of tax	*10*				
Losses related to defined benefit pension and non-pension post-employment benefit plans		(3.1)	(0.5)	(6.1)	(1.0)
Currency translation differences for foreign operations		4.3	(2.1)	5.0	(5.4)
Unrealized gain (loss) on currency forward derivative hedges		15.2	(6.2)	21.5	(9.9)
Unrealized gain (loss) on interest rate swap derivative hedges		(1.6)	0.9	(3.7)	4.6
Total other comprehensive income (loss), net of tax		14.8	(7.9)	16.7	(11.7)
Total comprehensive income		$ 225.8	$ 87.1	$ 313.9	$ 175.1

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

CELESTICA INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(in millions of U.S. dollars)
(unaudited)

Three Months Ended June 30, 2025	Note	Capital stock	Treasury stock	Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive income (loss)[a]	Total equity
Balance -- March 31, 2025		$ 1,628.7	$ (205.6)	$ 487.0	$ (337.6)	$ (15.7)	$ 1,556.8
Capital transactions:	*9*						
Issuance of capital stock		0.8	—	(0.5)	—	—	0.3
Repurchase of capital stock for cancellation [b]		(8.0)	—	(32.7)	—	—	(40.7)
Stock-based compensation (SBC)		—	3.4	12.3	—	—	15.7
Total comprehensive income:							
Net earnings for the period		—	—	—	211.0	—	211.0
Other comprehensive income		—	—	—	—	14.8	14.8
Balance -- June 30, 2025		$ 1,621.5	$ (202.2)	$ 466.1	$ (126.6)	$ (0.9)	$ 1,757.9
Six Months Ended June 30, 2025							
Balance -- January 1, 2025		$ 1,632.8	$ (92.9)	$ 797.5	$ (423.8)	$ (17.6)	$ 1,896.0
Capital transactions:	*9*						
Issuance of capital stock		5.9	—	(5.6)	—	—	0.3
Repurchase of capital stock for cancellation [c]		(17.2)	—	(99.7)	—	—	(116.9)
Purchase of treasury stock for SBC plans		—	(221.6)	—	—	—	(221.6)
SBC cash settlement		—	—	(156.0)	—	—	(156.0)
SBC		—	112.3	(70.1)	—	—	42.2
Total comprehensive income:							
Net earnings for the period		—	—	—	297.2	—	297.2
Other comprehensive income		—	—	—	—	16.7	16.7
Balance -- June 30, 2025		$ 1,621.5	$ (202.2)	$ 466.1	$ (126.6)	$ (0.9)	$ 1,757.9

(a) Accumulated other comprehensive income (loss) is net of tax (see note 10).

(b) Consists of $40.0 paid to repurchase common shares for cancellation during the second quarter of 2025 and accrued share buyback taxes (see note 9).

(c) Consists of $115.0 paid to repurchase common shares for cancellation during the first half of 2025 and accrued share buyback taxes (see note 9).

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

CELESTICA INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(in millions of U.S. dollars)
(unaudited)

Three Months Ended June 30, 2024	Note	Capital stock	Treasury stock	Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive income (loss)[a]	Total equity
Balance -- March 31, 2024		$ 1,671.5	$ (95.0)	$ 896.8	$ (760.0)	$ (4.0)	$ 1,709.3
Capital transactions:	*9*						
Repurchase of capital stock for cancellation		(3.0)	—	(7.0)	—	—	(10.0)
SBC		—	2.5	9.7	—	—	12.2
Total comprehensive income:							
Net earnings for the period		—	—	—	95.0	—	95.0
Other comprehensive loss		—	—	—	—	(7.9)	(7.9)
Balance -- June 30, 2024		$ 1,668.5	$ (92.5)	$ 899.5	$ (665.0)	$ (11.9)	$ 1,798.6
Six Months Ended June 30, 2024							
Balance -- January 1, 2024		$ 1,672.5	$ (80.1)	$ 1,030.6	$ (851.8)	$ (0.2)	$ 1,771.0
Capital transactions:	*9*						
Issuance of capital stock		5.4	—	(1.5)	—	—	3.9
Repurchase of capital stock for cancellation [b]		(9.4)	—	(14.4)	—	—	(23.8)
Purchase of treasury stock for SBC plans[c]		—	(94.1)	—	—	—	(94.1)
SBC cash settlement		—	—	(69.0)	—	—	(69.0)
SBC		—	81.7	(46.2)	—	—	35.5
Total comprehensive income:							
Net earnings for the period		—	—	—	186.8	—	186.8
Other comprehensive loss		—	—	—	—	(11.7)	(11.7)
Balance -- June 30, 2024		$ 1,668.5	$ (92.5)	$ 899.5	$ (665.0)	$ (11.9)	$ 1,798.6

(a) Accumulated other comprehensive income (loss) is net of tax (see note 10).

(b) Consists of $26.5 paid to repurchase common shares for cancellation during the first half of 2024, offset in part by the reversal of $2.7 accrued at December 31, 2023 for the estimated contractual maximum quantity of permitted common share repurchases (Contractual Maximum Quantity) under an automatic share purchase plan (ASPP) executed in December 2023 for such purpose (see note 9).

(c) Consists of $101.6 paid to repurchase common shares for delivery obligations under our SBC plans during the first half of 2024, offset in part by the reversal of $7.5 accrued at December 31, 2023 for the estimated Contractual Maximum Quantity under an ASPP executed in September 2023 for such purpose (see note 9).

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

CELESTICA INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions of U.S. dollars)
(unaudited)

		Three months ended June 30		Six months ended June 30	
Cash provided by (used in):	**Note**	**2025**	**2024**	**2025**	**2024**
Operating activities:					
Net earnings		$ 211.0	$ 95.0	$ 297.2	$ 186.8
Adjustments to reconcile net earnings to net cash flows from operating activities:					
Depreciation and amortization		45.3	36.9	82.7	72.6
SBC	*9*	15.2	11.9	41.2	34.6
Total return swap (TRS) fair value adjustments	*9*	(97.4)	(15.7)	(78.3)	(47.2)
Restructuring and other charges		0.4	4.8	0.4	5.5
Unrealized losses on hedge derivatives		1.3	3.3	2.6	9.1
Deferred income taxes		(14.9)	(20.1)	(15.0)	(17.4)
Other		12.2	3.3	18.4	(3.0)
Changes in non-cash working capital items:					
Accounts receivable		(151.9)	(80.9)	(218.8)	(97.7)
Inventories		(129.8)	107.7	(157.5)	260.4
Other current assets		(9.4)	9.4	(6.4)	(0.7)
Accounts payable, accrued and other current liabilities, provisions and income taxes payable		270.4	(56.0)	316.2	(195.3)
Net cash provided by operating activities		152.4	99.6	282.7	207.7
Investing activities:					
Cash paid for business acquisition, net of cash acquired		—	(36.1)	—	(36.1)
Purchase of property, plant and equipment		(32.5)	(36.9)	(69.2)	(77.3)
Proceeds from sale of assets		—	2.9	—	2.9
Other		(2.5)	—	(2.5)	—
Net cash used in investing activities		(35.0)	(70.1)	(71.7)	(110.5)
Financing activities:					
Borrowings under revolving loans	*8*	190.0	180.0	500.0	465.0
Repayments under revolving loans	*8*	(250.0)	(208.0)	(410.0)	(465.0)
Borrowings under term loans		—	750.0	—	750.0
Repayments under term loans	*8*	(4.3)	(604.3)	(8.7)	(608.9)
Principal payments of finance leases		(2.6)	(2.3)	(5.2)	(4.8)
Proceeds from issuance of capital stock	*9*	0.3	—	0.3	3.9
Repurchase of capital stock for cancellation	*9*	(40.0)	(10.0)	(117.7)	(26.5)
Purchase of treasury stock for SBC plans	*9*	—	—	(221.6)	(101.6)
Proceeds from TRS settlement	*15*	—	—	98.6	32.3
SBC cash settlement	*9*	—	—	(156.0)	(69.0)
Debt issuance costs paid		—	(9.0)	(0.2)	(9.0)
Net cash provided by (used in) financing activities		(106.6)	96.4	(320.5)	(33.6)
Net increase (decrease) in cash and cash equivalents		10.8	125.9	(109.5)	63.6
Cash and cash equivalents, beginning of period		303.0	308.1	423.3	370.4
Cash and cash equivalents, end of period		$ 313.8	$ 434.0	$ 313.8	$ 434.0
Supplemental disclosure information:					
Interest paid		$ 12.5	$ 13.8	$ 27.3	$ 28.5
Net income taxes paid		$ 50.6	$ 19.8	$ 56.2	$ 38.7
Non-cash investing activity:					
Unpaid purchases of property, plant and equipment at end of period		$ 31.4	$ 33.0	$ 31.4	$ 33.0

The accompanying notes are an integral part of these unaudited interim condensed consolidated financial statements.

1. REPORTING ENTITY

Celestica Inc. (referred to herein as Celestica, the Company, we, us, or our) is incorporated in Ontario with its corporate headquarters located in Toronto, Ontario, Canada. Celestica's common shares (Common Shares) are listed on the Toronto Stock Exchange (TSX) and the New York Stock Exchange (NYSE). Our operating and reportable segments consist of the Advanced Technology Solutions (ATS) segment and the Connectivity & Cloud Solutions (CCS) segment. See note 3 for further detail regarding segment information.

2. BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

Basis of preparation:

These unaudited interim condensed consolidated financial statements for the period ended June 30, 2025 (Q2 2025 Interim Financial Statements) have been prepared in accordance with generally accepted accounting principles in the United States (GAAP) for interim financial reporting, and the instructions to Form 10-Q and Article 10 of Regulation S-X. Certain information or footnote disclosures, normally included in annual financial statements prepared in accordance with GAAP, have been condensed or omitted pursuant to the rules and regulations of the U.S. Securities and Exchange Commission for interim financial reporting. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. The Q2 2025 Interim Financial Statements, in the opinion of management, reflect all normal and recurring adjustments necessary to present fairly our financial position, operating results and cash flows for the periods presented. Results for interim periods are not necessarily an indication of results to be expected for the year. The three and six months ended June 30, 2025 are referred to herein as Q2 2025 and 1H 2025, respectively. The Q2 2025 Interim Financial Statements should be read in conjunction with our 2024 annual consolidated financial statements and related notes (2024 AFS) which are included in our Annual Report on Form 10-K for the year ended December 31, 2024. The Q2 2025 Interim Financial Statements are presented in United States (U.S.) dollars, which is also Celestica's functional currency. Unless otherwise noted, all financial information is presented in millions of U.S. dollars (except percentages and per share/per unit amounts). We have reclassified certain prior period information to conform with the presentation of the current period.

Basis of consolidation:

These consolidated financial statements include our subsidiaries, all of which are wholly owned. Any subsidiaries that are formed or acquired during the year are consolidated from their respective dates of formation or acquisition. Inter-company transactions and balances are eliminated on consolidation.

Use of estimates and judgments:

The preparation of financial statements requires management to make judgments, estimates and assumptions that affect the application of accounting policies, the reported amounts of assets, liabilities, revenue and expenses, and related disclosures with respect to contingent assets and liabilities. We base our judgments, estimates and assumptions on current facts, historical experience and various other factors that we believe are reasonable under the circumstances. The economic environment also impacts certain estimates and discount rates necessary to prepare our consolidated financial statements, including significant estimates and discount rates applicable to the determination of the fair values used in the impairment testing of our non-financial assets. Our assessment of these factors forms the basis for our judgments on the carrying values of our assets and liabilities, and the accrual of our costs and expenses. Actual results could differ materially from our estimates and assumptions. We review our estimates and underlying assumptions on an ongoing basis and make revisions as determined necessary by management. Revisions are recognized in the period in which the estimates are revised and may also impact future periods.

Our review of the estimates, judgments and assumptions used in the preparation of the Q2 2025 Interim Financial Statements included those relating to, among others: our determination of the timing of revenue recognition, the determination of whether indicators of impairment existed for our assets and reporting units, our measurement of deferred tax assets and liabilities, our estimated inventory write-downs and expected credit losses, customer creditworthiness, and the determination of the fair value of assets acquired, liabilities assumed and contingent consideration in connection with a business combination. Any revisions to estimates, judgments or assumptions may result in, among other things, write-downs, accelerated depreciation or amortization,

or impairments of our assets or our reporting units, any of which could have a material impact on our financial performance and financial condition.

Due to global economic conditions, including the impact of ongoing trade conflicts, tariffs and geopolitical conflicts, there has been and will continue to be uncertainty in the global economy. Management has made estimates and assumptions based on information available as of the date of issuance of the Q2 2025 Interim Financial Statements taking into consideration certain possible impacts due to the foregoing factors. These estimates may change, as new events occur, and additional information is obtained.

Significant accounting policies:

The Q2 2025 Interim Financial Statements have been prepared on a basis consistent with the accounting policies as described in note 2 to our 2024 AFS.

Recently adopted accounting pronouncements:

In December 2023, the Financial Accounting Standards Board (FASB) issued ASU 2023-09 Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which enhances income tax disclosures, primarily through changes to the rate reconciliation and disaggregation of income taxes paid. The impact of our adoption of such guidance will be reflected in our 2025 annual consolidated financial statements.

Recently issued accounting pronouncements not yet adopted:

In October 2023, the FASB issued ASU 2023-06 Disclosure Improvements — Codification Amendments in Response to the U.S. Securities and Exchange Commission's Disclosure Update and Simplification Initiative, which amends disclosure guidance over an entity's accounting policy related to derivative instruments, material prior period adjustments upon a change in a reporting entity, earnings-per-share, encumbered assets, unused lines of credit and unfunded commitments, and liquidation preferences of preferred stock. The amendments are effective prospectively on the date each individual amendment is effectively removed from Regulation S-X or Regulation S-K.

In November 2024, the FASB issued ASU 2024-03 Income Statement — Reporting Comprehensive Income — Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, which requires public business entities to disclose disaggregated information about certain costs and expenses in the notes to their financial statements. The objective of this update is to provide more detailed information about the types of expenses included in commonly presented expense captions, such as cost of sales, selling, general and administrative expenses (SG&A), and research and development expenses. The update mandates that entities present a tabular disclosure of each relevant expense caption on the face of the income statement, disaggregated into specified categories, including purchases of inventory, employee compensation, depreciation, intangible asset amortization, and other significant expenses. This enhanced disclosure aims to improve the transparency and decision-usefulness of financial statements for investors and other users. ASU 2024-03 is effective for annual periods beginning after December 15, 2026, with early adoption permitted.

We are currently evaluating the impact that the updated standards will have on our financial statement disclosures. We believe that other recently issued accounting standards will either not have a material impact on the consolidated financial statements or will not apply to our operations.

3. SEGMENT AND CUSTOMER REPORTING

Segments:

Celestica delivers innovative supply chain solutions to customers in two operating and reportable segments. Our ATS segment consists of our ATS end market, and is comprised of our Aerospace and Defense, Industrial, HealthTech and Capital Equipment businesses. Our CCS segment consists of our Communications and Enterprise (servers and storage) end markets. Segment performance is evaluated based on segment revenue, segment income and segment margin (segment income as a percentage of segment revenue). Segment income is defined as a segment's revenue less its cost of sales and its allocatable portion of SG&A

(in millions of U.S. dollars, except percentages and per share amounts)

and research and development expenses (collectively, Segment Costs). See note 22 to our 2024 AFS for a description of the businesses that comprise our segments, how segment revenue is attributed, how costs are allocated to our segments, and how segment income and segment margin are determined.

Information regarding each reportable segment for the periods indicated is set forth below:

Revenue by segment:	**Three months ended June 30**				**Six months ended June 30**			
	2025		**2024**		**2025**		**2024**	
		% of total		% of total		% of total		% of total
ATS	$ 819.1	28 %	$ 767.7	32 %	$ 1,626.3	29 %	$ 1,535.6	33 %
CCS								
Communications	$ 1,641.2	57 %	$ 935.2	39 %	$ 3,068.9	56 %	$ 1,699.4	37 %
Enterprise	433.1	15 %	689.0	29 %	846.8	15 %	1,365.8	30 %
	$ 2,074.3	72 %	$ 1,624.2	68 %	$ 3,915.7	71 %	$ 3,065.2	67 %
Total revenue	$ 2,893.4		$ 2,391.9		$ 5,542.0		$ 4,600.8	

Segment Costs by segment:	**Three months ended June 30**		**Six months ended June 30**	
	2025	**2024**	**2025**	**2024**
ATS cost of sales	$ 726.1	$ 700.9	$ 1,452.6	$ 1,402.1
ATS other Segment Costs	49.5	31.7	89.5	66.5
CCS cost of sales	1,829.6	1,438.6	3,460.2	2,728.1
CCS other Segment Costs	73.5	71.1	137.2	123.9
Total Segment Costs	$ 2,678.7	$ 2,242.3	$ 5,139.5	$ 4,320.6

Segment income, segment margin, and reconciliation of segment income to earnings before income taxes:	**Note**	**Three months ended June 30**				**Six months ended June 30**			
		2025		**2024**		**2025**		**2024**	
			Segment Margin		Segment Margin		Segment Margin		Segment Margin
ATS segment income and margin		$ 43.5	5.3 %	$ 35.1	4.6 %	$ 84.2	5.2 %	$ 67.0	4.4 %
CCS segment income and margin		171.2	8.3 %	114.5	7.0 %	318.3	8.1 %	213.2	7.0 %
Total segment income		214.7		149.6		402.5		280.2	
Reconciling items:									
Finance costs		13.5		15.0		27.2		29.0	
Miscellaneous expense	*12*	1.7		4.4		3.1		11.0	
Foreign currency forward contracts transitional adjustments		—		(0.7)		—		(1.2)	
Employee SBC expense		15.2		11.9		41.2		34.6	
TRS fair value adjustment (TRS FVA): losses (gains)		(97.4)		(15.7)		(78.3)		(47.2)	
Amortization of intangible assets (excluding computer software)		9.9		9.7		19.9		19.0	
Restructuring and other charges, net of recoveries	*11*	14.5		11.5		18.4		16.3	
Earnings before income taxes		$ 257.3		$ 113.5		$ 371.0		$ 218.7	

Customers:

Two customers (both in our CCS segment) individually represented 10% or more of total revenue in Q2 2025 (31% and 13%). Three customers (all in our CCS segment) individually represented 10% or more of total revenue in 1H 2025 (30%, 13% and

(in millions of U.S. dollars, except percentages and per share amounts)

10%). Two customers (both in our CCS segment) individually represented 10% or more of total revenue in the second quarter of 2024 (Q2 2024) (32% and 12%) and the first half of 2024 (1H 2024) (33% and 10%).

4. ACQUISITION

On April 26, 2024, we completed the acquisition of 100% of the interests of NCS Global Services LLC (NCS), a U.S.-based IT infrastructure and asset management business, for a purchase price of $39.6. The purchase price was funded with the revolving portion of our credit facility (see note 8). The NCS acquisition agreement also includes a potential earn-out of up to $20 if certain adjusted earnings before interest, taxes, depreciation and amortization targets are achieved during the period from May 2024 to April 2025. We estimated the fair value of such potential earn-out to be $6.6 at the date of acquisition.

We recorded purchase consideration of $46.2 for the fair value of the acquired assets (including $3.5 of cash) and liabilities at the date of acquisition on our consolidated balance sheet. Details of our final purchase price allocation for the NCS acquisition is as follows:

Cash and cash equivalents	$	3.5
Accounts receivable and other current assets		3.0
Right-of-use (ROU) assets		5.2
Property, plant and equipment		0.4
Computer software assets and intellectual property		1.3
Customer and brand intangible assets		28.6
Goodwill		19.4
Accounts payable and accrued liabilities		(2.5)
Lease liabilities		(5.2)
Deferred income tax liabilities		(7.5)
	$	46.2

We engaged third-party consultants to provide valuations of acquired intangible assets and the potential earn-out as of the date of acquisition. The valuation of the intangible assets and the potential earn-out was based on the income approach using a discounted cash flow model and forecasts based on management's subjective estimates and assumptions. Various Level 2 and 3 data inputs of the fair value measurement hierarchy (described in note 2(q) to the 2024 AFS) were used in the valuation of the foregoing assets.

As a result of the NCS acquisition, our amortization of customer and brand intangible assets increased by approximately $3 annually. Goodwill of $19.4 is attributable to our CCS segment and is not tax deductible.

In connection with the NCS acquisition, we recorded acquisition costs of $1.1 in Q2 2024 and $1.6 in 1H 2024. See note 11 for acquisition costs incurred in Q2 2025, 1H 2025, and the respective prior year periods.

5. ACCOUNTS RECEIVABLE (A/R), NET

Allowance for credit losses:

A/R is recorded net of allowance of $22.8 at June 30, 2025 (December 31, 2024 — $10.1).

A/R sales program and supplier financing programs (SFPs):

Both at June 30, 2025 and at December 31, 2024, we sold nil of A/R under our A/R sales program and under our SFPs.

(in millions of U.S. dollars, except percentages and per share amounts)

Contract assets:

At June 30, 2025, our A/R balance included $293.4 (December 31, 2024 — $237.9) of contract assets recognized as revenue in accordance with our revenue recognition accounting policy.

6. INVENTORIES

The components of inventories, net of applicable net realizable value write-downs, were as follows:

	June 30 2025	December 31 2024
Raw materials	$ 1,492.5	$ 1,521.1
Work in progress	132.7	106.6
Finished goods	292.9	132.9
	$ 1,918.1	$ 1,760.6

We recorded inventory write-downs of $12.8 and $29.3 for Q2 2025 and 1H 2025, respectively (Q2 2024 — $1.3; 1H 2024 — $18.2) in cost of sales.

Contract liabilities:

We receive cash deposits from certain of our customers primarily to reduce risks related to excess and/or obsolete inventory. At June 30, 2025, our accrued and other current liabilities and provisions included $396.6 (December 31, 2024 — $511.6) of cash deposits.

7. LEASES

The components of lease expense for the periods indicated are as follows:

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Finance lease expense:				
Amortization of ROU assets [(i)]	$ 2.0	$ 1.9	$ 4.1	$ 3.7
Interest on lease obligations [(ii)]	0.8	0.9	1.6	1.8
Operating lease expense [(i)]	10.3	10.0	20.6	19.7
Short-term lease expense and variable lease expense [(i)]	0.7	0.5	1.1	0.9
Total	$ 13.8	$ 13.3	$ 27.4	$ 26.1

[(i)] Recorded in either cost of sales or SG&A based on the nature of the leased assets in the consolidated statement of operations.

[(ii)] Recorded in finance costs in the consolidated statement of operations.

(in millions of U.S. dollars, except percentages and per share amounts)

Other information related to leases for the periods indicated is as follows:

	June 30 2025	December 31 2024
ROU assets:		
Operating lease ROU assets	$ 123.5	$ 124.4
Finance lease ROU assets (included in property, plant & equipment, net)	51.4	56.4
Total ROU assets	$ 174.9	$ 180.8
Current portion of lease obligations:		
Operating lease liability (included in accrued and other current liabilities and provisions)	$ 28.5	$ 25.7
Finance lease liability (included in current portion of borrowings under credit facility and finance lease obligations)	10.1	9.9
Long-term portion of lease obligations:		
Operating lease liability (included in other non-current liabilities and provisions)	109.6	109.4
Finance lease liability (included in long-term portion of borrowings under credit facility and finance lease obligations)	48.4	51.8
Total lease obligations	$ 196.6	$ 196.8

8. CREDIT FACILITIES

We are party to a credit agreement (Credit Facility) with Bank of America, N.A., as Administrative Agent, and the other lenders party thereto, which as of a June 2024 amendment (June 2024 Amendment), includes a term loan in the original principal amount of $250.0 (Term A Loan), a term loan in the original principal amount of $500.0 (Term B Loan, and collectively with the Term A Loan, the Term Loans), and a $750.0 revolving credit facility (Revolver). Prior to the June 2024 Amendment, the Credit Facility included a term loan in the original principal amount of $350.0 (Initial Term Loan) and a term loan in the original principal amount of $365.0 (Incremental Term Loan), the outstanding borrowings under each of which were fully repaid with a substantial portion of the proceeds of the Term Loans, and commitments of $600.0 under the Revolver. See note 11 to the 2024 AFS for additional detail regarding the amendments to our Credit Facility in June 2024.

The Term A Loan and the Revolver each mature in June 2029. The Term B Loan matures in June 2031. The Term A Loan and the Term B Loan require quarterly principal repayments of $3.125 and $1.250, respectively, and both require a lump sum repayment of the remainder outstanding at maturity. We are also required to make annual prepayments of outstanding obligations under the Credit Facility (applied first to the Term Loans, then to the Revolver, in the manner set forth in the Credit Facility) ranging from 0% — 50% (based on a defined leverage ratio) of specified excess cash flow for the prior fiscal year. No prepayments based on excess cash flow were required in 2024, or will be required in 2025. In addition, prepayments of outstanding obligations under the Credit Facility (applied as described above) may also be required in the amount of specified net cash proceeds received above a specified annual threshold (including proceeds from the disposal of certain assets). No prepayments based on net cash proceeds were required in 2024, or will be required in 2025. Any outstanding amounts under the Revolver are due at maturity.

The Credit Facility has an accordion feature that allows us to increase the Term Loans and/or commitments under the Revolver by $200.0, plus an unlimited amount to the extent that a defined leverage ratio on a pro forma basis does not exceed specified limits, in each case on an uncommitted basis and subject to the satisfaction of certain terms and conditions. The Revolver also includes a $50.0 sub-limit for swing line loans, providing for short-term borrowings up to a maximum of ten business days, as well as a $150.0 sub-limit for letters of credit (L/Cs), in each case subject to the overall Revolver credit limit.

See note 11 to 2024 AFS for detail of interest rates and commitment fee rates under our Credit Facility. At June 30, 2025, outstanding amounts under the Term A Loan and Revolver bore interest at Adjusted Term SOFR (term SOFR plus 0.1%) plus 1.75%; outstanding amounts under the Term B Loan bore interest at term SOFR plus 1.75%.

We have entered into interest rate swap agreements to hedge against our exposures to the interest rate variability on a portion of the Term Loans. See note 15 for further detail.

(in millions of U.S. dollars, except percentages and per share amounts)

At June 30, 2025 and December 31, 2024, we were in compliance with all restrictive and financial covenants under the Credit Facility.

Activity under our Credit Facility during 2024 and 1H 2025 is set forth below:

	Revolver (excluding L/C)	Term Loans
Outstanding balances as of December 31, 2023	$ —	$ 608.9
Amount borrowed in Q1 2024	285.0	—
Amount repaid in Q1 2024	(257.0)	(4.5625) [1]
Amount borrowed in Q2 2024	180.0 [2]	750.0 [3]
Amount repaid in Q2 2024	(208.0)	(604.3) [4]
Amount borrowed in Q3 2024	20.0	—
Amount repaid in Q3 2024	(20.0)	(4.375) [5]
Amount borrowed in Q4 2024	313.0	—
Amount repaid in Q4 2024	(313.0)	(4.375) [5]
Outstanding balances as of December 31, 2024	$ —	$ 741.2
Amount borrowed in Q1 2025	310.0	—
Amount repaid in Q1 2025	(160.0)	(4.375) [5]
Amount borrowed in Q2 2025	190.0	—
Amount repaid in Q2 2025	(250.0)	(4.375) [5]
Outstanding balances as of June 30, 2025	$ 90.0	$ 732.5

[1] Represents the scheduled quarterly principal repayments under the Incremental Term Loan.

[2] A portion was used to fund the NCS acquisition (see note 4).

[3] Represents borrowings under the Term Loans.

[4] Represents the repayment and termination of the Initial Term Loan and Incremental Term Loan.

[5] Represents scheduled quarterly principal repayments under the Term Loans.

The following table sets forth, at the dates shown, outstanding borrowings under the Credit Facility, excluding ordinary course L/Cs; notional amounts under our interest rate swap agreements; and outstanding finance lease obligations:

	Outstanding borrowings		Notional amounts under interest rate swaps (note 15)	
	June 30 2025	December 31 2024	June 30 2025	December 31 2024
Borrowings under the Revolver	$ 90.0	$ —	$ —	$ —
Borrowings under the Term Loans:				
Term A Loan	$ 237.5	$ 243.7	$ 130.0	$ 130.0
Term B Loan	495.0	497.5	240.0	200.0
Total	$ 732.5	$ 741.2	$ 370.0	$ 330.0
Total borrowings under Credit Facility	$ 822.5	$ 741.2		
Unamortized debt issuance costs related to the Term Loans [1]	(5.8)	(6.2)		
Finance lease obligations (see note 7)	58.5	61.7		
	$ 875.2	$ 796.7		
Total Credit Facility and finance lease obligations:				
Current portion	$ 26.6	$ 26.5		
Long-term portion	848.6	770.2		
	$ 875.2	$ 796.7		

[1] We incur fees and expenses upon amendments to the Credit Facility. In Q2 2025 and 1H 2025, we incurred nil fees and expenses in connection with amendments to the Credit Facility. Third-party expenses and creditor fees incurred in connection with the Revolver in Q2 2024 and 1H 2024 totaling $3.9 were deferred as other assets on our consolidated balance sheet and amortized on a straight line basis over the term (or remaining term, as applicable) of the Revolver. Creditor fees incurred in connection with our Term Loans in Q2 2024 and 1H

2024 totaling $5.4 were deferred as long-term debt on our consolidated balance sheet and amortized over their respective terms using the effective interest rate method.

The following table sets forth, at the dates shown, information regarding outstanding L/Cs, guarantees, surety bonds and overdraft facilities:

	June 30 2025	December 31 2024
Outstanding L/Cs under the Revolver	$ 11.1	$ 11.1
Outstanding bank guarantees and surety bonds outside the Revolver	32.0	23.0
Total	$ 43.1	$ 34.1
Available uncommitted bank overdraft facilities	$ 198.5	$ 198.5
Amounts outstanding under available uncommitted bank overdraft facilities	$ —	$ —

9. CAPITAL STOCK

Capital transactions:

Activities with respect to our capital stock for the periods indicated are set forth below:

Number of shares (in millions)	Common Shares
Issued and outstanding at December 31, 2023	119.0
Issued from treasury [(1)]	0.3
Cancelled under normal course issuer bids (NCIB)	(0.7)
Issued and outstanding at June 30, 2024	118.6
Issued and outstanding at December 31, 2024	116.1
Issued from treasury [(1)]	0.1
Cancelled under NCIB	(1.2)
Issued and outstanding at June 30, 2025	115.0

(1) From time to time, we issue shares from treasury to settle our vested stock options, restricted share units (RSUs) and performance share units (PSUs). In Q2 2025 and 1H 2025, 0.03 million shares were issued from treasury upon the exercise of stock options for aggregate cash proceeds of $0.3 (Q2 2024 — nil; 1H 2024 — 0.3 million shares were issued from treasury upon the exercise of stock options by our Chief Executive Officer for aggregate cash proceeds of $3.9).

Common Share Repurchase Plans:

We have repurchased Common Shares in the open market, or as otherwise permitted, for cancellation through NCIBs, which allow us to repurchase a limited number of Common Shares during a specified period. The maximum number of Common Shares we are permitted to repurchase for cancellation under each NCIB is reduced by the number of Common Shares we arrange to be purchased by any non-independent broker in the open market during the term of such NCIB to satisfy delivery obligations under our SBC plans. We from time-to-time enter into ASPPs with a broker, instructing the broker to purchase our Common Shares in the open market on our behalf, either for cancellation under an NCIB (NCIB ASPPs) or for delivery obligations under our SBC plans (SBC ASPPs), including during any applicable trading blackout periods, up to specified maximums (and subject to certain pricing and other conditions) through the term of each ASPP.

On December 12, 2023, the TSX accepted our notice to launch a NCIB (2023 NCIB), which allowed us to repurchase, at our discretion, from December 14, 2023 until the earlier of December 13, 2024 (unless terminated earlier) or the completion of purchases thereunder, up to approximately 11.8 million of our Common Shares in the open market, or as otherwise permitted, subject to the normal terms and limitations of such bids. At December 31, 2023, we recorded an accrual of: (i) $2.7, representing the estimated contractual maximum number of permitted Common Share repurchases (Contractual Maximum Quantity) under an NCIB ASPP; and (ii) $7.5, representing the estimated Contractual Maximum Quantity under an SBC ASPP, each of which was reversed in 1H 2024. One NCIB ASPP and two SBC ASPPs were in effect during 1H 2024. The 2023 NCIB was early terminated on October 30, 2024.

On October 30, 2024, the TSX accepted our notice to launch another NCIB (2024 NCIB), which allows us to repurchase, at our discretion, from November 1, 2024 until the earlier of October 31, 2025 or the completion of purchases thereunder, up to approximately 8.6 million of our Common Shares in the open market, or as otherwise permitted, subject to the normal terms and limitations of such bids. At June 30, 2025, approximately 7.1 million Common Shares remained available for repurchase under the 2024 NCIB. One SBC ASPP and one NCIB ASPP were in effect during 1H 2025.

Information regarding Common Shares purchases in Q2 2025 and 1H 2025 and respective prior year periods, for cancellation and for SBC plan delivery obligations (including under ASPPs) is set forth below:

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Aggregate cost (including transaction fees and excluding share buyback taxes) of Common Shares repurchased for cancellation	$ 40.0	$ 10.0	$ 115.0	$ 26.5
Number of Common Shares repurchased for cancellation (in millions)[1]	0.6	0.2	1.2	0.7
Weighted average price per share for repurchases	$ 70.48	$ 46.74	$ 94.05	$ 39.39
Aggregate cost (including transaction fees) of Common Shares repurchased for delivery under SBC plans	$ —	$ —	$ 221.6	$ 101.6
Number of Common Shares repurchased for delivery under SBC plans (in millions)[2]	—	—	1.7	2.8

[1] For Q2 2025 and 1H 2025, includes 0.6 million Common shares purchased for cancellation under NCIB ASPPs (Q2 2024 — nil; 1H 2024 — 0.5 million).

[2] Consists entirely of SBC ASPP purchases through an independent broker.

SBC:

Our shareholders approved the 2025 Long Term Incentive Plan (2025 LTIP) at the annual general meeting of shareholders held on June 17, 2025. Effective as of such date, no additional awards will be granted under our prior equity incentive plans, which include the Long Term Incentive Plan, Celestica Share Unit Plan and the Directors' Share Compensation Plan (the "Prior Equity Plans"). Under the 2025 LTIP, we may grant stock options, RSUs, PSUs, director share units and other awards valued in reference to or based on Common Shares. The number of Common Shares that may be issued pursuant to equity awards granted under the 2025 LTIP shall not exceed 6.9 million. While we have the option to settle those equity awards in cash or Common Shares, we intend to settle in Common Shares. Outstanding awards under the Prior Equity Plans shall remain in effect in accordance with their terms until such awards are cancelled or settled, at which point the Prior Equity Plans shall cease to have any further force and effect.

From time to time, we pay cash to a broker to purchase Common Shares in the open market to satisfy delivery requirements under our SBC plans (see table above). In Q2 2025 and 1H 2025, we used 0.03 million Common Shares and 2.0 million Common Shares, respectively (Q2 2024 — 0.1 million; 1H 2024 — 3.3 million) to settle SBC awards. At June 30, 2025, the broker held 2.2 million Common Shares with a value of $202.2 (December 31, 2024 — 2.5 million Common Shares with a value of $92.9) for this purpose, which we report as treasury stock on our consolidated statement of changes in equity.

We grant RSUs and PSUs, and occasionally, stock options, to employees under our SBC plans. The majority of RSUs vest one-third per year over a three-year period. Stock options generally vest 25% per year over a four-year period. The number of outstanding PSUs that will actually vest varies from 0% to 200% of a target amount granted. For PSUs granted in 2022, the number of PSUs that vested were based on the level of achievement of a pre-determined non-market performance measurement in the final year of the relevant three-year performance period, subject to modification by each of a separate pre-determined non-market financial target, and our relative total shareholder return (TSR), a market performance condition, compared to a pre-defined group of companies, over the relevant three-year performance period. Commencing in 2023, the number of PSUs that will vest are based on the level of achievement of a different pre-determined non-market performance measurement, subject to modification by our relative TSR compared to a pre-defined group of companies, in each case over the relevant three-year performance period. We also granted deferred share units and director share units (collectively, DSUs) and RSUs (under specified circumstances) to directors. See note 2(*l*) to the 2024 AFS for further detail.

Information regarding RSU, PSU and DSU grants to employees and directors, as applicable, for the periods indicated is set forth below (no stock options were granted in the periods below):

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
RSUs Granted:				
Number of awards (in millions)	0.04	0.04	0.3	0.7
Weighted average grant date fair value per unit	$ 112.21	$ 47.11	$ 119.55	$ 36.92
PSUs Granted:				
Number of awards (in millions, representing 100% of target)	0.02	—	0.2	0.5
Weighted average grant date fair value per unit	$ 139.53	$ —	$ 146.35	$ 43.34
DSUs Granted:				
Number of awards (in millions)	0.002	0.01	0.01	0.01
Weighted average grant date fair value per unit	$ 152.67	$ 57.33	$ 103.83	$ 49.55

In Q2 2025 and 1H 2025, we made a cash payment of nil and $156.0, respectively, for withholding taxes in connection with the SBC awards that vested during such period (Q2 2024 — nil; 1H 2024 — $69.0).

We use the TRS agreement (TRS Agreement) to manage cash flow requirements and our exposure to fluctuations in the share price of our Common Shares in connection with the settlement of certain outstanding equity awards under our SBC plans. See note 15 for further detail.

Information regarding employee and director SBC expense and TRS FVAs (which represent changes in fair value of the TRS) for the periods indicated is set forth below:

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Employee SBC expense in cost of sales	$ 7.3	$ 5.7	$ 17.4	$ 14.6
Employee SBC expense in SG&A	7.9	6.2	23.8	20.0
Total employee SBC expense	$ 15.2	$ 11.9	$ 41.2	$ 34.6
TRS FVAs: gains in cost of sales	$ (40.6)	$ (7.1)	$ (33.1)	$ (19.9)
TRS FVAs: gains in SG&A	(56.8)	(8.6)	(45.2)	(27.3)
Total TRS FVAs: gains	$ (97.4)	$ (15.7)	$ (78.3)	$ (47.2)
Combined effect of employee SBC expense and TRS FVAs	$ (82.2)	$ (3.8)	$ (37.1)	$ (12.6)
Director SBC expense in SG&A[(1)]	$ 0.5	$ 0.6	$ 1.1	$ 1.2

[(1)] Expense consists of director compensation to be settled with Common Shares, or Common Shares and cash.

(in millions of U.S. dollars, except percentages and per share amounts)

10. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Translation adjustments:				
Opening balance of foreign currency translation account	$ (34.8)	$ (31.4)	$ (35.5)	$ (28.1)
Foreign currency translation adjustments	4.3	(2.1)	5.0	(5.4)
Closing balance of foreign currency translation account	$ (30.5)	$ (33.5)	$ (30.5)	$ (33.5)
Foreign exchange derivatives:				
Opening balance of unrealized net loss on currency forward cash flow hedges[(i)]	$ (3.1)	$ (3.7)	$ (9.4)	$ —
Net gain (loss) on currency forward cash flow hedges[(i)]	18.6	(10.5)	21.2	(20.1)
Reclassification of net loss (gain) on currency forward cash flow hedges to operations[(i)]	(3.4)	4.3	0.3	10.2
Closing balance of unrealized net gain (loss) on currency forward cash flow hedges[(i)]	$ 12.1	$ (9.9)	$ 12.1	$ (9.9)
Interest rate swap derivatives:				
Opening balance of unrealized net gain (loss) on interest rate swap cash flow hedges[(i)]	$ (0.7)	$ 3.7	$ 1.4	$ —
Net gain (loss) on interest rate swap cash flow hedges[(i)]	(1.0)	1.4	(2.6)	5.6
Reclassification of net gain on interest rate swap cash flow hedges to operations[(i)]	(0.6)	(0.5)	(1.1)	(1.0)
Closing balance of unrealized net gain (loss) on interest rate swap cash flow hedges[(i)]	$ (2.3)	$ 4.6	$ (2.3)	$ 4.6
Employment benefit:				
Opening balance of pension and non-pension post-employment benefit account[(i)]	$ 22.9	$ 27.4	$ 25.9	$ 27.9
Net loss on pension and non-pension post-employment benefit plans[(i)]	(2.6)	—	(5.0)	—
Amortization of net gain on pension and non-pension post-employment benefit plans[(i)]	(0.5)	(0.5)	(1.1)	(1.0)
Closing balance of pension and non-pension post-employment benefit account[(i)]	$ 19.8	$ 26.9	$ 19.8	$ 26.9
Accumulated other comprehensive loss (AOCI), net of tax	$ (0.9)	$ (11.9)	$ (0.9)	$ (11.9)

[(i)] Amounts were net of immaterial tax.

11. RESTRUCTURING AND OTHER CHARGES, NET OF RECOVERIES

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Restructuring charges (a)	$ 12.8	$ 5.6	$ 15.0	$ 10.7
Transition Costs (b)	1.1	4.8	1.1	4.8
Acquisition costs	0.3	1.1	0.9	2.1
Other charges (recoveries) (c)	0.3	—	1.4	(1.3)
	$ 14.5	$ 11.5	$ 18.4	$ 16.3

(a) Restructuring charges:

Our restructuring activities consisted primarily of actions to adjust our cost base to address reduced levels of demand in certain of our businesses and geographies. In Q2 2025, 1H 2025 and the respective prior year periods, our restructuring charges consisted primarily of cash charges related to employee terminations. At June 30, 2025, our restructuring provision was $11.5 (December 31, 2024 — $2.9), which we recorded in accrued and other current liabilities and provisions on our consolidated balance sheet.

(in millions of U.S. dollars, except percentages and per share amounts)

(b) Transition Costs:

See note 14 to the 2024 AFS for a description of costs recorded as Transition Costs.

In March 2019, as part of our Toronto real property sale, we entered into a 10-year lease with the purchaser of such property for our then-anticipated headquarters, to be built by such purchaser on the site of our former location (Purchaser Lease). Due to a number of construction-related commencement date delays, in November 2022, we extended (on a long-term basis) the lease on our current corporate headquarters, and in the third quarter of 2023 and Q2 2025, we executed sublease agreements for the leased space under the Purchaser Lease. The Purchaser Lease commenced in June 2024 and related ROU assets and lease liabilities were recognized in our consolidated financial statements. We recorded charges related to the sublet of the Purchaser Lease as Transition Costs ($0.4 in Q2 2025 and 1H 2025; $4.8 in Q2 2024 and 1H 2024).

(c) Other charges (recoveries):

In Q2 2025 and 1H 2025, we recorded other charges of $0.3 and $1.4, respectively, related to our transition as a U.S. domestic filer. Other recoveries of $1.3 in 1H 2024 consisted of legal recoveries in connection with the settlement of class action lawsuits (for component parts purchased in prior periods) in which we were a plaintiff.

12. MISCELLANEOUS EXPENSE

The components of miscellaneous expense for the periods indicated are as follows:

	Note	Three months ended June 30		Six months ended June 30	
		2025	2024	2025	2024
Components of net periodic benefit cost other than the service cost under pension and other post-employment benefit plans	*13*	$ 0.4	$ 0.3	$ 0.5	$ 0.6
Loss recognized on derivatives:	*15*				
Interest rate swaps		1.3	2.5	2.6	5.2
Foreign exchange forwards		—	1.6	—	5.2
		$ 1.7	$ 4.4	$ 3.1	$ 11.0

13. PENSION AND NON-PENSION POST-EMPLOYMENT BENEFIT PLANS

The components of net periodic benefit cost for the periods indicated are as follows:

	Pension Plans		Other Benefits Plans		Pension Plans		Other Benefits Plans	
	Three months ended June 30		Three months ended June 30		Six months ended June 30		Six months ended June 30	
	2025	2024	2025	2024	2025	2024	2025	2024
Service cost	$ 0.5	$ 1.1	$ 0.8	$ 0.9	$ 1.0	$ 2.2	$ 1.6	$ 1.8
Interest cost	2.6	2.4	0.8	0.7	5.1	4.8	1.5	1.4
Expected return on plan assets	(2.5)	(2.3)	—	—	(5.0)	(4.6)	—	—
Amortization of net gain	—	—	(0.5)	(0.5)	(0.1)	—	(1.0)	(1.0)
Net periodic benefit cost	$ 0.6	$ 1.2	$ 1.1	$ 1.1	$ 1.0	$ 2.4	$ 2.1	$ 2.2

The components of net periodic benefit cost, other than the service cost component, are included in miscellaneous expense in our consolidated statement of operations. See note 12. We generally record the service cost component in cost of sales and SG&A, depending on the nature of the expenses.

14. INCOME TAXES

Interim period income tax expense or recovery is determined by multiplying the year-to-date earnings or losses before tax by management's best estimate of the overall annual effective income tax rate, taking into account the tax effect of certain items

recognized in the interim period. As a result, the effective income tax rates used in our interim financial statements may differ from management's estimate of the annual effective tax rate for the annual financial statements. Our estimated annual effective income tax rate varies as the quarters progress, for various reasons, including as a result of the mix and volume of business in various tax jurisdictions within the Americas, Europe and Asia, in jurisdictions with tax holidays and tax incentives, and in jurisdictions for which a valuation allowance has been recognized to reduce net deferred tax assets to nil because management believes that it is more likely than not that the benefit will not be realized (i.e., based on our review of financial projections, no estimated future taxable profit will be available against which tax losses and deductible temporary differences could be utilized). Our annual effective income tax rate can also vary due to the impact of restructuring charges, foreign exchange fluctuations, operating losses, cash repatriations, and changes in our provisions related to tax uncertainties.

Our Q2 2025 net income tax expense of $46.3 included $7.1 of income taxes related to Pillar Two global minimum tax legislation in jurisdictions where we operate (GMT). Our 1H 2025 net income tax expense of $73.8 included $13.9 of income taxes related to GMT and a $3.0 tax expense for tax uncertainties relating to one of our Asian subsidiaries, offset in part by $1.9 of reversals of tax uncertainties relating to another of our Asian subsidiaries. Taxable foreign exchange impacts were not significant in Q2 2025 or 1H 2025.

Our Q2 2024 net income tax expense of $18.5 included $12.2 of income taxes related to GMT, offset in part by the recognition of $7.5 of previously unrecognized deferred tax assets in our U.S. group of subsidiaries (DTA Recognition) as a result of our NCS acquisition. Our 1H 2024 net income tax expense of $31.9 included $16.2 of income taxes related to GMT, offset in part by the $7.5 DTA Recognition and $5.6 of reversals of tax uncertainties relating to one of our Asian subsidiaries. Taxable foreign exchange impacts were not significant in Q2 2024 or 1H 2024.

15. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

Our financial assets are comprised primarily of cash and cash equivalents, A/R, and derivatives used for hedging purposes. Our financial liabilities are comprised primarily of accounts payable, certain accrued and other liabilities, the Term Loans, borrowings under the Revolver, lease obligations, and derivatives used for hedging purposes.

Currency risk:

The majority of our currency risk is driven by operational costs, including income tax expense, incurred in local currencies by our subsidiaries. We cannot predict changes in currency exchange rates, the impact of exchange rate changes on our operating results, nor the degree to which we will be able to manage the impact of currency exchange rate changes. Such changes could have a material effect on our business, financial performance and financial condition. We enter into foreign currency forward contracts and foreign currency swaps to hedge our foreign currency risk related to anticipated future cash flows, monetary assets and monetary liabilities denominated in foreign currencies.

Equity price risk:

We are party to the TRS Agreement with a third-party bank to manage our cash flow requirements and exposure to fluctuations in the price of our Common Shares in connection with the settlement of certain outstanding equity awards under our SBC plans. The TRS Agreement provides for automatic annual one-year extensions (subject to specified conditions), and may be terminated (in whole or in part) by either party at any time. In Q1 2024, we terminated a portion of the TRS Agreement by reducing the notional quantity by 1.25 million Common Shares and received $32.3 from the counterparty in connection therewith (recorded in cash provided by financing activities in our consolidated statement of cash flows). Subsequently, our TRS Agreement covers a notional quantity of 1.25 million Common Shares (Current Notional Quantity).

The value of the TRS Agreement is determined by comparing the market price of our Common Shares to the fixed price paid by the counterparty for such shares (Strike Price). Prior to March 14, 2025, our TRS Agreement had a Strike Price of $12.73 per share. On March 14, 2025, we re-struck our TRS Agreement with a Strike Price of $91.58 per share (Current Strike Price), which was the closing price of the Common Shares on March 14, 2025, and received $98.6 from the counterparty in connection therewith (recorded in cash provided by financing activities in our consolidated statement of cash flows). The counterparty under the TRS Agreement is obligated to make a payment to us upon its termination (in whole or in part) or expiration (Settlement) based on the increase (if any) in the value of the TRS Agreement over its term, in exchange for periodic payments

made by us based on SOFR plus a specified margin applied to the Equity Notional Amount (as defined in the TRS Agreement, Current Strike Price multiplied by the Current Notional Quantity). Similarly, if the value of the TRS Agreement decreases over its term, we are obligated to pay the counterparty the amount of such decrease upon Settlement.

We do not designate our TRS Agreement as an accounting hedge.

Interest rate risk:

Borrowings under the Credit Facility expose us to interest rate risk due to the potential variability of market interest rates (see note 8). In order to partially hedge against our exposure to interest rate variability on our Term Loans, we are party to various agreements with third-party banks to swap the variable interest rate with a fixed rate of interest for a portion of the borrowings thereunder. At June 30, 2025, associated with the Term A Loan, we had: (i) interest rate swaps with $130.0 notional amount expiring in December 2025; (ii) interest rate swaps with $80.0 notional amount (entered in March 2025) commencing in December 2025 and expiring in June 2027, and (iii) interest rate swaps with $40.0 notional amount (entered in March 2025) commencing June 2027 and expiring in June 2029. At June 30, 2025, associated with the Term B Loan, we had: (i) interest rate swaps with $200.0 notional amount expiring in December 2025; (ii) interest rate swaps with $40.0 notional amount (entered in March 2025) expiring in June 2027; (iii) interest rate swaps with $50.0 notional amount (entered in March 2025) commencing in December 2025 and expiring in June 2027; and (iv) interest rate swaps with $150.0 notional amount (entered in March 2025) commencing in June 2027 and expiring in June 2029.

At June 30, 2025, the interest rate risk related to $452.5 of borrowings under the Credit Facility was unhedged, consisting of unhedged amounts outstanding under the Term Loans ($107.5 under the Term A Loan and $255.0 under the Term B Loan) and $90.0 outstanding under the Revolver. See note 8.

Interest rate swaps are designated as cash flow hedges when the hedge relationship is effective and meets the hedge accounting criteria.

Credit risk:

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in a financial loss to us. We believe our credit risk of counterparty non-performance continues to be relatively low. We are in regular contact with our customers, suppliers and logistics providers to assess counterparty credit-related non-performance in 2024 or 1H 2025. If a key supplier (or any company within such supplier's supply chain) or customer fails to comply with their contractual obligations, this could result in a significant financial loss to us. We would also suffer a significant financial loss if an institution from which we purchased foreign currency exchange contracts and swaps, interest rate swaps, or annuities for our pension plans, or the counterparty to our TRS Agreement, defaults on their contractual obligations. With respect to our financial market activities, we have adopted a policy of dealing only with counterparties we deem to be creditworthy to help mitigate the risk of financial loss from defaults. Adjustments are made to our allowance for credit losses each period in connection with our ongoing credit risk assessments. See note 5.

Liquidity risk:

Liquidity risk is the risk that we may not have cash available to satisfy our financial obligations as they come due. We manage liquidity risk through maintenance of cash on hand and access to the various financing arrangements described in notes 5 and 8.

(in millions of U.S. dollars, except percentages and per share amounts)

Hedging activities:

The tables below present information regarding the fair values of derivative instruments and the effects of derivative instruments on our consolidated financial statements:

Derivatives not designated as hedging instruments (economic hedges):

	Asset Derivatives			Liability Derivatives		
		Fair Value			Fair Value	
	Balance sheet classification	June 30, 2025	December 31, 2024	Balance sheet classification	June 30, 2025	December 31, 2024
Foreign currency forward contracts	Other current assets	$ 7.8	$ 8.9	Other current liabilities	$ 8.2	$ 13.1
TRS	Other current assets	79.1	99.4	Other current liabilities	—	—

Location of Loss (Gain) Recognized	Amount of Loss (Gain) Recognized in Income			
	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Foreign currency forward contracts				
Cost of sales	$ —	$ 0.3	$ (0.3)	$ 0.4
SG&A	(0.4)	(2.2)	2.2	2.3
TRS (see note 9)				
Cost of sales	(40.6)	(7.1)	(33.1)	(19.9)
SG&A	(56.8)	(8.6)	(45.2)	(27.3)

Derivatives designated as cash flow hedges:

	Asset Derivatives			Liability Derivatives		
		Fair Value			Fair Value	
	Balance sheet classification	June 30, 2025	December 31, 2024	Balance sheet classification	June 30, 2025	December 31, 2024
Foreign currency forward contracts [(i)]	Other current assets	$ 16.4	$ 3.5	Other current liabilities	$ 2.3	$ 17.8
Interest rate swaps [(ii)]	Other current assets	3.4	6.6	Other current liabilities	—	—
Interest rate swaps [(ii)]	Other non-current assets	—	—	Other non-current liabilities	3.2	—

(i) In the next twelve months, we estimate that $12.1 of existing gains, net of tax, will be reclassified from AOCI into our consolidated statement of operations, to offset transactions denominated in foreign currencies. The maximum length of time we hedge our exposure to the variability in future cash flows for forecasted foreign currency transactions is 12 months.

(ii) In the next twelve months, we estimate that $3.4 of existing gains, net of tax, will be reclassified from AOCI into our consolidated statement of operations, to offset interest payments. The maximum length of time that we hedge our exposure to the variability in future cash flows for forecasted interest payments is 4.0 years.

Loss (gain) Reclassified from AOCI into Income (see note 10 for activities recorded in AOCI for the periods indicated)	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Foreign currency forward contracts				
Cost of sales	$ (2.6)	$ 3.4	$ 1.1	$ 5.9
SG&A	(1.6)	0.1	(0.7)	0.4
Miscellaneous expense	—	1.6	—	5.2
Interest rate swaps				
Finance costs	$ (1.9)	$ (3.1)	$ (3.7)	$ (6.2)
Miscellaneous expense	1.3	2.5	2.6	5.2

16. EARNINGS PER SHARE

Basic and diluted earnings per share are calculated by dividing net earnings by the following weighted average number of shares:

(in millions)	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Basic weighted average number of shares outstanding	115.1	118.8	115.5	118.9
Diluted effect of outstanding awards under SBC plans	0.8	0.6	0.9	0.4
Diluted weighted average number of shares outstanding	115.9	119.4	116.4	119.3

17. CONTINGENCIES

Litigation:

In the normal course of our operations, we may be subject to litigation, investigations and other claims, including legal, regulatory and tax proceedings. Management believes that adequate provisions have been recorded where required. Although it is not always possible to estimate the extent of potential costs, if any, management believes that the ultimate resolution of all such pending matters will not have a material adverse impact on our financial performance, financial position or liquidity.

Taxes and Other Matters:

In 2021, the Romanian tax authorities issued a final assessment in the aggregate amount of approximately 31 million Romanian leu (approximately $7 at Q2 2025 period-end exchange rates), for additional income and value-added taxes for our Romanian subsidiary for the 2014 to 2018 tax years. In order to advance our case to the appeals phase and reduce or eliminate potential interest and penalties, we paid the Romanian tax authorities the full amount assessed in 2021 (without agreement to all or any portion of such assessment). We believe that our originally-filed tax return positions are in compliance with applicable Romanian tax laws and regulations, and continue to vigorously defend our position through all necessary appeals or other judicial processes.

In the fourth quarter of 2024, the Thailand tax authorities issued an assessment letter seeking to impose additional value-added taxes and surcharges in the aggregate amount of approximately 403 million Thai baht (approximately $12 at Q2 2025 period-end exchange rates) for our Thailand subsidiary for the 2019 tax year. We believe that our original positions with respect to the value-added taxes are in compliance with applicable Thailand tax laws and regulations, and continue to vigorously defend our position through all necessary appeals or other judicial processes. A bank guarantee has been issued for the maximum potential liability.

The successful pursuit of assertions made by any government authority, including tax authorities, could result in our owing significant amounts of tax or other reimbursements, interest and possibly penalties. We believe we adequately accrue for any probable potential adverse ruling. However, there can be no assurance as to the final resolution of any claims and any resulting proceedings. If any claims and any ensuing proceedings are determined adversely to us, the amounts we may be required to pay could be material, and in excess of amounts accrued.

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

In this Quarterly Report on Form 10-Q (Q2 2025 10-Q), including this Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A), "Celestica," the "Company," "we," "us," and "our" refer to Celestica Inc. and its subsidiaries. This MD&A should be read in conjunction with our June 30, 2025 unaudited interim financial statements (Q2 2025 Interim Financial Statements) and our Annual Report on Form 10-K for the year ended December 31, 2024 (2024 10-K), including our 2024 audited consolidated annual financial statements (2024 AFS) and related notes, which we prepared in accordance with U.S. generally accepted accounting principles (GAAP). Unless otherwise noted, all dollar amounts are expressed in United States (U.S.) dollars. The information in this MD&A is provided as of July 28, 2025 unless we indicate otherwise. As used herein, "Q1," "Q2," "Q3," and "Q4" followed by a year refers to the first quarter, second quarter, third quarter and fourth quarter of such year, respectively. The first half of 2025 is referred to herein as "1H 2025", and the first half of 2024 is referred to herein as "1H 2024".

Certain statements contained in this Q2 2025 10-Q, including this MD&A constitute "forward-looking statements" within the meaning of Section 27A of the U.S. Securities Act of 1933, as amended (U.S. Securities Act), and Section 21E of the U.S. Securities Exchange Act of 1934, as amended (U.S. Exchange Act), and "forward-looking information" within the meaning of applicable Canadian securities laws (collectively, forward-looking statements), including, without limitation, statements related to: our priorities, intended areas of focus, targets, objectives and goals; trends in the electronics manufacturing services (EMS) industry and our segments (and/or their constituent businesses) and their anticipated impact; the anticipated impact of current market conditions and customer-specific factors on each of our segments (and/or their constituent businesses) and near term expectations; potential restructuring and divestiture actions; our anticipated financial and/or operating results and outlook, including expected revenue increases and decreases (or remaining flat), as well as growth in certain businesses and end markets; our strategies; our credit risk; the potential impact of acquisitions, or program wins, transfers, losses or disengagements; materials, component and supply chain constraints; anticipated expenses, capital expenditures and other working capital requirements and contractual obligations (and intended methods of funding such items); the potential impact of trade policies between countries in which we conduct business (including the tariffs proposed and implemented by the U.S. government, and any reciprocal or retaliatory tariffs); the impact of our price reductions and longer payment terms; our intended repatriation of certain undistributed earnings from non-Canadian subsidiaries (and amounts we do not intend to repatriate in the foreseeable future); the potential impact of tax and litigation outcomes; investor dissatisfaction with inclusion, employee engagement, and other environmental, social and governance matters; our ability to use certain tax losses; intended investments in our business; the potential impact of the pace of technological changes, customer outsourcing, program transfers, and the global economic environment; the intended method of funding common share (Common Share) repurchases; the impact of our outstanding indebtedness; liquidity and the sufficiency of our capital resources; our intention to settle outstanding equity and share unit awards with Common Shares; our financial statement estimates and assumptions; recently issued accounting pronouncements and amendments; the potential adverse impacts of events outside of our control (including those described under "External factors that may impact our business" below); mandatory prepayments under our credit facility; pension plan funding requirements and obligations, and the impact of annuity purchases; our compliance with covenants under our credit facility; refinancing debt at maturity; interest rates and expense; income tax incentives; accounts payable cash flow levels; accounts receivable (A/R) sales; expectations with respect to reporting units with goodwill; our future warranty obligations; cybersecurity threats and incidents; our intentions with respect to environmental assessments for newly-leased or acquired properties; our expectations with respect to expiring leases; our intention to retain earnings for general corporate purposes; costs in connection with our pursuit of acquisitions and strategic transactions; and expectations regarding the acceptance of offers to sell A/R under our A/R sales programs and supplier financing programs. Such forward-looking statements may, without limitation, be preceded by, followed by, or include words such as "believes," "expects," "anticipates," "estimates," "intends," "plans," "continues," "project," "target," "objective," "goal," "potential," "possible," "contemplate," "seek," or similar expressions, or may employ such future or conditional verbs as "may," "might," "will," "could," "should," or "would," or may otherwise be indicated as forward-looking statements by grammatical construction, phrasing or context. For those statements, we claim the protection of the safe harbor for forward-looking statements contained in the U.S. Private Securities Litigation Reform Act of 1995, where applicable, and applicable Canadian securities laws.

Forward-looking statements contained in this Q2 2025 10-Q are based on various assumptions, many of which involve factors that are beyond our control. Our material assumptions include: growth in manufacturing outsourcing from customers in diversified markets; our ability to retain programs and customers, including no unexpected customer or program transfers, losses or disengagements; no unforeseen adverse changes in our mix of businesses; no undue negative impact on our customers' ability to compete and succeed using products we manufacture and services we provide; continued growth in our end markets; our ability to successfully diversify our customer base and develop new capabilities; anticipated demand levels across our businesses; continued growth in the advancement and commercialization of artificial intelligence (AI) technologies

and cloud computing; supporting sustained high levels of capital expenditure investments by leading hyperscaler, AI and data center customers; no significant unforeseen negative impacts to our operations; no unforeseen materials price increases, margin pressures, or other competitive factors affecting the EMS or original design manufacturer (ODM) industries in general or our segments in particular; compliance by third parties with their contractual obligations; no material changes to tariffs or trade restrictions compared to what are in effect as of July 28, 2025; that our customers will retain liability for and we will be able to recover substantially all costs from customers relating to product/component tariffs and countermeasures; no material changes in business activities resulting from current macroeconomic trends and uncertainties, including evolving global tariff and trade negotiations; our ability to keep pace with rapidly changing technological developments; the successful resolution of quality issues that arise from time to time; fluctuation of production schedules from our customers in terms of volume and mix of products or services; the timing and execution of, and investments associated with, ramping new businesses; supplier performance and quality, pricing and terms; the costs and availability of components, materials, services, equipment, labor, energy and transportation; no significant decline in the global economy or in economic activity in our end markets due to a major recession, global trade tensions or otherwise; no unforeseen disruptions due to geopolitical factors (including war) causing significant negative impacts to economic activity, including as a result of tariffs, global or regional supply chains or normal business operations; that global inflation will not have a material impact on our revenues or expenses; the impact of anticipated market conditions on our businesses; the stability of currency exchange rates; the availability of capital resources for, and the permissibility under our credit facility of, repurchases of outstanding Common Shares under our current normal course issuer bid (NCIB), and compliance with applicable laws and regulations pertaining to NCIBs; compliance with applicable credit facility covenants and the components of our leverage ratios (as defined in our credit facility); our maintenance of sufficient financial resources to fund currently anticipated financial actions and obligations and to pursue desirable business opportunities; global tax legislation changes; the timing, execution and effect of restructuring actions; and no unforeseen adverse changes in the regulatory environment.

Forward-looking statements are not guarantees of future performance and the Company's actual results may differ significantly from the results discussed in the forward-looking statements. Achievement of anticipated results is subject to substantial risks, uncertainties and inaccurate assumptions. Should known or unknown risks or uncertainties materialize, or should underlying assumptions prove inaccurate, actual results could vary materially from past results and those anticipated, estimated or projected. You should bear this in mind as you consider forward-looking statements, and you are cautioned not to put undue reliance on forward-looking statements. Forward-looking statements speak only as of the date on which they are made, and we undertake no obligation to publicly update forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law or by the rules and regulations of the U.S. Securities and Exchange Commission (SEC). You are advised, however, to consult any further disclosures we make on related subjects. Factors that might cause such differences include, but are not limited to, those discussed in the Risk Factor Summary and in Part I, Item 1A of our 2024 10-K under the heading "Risk Factors," which are incorporated herein by reference, and subsequent Quarterly Reports on Form 10-Q and other documents filed with the SEC, and as applicable, the Canadian Securities Administrators.

Overview

Celestica's business:

We deliver innovative supply chain solutions globally to customers in two operating and reportable segments: Advanced Technology Solutions (ATS) and Connectivity & Cloud Solutions (CCS). Our ATS segment consists of our ATS end market, and is comprised of our Aerospace and Defense (A&D), Industrial, HealthTech, and Capital Equipment businesses. Our CCS segment consists of our Communications and Enterprise (servers and storage) end markets. Additional information regarding our segments is included in note 3 to the Q2 2025 Interim Financial Statements and in note 22 to the 2024 AFS.

Our customers include original equipment manufacturers, cloud-based and other service providers, including hyperscalers, digital native companies, and other companies in a wide range of industries. We are incorporated under the laws of the Province of Ontario, Canada. Our global headquarters are located in Toronto, Ontario, Canada. We operate a network of sites and centers of excellence strategically located in North America, Europe and Asia, with specialized end-to-end supply chain capabilities tailored to meet specific market and customer product lifecycle requirements.

See "Overview" in Item 7 of our 2024 10-K for a discussion of additional detail of our business and business environment.

External factors that may impact our business:

External factors that could have a material and adverse impact on our industry and/or business include government legislation, regulations, or policies, supplier or customer financial difficulties, fires and related disruptions, political instability, increased political tension between countries (including increased tensions between mainland China and Taiwan and between the U.S. and other countries, as well as threats of retaliatory action from other countries), geopolitical dynamics, terrorism, armed conflict (including the Russia/Ukraine conflict and the conflicts in the Middle East area (Middle East Conflicts)), labor or social unrest, criminal activity, cybersecurity incidents, natural disasters and unusually adverse weather conditions (including those caused by climate change), such as hurricanes, tornados, other extreme storms, wildfires, droughts and floods, disease or illness or other widespread health concerns, pandemics, epidemics or outbreaks of illness that affects local, national or international economies, and other risks present in the jurisdictions in which we, our customers, our suppliers, and/or our logistics partners operate. These types of events could disrupt operations or the economics of one or more of our sites or those of our customers, component suppliers and/or our logistics partners. These events could also lead to higher costs or supply shortages and may disrupt the delivery of components to us, or our ability to provide finished products or services to our customers in a manner that is economical to us and/or them, if at all, any of which could (and in the case of materials constraints, had in the past and may in the future) have a material negative impact on our operating results.

Uncertainties resulting from government policies or legislation, and/or increased political tensions between countries, may adversely affect our business, results of operations and financial condition. In general, changes in social, political, regulatory and economic conditions or in laws and policies governing foreign trade, taxation, manufacturing, clean energy, the healthcare industry, AI and/or development and investment in the jurisdictions in which we, and/or our customers or suppliers operate, could materially adversely affect our business, results of operations and financial condition. See Item 1A — Risk Factors, "*Our operations have been and could continue to be adversely affected by events outside our control*" of our 2024 10-K and "*U.S. policies or legislation could have a material adverse effect on our business, results of operations and financial condition*" of our Q2 2025 10-Q for further detail.

We continue to monitor current macroeconomic trends and uncertainties including the effects of recently proposed and implemented tariffs, and the potential imposition of modified or additional tariffs, changes in policies by the U.S. or other governments, including changes in duties, taxes, or limitations on currency or fund transfers, as well as government imposed restrictions on producing certain products in, or shipping them to, specific countries, or as the result of similar actions by other countries or citizens affected by such changes and policies, which may materially and adversely impact demand for our services, our results of operations or our financial condition. In addition, potential supply chain challenges and economic uncertainty have and may continue to result from rapid changes in global trade policies. Governmental actions related to international trade agreements have increased (and could further increase) the cost to our U.S. customers who use our non-U.S. manufacturing sites and components, and vice versa, which may materially and adversely impact demand for our services, our results of operations or our financial condition. Substantially all tariffs paid by Celestica are expected to be recovered from our customers. Any increase in our costs that we are unable to recover from our customers would negatively impact our results of operations or our financial condition. Our Capital Equipment business and our CCS segment have been in prior periods and may continue to be negatively impacted by U.S. technology export controls with respect to China, and China's policy supporting its private sector businesses. We have increased the resilience of our global network to manage this dynamic. However, given the uncertainty regarding the scope and duration of these or further trade actions and/or restrictions and whether trade tensions will escalate further, their impact on the demand for our services, our operations and results for future periods cannot be currently quantified, but may be material. We will continue to monitor the scope and duration of trade actions by the U.S. and other governments on our business.

We rely on a variety of contracted or common carriers to transport raw materials and components from our suppliers to us, and to transport our products to our customers. The use of contracted or common carriers is subject to a number of risks, including increased costs due to rising energy prices and labor, vehicle and insurance costs, hijacking and theft resulting in lost shipments, delivery delays resulting from port congestion and labor shortages and/or strikes, and other factors beyond our control. Although we attempt to mitigate our liability for any losses resulting from these risks through the use of multiple carriers and modes of transport, as well as insurance, any costs or losses relating to shipping or shipping delays that cannot be mitigated, avoided or passed on to our customers could reduce our profitability, require us to manufacture replacement products or damage our relationships with our customers. Although we have incurred some increased shipping expenses and delays as a result of the Middle East Conflicts, such increases and delays have not been significant to date. However, there can be no assurance that this will continue to be the case. We continue to closely monitor tensions in the Middle East and assess potential impacts on transportation routes in the region.

Our operating costs have increased, and may continue to increase, as a result of the growth in inflation. Although we have been successful in offsetting the majority of our increased costs with increased pricing for our products and services to date, we cannot assure continued success in this regard, and unrecovered increased operating costs in future periods would adversely impact our margins. We cannot predict future trends in the rate of inflation or other negative economic factors or associated increases in our operating costs. Furthermore, our customers may choose to reduce their business with us if we increase our pricing. In addition, uncertainty in the global economy (including the severity and duration of global inflation and/or recession) and financial markets may impact current and future demand for our customers' products and services, and consequently, our operations. We continue to monitor the dynamics and impacts of the global economic and financial environment and work to manage our priorities, costs and resources to anticipate and prepare for any changes we deem necessary.

The pace of technological changes (including AI-related technologies) and the frequency of customer outsourcing or transferring business among EMS and/or ODM competitors, may impact our business, results of operations and/or financial condition. Data center deployments, which have numerous and specific infrastructure requirements, have influenced our revenue variability and may continue to impact our future demand. In recent periods, we have undertaken investments geared towards capacity and capability expansions at our Thailand, Malaysia and Richardson, U.S. facilities in support of our growth in AI/machine learning (ML) programs.

See "External Factors that May Impact our Business" in Item 7 of our 2024 10-K for a discussion of additional factors beyond our control that may have an adverse impact on our business.

Recent Developments

Segment Environment:

ATS Segment:

ATS segment revenue for Q2 2025 increased 7% compared to Q2 2024, primarily driven by strong demand in our Capital Equipment business and returning growth in our Industrial business.

ATS segment margin increased to 5.3% in Q2 2025 compared to 4.6% in Q2 2024, primarily driven by improved profitability in our A&D business, aided by the recent strategic decision not to renew a margin dilutive program.

CCS Segment:

CCS segment revenue for Q2 2025 increased 28% compared to Q2 2024. Revenue in our Communications end market increased by 75% in Q2 2025 compared to Q2 2024, driven by strong demand and ramping programs in our Hardware Platform Solutions (HPS) networking business. Revenue in our Enterprise end market decreased by 37% in Q2 2025 compared to Q2 2024, driven by the anticipated technology transition in an AI/ML compute program with one of our hyperscaler customers. HPS revenue of approximately $1.2 billion in Q2 2025 increased 82% compared to Q2 2024 and accounted for 43% of our total revenues.

CCS segment margin increased to 8.3% in Q2 2025 compared to 7.0% in Q2 2024, driven by a higher mix of HPS revenue and strong productivity.

Common Share Repurchases:

As of June 30, 2025, approximately 7.1 million of our Common Shares remain available for repurchase under our current NCIB, which expires in October 2025. The maximum number of Common Shares we are permitted to repurchase for cancellation under the NCIB is reduced by the number of Common Shares we arrange to be purchased by any non-independent broker in the open market during the term of the NCIB to satisfy delivery obligations under our stock-based compensation (SBC) plans. In Q2 2025, we paid a total of $40.0 million (including transaction fees and excluding share buyback taxes) to repurchase 0.6 million Common Shares for cancellation under the NCIB. See "Summary of Q2 2025 and Year-to-Date period" and Part II, Item 2, "Unregistered Sales of Equity Securities and Use of Proceeds" below. See note 9 to our Q2 2025 Interim Financial Statements for further details.

Summary of Q2 2025 and Year-to-Date Period

Our Q2 2025 Interim Financial Statements have been prepared in accordance with GAAP. The Q2 2025 Interim Financial Statements reflect all normal and recurring adjustments that are, in the opinion of management, necessary to present fairly our financial position as at June 30, 2025 and the operating results and cash flows for the three and six months ended June 30, 2025. Also see "Recently adopted accounting pronouncements" in note 2 to the Q2 2025 Interim Financial Statements. A discussion of our Q2 2025 and 1H 2025 financial results is set forth under "Operating Results" below.

The following tables set forth certain key operating results and financial information for the periods indicated (in millions, except per share amounts and percentages):

	Three months ended June 30			Six months ended June 30		
	2025	2024	% Increase (Decrease)	2025	2024	% Increase (Decrease)
Revenue	$ 2,893.4	$ 2,391.9	21 %	$ 5,542.0	$ 4,600.8	20 %
Gross profit	371.0	253.8	46 %	644.9	475.9	36 %
Selling, general and administrative expenses (SG&A)	38.9	79.3	(51)%	151.4	144.1	5 %
Restructuring and other charges, net of recoveries	14.5	11.5	26 %	18.4	16.3	13 %
Net earnings	211.0	95.0	122 %	297.2	186.8	59 %
Diluted earnings per share	$ 1.82	$ 0.80	128 %	$ 2.55	$ 1.57	62 %

	Three months ended June 30		Six months ended June 30	
Segment revenue* as a percentage of total revenue:	2025	2024	2025	2024
ATS revenue (% of total revenue)	28%	32%	29%	33 %
CCS revenue (% of total revenue)	72%	68%	71%	67 %

	Three months ended June 30				Six months ended June 30			
	2025		2024		2025		2024	
Segment income and segment margin*:		Segment Margin		Segment Margin		Segment Margin		Segment Margin
ATS segment	$ 43.5	5.3 %	$ 35.1	4.6 %	$ 84.2	5.2 %	$ 67.0	4.4%
CCS segment	171.2	8.3 %	114.5	7.0 %	318.3	8.1 %	213.2	7.0%

* Segment performance is evaluated based on segment revenue, segment income and segment margin (segment income as a percentage of segment revenue), each of which are defined in "Operating Results — Segment income and margin" below.

	June 30 2025	December 31 2024
Cash and cash equivalents	$ 313.8	$ 423.3
Total assets	6,241.1	5,988.2
Borrowings under term loans[(1)]	732.5	741.2
Borrowings under revolving credit facility[(2)]	90.0	—

(1) Excludes unamortized debt issuance costs.

(2) Excludes ordinary course letters of credit (L/Cs).

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Net cash provided by operating activities	$ 152.4	$ 99.6	$ 282.7	$ 207.7
Common Share repurchase activities:				
Aggregate cost (including transaction fees and excluding share buyback taxes) of Common Shares repurchased for cancellation	$ 40.0	$ 10.0	$ 115.0	$ 26.5
Number of Common Shares repurchased for cancellation (in millions)[1]	0.6	0.2	1.2	0.7
Weighted average price per share for repurchases	$ 70.48	$ 46.74	$ 94.05	$ 39.39
Aggregate cost (including transaction fees) of Common Shares repurchased for delivery under SBC plans	$ —	$ —	$ 221.6	$ 101.6
Number of Common Shares repurchased for delivery under SBC plans (in millions)[2]	—	—	1.7	2.8

[1] For Q2 2025 and 1H 2025, includes 0.6 million Common Shares purchased for cancellation under automatic share purchase plans (ASPPs) (Q2 2024 — nil; 1H 2024 — 0.5 million).

[2] Consists entirely of SBC ASPP purchases through an independent broker.

Other performance indicators:

In addition to the key operating results and financial information described above, management reviews the following measures:

	Q2 2025	Q1 2025	Q4 2024	Q3 2024	Q2 2024	Q1 2024
Days in A/R	70	72	73	71	71	75
Days in inventory	67	68	73	75	81	93
Days in accounts payable (A/P)	(54)	(51)	(55)	(56)	(59)	(62)
Days in cash deposits*	(17)	(20)	(22)	(24)	(29)	(38)
Cash cycle days	66	69	69	66	64	68
Inventory turns	5.4x	5.4x	5.0x	4.9x	4.5x	3.9x

* We receive cash deposits from certain of our customers primarily to help reduce risks related to excess and/or obsolete inventory. See "Customer cash deposits for inventory" in the table below.

(in millions)	2025		2024			
	June 30	March 31	December 31	September 30	June 30	March 31
A/R Sales	$ —	$ —	$ —	$ —	$ —	$ 11.6
Supplier Financing Programs* (SFPs)	—	—	—	—	13.3	65.2
Total	$ —	$ —	$ —	$ —	$ 13.3	$ 76.8
Customer cash deposits for inventory	$ 396.6	$ 471.8	$ 511.6	$ 521.1	$ 576.4	$ 719.4

* Represents A/R sold to third party banks in connection with the uncommitted SFPs of three customers (one CCS segment customer and two ATS segment customers).

The amounts we sell under our A/R sales program and the SFPs can vary from quarter to quarter (and within each quarter) depending on our working capital and other cash requirements, including by geography. See the chart above and "Capital Resources" below.

Days in A/R is defined as the average A/R for the quarter divided by the average daily revenue. Days in inventory, days in A/P and days in cash deposits are calculated by dividing the average balance for each item for the quarter by the average daily cost of sales. Cash cycle days is defined as the sum of days in A/R and days in inventory minus the days in A/P and days in cash deposits. Inventory turns are determined by dividing 365 by the number of days in inventory. A lower number of days in A/R, days in inventory, and cash cycle days, and a higher number of days in A/P, days in cash deposits, and inventory turns generally reflect improved cash management performance.

We believe that cash cycle days (and the components thereof) and inventory turns are useful measures in providing investors with information regarding our cash management performance and are accepted measures of working capital management efficiency in our industry.

Critical Accounting Estimates

The preparation of financial statements in conformity with GAAP requires management to make judgments, estimates and assumptions that affect the application of accounting policies, the reported amounts of assets, liabilities, revenue and expenses, and related disclosures with respect to contingent assets and liabilities. We base our judgments, estimates and assumptions on current facts, historical experience and various other factors that we believe are reasonable under the circumstances. The economic environment also impacts certain estimates and discount rates necessary to prepare our consolidated financial statements, including significant estimates and discount rates applicable to the determination of the fair value used in the impairment testing of our non-financial assets. Our assessment of these factors forms the basis for our judgments on the carrying values of our assets and liabilities, and the accrual of our costs and expenses. Actual results could differ materially from our estimates and assumptions. We review our estimates and underlying assumptions on an ongoing basis and make revisions as determined necessary by management. Revisions are recognized in the period in which the estimates are revised and may also impact future periods.

Our review of the estimates, judgments and assumptions used in the preparation of the Q2 2025 Interim Financial Statements included those relating to, among others: our determination of the timing of revenue recognition, the determination of whether indicators of impairment existed for our assets and reporting units, our measurement of deferred tax assets and liabilities, our estimated inventory write-downs and expected credit losses, customer creditworthiness, and the determination of the fair value of assets acquired, liabilities assumed and contingent consideration in connection with a business combination. Any revisions to estimates, judgments or assumptions may result in, among other things, write-downs, accelerated depreciation or amortization, or impairments of our assets or reporting units, any of which could have a material impact on our financial performance and financial condition.

Due to global economic conditions, including the impact of ongoing trade conflicts, tariffs and geopolitical conflicts, there has been and will continue to be uncertainty in the global economy. Management has made estimates and assumptions based on information available as of the date of issuance of the Q2 2025 Interim Financial Statements taking into consideration certain possible impacts due to the foregoing factors. These estimates may change, as new events occur, and additional information is obtained.

Significant accounting policies and methods used in the preparation of our consolidated financial statements are described in note 2 to our 2024 AFS and note 2 to our Q2 2025 Interim Financial Statements. The following paragraph identifies those accounting estimates which management considers to be "critical," defined as accounting estimates made in accordance with GAAP that involve a significant level of estimation uncertainty, and have had, or are reasonably likely to have, a material impact on the Company's financial condition or results of operations. No significant revisions to our critical accounting estimates and/or assumptions were made in Q2 2025.

Key sources of estimation uncertainty and judgment: We have applied significant estimates, judgments and assumptions in the following areas which we believe could have a significant impact on our reported results and financial position: our determination of the timing of revenue recognition; whether events or changes in circumstances are indicators that an impairment review of our assets or reporting units should be conducted; the measurement of our reporting units' fair value using market participant assumptions, which includes estimating future growth, profitability, and discount and terminal growth rates; and the allocation of the purchase price and other valuations related to our business acquisitions. See "Critical Accounting Estimates" in Item 7 of our 2024 10-K for a detailed discussion of our critical accounting estimates.

In addition, we determined that no triggering event occurred in Q2 2025 (or to date) that would require an interim impairment assessment of our reporting units, and no material impairments or adjustments were identified in Q2 2025 (or to date) related to our allowance for credit losses, or the recoverability and valuation of our assets and liabilities.

Operating Results

See "Overview" and "Recent Developments" above for a discussion of the impact of recent market conditions on our segments and businesses. See the initial paragraph of "Operating Results" in Item 7 of our 2024 10-K for a general discussion of factors that can cause our financial results to fluctuate from period to period.

Revenue:

Revenue of $2.89 billion for Q2 2025 increased 21% compared to Q2 2024. Aggregate revenue of $5.54 billion for 1H 2025 increased 20% compared to 1H 2024.

The following table sets forth segment revenue information (in millions, except percentages) for the periods indicated:

	Three months ended June 30				Six months ended June 30			
	2025		2024		2025		2024	
		% of total		% of total		% of total		% of total
ATS segment revenue	$ 819.1	28 %	$ 767.7	32 %	$ 1,626.3	29 %	$ 1,535.6	33 %
CCS segment revenue								
Communications	$ 1,641.2	57 %	$ 935.2	39 %	$ 3,068.9	56 %	$ 1,699.4	37 %
Enterprise	433.1	15 %	689.0	29 %	846.8	15 %	1,365.8	30 %
	$ 2,074.3	72 %	$ 1,624.2	68 %	$ 3,915.7	71 %	$ 3,065.2	67 %
Total revenue	$ 2,893.4		$ 2,391.9		$ 5,542.0		$ 4,600.8	

ATS segment revenue increased $51.4 million (7%) in Q2 2025 compared to Q2 2024 and increased $90.7 million (6%) in 1H 2025 compared to 1H 2024, primarily driven by strong demand in our Capital Equipment business and returning growth in our Industrial business.

CCS segment revenue increased $450.1 million (28%) in Q2 2025 compared to Q2 2024 and increased $850.5 million (28%) in 1H 2025 compared to 1H 2024. Communications end market revenue increased $706.0 million (75%) in Q2 2025 compared to Q2 2024, and increased $1,369.5 million (81%) in 1H 2025 compared to 1H 2024, driven by strong demand and ramping programs in our HPS networking business. HPS revenue for Q2 2025 increased 82% to approximately $1.2 billion compared to Q2 2024, and accounted for 43% of our total Q2 2025 revenue (Q2 2024 — 29% of our total Q2 2024 revenue), driven by increased hyperscaler customer demand and program ramps. Our HPS revenue for 1H 2025 increased 89% to approximately $2.2 billion compared to 1H 2024, and accounted for 41% of our total 1H 2025 revenue (1H 2024 — 26% of our total 1H 2024 revenue). Enterprise end market revenue decreased $255.9 million (37%) in Q2 2025 compared to Q2 2024 and decreased $519.0 million (38%) in 1H 2025 compared to 1H 2024, driven by the anticipated technology transition in an AI/ML compute program with one of our hyperscaler customers.

We depend on a small number of customers for a substantial portion of our revenue. In the aggregate, our top 10 customers represented 78% of total revenue for Q2 2025 and 1H 2025 (Q2 2024 — 74%; 1H 2024 — 72%). Two customers (both in our CCS segment) individually represented 10% or more of total revenue in Q2 2025 (31% and 13%). Three customers (all in our CCS segment) individually represented 10% or more of total revenue in 1H 2025 (30%, 13% and 10%). Two customers (both in our CCS segment) individually represented 10% or more of total revenue in Q2 2024 (32% and 12%) and 1H 2024 (33% and 10%).

See "Operating Results — *Revenue*" in Item 7 of our 2024 10-K for a general discussion of the factors that may cause our revenue to fluctuate from period to period.

Gross profit:

The following table shows gross profit and gross margin (gross profit as a percentage of total revenue) for the periods indicated:

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Gross profit (in millions)	$ 371.0	$ 253.8	$ 644.9	$ 475.9
Gross margin	12.8 %	10.6 %	11.6 %	10.3 %

Gross profit increased by 46% or $117.2 million to $371.0 million in Q2 2025 compared to Q2 2024, and increased by 36% or $169.0 million to $644.9 million in 1H 2025 compared to 1H 2024, primarily driven by our strong revenue growth. Gross margin increased to 12.8% in Q2 2025 from 10.6% in Q2 2024 and increased to 11.6% in 1H 2025 from 10.3% in 1H

2024, primarily driven by higher volumes and more favorable mix. Our gross profit and gross margin in Q2 2025 and 1H 2025 also included $33.5 million and $13.2 million, respectively, of higher favorable fair value adjustments (TRS FVAs) related to our total return swap agreement (TRS Agreement) compared to Q2 2024 and 1H 2024, respectively. See "Liquidity — *Cash requirements* — TRS" below for a description of our TRS Agreement.

See "Operating Results — *Gross profit*" in Item 7 of our 2024 10-K for a general discussion of the factors that can cause gross margin to fluctuate from period to period.

SG&A:

SG&A for Q2 2025 of $38.9 million (1.3% of total revenue) decreased $40.4 million compared to $79.3 million (3.3% of total revenue) for Q2 2024. The decrease in SG&A in Q2 2025 compared to Q2 2024 was primarily due to $48.2 million favorable TRS FVA changes ($56.8 million gain in Q2 2025 compared to $8.6 million gain in Q2 2024), partially offset by higher foreign exchange losses.

SG&A for 1H 2025 of $151.4 million (2.7% of total revenue) increased $7.3 million compared to $144.1 million (3.1% of total revenue) for 1H 2024. The increase in SG&A in 1H 2025 compared to 1H 2024 was primarily due to higher expected credit losses, compensation expenses and foreign exchange losses, partially offset by $17.9 million favorable TRS FVA changes ($45.2 million gain in 1H 2025 compared to $27.3 million gain in 1H 2024).

Segment income and margin:

Segment performance is evaluated based on segment revenue (set forth above), segment income and segment margin (segment income as a percentage of segment revenue). See "Summary of Q2 2025 and Year-to-Date Period" above for a table showing segment income and segment margin for Q2 2025, 1H 2025 and the respective prior year periods. See the reconciliation of segment income to our earnings before income taxes for Q2 2025, 1H 2025 and the respective prior year periods in note 3 to the Q2 2025 Interim Financial Statements.

ATS segment income increased $8.4 million (24%) in Q2 2025 compared to Q2 2024 and increased $17.2 million (26%) in 1H 2025 compared to 1H 2024, as a result of the ATS segment revenue increases in Q2 2025 and 1H 2025 described above. ATS segment margin increased to 5.3% in Q2 2025 from 4.6% in Q2 2024 and increased to 5.2% from 4.4% in 1H 2024, primarily driven by improved profitability in our A&D business, aided by the recent strategic decision not to renew a margin dilutive program.

CCS segment income increased $56.7 million (50%) in Q2 2025 compared to Q2 2024 and increased $105.1 million (49%) in 1H 2025 compared to 1H 2024, as a result of the CCS segment revenue increases in Q2 2025 and 1H 2025 described above. CCS segment margin increased to 8.3% in Q2 2025 from 7.0% in Q2 2024 and increased to 8.1% in 1H 2025 from 7.0% in 1H 2024, driven by a higher mix of HPS revenue and strong productivity.

SBC expense and TRS FVAs:

Our SBC expense may fluctuate from period to period to account for, among other things, new grants, forfeitures resulting from employee terminations or resignations, and the recognition of accelerated SBC expense for employees eligible for retirement (generally in the first quarter of the year associated with our annual grants). The portion of our employee SBC expense that relates to performance-based compensation is subject to adjustment in any period to reflect changes in the estimated level of achievement of pre-determined performance goals and financial targets.

We entered into the TRS Agreement to manage cash flow requirements and exposure to fluctuations in the share price of our Common Shares in connection with the settlement of certain outstanding equity awards under our SBC plans. See "Liquidity — *Cash requirements* — TRS" below for further detail.

The following table shows employee SBC expense (with respect to stock options, restricted share units (RSUs) and performance share units (PSUs) granted to employees), TRS FVAs, and director SBC expense (with respect to deferred share units (DSUs) and RSUs issued to directors as compensation) for the periods indicated (in millions):

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Employee SBC expense in cost of sales	$ 7.3	$ 5.7	$ 17.4	$ 14.6
Employee SBC expense in SG&A	7.9	6.2	23.8	20.0
Total employee SBC expense	$ 15.2	$ 11.9	$ 41.2	$ 34.6
TRS FVAs: gains in cost of sales	$ (40.6)	$ (7.1)	$ (33.1)	$ (19.9)
TRS FVAs: gains in SG&A	(56.8)	(8.6)	(45.2)	(27.3)
Total TRS FVAs: gains	$ (97.4)	$ (15.7)	$ (78.3)	$ (47.2)
Combined effect of employee SBC expense and TRS FVAs	$ (82.2)	$ (3.8)	$ (37.1)	$ (12.6)
Director SBC expense in SG&A[1]	$ 0.5	$ 0.6	$ 1.1	$ 1.2

[1] Expense consists of director compensation to be settled with Common Shares, or Common Shares and cash.

The changes in TRS FVAs in Q2 2025 compared to Q2 2024 and in 1H 2025 compared to 1H 2024 were due to fluctuations in our Common Share price.

Restructuring and other charges, net of recoveries:

We recorded the following restructuring and other charges for the periods indicated (in millions):

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Restructuring charges (a)	$ 12.8	$ 5.6	$ 15.0	$ 10.7
Transition Costs (b)	1.1	4.8	1.1	4.8
Acquisition costs	0.3	1.1	0.9	2.1
Other charges (recoveries) (c)	0.3	—	1.4	(1.3)
	$ 14.5	$ 11.5	$ 18.4	$ 16.3

(a) Restructuring charges:

We perform ongoing evaluations of our business, operational efficiency and cost structure, and implement restructuring actions as we deem necessary. Our restructuring activities consisted primarily of actions to adjust our cost base to address reduced levels of demand in certain of our businesses and geographies.

In Q2 2025, 1H 2025 and respective prior year periods, our restructuring charges consisted primarily of cash charges related to employee terminations. At June 30, 2025, our restructuring provision of $11.5 million (December 31, 2024 — $2.9 million) was recorded in accrued and other current liabilities and provisions on our consolidated balance sheet, which we intend to fund with cash on hand.

(b) Transition Costs:

See note 14 to the 2024 AFS for description of costs recorded as Transition Costs.

In March 2019, as part of our Toronto real property sale, we entered into a 10-year lease with the purchaser of such property for our then-anticipated headquarters, to be built by such purchaser on the site of our former location (Purchaser Lease). Due to a number of construction-related commencement date delays, in November 2022, we extended (on a long-term basis) the lease on our current corporate headquarters, and in Q3 2023 and Q2 2025, we executed sublease agreements for the leased space under the Purchaser Lease. The Purchaser Lease commenced in June 2024 and related right-of-use (ROU) assets and lease liabilities were recognized in our consolidated financial statements. We recorded charges related to the sublet of the Purchaser Lease as Transition Costs ($0.4 million in Q2 2025 and 1H 2025; $4.8 million in Q2 2024 and 1H 2024).

(c) Other charges (recoveries):

In Q2 2025 and 1H 2025, we recorded other charges of $0.3 million and $1.4 million, respectively, related to our transition as a U.S. domestic filer. Other recoveries of $1.3 million in 1H 2024 consisted of legal recoveries in connection with the settlement of class action lawsuits (for component parts purchased in prior periods) in which we were a plaintiff.

Finance Costs:

Finance Costs consist of interest expense and fees related to our credit facility (including debt issuance and related amortization costs), our interest rate swap agreements, our TRS Agreement, our A/R sales program, customer SFPs, and interest expense on our finance lease obligations, net of interest income earned. During Q2 2025 and 1H 2025, we incurred Finance Costs of $13.5 million and $27.2 million, respectively (Q2 2024 — $15.0 million; 1H 2024 — $29.0 million). Interest expense under our credit facility recorded in Finance Costs, including the impact of our interest rate swap agreements (described under "Capital Resources" below), was $11.2 million in Q2 2025 and $24.3 million in 1H 2025 (Q2 2024 — $12.1 million; 1H 2024 — $24.0 million). In Q2 2024 and 1H 2024, we also recorded as Finance Costs $2.0 million in fees and costs incurred in connection with the amendment of our credit facility in June 2024. See "Liquidity — *Cash provided by and used in financing activities* — Financing and Finance Costs" below.

Miscellaneous Expense (Income):

Miscellaneous Expense (Income) consists primarily of: (i) certain net periodic benefit costs (credits) related to our pension and post-employment benefit plans consisting of interest costs and expected returns on pension balances, and amortization of actuarial gains or losses; and (ii) gains or losses related to our foreign currency forward exchange contracts and interest rate swaps that we entered into prior to 2024. Those derivative instruments were accounted for as either cash flow hedges (qualifying for hedge accounting) or economic hedges under IFRS. However, those contracts were not accounted for as such under GAAP until January 1, 2024. Certain gains and losses related to those contracts were recorded in Miscellaneous Expense (Income).

We recorded Miscellaneous Expense of $1.7 million for Q2 2025 and $3.1 million for 1H 2025 (Q2 2024 — $4.4 million; 1H 2024 — $11.0 million). See note 12 to the Q2 2025 Interim Financial Statements for details.

Income taxes:

For Q2 2025, we had a net income tax expense of $46.3 million on earnings before tax of $257.3 million, compared to a net income tax expense of $18.5 million on earnings before tax of $113.5 million for Q2 2024. For 1H 2025, we had a net income tax expense of $73.8 million on earnings before tax of $371.0 million, compared to a net income tax expense of $31.9 million on earnings before tax of $218.7 million for 1H 2024.

Our Q2 2025 net income tax expense included $7.1 million of income taxes related to Pillar Two global minimum tax legislation in jurisdictions where we operate (GMT). Our 1H 2025 net income tax expense included $13.9 million of income taxes related to GMT and a $3.0 million tax expense for tax uncertainties relating to one of our Asian subsidiaries, offset in part by $1.9 million of reversals of tax uncertainties relating to another of our Asian subsidiaries. Taxable foreign exchange impacts were not significant in Q2 2025 or 1H 2025.

The U.S. One Big Beautiful Bill Act was enacted on July 4, 2025. We do not currently anticipate a material impact on our annual effective tax rate as a result of this legislation. We will continue to assess the impacts of the new legislation as they become known due to changes in our interpretations and assumptions, as well as additional regulatory guidance that may be issued.

Our Q2 2024 net income tax expense included $12.2 million income taxes related to GMT, offset in part by the recognition of $7.5 million of previously unrecognized deferred tax assets in our U.S. group of subsidiaries (DTA Recognition) as a result of the acquisition of NCS Global Services LLC (NCS). Our 1H 2024 net income tax expense included $16.2 million of income taxes related to GMT, offset in part by the $7.5 million DTA Recognition and $5.6 million of reversals of tax uncertainties relating to one of our Asian subsidiaries. Taxable foreign exchange impacts were not significant in Q2 2024 or 1H 2024.

Certain countries in which we do business grant tax incentives to attract and retain our business. Our tax expense could increase if certain tax incentives from which we benefit are retracted or exhausted. A retraction could occur if we fail to

satisfy the conditions on which these tax incentives are based, or if they are not renewed or replaced upon expiration. Our tax expense could also increase if tax rates applicable to us in such jurisdictions are otherwise increased, or due to changes in legislation or administrative practices. Changes in our outlook in any particular country could impact our ability to meet the required conditions.

Our tax incentives currently consist of tax exemptions for the profits of our Thailand and Laos subsidiaries. We have the following four income tax incentives in Thailand: (i) a 5-year 50% income tax exemption that expires in 2027; (ii) an 8-year 100% income tax and distribution tax exemption that expires in 2028; (iii) a 6-year 100% income tax and distribution tax exemption that expires in 2028 (6-year 2028 Thailand tax incentive) and (iv) a 6-year 100% income tax and distribution tax exemption that expires in 2029. Our Thailand tax incentives are capped at our investments in Thailand. We reached the limit in 2024 for the 6-year 2028 Thailand tax incentive. Our tax incentive in Laos allows for a 100% income tax exemption until 2025, and a reduced income tax rate of 8% thereafter. Upon full expiry of each of the incentives, taxable profits associated with such incentives become fully taxable. Our tax expense could increase significantly if certain of the foregoing tax incentives are retracted or expire.

We develop our tax filing positions based upon the anticipated nature and structure of our business and the tax laws, administrative practices and judicial decisions currently in effect in the jurisdictions in which we have assets or conduct business, all of which are subject to change or differing interpretations. We are subject to tax audits in various jurisdictions which could result in additional tax expense in future periods relating to prior results. Reviews by tax authorities generally focus on, but are not limited to, the validity of our inter-company transactions, including financing and transfer pricing policies which generally involve subjective areas of taxation and significant judgment. Any such increase in our income tax expense and related interest and/or penalties could have a significant adverse impact on our future earnings and future cash flows.

In 2021, the Romanian tax authorities issued a final assessment in the aggregate amount of approximately 31 million Romanian leu (approximately $7 million at Q2 2025 period-end exchange rates), for additional income and value-added taxes for our Romanian subsidiary for the 2014 to 2018 tax years. In order to advance our case to the appeals phase and reduce or eliminate potential interest and penalties, we paid the Romanian tax authorities the full amount assessed in 2021 (without agreement to all or any portion of such assessment). We believe that our originally-filed tax return positions are in compliance with applicable Romanian tax laws and regulations, and continue to vigorously defend our position through all necessary appeals or other judicial processes.

In Q4 2024, the Thailand tax authorities issued an assessment letter seeking to impose additional value-added taxes and surcharges in the aggregate amount of approximately 403 million Thai baht (approximately $12 million at Q2 2025 period-end exchange rates) for our Thailand subsidiary for the 2019 tax year. We believe that our original positions with respect to the value-added taxes are in compliance with applicable Thailand tax laws and regulations, and continue to vigorously defend our position through all necessary appeals or other judicial processes. A bank guarantee has been issued for the maximum potential liability.

The successful pursuit of assertions made by any government authority, including tax authorities, could result in our owing significant amounts of tax or other reimbursements, interest and possibly penalties. We believe we adequately accrue for any probable potential adverse ruling. However, there can be no assurance as to the final resolution of any claims and any resulting proceedings. If any claims and any ensuing proceedings are determined adversely to us, the amounts we may be required to pay could be material, and in excess of amounts accrued.

Net earnings:

Net earnings for Q2 2025 of $211.0 million increased $116.0 million compared to Q2 2024. The increase was primarily due to $117.2 million in higher gross profit and $40.4 million in lower SG&A, partially offset by $27.8 million in higher income tax expense and $14.6 million in higher research and development (R&D) expense. Net earnings for 1H 2025 of $297.2 million increased $110.4 million compared to 1H 2024. The increase was primarily due to $169.0 million in higher gross profit, partially offset by $41.9 million in higher income tax expense and $15.7 million in higher R&D expense. Our income tax expense in Q2 2025 and 1H 2025 increased compared to the respective prior year periods primarily due to higher earnings before income taxes in Q2 2025 and 1H 2025. R&D expenses in Q2 2025 and 1H 2025 increased compared to the respective prior year periods to support the growth of our HPS business.

Liquidity and Capital Resources

Liquidity

The following tables set forth key liquidity metrics for the periods indicated (in millions):

	June 30 2025	December 31 2024
Cash and cash equivalents	$ 313.8	$ 423.3
Borrowings under credit facility*	822.5	741.2

* Excludes ordinary course L/Cs.

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Net cash provided by operating activities	$ 152.4	$ 99.6	$ 282.7	$ 207.7
Net cash used in investing activities	(35.0)	(70.1)	(71.7)	(110.5)
Net cash provided by (used in) financing activities	(106.6)	96.4	(320.5)	(33.6)
Changes in non-cash working capital items (included in operating activities above):				
A/R	$ (151.9)	$ (80.9)	$ (218.8)	$ (97.7)
Inventories	(129.8)	107.7	(157.5)	260.4
Other current assets	(9.4)	9.4	(6.4)	(0.7)
A/P, accrued and other current liabilities, provisions and income taxes payable	270.4	(56.0)	316.2	(195.3)
Working capital changes	$ (20.7)	$ (19.8)	$ (66.5)	$ (33.3)

Cash provided by operating activities:

In 1H 2025, we generated $282.7 million net cash from operating activities, primarily due to net earnings of $297.2 million and non-cash expenses added back to net earnings, partially offset by working capital requirements of $66.5 million and non-cash recoveries (including favorable TRS FVAs of $78.3 million). See "Operating Results — *SBC expense and TRS FVAs*" above for detail of TRS FVAs. Our working capital requirements in 1H 2025 were primarily driven by increases in A/R and inventory balances in 1H 2025, the effects of which were partially offset by the effect of the increase in A/P balances in 1H 2025. A/R balances increased in 1H 2025 primarily due to timing and volume of revenue and collections. Increase in inventory balances in 1H 2025 reflected our business growth (primarily in our CCS segment). A/P balances increased in 1H 2025 primarily due to timing and volume of payments and purchases. Net cash from operating activities for 1H 2025 increased $75.0 million compared to 1H 2024, primarily driven by an increase in net earnings.

Non-GAAP free cash flow:

Non-GAAP free cash flow is a non-GAAP financial measure without a standardized meaning and may not be comparable to similar measures presented by other companies. We define non-GAAP free cash flow as cash provided by or used in operations less the purchase of property, plant and equipment (net of proceeds from the sale of certain surplus equipment and property, when applicable). Non-GAAP free cash flow does not represent residual cash flow available to Celestica for discretionary expenditures. Management uses non-GAAP free cash flow as a measure, in addition to GAAP cash provided by or used in operations (described above), to assess our operational cash flow performance. We believe non-GAAP free cash flow provides another level of transparency to our ability to generate cash from normal business operations.

A reconciliation of non-GAAP free cash flow to cash provided by operating activities measured under GAAP is set forth below:

(in millions)	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
GAAP cash provided by operations	$ 152.4	$ 99.6	$ 282.7	$ 207.7
Purchase of property, plant and equipment, net of sales proceeds	(32.5)	(34.0)	(69.2)	(74.4)
Non-GAAP free cash flow	$ 119.9	$ 65.6	$ 213.5	$ 133.3

Our non-GAAP free cash flow of $213.5 million for 1H 2025 increased $80.2 million compared to 1H 2024, primarily due to $75.0 million in higher cash generated from operations (as described above).

Cash used in investing activities:

Our capital expenditures for 1H 2025 were $69.2 million (1H 2024 — $77.3 million), primarily to enhance our manufacturing capabilities in various geographies (including the expansion of our Thailand facility) and to support new customer programs. Most of our capital expenditures in 1H 2025 and 1H 2024 pertained to our CCS segment. We fund our capital expenditures from cash on hand and through the financing arrangements described below.

In April 2024, we completed the acquisition of NCS for a purchase price of $39.6 million, including acquired cash of $3.5 million.

Cash provided by and used in financing activities:

Common Share repurchases:

See "Summary of Q2 2025 and Year-to-Date Period" above for a table detailing Common Share repurchases for the periods indicated.

Financing and Finance Costs:

Credit Agreement

We are party to a credit agreement (Credit Facility) with Bank of America, N.A., as Administrative Agent, and the other lenders party thereto, which as of a June 2024 amendment, includes a term loan in the original principal amount of $250.0 million (Term A Loan), a term loan in the original principal amount of $500.0 million (Term B Loan, and collectively with the Term A Loan, the Term Loans), and a $750.0 million revolving credit facility (Revolver). See note 8 to the Q2 2025 Interim Financial Statements and note 11 to our 2024 AFS for a description of our Credit Facility terms.

Activity under our Credit Facility during 1H 2025 is set forth below (in millions):

	Revolver (Excluding L/C)	Term Loans
Outstanding balances as of December 31, 2024	$ —	$ 741.2
Amount borrowed in Q1 2025	310.0	—
Amount repaid in Q1 2025	(160.0)	(4.375) [1]
Amount borrowed in Q2 2025	190.0	—
Amount repaid in Q2 2025	(250.0)	(4.375) [1]
Outstanding balances as of June 30, 2025	$ 90.0	$ 732.5

[1] Represents scheduled quarterly principal repayments under the Term Loans.

Interest we paid under the Credit Facility (included in "net cash provided by or used in operating activities"), including the impact of our interest rate swap agreements (described below), was $23.1 million in 1H 2025 (1H 2024 — $23.1 million). Interest rates for outstanding borrowings under the Credit Facility as at June 30, 2025 are described under "Capital Resources" below. Any increase in prevailing interest rates, margins, or amounts borrowed, would cause our interest expense to increase. Commitment fees paid in 1H 2025 were $1.7 million (1H 2024 — $1.2 million). During 1H 2024, we paid $9.0 million in debt issuance costs related to the June 2024 amendment to our Credit Facility.

See "Operating Results — *Finance Costs*" above for a description of Finance Costs incurred in Q2 2025, 1H 2025 and the respective prior year periods.

Principal payments of finance leases:

During 1H 2025, we paid $5.2 million (1H 2024 — $4.8 million) in principal payment of finance leases.

Proceeds from partial TRS settlement and re-strike transaction:

The change in value of the TRS Agreement is determined by comparing the market price of our Common Shares to the fixed price paid by the counterparty for such shares (Strike Price). Prior to March 14, 2025, our TRS had a Strike Price of $12.73 per share. On March 14, 2025, we re-struck our TRS Agreement with a Strike Price of $91.58 per share (Current Strike Price), which was the closing price of the Common Shares on March 14, 2025, and received $98.6 million from the counterparty in connection therewith. In Q1 2024, we terminated a portion of the TRS Agreement by reducing the notional quantity by 1.25 million Common Shares and received $32.3 million from the counterparty in connection therewith. We recorded both cash receipts in cash provided by financing activities in our consolidated statement of cash flows. See "*Cash requirements* — TRS" below.

SBC cash settlements:

In 1H 2025, we made a cash payment of $156.0 million for withholding taxes in connection with the SBC awards that vested during such period (1H 2024 — $69.0 million).

Cash requirements:

Our working capital requirements can vary significantly from month-to-month due to a range of business factors, including the ramping of new programs, expansion of our services and business operations, timing of purchases, higher levels of inventory for new programs and anticipated customer demand, timing of payments and A/R collections, and customer forecasting variations. The international scope of our operations may also create working capital requirements in certain countries while other countries generate cash in excess of working capital needs. Moving cash between countries on a short-term basis to fund working capital is not always expedient due to local currency regulations, tax considerations, and other factors. As a result, we make intra-quarter borrowings and repayments under the Revolver (Intra-Quarter B/Rs) (see "Financing and Finance Costs — *Credit Agreement*" above for Intra-Quarter B/Rs we made in 1H 2025), sell A/R through our A/R sales program, and/or participate in available customer SFPs when deemed necessary or desirable to effectively manage our short-term liquidity and working capital requirements. The timing and the amounts we borrow or repay under these facilities can vary significantly from month-to-month depending upon our cash requirements.

Based on our current cash flow budgets and forecasts of our short-term and long-term liquidity needs, we continue to believe that our current and projected sources of liquidity will be sufficient to fund our anticipated liquidity needs for the next twelve months and beyond. Specifically, we believe that cash flow from operating activities, together with cash on hand, availability under the Revolver ($648.9 million at June 30, 2025), potential availability under uncommitted intraday and overnight bank overdraft facilities, and cash from accepted sales of A/R, will be sufficient to fund our anticipated working capital needs, planned capital spending, contractual obligations and other cash requirements (including any required SBC share repurchases and SBC cash settlements, debt repayments and Finance Costs). See "Capital Resources" below. Notwithstanding the foregoing, although we anticipate that we will be able to repay or refinance outstanding obligations under our Credit Facility when they mature (our primary current long-term cash liquidity requirement), there can be no assurance we will be able to do so, or that the terms of any refinancing will be favorable. In addition, we may require additional capital in the future to fund capital expenditures, acquisitions (including contingent consideration payments), strategic transactions or other investments. We will continue to assess our liquidity position and potential sources of supplemental liquidity in view of our objectives, operating performance, economic and capital market conditions and other relevant circumstances. Our operating performance may also be affected by matters discussed under Item 1A, Risk Factors in our 2024 10-K. These risks and uncertainties may adversely affect our long-term liquidity.

There have been no material changes to the information set forth under "Contractual Obligations" and "Additional Commitments" of the "Liquidity" section of Item 7 of our 2024 10-K.

Financing Arrangements:

See "Liquidity — *Cash provided by and used in financing activities* — Financing and Finance Costs" above for interest and commitment fees paid under our Credit Facility in 1H 2025. Annual interest expense and fees under the Credit Facility, including the impact of our interest rate swap agreements, based on amounts and swap agreements outstanding as June 30, 2025 are approximately $48 million. Interest rates applicable to borrowings under the Credit Facility are described under "Capital Resources" below. We expect to fund our Finance Costs with cash on hand.

We do not believe that the aggregate amounts outstanding under our Credit Facility as at June 30, 2025 ($732.5 million under the Term Loans, $90.0 million under the Revolver and $11.1 million in ordinary course L/Cs), had or will have a material adverse impact on our liquidity, our results of operations or financial condition. In addition, we do not believe that Intra-Quarter B/Rs have had (or future Intra-Quarter B/Rs will have) a material adverse impact on our liquidity, results of operations or financial condition. See "Capital Resources" below for a description of our available sources of liquidity. See the Credit Facility activity table under "Financing and Finance Costs — *Credit Agreement*" above for Intra-Quarter B/Rs during 1H 2025.

However, our current outstanding indebtedness, and the mandatory prepayment provisions of the Credit Facility (described above), require us to use a portion of our cash flow to service such debt, and may reduce our ability to fund future acquisitions and/or to respond to unexpected capital requirements; limit our ability to obtain additional financing for future investments, working capital, or other corporate purposes; limit our ability to refinance our indebtedness on terms acceptable to us or at all; limit our flexibility to plan for and adjust to changing business and market conditions; increase our vulnerability to general adverse economic and industry conditions; and/or reduce our debt agency ratings. Existing or increased third-party indebtedness could have a variety of other adverse effects, including: (i) default and foreclosure on our assets if refinancing is unavailable on acceptable terms and we have insufficient funds to repay the debt obligations when due; and (ii) acceleration of such indebtedness or cross-defaults if we breach applicable financial or other covenants and such breaches are not waived.

The Credit Facility contains restrictive covenants that limit our ability to engage in specified types of transactions, and limit share repurchases for cancellation if our consolidated secured leverage ratio (as defined in such facility) exceeds a specified amount, as well as specified financial covenants (described in "Capital Resources" below). Currently, we expect to remain in compliance with our Credit Facility covenants. However, our ability to maintain compliance with applicable financial covenants will depend on our ongoing financial and operating performance, which, in turn, may be impacted by economic conditions and financial, market, and competitive factors, many of which are beyond our control. A breach of any such covenants could result in a default under the instruments governing our indebtedness.

See "Capital Resources" below for a description of our A/R sales program and SFPs.

TRS:

We are party to a TRS Agreement with a third-party bank to manage our cash flow requirements and exposure to fluctuations in the price of our Common Shares in connection with the settlement of certain outstanding equity awards under our SBC plans. In Q1 2024, we terminated a portion of the TRS Agreement by reducing the notional quantity by 1.25 million Common Shares and received $32.3 million from the counterparty in connection therewith. Subsequently, our TRS Agreement covers a notional quantity of 1.25 million Common Shares (Current Notional Quantity).

The value of the TRS Agreement is determined by comparing the market price of our Common Shares to the Strike Price. Prior to March 14, 2025, our TRS had a Strike Price of $12.73 per share. On March 14, 2025, we re-struck our TRS Agreement with a Current Strike Price of $91.58 per share and received $98.6 million from the counterparty in connection therewith. The counterparty under the TRS Agreement is obligated to make a payment to us upon its termination (in whole or in part) or expiration (Settlement) based on the increase (if any) in the value of the TRS Agreement over its term, in exchange for periodic payments made by us based on SOFR plus a specified margin applied to the Equity Notional Amount (as defined in the TRS Agreement, Current Strike Price multiplied by the Current Notional Quantity). Similarly, if the value of the TRS Agreement decreases over its term, we are obligated to pay the counterparty the amount of such decrease upon Settlement.

As the interest payments under the TRS Agreement will vary from period to period and the value of our Common Shares upon further Settlement cannot be ascertained in advance, we cannot determine future interest and/or other payments that may be payable by (or to) us with respect to our TRS Agreement. We expect to fund required payments under our TRS Agreement from cash on hand.

Repatriations:

A portion of our cash and cash equivalents are held by foreign subsidiaries outside of Canada, a large part of which may be subject to withholding taxes upon repatriation under current tax laws. We currently expect to repatriate an aggregate of approximately $115 million of cash in the foreseeable future from various foreign subsidiaries, and have recorded anticipated related withholding taxes as deferred income tax liabilities (approximately $14 million).

Capital Expenditures:

Our capital spending varies each period based on, among other things, the timing of new business wins and forecasted sales levels. We currently estimate that capital spending for 2025 will be approximately 1.5% to 2.0% of revenue, and expect to fund these expenditures from cash on hand and through the financing arrangements described below under "Capital Resources."

Common Share Repurchases and SBC settlements:

We have funded and intend to continue to fund our Common Share repurchases (for cancellation under our NCIBs and to satisfy delivery obligations under SBC plans) and SBC cash settlements from cash on hand, borrowings under the Revolver, or a combination thereof. The timing of, and the amounts paid for, such repurchases and settlements can vary from period to period. See "Summary of Q2 2025 and Year-to-Date Period" above.

Lease Obligations:

At June 30, 2025, we recognized a total of $196.6 million of finance lease and operating lease obligations (December 31, 2024 — $196.8 million). All lease obligations are expected to be funded with cash on hand and through the financing arrangements described below under "Capital Resources."

Litigation and contingencies (including indemnities):

In the normal course of our operations, we may be subject to litigation, investigations and other claims, including legal, regulatory and tax proceedings. Management believes that adequate provisions have been recorded where required. Although it is not always possible to estimate the extent of potential costs, if any, management believes that the ultimate resolution of all such currently pending matters will not have a material adverse impact on our financial performance, financial position or liquidity. See "Operating Results — *Income Taxes*" above for a description of the ongoing Romanian income and value-added tax matter and Thailand value-added tax matter.

We provide routine indemnifications, the terms of which range in duration and scope, and often are not explicitly defined, including for third-party intellectual property infringement, certain negligence claims, and for our directors and officers. The maximum potential liability from these indemnifications cannot be reasonably estimated. In some cases, we have recourse against other parties or insurance to mitigate our risk of loss from these indemnifications. Historically, we have not made significant payments relating to these types of indemnifications.

Capital Resources

Our capital resources consist of cash provided by operating activities, access to the Revolver, uncommitted intraday and overnight bank overdraft facilities, an uncommitted A/R sales program, three uncommitted SFPs, and our ability to issue debt or equity securities. We regularly review our borrowing capacity and make adjustments, as permitted, for changes in economic conditions and changes in our requirements. We centrally manage our funding and treasury activities in accordance with corporate policies, and our main objectives are to ensure appropriate levels of liquidity, to have funds available for working capital or other investments we determine are required to grow our business, to comply with debt covenants, to maintain adequate levels of insurance, and to balance our exposures to market risks.

At June 30, 2025, we had cash and cash equivalents of $313.8 million (December 31, 2024 — $423.3 million), the majority of which was denominated in U.S. dollars. Our cash and cash equivalents are subject to intra-quarter swings, generally related to the timing of A/R collections, inventory purchases and payments, and other capital uses.

As of June 30, 2025, an aggregate of $732.5 million was outstanding under the Term Loans, and other than ordinary course L/Cs, $90.0 million was outstanding under the Revolver (December 31, 2024 — $741.2 million outstanding under our

Term Loans, and other than ordinary course L/Cs, no amounts outstanding under the Revolver). See "Liquidity — *Cash provided by and used in financing activities* — Financing and Finance Costs" above for a discussion of amounts borrowed and repaid under our Credit Facility during 1H 2025. Except under specified circumstances, and subject to the payment of breakage costs (if any), we are generally permitted to make voluntary prepayments of outstanding amounts under the Revolver and Term Loans without any other premium or penalty. Repaid amounts on the Term Loans may not be re-borrowed. Repaid amounts on the Revolver may be re-borrowed. At June 30, 2025, we had $648.9 million available under the Revolver for future borrowings, reflecting outstanding borrowings and L/Cs issued under the Revolver (December 31, 2024 — $738.9 million of availability).

The Credit Facility has an accordion feature that allows us to increase the Term Loans and/or commitments under the Revolver by $200.0 million, plus an unlimited amount to the extent that a specified leverage ratio on a pro forma basis does not exceed specified limits, in each case on an uncommitted basis and subject to the satisfaction of certain terms and conditions. The Revolver also includes a $50.0 million sub-limit for swing-line loans, providing for short-term borrowings up to a maximum of ten business days, and a $150.0 million sub-limit for L/Cs, in each case subject to the overall Revolver credit limit. The Revolver permits us and certain designated subsidiaries to borrow funds (subject to specified conditions) for general corporate purposes, including for capital expenditures, certain acquisitions, and working capital needs. See note 11 to our 2024 AFS for a description of the current range of interest rates, margins and commitment fees applicable to borrowings under the Credit Facility.

At June 30, 2025, outstanding amounts under the Term A Loan and the Revolver bore interest at Adjusted Term SOFR (term SOFR plus 0.1%) plus 1.75%, and outstanding amounts under the Term B Loan bore interest at term SOFR plus 1.75%.

In order to partially hedge against our exposure to interest rate variability on our Term Loans, we are party to various agreements with third-party banks to swap the variable interest rate with a fixed rate of interest. At June 30, 2025, associated with the Term A Loan, we had: (i) interest rate swaps with $130.0 million notional amount expiring in December 2025; (ii) interest rate swaps with $80.0 million notional amount (entered in March 2025) commencing in December 2025 and expiring in June 2027, and (iii) interest rate swaps with $40.0 million notional amount (entered in March 2025) commencing June 2027 and expiring in June 2029. At June 30, 2025, associated with the Term B Loan, we had: (i) interest rate swaps with $200.0 million notional amount expiring in December 2025; (ii) interest rate swaps with $40.0 million notional amount (entered in March 2025) expiring in June 2027; (iii) interest rate swaps with $50.0 million notional amount (entered in March 2025) commencing in December 2025 and expiring in June 2027; and (iv) interest rate swaps with $150.0 million notional amount (entered in March 2025) commencing in June 2027 to June 2029.

At June 30, 2025, the interest rate risk related to $452.5 million of borrowings under the Credit Facility was unhedged, consisting of $362.5 million of unhedged amounts outstanding under the Term Loans and $90.0 million outstanding under the Revolver (December 31, 2024 — $411.2 million under the Term Loans).

We are required to comply with certain restrictive covenants under the Credit Facility, including those relating to the incurrence of certain indebtedness, the existence of certain liens, the sale of certain assets, specified investments and payments, sale and leaseback transactions, and certain financial covenants relating to a defined interest coverage ratio and leverage ratio that are tested on a quarterly basis. At June 30, 2025, we were in compliance with all restrictive and financial covenants under the Credit Facility. Our Credit Facility also limits share repurchases for cancellation if our consolidated secured leverage ratio (as defined in such facility) exceeds a specified amount (Repurchase Restriction). The Repurchase Restriction did not prohibit Common Share purchases during Q2 2025 or at June 30, 2025. The obligations under the Credit Facility are guaranteed by us and certain specified subsidiaries. Subject to specified exemptions and limitations, all assets of the guarantors are pledged as security for the obligations under the Credit Facility. The Credit Facility contains customary events of default. If an event of default occurs and is continuing (and is not waived), the Administrative Agent may declare all amounts outstanding under the Credit Facility to be immediately due and payable and may cancel the lenders' commitments to make further advances thereunder. In the event of a payment or other specified defaults, outstanding obligations accrue interest at a specified default rate.

At June 30, 2025, we had $11.1 million outstanding in L/Cs under the Revolver (December 31, 2024 — $11.1 million). We also arrange bank guarantees and surety bonds outside of the Revolver. At June 30, 2025, we had $32.0 million of bank guarantees and surety bonds outstanding (December 31, 2024 — $23.0 million).

At June 30, 2025, we also had a total of $198.5 million in uncommitted bank overdraft facilities available for intraday and overnight operating requirements (December 31, 2024 — $198.5 million). There were no amounts outstanding under these overdraft facilities at June 30, 2025 or December 31, 2024.

We are party to an agreement with a third-party bank to sell up to $450.0 million in A/R on an uncommitted, revolving basis, subject to pre-determined limits by customer. This agreement provides for automatic annual one-year extensions. This agreement may be terminated at any time by the bank or by us upon 3 months' prior notice, or by the bank upon specified defaults. We also participate in three customer SFPs, pursuant to which we sell A/R from the relevant customer to third-party banks on an uncommitted basis to receive earlier payment. The SFPs have indefinite terms and may be terminated at any time by the customer or by us upon specified prior notice. A/R are sold under these arrangements net of discount charges. As our A/R sales program and the SFPs are on an uncommitted basis, there can be no assurance that any of the banks will purchase any of the A/R we intend to sell to them thereunder. However, as the A/R that we offer to sell under these programs are largely from customers we deem to be creditworthy, we believe that such offers will continue to be accepted. Both at June 30, 2025 and at December 31, 2024, we sold nil of A/R under our A/R sales program and under our SFPs. During Q2 2025 and 1H 2025, we sold an aggregate of nil and approximately $10 million, respectively, under our A/R sales program and customer SFPs (Q2 2024 — nil; 1H 2024 — approximately $118 million). We vary the amounts we offer to sell under our A/R sales program and customer SFPs depending on our short-term ordinary course cash requirements.

The timing and the amounts we borrow and repay under our Revolver (including Intra-Quarter B/Rs) and overdraft facilities, or sell under the SFPs or our A/R sales program, can vary significantly from month-to-month depending on our working capital and other cash requirements. See "Operating Results — *Finance Costs*", "Liquidity — *Cash provided by and used in financing activities* — Financing and Finance Costs" and "Liquidity — *Cash requirements* — Financing Arrangements" above.

Our strategy on capital risk management has not changed significantly since the end of 2024.

Outstanding Share Data

As of July 23, 2025, we had 115,032,686 outstanding Common Shares. As of such date, we also had 38,629 outstanding stock options, 1,418,747 outstanding RSUs, 2,187,431 outstanding PSUs assuming vesting of 100% of the target amount granted (PSUs that will vest range from 0% to 200% of the target amount granted), and 441,529 outstanding DSUs; each vested option or unit entitling the holder thereof to receive one Common Share (or in certain cases, cash) pursuant to the terms thereof, subject to certain time or performance-based vesting conditions.

Unaudited Quarterly Financial Highlights

Q2 2025 compared to Q1 2025:

Total revenue for Q2 2025 increased $244.8 million or 9% compared to Q1 2025. ATS segment revenue in Q2 2025 increased by $11.9 million (1%) compared to Q1 2025. CCS segment revenue increased $232.9 million (13%) in Q2 2025 compared to Q1 2025. Communications end market revenue increased $213.5 million (15%) sequentially, primarily due to demand increases for networking products from hyperscaler customers and program ramps. Enterprise end market revenue increased $19.4 million (5%) sequentially, primarily due to stronger demand in our server and storage business. Gross profit for Q2 2025 increased sequentially by $97.1 million (35%), primarily due to higher revenue in Q2 2025, as well as favorable changes in TRS FVAs recorded in cost of sales ($40.6 million gain in Q2 2025 compared to $7.5 million loss in Q1 2025) driven by the increase in our Common Share price. Gross margin increased from 10.3% in Q1 2025 to 12.8% in Q2 2025, primarily due to volume leverage in our CCS segment and the favorable changes in TRS FVAs recorded in cost of sales as described above. CCS segment income for Q2 2025 of $171.2 million increased $24.1 million from Q1 2025 mainly due to sequential increase in CCS segment revenue. CCS segment margin increased from 8.0% in Q1 2025 to 8.3% in Q2 2025 due to volume leverage. ATS segment income for Q2 2025 of $43.5 million increased by $2.8 million from Q1 2025. ATS segment margin increased from 5.0% in Q1 2025 to 5.3% in Q2 2025 primarily due to improved profitability in our A&D business, aided by the recent strategic decision not to renew a margin dilutive program. Net earnings for Q2 2025 of $211.0 million increased $124.8 million compared to net earnings of $86.2 million for Q1 2025, primarily due to $97.1 million in higher gross profit and $73.6 million in lower SG&A expense in Q2 2025, partially offset by $18.8 million in higher income tax expense (driven by higher earnings before income taxes) and $16.4 million in higher R&D expenses (driven by our HPS business growth). Lower SG&A expense in Q2 2025 compared to Q1 2025 was primarily due to favorable changes in TRS FVAs recorded in SG&A ($56.8 million gain in Q2 2025 compared to $11.6 million loss in Q1 2025) driven by the increase in our Common Share price.

Summary of Selected Q2 2025 Results:

	Q2 2025 Actual	Q2 2025 Guidance
Revenue (in billions)	$2.89	$2.575 to $2.725
GAAP earnings from operations as a % of revenue	9.4%	N/A
GAAP earnings per share (EPS) [(1)]	$1.82	N/A
Adjusted operating margin (non-GAAP)*	7.4%	7.2% at the mid-point of our revenue and non-GAAP adjusted EPS guidance ranges
Adjusted EPS (non-GAAP)*	$1.39	$1.17 to $1.27

* See "Non-GAAP Financial Measures" below.

[(1)] GAAP EPS for Q2 2025 included an aggregate charge of $0.33 per share (pre-tax) for employee SBC expense, amortization of intangible assets (excluding computer software), and restructuring charges. See "Operating Results" above and "Non-GAAP Financial Measures" below for per-item charges. This aggregate charge was above our previously communicated Q2 2025 anticipated range of between $0.23 to $0.29 per share for these items, primarily due to higher than expected restructuring charges. GAAP EPS for Q2 2025 also included $0.84 per share (pre-tax) positive impact attributable to TRS FVAs.

For Q2 2025, our revenue exceeded the high end of our guidance range due to higher than anticipated customer demand, particularly in our Communications end market. Our non-GAAP adjusted operating margin for Q2 2025 exceeded the mid-point of our revenue and non-GAAP adjusted EPS guidance ranges and our Q2 2025 adjusted EPS exceeded the high end of our guidance range, primarily driven by stronger than anticipated operating leverage in both our segments. Our GAAP effective tax rate for Q2 2025 was 18%. As anticipated, our adjusted effective tax rate (non-GAAP) for Q2 2025 was 20%.

Non-GAAP Financial Measures

Management uses non-GAAP financial measures (including ratios based on GAAP financial measures) described herein to (i) assess operating performance, financial leverage and the effective use and allocation of resources, (ii) provide more normalized period-to-period comparisons of operating results, (iii) enhance investors' understanding of the core operating results of our business and (iv) set management incentive targets. We believe the non-GAAP financial measures enable investors to evaluate and compare our results from operations by excluding specific items that we do not consider to be reflective of our core operations, to evaluate cash resources that we generate from our business each period, to analyze operating results using the same measures our chief operating decision maker uses to measure performance, and to help compare our results with those of our competitors. In addition, management believes that the use of adjusted tax expense and adjusted effective tax rate provides additional transparency into the tax effects of our core operations, and are useful to management and investors for historical comparisons and forecasting. These non-GAAP financial measures reflect management’s belief that the excluded items are not indicative of our core operations.

Non-GAAP financial measures do not have any standardized meaning prescribed by GAAP and therefore may not be directly comparable to similar measures presented by other companies.

Non-GAAP financial measures are not measures of performance under GAAP and should not be considered in isolation or as a substitute for any GAAP financial measure. Reconciliations of the non-GAAP financial measures to the most directly comparable GAAP financial measures are below.

The following non-GAAP financial measures are included in this MD&A: adjusted gross profit, adjusted SG&A, adjusted operating earnings (or adjusted EBIAT), adjusted net earnings, and each of the foregoing measures as a percentage of revenue, adjusted EPS, adjusted ROIC, free cash flow, adjusted tax expense and adjusted effective tax rate.

Our non-GAAP financial measures are calculated by making the following adjustments as applicable to our GAAP financial measures:

Employee SBC expense, which represents the estimated fair value of stock options, restricted share units and performance share units granted to employees, is excluded because grant activities vary significantly from quarter-to-quarter in both quantity and fair value. We believe excluding this expense allows us to compare core operating results with those of our competitors, who also generally exclude employee SBC expense in assessing operating performance, and may have different granting patterns, equity awards, and valuation assumptions.

Total return swap fair value adjustments (TRS FVAs) represent mark-to-market adjustments to our TRS Agreement, as the TRS Agreement is re-measured at fair value at each quarter end. We exclude the impact of these non-cash fair value adjustments (which reflect fluctuations in the market price of our Common Shares recorded in cost of sales or SG&A) from period to period as such fluctuations do not represent our ongoing operating performance. In addition, we believe that excluding these non-cash adjustments permits a helpful comparison of our core operating results to our competitors.

Transitional hedge reclassifications and adjustments related to foreign currency forward exchange contracts (FCC Transitional ADJ) were specifically driven by our transition from IFRS to GAAP. For the purpose of determining our non-GAAP measures, FCC Transitional ADJ were made to cost of sales and SG&A. Our foreign currency forward exchange contracts that we entered prior to 2024 were accounted for as either cash flow hedges (qualified for hedge accounting) or economic hedges under IFRS. However, those contracts were not accounted for as such under GAAP until January 1, 2024, resulting in FCC Transitional ADJ. Had we been able to designate those foreign currency forward exchange contracts under GAAP from their inception, they would have qualified as cash flow or economic hedges under GAAP, and no FCC Transitional ADJ would have been required under GAAP. FCC Transitional ADJ do not reflect the on-going operational impacts of our hedging activities and are excluded in assessing operating performance.

Amortization of intangible assets (excluding computer software) consist of non-cash charges for intangible assets that are impacted by the timing and magnitude of acquired businesses. Amortization of intangible assets varies among our competitors, and we believe that excluding these charges permits a helpful comparison of core operating results to our competitors who also generally exclude amortization charges in assessing operating performance.

Restructuring and Other Charges (Recoveries) consist of, when applicable: Restructuring Charges (Recoveries) (defined below); Transition Costs (Recoveries) (defined below); consulting, transaction and integration costs related to potential and completed acquisitions; legal settlements (recoveries); and commencing in Q2 2023, related costs pertaining to our transition as a U.S. domestic filer. We exclude these charges and recoveries because we believe that they are not directly related to ongoing operating results and do not reflect our expected future operating expenses after completion of the relevant actions. Our competitors may record similar items at different times, and we believe these exclusions permit a helpful comparison of our core operating results with those of our competitors who also generally exclude these items in assessing operating performance.

Restructuring Charges (Recoveries), consist of costs or recoveries relating to: employee severance, lease terminations, site closings and consolidations, accelerated depreciation of owned property and equipment which are no longer used and are available for sale, and reductions in infrastructure.

Transition Costs (Recoveries) consist of costs and recoveries in connection with: (i) the transfer of manufacturing lines from closed sites to other sites within our global network; (ii) the sale of real properties unrelated to restructuring actions (Property Dispositions); and (iii) specified charges or recoveries related to the Purchaser Lease (defined below). Transition Costs consist of direct relocation and duplicate costs (such as rent expense, utility costs, depreciation charges, and personnel costs) incurred during the transition periods, as well as cease-use and other costs incurred in connection with idle or vacated portions of the relevant premises that we would not have incurred but for these relocations, transfers and dispositions. As part of our 2019 Toronto real property sale, we entered into a related 10-year lease for our then-anticipated headquarters (Purchaser Lease). In November 2022, we extended the lease (on a long-term basis) on our current corporate headquarters due to several Purchaser Lease commencement date delays. In Q3 2023 and Q2 2025, we executed sublease agreements for the leased space under the Purchaser Lease. We record charges related to the sublet of the Purchaser Lease (which commenced in June 2024) as Transition Costs. We believe that excluding Transition Costs and Recoveries permits a helpful comparison of our core operating results from period-to-period, as they do not reflect our ongoing operations once these specified events are complete.

Miscellaneous Expense (Income) consists primarily of: (i) certain net periodic benefit costs (credits) related to our pension and post-employment benefit plans consisting of interest costs and expected returns on pension balances, and amortization of actuarial gains or losses; and (ii) gains or losses related to our foreign currency forward exchange contracts and interest rate swaps that we entered into prior to 2024. Those derivative instruments were accounted for as either cash flow hedges (qualifying for hedge accounting) or economic hedges under IFRS. However, those contracts were not accounted for as such under GAAP until January 1, 2024. Certain gains and losses related to those contracts were recorded in Miscellaneous Expense (Income). See FCC Transitional ADJ above. We exclude such items because we believe they are not directly related to our ongoing operating results.

Tax effects of the non-core items, which include our non-GAAP adjustments above, are excluded from GAAP tax expense to calculate adjusted tax expense (non-GAAP), as we do not believe these costs or recoveries reflect our core operating performance and vary significantly among our competitors who also generally exclude such items in assessing operating performance.

Our non-GAAP financial measures include the following:

Adjusted operating earnings (Adjusted EBIAT) is defined as GAAP earnings from operations excluding the impact of Employee SBC expense, TRS FVAs, FCC Transitional ADJ, Amortization of intangible assets (excluding computer software), and Restructuring and Other Charges (Recoveries). Adjusted operating margin is adjusted operating earnings as a percentage of GAAP revenue. Management uses adjusted operating earnings (adjusted EBIAT) as a measure to assess performance related to our core operations.

Adjusted net earnings is defined as GAAP net earnings excluding the impact of Employee SBC expense, TRS FVAs, FCC Transitional ADJ, amortization of intangible assets (excluding computer software), Restructuring and Other Charges (Recoveries), Miscellaneous Expense (Income) and adjustment for taxes. Adjusted EPS is calculated by dividing adjusted net earnings by the number of diluted weighted average shares outstanding. Management uses adjusted net earnings as a measure to assess performance related to our core operations.

Non-GAAP free cash flow is defined as cash provided by (used in) operations less the purchase of property, plant and equipment (net of proceeds from the sale of certain surplus equipment and property, when applicable). Free cash flow does not represent residual cash flow available to Celestica for discretionary expenditures. Management uses free cash flow as a measure, in addition to GAAP cash provided by (used in) operations, to assess our operational cash flow performance. We believe free cash flow provides another level of transparency to our ability to generate cash from normal business operations.

Adjusted ROIC is calculated by dividing annualized adjusted EBIAT by average net invested capital for the period. Net invested capital (calculated in the tables below) is derived from GAAP financial measures, and is defined as total assets less: cash, ROU assets (operating and finance leases), accounts payable, accrued and other current liabilities (excluding finance and operating lease liabilities), provisions, and income taxes payable. Management uses adjusted ROIC as a measure to assess the effectiveness of the invested capital we employ to build products or provide services to our customers, by quantifying how well we generate earnings relative to the capital we have invested in our business.

The determination of our adjusted tax expense (non-GAAP) and adjusted effective tax rate (non-GAAP) is described in footnote 1 to the table below.

The following table sets forth, for the periods indicated, the various non-GAAP financial measures discussed above, and a reconciliation of such non-GAAP financial measures to the most directly comparable financial measures determined under GAAP (in millions, except percentages and per share amounts):

	Three months ended June 30				Six months ended June 30			
	2025		2024		2025		2024	
		% of revenue		% of revenue		% of revenue		% of revenue
GAAP revenue	$ 2,893.4		$ 2,391.9		$ 5,542.0		$ 4,600.8	
GAAP gross profit	$ 371.0	12.8 %	$ 253.8	10.6 %	$ 644.9	11.6 %	$ 475.9	10.3 %
Employee SBC expense	7.3		5.7		17.4		14.6	
TRS FVAs: gains	(40.6)		(7.1)		(33.1)		(19.9)	
Adjusted gross profit (non-GAAP)	$ 337.7	11.7 %	$ 252.4	10.6 %	$ 629.2	11.4 %	$ 470.6	10.2 %
GAAP SG&A	$ 38.9	1.3 %	$ 79.3	3.3 %	$ 151.4	2.7 %	$ 144.1	3.1 %
Employee SBC expense	(7.9)		(6.2)		(23.8)		(20.0)	
TRS FVAs: gains	56.8		8.6		45.2		27.3	
FCC Transitional ADJ	—		0.7		—		1.2	
Adjusted SG&A (non-GAAP)	$ 87.8	3.0 %	$ 82.4	3.4 %	$ 172.8	3.1 %	$ 152.6	3.3 %
GAAP earnings from operations	$ 272.5	9.4 %	$ 132.9	5.6 %	$ 401.3	7.2 %	$ 258.7	5.6 %
Employee SBC expense	15.2		11.9		41.2		34.6	
TRS FVAs: gains	(97.4)		(15.7)		(78.3)		(47.2)	
FCC Transitional ADJ	—		(0.7)		—		(1.2)	
Amortization of intangible assets (excluding computer software)	9.9		9.7		19.9		19.0	
Restructuring and other charges, net of recoveries	14.5		11.5		18.4		16.3	
Adjusted operating earnings (adjusted EBIAT) (non-GAAP)	$ 214.7	7.4 %	$ 149.6	6.3 %	$ 402.5	7.3 %	$ 280.2	6.1 %
GAAP net earnings	$ 211.0	7.3 %	$ 95.0	4.0 %	$ 297.2	5.4 %	$ 186.8	4.1 %
Employee SBC expense	15.2		11.9		41.2		34.6	
TRS FVAs: gains	(97.4)		(15.7)		(78.3)		(47.2)	
FCC Transitional ADJ	—		(0.7)		—		(1.2)	
Amortization of intangible assets (excluding computer software)	9.9		9.7		19.9		19.0	
Restructuring and other charges, net of recoveries	14.5		11.5		18.4		16.3	
Miscellaneous Expense	1.7		4.4		3.1		11.0	
Adjustments for taxes[1]	6.3		(8.1)		(0.2)		(12.5)	
Adjusted net earnings (non-GAAP)	$ 161.2	5.6 %	$ 108.0	4.5 %	$ 301.3	5.4 %	$ 206.8	4.5 %
Diluted EPS								
Weighted average # of shares (in millions)	115.9		119.4		116.4		119.3	
GAAP EPS	$ 1.82		$ 0.80		$ 2.55		$ 1.57	
Adjusted EPS (non-GAAP)	$ 1.39		$ 0.90		$ 2.59		$ 1.73	
# of shares outstanding at period end (in millions)	115.0		118.6		115.0		118.6	
GAAP cash provided by operations	$ 152.4		$ 99.6		$ 282.7		$ 207.7	
Purchase of property, plant and equipment, net of sales proceeds	(32.5)		(34.0)		(69.2)		(74.4)	
Free cash flow (non-GAAP)	$ 119.9		$ 65.6		$ 213.5		$ 133.3	
GAAP ROIC %	45.0 %		23.6 %		33.2 %		23.2 %	
Adjusted ROIC % (non-GAAP)	35.5 %		26.6 %		33.3 %		25.1 %	

[1] The adjustments for taxes represent the tax effects (reflecting applicable effective tax rates) of the non-core items, which include our non-GAAP adjustments above.

Our GAAP effective tax rate is determined by dividing (i) GAAP tax expense by (ii) earnings from operations minus finance costs and Miscellaneous Expense (Income) recorded on our statement of operations; our adjusted effective tax rate (non-GAAP) is determined by

dividing (i) adjusted tax expense (non-GAAP) by (ii) adjusted operating earnings (non-GAAP) minus finance costs. The following table sets forth, for the periods indicated, our calculation of GAAP effective tax rate and adjusted effective tax rate (non-GAAP):

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
GAAP tax expense	$ 46.3	$ 18.5	$ 73.8	$ 31.9
Earnings from operations	$ 272.5	$ 132.9	$ 401.3	$ 258.7
Finance Costs	(13.5)	(15.0)	(27.2)	(29.0)
Miscellaneous Expense	(1.7)	(4.4)	(3.1)	(11.0)
	$ 257.3	$ 113.5	$ 371.0	$ 218.7
GAAP effective tax rate	18 %	16 %	20 %	15 %
Adjusted tax expense (non-GAAP)	$ 40.0	$ 26.6	$ 74.0	$ 44.4
Adjusted operating earnings (non-GAAP)	$ 214.7	$ 149.6	$ 402.5	$ 280.2
Finance Costs	(13.5)	(15.0)	(27.2)	(29.0)
	$ 201.2	$ 134.6	$ 375.3	$ 251.2
Adjusted effective tax rate (non-GAAP)	20 %	20 %	20 %	18 %

The following table sets forth, for the periods indicated, our calculation of GAAP ROIC % and non-GAAP adjusted ROIC % (in millions, except GAAP ROIC % and non-GAAP adjusted ROIC %):

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
GAAP earnings from operations	$ 272.5	$ 132.9	$ 401.3	$ 258.7
Multiplier to annualize earnings	4	4	2	2
Annualized GAAP earnings from operations	$ 1,090.0	$ 531.6	$ 802.6	$ 517.4
Average net invested capital for the period*	$ 2,419.9	$ 2,253.6	$ 2,418.2	$ 2,229.6
GAAP ROIC %	45.0 %	23.6 %	33.2 %	23.2 %

	Three months ended June 30		Six months ended June 30	
	2025	2024	2025	2024
Adjusted operating earnings (adjusted EBIAT) (non-GAAP)	$ 214.7	$ 149.6	$ 402.5	$ 280.2
Multiplier to annualize earnings	4	4	2	2
Annualized adjusted EBIAT (non-GAAP)	$ 858.8	$ 598.4	$ 805.0	$ 560.4
Average net invested capital for the period*	$ 2,419.9	$ 2,253.6	$ 2,418.2	$ 2,229.6
Adjusted ROIC % (non-GAAP)	35.5 %	26.6 %	33.3 %	25.1 %

	June 30 2025	March 31 2025	December 31 2024
Net invested capital consists of:			
Total assets	$ 6,241.1	$ 5,834.9	$ 5,988.2
Less: cash	313.8	303.0	423.3
Less: ROU assets (operating and finance leases)	174.9	178.6	180.8
Less: A/P, accrued and other current liabilities and provisions (excluding finance and operating lease liabilities) and income taxes payable	3,265.7	3,000.3	2,969.2
Net invested capital at period end*	$ 2,486.7	$ 2,353.0	$ 2,414.9

	June 30 2024	March 31 2024	December 31 2023
Net invested capital consists of:			
Total assets	$ 5,872.8	$ 5,711.5	$ 5,890.5
Less: cash	434.0	308.1	370.4
Less: ROU assets (operating and finance leases)	200.1	196.1	170.0
Less: A/P, accrued and other current liabilities and provisions (excluding finance and operating lease liabilities) and income taxes payable	2,946.2	2,992.6	3,168.4
Net invested capital at period end*	$ 2,292.5	$ 2,214.7	$ 2,181.7

* We use a two-point average to calculate average net invested capital for the quarter and a three-point average to calculate average net invested capital for the six-month period. Average net invested capital for Q2 2025 is the average of net invested capital as at June 30, 2025 and March 31, 2025 and average net invested capital for 1H 2025 is the average of net invested capital as at June 30, 2025, March 31, 2025 and December 31, 2024.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to a variety of risks associated with financial instruments and otherwise. Except as set forth below, there have been no material changes to our primary market risk exposures or our management of such exposures during 1H 2025 from the description set forth in note 19 to our 2024 AFS, under "Capital Resources — Financial instruments and financial risks" in Item 7 of the 2024 10-K and in Item 7A of the 2024 10-K.

Currency risk: We enter into foreign currency forward contracts to hedge our cash flow exposures and swaps to hedge our exposures of monetary assets and monetary liabilities (economic hedges), generally for periods of up to 12 months, to lock in the exchange rates for future foreign currency transactions, which is intended to reduce the foreign currency risk related to our operating costs and future cash flows denominated in local currencies. The fair value of the outstanding contracts at June 30, 2025 was a net unrealized gain of $13.7 million (December 31, 2024 — net unrealized loss of $18.5 million), resulting from fluctuations in foreign exchange rates between the contract execution and the period-end date.

Equity price risk: See "Liquidity — *Cash requirements* — TRS" above for a description of the TRS Agreement. If the value of the TRS Agreement decreases over its term, we are obligated to pay the counterparty the amount of such decrease upon Settlement. As a result, the TRS Agreement is subject to equity price risk. Prior to March 14, 2025, our TRS had a Strike Price of $12.73 per share. On March 14, 2025, we re-struck our TRS Agreement with the Current Strike Price of $91.58 per share. At June 30, 2025, the fair value of the TRS Agreement was an unrealized gain of $79.1 million (December 31, 2024 — unrealized gain of $99.4 million). A one dollar decrease in our Common Share price would decrease the value of the TRS Agreement as of June 30, 2025 by $1.3 million.

Interest rate risk: Borrowings under the Credit Facility bear interest at specified rates, plus specified margins (described in note 8 to the Q2 2025 Interim Financial Statements and note 11 to our 2024 AFS). In order to partially hedge against our exposure to interest rate variability on our Term Loans, we have entered into various agreements with third-party banks to swap the variable interest rate with a fixed rate of interest for a portion of the borrowings under our Term Loans. At June 30, 2025, the fair value of our interest rate swap agreements was a net unrealized gain of $0.2 million (December 31, 2024 — an unrealized gain of $6.6 million). The decrease in the fair value of the swaps from December 31, 2024 to June 30, 2025 is primarily a result of additional swaps entered into in March 2025 and a decrease in market expectations with respect to future interest rate movements relative to the fixed rates under our interest rate swaps. A downward shift of the forward interest rate curve would decrease the amount of the gain. A one-percentage point increase in relevant interest rates would increase interest expense, based on outstanding borrowings under the Credit Facility at June 30, 2025, by $4.5 million annually, including the impact of our interest rate swap agreements, and by $8.2 million annually, without accounting for such agreements.

Item 4. Controls and Procedures

Evaluation of disclosure controls and procedures:

Our management is responsible for establishing and maintaining a system of disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the U.S. Exchange Act) designed to ensure that information we are required to disclose in the reports that we file or submit under the U.S. Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the U.S. Exchange Act is accumulated and communicated to the issuer's management, including its principal executive officer or officers and principal financial officer or officers, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosure.

Management, under the supervision of and with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of June 30, 2025. Based on that evaluation, our principal executive officer and principal financial officer have concluded that, as of June 30, 2025, our disclosure controls and procedures are effective to meet the requirements of Rules 13a-15(e) and 15d-15(e) under the U.S. Exchange Act.

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that its objectives are met. Due to inherent limitations in all such systems, no evaluation of controls can provide absolute assurance that all control issues within a company have been detected. Accordingly, our disclosure controls and procedures are designed to provide reasonable, not absolute, assurance that the objectives of our disclosure control system are met.

Changes in internal control over financial reporting:

We did not identify any change in our internal control over financial reporting in connection with our evaluation thereof that occurred during Q2 2025 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

For information regarding our legal proceedings, see note 17 to our Q2 2025 Interim Financial Statements, and "Operating Results — *Income Taxes*" in Part I, Item 2 above for a description of the ongoing Romanian income and value-added tax matter and Thailand value-added tax matter, which are incorporated herein by reference.

Item 1A. Risk Factors

There have been no material changes to the risk factors previously disclosed in Part I, Item 1A of our 2024 10-K, except as described below.

U.S. policies or legislation could have a material adverse effect on our business, results of operations and financial condition.

The policies or legislation of the U.S. administration may continue to create uncertainty with respect to, among other things, trade agreements and free trade generally, and may impose significant new increases on tariffs on goods imported into the U.S. from specified countries, certain of which have imposed, and may continue to impose, retaliatory tariffs. These actions, and/or other governmental actions related to tariffs or international trade agreements, have in the past increased (and could further increase) the cost to our U.S. customers who use our non-U.S. manufacturing sites and components, and vice versa, which may materially and adversely impact demand for our services, our results of operations or our financial condition.

In addition, the U.S. government imposed additional export controls on certain advanced computing semiconductor chips, integrated circuits, semiconductor manufacturing items and related transactions. The implementation, interpretation and impact on our business of these rules and other regulatory actions taken by the U.S. government is uncertain and evolving. These actions have adversely impacted our Capital Equipment business and our CCS segment. The future adverse impact of these and/or other actions taken by the governments of either the U.S. or China, or both (including in response to continuing tensions), could be material.

Given the uncertainty regarding the scope and duration of these (or further) trade and export actions, whether trade tensions will escalate further, and whether our customers will continue to bear the cost of the tariffs and/or avoid such costs by in-sourcing or shifting business to other providers, their impact on the demand for our services, our operations and results for future periods cannot be currently quantified, but may be material. See Item 2, MD&A — "*External factors that may impact our business*" and Item 7, MD&A — "External Factors that May Impact our Business" of our 2024 10-K, for further detail.

In addition, we cannot predict whether new U.S. laws will be passed or new regulatory proposals will be adopted, if any (or whether current laws or regulations will be rolled back), or the effect that such events may have on the economy and/or our business. However, changes in U.S. social, political, regulatory and economic conditions or laws and policies governing foreign trade and exports, taxes, manufacturing, clean energy, the healthcare industry, development and investment in the jurisdictions in which we and/or our customers or suppliers operate, could materially adversely affect our business, results of operations and financial condition. See Item 1A — Risk Factors, "We are subject to the risk of increasing income and other taxes, tax audits, and the challenges of successfully defending our tax positions, and obtaining, renewing or meeting the conditions of tax incentives and credits, any of which may adversely affect our financial performance." of our 2024 10-K.

Transfers of business or operations may increase our costs and cause disruptions in our ability to service our customers.

Our customers have in the past and may in the future require that we transfer the manufacturing of their products from one of our facilities to another to achieve cost reductions, tariff reductions and other objectives. These transfers have resulted in and could again result in increased costs to us due to facility downtime, less than optimal utilization of our manufacturing capacity and delays and complications related to the transition of manufacturing programs to new locations. These transfers, and any decision by a significant customer to terminate manufacturing services in a particular facility, could require us to close or reduce operations at certain facilities and, as a result, we may incur in the future significant costs for the closure of facilities, employee severance and related matters. We may be required to relocate or close additional manufacturing operations in the future and, accordingly, we may incur additional costs that decrease our net income.

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

Unregistered Sales of Equity Securities

None.

Issuer Purchases of Equity Securities

The following table provides information about the Company's repurchase activity during the quarter ended June 30, 2025 related to its equity securities registered pursuant to Section 12 of the U.S. Exchange Act:

Period	(a) Total Number of Common Shares Purchased (in millions)	(b) Average Price Paid per Common Share	(c) Total Number of Common Shares Purchased as Part of Publicly Announced Plans or programs (in millions)	(d) Maximum Number of Common Shares that May Yet Be Purchased Under the Plans or Programs (in millions)
April 1 — 30, 2025[(1)]	0.6	$70.48	0.6	7.1
May 1 — 31, 2025	—	$—	—	7.1
June 1 — 30, 2025	—	$—	—	7.1
Total	**0.6**	**$70.48**	**0.6**	

(1) On October 30, 2024, the TSX accepted our notice to launch, and we announced, a NCIB (2024 NCIB). The 2024 NCIB allowed us to repurchase, at our discretion, from November 1, 2024 until the earlier of October 31, 2025 or the completion of purchases thereunder, up to 8,609,693 of our Common Shares in the open market, or as otherwise permitted, subject to the normal terms and limitations of such bids and compliance with applicable law and the volume and other limitations under Rule 10b-18 under the Exchange Act. The maximum number of Common Shares we are permitted to repurchase for cancellation under the 2024 NCIB will be reduced by the number of Common Shares we arrange to be purchased by any non-independent broker in the open market during its term to satisfy delivery obligations under our SBC plans, if any. In April 2025, we purchased 0.6 million Common Shares under the 2024 NCIB.

Item 3. Defaults Upon Senior Securities

None.

Item 5. Other Information

Rule 10b5-1 Trading Plans

None of the Company's directors or officers adopted, modified or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (each as defined in Regulation S-K Item 408(a)) during the Company's fiscal quarter ended June 30, 2025.

Item 6. Exhibits

The following exhibits are filed as part of, or incorporated by reference into, this Quarterly Report on Form 10-Q.

		Incorporated By Reference				
Exhibit No.	Description	Form	File No.	Exhibit	Filing Date	Filed/ Furnished Herewith
3.1	Certificate and Restated Articles of Incorporation, effective April 25, 2024	6-K	001-14832	99.2	April 25, 2024	
3.2	Certificate and Articles of Amendment, effective April 25, 2024	6-K	001-14832	99.1	April 25, 2024	
3.3	Amended and Restated By-Law No. 1	6-K	001-14832	99.3	February 28, 2024	
3.4	By-Law No. 2	8-K	001-14832	3.1	January 31, 2025	
10.1*	Celestica Inc. 2025 Executive Compensation Deferral Plan					X
10.2*	Celestica Supplemental Executive Retirement Plan (US)					X
10.3*	Celestica Supplemental Executive Retirement Plan (Canada)					X
10.4*	Form of award agreement under the Celestica Inc. 2025 Long Term Incentive Plan (RSU)					X
10.5*	Form of award agreement under the Celestica Inc. 2025 Long Term Incentive Plan (PSU)					X
10.6*	2025 Long Term Incentive Plan, effective June 17, 2025	DEF 14A	001-14832	Appendix B	April 29, 2025	
10.7*	Form of Indemnification Agreement					X
31.1	Certification of the Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
32.1**	Certification of the Principal Executive Officer and Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
101. INS***	Inline XBRL Instance Document					X
101. SCH	Inline XBRL Taxonomy Extension Schema Document					X
101. CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101. LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101. PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
101. DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					X
104	Cover Page Interactive Data File (embedded within the Inline XBRL document in Exhibit 101)					X

* Management contract or compensatory plan.

** This certification is deemed not filed for purposes of Section 18 of the U.S. Exchange Act, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the U.S. Securities Act or the U.S. Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

*** The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.

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.

CELESTICA INC.

Date: July 28, 2025	By:	/s/ Robert A. Mionis
	Name:	Robert A. Mionis
	Title:	President and Chief Executive Officer (Principal Executive Officer)
Date: July 28, 2025	By:	/s/ Mandeep Chawla
	Name:	Mandeep Chawla
	Title:	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

CELESTICA LLC

2025 EXECUTIVE COMPENSATION DEFERRAL PLAN

ARTICLE 1
PURPOSE OF PLAN.

1.1 This Plan is sponsored and maintained by the Sponsor for the benefit of a select group of the Company's and its Affiliates' management and highly compensated employees within the meaning of ERISA Sections 201(2), 301(a)(3), and 401(a)(1). The Plan, which is intended to constitute an unfunded deferred compensation plan, is to enhance the Company's ability to attract, retain and motivate key service providers who make important contributions to the Company. The Plan was approved by the board to be effective July 1, 2025.

ARTICLE 2
ELIGIBILITY TO PARTICIPATE.

2.1 Selection for Participation in the Plan. Only Eligible Individuals, who are selected for participation in this Plan by the Administrator and who are notified that they are selected for participation shall be eligible to become a Participant in this Plan. The Administrator shall not select any individual for participation unless the Administrator determines that such individual is a member of a select group of management or highly compensated employees (as that expression is used under ERISA).

2.2 Enrollment Requirements. As a condition of participation, each selected individual who is eligible to participate in this Plan as of the first day of a Plan Year shall complete, execute and return to the Administrator an election form prior to the first day of such Plan Year, or such earlier deadline as may be established by the Administrator.

2.2.1 Notwithstanding the foregoing, a selected individual who first becomes eligible to participate in this Plan (and all other like-type plans of the Sponsors, Employers and their Affiliates that are required to be aggregated for purposes of Section 409A) after the first day of a Plan Year must complete these requirements with respect to deferrals of Base Compensation within 30 days after such individual first becomes eligible to participate in the Plan, or within such earlier deadline as may be established by the Administrator, in its sole discretion, in order to participate for such period. In such event, such individual's participation in the Plan will commence as soon as administratively feasible after he or she elects to participate in the Plan, and such individual shall be permitted to defer under this Plan the portion of such individual's Base Compensation that is earned with respect to services performed on and after such individual's participation commencement date.

2.2.2 Each selected individual who is eligible to participate in the Plan shall commence participation in the Plan only after such individual has met all enrollment requirements set forth in the Plan and required by the Administrator, including, without limitation, returning all required documents to the Administrator within the specified time period. Notwithstanding the foregoing, the Administrator shall process such Participant's deferral elections as soon as administratively feasible after such deferral elections are received by the Administrator.

2.2.3 If an individual fails to meet all requirements contained in this Section 2.2 within the period required, such individual will not be eligible to participate in the Plan during such Plan Year. For the avoidance of doubt, neither this Section 2.2 nor any other provision of this Article 2 shall be construed to permit a Participant who ceases to be

an Eligible Individual and in a subsequent Plan Year again becomes an Eligible Individual to participate before the beginning of the Plan Year following the Plan Year in which he or she again becomes an Eligible Individual, unless such Participant is rehired following a termination of employment in which event Section 2.3 shall govern.

2.3 Special Eligibility Rule for Former Participants. If a Participant terminates employment with the Employer and its applicable Affiliates and such Participant is subsequently rehired by an Employer as an Eligible Individual, then:

2.3.1 If the Participant is rehired in the same Plan Year as the Plan Year in which the Participant terminated employment, then the Participant's deferral elections for the Plan Year (if any) shall be automatically reinstated and shall apply to all compensation received after rehire (including Base Compensation received in the remainder of the Plan Year and Incentive Awards earned during the Plan Year but paid in a subsequent Plan Year); or

2.3.2 If the Participant is rehired in a subsequent Plan Year, and is selected for participation in this Plan by the Administrator, and either:

(a) has been paid all amounts deferred under this Plan (and all other like-type plans of the Sponsors, Employers and all Affiliates which are required to be aggregated for purposes of Section 409A), and on and before the date of the last payment was not eligible to continue (or elect to continue) to participate in this Plan (and all other like-type plans of the Sponsors, Employers and all Affiliates which are required to be aggregated for purposes of Section 409A) for periods after the last payment, or

(b) has not been eligible to participate in this Plan (or any other like-type plan of any Sponsor, Employer or applicable Affiliate that is required to be aggregated with the Plan for purposes of Section 409A) at any time during the 24-month period ending on the date such employee is selected for participation in the Plan, other than by the accrual of earnings,

then the Administrator may designate that such individual will be allowed to re-enter the Plan as a Participant as of a fixed prospective date that is other than the first day of a Plan Year so long as that prospective date is within 30 days of selection. Such individual will be subject to the same enrollment requirements as any other selected individual who first becomes eligible to participate in the Plan after the first day of a Plan Year as provided in Section 2.2. A Participant whose employment is transferred to an Affiliate that has not adopted the Plan (or any other like-type plan that is required to be aggregated with the Plan for purposes of Section 409A) and who otherwise meets the requirements of this Section 2.3 shall be treated as incurring a Separation from Service.

2.4 Special Rule for Certain Employees of Acquired Companies. If an employee of any company that is acquired by a Sponsor, Employer or an applicable Affiliate (an "***Acquired Company***"): (a) is an Eligible Individual; (b) has not been eligible to participate in any account balance deferred compensation plan that is required to be aggregated with the Plan for purposes of Section 409A (other than by the accrual of earnings) at any time during the 24-month period ending on the date such employee is selected for participation in the Plan; and (c) is selected for participation in the Plan by the Administrator, the Administrator may designate that such employee shall be allowed to enter the Plan as a Participant as of a fixed prospective date that is other than the first day of a Plan Year so long as that prospective date is within 30 days of selection. Such employee shall be

subject to the same enrollment requirements as any other selected employee who first becomes eligible to participate in the Plan after the first day of a Plan Year as provided in Section 2.2. The Administrator may establish additional rules and procedures relating to employees of acquired companies that are participating, or are eligible to participate, in a deferred compensation plan at the time of acquisition, including rules governing the circumstances which a deferral election made under an Acquired Company's plan shall be deemed to have been made under this Plan.

2.5 Termination of Participation. If an individual selected for participation in the Plan for one Plan Year is not selected for a subsequent Plan Year, no further deferrals shall be made by or for such individual in that subsequent Plan Year. If an individual selected for participation in this Plan ceases to be a member of a select group of management or highly compensated employees (as that expression is used under ERISA), such individual's deferral elections shall be cancelled as of the first day of the Plan Year beginning after such individual ceases to be a member of a select group of management or highly compensated employees; provided that, any deferral election made with respect to an Incentive Award earned during a prior Plan Year will continue to apply even if the Incentive Award is payable after the first day of such Plan Year. In the event that a Participant is no longer eligible to defer compensation under this Plan, the Participant's Account shall continue to be governed by the terms of the Plan until such time as the Participant's Account is paid in accordance with the terms of the Plan.

2.6 Special Rule for Non-US Participants. If an individual is compensated by a Company Affiliate located outside of the United States, and such compensation is paid outside of the United States (a "***Non-US Participant***"), such individual will not be eligible to participate in the Plan. If a Participant becomes a Non-US Participant, any compensation paid by such Affiliate shall not be included in his or her Incentive Awards, Equity Awards or Base Compensation for purposes of Article 3, and the last sentence of Section 2.5 shall apply to such Participant as if he or she had ceased to be a member of a select group of management or highly compensated employees. If an otherwise Eligible Individual ceases to be a Non-US Participant during a Plan Year, and is or becomes employed within the United States as an Eligible Individual, such individual will be subject to the same enrollment requirements as any other selected individual who first becomes eligible to participate in the Plan after the first day of a Plan Year as provided in Section 2.2. Notwithstanding the foregoing, an individual who is compensated both by an Employer located within the United States and an Affiliate located outside of the United States during the same period, may continue to be, or, if otherwise eligible, may become, a Participant, but only compensation paid within the United States shall be included in his or her Incentive Awards, Equity Awards or Base Compensation. For purposes of this Section 2.6, any territory or possession of the United States that is not subject to Code will be considered to be outside of the United States.

ARTICLE 3
INCENTIVE DEFERRAL OPTION AND SALARY DEFERRAL OPTION PLAN.

3.1 Incentive Deferral Option.

3.1.1 Amount of Deferrals. A Participant may elect to defer up to 100% of such Participant's Incentive Awards. To be effective for an Incentive Award paid during a Plan Year, the deferral election must be received by the Administrator prior to the first day of the Plan Year in which the Incentive Award is earned. Such election shall be irrevocable for the Plan Year with respect to which it is made once it has been accepted by the Administrator. Effective as of 30 days after Plan adoption, a Participant who first becomes eligible to participate in the Plan on or after the first day of a Plan Year will not be eligible to defer any portion of his or her Incentive Award earned during the Plan Year during which he or she becomes eligible to participate.

3.1.2 Crediting to Accounts. The Administrator shall cause to be credited to the Account of each Participant the amount, if any, of such Participant's voluntary deferrals of any Incentive Awards under Section 3.1.1. Such amount shall be credited as soon as administratively feasible after the day such Incentive Award would otherwise have been paid to the Participant and shall be fully vested.

3.1.3 Matching Credits. Commencing with Incentive Awards earned in the second Plan Year, matching amounts may be credited with respect to the portion of such Incentive Awards that is deferred if, and only if, the Administrator, in its sole discretion, affirmatively declares that matching amounts shall be credited (and the amount of such matching amounts, if any). Such matching amounts shall be credited as soon as administratively feasible on or after the day the related deferral of the Incentive Award is credited, or in the case of Incentive Awards earned in 2025 and thereafter, as soon as administratively feasible after the Administrator determines the amount of such matching contributions, if any, and in either case shall be fully vested (except as otherwise determined by the Administrator in the case of matching contributions made with respect to Incentive Awards earned in 2026 and thereafter).

3.2 Salary Deferral Option.

3.2.1 Amount of Deferrals. A Participant may elect to defer up to 50% of such Participant's Base Compensation for a Plan Year. To be effective for a Plan Year, the deferral election must be received by the Administrator prior to the first day of the Plan Year (or such earlier deadline designated by the Administrator). Such election shall be irrevocable for the Plan Year with respect to which it is made once it has been accepted by the Administrator. If a Participant first becomes eligible to participate in the Plan after the first day of such Plan Year, the Participant's deferral election shall apply with respect to Base Compensation paid for services to be performed after the deferral election is received by the Administrator.

3.2.2 Crediting to Accounts. The Administrator shall cause to be credited to the Account of each Participant the amount, if any, of such Participant's voluntary deferrals of salary or other pay under Section 3.2.1. Such amount shall be credited as soon as administratively feasible after the day such salary or other pay would otherwise have been paid to the Participant and shall be fully vested.

3.2.3 Matching Credits. Commencing with Base Compensation paid in the second Plan Year, matching amounts may be credited with respect to the portion of such Base Compensation that is deferred if, and only if, the Administrator, in its sole discretion, affirmatively declares that matching amounts shall be credited (and the amount of such matching amounts, if any). Such matching amounts shall be credited as soon as administratively feasible on or after the day the related deferral of the Base Compensation is credited, or as soon as administratively feasible after the Administrator determines the amount of such matching contributions, if any, and in either case shall be fully vested (except as otherwise determined by the Administrator).

3.3 Equity Award Deferral Option.

3.3.1 Amount of Deferrals. Subject to the prior approval of the Administrator, a Participant may elect to defer up to 100% of such Participant's Equity Awards. To the extent permitted under Section 409A and the Treasury Regulations related thereto, the deferral election must be received by the Administrator prior to the first day of the Plan Year in which the Equity Award is granted (or for Equity Awards that are

performance-based, at least 12 months prior to the end of the applicable performance period). Such election shall be irrevocable once it has been accepted by the Administrator.

3.3.2 Crediting to Accounts. The Administrator shall cause to be credited to the Account of each Participant the amount, if any, of such Participant's voluntary deferrals of any Equity Awards under Section 3.3.1. Such amount shall be credited as soon as administratively feasible after the day such Equity Award would otherwise have been paid to the Participant, and shall be fully vested.

3.3.3 No Matching Credits. No matching amounts shall be credited for deferrals of Equity Awards under Section 3.3.1.

3.4 Sponsor Discretionary Supplements. Upon written notice to one or more Participants and to the Administrator, the Administrator may determine that additional amounts shall be credited to the Accounts of such Participants. Such notice shall also specify the date of such crediting. Notwithstanding Article 6, such notice may also establish vesting rules for such amounts, in which case separate Accounts shall be established for such amounts for such Participants.

3.5 Limitation on Deferrals. Notwithstanding any other provision of this Plan, any amount deferred by a Participant from any paycheck shall not exceed the amount that would accommodate current payment of all required withholdings from such paycheck.

ARTICLE 4
CREDITS FROM MEASURING INVESTMENTS.

4.1 Designation of Investments by Participants. Through any written or electronic means approved by the Administrator, each Participant shall designate the following "Measuring Investments," which shall be used to determine the value of such Participant's Account (until changed as provided herein):

4.1.1 One or more Measuring Investments for the current Account balance, and

4.1.2 One or more Measuring Investments for amounts that are credited to the Account in the future.

The Accounts and such Measuring Investments are specified solely as a device for computing the amount of benefits to be paid by the Sponsors under the Plan, and the Sponsors are not required to purchase such investments. The Measuring Investments shall be listed in the enrollment guide for the Plan. Participants may change the Measuring Investment designations for their Accounts as of any business date of the Plan Year.

4.2 Selection and Change of Available Measuring Investments. The Administrator shall have the exclusive authority to select the Measuring Investments that are available to be designated by Participants, and may remove or replace Measuring Investments, or add to the list of available Measuring Investments, at any time in its sole discretion. All Measuring Investments shall reflect a rate of return that does not exceed either the rate of return on a predetermined actual investment or a reasonable rate of interest, as determined under Treasury Regulation §31.3121(v)-1(d)(2)(i)(A). The Administrator may designate the Measuring Investment that will be used for Participants who fail to make an effective designation pursuant to Section 4.1.

4.3 Operational Rules for Measuring Investments. The Administrator shall adopt rules specifying the Measuring Investments, the circumstances under which a particular Measuring Investment may be elected, the minimum or maximum amount or percentage of an Account that may

be allocated to a Measuring Investment, the procedures for making or changing Measuring Investment elections, the extent (if any) to which Beneficiaries of deceased Participants may make Measuring Investment elections and the effect of a Participant's or Beneficiary's failure to make an effective Measuring Investment election with respect to all or any portion of an Account. Notwithstanding the foregoing, any rules or revision with respect to deemed investment in Company common stock elections by a Section 16 Officer shall be made only by the Board.

ARTICLE 5
OPERATIONAL RULES.

5.1 Operational Rules for Deferrals. A Participant's elections to defer compensation under Article 3 that are made for a Plan Year shall apply to such Plan Year and to any subsequent Plan Year, unless the terms of the election materials for such subsequent Plan Year specify that the prior Plan Year's election shall not remain in effect, or the Participant makes an affirmative election for such Plan Year. Whether an election made in a prior enrollment period will apply to a subsequent Plan Year will be specified in the applicable election materials for such subsequent Plan Year. If a Participant's pay after deferrals is not sufficient to cover pre-tax and after-tax benefit payroll deductions, and tax or other payroll withholding requirements, the Participant's deferrals shall be reduced to the extent necessary to meet such requirements.

5.2 Establishment of Accounts. There shall be established for each Participant an unfunded, bookkeeping Account.

5.3 Adjustment of Accounts. The Administrator shall cause the value of each Account to be increased (or decreased) from time to time for additions distributions, investment gains (or losses) and expenses charged to the Account.

5.4 Accounting Rules. The Administrator may adopt (and revise) accounting rules for adjustment of the Accounts.

ARTICLE 6
VESTING OF ACCOUNTS.

Any discretionary matching amounts credited to the Account of any Participant under Sections 3.4, 3.2.3 and 3.4 shall be fully vested and nonforfeitable at the end of the five-year period from the date of contribution (except for any special vesting rules that apply to Sponsors discretionary supplements under Section 3.4). All amounts deferred by a Participant are fully vested and non-forfeitable upon deferral.

ARTICLE 7
SPENDTHRIFT PROVISION.

Participants and Beneficiaries shall have no power to transfer any interest in an Account nor shall any Participant or Beneficiary have any power to anticipate, alienate, dispose of, pledge or encumber the same while it is in the possession or control of the Sponsors, nor shall the Administrator recognize any assignment thereof, either in whole or in part, nor shall the Account be subject to attachment, garnishment, execution following judgment or other legal process (including without limitation any domestic relations order, whether or not a "qualified domestic relations order" under Section 414(p) of the Code and Section 206(d) of ERISA) before the Account is distributed to the Participant or Beneficiary.

The power to designate Beneficiaries to receive the Account of a Participant in the event of such Participant's death shall not permit or be construed to permit such power or right to be exercised by the Participant so as thereby to anticipate, pledge, mortgage or encumber such Participant's Account

or any part thereof. Any attempt by a Participant to so exercise said power in violation of this provision shall be of no force and effect and shall be disregarded by the Administrator.

ARTICLE 8
DISTRIBUTIONS.

8.1 Time of Distribution to Participant.

8.1.1 General Rule. Upon a Participant's Separation from Service, the Sponsor shall commence payment of such Participant's Account (reduced by the amount of any applicable payroll, withholding and other taxes) in the form and at the time designated by the Participant pursuant to Section 8.3.

8.1.2 No Application for Distribution Required. A Participant's Account shall be distributed automatically following the Participant's Separation from Service. A Participant shall not be required to apply for distribution.

8.1.3 Effect of Reemployment. If a Participant is re-employed by the Employer or an Affiliate after Separation from Service, distribution of the Participant's Account shall be made in the manner described in Section 8.2 and shall not be suspended as a result of the Participant's reemployment.

8.2 Form of Distribution. Distribution of the Participant's Account shall be made in whichever of the following forms as the Participant shall have designated at the time of his or her enrollment (as described in Section 8.3):

8.2.1 Lump Sum. In the form of a single lump sum. The amount of such distribution shall be determined as soon as administratively feasible as of a Valuation Date following the Plan Year in which the Participant experienced a Separation from Service, and shall be actually paid to the Participant as soon as practicable after such determination (but not later than March 15 following such Plan Year).

8.2.2 Installments. In the form of a series of five or ten annual installments. If a Participant elects to receive payments in the form of installments, then pursuant to Section 409A and the Treasury Regulations issued thereunder (and for purposes of the re-election provisions in Section 8.4.3), the series of installment payments shall be treated as the entitlement to a single payment (rather than a series of separate payments). The amount of the first installment will be determined as soon as administratively feasible as of a Valuation Date following the Plan Year in which the Participant experienced a Separation from Service, and shall be actually paid to the Participant as soon as practicable after such determination (but not later than the last day of the February following such Plan Year). The amount of future installments will be determined as soon as administratively feasible following the end of each later Plan Year. The amount of each installment shall be determined by dividing the Account balance as of the Valuation Date as of which the installment is being paid, by the number of remaining installment payments to be made (including the payment being determined). Such installments shall be actually paid as soon as practicable after each such determination (but not later than March 15 following such Plan Year).

8.2.3 Six-Month Delay. If the Participant is a Specified Employee on the date of the Participant's Separation from Service, distribution shall be delayed until the later of (i) the date otherwise provided above, or (ii) the earlier of (A) the first business day of the seventh month following the month in which occurs the Participant's Separation from Service and (B) the date of the Participant's death. All amounts that would

otherwise have been paid prior to such date shall be paid as soon as practicable after such date, and the timing of payment of any subsequent installments shall be determined without regard to this Section 8.2.3.

8.3 Election of Form of Distribution by Participant.

8.3.1 Initial Enrollment. Through any written or electronic means approved by the Administrator, each Participant shall elect at the time of initial enrollment in the Plan whether distribution shall be made (as described in Section 8.2) in either (a) an immediate lump sum or (b) five or ten annual installments. Such election shall apply with respect to distribution of that portion of the Participant's Account attributable to deferrals and matching credits (if any) for the Participant's initial year of participation in the Plan and any investment gains or losses on such deferrals and matching credits (if any). An initial distribution election shall apply to amounts deferred in a subsequent Plan Year, unless the terms of the election materials for such Plan Year specify that the prior year's distribution election shall not remain in effect.

8.3.2 Default Election of Form of Distribution. If a Participant fails to elect a form of distribution for any Plan Year, and no prior year election applies pursuant to Section 8.3.1, such Participant shall be deemed to have elected that distribution of amounts attributable to such Plan Year be made in an immediate lump sum as described in Section 8.2.1. For avoidance of doubt, if the terms of the election materials for a Plan Year specify that the prior year election will not remain in effect for such Plan Year, this Section 8.3.2 shall apply unless the Participant makes an affirmative election.

8.3.3 Re-Election of Form of Distribution. Through any written or electronic means approved by the Administrator, the Participant may elect from time to time to change the form of payment for a specified portion of the Participant's Account or to delay payment of a specified portion of the Participant's Account. Each subsequent distribution election shall be effective as to the specified portion of the Participant's Account. Notwithstanding the foregoing, any new distribution election shall be disregarded as if it had never been filed (and the prior distribution election shall be given effect) unless the distribution election:

(a) is filed by a Participant while employed by the Employer or an applicable Affiliate thereof,

(b) is filed with the Administrator at least 12 months before the Participant's Separation from Service or death,

(c) has the effect of delaying payment of the lump sum (or, in the case of installments which are treated as the entitlement to a single payment (and not a series of separate payments), the initial commencement date) under the prior election for at least five years, and

(d) shall not take effect until at least 12 months after the date it is filed with the Administrator.

8.3.4 Limitations on Elections. A Participant who makes an election pursuant to Section 8.3.3 may not make another election with respect to the same portion of the Participant's Account until 12 months have elapsed since the prior election was made, and may not make more than two elections pursuant to Section 8.3.3 with respect to the same portion of the Participant's Account. The Administrator may waive the foregoing, limitations, and may impose additional limitations on elections made

pursuant to Section 8.3.3, including imposing limits on the maximum period of time that distributions may commence (or that the final installment payment may be made) following a participant's Separation from Service. No spouse, former spouse, Beneficiary or other person shall have any right to participate in the Participant's decision to revise distribution elections. Notwithstanding the foregoing, the Administrator shall interpret all provisions of this Plan relating to the change of any distribution election in a manner that is consistent with Section 409A and the regulations and other guidance issued thereunder. Accordingly, if the Administrator determines that a requested revision to a distribution election is inconsistent with Section 409A or other applicable tax law, the request shall not be effective.

8.3.5 Form of Distribution. The new form of distribution elected by the Participant must be a form that is permitted for initial elections pursuant to Section 8.2 at the time the new election is made.

8.4 Payment to Beneficiary Upon Death of Participant.

8.4.1 Payment to Beneficiary When Death Occurs Before Separation from Service. If a Participant dies before Separation from Service, such Participant's Beneficiary will receive payment of the Participant's Account at the same time and in the same form the Participant would have received it if the Participant had experienced a Separation from Service on the date of death.

8.4.2 Payment to Beneficiary When Death Occurs After Separation from Service. If a Participant dies after a Separation from Service, the Participant's Beneficiary shall receive distribution of the Participant's Account at the same time and in the same form the Participant would have received it if the Participant had survived.

8.4.3 Beneficiary Not Required to Apply for Distribution. Distribution shall be made to the Beneficiary when the Administrator receives notice of the Participant's death, without the requirement of an application.

8.4.4 Election of Measuring Investments by Beneficiaries. A Beneficiary of a deceased Participant shall generally have the same rights to designate Measuring Investments for the Participant's Account that Participants have under Article 4. The Administrator may adopt (and revise) rules to govern designations of Measuring Investments by Beneficiaries. Unless changed by the Administrator, the following rules shall apply:

(a) The Measuring Investments for the Account of a deceased Participant shall not be changed until the Beneficiary so determines.

(b) If a deceased Participant has more than one Beneficiary, the unanimous consent of all Beneficiaries shall be required to change Measuring Investments for such Participant's Account.

8.5 Designation of Beneficiaries.

8.5.1 Right to Designate. Each Participant may designate, upon forms to be furnished by and filed with the Administrator (or through other means approved by the Administrator), one or more primary Beneficiaries or alternative Beneficiaries to receive all or a specified part of such Participant's Account in the event of such Participant's death. The Participant may change or revoke any such designation from time to time without notice to or consent from any Beneficiary. No such designation,

change or revocation shall be effective unless executed by the Participant and received by the Administrator during the Participant's lifetime.

8.5.2 Failure of Designation. If a Participant:

(a) fails to designate a Beneficiary,

(b) designates a Beneficiary and thereafter revokes such designation without naming another Beneficiary, or

(c) designates one or more Beneficiaries and all such Beneficiaries so designated fail to survive the Participant, such Participant's Account, or the part thereof as to which such Participant's designation fails, as the case may be, shall be payable to the first class of the following classes of automatic Beneficiaries in which a member survives the Participant and (except in the case of surviving issue) in equal shares if there is more than one member in such class surviving the Participant:

(i) Participant's surviving spouse;

(ii) Participant's surviving issue per stirpes and not per capita; and

(iii) Representative of Participant's estate.

8.5.3 Disclaimers by Beneficiaries. A Beneficiary entitled to a distribution of all or a portion of a deceased Participant's Account may disclaim an interest therein subject to the following requirements. To be eligible to disclaim, a Beneficiary must be a natural person, must not have received a distribution of all or any portion of the Account at the time such disclaimer is executed and delivered, and must have attained at least age 21 years as of the date of the Participant's death. Any disclaimer must be in writing and must be executed personally by the Beneficiary before a notary public. A disclaimer shall state that the Beneficiary's entire interest in the undistributed Account is disclaimed or shall specify what portion thereof is disclaimed. To be effective, the original disclaimer must be executed, notarized and actually delivered to the Administrator after the date of the Participant's death but not later than nine months after the date of the Participant's death. A disclaimer shall be irrevocable when delivered to the Administrator. A disclaimer shall be considered to be delivered to the Administrator only when actually received by the Administrator. The Administrator shall be the sole judge of the content, interpretation and validity of a purported disclaimer. Upon the filing of a valid disclaimer, the Beneficiary shall be considered not to have survived the Participant as to the interest disclaimed. A disclaimer by a Beneficiary shall not be considered to be a transfer of an interest in violation of any other provisions under this Plan. No other form of attempted disclaimer shall be recognized by the Administrator.

8.5.4 Definitions. When used herein and, unless the Participant has otherwise specified in the Participant's Beneficiary designation, when used in a Beneficiary designation, "issue" means all persons who are lineal descendants of the person whose issue are referred to, subject to the following:

(a) a legally adopted child and the adopted child's lineal descendants always shall be lineal descendants of each adoptive parent (and of each adoptive parent's lineal ancestors);

(b) a legally adopted child and the adopted child's lineal descendants never shall be lineal descendants of any former parent whose parental rights were terminated by the adoption (or of that former parent's lineal ancestors); except that if, after a child's parent has died, the child is legally adopted by a stepparent who is the spouse of the child's surviving parent, the child and the child's lineal descendants shall remain lineal descendants of the deceased parent (and the deceased parent's lineal ancestors);

(c) if the person (or a lineal descendant of the person) whose issue are referred to is the parent of a child (or is treated as such under applicable law) but never received the child into that parent's home and never openly held out the child as that parent's child (unless doing so was precluded solely by death), then neither the child nor the child's lineal descendants shall be issue of the person.

The term "child" means an issue of the first generation; "per stirpes" means in equal shares among living children of the person whose issue are referred to and the issue (taken collectively) of each deceased child of such person, with such issue taking by right of representation of such deceased child; and "survive" and "surviving" mean living after the death of the Participant.

8.5.5 Special Rules. Unless the Participant has otherwise specified in the Participant's Beneficiary designation, the following rules shall apply:

(a) If there is not sufficient evidence that a Beneficiary was living at the time of the death of the Participant, it shall be deemed that the Beneficiary was not living at the time of the death of the Participant.

(b) The automatic Beneficiaries specified in Section 8.5.2 and the Beneficiaries designated by the Participant shall become fixed at the time of the Participant's death so that, if a Beneficiary survives the Participant but dies before the receipt of all payments due such Beneficiary hereunder, such remaining payments shall be payable to the representative of such Beneficiary's estate.

(c) If the Participant designates as a Beneficiary the person who is the Participant's spouse on the date of the designation, either by name or by relationship, or both, the dissolution, annulment or other legal termination of the marriage between the Participant and such person shall automatically revoke such designation. (The foregoing shall not prevent the Participant from designating a former spouse as a Beneficiary on a form executed by the Participant and received by the Administrator after the date of the legal termination of the marriage between the Participant and such former spouse, and during the Participant's lifetime.)

(d) Any designation of a non-spouse Beneficiary by name that is accompanied by a description of relationship to the Participant shall be given effect without regard to whether the relationship to the Participant exists either then or at the Participant's death.

(e) Any designation of a Beneficiary only by statement of relationship to the Participant shall be effective only to designate the person or persons standing in such relationship to the Participant at the Participant's death.

(f) Notwithstanding any other provision of the Plan or any election or designation made under the Plan, any potential Beneficiary who feloniously and intentionally kills a Participant or another Beneficiary shall be deemed for all purposes of the Plan and all elections and designations made under the Plan to have died before such Participant or other Beneficiary. A final judgment of conviction of felonious and intentional killing is conclusive for this purpose. In the absence of a conviction of felonious and intentional killing, the Administrator shall determine whether the killing was felonious and intentional for this purpose.

The Administrator shall be the sole judge of the content, interpretation and validity of a purported Beneficiary designation.

8.6 Death Prior to Full Distribution. If, at the death of the Participant, any payment to the Participant was due or otherwise pending but not actually paid, the amount of such payment shall be included in the Account which is payable to the Beneficiary (and shall not be paid to the Participant's estate).

8.7 Facility of Payment. In case of minority, incapacity or legal disability of a Participant or Beneficiary entitled to receive any distribution under this Plan, payment shall be made, if the Administrator shall be advised of the existence of such condition:

8.7.1 to the court-appointed guardian or conservator of such Participant or Beneficiary, or

8.7.2 if there is no court-appointed guardian or conservator, to the lawfully authorized representative of the Participant or Beneficiary (and the Administrator, in his or her sole discretion, shall determine whether a person is a lawfully authorized representative for this purpose), or

8.7.3 to an institution entrusted with the care or maintenance of the incapacitated or disabled Participant or Beneficiary, provided such institution has satisfied the Administrator, in his or her sole discretion, that the payment will be used for the best interest and assist in the care of such Participant or Beneficiary, and provided further, that no prior claim for said payment has been made by a person described in Sections 8.7.1 or 8.7.2 above.

Any payment made in accordance with the foregoing provisions of this section shall constitute a complete discharge of any liability or obligation of the Sponsors therefor.

8.8 In-Service Distributions.

8.8.1 Specified Date Withdrawals. Each Participant shall have the opportunity, when enrolling in the Plan for each Plan Year, to elect one (1) or more specified date withdrawal dates for the total amount of the Participant's Account attributable to deferral and matching credits (if any) for such Plan Year and any subsequent investment gains of losses on such deferrals and matching credits (if any), subject to the following rules:

(a) Such election shall be made through a written or electronic means approved by the Administrator.

(b) No such distribution shall be made before January 1 of the calendar year that follows the third full Plan Year after the Participant was first eligible to elect a specified date withdrawal from that portion of the Participant's Account

attributable to deferrals and matching credits (if any) for such Plan Year and any subsequent investment gains or losses on such amounts (*e.g.*, the earliest specified date withdrawal date for any deferrals made in 2025 is January 1, 2029).

(c) A Participant may receive more than one specified date withdrawal in any Plan Year but only if each distribution is attributable to deferrals and matching credits for different Plan Years. Only one specified date withdrawal may be made in any Plan Year from that portion of the Participant's Account attributable to deferrals and matching credits (if any) for the same Plan Year.

(d) A Participant who elects a specified date withdrawal date and subsequently experiences a Separation from Service, will receive such specified date withdrawal, if the specified date withdrawal date is prior to the distribution of the Participant's total Account.

(e) Through a written or electronic means approved by the Administrator, the Participant may elect to postpone any specified date withdrawal for at least five years. A Participant who makes an election pursuant to this Section 8.8.1(e) may not make another election with respect to the same portion of the Participant's Account until 12 months have elapsed since the prior election was made, and may not make more than two elections pursuant to this Section 8.8.1(e) with respect to the same portion of the Participant's Account. The Participant must file the election with the Administrator at least 12 months before the original scheduled date of distribution. Such election shall not take effect until at least 12 months after the date it is filed with the Administrator.

(f) A Participant may not cancel or make any change to the time or form of payment of a specified date withdrawal, except as permitted by Section 8.8.1(e).

(g) The distribution amount shall be determined as soon as administratively feasible as of a Valuation Date on or after the specified date withdrawal date and shall be actually paid as soon as practicable after such determination.

8.8.2 In-Service Distribution for Unforeseeable Emergency. A Participant who has incurred an unforeseeable emergency may request an in-service distribution while employed from the Participant's Account if the Administrator determines that such distribution is for one of the purposes described in Section 8.8.2(b) below and the conditions in Section 8.8.2(b) below have been satisfied.

(a) Election. A Participant may elect in writing to receive distribution of all or a portion of the Participant's Account prior to Separation from Service, to alleviate an unforeseeable emergency (as defined in Section 8.8.2(b) below). A Beneficiary of a deceased Participant may also request an early distribution for an unforeseeable emergency.

(b) Unforeseeable Emergency Defined. For purposes of this Section 8.8.2(b), an "unforeseeable emergency" means a severe financial hardship to the Participant resulting from:

(i) an illness or accident of the Participant, the Participant's spouse, the Participant's Beneficiary, or the Participant's

dependent (as defined in Section 152 of the Code, without regard to Sections 152(b)(1), 152(b)(2) and 152(d)(1)(B) of the Code),

(ii) the loss of the Participant's property due to casualty, or

(iii) other similar extraordinary and unforeseeable emergency circumstances arising as a result of events beyond the control of the Participant.

Whether a Participant is faced with an unforeseeable emergency will be determined based on the relevant facts and circumstances. To the extent the severe financial hardship is or may be relieved either (i) through reimbursement or compensation by insurance or otherwise, or (ii) by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship), then the hardship shall not constitute an unforeseeable emergency for purposes of this Plan and the amount of distribution permitted under Section 8.8.2(c) shall be reduced accordingly. The amount that a Participant could obtain from a tax qualified retirement plan (including a hardship withdrawal or loan from such a plan) shall not be taken into account in determining the extent to which the hardship may be relieved. If a Beneficiary of a deceased Participant requests an early distribution for an unforeseeable emergency, then the references in this definition to "Participant" shall be deemed to be references to such Beneficiary.

(c) Distribution Amount. The amount of such distribution is limited to the amount reasonably necessary to satisfy the unforeseeable emergency, taking into account any tax payable upon the distribution. The amount of such distribution shall be determined as soon as administratively feasible following the receipt and approval of the request by the Administrator or his or her designee and shall be actually paid as soon as administratively practicable after such determination. If the Participant has elected different times or forms of payment for deferrals from different Plan Years, the allocation of the distribution among Plan Years shall be as determined by the Administrator.

8.9 Distributions in Cash. All distributions from this Plan shall be made in cash.

8.10 Rule Governing Distribution Elections. The Administrator may make, and revise from time to time, rules and procedures governing the election of distributions, which rules and procedures may limit the right of Participants or Beneficiaries to make and revise such elections. No Participant or Beneficiary shall be considered to have a vested right in the ability to make or revise elections governing the time or form of distribution.

ARTICLE 9
FUNDING OF PLAN.

9.1 Unfunded Plan. The obligation of any Sponsor to make payments under the Plan constitutes only the unsecured (but legally enforceable) promises of that Sponsor to make such payments. No Participant shall have any lien, prior claim or other security interest in any property of any Sponsor. The Sponsors shall have no obligation to establish or maintain any fund, trust or account (other than a bookkeeping account) for the purpose of funding or paying the benefits promised under the Plan. If such a fund, trust or account is established, the property therein that is allocable to a

particular Sponsor shall remain the sole and exclusive property of that Sponsor. The Sponsors shall be obligated to pay the cost of the Plan out of their general assets. All references to accounts, accruals, gains, losses, income, expenses, payments, custodial funds and the like are included merely for the purpose of measuring the obligation of the Sponsors to Participants in the Plan and shall not be construed to impose on the Sponsors the obligation to create any separate fund for purposes of the Plan.

9.2 Corporate Obligation. Neither any officer of any Sponsor nor the Administrator in any way secures or guarantees the payment of any benefit or amount which may become due and payable hereunder to or with respect to any Participant. Each Participant and other person entitled at any time to payments hereunder shall look solely to the assets of such Participant's Sponsor for such payments as an unsecured, general creditor. After benefits have been paid to or with respect to a Participant and such payment purports to cover in full the benefit hereunder, such former Participant or other person or persons, as the case may be, shall have no further right or interest in any other Plan assets. No person shall be under any liability or responsibility for failure to effect any of the objectives or purposes of the Plan by reason of the insolvency of any of the Sponsors.

ARTICLE 10
AMENDMENT AND TERMINATION.

10.1 Amendment and Termination. The Committee may unilaterally amend the Plan prospectively, retroactively or both, at any time and for any reason deemed sufficient by it without notice to any person affected by this Plan and the Board may terminate this Plan both with regard to persons receiving benefits and persons expecting to receive benefits in the future; provided, however, that:

10.1.1 No Reduction or Delay. The benefit, if any, payable to or with respect to a Participant, whether or not the Participant has had a Separation from Service, as of the effective date of such amendment, shall not be, without the written consent of the Participant, diminished or delayed by such amendment.

10.1.2 Cash Lump Sum Payment. To the extent permissible under Section 409A and related treasury regulations and guidance, if the Board terminates the Plan completely with respect to all Participants, the Board shall have the right, in its sole discretion, and notwithstanding any elections made by Participants, to immediately pay all benefits in a lump sum following such Plan termination.

10.2 Additional Rules.

10.2.1 Section 16 Officers. Notwithstanding anything in this Plan to the contrary, the Administrator may adopt rules to facilitate compliance with the rules and requirements of the Securities and Exchange Commission, including Section 16 of the Securities and Exchange Act of 1934, as amended, which rules may limit rights under this Plan for Section 16 Officers.

10.2.2 Clawback Policies. Without limiting the generality of Section 10.2.1, to the extent that any portion of a Participant's Account represents the deferral of the Participant's Incentive Award or Equity Award that constitutes (or would have constituted if it had not been deferred) erroneously award compensation, as set forth in any clawback policy maintained by the Company, such portion shall be forfeited to the extent necessary to comply with such applicable clawback policy. In addition, if a Participant has received any compensation that constitutes erroneously awarded compensation, or is subject to recoupment under any of the clawback policies maintained by the Company, and was not deferred under this Plan, the balance in the

Participant's Account may be forfeited to enable the Company to recoup such amount pursuant to the applicable clawback policy. By electing to defer any portion of his or her compensation, each Participant will be deemed to have consented to the application of the foregoing provisions.

10.3 No Oral Amendments. No modification of the terms of the Plan or termination of this Plan shall be effective unless it is in writing and signed on behalf of the Board by a person authorized to execute such writing. No oral representation concerning the interpretation or effect of the Plan shall be effective to amend the Plan.

10.4 Plan Binding on Successors. The Sponsor shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise of all or substantially all of the business and/or assets of the Company), by agreement, to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Sponsor would be required to perform it if no such succession had taken place.

10.5 Certain Amendments. The Administrator may unilaterally amend the Plan to the same extent, and subject to the same limitations, as the Committee pursuant to Section 10.1; provided, however, that the Administrator shall not adopt any amendment that would materially increase the cost of the Plan, or that is required to be adopted by the Board or the Committee in order to comply with the requirements of the Code or the Exchange Act. The determination by the Administrator that the Administrator is authorized to adopt an amendment shall be presumed correct and any such amendment adopted by the Administrator shall be binding on all employees, Participants, Beneficiaries, and other persons claiming a benefit under the Plan.

10.6 Establishment of a Trust. Immediately prior to any event that constitutes a Change of Control, the Administrator must establish a trust to assist the Sponsor in meeting its obligations under the Plan; provided that, any trust created by the Sponsor, and any assets held by such trust to assist the Sponsor in meeting its obligations under the Plan, shall be structured in a way to avoid immediate taxation to Participants in the Plan. Except in the case of a Change of Control, the Administrator reserves the absolute right, in its sole and exclusive discretion, to direct (or refrain from directing) the transfer over to the trust of such assets to the extent the Administrator deems advisable, provided that no such transfer, trust or other arrangement entered into by the Administrator on behalf of the Sponsor shall affect the status of the Plan as unfunded for purposes of ERISA or the Code.

ARTICLE 11
DETERMINATIONS - RULES AND REGULATIONS.

11.1 Determinations. The Administrator shall make such determinations as may be required from time to time in the administration of the Plan. The Administrator shall have the discretionary authority and responsibility to interpret and construe the Plan and to determine all factual and legal questions under the Plan, including but not limited to the entitlement of Participants and Beneficiaries, and the amounts of their respective interests. Each interested party may act and rely upon all information reported to them hereunder and need not inquire into the accuracy thereof, nor be charged with any notice to the contrary.

11.2 Rules, Regulations and Procedures. The Administrator may adopt, and revise from time to time, such rules, regulations and procedures as it deems to be necessary or appropriate for the administration of the Plan. If any rule, regulation or procedure adopted by the Administrator is inconsistent with any provision of the Plan that is administrative or ministerial in nature, including any provision of the Plan that relates to the time or manner for making any election or performing any action, the Plan shall be deemed amended to the extent of the inconsistency.

11.3 Method of Executing Instruments. Information to be supplied or written notices to be made or consents to be given by the Sponsor or the Administrator pursuant to any provision of the Plan may be signed in the name of the Sponsor or the Administrator by any officer who has been authorized to make such certification or to give such notices or consents.

ARTICLE 12
PLAN ADMINISTRATION.

12.1 Officers. Except as hereinafter provided, functions generally assigned to the Sponsor shall be discharged by the Company's officers or delegated and allocated as provided herein.

12.2 Board. Notwithstanding the foregoing, the Board shall have the authority to terminate the Plan and the exclusive authority to determine eligibility of Section 16 Officers to participate in this Plan under Article 2.

12.3 Administrator. The Administrator shall:

12.3.1 keep a record of all its proceedings and acts and keep all books of account, records and other data as may be necessary for the proper administration of the Plans; notify the Sponsors of any action taken by the Administrator and, when required, notify any other interested person or persons;

12.3.2 determine from the records of the Employers and Sponsors the compensation, status and other facts regarding Participants and other employees;

12.3.3 prescribe forms to be used for distributions, notifications, etc., as may be required in the administration of the Plans;

12.3.4 set up such rules, applicable to all Participants similarly situated, as are deemed necessary to carry out the terms of this Plan;

12.3.5 perform all other acts reasonably necessary for administering the Plans and carrying out the provisions of this Plan and performing the duties imposed on it by the Board;

12.3.6 resolve all questions of administration of the Plans not specifically referred to in this Section 12.3;

12.3.7 in accordance with regulations of the US Secretary of Labor, provide adequate notice in writing to any claimant whose claim for benefits under the Plans has been denied, setting forth the specific reasons for such denial, written in a manner calculated to be understood by the claimant; and

12.3.8 delegate or redelegate to one or more persons, jointly or severally, and whether or not such persons are employees of the Employers or Sponsors, such functions assigned to the Administrator hereunder as it may from time to time deem advisable. To the extent any administrative functions were delegated to any person by the Administrator prior to the designation of any other Administrator, such delegation shall remain in effect until changed by the Administrator.

12.4 Delegation. The Board and the Administrator shall not be liable for an act or omission of another person with regard to a responsibility that has been allocated to or delegated to such other person pursuant to the terms of the Plan or pursuant to procedures set forth in the Plan.

12.5 Conflict of Interest. If any individual to whom authority has been delegated or redelegated hereunder shall also be a Participant in either Plan, such Participant shall have no authority with respect to any matter specially affecting such Participant's individual rights hereunder or the interest of a person superior to him or her in the organization (as distinguished from the rights of all Participants and Beneficiaries or a broad class of Participants and Beneficiaries), all such authority being reserved exclusively to other individuals as the case may be, to the exclusion of such Participant, and such Participant shall act only in such Participant's individual capacity in connection with any such matter.

12.6 Service of Process. In the absence of any designation to the contrary by the Administrator, the Chief Legal Officer of the Company is designated as the appropriate and exclusive agent for the receipt of process directed to the Plans in any legal proceeding, including arbitration, involving the Plan.

12.7 Expenses. All expenses of administering the Plan shall be payable out of the trust fund established for the Plan except to the extent that the Sponsors, in their discretion, directly pay the expenses.

12.8 Tax Withholding. The Sponsor (or its delegee) shall withhold the amount of any federal, state or local income tax or other tax required to be withheld by the Sponsor under applicable law with respect to any amount payable under the Plan.

12.9 Certifications. Information to be supplied or written notices to be made or consents to be given by the Administrator pursuant to any provision of this Plan may be signed in the name of the Administrator by any officer who has been authorized to make such certification or to give such notices or consents.

12.10 Errors in Computation or Payment. The Company, the Employer, the Sponsor and the Administrator shall not be liable or responsible for any error in the computation of the Account or the determination of any benefit payable to or with respect to any Participant resulting from any misstatement of fact made by the Participant or by or on behalf of any survivor to whom such benefit shall be payable, directly or indirectly, to the Sponsor and used by the Administrator in determining the benefit. The Administrator shall not be obligated or required to increase the benefit payable to or with respect to such Participant which, on discovery of the misstatement, is found to be understated as a result of such misstatement of the Participant. However, the benefit of any Participant which is overstated by reason of any such misstatement or any other reason shall be reduced to the amount appropriate in view of the truth (and to recover any prior overpayment). To the extent that any Participant or Beneficiary erroneously receives a payment under the Plan that is in excess of the amount that should have been paid (regardless of whether such error resulted from a misstatement by the Participant or Beneficiary, the Participant or Beneficiary shall be required to return the amount of the excess, and the Plan may take any action necessary or appropriate to recover the amount of the excess, including bringing an action against the Participant or Beneficiary, and the person receiving such excess shall be deemed to hold the excess (and any proceeds thereof)) in trust for the Plan.

ARTICLE 13
CONSTRUCTION.

13.1 Applicable Laws.

13.1.1 ERISA Status. The Plan is maintained with the understanding that the Plan is an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, and is therefore exempt from ERISA as provided in Section 201(2), Section 301(3) and Section 401(a)(1) of ERISA. Each provision shall be interpreted and administered

accordingly. If any individually contracted supplemental retirement arrangement with any Section 16 Officer is deemed to be covered by ERISA, such arrangement shall be included in the Plan but only to the extent that such inclusion is necessary to comply with ERISA.

13.1.2 IRC Status. This Plan is intended to be a nonqualified deferred compensation arrangement. The rules of Section 401(a) et. seq. of the Code shall not apply to this Plan. The rules of Section 3121(v) and Section 3306(r)(2) of the Code shall apply to this Plan. The rules of Section 409A shall apply to this Plan to the extent applicable and this Plan shall be construed and administered accordingly. It is expressly intended that for purposes of Section 409A, this Plan be considered an account balance plan that consists of amounts deferred at the election of the service provider and amounts deferred other than at the election of the service provider. Notwithstanding the foregoing, neither the Sponsor nor any of its officers, directors, agents or affiliates shall be obligated, directly or indirectly, to any Participant or any other person for any taxes, penalties, interest or like amounts that may be imposed on the Participant or other person on account of any amounts under this Plan or on account of any failure to comply with any Code section.

13.1.3 Securities Laws Compliance. If any security of the Company is offered as a Measuring Investment under the Plan, then decisions assigned in this Plan to the Administrator shall instead by made by the Board to the extent any such decision could affect the interest of any Section 16 Officer in securities of the Company, including without limitation any change in Valuation Dates.

13.1.4 References to Laws. Any reference in the Plan to a statute or regulation shall be considered also to mean and refer to any subsequent amendment or replacement of that statute or regulation.

13.2 Effect on Other Plans. This Plan shall not alter, enlarge or diminish any person's employment rights or obligations or rights or obligations under any other employee pension benefit or employee welfare benefit plan.

13.3 Rules of Document Construction.

13.3.1 Whenever appropriate, words used herein in the singular may be read in the plural, or words used herein in the plural may be read in the singular; the masculine may include the feminine; and the words "hereof," "herein" or "hereunder" or other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular paragraph or section of the Plan unless the context clearly indicates to the contrary.

13.3.2 The titles given to the various sections of the Plan are inserted for convenience of reference only and are not part of the Plan, and they shall not be considered in determining the purpose, meaning or intent of any provision hereof.

13.3.3 Notwithstanding anything apparently to the contrary contained in the Plan, the Plan shall be construed and administered to prevent the duplication of benefits provided under the Plans and any other qualified or nonqualified plan maintained in whole or in part by the Employers.

13.4 Governing Law; Waiver of Jury Trial.

13.4.1 The Plan will be governed by and construed and interpreted in accordance with the laws of Delaware, without reference to conflict of law principles.

13.4.2 Any suit, action or proceeding with respect to the Plan, or any judgment entered by any court of competent jurisdiction in respect of any thereof, shall be resolved only in the courts of Delaware. In that context, and without limiting the generality of the foregoing, the Sponsor and each Participant shall irrevocably and unconditionally (i) submit in any proceeding relating to the Plan, or for the recognition and enforcement of any judgment in respect thereof (a "***Proceeding***"), to the exclusive jurisdiction of the courts of Delaware, and agree that all claims in respect of any such Proceeding shall be heard and determined in such Delaware court or, (ii) consent that any such Proceeding may and shall be brought in such courts and waives any objection that the Sponsor and each Participant may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agree not to plead or claim the same, (iii) waive all right to trial by jury in any Proceeding (whether based on contract, tort or otherwise) arising out of or relating to the Plan, (iv) agree that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party, in the case of a Participant, at the Participant's address shown in the books and records of the Company or, in the case of the Sponsor, at the Company's principal offices, attention Chief Legal Officer, and (v) agree that nothing in the Plan shall affect the right to effect service of process in any other manner permitted by the laws of Delaware.

13.5 No Employment Contract. This Plan is not and shall not be deemed to constitute a contract of employment between any Sponsor and any person, nor shall anything herein contained be deemed to give any person any right to be retained in the employ of the Sponsor or in any way limit or restrict any such Sponsor's right or power to discharge any person at any time and to treat any person without regard to the effect which such treatment might have upon him or her as a Participant in the Plan. Neither the terms of the Plan nor the benefits under the Plan nor the continuance of the Plan shall be a term of the employment of any employee. The Sponsor shall not be obliged to continue the Plans.

ARTICLE 14
DEFINITIONS.

14.1 Definitions. As used in the Plan, the following words and phrases will have the following meanings:

14.1.1 "***Account***" means the separate bookkeeping account established for each Participant that represents the separate unfunded and unsecured general obligation of the Sponsors established with respect to each person who is a Participant in this Plan in accordance with Article 2 and to which are credited the dollar amounts specified in Article 3 and Article 4 and from which are subtracted payments made pursuant to Article 8. To the extent necessary to accommodate and effect the distribution elections made by Participants pursuant to Section 8.3 or Section 8.8.1, separate bookkeeping sub-accounts shall be established with respect to each of the several annual forms of distribution elections and specified date withdrawal elections made by Participants.

14.1.2 "***Administrator***" means the Board, or any other committee of the Board duly authorized to act as Administrator to the Plan, or any individual or entity duly authorized by the Administrator to act on its behalf in respect of the Plan.

14.1.3 "***Affiliate***" means any person or entity that directly or indirectly controls, or is controlled by, or is under common control with the Company (or its successors), specifically including the Sponsor.

14.1.4 "***Annual Valuation Date***" means each December 31.

14.1.5 "***Base Compensation***" means a Participant's base or regular compensation, including vacation, sick leave, and certain other forms of paid time off, and any non-stock periodic incentive pay, but excluding bonuses (including Incentive Awards), short-term disability benefit payments, all forms of non-cash compensation, all Incentive Awards, and other amounts paid in addition to base compensation, including by way of illustration but not limited to medical director fees, hospital pay and stipends, overtime, premium shift pay, referral awards, and severance or separation pay. The Administrator may include certain classes of compensation in, or exclude classes of compensation from, Base Compensation, by action communicated to Participants.

14.1.6 "***Beneficiary***" means a beneficiary designated by a Participant (or automatically by operation of the Plan) to receive all or a part of the Participant's Account in the event of the Participant's death prior to full distribution thereof. A beneficiary so designated shall not be considered a Beneficiary until the death of the Participant.

14.1.7 "***Board***" means the Board of Directors of the Company or its successor.

14.1.8 "***Change of Control***" means the occurrence of any of the following after the date hereof:

(a) the acquisition by any person (or more than one person acting as a group) of Beneficial Ownership (as defined in the LTIP) of securities of the Company which, directly or following conversion or exercise thereof, would entitle the holder thereof to cast more than 50% of the votes attaching to all securities of the Company which may be cast to elect directors of the Company;

(b) a majority of the Board being replaced during any 12-month period by directors whose appointment or election was not endorsed by a majority of the directors before the date of the appointment or election, including, without limitation, as a consequence of the solicitation of proxies through a proxy circular by persons other than the Board or management;

(c) the consummation of an Extraordinary Corporate Event (as defined in the LTIP) involving the Company pursuant to which, and such that, all the persons who, immediately prior to such consummation, beneficially owned all of the securities of the Company which could be cast to elect directors of the Company, immediately thereafter do not beneficially own securities of the successor or continuing company or company acquiring the assets which would entitle such persons, directly or following conversion or exercise thereof, to cast more than 50% of the votes attaching to all securities of such company which may be cast to elect directors of that company; or

(d) shareholders of the Company approve a plan to wind-up, dissolve or liquidate the Company or significantly rearrange the Company's affairs in one or more transactions or series of transactions or the commencement of proceedings for such a winding-up, dissolution, liquidation, or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Company in

circumstances where the business of the Company is continued and the shareholdings remain substantially the same following the re-arrangement);

provided that, any transaction whereby shares held by shareholders of the Company are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Company previously owned by the shareholders of the Company and the former shareholders of the Company continue to be beneficial holders of such units or securities in the same proportions following the transaction as they were beneficial holders of shares of the Company prior to the transaction will not constitute a Change of Control.

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

14.1.10 "***Committee***" means the Human Resources and Compensation Committee of the Company, or any successor committee thereto or other committees or subcommittees of the Board designated by the Board.

14.1.11 "***Company***" means Celestica Inc. and its respective successors and assigns.

14.1.12 "***Eligible Individual***" means:

(a) In general, the Administrator shall have discretion over establishing employees and service providers who are eligible to participate in the Plan. Eligibility will be limited to key management, typically at bands 15 and higher. The Administrator shall not select any employee or service provider for participation unless the Administrator determines that such employee is a member of a select group of management or highly compensated employees (as that expression is used in ERISA).

(b) With respect to the authority to make changes, notwithstanding the foregoing, the Administrator may from time to time in the Administrator's discretion modify the Eligible Individual standards, the compensation criteria and the full-time and part-time criteria.

14.1.13 "***Employer***" means (a) the Company; (b) any other business entity that employs persons who are selected for participation under Section 2.3; and (c) any successor to those entities described in the forgoing prongs (a) and (b).

14.1.14 "***Equity Award***" means any equity award, including Restricted Share Units, Performance Share Units, Deferred Share Units, Director Share Units or Stock Options, each as respectively defined in the LTIP.

14.1.15 "***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended.

14.1.16 "***Exchange Act***" means the United States Securities Exchange Act of 1934, as amended.

14.1.17 "***Incentive Award***" means any annual incentive awards that are payable in cash (*e.g.*, annual bonuses, performance bonuses and sign-on bonuses).

14.1.18 "***LTIP***" means the Company's 2025 Long Term Incentive Plan, as amended and any successor plans thereto.

14.1.19 "***Participant***" means an Eligible Individual who has been selected to participate in the Plan pursuant to the terms hereof.

14.1.20 "***Plan***" means this nonqualified, unfunded, deferred compensation program maintained by the Sponsors for the benefit of Participants eligible to participate therein, as set forth in this Plan. The Plan shall be referred to as the "Celestica 2025 Executive Compensation Deferral Plan."

14.1.21 "***Plan Year***" means the 12 consecutive month period ending on any Annual Valuation Date.

14.1.22 "***Section 16 Officer***" means an officer of an Employer who is subject to the provisions of Section 16 of the Exchange Act.

14.1.23 "***Section 409A***" means Section 409A of the Code.

14.1.24 "***Separation from Service***" means a termination of a Participant's employment relationship with the applicable Employer (and their respective Affiliates) for any reason as described in Section 409A and Treasury Regulation § 1.409A-1(h). The Employers shall determine whether a Participant has incurred a "Separation from Service" in accordance with Section 409A and Treasury Regulation § 1.409A-1(h).

14.1.25 "***Sponsor***" means (a) Celestica LLC, (b) such Affiliates of the Sponsor as are designated by the Board and admitted as adopting employers under the Plan, and (c) any successor to those entities described in the forgoing prongs (a) and (b).

14.1.26 "***Specified Employee***" means a Participant who, as of the date of his or her Separation from Service, is a key employee of the applicable Employer (or Affiliate thereof) within the meaning of Section 409A.

14.1.27 "***Valuation Date***" means any day that the U.S. securities markets are open and conducting business.

Dated: July 1, 2025

Exhibit 10.2

CELESTICA CORPORATION SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

(Celestica Corporation converted from a Corporation to a Limited Liability Company under the name Celestica LLC on December 28, 2010).

Effective Date: May 1, 2010

CELESTICA CORPORATION SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

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ARTICLE I

INTRODUCTION

1.1. Name. The name of this plan is the Celestica Corporation Supplemental Executive Retirement Plan (the "**Supplemental Plan**").

1.2. Effective Date. The effective date of the Supplemental Plan is May 1, 2010. (the "**Effective Date**")

1.3. Purpose. This Supplemental Plan is established and maintained by the Celestica Corporation ("**Celestica**") for the purposes of providing a select group of management employees with a Retirement Contribution credit on an Eligible Employee's total Compensation including compensation in excess of the limit imposed under the Qualified 401(k) Plan. Celestica intends that the Supplemental Plan shall at all times be maintained on an unfunded basis for federal income tax purposes under the Code and administered as a non-qualified "top-hat" plan exempt from the substantive requirements of ERISA. Celestica also intends that the Supplemental Plan be operated and maintained in accordance with the requirements of §409A of the Code and the regulations and rulings thereunder.

ARTICLE II

DEFINITIONS

Whenever the following initially capitalized words and phrases are used in the Supplemental Plan, they shall have the meanings specified below unless the context clearly indicates to the contrary:

2.1 "**Account**" shall mean, with respect to each Participant, the value of the notional account maintained on behalf of such Participant, whether attributable to Retirement Contribution credits or any returns on Deemed Investment Options credited thereon as described in Section 6.4.

2.2 "**Administrator**" shall mean the Committee designated by the Board of Directors of the Company, and any successor thereto, or such individual(s) or entity designated by the Committee to administer the Plan. In the absence of such designation, the Board shall be the Administrator.

2.3 "**Affiliate**" means an entity, more than fifty percent (50%) of the total voting power of which is owned, directly or indirectly, by the Company or which owns directly or indirectly more than fifty percent (50%) of the total voting power of the Company.

2.4 "**Beneficiary**" shall mean such person(s) or legal entity that is designated by a Participant under the Supplemental Plan to receive benefits hereunder after such Participant's

death. In the event a Participant fails to designate a Beneficiary, or if all designated Beneficiaries predecease the Participant, the Beneficiary shall be determined in accordance with Section 7.12.

2.5 "**Board**" shall mean the Board of Directors of Celestica Corporation.

2.6 "**Change In Control**" means and shall be deemed to occur upon a Change in Ownership, a Change in Effective Control, or a Change in Ownership of Substantial Assets. For this purpose:

2.7 A "**Change in Ownership**" means that a person or group acquires more than fifty percent (50%) of the aggregate fair market value or voting power of the capital stock of the Company, including for this purpose capital stock previously acquired by such person or group; provided, however, that a Change in Ownership shall not be deemed to occur hereunder if, at the time of any such acquisition, such person or group owns more than fifty percent (50%) of the aggregate fair market value or voting power of the Company's capital stock.

(a) A "**Change in Effective Control**" means that (a) a person or group acquires (or has acquired during the immediately preceding twelve (12)-month period ending on the date of the most recent acquisition by such person or group) ownership of the capital stock of the Company possessing thirty percent (30%) or more of the total voting power of the Company, or (b) a majority of the members of the Board of the Company is replaced during any twelve (12)-month period, whether by appointment or election, without endorsement by a majority of the members of the Board prior to the date of such appointment or election.

(b) A "**Change in Ownership of Substantial Assets**" means that any person or group acquires (or has acquired during the immediately preceding twelve (12)-month period ending on the date of the most recent acquisition) assets of the Company with an aggregate gross fair market value of not less than forty percent (40%) of the aggregate gross fair market value of the assets of the Company immediately prior to such acquisition. For this purpose, gross fair market value shall mean the fair value of the affected assets determined without regard to any liabilities associated with such assets.

The Board shall determine whether a Change in Control has occurred hereunder in a manner consistent with the provisions of Code Section 409A and the regulations issued thereunder.

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

2.9 "**Committee**" shall mean a Committee of the Board (or any successor thereto) or its delegate appointed to administer the Supplemental Plan. If no members have been appointed to the Committee, the Board shall act as the Committee.

2.10 "**Company**" shall mean Celestica Corporation, a Delaware Corporation ("**Celestica**").

2.11 "**Compensation**" shall mean, for each Participant, the base salary, the Celestica Team Incentive (CTI) and any other discretionary bonuses (that is approved by the Chief Legal and Administrative Officer to be includible as "Compensation" for purposes of this Plan) paid to an Eligible Employee while a Participant by the Company or any Participating Employer for a Plan Year. Notwithstanding the preceding sentence, any Eligible Employee who becomes a Participant in the Plan at the time it is first implemented in 2010, Compensation as defined in this Section shall include all such Compensation paid in 2010.

2.12 "**Deemed Investment Option**" shall mean some or all of the investment options designated under the Qualified 401(k) Plan and approved by the Committee, as may be changed from time to time. Each Participant shall designate the Deemed Investment Options pursuant to which deemed earnings (or losses) shall be credited to the Participant's Account in accordance with Article VI. In the event a Participant does not affirmatively elect a Deemed Investment Option, the Participant's Account will be deemed to be invested in the Qualified Default Investment Alternative.

2.13 "**Eligible Employee**" shall mean an individual who is employed by the Company or a Participating Employer as a vice president or a higher position in the United States and who is specifically designated by the Chief Legal and Administrative Officer or the Committee as eligible to participate in the Supplemental Plan.

2.14 "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

2.15 "**Participant**" shall mean an individual who is an Eligible Employee, has commenced participation in the Plan as provide in Section 3.1, and who has not ceased participation in the Supplemental Plan in accordance with the terms of Article III hereof. In the event of the death or incompetency of a Participant, the term shall mean the Participant's personal representative or guardian. An individual shall remain a Participant until that individual has received full distribution of any amount credited to the Participant's Account.

2.16 "**Participating Employer**" shall mean any Affiliate which adopts the Supplemental Plan with the permission of the Company.

2.17 "**Plan Year**" shall mean the calendar year.

2.18 "**Qualified Default Investment Alternative**" shall mean the investment option designated under the Qualified 401(k) Plan as the default investment for Qualified 401(k) Plan participants who have been given the opportunity to make an investment election but failed to provide investment direction for their Qualified 401(k) Plan account.

2.19 "**Qualified 401(k) Plan**" shall mean the Celestica 401(k) Retirement Plan.

2.20 "**Retirement Contribution**" shall mean the amount credited under the Supplemental Plan which shall be determined in accordance with Article 4.1 of the Supplemental Plan.

2.21 "**Separation From Service**" means a Participant's separation from service with the Company or its Affiliates within the meaning of §409A of the Code and the regulations issued thereunder.

2.22 "**Supplemental Plan**" shall mean this Celestica Corporation Supplemental Executive Retirement Plan.

ARTICLE III

PARTICIPATION & VESTING

3.1. Participation. Participation in the Supplemental Plan is limited to Eligible Employees. Except for those Eligible Employees designated by the Chief Legal and Administrative Officer to become Participants as of the Effective Date, an individual shall become eligible to participate under the Supplemental Plan for a Plan Year as of the first day of the first payroll period commencing at least thirty (30) days following the date the Employee is designated as an Eligible Employee. An individual shall remain an Eligible Employee each Plan Year thereafter until the earlier of (i) his or her Separation From Service, (ii) the date he or she is no longer an Eligible Employee, or (iii) termination of the Supplemental Plan. .

3.2. Cessation of Participation. A Participant who experiences a Separation from Service with the Company and who no longer has any amounts credited in his Account will cease participation hereunder. A Participant who has completed thirty (30) years of employment with the Company, any Affiliate and/or any previous employer acquired (either through asset or stock sale) by the Company or an Affiliate shall cease participating in the Plan at the end of the calendar year in which his or her 30th year of employment falls. For purposes of this Section 3.2, a Participant's years of employment shall be measured in the same manner as years of service for vesting purposes under the Qualified 401(k) Plan.

3.3. Vesting. A Participant's nonforfeitable percentage in his or her Retirement Contribution under the Supplemental Plan shall be zero (0) and will become fully vested (100%) when the Participant has completed two (2) years of continuous employment with the Company and/or Participating Employer; such period of employment to be measured from his or her date of employment with the Company or Participating Employer. In addition, a Participant shall become fully vested (100%) upon death or disability (as determined under the Company's long term disability plan for all employees). A Participant shall become fully vested (100%) if, within the three (3)-year period immediately following a Change In Control: (i) the Plan is terminated and the Participant is still employed by the Company or a Participating Employer on the date of such Plan termination, or (ii) the Company terminates the Participant's employment for reasons other than gross or willful misconduct.

ARTICLE IV

RETIREMENT CONTRIBUTIONS

4.1. Retirement Contribution. For each Plan Year, each Eligible Employee shall be entitled to a Retirement Contribution equal to eight (8) percent of his or her Compensation minus the safe harbor contribution actually made on his or her behalf under the Qualified 401(k) Plan and the maximum matching contribution potentially available under the Qualified 401(k) Plan regardless of whether such Eligible Employee received such matching contribution. Notwithstanding the preceding sentence, for any Participant who is eligible for a Retirement Contribution based only on Compensation for part of the Plan Year, the reductions for non-elective and potential matching contributions shall be adjusted downward to reflect only those contributions made or potentially available under the Qualified 401(k) Plan after he or she became a Participant in the Plan. Any Retirement Contribution credited under this Section 4.4 will be credited to the Participant's Account as soon as administratively practicable or such other time(s) as the Committee may determine in its sole discretion.

4.2. Termination as an Active Participant. An Eligible Employee who has a Separation From Service shall not be eligible to receive any further Retirement Contributions after the date of Separation from Service.

ARTICLE V

DISTRIBUTIONS

5.1. Time of Payment.

(a) Separation from Service. Unless a Participant makes an election in accordance with subsection (b), below, distributions of a Participant's vested Account balance will commence upon the date that is six months after the date the Participant incurs a Separation From Service. Any delayed payments during this six-month period shall include any earnings or returns on Deemed Investment Options credited thereon as described in Section 6.4.

(b) One Year Delay. If a Participant elects on or before the date he commences participation in the Supplemental Plan, distribution of a Participant's vested Account balance will commence in the year after the Participant's Separation From Service, provided that payment will commence no earlier than the date that is six months after the date the Participant incurs a Separation From Service. Any delayed payments during this period shall include any earnings or returns on Deemed Investment Options credited thereon as described in Section 6.4.

The actual payment to a Participant shall be based on the value of his or her Account as of the last day of the month immediately preceding payment to the Participant.

5.2. Form of Payment. All distributions under the Supplemental Plan shall be paid in cash in the form of either a lump sum or up to three (3) annual installments as elected by the Participant. If annual installments are elected, the second annual installment shall be paid on

February 1st in the Plan Year that immediately follows the Plan Year in which the first annual installment was paid and each succeeding annual installment shall be paid on each applicable February 1st thereafter. The form of payment must be elected by the Participant prior to becoming a Participant as provided in Section 3.1. In the event a Participant fails to make an initial election to choose a form of payment by the deadline described in the preceding sentence, such participant shall be deemed to have made an initial election to receive payment in the form of a lump sum upon Separation from Service.

5.3. Permissible Acceleration of Payment. No acceleration of the time or schedule of payments under the Supplemental Plan shall be permitted except as set forth in this Article 5.3 or as otherwise permitted under the Supplemental Plan and Code Section 409A(a)(3).

(a) Change In Control. Notwithstanding any provision of the Supplemental Plan to the contrary, a Participant who incurs a Separation From Service within two (2) years following the date of a Change in Control shall receive a lump sum payment of his or her vested Account balance within the time period provided in Section 5.1.

(b) Death. Notwithstanding any provision of the Plan to the contrary, in the event of a Participant's death before the complete distribution of his or her Account, the remainder of such Participant's Account shall be paid in a lump sum to the Participant's Beneficiary by the first day of the third calendar month immediately following the date of death.

(c) Right of Offset. If a Participant is indebted to the

Company or a Participating Employer, the Administrator, in its discretion, may accelerate and withhold a payment hereunder or withhold the amount of such indebtedness from any distribution to be made to the Participant, his or her Beneficiary or both, provided that (i) such debt was incurred in the ordinary course of the employment relationship between the Company or a Participating Employer and the Participant, (ii) the entire amount of reduction for a Plan Year does not exceed $5,000, and (iii) the reduction is made at the same time and in the same amount as the debt otherwise would have been due and collected from the Participant.

(d) Distribution for Taxes. The Administrator may accelerate payment of all or part of a Participant's Account to pay state, local, or foreign tax obligations and/or taxes imposed under the Federal Insurance Contributions Act and any related federal income tax thereon, arising from a Participant's participation in the Supplemental Plan. Such payment or withholding must be limited to the amount necessary to fulfill such tax obligation.

(e) Small Payment. Notwithstanding any provision of the Supplemental Plan to the contrary, if the total value of a Participant's Account payable hereunder is not greater than the applicable dollar amount under Code Section 402(g)(1)(B), and the Participant is not entitled to a benefit from any other plan that is required to be aggregated with this Supplemental Plan pursuant to Treasury Regulation §1.409A-1(c)(2), the Administrator may distribute such amount to the Participant or Beneficiary in the form of a lump sum payment.

(f) Income Inclusion under 409A. Notwithstanding any provision of the Supplemental Plan to the contrary, in the event that the Plan fails to meet the requirements of Code Section 409A and the regulations thereunder, the Administrator may distribute to any affected Participants the lesser of: (i) the portion of his or her Accounts that is required to be included in income as a result of such failure, and (ii) his or her unpaid vested Account balance.

5.4. Permissible Delay of Payment. The Administrator may delay payment to a date after the designated payment date pursuant to any of the following circumstances, provided that payments to similarly situated Participants are made on a reasonably consistent basis.

(a) Payments subject to Section 162(m). All scheduled payments to a Participant may be delayed beyond the applicable distribution date under Section 5.1 herein to the extent that the Company reasonably anticipates that if all or a portion of a payment were made as scheduled, the Company's deduction with respect to such payment would not be permitted due to the application of Code Section 162(m). Any payment that is delayed pursuant to this Section 5.4(a), must be made either during the first calendar year in which the Company reasonably anticipates, or should reasonably anticipate, that if the payment is made during such year, deduction of such payment will not be barred by application of Code Section 162(m), or during the period beginning with the date of the Participant's Separation From Service and ending on the later of the last day of the calendar year in which Separation From Service occurs or the fifteenth (15th) day of the third (3rd) month following the calendar year in which such Separation From Service occurs.

(b) Payments that would violate federal securities laws or other applicable law. A payment may be delayed where the Administrator reasonably anticipates that the making of the payment will violate federal securities laws or other applicable law, provided that the payment is made at the earliest date at which the Administrator reasonably anticipates that the making of the payment will not cause such violation. For purposes of this Section 5.4(b), the making of a payment that would cause inclusion in gross income or the application of any penalty provision or other provision of the Code is not treated as a violation of applicable law.

(c) Other events and conditions. The Administrator may delay a payment upon such other events and conditions as permitted under Code Section 409A.

ARTICLE VI

FUNDING AND INVESTMENTS

6.1. Supplemental Plan Unfunded. The Supplemental Plan shall be unfunded and no trust is created by the Supplemental Plan. There will be no funding of any amounts to be paid pursuant to the Supplemental Plan; provided, however, that nothing herein shall prevent the Company from establishing one or more grantor trusts from which amounts due under the Supplemental Plan may be paid in certain instances. Except as otherwise provided herein, all benefits hereunder shall be paid from the general assets of the Company and a Participant (or his or her Beneficiary) shall have the rights of a general, unsecured creditor against the Company for

any distributions due hereunder. This Supplemental Plan constitutes a mere promise by the Company to make payments in the future.

6.2. Establishment of Grantor Trust. If not already in existence and fully funded, prior to a Change In Control, the Company shall establish under the Supplemental Plan a grantor trust that meet the requirements of IRS Revenue Procedure 92-64, and shall transfer assets to such trust in amounts sufficient to fully fund the Supplemental Plan's aggregate liability with respect to the Accounts under the Supplemental Plan on and after the date of the Change In Control. Any Participating Employer's obligation under the Supplemental Plan may be satisfied with assets of any such grantor trust (either before or after a Change of Control), and any such payment shall reduce such Employer's obligation under this Plan.

6.3. Participant's Interest in the Supplemental Plan. A Participant has an interest only in the contributions to be made pursuant to the Supplemental Plan. A Participant has no rights or interests in any specific funds, stock or securities. Nothing in the Supplemental Plan shall be interpreted as a guaranty that any funds in a grantor trust or the assets of the Company will be sufficient to pay any such contribution credit. All distributions shall be paid by the Company or Participating Employer from its general assets and a Participant (or his or her Beneficiary) shall have the rights of a general, unsecured creditor against the Company or the Participating Employer for any distributions due hereunder. The Plan constitutes a mere promise by the Company or the Participating Employer to make benefit payments in the future.

6.4. Returns on Account. A Participant's Account shall be credited with returns in accordance with the Deemed Investment Options elected by the Participant on a daily basis. The rate of return, positive or negative, credited under each Deemed Investment Option is based upon the actual investment performance of the investment fund(s) approved by the Committee from time to time, and shall equal the total return of such investment fund net of asset based charges, including, without limitation, money management fees, fund expenses and mortality and expense risk insurance contract charges.

6.5. Deemed Investment Options. Notwithstanding that the rates of return credited to Participants' Account under the Deemed Investment Options are based upon the actual performance of the investment funds approved by the Committee, the Company shall not be obligated to invest any Retirement Contributions credited under the Supplemental Plan, or any other amounts, in such portfolios or in any other investment funds.

6.6. Changes in Deemed Investment Options. A Participant may change the Deemed Investment Options to which the Participant's Account are deemed to be allocated in the same frequency in effect under the Qualified 401(k) Plan or on such other basis as determined by the Committee in its sole discretion. Each such change may include (a) reallocation of the Participant's existing Account in whole percentages of not less than one percent, and/or (b) change in the allocation of amounts to be credited to the Participant's Account in the future.

6.7. Valuation of Account. The value of a Participant's Account as of any date shall equal the amounts theretofore credited to such Account, including any earnings (positive or

negative) deemed to be earned on such Account in accordance with Section 6.4 through the day preceding such date, less the amounts theretofore deducted from such Account.

ARTICLE VII

ADMINISTRATION AND INTERPRETATION

7.1. Administration. The Administrator shall be in charge of the overall operation and administration of the Supplemental Plan. The Administrator has, to the extent appropriate and in addition to the powers described elsewhere in the Supplemental Plan, full discretionary authority to construe and interpret the terms and provisions of the Supplemental Plan; to calculate the amount of any distribution; to adopt, alter and repeal administrative rules, guidelines and practices governing the Supplemental Plan; to perform all acts, including the delegation of its administrative responsibilities to advisors or other persons who may or may not be employees of the Company and/or its Affiliates; and to rely upon the information or opinions of legal counsel or experts selected to render advice with respect to the Supplemental Plan, as it shall deem advisable, with respect to the administration of the Supplemental Plan.

7.2. Delegation. The Administrator may delegate specific responsibilities to other persons or entities as the Administrator shall determine. The Administrator may authorize one or more of its number, or any agent, to execute or deliver any instrument or to make any payment in its behalf. The Administrator may employ and rely on the advice of counsel, accountants, and such other persons as may be necessary in administering the Supplemental Plan.

7.3. Interpretation. Nothing in the Supplemental Plan shall be interpreted or operated in a manner that may affect the terms and provisions of any Qualified 401(k) Plan. The Administrator may take any action, correct any defect, supply any omission or reconcile any inconsistency in the Supplemental Plan, or in any election hereunder, in the manner and to the extent it shall deem necessary to carry the Supplemental Plan into effect or to carry out the Company's purposes in adopting the Supplemental Plan. Any decision, interpretation or other action made or taken in good faith by or at the direction of the Company or the Administrator arising out of or in connection with the Supplemental Plan, shall be within the absolute discretion of each of them, and shall be final, binding and conclusive on the Company, all Participants and Beneficiaries and their respective heirs, executors, administrators, successors and assigns. The Administrator's determinations hereunder need not be uniform, and may be made selectively among Eligible Employees, whether or not they are similarly situated.

7.4. Records and Reports. The Administrator or any delegate shall keep a record of proceedings and actions and shall maintain or cause to be maintained all such books of account, records, and other data as shall be necessary for the proper administration of the Supplemental Plan. Such records shall contain all relevant data pertaining to individual Participants and their rights under the Supplemental Plan. The Administrator shall have the duty to carry into effect all rights or benefits provided hereunder to the extent assets of the Company are properly available.

7.5. Payment of Expenses. The Company shall bear all expenses incurred by the Administrator in administering this Plan.

7.6. Participant Legal Expenses. If, after a Change In Control, a claim or dispute arises concerning the rights of a Participant or Beneficiary to benefits under the Supplemental Plan, regardless of the party by whom such claim or dispute is initiated, the Company shall, upon presentation of appropriate vouchers, pay all legal expenses, including reasonable attorneys' fees, court costs, and ordinary and necessary out-of-pocket costs of attorneys, billed to and payable by the Participant or by anyone claiming under or through the Participant (such person being hereinafter referred to as the "**Participant's Claimant**"), in connection with the bringing, prosecuting, defending, litigating, negotiating, or settling of such claim or dispute; provided, that:

(a) The Participant or the Participant's Claimant shall repay to the Company any such expenses theretofore paid or advanced by the Company if and to the extent that the party disputing the Participant's rights obtains a judgment in its favor from a court of competent jurisdiction from which no appeal may be taken, whether because the time to do so has expired or otherwise,

(b) In the case of any claim or dispute initiated by a Participant or the Participant's Claimant, such claim shall be made, or notice of such dispute given, with specific reference to the provisions of this Plan, to the Administrator within two (2) years after the occurrence of the event giving rise to such claim or dispute; provided further, that

(c) The Participant submits the voucher to the Company for reimbursement within 180 days of the expense being incurred.

7.7. Indemnification for Liability. The Company shall indemnify the Administrator and the employees of the Company to whom the Administrator delegates duties under the Supplemental Plan, against any and all claims, losses, damages, expenses and liabilities arising from their responsibilities in connection with the Supplemental Plan, unless the same is determined to be due to gross negligence or willful misconduct.

7.8. Claims Procedure. Within ninety (90) days following the date payment was due in accordance with the terms of the Supplemental Plan, the Participant or the Participant's duly authorized representative (hereinafter, the "**claimant**") may file a written request for payment with the Administrator. If a claim for benefits under the Supplemental Plan is denied in whole or in part, the claimant will receive written notification within forty-five (45) days following the date of such written request. The notification will include specific reasons for the denial, specific reference to pertinent provisions of this Supplemental Plan, a description of any additional material or information necessary to process the claim and why such material or information is necessary, and an explanation of the claims review procedure. To the extent a Participant hereunder is a claimant and serves as an Administrator, he or she shall not participate in any determination relating to his or her claim, and the Committee or the Company may appoint an independent individual to take the place of such Participant for purposes of making such determination.

7.9. Review Procedure. No later than ninety (90) days following the date payment was due under the Supplemental Plan, the claimant may file a written request with the Administrator for a review of his denied claim. The claimant may review pertinent documents that were used in processing his claim, submit pertinent documents, and address issues and comments in writing to the Administrator. The Administrator will notify the claimant of his or her final decision in writing. In his or her response, the Administrator will explain the reason for the decision, with specific references to pertinent Supplemental Plan provisions on which the decision was based. To the extent a Participant hereunder is a claimant requesting a review and serves as an Administrator, he or she shall not participate in any determination relating to the review, and the Committee or the Company may appoint an independent individual to take the place of such Participant for purposes of making such determination. In no event may a claimant commence legal action for benefits the claimant believes are due the claimant until the claimant has exhausted all of the remedies and procedures afforded the claimant by this Article VII. No such legal action may be commenced more than two (2) years after the date of the Administrator's final review decision, described in this Section 7.9.

7.10. Incompetency of Participant or Beneficiary. The Company may from time to time establish rules and procedures which it determined to be necessary for the proper administration of the Supplemental Plan and the benefits payable to an individual in the event that the individual is declared incompetent and a conservator or other person legally charged with such individual's care is appointed. Except as otherwise provided herein, when the Company determines that such individual is unable to manage his or her financial affairs, the Company may pay such individual's benefits to such conservator, person legally charged with such individual's care, or institution then contributing toward or providing for the care and maintenance of such individual. Any such payment shall constitute a complete discharge of any liability of the Company, any Participating Employer and the Supplemental Plan for such individual.

7.11. Disclosure to Participants. Each Participant shall receive either a description or a copy of the Supplemental Plan at the Committee's discretion and the Company will make available for inspection by any Participant or designated Beneficiary a copy of the rules and regulations used by the Company in administering the Supplemental Plan, and, upon a Participant's or designated Beneficiary's written request, a copy of the plan document if one was not distributed.

7.12. Participant and Beneficiary Information. Each Participant shall keep the Administrator informed of his or her current address and the current address of his or her designated beneficiary or beneficiaries. A Participant may from time to time change his designated Beneficiary without the consent of such Beneficiary by filing a new designation in writing with the Administrator. If no Beneficiary designation is in effect at the time of the Participant's death, or if the designated Beneficiary is missing or has predeceased the Participant, distribution shall be made to the Participant's surviving spouse, or if none, to his surviving children per stirpes, and if none, to his estate. The Administrator shall not be obligated to search for any person. If such person is not located within one year after the date on which payment of the Participant's death benefit is payable under the Plan, payment shall be made to the Participant's estate.

ARTICLE VIII

AMENDMENT, TERMINATION AND CONTINUATION

8.1. Amendment. Except as provided below, the Committee shall have the right, at any time, to amend or terminate the Supplemental Plan in whole or in part. Any amendment or termination of the Supplemental Plan shall comply with the requirements of §409A of the Code. No amendment may be made to the Supplemental Plan that (i) adversely affects the right of any Participant or Beneficiary to a benefit or payment due under the Plan, or (ii) after a Change in Control, changes the Deemed Investment Options, without the written approval of any Participants or Beneficiaries who have elected to have their Account deemed invested in such options. The Company may at any time recommend amendments to the Supplemental Plan to the Committee. If the Supplemental Plan is discontinued with respect to future contribution credits, notional Account balances shall be distributed in accordance with Article V and shall only be accelerated to provide for an earlier commencement date in the sole discretion of the Committee and in compliance with §409A of the Code and its regulations thereunder. In the event the Company or any Participating Employer discontinues future participation in the Supplemental Plan, the Company and/or the Participating Employer, as applicable, shall continue to be responsible for returns on Participant and Beneficiary Accounts (determined in accordance with Section 6.4) until such Accounts are fully distributed in accordance with the terms of the Supplemental Plan.

8.2. Termination. The Board may take action to provide for the acceleration of the time and form of a payment, or a payment hereunder, where the acceleration of the payment is made pursuant to a termination and liquidation of the Supplemental Plan in accordance with one of the following:

(a) The termination and liquidation of the Plan pursuant to an irrevocable action taken within the thirty (30) days preceding or the twelve (12) months following a Change In Control, provided that all agreements, methods, programs, and other arrangements sponsored by the Company or a Participating Employer immediately after the Change In Control event with respect to which deferrals of compensation that, together with the Supplemental Plan, are treated as a single plan for purposes of Treasury Regulation §1.409A-1(c)(2) (the "**Aggregated Plans**") are terminated and liquidated with respect to each Participant that experienced the Change In Control event, so that under the terms of the termination and liquidation all such Participants are required to receive all amounts of compensation deferred under the terminated Aggregated Plans within twelve (12) months of the date of the irrevocable action taken to terminate and liquidate such Aggregated Plans.

(b) The termination and liquidation of the Supplemental Plan within twelve (12) months of a corporate dissolution of the Company that is taxed under Code Section 331, or approved by a bankruptcy court pursuant to 11 U.S.C. § 503(b)(1)(A), provided that the amounts deferred under the Supplemental Plan are included in the Participants' gross incomes in the latest of the following years (or, if earlier, the taxable year in which the amount is actually or constructively received):

(i) The calendar year in which Supplemental Plan termination and liquidation occurs;

(ii) The first calendar year in which the amount is no longer subject to a substantial risk of forfeiture; or

(iii) The first calendar year in which the payment is administratively practicable.

(c) The termination and liquidation of the Supplemental Plan, where:

(i) Such termination and liquidation does not occur proximate to a downturn in the financial health of the Company or a Participating Employer, as applicable;

(ii) To the extent the same Participant had deferrals of thereunder, all Aggregated Plans are likewise terminated and liquidated;

(iii) No payments in liquidation of the Plan are made within twelve (12) months of the date the irrevocable action is taken to terminate and liquidate the Plan, other than payments that would be payable under the terms of the Plan if the action to terminate and liquidate the Plan had not occurred;

(iv) All payments are made within twenty-four (24) months of the date the irrevocable action is taken to terminate and liquidate the Plan; and

(v) The Company and Participating Employer, as applicable, does not adopt a new plan that would be aggregated with the Plan if the Participant participated in both plans, at any time within three years following the date the irrevocable action is taken to terminate and liquidate the Plan.

(d) Any other termination and liquidation event that is permissible under Code Section 409A.

8.3. Continuation. This Supplemental Plan may be continued after a sale of the assets of the Company or a merger or consolidation of the Company into or with another corporation or entity if and to the extent that the transferee, purchaser or successor entity agrees to continue the Supplemental Plan. If the transferee, purchaser or successor entity does not continue the Supplemental Plan, then the Supplemental Plan shall be terminated in accordance with the provisions of Section 8.2 of this Article VIII.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1. Right of Employer to Take Employment Actions. The adoption and maintenance of the Supplemental Plan shall not be deemed to constitute a contract between the Company (including its Affiliates) and any Eligible Employee, nor to be a consideration for, nor an inducement or condition of, the employment of any person. Nothing herein contained, or any action taken hereunder, shall be deemed to give any Eligible Employee the right to be retained in the employ of the Company or its Affiliates or to interfere with the right of the Company or its Affiliates to discharge any Eligible Employee at any time, nor shall it be deemed to give to the Company or its Affiliates the right to require the Eligible Employee to remain in the employ of the Company or any of its Affiliates, nor shall it interfere with the Eligible Employee's right to terminate his or her employment at any time. Nothing in the Supplemental Plan shall prevent the Company or any Affiliate from amending, modifying, or terminating any other benefit plan.

9.2. Alienation or Assignment of Benefits. A Participant's rights and interest under the Supplemental Plan shall not be assigned or transferred except as otherwise provided herein, and the Participant's rights to payments under the Supplemental Plan shall not be subject to alienation, pledge or garnishment by or on behalf of creditors (including heirs, beneficiaries, or dependents) of the Participant or of a Beneficiary.

9.3. Right to Withhold. To the extent required by law in effect at the time a distribution is made from the Supplemental Plan, the Company, its Affiliates or the agents of the foregoing shall have the right to withhold or deduct from any payments any taxes required to be withheld by federal, state or local governments.

9.4. Severability. If any provision of the Supplemental Plan is held unenforceable, the remainder of the Supplemental Plan shall continue in full force and effect without regard to such unenforceable provision and shall be applied as though the unenforceable provision were not contained in the Supplemental Plan.

9.5. Headings. The headings of the Articles and Sections of the Supplemental Plan are for reference only. In the event of a conflict between a heading and the contents of an Article or Section, the contents of the Article or Section shall control.

9.6. Number and Gender. Whenever any words used herein are in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply, and references to the male gender shall be construed as applicable to the female gender where applicable, and vice versa.

9.7. Limitation of Liability. Notwithstanding any provision herein to the contrary, neither the Company, the Committee nor any individual acting as employee or agent of the Company shall be liable to any Participant, former Participant, Beneficiary, or any other person for any claim, loss, liability or expense incurred in connection with the Supplemental Plan,

unless attributable to fraud or willful misconduct on the part of the Company, the Committee or any such agent of the Company.

9.8. Controlling Law; Severability. Except to the extent superseded by any Federal law, the Supplemental Plan is created and shall be interpreted under the laws of the State of New York; provided, however, that if any provision is susceptible to more than one interpretation, it shall be interpreted in a manner consistent with the Supplemental Plan being a nonqualified "top hat" plan.

9.9. Section 409A. The Supplemental Plan is intended to comply with the applicable requirements of §409A of the Code and its corresponding regulations and related guidance, and shall be administered in accordance with and interpreted to comply with §409A of the Code to the extent §409A of the Code applies to the Supplemental Plan. Notwithstanding anything in the Supplemental Plan to the contrary, elections to defer Compensation, as applicable, to the Supplemental Plan, and distributions from the Supplemental Plan, may only be made in a manner and upon an event permitted by §409A of the Code. To the extent that any provision of the Supplemental Plan would cause a conflict with the requirements of §409A of the Code, or would cause the administration of the Supplemental Plan to fail to satisfy the requirements of §409A of the Code, such provision shall be deemed null and void to the extent permitted by applicable law. For purposes of the limitations on nonqualified deferred compensation under §409A of the Code, each payment of compensation under the Supplemental Plan shall be treated as a separate payment of compensation for purposes of applying the deferral election rules under §409A of the Code and the exclusion from §409A of the Code for certain short-term deferral amounts. Further, any reimbursements or in-kind benefits provided under the Supplemental Plan shall be made or provided in accordance with the requirements of §409A of the Code, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the period of time specified in the Supplemental Plan, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

* * * * *

Exhibit 10.3

Celestica International Inc.
Supplementary Retirement Plan

As in effect at January 1, 2000

August, 2000

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Section 1 — Definitions

1.1 Definitions

Except as otherwise provided in this Plan, all terms used in the Plan that are defined in the Retirement Plan have the meanings given to those terms in the Retirement Plan. In this Plan, the following expressions have the meanings given below:

(a) "**Actuarial Equivalent**" has the following meaning:

For the purposes of the Plan, a benefit is considered to be the Actuarial Equivalent of another benefit if both benefits have equivalent value, determined by using the actuarial tables, and other methods and assumptions, that are used by the Company in actuarial equivalency determinations under the Retirement Plan.

(b) "**Actuarial Valuation for a Year**" means the actuarial valuation that is to be performed in the Year in accordance with subsection 5.4.

(c) "**Actuary**" means the actuary or firm of actuaries designated by the Company to be the Actuary of the Plan who is, or one of whose members is, a Fellow of the Canadian Institute of Actuaries.

(d) "**Change in Control**", in relation to the Company, means:

(i) the acquisition by any Person, or by any group of Persons that do not deal at arm's length within the meaning of the Income Tax Act, of more than thirty percent (30%) of the Voting Securities of the Company, whether through the acquisition of previously issued and outstanding Voting Securities, or Voting Securities that have not been previously issued, or any combination thereof, or any other transaction having a similar effect;

(ii) the creation or application of a voting trust with respect to thirty percent (30%) or more of the issued and outstanding Voting Securities of the Company;

(iii) the amalgamation, consolidation or merger of the Company with any other body corporate that is not an Affiliate of the Company;

(iv) the sale, lease or other disposition by the Company of all or substantially all of its assets or undertaking;

(v) any change, directly or indirectly, in the ownership of securities of the Company as a result of which a Person or group of Persons acting in concert or Persons related to any such Person or group, within the meaning of the Income Tax Act, are in a position to

exercise effective control of the Company through the election of a majority of directors; and

(vi) the entry by the Company into a transaction or arrangement that would have the same or similar effect as a transaction referred to in subparagraph (i) to (v) of this definition.

For the purposes of this definition, the words "Affiliate" and "Voting Securities" have the meanings assigned to those expressions by the Ontario *Securities Act* and a Change of Control shall not be considered to have occurred unless the Company, a Member or a Beneficiary has delivered a certification to the Trustees that attests that a Change of Control has occurred and describes the events that constitute such Change of Control.

(e) "**Commuted Value**", means in relation to a benefit, as at any time, the actuarial present value, as at that time, of the benefit, as determined in accordance with subsection 5.3.

(f) "**Company**" means Celestica International Inc.

(g) "**Company Account**" means the account established in respect of the Company under paragraph 5.8(b).

(h) "**DB Member**" means a Member who participates under the defined benefit option of the Retirement Plan.

(i) "**DC Member**" means a Member who participates under the defined contribution option of the Retirement Plan.

(j) "**Event of Default**" means:

(i) the failure of the Company to pay Supplementary Pension Benefits that are required to be paid under the Plan;

(ii) the failure of the Company to make, within the time limit established in subsection 5.18, the payments required to be made by the Company under that Section;

(iii) the discontinuance of the Plan;

(iv) the failure of the Company to make the payment described in paragraph 5.9(a) as and when required under that provision;

(v) the failure of the Company to notify the Trustees in accordance with subsection 5.10;

(vi) the failure of a Qualifying Bank to issue or renew a Letter of Credit on or before the Renewal Date, with the Face Amount thereof determined in accordance with paragraph 5.6(a);

(vii) the failure of the Actuary to deliver an actuarial valuation in respect of the Plan within the time limit specified in paragraph 5.4(b);

(viii) a Financial Default of the Company; and

(ix) an amendment to the Plan other than an amendment permitted under subsection 6.1.

For the purposes of this definition,

(x) the discontinuance of the Plan shall not constitute an Event of Default under subparagraph (iii) of this definition unless the Company, a Member or a Beneficiary has certified to the Trustees that the Plan has been discontinued;

(xi) any amendment to the Plan shall constitute an Event of Default under subparagraph (ix) of this definition unless the Actuary has certified to the Trustees that the amendment is permitted under subsection 6.1; and

(xii) except where the Trustee has independent knowledge of facts that would lead it to reasonably conclude that an Event of Default has occurred under subparagraph (i), (ii), (iv), (v), (vi), (vii) or (viii) of this definition, an Event of Default under any such subparagraph shall not be considered to have occurred unless the Trustee is provided with evidence, satisfactory to the Trustee, that such an Event of Default has occurred.

(k) **Face Amount",** in relation to a Letter of Credit, means the maximum amount that can be required to be paid under the Letter of Credit by the issuer thereof.

(l) "**Financial Default**", in relation to the Company, means:

(i) a decree or order of a court of competent jurisdiction (whether in Canada or not) adjudging the Company as bankrupt or insolvent or approving as properly filed a petition seeking the winding-up of the Company under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) or the *Winding Up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous laws of any other jurisdiction

(whether in Canada or not), where any such decree or order continues unstayed and in effect for a period of (10) days;

(ii) any assignment in bankruptcy by the Company or any other assignment by the Company for the benefit of creditors, any proposal by the Company under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, any relief sought by the Company under the *Companies' Creditors Arrangement Act* (Canada), the *Winding Up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law of any other jurisdiction (whether in Canada or not), any judgment that the Company is bankrupt, any filing by the Company of a petition or proposal to take advantage of any act of insolvency, any consent or acquiescence by the Company in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of itself or of all or any substantial portion of its assets, or the filing by the Company of a petition or the commencement by it of any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights (whether in Canada or not) or the consent to, or acquiescence in, by the Company of the filing of such a petition; or

(iii) the commencement of proceedings for the dissolution, liquidation or winding-up of the Company, or for the suspension of the operations of the Company unless such proceedings are being actively and diligently contested in good faith.

(m) "**Full Funding Contribution**", in relation to a particular Year, means the product of the Transfer Ratio, for the particular Year, and the amount, if any, determined or estimated, as the case may be, in the Actuarial Valuation for the particular Year, equal to the greater of:

(i) the amount, if any, by which the actuarial liabilities as of the end of the Year immediately preceding the particular Year exceed the value of the assets, other than any Letter of Credit, held by the Trust Fund at the end of the preceding Year; and

(ii) the amount, if any, by which the actuarial liabilities as of July 31 of the Year immediately following the particular Year exceed the value of the assets, other than any Letter of Credit, held by the Trust Fund at July 31 of the Year immediately following the particular Year.

(n) "**Fund Earnings**", in relation to the Trust Fund, for a Year, means the earnings and gains of the Trust Fund for the Year and includes any unrealized earnings and gains of the Trust Fund for the Year, as determined by the Actuary.

(o) "**Holiday**" has the meaning assigned by the *Interpretation Act* (Canada). Where the time limited for the doing of a thing expires or falls on a Holiday, the thing may be done on the day next following that is not a Holiday.

(p) "**Income Tax Act**" means the *Income Tax Act* (Canada) and any regulations thereunder, as amended from time to time.

(q) "**Letter of Credit**" means an irrevocable letter of credit in a form acceptable to both the Company and the Trustees and includes any renewal of the letter of credit.

(r) "**Letter of Credit Fee**" means the amount payable as consideration for the issue or renewal by a Qualifying Bank of a Letter of Credit.

(s) "**Losses**", in relation to the Trust Fund, for a Year, means the losses of the Trust Fund for the Year and includes any unrealized losses of the Trust Fund for the Year, as determined by the Actuary.

(t) "**Member Account**", in relation to a Member, means the account established in respect of the Member under paragraph 5.8(a).

(u) "**Person**" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

(v) "**Plan**" means this Celestica International Inc. Supplementary Pension Plan, as amended from time to time.

(w) "**Qualifying Bank**" means a Schedule I bank under the *Bank Act* (Canada).

(x) "**Refundable Surplus**", in relation to a Year, means the amount, if any, determined or estimated, as the case may be, in the Actuarial Valuation for the Year, equal to the lesser of:

(i) the amount, if any, by which the value of the assets, other than a Letter of Credit, held by the Trust Fund at the end of the immediately preceding Year exceeds the actuarial liabilities under the Plan as of that time; and

(ii) the amount, if any, by which the value of the assets, other than a Letter of Credit, held by the Trust Fund at July 31 of the

immediately following Year exceeds the actuarial liabilities under the Plan as of that date.

(y) "**Refundable Tax**" has the meaning assigned to that expression by Part XI.3 of the Income Tax Act.

(z) "**Registered Pension Plan**" means a pension plan registered under the Income Tax Act.

(aa) "**Renewal Date**" means:

(i) for the 2000 calendar year, August 1**;** and

(ii) the date that is thirty (30) days before the date on which a Letter of Credit is to expire.

(bb) "**Retirement Compensation Arrangement**" has the meaning assigned to that expression by the Income Tax Act.

(cc) "**Retirement Plan**" means the Celestica International Inc. Celestica Retirement Plan, as amended from time to time.

(dd) "**Security Amount**" means the amount that, after deduction therefrom of the Refundable Tax in respect of that amount, equals the Letter of Credit Fee.

(ee) "**Supplementary Pension Benefits**", in respect of a Member, means the pension and other benefits provided under the Plan to the Member and to any Beneficiary of the Member.

(ff) "**Target Value**", in relation to a Member, as at any time in a particular Year, means:

(i) where the time is before the delivery of the Actuarial Valuation for the particular Year, the Commuted Value of the Supplementary Pension Benefits in respect of the Member as at December 31 of the second Year immediately preceding the particular Year, as determined in the Actuarial Valuation for the Year immediately preceding the particular Year; and

(ii) where the time is on or after the delivery of the Actuarial Valuation for the particular Year, the Commuted Value of the Supplementary Pension Benefits in respect of the Member as at December 31 of the Year immediately preceding the particular Year, as determined in the Actuarial Valuation for the particular Year.

(gg) "**Termination**" means the cessation of employment with the Company for reasons other than death and includes retirement.

(hh) "**Transfer Ratio**", in relation to a particular Year, means the transfer ratio, within the meaning of the regulations to Ontario Pension Benefits Act, determined in the latest actuarial valuation for the Retirement Plan filed with the regulatory authorities.

(ii) "**Trust Agreement**" means any agreement executed between the Company and the Trustee for the purposes of the Plan.

(jj) "**Trust Fund**" means the assets that are subject to the Trust and that are held to provide benefits in respect of the Plan.

(kk) "**Trustees**" means the trustee or trustees appointed, in accordance with the Trust Agreement, to hold, administer and invest the assets of the Trust Fund.

(ll) "**Uncapped Retirement Account**", in relation to a DC Member, means the amount established in respect of the Member under subsection 2.6.

(mm) "**Unremedied Event of Default**" means:

(i) an Event of Default as defined in subparagraph (i) of the definition thereof, where a Member, or a Beneficiary of a Member, has notified the Trustees in writing that such an Event of Default has occurred and the Company has not caused the Event of Default to be remedied within thirty (30) days following the notification;

(ii) an Event of Default as defined in subparagraph (ii) or (v) of the definition thereof, where the Company has not remedied the Event of Default within fourteen (14) days following notice thereof by the Trustee to the Company;

(iii) an Event of Default described in subparagraph (iv) or (vi) of the definition thereof, unless the Company has informed the Trustees, at least five (5) days before the Renewal Date of the Letter of Credit, that the Supplementary Pension Benefits accrued to the end of the Year that includes the Event of Default have otherwise been adequately funded, in the opinion of the Actuary as certified to the Trustee;

(iv) an Event of Default described in subparagraph (vii) of the definition thereof, where the Company has not caused the Event of Default to be remedied within fifteen (15) days following notice thereof by the Trustees to the Company; and

(v) an Event of Default described in subparagraph (iii), (vii) or (viii).

For the purposes of this definition, an Event of Default shall not be considered to be an Unremedied Event of Default unless the Trustees, acting reasonably, have

confirmed to their satisfaction that an Unremedied Event of Default has occurred. For greater certainty, where the conditions in any of the subparagraphs of the definition of an Unremedied Event of Default are satisfied, the Unremedied Event of Default is considered to occur at the earliest time at which the conditions are so satisfied.

(nn) "**Year**" means calendar year.

1.2 Interpretation

In this Plan, unless the context otherwise requires

(a) references to the male gender include references to the female gender;

(b) words importing the singular extend to and include the plural number, and vice versa;

(c) a reference to a Section, subsection, paragraph or subparagraph is a reference to a Section, subsection, paragraph or subparagraph of the Plan; and

(d) a reference in a subsection to a paragraph is a reference to a paragraph of the subsection and a reference to a subparagraph in a paragraph is a reference to a subparagraph of the paragraph.

Section 2 — Supplementary Pension Benefits

2.1 Normal Retirement Pension (DB)

A DB Member who retires on the Normal Retirement Date is entitled to an annual pension equal to the amount, if any, by which:

(a) the annual Accrued Pension that would be payable to the Member under Section 7.1 of the Retirement Plan if the Retirement Plan were read without reference to Section 7.2 thereof and if the maximum amount of the Accrued Prior Pension under the IBM Plan were not limited by the Revenue Rules

exceeds

(b) the Accrued Pension payable to the Member under Section 7.1 of the Retirement Plan.

2.2 Early Retirement Pension (DB)

A DB Member who retires on an Early Retirement Date is entitled to an annual pension equal to the amount, if any, by which:

(a) the annual pension that would be payable to the Member under Article 8 of the Retirement Plan if the Retirement Plan were read without reference to Section 8.4 thereof and if the maximum amount of the accrued Prior Pension under the IBM Plan were not limited by the Revenue Rules

exceeds

(b) the annual pension payable to the Member under Article 8 of the Retirement Plan.

2.3 Postponed Retirement Pension (DB)

(a) A DB Member who is employed in Manitoba or Alberta and who retires on a Postponed Retirement Date is entitled to an annual pension equal to the amount, if any, by which

(i) the annual pension that would be payable to the Member under Section 9.3 of the Retirement Plan if the Retirement Plan were read without reference to Section 7.2 thereof and if the maximum amount of the accrued Prior Pension under the IBM Plan were not limited by the Revenue Rules

exceeds

(ii) the annual pension payable to the Member under Section 9.3 of the Retirement Plan.

(b) A DB Member who is employed in Quebec and who retires on a Postponed Retirement Date is entitled to an annual pension equal to the amount, if any, by which

(i) the annual pension that would be payable to the Member under Section 9.3 of the Retirement Plan if that section were read without reference to all that portion of Section 9.3 that follows paragraph (b) thereof, if the Retirement Plan were read without reference to Section 7.2 thereof and if the maximum amount of the accrued Prior Pension under the IBM Plan were not limited by the Revenue Rules

exceeds

(ii) the Actuarial Equivalent of all amounts payable in respect of the Member- under Section 9.3 of the Retirement Plan.

2.4 Deferred Pension (DB)

A DB Member who is entitled to a deferred pension under Section 12.1 of the Retirement Plan is entitled to a deferred pension under this Plan. The deferred pension shall be the

Actuarial Equivalent of the benefits provided in respect of the DB Member under the Plan read without reference to this Section.

2.5 Form of DB pension

The pension payable to a DB Member under subsection 2.1, 2.2, 2.3 or 2.4 shall commence to be paid at the same time as, and shall be paid in the same form as, the pension payable to the DB Member under the Retirement Plan.

2.6 Uncapped Retirement Account

(a) There shall be established and maintained in respect of each DC Member an individual Uncapped Retirement Account.

(b) Except as provided in this Section, the Uncapped Retirement Account shall be maintained in the same manner as is the Retirement Account, with such modifications as the circumstances require except that any funding of, or security for, the Uncapped Retirement Account shall be governed exclusively by Section 5.

(c) From and after January 1, 2000, a Member's Uncapped Retirement Account shall be credited with the amount, if any, by which

(i) the amount that each Participating Employer would have contributed on behalf of the Member, in accordance with Article A-4 of Appendix A to the Retirement Plan, were that Appendix A read without reference to Section A-4.4 and Article A-5 thereof,

exceeds

(ii) the amount that each Participating Employer contributes on behalf of the Member, in accordance with Article A-4 of Appendix A to the Retirement Plan.

(d) On or before the 30th day of September, 2000, a Member's Uncapped Retirement Account may be credited with the amount, if any, determined by the Company in its sole, absolute and uncontrolled discretion, in respect of the -13- Credited Service of the Member before 2000, that represents all or any part of the aggregate of:

(i) the additional amounts that would have been contributed in respect of the Member under the Retirement Plan and the IBM Plan had neither of those plans contained any limit imposed by the Revenue Rules on the amount of defined contributions that could be made in respect of the Member; and

(ii) the investment returns that would have accrued in respect of the amounts described in subparagraph (i), as determined by the Company based on the investment options chosen, or deemed chosen, by the Member.

(e) For the purposes only of determining the balance, at any particular time, of a Member's Uncapped Retirement Account, the amounts credited to the Uncapped Retirement Account for a given period of time shall be considered to be assets that earn

(i) if the particular time is before the Member's Termination or the Member's death before Termination, the same income and gains, or suffer the same losses, for that period as the assets held in the Member's Retirement Account;

(ii) in any other case, interest at the rate that is used by the Company in actuarial equivalence determinations under the Retirement Plan.

2.7 Retirement Annuity (DC'

(a) If a DC Member elects, in accordance with Section A-9.1 of Appendix A to the Retirement Plan, to have the value of the DC Member's Retirement Account distributed to an insurance company in accordance with Section 12.5(a) of the Retirement Plan, the Company shall distribute to the insurance company, on behalf of the DC Member, an amount equal to the difference between

(i) the balance of the DC Member's Uncapped Retirement Account, at the date of distribution, and

(ii) the amount prescribed under the Income Tax Regulations on account of the income tax payable by the DC Member in respect of the distribution by the Company.

(b) The amount distributed by the Company in accordance with paragraph (a) shall be used to purchase additional benefits under the life annuity contract that is purchased with the Member's Retirement Account.

(c) The additional benefits described in paragraph (b) shall be of the same form as the benefits under the life annuity contract purchased with the Member's Retirement Account.

2.8 Commutation Option (DB)

(a) Subject to paragraph (c), a DB Member who is entitled to a pension under subsection 2.1, 2.2 or 2.3 may elect before retirement to receive, in lieu of that pension, the Commuted Value of the pension, at retirement, in one of the following forms:

(i) a lump sum payment, payable on retirement, equal to the Commuted Value;

(ii) a series of payments, payable not less frequently than annually for up to three years after retirement, that is the Actuarial Equivalent of the Commuted Value.

(b) Subject to paragraph (c), a DB Member who is entitled to a deferred pension under subsection 2.4 may elect, on a date that is within 90 days of Termination but before the date on which the deferred pension would otherwise commence to be paid, to receive, in lieu of that pension, the Commuted Value of the pension, on that date, in one of the following forms:

(i) a lump sum payment, payable on that date, equal to the Commuted Value;

(ii) a series of payments, payable not less frequently than annually for up to three years after that date, that is the Actuarial Equivalent of the Commuted Value.

(c) A DB Member who is a Married Member on the Pension Commencement Date is entitled to a distribution under paragraph (a) only if the DB Member files with the Company, in a form acceptable to the Company, a waiver from the DB Member's Spouse.

2.9 Commutation Option (DC)

(a) Subject to subsection 2.7 and paragraph (b), a DC Member who elects, in accordance with Section A-9.1 of Appendix A to the Retirement Plan, to have the value of the Member's Retirement Account distributed at a particular time in accordance with Section 12.5(a) of the Retirement Plan shall elect, at the time of the election under the Retirement Plan, to receive the Commuted Value of the DC Member's Uncapped Retirement Account, at the particular time, in one of the following forms:

(i) a lump sum payment, payable at the particular time, equal to the Commuted Value;

(ii) a series of payments, payable not less frequently than annually for up to three years after the date of distribution, that is the Actuarial Equivalent of the Commuted Value.

(b) A DC Member who is a Married Member on the date of distribution is entitled to a distribution under paragraph (a) only if the DC Member files with the Company, in a form acceptable to the Company, a waiver from the DC Member's Spouse.

(c) A DC Member who does not make the election described in paragraph (a) shall be deemed to have elected to receive the lump sum described in subparagraph (i) of paragraph (a).

Section 3 — Benefits on Death

3.1 Death While Employed

If a Member dies while employed with the Company after completing two years of Continuous Employment as a Member, the Beneficiary of the Member shall receive a lump sum amount equal to the Commuted Value of the benefits in respect of the Member under the Plan, determined as at the date the refund is made.

3.2 Death of a Pensioner

In the event of the death of a Pensioner entitled to benefits under the Plan, the Beneficiary shall receive the benefits, if any, payable under the Plan according to the type of pension that is being paid.

3.3 Death Before Commencement of Deferred Pension

If a DB Member who is entitled to a deferred pension under subsection 2.4 dies before payment of the deferred pension has commenced, the DB Member's Beneficiary shall receive a lump sum equal to the Commuted Value of the benefits in respect of the DB Member under the Plan, determined as at the date the lump sum is paid.

3.4 Death Benefits (DC)

If a DC Member who is required to make the election under the Retirement Plan described in subsection 2.7 or 2.9 dies before the date of distribution referred to therein, the Beneficiary of the DC Member shall be entitled to receive a lump sum equal to the balance of the DC Member's Uncapped Retirement Account, at the date of payment.

3.5 Death after Commutation Option

If a DB Member dies after making an election in accordance with subsection 2.8 but before receiving any payment described in that subsection, the Beneficiary of the Member shall be entitled to receive a lump sum payment equal to the Commuted Value of the DB Member's pension under subsection 2.1, 2.1, 2.3 or 2.4, as the case may be, determined as at the date of payment.

Section 4 — Discharge of Liability

4.1 Discharge of Liability

(a) For greater certainty, upon a distribution to a Member in accordance with subsection 2.7, 2.8 or 2.9, the Company is discharged with respect to any liability that it may have under the Plan with respect to the Member or any Beneficiary of the Member and there shall be no further liability under the Plan to any Person with respect to the Member or the Beneficiary.

(b) For greater certainty, upon the payment of a lump sum in accordance with subsection 3.1, 3.3, 3.4 or 3.5, the Company is discharged with respect to any liability that it may have under the Plan with respect to the Member or any Beneficiary of the Member and there shall be no further liability under the Plan to any Person with respect to the Member or the Beneficiary.

4.2 No Right to Employment

The Plan shall not of itself give a Member any right to be retained in the service of the Participating Employer or prevent the Participating Employer from discharging a Member at any time.

4.3 Ad Hoc Increases

The Supplementary Pension Benefits granted in respect of a DB Member may be increased, at the sole, absolute and unfettered discretion of the Company, in the same manner as pensions under the Retirement Plan are increased in accordance with Section 17.6 of the Retirement Plan.

Section 5 — Funding And Security

5.1 Trust Fund

(a) A Trust Fund shall be established in connection with this Plan.

(b) The Company shall contribute to the Trust Fund the amounts required under the Plan.

(c) Subject to paragraph (d), prior to an Unremedied Event of Default, the Supplementary Pension Benefits shall be paid by the Company out of its general revenues.

(d) If the Company, in any Year, has contributed the Full Funding Contribution for the Year to the Trust Fund, the Company may direct the Trustee to pay the Supplementary Pension Benefits from the Trust Fund.

5.2 Investment Policies and Goals

(a) In the event that the Trust Fund holds assets other than a Letter of Credit Fee, a Letter of Credit or the right to claim Refundable Tax, the Company shall establish a statement of investment policies and goals with respect to the Plan.

(b) The statement of investment policies and goals shall conform with the requirements for such statements under the Pension Benefits Act, with such modifications as the circumstances require.

(c) In making actuarial valuations in respect of the Plan, the Actuary shall establish funding requirements that are consistent with the investments selected in accordance with the statement of investment policies and goals.

5.3 Commuted Values

(a) The Commuted Value of a defined benefit as at any particular time shall be determined by the Actuary on a wind-up basis, using assumptions and a valuation methodology that would be appropriate for benefits provided under pension plans registered under the Income Tax Act.

(b) For greater certainty, the Commuted Value of a defined benefit under the Plan as at any particular time shall be determined by the Actuary without any allowance for the fact that the Trust Fund does not benefit from the same favourable tax treatment under the Income Tax Act as is afforded to pension plans registered under that Act.

(c) The Commuted Value of a defined contribution benefit of a Member, as at any particular time, shall be determined by the Actuary and shall be the balance, at that particular time, of the Member's Uncapped Retirement Account, or Retirement Account, as the case may be.

5.4 Actuarial Valuations

(a) In each Year, the Actuary shall perform an actuarial valuation in respect of the Plan for the Year, with an effective date of December 31 of the immediately preceding Year.

(b) The Actuarial Valuation for a Year shall be delivered to the Company and the Trustees:

(i) where the Year is 2000, before August 1 of the Year;

(ii) where the Year is after 2000, before July 1 of the Year.

(c) The Actuarial Valuation for a Year shall determine the Full Funding Contribution for the Year.

(d) The Actuarial Valuation for a Year shall determine the liabilities under the Plan, as at December 31 of the immediately preceding Year, by aggregating all amounts, each of which is the Commuted Value, as at that date, of the Supplementary Pension Benefits accrued to that date in respect of a Member.

(e) The Actuarial Valuation for a Year shall estimate the liabilities under the Plan, as at July 31 of the immediately following Year, by aggregating all amounts, each of which is the Commuted Value, as at that date, of the Supplementary Pension Benefits that it is reasonable to conclude would have accrued to that date in respect of a Member.

(f) The Actuarial Valuation for a particular Year shall estimate the value of the assets that it is reasonable to conclude would be held under the Plan at July 31 of the immediately following Year, except that:

(i) any assets held under the Plan that relate to contributions made after December 31 of the Year immediately preceding the particular Year shall be ignored; and

(ii) it shall be assumed that no contribution will be made to the Plan after December 31 of the Year immediately preceding the particular Year.

(g) For the purposes of an Actuarial Valuation for a particular Year after 2000, the assets held by the Trust Fund shall not include any contribution made by the Company on or after August 1 of the Year immediately preceding the particular Year unless the Company has contributed to the Trust Fund, before August 1 of the preceding Year, the Full Funding Contribution for the preceding Year.

(h) The Actuarial Valuation for a Year shall determine the Refundable Surplus for the Year.

(i) The Actuarial Valuation for a Year shall determine the Target Values in respect of Members as at December 31 of the immediately preceding Year.

(j) For the purposes of paragraph (i), the definition of "Target Value" shall be read as follows:

(i) "**Target Value**", in relation to a Member, as at any time in a particular Year, means the Commuted Value, as of that time, of the Supplementary Pension Benefits accrued, or assumed to have accrued in accordance with paragraph 5.4(b), in respect of the Member to that time.

5.5 Company Contributions and Refunds

(a) Subject to subsection 5.10, each Year the Company may contribute to the Trust Fund an amount not exceeding the Full Funding Contribution for the Year.

(b) There may be distributed to the Company by the Trustee, at any particular time in a Year, upon written request, assets from the Trust Fund (other than the right to any refunds of taxes) the value of which, at the particular time, does not in the aggregate exceed the Refundable Surplus for the Year but the Trust Fund shall retain liquid assets that, in the opinion of the Trustees, are sufficient to pay the Supplementary Pension Benefits payable until August 1 of the immediately following Year.

(c) A distribution made to the Company under paragraph (b) shall be deemed to be a refund of a contribution made to the Trust Fund by the Company and, for this purpose, any contribution made at any time shall be deemed to be refunded before a contribution made before that time.

5.6 Renewal of Letters of Credit

(a) The Company shall use its best efforts to facilitate the renewal of any Letter of Credit held by the Trust Fund or the acquisition of a Letter of Credit or a replacement Letter of Credit by the Trustees, before the Renewal Date in a particular Year, from a Qualifying Bank, in each case with a Face Amount equal to:

(i) where the Renewal Date is August 1, and

(A) where the particular Year is after 2000 and the Company has contributed to the Trust Fund, before August 1 of the Year preceding the particular Year, the Full Funding Contribution for the preceding Year, the amount, if any, by which the Full Funding Contribution for the particular Year exceeds the total of all contributions made by the Company to the Trust Fund in the particular Year and before August 1;

(B) in any other case, the Full Funding Contribution for the Year; and

(ii) in any other case, the Face Amount of the Letter of Credit that is about to expire.

(b) The Trustees shall consent to the withdrawal of any Letter of Credit by the issuer thereof, and shall not demand payment, in whole or in part, under the Letter of Credit, at any particular time in a Year where:

(i) the Company has contributed to the Trust Fund, at or before the particular time, the Full Funding Contribution for the Year; and

(ii) the Company has contributed to the Trust Fund, before August 1 of the immediately preceding Year, the Full Funding Contribution for the preceding Year.

5.7 Demand on Letter of Credit

(a) The Trustees shall forthwith demand payment under the Letter of Credit if there has occurred:

(i) an Unremedied Event of Default; or

(ii) a Change in Control, at any time in a Year, unless, at or before that time, the Company has contributed to the Trust Fund the Full Funding Contribution for a Year as determined in the latest Actuarial Valuation available at that time.

(b) For the purposes of this Plan, a payment made by a Qualifying Bank under a Letter of Credit shall not be considered to be a contribution by the Company under the Plan.

(c) Despite paragraph (b), a payment made by a Qualifying Bank under a Letter of Credit shall be considered, for the purposes of subsection 5.10, to be a contribution by the Company in accordance with paragraph 5.5(a).

5.8 Allocation to Member Accounts

(a) There shall be established, in respect of each Member, a Member Account to which shall be credited the amounts described in subparagraph (i) and from which shall be debited the amounts described in subparagraphs (ii) and (iii):

(i) an amount allocated to the Member Account in respect of the Member in accordance with paragraph (c) or (e);

(ii) an amount allocated to the Member Account in respect of the Member in accordance with paragraph (g), (i) or (j);

(iii) any distribution made under the Plan in respect of the Member.

The amounts described in this paragraph shall be credited or debited, as the case may be, immediately upon allocation or distribution.

(b) There shall be established a Company Account to which shall be credited the amounts described in subparagraph (i) and from which shall be debited the amounts described in subparagraph (ii):

(i) an amount allocated to the Company Account in accordance with paragraph (c), (h) or (j);

(ii) an amount allocated to the Company Account in accordance with paragraph (f), (g) or (i).

The amounts described in this paragraph shall be credited or debited, as the case may be, immediately upon allocation.

(c) The following amounts shall be allocated, at the times indicated, to the Member Accounts and to the Company Account, in accordance with the rules set out in paragraph (d):

(i) a contribution made by the Company to the Trust Fund in accordance with paragraph 5.5(a), to be allocated at the time of the contribution;

(ii) the Refundable Tax remitted by the Company in respect of a Security Amount contributed by the Company in accordance with paragraph 5.9(a), to be allocated at the time of the remittance;

(iii) the amount, if any, by which the Face Amount of a Letter of Credit held by the Trust Fund at any particular time exceeds the Face Amount of a Letter of Credit held by the Trust Fund at any time immediately before the particular time, to be allocated at that particular time; and

(iv) the amount, if any, by which the Fund Earnings of the Trust Fund for a Year exceed the Losses of the Trust Fund for the Year, to be allocated within three (3) months of the end of the Year.

(d) The allocations described in paragraph (c) shall be made in accordance with the following rules:

(i) No amounts shall be allocated to the Company Account until the maximum allowed under this Section has been allocated to all the Member Accounts.

(ii) Subject to subparagraphs (iii) and (iv), allocations made at any particular time shall be made pro rata to the Member Accounts, based on the difference between the Target Values in respect of the Members, as at that particular time, and the balance of the Member Accounts, at that particular time.

(iii) Subject to subparagraph (iv), allocations of amounts described in subparagraph (iv) of paragraph (c) to be made at any time in a Year shall be made *pro rata* to the Member Accounts, based on the balances of the Member Accounts at the end of the immediately preceding Year.

(iv) No allocation shall be made at any particular time in a Year to the Member Account in respect of a Member to the extent that it would otherwise result in a balance in the Account at that particular time greater than the Target Value in respect of the Member, as at that particular time.

(v) To the extent that an amount to be allocated, at any time, cannot be allocated to a Member Account, it shall be allocated, at that time, to the Company Account.

(e) The balance of the Company Account, at the end of a Year, shall be allocated to the Member Accounts, within three (3) months of the end of the Year, where the total of the balances of the Member Accounts, at the end of the Year, is less than the total of the Target Values in respect of the Members, as at the end of the Year. The allocation shall be *pro rata,* based on the difference between the Target Value in respect of each Member, as at the end of the Year, and the balance of the Member Account in respect of the Member, at the time of allocation, but no amount shall be so allocated to the extent that it would otherwise result in a balance in a Member Account in respect of a Member, at the time of allocation, greater than the Target Value in respect of the Member, as at the end of the Year.

(f) The amount allocated at any time to the Member Accounts, in accordance with paragraph (e), shall be allocated, at that time, to the Company Account.

(g) The Losses for the Trust Fund for a Year, if any, shall first be used to offset any Fund Earnings of the Trust Fund for the Year and any remaining Losses shall be allocated to the Company Account, within three (3) months of the end of the Year. If the remaining Losses reduce the balance of the Company Account to nil at the time of allocation, the balance of the Losses shall be allocated *pro rata* at that time to the Member Accounts, based on the balances of the Member Accounts at the end of the Year.

(h) Where a refund is made to the Company under paragraph 5.5(b), that refund shall be allocated to the Company Account, at the time of the refund.

(i) Where the amount, if any, by which the Face Amount of a Letter of Credit held by the Trust Fund at any time is less than the Face Amount of a Letter of Credit held by the Trust Fund at any particular time immediately after that time, the difference shall be allocated to the Company Account, at the particular time. If the difference reduces the balance of the Company Account to nil at the particular time, the difference shall be allocated *pro rata* at that particular time to the Member Accounts, based on the balances of the Member Accounts at that particular time.

(j) Where the Target Value in respect of a Member, as at the end of a Year after 2000, is less than the Target Value, in respect of the Member, as at the end of the

immediately preceding Year, the lesser of the difference and the amount, if any, by which the balance of the Member Account in respect of the Member, at the time immediately before the end of the Year, exceeds the Target Value, in respect of the Member, as at the end of the Year, shall be allocated, immediately before the end of the Year, to the Company Account and to the Member Account in respect of the Member.

(k) For greater certainty, a Member Account in respect of a Member shall continue to be maintained until there is no Beneficiary in relation to the Member.

5.9 Acquisition of Letter of Credit

(a) Subject to paragraph (b), on or before each Renewal Date, the Company shall pay to the Trustees an amount equal to the Security Amount.

(b) Provided that the Company has made the contribution described in paragraph (a) and has arranged for the issuance or renewal of a Letter of Credit in accordance with paragraph 5.6(a), the Trustees shall forthwith make the payment described in paragraph 5.14(a) and acquire such Letter of Credit from a Qualifying Bank or renew such Letter of Credit, as the case may be. The Company shall assist the Trustees in obtaining or renewing any Letter of Credit hereunder.

5.10 Payment of Refundable Tax

(a) On the date a contribution is made by the Company in accordance with paragraph 5.5(a) or 5.9(a), the Company shall deduct and withhold therefrom the amount prescribed on account of the Refundable Tax in connection with this Plan, and shall forthwith remit that amount to the Receiver General for Canada. Within thirty (30) days of such remittance, the Company shall notify the Trustees in writing that the remittance has been made in accordance with this Section.

5.11 Assets of Trust Fund

The following shall constitute the Trust Fund:

(a) contributions made by the Company in accordance with paragraph 5.5(a) (less any Refundable Tax withheld therefrom and remitted to the Receiver General in accordance with subsection 5.10) and any investments or property into which the contributions may be traced;

(b) any payment made under a Letter of Credit held by the Trust Fund (less any Refundable Tax withheld from it) and any investments or property into which the payment may be traced;

(c) contributions made by the Company in accordance with paragraph 5.9(a) (less any Refundable Tax withheld therefrom and remitted to the Receiver General in

accordance with subjection 5.10) and any investments or property into which the contributions may be traced;

(d) the Fund Earnings, profits and increments on, property held in the Trust Fund, net of any taxes eligible in respect of those amounts;

(e) the right to any refunds of taxes, including Refundable Tax, and any interest thereon, in respect of the Trust; and

(f) the Letter of Credit;

less all payments out of the Trust Fund made in accordance with this Plan or required by any applicable law.

5.12 Crystallization of Member Accounts

(a) Notwithstanding any other provision of the Plan, if there occurs an Unremedied Event of Default at any time in a Year,

(i) except as provided in this subsection, subsection 5.8 shall not apply from and after that time;

(ii) the balance of the Company Account, if any, immediately before that time, shall be allocated at that time to the Member Accounts, in the manner described in subparagraph 5.8(d)(ii) and 5.8(d)(iv);

(iii) the balance of the Company Account shall be reduced, at that time, by any amount allocated in accordance with subparagraph (ii);

(iv) a portion of the assets of the Trust Fund the value of which equals the balance, at that time and thereafter, standing to the credit of a Member in the Member Account of that Member shall be deemed to be held by the Trustees separate and apart from the other assets of the Trust Fund and shall be deemed to be beneficially owned by the Member or, in the event that the Member is not living at that time, by any Beneficiary in respect of the Member;

(v) any Fund Earnings of the Trust Fund, and Losses, for the previous Year, to the extent not previously allocated in accordance with subsection 5.8, shall be allocated in accordance with subparagraph 5.8(d)(iii) and paragraph 5.8(g), as the case may be;

(vi) the amount, if any, by which the Fund Earnings of the Trust Fund exceed its Losses, for any quarter in the Year and in any subsequent Year, shall be allocated, as soon as is reasonably practicable after the end of the quarter, pro rata to the Member Accounts and to the Company Account, based on the balances of

the Member Accounts and the Company Account at the end of the immediately preceding quarter;

(vii) the amount, if any, by which the Losses of the Trust Fund exceed its Fund Earnings, for any quarter in the Year and in any subsequent Year, shall be allocated, as soon as is reasonably practicable after the end of the quarter, *pro rata* to the Member Accounts and to the Company Account, based on the balances of the Member Accounts and the Company Account at the end of the immediately preceding quarter;

(viii) any payment in respect of a Member by the Company under the Plan made at any particular time at or after that time shall be debited to the Member Account in respect of the Member at that particular time and shall be credited to the Company Account at that particular time;

(ix) subject to subsection 5.13, each Member or, in the event that the Member is not living, any Beneficiary in respect of the Member, shall be entitled to call for payment from the Trust Fund, at any particular time at or after that time, of all or any portion of the balance of the Member Account in respect of the Member at that particular time and, after payment, the Member Account shall be reduced by the amount of the payment;

(x) the payment in respect of a Member described in subparagraph (ix) reduces, on an Actuarially Equivalent basis, the Supplementary Pension Benefits in respect of the Member; and

(xi) after the delivery of the wind-up report prepared in accordance with paragraph (c), and subject to paragraph (d), the Company shall be entitled to call for payment from the Trust Fund, at any particular time after that time, of the balance of the Company Account at that particular time and, after payment, the Company Account shall be reduced by the amount of the payment.

(b) For greater certainty, any distribution made from the Trust Fund in respect of a Member is not considered, for the purposes of subparagraph (viii), to be a payment by the Company under the Plan in respect of the Member.

(c) Subject to subsection 5.13, as soon as practicable after an Unremedied Event of Default, the Trustees shall cause the Actuary to prepare a wind-up report for the Plan, effective as of the date of the Unremedied Event of Default, to be completed within three (3) months of that date.

(d) The Member Accounts and the Company Account shall be adjusted as required to take into account the differences between the Commuted Values of the Supplementary Pension Benefits, as at the effective date of the wind-up report prepared in accordance with paragraph (c), and the Target Values in respect of the Members on the basis of which allocations were made to the Member Accounts in accordance with this subsection. For greater certainty, the balance of the Member Account in respect of a Member, at any time after the effective date of the wind-up report, shall not exceed the total of the Commuted Value, as at that effective date of the wind-up report, of the Supplementary Pension Benefits in respect of the Member and interest on that Commuted Value, at the rate stipulated in the wind-up report, to that time.

(e) Subject to subsection 5.13, as soon as practicable after receipt of the wind-up report prepared in accordance with paragraph (c):

(i) the Company shall contribute to the Trust Fund the amount of any solvency deficiency disclosed in the wind-up report;

(ii) the amount, if any, contributed by the Company under subparagraph 5.12(e)(i) shall be allocated to the Member Accounts, in the manner described in subparagraphs 5.8(d)(ii) and 5.8(d)(iv), with such modifications as the circumstances require; and

(iii) the Trustees shall distribute all assets of the Trust Fund to those persons entitled to payment thereunder.

(0 For the purposes of the Plan, the Members shall be deemed to have terminated membership under the Plan and under the Retirement Plan as of the time of the Unremedied Event of Default.

5.13 Wind-up of Retirement Plan

(a) Where, at the time of the Unremedied Event of Default, it is reasonable to conclude that, as a result of the Unremedied Event of Default or otherwise, it is likely that the Retirement Plan will be wound up and that actuarial surplus under the Retirement Plan could be payable to one or more Members or Beneficiaries, the Trustees shall not distribute all assets of the Trust Fund but shall pay, in respect of each Member, only the Supplementary Pension Benefits that are required to be paid under the Plan in respect of the Member, not exceeding the balance of the Member Account in respect of the Member at the time of payment.

(b) If a formal application to wind up the Retirement Plan is made within six (6) months of the Unremedied Event of Default, the Trustees shall pay, in respect of each Member, only the Supplementary Pension Benefits that are required to be paid under the Plan in respect of the Member, not exceeding the balance of the

Member Account in respect of the Member at the time of payment, until the entitlement to surplus under the Retirement Plan is finally determined.

(c) Notwithstanding any other provision of this Plan, where the entitlement to surplus under the Retirement Plan is finally determined at any time, the amount of surplus under the Retirement Plan to which is entitled any Member, or in the event that the Member is not living, any Beneficiary in respect of the Member, shall reduce the balance of the Member Account in respect of the Member at that time by the lesser of:

(i) the amount of the surplus; and

(ii) the amount, if any, by which the amount of the surplus exceeds the amount, if any, by which

(A) the Commuted Value of the Supplementary Benefits in respect of the Member, as at that time,

exceeds

(B) the balance of the Member Account in respect of the Member, at that time.

(d) If no formal application to wind up the Retirement Plan is made within six (6) months of the Unremedied Event of Default, the Trustees shall distribute all assets of the Trust Fund to those persons entitled to payment thereunder.

5.14 Payments Out of the Trust Fund

(a) Provided that the Company has made the contribution described in paragraph 5.9(a), the Trustees shall pay out of the Trust Fund to the Qualifying Bank that has agreed to issue or renew the Letter of Credit, on or before the date such payment is due, the Letter of Credit Fee.

(b) Except as otherwise provided in the Plan, the Supplementary Pension Benefits in respect of a Member shall not be paid from the Trust Fund.

(c) Except as otherwise provided in this Plan, the administrative provisions of the Retirement Plan governing the payment of benefits thereunder shall apply to the payment of Supplementary Pension Benefits, with such modifications as the circumstances require.

5.15 Trust Fund Held for Plan Purposes

(a) No part of the Trust Fund shall be used for or diverted to purposes other than those provided for under the terms of this Plan; provided that the Trustees shall pay, or cause to be paid, out of the Trust Fund the amounts described in

paragraph 5.18(b), all taxes and other assessments levied or assessed under existing or future laws in respect of the Trust Fund, and shall withhold from payments out of the Trust Fund all taxes and other amounts required by any law to be so withheld and remitted. The Trustees shall review all tax levies and assessments with a view to determining the correctness thereof and, in cases where there is any doubt, shall forthwith notify the Company and the Member so that there will be sufficient time for discussion and, where appropriate, to object or appeal from any such levy or assessment.

5.16 Sufficiency of Trust Fund

(a) Benefits under the Plan shall be paid out of the Trust Fund when so required by subsections 5.12 and 5.14 only to the extent that the Trust Fund shall suffice for such purpose. Any changes that are required to distributions hereunder as a result of clerical adjustments shall not affect the application of the Trust Fund in accordance with the Plan.

5.17 Refund of Taxes

(a) The Trustees shall apply for payment of any refund of taxes owing within 90 days of the end of each taxation year of the Trust.

5.18 Compensation and Expenses

(a) Subject to paragraph (c), the Trustees shall be entitled to such compensation as may from time to time be mutually agreed upon in writing by the Trustees and the Company. Such compensation and all other disbursements made and expenses incurred in the creation of the Trust shall be paid by the Company. All compensation, disbursements and expenses incurred in the management and maintenance of the Trust Fund shall be paid by the Company.

(b) Any compensation, disbursement or expense that is not paid by the Company, as required under paragraph (a), within 45 days of the date of a supporting account rendered to the Company by the person entitled to the compensation, disbursement or expense shall be paid out of the Trust Fund.

(c) All fees including commissions or fees and deposits against commissions or fees payable to the issuer of a Letter of Credit required to be held under the Plan shall be paid by the Trustees from the Trust Fund.

(d) Notwithstanding any other provision of this Plan, where a payment is made by the Trustees under paragraph (b), the Company Account shall be reduced, at that time, by the amount of the payment. If the Company Account is thereby reduced to nil, the Member Accounts of the Members shall be debited with the remainder, *pro rata* based on the balances of the Member Accounts at the time of the payment.

5.19 Valuation Rules

(a) For the purposes of the Plan,

(i) the value of a Letter of Credit held by the Trust Fund shall be considered to be the Face Amount of the Letter of Credit; and

(ii) the value of the right to any refunds of taxes in respect of the Trust shall be considered to be the amount of those refunds.

(b) Subject to paragraph (a), for the purposes of the Plan, the value of any property held by the Trust Fund shall be the fair market value of the property.

Section 6 — Amendment or Discontinuance of the Plan

6.1 Vested rights to be protected

(a) The Company may discontinue or amend the Plan at any time but:

(i) the effective date of the discontinuance or the amendment shall not be earlier than the date of the execution of the instrument that effects the discontinuance or amendment;

(ii) subject to subsection 6.3, the amendment shall not reduce any right of a Member, or any Beneficiary of the Member, under this Plan with respect to the Continuous Employment of the Member to the date of the amendment;

(b) without restricting the generality of subparagraph 6.1(a)(ii) but subject to subsection 6.3, the amendment shall not reduce the protections provided under this Plan, including this Section, to ensure the payment of Supplementary Pension Benefits in respect of any Member; and

(c) any amendment that affects the rights, duties or responsibilities of the Trustee shall be effective only if it is signed by both the Company and the Trustees.

6.2 Cessation of Accrual not Discontinuance

For the purpose of the definition of Event of Default in paragraph 1.1(D, an amendment to the Plan that provides for the cessation of the accrual of Service under the Plan shall not be considered to be, in and of itself, a discontinuance of the Plan.

6.3 Waiver

Notwithstanding any other provision of the Plan, a Member or a Beneficiary of a Member may waive any right or benefit of the Member or the Beneficiary, as the case may be, under the Plan by providing the Trustees with a signed notice to that effect together with,

in the case of a Member with a Spouse at the date of the notice, the consent of the Spouse.

Section 7 — General

7.1 Severability

If any provision of this Plan is held to be invalid or unenforceable by a court of competent jurisdiction, its invalidity or unenforceability shall not affect any other provision of the Plan and the Plan shall be construed and enforced as if such provision had not been included therein.

7.2 Construction

This Plan shall be governed and construed in accordance with the laws of the Province of Ontario.

7.3 Duplication of Benefits

The Company and the Trust Fund are not liable to pay in total any more than the Supplementary Pension Benefit or the Commuted Value of the Supplementary Pension Benefit determined under the applicable provisions of the Plan, whether to either or both of a Member and any person who establishes a claim against the Member's entitlement hereunder. In particular, but without restricting the generality of the foregoing, if there is any requirement in law that a person other than the person identified by the terms of this Plan is entitled to all or part of a benefit payable under this Plan, then the lawful requirement shall prevail over the conflicting provision of this Plan.

7.4 Meaning of "in respect of"

For the purposes of the Plan, benefits or amounts payable under the Plan in respect of a Member include benefits or amounts payable, after the death of the Member, to the Beneficiary of the Member.

Exhibit 10.4

July 2025

FORM OF RSU GRANT AGREEMENT

CELESTICA INC.
2025 LONG TERM INCENTIVE PLAN
RESTRICTED SHARE UNIT GRANT NOTICE

Pursuant to the terms and conditions of the Celestica Inc. 2025 Long Term Incentive Plan, as amended from time to time (the "***Plan***"), Celestica Inc. and its respective successors and assigns (the "***Company***"), hereby grants to the individual listed below ("***you***" or the "***Participant***") the number of Restricted Share Units (the "***RSUs***") set forth below. This award of RSUs (this "***Award***") is subject to the terms and conditions set forth herein and in the Restricted Share Unit Agreement attached hereto as Exhibit A (the "***Agreement***") and the Plan, each of which is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan available at [*].

Participant:	[__]
Employee Number:	[__]
Date of Grant:	[__]
Total Number of Restricted Share Units:	[__]
Vesting Commencement Date:	[__]
Vesting Schedule:	[One-third of the RSUs will vest on each of the first two anniversaries of the Date of Grant and December 1st following the second anniversary and will be settled in accordance with Section 3 of the Agreement]

By clicking the "**Accept**" button below, which shall constitute or be equivalent to your signature in writing, you: (i) agree to be bound by the terms and conditions of the Plan, the Agreement and this Restricted Share Unit Grant Notice (this "***Grant Notice***"); and (ii) acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan and this Grant Notice. You also understand that in order to validate the RSUs granted herein, you must accept the grant within 30 days of notification from the Administrator, and failure to do so within 30 days will result in cancellation of the RSU grant. You hereby agree to accept as final, binding and conclusive all decisions or interpretations of the Administrator regarding any questions or determinations that arise under the Agreement, the Plan or this Grant Notice.

[*]

RESTRICTED SHARE UNIT AGREEMENT

This Restricted Share Unit Agreement (together with the Grant Notice to which this Agreement is attached, this "***Agreement***") is made as of the Date of Grant set forth in the Grant Notice by and between the Company and the Participant set forth in the Grant Notice. Capitalized terms used but not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice.

1. **Award**. In consideration of the Participant's employment or engagement with the Company or its Affiliates and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Date of Grant set forth in the Grant Notice (the "***Date of Grant***"), the Company hereby grants to the Participant the number of RSUs set forth in the Grant Notice on the terms and conditions set forth in the Grant Notice, this Agreement and the Plan, which is incorporated herein by reference as a part of this Agreement. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control. To the extent vested, each RSU represents the right to receive one Share, subject to the terms and conditions set forth in the Grant Notice, this Agreement and the Plan. Unless and until the RSUs have become vested in the manner set forth in the Grant Notice, the Participant will have no right to receive any Shares or other payments in respect of the RSUs. Prior to settlement of this Award, the RSUs and this Award represent an unsecured obligation of the Company, payable only from the general assets of the Company.

2. **Vesting of RSUs**.

(a) Vesting Schedule. The RSUs shall vest in accordance with the vesting schedule set forth in the Grant Notice. Unless and until the RSUs have vested in accordance with such vesting schedule, the Participant will have no right to receive any dividends or other distribution with respect to the RSUs.

(b) Termination of Service. Upon a Termination of Service with the Company or an Affiliate prior to the vesting of all of the RSUs, any unvested RSUs (and all the rights arising from such RSUs and from being a holder thereof) will be treated in accordance with Exhibit I of the Plan available at [*], which the Participant hereby acknowledges to have been provided with access to and read in its entirety.

(c) Waiver of Common Law or Civil Law Damages. The Participant shall have no entitlement to damages or other compensation whatsoever arising from, in lieu of, or related to not receiving, any RSUs that would have vested or been granted after the Participant's date of Termination of Service.

3. **Settlement of RSUs**. As soon as administratively practicable following the vesting of RSUs pursuant to Section 2, but in no event later than the earlier of (a) 90 days after such vesting date or (b) if the Participant is a U.S. taxpayer, the 15th day of the third month following the end of the taxable year in which the RSUs vest, the Company shall deliver to the Participant a number of Shares equal to the number of RSUs subject to this Award. All Shares issued hereunder shall be delivered either by delivering one or more certificates or direct registration statements for such Shares to the Participant or by entering such Shares in book-entry form, as determined by the Administrator in its sole discretion. The value of Shares shall not bear any interest owing to the passage of time. Neither this Section 3 nor any action taken pursuant to or in accordance with this Agreement shall be construed to create a trust or a funded or secured obligation of any kind. All RSUs that are issued to persons who are subject to tax under the *Income Tax Act* (Canada) (the "***ITA***") in respect of their RSUs shall be settled in Shares issued from

the Company (such that they are governed by Section 7 of the ITA) if the time of settlement of such RSUs exceeds the three year period prescribed in paragraph (k) of the definition of "salary deferral arrangement" under the ITA. All other RSUs, other than those referenced in the forgoing, may be settled in such manner as the Company shall determine including through the delivery of shares on the open market.

4. **Leave of Absence**. With respect to the Award, the Company may, in its sole discretion, determine that if the Participant is on a leave of absence for any reason the Participant will be considered to still be in the employ of, or providing services for, the Company, provided that rights to the RSUs during a leave of absence will be limited to the extent to which those rights were earned or vested when the leave of absence began.

5. **Non-Transferability**. During the lifetime of the Participant, the RSUs may not be sold, pledged, assigned or transferred in any manner other than by will or by the laws of descent and distribution, unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. **Neither the RSUs nor any interest or right therein shall be liable for the debts, contracts or engagements of the Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means, whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.**

6. **Compliance with Applicable Law**. Notwithstanding any provision of this Agreement to the contrary, the grant of the RSUs and the issuance of Shares hereunder will be subject to compliance with all Applicable Laws. No Shares will be issued hereunder if such issuance would constitute a violation of Applicable Laws. In addition, Shares will not be issued hereunder unless (a) a registration statement under the Securities Act is in effect at the time of such issuance with respect to the Shares to be issued or (b) in the opinion of legal counsel to the Company, the Shares to be issued are permitted to be issued in accordance with the terms of an exemption from the prospectus and registration requirements of the Applicable Securities Laws. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary for the lawful issuance and sale of any Shares hereunder will relieve the Company of any liability in respect of the failure to issue such Shares as to which such requisite authority has not been obtained. As a condition to any issuance of Shares hereunder, the Company may require the Participant to satisfy any requirements that may be necessary or appropriate to evidence compliance with all Applicable Laws and to make any representation or warranty with respect to such compliance as may be requested by the Company.

7. **Tax Withholding**. To the extent that the receipt, vesting or settlement of this Award results in compensation income or wages to the Participant for federal, state, provincial, local or foreign tax purposes, the Participant shall make arrangements satisfactory to the Company for the satisfaction of obligations for the payment of withholding taxes and other tax obligations relating to this Award, which arrangements include the delivery of cash or cash equivalents, Shares (including previously owned Shares, net settlement, a broker-assisted sale, or other cashless withholding or reduction of the amount of Shares otherwise issuable or delivered pursuant to this Award), other property, or any other legal consideration the Administrator deems appropriate. If such tax obligations are satisfied through net settlement or the surrender of previously owned Shares, the maximum number of Shares that may be so withheld (or surrendered) shall be the number of Shares that have an aggregate Fair Market Value on the date of withholding or surrender equal to the aggregate amount of such tax liabilities determined based on

the greatest withholding rates for federal, state, provincial, local or foreign tax purposes, including payroll taxes, that may be utilized without creating adverse accounting treatment for the Company with respect to this Award, as determined by the Administrator. Any fraction of a Share required to satisfy such tax obligations shall be disregarded and the amount due shall be paid instead in cash to the Participant. The Participant acknowledges that there may be adverse tax consequences upon the receipt, vesting or settlement of this Award or disposition of the underlying Shares and that the Participant has been advised, and hereby is advised, to consult a tax advisor. The Participant represents that the Participant is in no manner relying on the Board, the Committee, the Company or an Affiliate or any of their respective managers, directors, officers, employees or authorized representatives (including, without limitation, attorneys, accountants, consultants, bankers, lenders, prospective lenders and financial representatives) for tax advice or an assessment of such tax consequences.

8. **Rights as a Shareholder**. The Participant shall have no rights as a shareholder of the Company with respect to any Shares that may become deliverable hereunder unless and until the Participant has become the holder of record of such Shares, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any such Shares, except as otherwise specifically provided for in the Plan or this Agreement.

9. **Agreement to Furnish Information**. The Participant agrees to furnish to the Company all information requested by the Company to enable it to comply with any reporting or other requirement imposed upon the Company by or under any Applicable Laws.

10. **No Right to Continued Employment, Service or Awards**. Nothing in the adoption of the Plan, nor the award of the RSUs thereunder pursuant to the Grant Notice and this Agreement, shall confer upon the Participant the right to continued employment by, or a continued service relationship with, the Company or any Affiliate, or any other entity, or affect in any way the right of the Company or any such Affiliate, or any other entity to terminate such employment or other service relationship at any time. The grant of the RSUs is a one-time benefit and does not create any contractual or other right to receive a grant of Awards or benefits in lieu of Awards in the future. Any future Awards will be granted at the sole discretion of the Company. The Participant will not be entitled to any additional grant of Awards after the date of his or her Termination of Service.

11. **Execution of Receipts and Releases**. Any issuance or transfer of Shares underling the RSUs or other property or cash to the Participant or the Participant's legal representative, heir, legatee or distributee, in accordance with this Agreement shall be in full satisfaction of all claims of such Person hereunder. As a condition precedent to such payment or issuance, the Company may require the Participant or the Participant's legal representative, heir, legatee or distributee to execute (and not revoke within any time provided to do so) a release and receipt therefor in such form as it shall determine appropriate.

12. **Company Records**. Records of the Company regarding the Participant's service, contact information and other matters shall be conclusive for all purposes hereunder, unless determined by the Company to be incorrect.

13. **Notices**. Any notice or other communication required or permitted under this Agreement shall be in writing and deemed given (a) when transmitted by the Company to the Participant's last-known email address on file with the Company, or (b) when transmitted by the Participant to the Company at [*] (or such other email address as the Company may designate in writing). Email shall be the exclusive method of notice unless the Company specifies another method in writing.

14. **Consent to Electronic Delivery; Electronic Signature**. In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet to which the Participant has access. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature.

15. **Successors and Assigns**. The Company may assign any of its rights under this Agreement without the Participant's consent. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the Person(s) to whom the RSUs may be transferred by will or the laws of descent or distribution.

16. **Severability and Waiver**. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of such breach or to exercise any such right shall not deprive the party of the right to take action at any time while or after such breach or condition giving rise to such rights continues.

17. **Insider Trading Policy**. The Participant acknowledges and agrees to comply with the Company's Insider Trading Policy, as may be amended from time to time, including with respect to any transactions involving Shares acquired pursuant to this Award.

18. **Company Recoupment of Awards**. The Participant acknowledges and agrees:

(a) The Participant's rights with respect to this Award shall in all events be subject to any right that the Company may have under the Company's Clawback Policy, Incentive Compensation Recoupment Policy, and any other claw-back policy that the Company may adopt from time to time, including any claw-back policy adopted to comply with Applicable Laws; and

(b) If, at any time at any time during the period of twelve months from the vesting date of these RSUs in accordance with Section 2 of the Agreement:

(i) You accept employment with an employer, or accept an engagement to supply services, directly or indirectly, to a third party that is in competition with the Company or any of its subsidiaries;

(ii) You fail to comply with or otherwise breach the terms and conditions of a confidentiality agreement or non-disclosure agreement with, or your confidentiality obligations to, the Company or any of its subsidiaries; or

(iii) You, on your own behalf or on others' behalf, directly or indirectly recruit, induce or solicit, or attempt to recruit, induce or solicit any current employee or other individual who is/was supplying services to the Company or any of its subsidiaries, to terminate their employment or contractual arrangements with the Company or any of its subsidiaries;

the Award shall terminate immediately and you will, if required by the Company and only to the extent permitted by applicable law, pay to the Company within ten days of written demand, an amount equal to the market value of the Shares at the time of release, net of any tax paid by you. You also agree that this provision is not an exclusive remedy, and the Company may also seek other remedies in respect of any breach of your obligations to the Company and its subsidiaries.

19. **Interpretation**. The titles and headings of paragraphs are included for convenience of reference only and are not to be considered in construction of the provisions hereof. Words used in the masculine shall apply to the feminine where applicable, and wherever the context of this Agreement dictates, the plural shall be read as the singular and the singular as the plural.

20. **Governing Law**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. With respect to any claim or dispute related to or arising under this Agreement, the Participant hereby consents to the exclusive jurisdiction, forum and venue of the courts of the Province of Ontario. In that context. The parties hereto waive, to the fullest extent permitted by law, any defenses to venue and jurisdiction the Province of Ontario.

21. **Entire Agreement; Amendment**. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the RSUs granted hereby; provided, however, that the terms of this Agreement shall not modify and shall be subject to the terms and conditions of any employment, consulting and/or severance agreement between the Company (or an Affiliate or other entity) and the Participant in effect as of the date a determination is to be made under this Agreement. Without limiting the scope of the preceding sentence, except as provided therein, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. The Administrator may, in its sole discretion, amend this Agreement from time to time in any manner that is not inconsistent with the Plan; provided, however, that except as otherwise provided in the Plan or this Agreement, any such amendment that materially reduces the rights of the Participant shall be effective only if it is in writing and signed by both the Participant and an authorized officer of the Company.

22. 22. **Section 409A**. To the extent the Participant is subject to U.S. income tax, this Agreement is intended to comply with the Nonqualified Deferred Compensation Rules or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under the Nonqualified Deferred Compensation Rules. To the extent that the Administrator determines that the RSUs may not be exempt from the Nonqualified Deferred Compensation Rules, then, if the Participant is deemed to be a "specified employee" within the meaning of the Nonqualified Deferred Compensation Rules, as determined by the Administrator, at a time when the Participant becomes eligible for settlement of the RSUs upon his or her "separation from service" within the meaning of the Nonqualified Deferred Compensation Rules, then to the extent necessary to prevent any accelerated or additional tax under the Nonqualified Deferred Compensation Rules, such settlement will be delayed until the earlier of: (a) the date that is six months following t

he Participant's separation from service and (b) the Participant's death. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with the Nonqualified Deferred Compensation Rules and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with the Nonqualified Deferred Compensation Rules.

Exhibit 10.5

July 2025

FORM OF PSU GRANT AGREEMENT

CELESTICA INC.
2025 LONG TERM INCENTIVE PLAN
PERFORMANCE SHARE UNIT GRANT NOTICE

Pursuant to the terms and conditions of the Celestica Inc. 2025 Long Term Incentive Plan, as amended from time to time (the "***Plan***"), Celestica Inc. and its respective successors and assigns (the "***Company***"), hereby grants to the individual listed below ("***you***" or the "***Participant***") the number of Performance Share Units (the "***PSUs***") set forth below. This award of PSUs (this "***Award***") is subject to the terms and conditions set forth herein and in the Performance Share Unit Agreement attached hereto as Exhibit A (the "***Agreement***") and the Plan, each of which is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan available at **[*]**.

Participant:	[__]
Employee Number:	[__]
Date of Grant:	[__]
Total Number of Performance Share Units (at 100% of target):	[__]
Vesting Commencement Date:	[__]
Performance Measures:	See Exhibit B attached hereto

By clicking the "**Accept**" button below, which shall constitute or be equivalent to your signature in writing, you: (i) agree to be bound by the terms and conditions of the Plan, the Agreement and this Performance Share Unit Grant Notice (this "***Grant Notice***"); and (ii) acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan and this Grant Notice. You also understand that in order to validate the PSUs granted herein, you must accept the grant within 30 days of notification from the Administrator, and failure to do so within 30 days will result in cancellation of the PSU grant. You hereby agree to accept as final, binding, and conclusive all decisions or interpretations of the Administrator regarding any questions or determinations that arise under the Agreement, the Plan or this Grant Notice.

[*]

PERFORMANCE SHARE UNIT AGREEMENT

This Performance Share Unit Agreement (together with the Grant Notice to which this Agreement is attached, this "***Agreement***") is made as of the Date of Grant set forth in the Grant Notice by and between the Company, and the Participant set forth in the Grant Notice. Capitalized terms used but not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice.

1. **Award**. In consideration of the Participant's employment or engagement with the Company or its Affiliates and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Date of Grant set forth in the Grant Notice (the "***Date of Grant***"), the Company hereby grants to the Participant the number of PSUs set forth in the Grant Notice on the terms and conditions set forth in the Grant Notice, this Agreement and the Plan, which is incorporated herein by reference as a part of this Agreement. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control. To the extent vested, each PSU represents the right to receive one Share, subject to the terms and conditions set forth in the Grant Notice, this Agreement and the Plan. Unless and until the PSUs have become vested in the manner set forth in the Grant Notice, the Participant will have no right to receive any Shares or other payments in respect of the PSUs. Prior to settlement of this Award, the PSUs and this Award represent an unsecured obligation of the Company, payable only from the general assets of the Company.

2. **Vesting of PSUs**.

(a) Vesting Schedule. The PSUs shall vest in accordance with the vesting schedule set forth in the Grant Notice. Unless and until the PSUs have vested in accordance with such vesting schedule, the Participant will have no right to receive any dividends or other distribution with respect to the PSUs.

(b) Termination of Service. Upon a Termination of Service with the Company or an Affiliate prior to the vesting of all of the PSUs, any unvested PSUs (and all the rights arising from such PSUs and from being a holder thereof) will be treated in accordance with Exhibit I of the Plan available at **[*]**, which the Participant hereby acknowledges to have been provided with access to and read in its entirety.

(c) Waiver of Common Law or Civil Law Damages. The Participant shall have no entitlement to damages or other compensation whatsoever arising from, in lieu of, or related to not receiving, any PSUs that would have vested or been granted after the Participant's date of Termination of Service.

3. **Settlement of PSUs**. As soon as administratively practicable following the vesting of PSUs pursuant to Section 2, but in no event later than the earlier of (a) 90 days after such vesting date or (b) if the Participant is a U.S. taxpayer, the 15th day of the third month following the end of the taxable year in which the PSUs vest, the Company shall deliver to the Participant a number of Shares equal to the number of PSUs subject to this Award. All Shares issued hereunder shall be delivered either by delivering one or more certificates or direct registration statements for such Shares to the Participant or by entering such Shares in book-entry form, as determined by the Administrator in its sole discretion. The value of Shares shall not bear any interest owing to the passage of time. Neither this Section 3, nor any action taken pursuant to or in accordance with this Agreement shall be construed to create a trust or a funded or secured obligation of any kind. All PSUs that are issued to persons who are subject to tax under the *Income Tax Act* (Canada) (the "***ITA***") in respect of their PSUs shall be settled in Shares issued from the

Company (such that they are governed by Section 7 of the ITA) if the time of settlement of such PSUs exceeds the three year period prescribed in paragraph (k) of the definition of "salary deferral arrangement" under the ITA. All other PSUs, other than those referenced in the forgoing, may be settled in such manner as the Company shall determine including through the delivery of shares on the open market.

4. **Leave of Absence**. With respect to the Award, the Company may, in its sole discretion, determine that if the Participant is on a leave of absence for any reason the Participant will be considered to still be in the employ of, or providing services for, the Company, provided that rights to the PSUs during a leave of absence will be limited to the extent to which those rights were earned or vested when the leave of absence began.

5. **Non-Transferability**. During the lifetime of the Participant, the PSUs may not be sold, pledged, assigned or transferred in any manner other than by will or by the laws of descent and distribution, unless and until the Shares underlying the PSUs have been issued, and all restrictions applicable to such Shares have lapsed. **Neither the PSUs nor any interest or right therein shall be liable for the debts, contracts or engagements of the Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means, whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.**

6. **Compliance with Applicable Law**. Notwithstanding any provision of this Agreement to the contrary, the grant of PSUs and the issuance of Shares hereunder will be subject to compliance with all Applicable Laws. No Shares will be issued hereunder if such issuance would constitute a violation of Applicable Laws. In addition, Shares will not be issued hereunder unless (a) a registration statement under the Securities Act is in effect at the time of such issuance with respect to the Shares to be issued or (b) in the opinion of legal counsel to the Company, the Shares to be issued are permitted to be issued in accordance with the terms of an exemption from the prospectus and registration requirements of the Applicable Securities Laws. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary for the lawful issuance and sale of any Shares hereunder will relieve the Company of any liability in respect of the failure to issue such Shares as to which such requisite authority has not been obtained. As a condition to any issuance of Shares hereunder, the Company may require the Participant to satisfy any requirements that may be necessary or appropriate to evidence compliance with all Applicable Laws and to make any representation or warranty with respect to such compliance as may be requested by the Company.

7. **Tax Withholding**. To the extent that the receipt, vesting or settlement of this Award results in compensation income or wages to the Participant for federal, state, provincial, local or foreign tax purposes, the Participant shall make arrangements satisfactory to the Company for the satisfaction of obligations for the payment of withholding taxes and other tax obligations relating to this Award, which arrangements include the delivery of cash or cash equivalents, Shares (including previously owned Shares, net settlement, a broker-assisted sale, or other cashless withholding or reduction of the amount of Shares otherwise issuable or delivered pursuant to this Award), other property, or any other legal consideration the Administrator deems appropriate. If such tax obligations are satisfied through net settlement or the surrender of previously owned Shares, the maximum number of Shares that may be so withheld (or surrendered) shall be the number of Shares that have an aggregate Fair Market Value on the date of withholding or surrender equal to the aggregate amount of such tax liabilities determined based on

the greatest withholding rates for federal, state, provincial, local or foreign tax purposes, including payroll taxes, that may be utilized without creating adverse accounting treatment for the Company with respect to this Award, as determined by the Administrator. Any fraction of a Share required to satisfy such tax obligations shall be disregarded and the amount due shall be paid instead in cash to the Participant. The Participant acknowledges that there may be adverse tax consequences upon the receipt, vesting or settlement of this Award or disposition of the underlying Shares and that the Participant has been advised, and hereby is advised, to consult a tax advisor. The Participant represents that the Participant is in no manner relying on the Board, the Committee, the Company or an Affiliate or any of their respective managers, directors, officers, employees or authorized representatives (including, without limitation, attorneys, accountants, consultants, bankers, lenders, prospective lenders and financial representatives) for tax advice or an assessment of such tax consequences.

8. **Rights as a Shareholder**. The Participant shall have no rights as a shareholder of the Company with respect to any Shares that may become deliverable hereunder unless and until the Participant has become the holder of record of such Shares, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any such Shares, except as otherwise specifically provided for in the Plan or this Agreement.

9. **Agreement to Furnish Information**. The Participant agrees to furnish to the Company all information requested by the Company to enable it to comply with any reporting or other requirement imposed upon the Company by or under any Applicable Laws.

10. **No Right to Continued Employment, Service or Awards**. Nothing in the adoption of the Plan, nor the award of the PSUs thereunder pursuant to the Grant Notice and this Agreement, shall confer upon the Participant the right to continued employment by, or a continued service relationship with, the Company or any Affiliate, or any other entity, or affect in any way the right of the Company or any such Affiliate, or any other entity to terminate such employment or other service relationship at any time. The grant of the PSUs is a one-time benefit and does not create any contractual or other right to receive a grant of Awards or benefits in lieu of Awards in the future. Any future Awards will be granted at the sole discretion of the Company. The Participant will not be entitled to any additional grant of Awards after the date of his or her Termination of Service.

11. **Execution of Receipts and Releases**. Any issuance or transfer of Shares underling the PSUs or other property or cash to the Participant or the Participant's legal representative, heir, legatee or distributee, in accordance with this Agreement shall be in full satisfaction of all claims of such Person hereunder. As a condition precedent to such payment or issuance, the Company may require the Participant or the Participant's legal representative, heir, legatee or distributee to execute (and not revoke within any time provided to do so) a release and receipt therefor in such form as it shall determine appropriate.

12. **Company Records**. Records of the Company regarding the Participant's service, contact information, and other matters shall be conclusive for all purposes hereunder, unless determined by the Company to be incorrect.

13. **Notices**. Any notice or other communication required or permitted under this Agreement shall be in writing and deemed given (a) when transmitted by the Company to the Participant's last-known email address on file with the Company, or (b) when transmitted by the Participant to the Company at **[*]** (or such other email address as the Company may designate in writing). Email shall be the exclusive method of notice unless the Company specifies another method in writing.

14. **Consent to Electronic Delivery; Electronic Signature**. In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet to which the Participant has access. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature.

15. **Successors and Assigns**. The Company may assign any of its rights under this Agreement without the Participant's consent. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the Person(s) to whom the PSUs may be transferred by will or the laws of descent or distribution.

16. **Severability and Waiver**. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of such breach or to exercise any such right shall not deprive the party of the right to take action at any time while or after such breach or condition giving rise to such rights continues.

17. **Insider Trading Policy**. The Participant acknowledges and agrees to comply with the Company's Insider Trading Policy, as may be amended from time to time, including with respect to any transactions involving Shares acquired pursuant to this Award.

18. **Company Recoupment of Awards**. The Participant acknowledges and agrees:

(a) The Participant's rights with respect to this Award shall in all events be subject to any right that the Company may have under the Company's Clawback Policy, Incentive Compensation Recoupment Policy, and any other claw-back policy that the Company may adopt from time to time, including any claw-back policy adopted to comply with Applicable Laws; and

(b) If, at any time at any time during the period of twelve months from the vesting date of these PSUs in accordance with Section 2 of the Agreement:

(i) You accept employment with an employer, or accept an engagement to supply services, directly or indirectly, to a third party that is in competition with the Company or any of its subsidiaries;

(ii) You fail to comply with or otherwise breach the terms and conditions of a confidentiality agreement or non-disclosure agreement with, or your confidentiality obligations to, the Company or any of its subsidiaries; or

(iii) You, on your own behalf or on others' behalf, directly or indirectly recruit, induce or solicit, or attempt to recruit, induce or solicit any current employee or other individual who is/was supplying services to the Company or any of its subsidiaries, to terminate their employment or contractual arrangements with the Company or any of its subsidiaries;

the Award shall terminate immediately and you will, if required by the Company and only to the extent permitted by applicable law, pay to the Company within ten days of written demand, an amount equal to the market value of the Shares at the time of release, net of any tax paid by you. You also agree that this provision is not an exclusive remedy, and the Company may also seek other remedies in respect of any breach of your obligations to the Company and its subsidiaries.

19. **Interpretation**. The titles and headings of paragraphs are included for convenience of reference only and are not to be considered in construction of the provisions hereof. Words used in the masculine shall apply to the feminine where applicable, and wherever the context of this Agreement dictates, the plural shall be read as the singular and the singular as the plural.

20. **Governing Law**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. With respect to any claim or dispute related to or arising under this Agreement, the Participant hereby consents to the exclusive jurisdiction, forum and venue of the courts of the Province of Ontario. In that context. The parties hereto waive, to the fullest extent permitted by law, any defenses to venue and jurisdiction the Province of Ontario.

21. **Entire Agreement; Amendment**. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to the PSUs granted hereby; provided, however, that the terms of this Agreement shall not modify and shall be subject to the terms and conditions of any employment, consulting and/or severance agreement between the Company (or an Affiliate or other entity) and the Participant in effect as of the date a determination is to be made under this Agreement. Without limiting the scope of the preceding sentence, except as provided therein, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. The Administrator may, in its sole discretion, amend this Agreement from time to time in any manner that is not inconsistent with the Plan; provided, however, that except as otherwise provided in the Plan or this Agreement, any such amendment that materially reduces the rights of the Participant shall be effective only if it is in writing and signed by both the Participant and an authorized officer of the Company.

22. **Section 409A**. To the extent the Participant is subject to U.S. income tax, this Agreement is intended to comply with the Nonqualified Deferred Compensation Rules or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under the Nonqualified Deferred Compensation Rules. To the extent that the Administrator determines that the PSUs may not be exempt from the Nonqualified Deferred Compensation Rules, then, if the Participant is deemed to be a "specified employee" within the meaning of the Nonqualified Deferred Compensation Rules, as determined by the Administrator, at a time when the Participant becomes eligible for settlement of the PSUs upon his or her "separation from service" within the meaning of the Nonqualified Deferred Compensation Rules, then to the extent necessary to prevent any accelerated or additional tax under the Nonqualified Deferred Compensation Rules, such settlement will be delayed until the earlier of: (a) the date that is six months following the

Participant's separation from service and (b) the Participant's death. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with the Nonqualified Deferred Compensation Rules and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with the Nonqualified Deferred Compensation Rules.

CELESTICA INC.
2025 LONG TERM INCENTIVE PLAN

Performance Measures

[*]

Exhibit 10.7

To:

Indemnity

In consideration of your service or continued service in any of the following capacities:

as a director of Celestica Inc. (the "Corporation");

as an officer of the Corporation;

as a director of any other entity that you are serving in such capacity at the request of the Corporation;

as an officer of any other entity that you are serving in such capacity at the request of the Corporation,

such capacities referred to herein as the "Indemnified Capacities", the Corporation with full power and authority to grant an indemnity valid and binding upon and enforceable against it in the terms hereinafter contained, hereby agrees to indemnify you to the full extent contemplated by this agreement.

1. Scope of Indemnity

The Corporation shall indemnify and hold you harmless for the full amount of any "Cost" (as hereinafter defined) reasonably incurred by you in connection with any "Proceeding" (as hereinafter defined) that may be made or asserted against or affecting you or in which you are required by law to participate or in which you participate at the request of the Corporation or in which you choose to participate (based on your reasonable belief that you may be subsequently named in that Proceeding or any Proceeding related to it) if you are involved because of your Indemnified Capacity or former Indemnified Capacity, in any case whether or not you have been named (an "Indemnified Claim"). Any amount, which the Corporation is obliged to pay pursuant hereto, is referred to as an "Indemnified Amount".

For the purposes of this agreement:

"Cost" means all liability, loss, damage, charge, cost, fine, expense or settlement amount whatsoever which you may reasonably incur, suffer or be required to pay (including, without limitation, all legal and other professional fees as well as all out-of-pocket expenses for attending discoveries, trials, hearings and meetings).

"Proceeding" means any claim, action, suit, application, litigation, charge, complaint, prosecution, assessment, reassessment, investigation, inquiry, hearing or proceeding of any nature or kind whatsoever, whether civil, criminal, administrative, investigative or otherwise.

2. Procedure for Making a Claim

If you wish to make any claim for payment of an Indemnified Amount to you by the Corporation hereunder, you shall deliver a written notice of such claim for payment to the Corporation, together with reasonable details and supporting documentation with respect to such claim (such written notice referred to herein as an "Indemnification Notice"). The Corporation shall pay all Indemnified Amounts claimed in the Indemnification Notice to you (or as you may direct) no later than 10 days after the date on which you deliver the Indemnification Notice to the Corporation.

3. Notice of Claim

(a) By the Director to the Corporation

If you become aware of any Indemnified Claim or reasonably expect that an Indemnified Claim will be made, you will promptly give the Corporation written notice of such Indemnified Claim or potential Indemnified Claim.

(b) By the Corporation to the Director

If the Corporation becomes aware of any Indemnified Claim or reasonably expects that an Indemnified Claim will be made, the Corporation will promptly give you written notice of such Indemnified Claim or potential Indemnified Claim. Notice shall be given to the Corporate Secretary, with a copy to the Chairman.

4. Former Directors and Officers

(a) You shall continue to be entitled to indemnification hereunder, even though you may no longer be acting in an Indemnified Capacity.

(b) You and your advisors shall at all times be entitled to review during regular business hours all documents, records and other information with respect to the Corporation or any entity in which you acted in an Indemnified Capacity which are under the Corporation's control and which may be reasonably necessary in order to defend yourself against any Proceeding that relates to, arises from or is based on your service in an Indemnified Capacity, provided that you shall maintain all such information in strictest confidence except to the extent necessary for your defence.

5. No Obligation to Pay Indemnities Prohibited by Law

(a) The Corporation shall have no obligation to pay any Indemnified Amount hereunder if the payment of such amount is prohibited under the provisions of the Business Corporations Act (Ontario) or otherwise by law.

(b) If the Corporation pays an Indemnified Amount which it is prohibited from paying by law, then such amount shall be deemed to have been a loan by the

Corporation to you and upon written request by the Corporation, you shall repay such amounts to the Corporation.

6. Court Approval

(a) If the Corporation is required to obtain the approval of the court in order to pay any Indemnified Amount, the Corporation shall seek such approval forthwith upon demand by you for indemnification.

(b) In the event of a dispute under this agreement, the Corporation shall apply to the court to approve a payment under this agreement forthwith upon receiving a written request from you to do so.

7. Advances

The Corporation shall advance amounts under this indemnity prior to the resolution of the merits of any Proceeding, including, without limitation, in circumstances in which any shareholder causes the Corporation to commence any action against you.

8. Insurance

The Corporation will advise you promptly after it becomes aware of any material change in or withdrawal of or lapse in coverage of any insurance policy of the Corporation's existing directors and officers, details of any claim made under such a policy and the triggering of any extended reporting period applicable to any such policy.

9. Enurement

This indemnity and the benefit of the obligations of the undersigned hereunder shall inure to the benefit of you, your heirs, estate, executors and administrators and shall be binding upon the Corporation's successors and assigns.

10. Previous Indemnities

This indemnity supersedes and replaces all prior indemnities entered into between the Corporation and you with respect to the subject matter of this indemnity, provided however, that nothing in this provision shall operate to restrict in any way any indemnity to which you are entitled under the Corporation's by-laws or otherwise at law.

11. Jurisdiction

The courts of the Province of Ontario, Canada shall have exclusive jurisdiction with respect to all matters dealing with the enforcement of or otherwise arising out of or in connection with this indemnity, and by accepting and relying hereon you expressly and irrevocably submit and attorn to the exclusive jurisdiction of, and irrevocably agree to be bound by a judgment of, any such court relating to all such matters.

12. Governing Law

This indemnity shall in all respects be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and all disputes, claims or matters arising out of or under it shall be governed by such laws.

DATED this _____ day of _____, 20__.

CELESTICA INC.
By: _____

The undersigned accepts the foregoing indemnity and agrees to comply with the terms and conditions set out above.

_____

Exhibit 31.1

CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert A. Mionis, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Celestica 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 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 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: July 28, 2025

/s/ Robert A. Mionis
Robert A. Mionis
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mandeep Chawla, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Celestica 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 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

1. The registrant's other certifying officer 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: July 28, 2025

/s/ Mandeep Chawla
Mandeep Chawla
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

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

In connection with the Quarterly Report of Celestica Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

July 28, 2025

/s/ Robert A. Mionis
Robert A. Mionis
Chief Executive Officer
(Principal Executive Officer)

July 28, 2025

/s/ Mandeep Chawla
Mandeep Chawla
Chief Financial Officer
(Principal Financial Officer)