UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)

August 11, 2026

Fabrinet
(Exact name of registrant as specified in its charter)

Cayman Islands	001-34775	98-1228572
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

c/o Walkers Corporate Ltd.
190 Elgin Avenue, George Town
Grand Cayman
KY1-9008
Cayman Islands

(Address of principal executive offices, including zip code)

+66 2-524-9600
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, $0.01 par value	**FN**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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. ☐

Item 1.01 Entry Into a Material Definitive Agreement.

On August 17, 2026, Fabrinet Co., Ltd., a private limited company incorporated and existing under the laws of Thailand (the “Borrower”), and Bank of Ayudhya Public Company Limited (the “Bank”) entered into an amendment (the “Amendment Agreement”) to the Credit Facility Agreement, dated as of August 20, 2019, by and between the Borrower and the Bank (as amended, the “Facility Agreement”), to (1) increase the facility to THB 2.61 billion (approximately $78.3 million based on the applicable exchange rate as of August 17, 2026) and $100.0 million and (2) extend the drawdown period of the facility to August 20, 2044. The Borrower is a wholly-owned subsidiary of Fabrinet (“Fabrinet” or the “Company”).

On August 17, 2026, the Borrower and the Bank also entered into a term loan agreement (the “Term Loan Agreement”) pursuant to which the Borrower borrowed a term loan in the original principal amount of THB 2.50 billion (approximately $75.0 million based on the applicable exchange rate as of August 17, 2026) under the Facility Agreement (the “Term Loan”). The Term Loan is guaranteed by the Company. The proceeds of the Term Loan, together with cash on hand, were used to support the Company’s capital expenditures.

The Term Loan Agreement contains affirmative and negative covenants applicable to the Borrower, including delivery of financial statements and other information, compliance with laws, and restrictions on granting security interests or liens on its assets, disposing of its assets, incurring indebtedness and making acquisitions. The events of default in the Term Loan Agreement include failure to pay amounts due under the Term Loan Agreement or the related finance documents when due, failure to comply with the covenants under the Term Loan Agreement or the related finance documents, cross default with other indebtedness of the Borrower, events of bankruptcy or insolvency in respect of the Borrower, and the occurrence of any event or series of events that in the opinion of the Bank has or is reasonably likely to have a material adverse effect.

The foregoing description is qualified in its entirety by reference to the Amendment Agreement and Term Loan Agreement, copies of which are attached as Exhibit 10.1 and Exhibit 10.2, respectively, to this report and are incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition.

On August 17, 2026, Fabrinet issued a press release regarding its financial results for its fiscal quarter and year ended June 26, 2026. A copy of the press release is furnished as Exhibit 99.1 to this report.

The information in this Item 2.02 and the press release attached hereto as Exhibit 99.1 shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), nor shall they be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01, “Entry into a Material Definitive Agreement,” is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Fiscal 2027 Executive Incentive Plan

On August 11, 2026, the Compensation Committee (the “Compensation Committee”) of the board of directors of Fabrinet adopted an executive incentive plan (the “Cash Bonus Plan”) for the Company’s fiscal year ending June 25, 2027 (“fiscal 2027”). The Cash Bonus Plan is an incentive program designed to motivate participants to achieve the Company’s financial objectives, and to reward them for their achievements when those objectives are met. All of the Company’s executive officers pursuant to Section 16 of the Exchange Act are eligible to participate in the Cash Bonus Plan (individually, a “Participant,” and collectively, the “Participants”). The Cash Bonus Plan provides for target and maximum bonus amounts as set forth in the table below. The maximum bonus that a Participant may receive under the Cash Bonus Plan is 120% of such Participant’s target bonus.

Name	Fiscal 2027 Target Bonus	Fiscal 2027 Maximum Bonus
Seamus Grady	$2,625,000	$3,150,000
Dr. Harpal Gill	$1,560,000	$1,872,000
Csaba Sverha	THB 29,446,647	THB 35,335,976
Edward Archer	$510,000	$612,000

The amount of bonus actually paid to a Participant under the Cash Bonus Plan will be based 50% on the extent of achievement of a fiscal 2027 revenue metric and 50% on the extent of achievement of a fiscal 2027 non-GAAP operating margin metric. As achievement of each financial metric is considered independently from the other, the Company must meet a threshold for each metric in order for a Participant to receive any credit for that metric. If the Company achieves 100% of a target financial metric, bonuses would be paid out at 100% of the target amount with respect to that financial metric component. If the Company achieves 105% or more of a target financial metric, bonuses would be paid out at 120% of the target amount (which is the maximum) with respect to that financial metric component. Achievement of the revenue or non-GAAP operating margin metric for fiscal 2027 at a level between 100% and 105% of the target metric will result in a bonus amount for the applicable metric that is scaled from 100% to 120% of the target amount in a linear fashion. Achievement of the revenue or non-GAAP operating margin metric for fiscal 2027 at a level between 90% and 100% of the target metric will result in a bonus amount for the applicable metric that is scaled from 20% to 100% of the target amount in a linear fashion.

Fiscal 2027 Salaries

On August 11, 2026, the Compensation Committee approved an increase to the annual base salaries of the Company's named executive officers set forth below, effective as of June 27, 2026, the first day of fiscal 2027.

Name	Title	Previous Annual Base Salary	Fiscal 2027 Annual Base Salary	Change
Seamus Grady	Chief Executive Officer	$1,380,000	$1,500,000	8.7%
Dr. Harpal Gill	President and Chief Operating Officer	$1,125,000	$1,200,000	6.7%
Csaba Sverha	Executive Vice President, Chief Financial Officer	THB 24,380,400	THB 26,769,679	9.8%
Edward Archer	Executive Vice President, Sales & Marketing	$540,000	$600,000	11.1%

Equity Award Grants

On August 11, 2026, the Compensation Committee approved the grant, effective as of August 20, 2026 (the "Grant Date"), of the following dollar values of restricted share units ("RSUs"), performance share units ("PSUs") and "stretch" PSUs ("Stretch PSUs"), rounded up to the nearest whole share, to the Company's named executive officers as a component of their fiscal 2027 compensation:

Name	Grant Date Value of RSUs	Grant Date Value of PSUs	Grant Date Value of "Stretch" PSUs
Seamus Grady	$10,000,000	$10,000,000	$10,000,000
Dr. Harpal Gill	$1,900,000	$1,900,000	$1,900,000
Csaba Sverha	$1,200,000	$1,200,000	$1,200,000
Edward Archer	$900,000	$900,000	$900,000

The grants will be made under the Company's 2020 Equity Incentive Plan. The RSUs will be scheduled to vest in equal annual installments over a period of three years on each anniversary of the Grant Date, subject to the individual's continued service with the Company through each such vesting date.

The PSUs will vest, if at all, following a 2-year performance period, on the date the Compensation Committee certifies achievement of the performance criteria set forth below, subject to the individual's continued service with the Company through such vesting date. Vesting of the PSUs will be based 50% on achievement of a cumulative fiscal 2027 and fiscal 2028 revenue goal (the "PSU Revenue Target") and 50% on achievement of a cumulative fiscal 2027 and fiscal 2028 non-GAAP operating margin goal (the "PSU Operating Margin Target"). As achievement of each financial goal is considered independently from the other, the Company must meet a threshold for each goal in order for an individual to receive any credit for that goal. If the Company achieves 100% or more of a target financial goal, the PSUs will vest as to 100% of the PSUs allocated to that financial goal. Achievement of the PSU Revenue Target or the PSU Operating Margin Target at a level between 90% and 100% will result in a number of shares vesting for the applicable goal that is scaled from 20% to 100% of the PSUs allocated to that goal in a linear fashion.

The Stretch PSUs will vest, if at all, following a 2-year performance period, on the date the Compensation Committee certifies achievement of the performance criteria set forth below, subject to the individual's continued service with the Company through such vesting date. Vesting of the Stretch PSUs will be based 50% on achievement of a cumulative fiscal 2027 and fiscal 2028 revenue goal that is 5% higher than the PSU Revenue Target (the "Stretch PSU Revenue Target") and 50% on achievement of a cumulative fiscal 2027 and fiscal 2028 non-GAAP operating margin goal that is 5% higher than the PSU Operating Margin Target (the "Stretch PSU Operating Margin Target"). As achievement of each financial goal is considered independently from the other, the Company must meet a threshold for each goal in order for an individual to receive any credit for that goal. The Company must exceed the PSU Revenue Target or the PSU Operating Margin Target in order for any of the Stretch PSUs to vest. If the Company achieves 100% or more of a target financial goal, the Stretch PSUs will vest as to 100% of the PSUs allocated to that financial goal. Achievement of the Stretch PSU Revenue Target at a level between its threshold PSU Revenue Target and 100% will result in a number of shares vesting for that goal that is scaled from 0% to 100% of the PSUs allocated to that goal in a linear fashion. Achievement of the Stretch PSU Operating Margin Target at a level between its threshold PSU Operating Margin Target and 100% will result in a number of shares vesting for that goal that is scaled from 0% to 100% of the PSUs allocated to that goal in a linear fashion.

In the event of a change in control of Fabrinet, the awards of PSUs and Stretch PSUs described above that are then outstanding will be treated as follows. To the extent that the performance period has not yet been completed as of the change in control, (1) the performance period for any Company revenue goals will be shortened to end shortly before the change in control and achievement of revenue will be measured based on goals that are prorated for the shortened performance period, and (2) the performance period for any Company operating margin goals will be deemed to be the last four consecutive fiscal quarters of the Company completed before the change in control. Any PSUs for which such applicable goal is deemed achieved will be scheduled to vest subject to the individual's continued service with Fabrinet through the last date of the award's original performance period, and will be treated as a time-based award that may be eligible for certain vesting acceleration upon a qualifying termination during a specified change in control period.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amendment Agreement (No. 2) to Credit Facility Agreement, dated as of August 17, 2026, by and between Fabrinet Co., Ltd. and Bank of Ayudhya Public Company Limited
10.2	Loan Agreement, dated as of August 17, 2026, by and between Fabrinet Co., Ltd. and Bank of Ayudhya Public Company Limited
99.1	Press release dated August 17, 2026
104	Cover Page Interactive Data File (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 hereunto duly authorized.

FABRINET

By: /s/ CSABA SVERHA

Csaba Sverha

Executive Vice President, Chief Financial Officer

Date: August 17, 2026

Exhibit 10.1

AMENDMENT AGREEMENT (NO. 2) TO CREDIT FACILITY AGREEMENT

This Amendment Agreement (No. 2) to Credit Facility Agreement (the "**Amendment Agreement**") is made on 17 August 2026

BETWEEN:

(1) **FABRINET CO., LTD.**, a company incorporated under the laws of Thailand with its registered office located at 5/6 Moo 6 Khlong Nueng Sub-District, Khlong Luang District, Pathum Thani Province, Thailand (the "**Customer**"); and

(2) **BANK OF AYUDHYA PUBLIC COMPANY LIMITED**, a public company incorporated under the laws of Thailand with its registered office located at 1222 Rama III Road, Khwaeng Bang Phongphang, Khet Yan Nawa, Bangkok, Thailand (the "**Bank**").

HEREAS:

(A) The Customer has entered into the Credit Facility Agreement dated 20 August 2019 and the Amendment Agreement (No.1) to Credit Facility Agreement dated 27 November 2024 (collectively called the "**Credit Facility Agreement**") with the Bank; and

(B) By entering into this Amendment Agreement, the parties wish to amend the Credit Facility Agreement on the terms and conditions set forth herein.

NOW THEREFORE IT IS AGREED as follows:

1. Definitions and Construction

All capitalized terms used herein shall have the meanings set out in the Credit Facility Agreement unless otherwise defined in this Amendment Agreement.

2. Effective Date

This Amendment Agreement shall be effective from the date hereof.

3. Amendments

3.1 Clause 1.1 of the Credit Facility Agreement shall be deleted by its entirety and be replaced with the following:

"1.1 The Facility

- Purpose of the Facility: To use for the business of the Customer subject to the objectives of the Customer registered with the Department of Business Development, the Ministry of Commerce including to use as working capital or revolving credit in the business or any guarantee for the Customer's business.
- Drawdown Period / Availability Period: 25 (Twenty Five) years
- Total of the facility amount ("**Facility Amount**"): Baht 2,610,000,000 (Two Thousand Six Hundred Ten Million Baht) and USD 100,000,000 (One Hundred Million United States Dollar)"

3.2 Clause 1.3 of the Credit Facility Agreement shall be deleted by its entirety and be replaced with the following:

"1.3 The Customer has provided and agrees to provide the following types of collateral to the Bank in order to secure the payment of the Facility under this Agreement:

- Guarantee: Corporate guarantee made by **Fabrinet**, Cayman Islands
- Mortgage: -
- Others: -

3.3 Clause 1.6 (Other conditions) of the Credit Facility Agreement shall be deleted by its entirety and be replaced with the following:

"1.6 Other conditions

1.6.1 Throughout the period of this Agreement, the Customer agrees to maintain its Interest Bearing Debt to Equity Ratio (IBD/E) to be not more than 1.0 time.

1.6.2 The Customer represents and warrants that the collateral provided under this Agreement shall not be inferior to other banks.

1.6.3 The Customer agrees to procure **Fabrinet** to maintain its shareholding portion at 100 (One Hundred) % in the Customer throughout the term of this Agreement."

3.4 Clause 2.4 of the Credit Facility Agreement shall be deleted by its entirety and be replaced with the following:

"2.4 The Customer agrees and consents that the Bank has, at its sole discretion, the right to review, decrease, suspend, or cancel the Facility Amount or set any conditions of the Facility of this Agreement and/or the credit limit of each type of loans or credits specified under this Agreement, without having to notify the Customer and that the Customer agrees not to make any claim or dispute against the Bank. In case that the Bank has exercised its right to cancel any loans or credits, the Customer agrees to pay the outstanding amount of such loan or credit, which has been cancelled, to the Bank in full immediately."

3.5 Clause 5.1 of the Credit Facility Agreement shall be deleted by its entirety and be replaced with the following:

"5.1 The Customer acknowledge that the Bank is entitled to set-off any debt of the Customer under this Agreement with the balance in the Customer's account or the outstanding amount owed by the Bank to the Customer without notifying the Customer in advance regardless of whether such balance or debt becomes due and payable or it is under conditions or time of commencement or ending, or required to send a notice of repayment or not. In case the debts of the Bank and the debts of the Customer are different currencies, the Bank has the right to convert such debts according to the foreign exchange rate in the market and in accordance with the set-off procedures of the Bank."

3.6 Clause 5.13 of the Credit Facility Agreement shall be inserted with the following additional provision:

"5.13 In the event that the Customer provides or procure a third party to provide asset(s) as collateral under this Agreement to the Bank, and the net proceeds from the enforcement of the mortgage through public auction or the value of the asset(s) from the foreclosure are insufficient to fully satisfy all obligations of the Customer to the Bank (including, without limitation, the outstanding principal, accrued interest, default interest, fees and expenses, the Customer agrees to be fully liable for repaying the remaining obligations to the Bank."

4. Conflict and Effect of the Amendments

4.1 Subject to Clauses 4.2 and 4.3 below, this Amendment Agreement shall form an integral part of the Credit Facility Agreement;

4.2 in the event that there is any conflict between the provision set out in the Credit Facility Agreement and those stipulated in this Amendment Agreement, the provisions in this Amendment Agreement shall prevail; and

4.3 the provisions of the Credit Facility Agreement that have not been amended by this Amendment Agreement shall continue to be binding between the parties in full force and effect.

5. Governing law

This Amendment Agreement is governed by Thai law.

Both parties hereto understand all entire terms and conditions herein. In witness whereof, the parties have signed their names.

CUSTOMER:
FABRINET CO., LTD.

By /s/ CSABA SVERHA
Name: Mr. Csaba Sverha
Title: Chief Finance Officer

BANK:
BANK OF AYUDHYA PUBLIC COMPANY LIMITED

By /s/ SUPATCHANUN KHAHATNASES By /s/ AMMARISA KHAMPHONG
Name: Supatchanun Khahatnases Name: Mrs. Ammarisa Khamphong

WITNESS:

By /s/ PANPIJIT SRISUWATCHAREE By /s/ PAWEENA YAOYOEI
Name: Ms. Panpijit Srisuwatcharee Name: Paweena Yaoyoei

LOAN AGREEMENT

FABRINET COMPANY LIMITED
AS BORROWER

AND

BANK OF AYUDHYA PUBLIC COMPANY LIMITED
AS BANK

CONTENTS

THIS AGREEMENT is made on 17 August 2026 by and between:

(1) **FABRINET COMPANY LIMITED**, a company incorporated under the laws of Thailand with its registered office located at 5/6 Moo 6 Khlong Nueng Sub-district, Khlong Luang District, Pathum Thani Province, Thailand (the **Borrower**); and

(2) **BANK OF AYUDHYA PUBLIC COMPANY LIMITED,** a public company incorporated under the laws of Thailand with its registered office located at 1222 Rama III Road, Khwaeng Bang Phongphang, Khet Yan Nawa, Bangkok, Thailand (the **Bank**).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Availability Period means a period stated in Clause 2.7 (*Availability Period*) of this Agreement.

Business Day means a day (other than a Saturday, a Sunday or a public holiday of financial institutions announced by the Bank of Thailand) on which banks are opened for general business in Bangkok, Thailand.

Commitment means the amount stated in Clause 2.1 (*Commitment*) of this Agreement.

Default means:

(a) an Event of Default; or

(b) an event or circumstance which would be (with the expiry of a grace period, the giving of notice or the making of any determination under the Finance Documents or any combination of them) an Event of Default.

Default Rate means the maximum default interest rate chargeable to the defaulting customers pursuant to the Bank’s announcement in relation to the commercial loan (for corporate).

Event of Default means an event or circumstance specified as such in Clause 10 (*Events of Default*) of this Agreement.

Finance Document means:

(a) this Agreement;

(b) if the Loan under this Agreement is a secured obligation, the Security Documents; and

(c) any other document designated as such by the Bank and the Borrower.

Fixed Deposit Interest Rate for Corporate Customers means the 12-month fixed deposit rate for corporate customers, which shall be announced by the Bank from time to time pursuant to the Bank of Thailand's announcement on the day falling two Business Days prior to the beginning date of each Interest Period (Rate Fixing Day).

Fixed Deposit Interest Rate for Individual Customers means the 12-month fixed deposit rate for individual customers, which shall be announced by the Bank from time to time pursuant to the Bank of Thailand's announcement on the day falling two Business Days prior to the first day of each Interest Period (Rate Fixing Day).

GAAP means generally accepted accounting principles in the jurisdiction of incorporation of each Obligor.

Guarantor means the person named in Clause 2.12 (*Guarantor*) (if any).

Loan means the principal amount of a borrowing under this Agreement or the outstanding principal amount of any such borrowing.

Material Adverse Effect means a material adverse effect on:

(a) the business, prospects or financial condition of any Obligor;

(b) the ability of any Obligor to perform its obligations under any Finance Document;

(c) the validity, legality or enforceability of any Finance Document or the priority and ranking of any Security Interest expressed to be created pursuant to any Finance Document; or

(d) the Bank's rights or remedy under any Finance Document.

Maturity Date means the date stated in Clause 2.4 (*Maturity Date*) of this Agreement.

MLR means the minimum loan rate charged by the Bank to its prime customers for loans, as announced from time to time by the Bank pursuant to the announcement of the Bank of Thailand.

MOR means the minimum overdraft rate charged by the Bank to its prime customers for overdrafts, as announced from time to time by the Bank pursuant to the announcement of the Bank of Thailand.

Mortgaged Property means all property that are subject to mortgage under the Security Documents.

MRR means the minimum retail rate charged by the Bank to its prime retail customers for loans, as announced from time to time by the Bank pursuant to the announcement of the Bank of Thailand.

Obligor means the Borrower, the Guarantor or an owner of the Security Asset.

Party means any party to this Agreement.

Quarter Date means the last Business Day of March, June, September and December.

Security Asset means all security assets provided by an Obligor to the Bank as security under any Finance Documents.

Security Documents means:

(a) any documents stated in Clause 2.11 (*Security*); and guarantee provided by the Guarantor (s) specified in Clause 2.12 (Guarantor (s)); and

(b) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to the Bank under the Finance Documents.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or any other agreement or arrangement having a similar effect.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

Utilisation Date means the date on which the relevant Loan is to be made.

Utilisation Request means a request for a Loan, substantially in the form of Schedule 1 (*Form of Utilisation Request*).

1.2 CONSTRUCTION

(a) In this Agreement, unless the contrary intention appears, a reference to:

(i) an **amendment** includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (however fundamental and whether or not more onerous) and **amended** will be construed accordingly;

(ii) **assets** include present and future properties, business, revenues and rights of every description;

(iii) an **authorisation** includes an authorisation, consent, approval, resolution, permit, licence, exemption, filing, registration, permission or notarisation of any governmental or other authority or any other person;

(iv) **disposal** means a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly;

(v) **indebtedness** includes any obligation (whether incurred as principal or as surety and whether present or future, actual or contingent) for the payment or repayment of money;

(vi) a **person** includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity;

(vii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which any person to which it applies is accustomed to comply) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(viii) a Default being outstanding means that it has not been remedied (if any) or waived;

(ix) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;

(x) a Clause, a Sub-clause or a Schedule is a reference to a clause or sub-clause of, or a schedule to this Agreement;

(xi) a Party or any other person includes its successors in title, permitted assigns and permitted transferees;

(xii) a Finance Document or other document or security includes any amendment to that Finance Document or other document or security, including any change in the purpose of, any extension for or any increase in the amount of a facility or any additional facility; and

(xiii) a time of day is a reference to Bangkok time.

(b) Unless the contrary intention appears:

(i) a reference to a Party will not include that Party if it has ceased to be a Party under this Agreement;

(ii) a word or expression used in any other Finance Document or in any notice given in connection with any Finance Document has the same meaning in this Agreement; and

(iii) the headings in this Agreement do not affect its interpretation.

2. LOAN DETAILS

2.1	**Commitment**	A Loan denominated in Thai Baht in an amount of up to THB 2,500,000,000 (Two Billion Five Hundred Million Baht), provided that the amount requested for utilisation, when converted into United States Dollars at the exchange rate determined by the Customer on the relevant Utilisation Date, shall not exceed USD 75,000,000 (Seventy-Five Million United States Dollars). The Borrower shall be solely responsible for monitoring and ensuring that the amount requested for utilisation does not exceed either of those limits. The Bank shall have no obligation to independently verify or monitor compliance with the USD 75,000,000 limit. For the avoidance of doubt, the Loan shall be denominated, disbursed and repaid in Thai Baht, and its equivalent amount in United States Dollars shall be calculated solely on the Utilisation Date. Any fluctuation in the exchange rate after the Utilisation Date shall not affect the principal amount of the Loan denominated in Thai Baht.
2.2	**Facility type**	Term Loan Facility
2.3	**Purpose**	To support Capital Expenditure
2.4	**Maturity Date**	In relation to each Utilisation, the date falling5 (five) years after the relevant Utilisation Date
2.5	**Repayment Instalments**	In relation to each Utilisation, the principal amount of relevant Loan shall be repaid in 20 (twenty) instalments, each in an amount equal to 5 (five) per cent of the principal amount of such Loan. The first 19 (nineteen) instalments shall be payable on the first Quarter Date falling after the relevant Utilisation Date and on each successive Quarter thereafter, and the 20th (twentieth) and final instalment shall be payable on the Maturity Date applicable to such Utilisation.

2.6	**Borrower's Bank Account No. used for repayment of Loan**	283-0-01650-3
2.7	**Availability Period**	From the date of this Agreement until the last Business Day of December 2026
2.8	**Interest Rate**	2.45 (two point four five) per cent per annum
2.9	**Interest Period**	3 (three) months or such other period as requested by the Borrower and agreed to by the Bank
2.1	**Fees**	
	• Front-end fee	None
	• Management fee	None
	• Prepayment fee	1 (one) per cent of the remaining amount outstanding, in case of refinancing from other financial institutions. If the prepayment is sourced from business operations, the prepayment fee shall be waived.
	• Cancellation fee	None
	• Commitment fee	None
2.11	**Security**	None
2.12	**Guarantor(s)**	Fabrinet, a company incorporated and existing under the laws of Cayman Islands
2.13	**Notice details**	**The Borrower:** Address: 5/6 Moo 6 Khlong Nueng Sub-district, Khlong Luang District, Pathum Thani Province Tel: 02-524 9600 ext. 6608 Fax: - E-mail: Karnjanas@fabrinet.co.th /Thanatpatarak@fabrinet.co.th Attention: Ms. Karnjana Srisukho / Mr. Thanatpatara Krueasri **The Bank:** Address: 550 Ploenchit Road, Khwaeng Lumphini, Khet Pathum Wan, Bangkok 10330 Tel: 02-296 2614 Fax: - Attention: Ms. Panpijit Srisuwatcharee

3. FACILITY

3.1 Subject to the terms of this Agreement, the Bank makes available to the Borrower a term loan facility in an aggregate principal amount equal to the amount specified in Clause 2.1 (*Commitment*) of this Agreement.

3.2 The Loan may only be used for the purposes set forth in Clause 2.3 (*Purpose*) of this Agreement.

4. CONDITIONS PRECEDENT AND UTILISATION REQUESTS

4.1 Conditions precedent

A Borrower may only submit a Utilisation Request if the Bank has received (or waived receipt of) all the documents and evidence set out in Schedule 3 (*Conditions Precedent*) in form and substance satisfactory to the Bank. The obligations of the Bank to make any Loan are subject to the following further condition precedents:

(a) a Utilisation Request has been given in accordance with the terms of this Agreement;

(b) the representations and warranties given by the Borrower under this Agreement (including those contained in Clause 8 (*Representations and Warranties*) of this Agreement) remain correct in all respects;

(c) no Default is outstanding or would result from such Loan; and

(d) there is no event which could be reasonably expected to have a Material Adverse Effect.

4.2 Utilisation Requests

The Borrower may borrow a Loan by giving the Bank a duly completed Utilisation Request. Unless the Bank otherwise agrees, the latest time for receipt by the Bank of a duly completed Utilisation Request is at 11.00 a.m. on 5 (the fifth) Business Day before the proposed borrowing date (the **Utilisation Date)**. Each Utilisation Request is irrevocable. A Utilisation Request will not be regarded as duly completed unless:

(a) it has been signed by the Borrower and is substantially in the form set out in Schedule 1 (*Form of Utilisation Request*);

(b) the Utilisation Date is a Business Day falling within the Availability Period; and

(c) the amount of the Loan requested does not exceed the balance of the undrawn Commitment as at the Utilisation Date.

4.3 Receipt

On each Utilisation Date, the Borrower shall execute and deliver to the Bank a receipt substantially in the form of Schedule 2 (*Form of Receipt*) as the evidence that the Borrower has received the amount of the Loan requested on that Utilisation Date.

4.4 Common practice of the Bank

Except where it is provided to the contrary in this Agreement, a request for a Loan must be in accordance with the common practice of the Bank. For the purpose of this Clause, the Borrower must comply with all requirements relating to the common practice of the Bank in respect of the request of a Loan as notified by the Bank.

4.5 Conditions on each Utilisation

The Borrower shall submit to the Bank a summary details of the capital expenditure for the financial years ending 2025-2026 duly signed by its authorized persons, in the form and substance satisfactory to the Bank and the aggregate principal amount of all Utilisations shall not exceed 60 (sixty) per cent of the total capital expenditure set out in such summary.

5. REPAYMENT, PREPAYMENT AND CANCELLATION

5.1 Repayment

The Borrower must repay each Loans in instalments on the dates specified in Clause 2.5 (*Repayment Instalment*), provided that all outstanding principal amounts of the relevant Loan shall be repaid in full on the relevant Maturity Date applicable to such Loan under Clause 2.4 (*Maturity Date*).

5.2 Voluntary prepayment

The Borrower may, by giving not less than 15 (fifteen) Business Days' prior written notice to the Bank, prepay any Loan (in whole or in part) on the last day of any Interest Period. No amount of a Loan which has been prepaid under this Agreement may subsequently be re-borrowed. The Prepayment Fee must be paid to the Bank on the day on which the Loan is prepaid.

5.3 Mandatory prepayment – illegality

If the Bank notifies the Borrower that it is unlawful for the Bank to perform any of its obligations under the Finance Documents or to fund any Loan, then the Borrower must repay or prepay the Bank each Loan made to it on the date specified by the Bank in the notice provided to the Borrower following which the Commitment will immediately be cancelled. In this event, the Borrower is not required to pay the Prepayment Fee to the Bank.

5.4 Cancellation

The Commitment will automatically be cancelled at the close of business on the last day of the Availability Period. The Borrower may, by giving not less than 15 (fifteen) Business Days' prior notice to the Bank, cancel the unutilised amount of the Commitment in whole or in part. The Borrower is required to pay to the Bank the Cancellation Fee on the date which the Commitment is cancelled.

5.5 Miscellaneous provisions

(a) Any notice of prepayment or cancellation is irrevocable and must specify the relevant date and other details relating to the affected Loans.

(b) All prepayments must be made with accrued interest on the amount prepaid, calculated up to the date immediately preceding the date on which each prepayment is made.

(c) No prepayment or cancellation is allowed except in accordance with this Agreement.

(d) Any Commitment cancelled may not subsequently be reinstated.

6. INTEREST, INTEREST PERIOD AND INTEREST ON OVERDUE AMOUNTS

6.1 Interest Rate

The Borrower agrees to pay interest on each Loan at the interest rate specified in Clause 2.8 (*Interest Rate*). The Borrower must pay accrued interest on each Loan made to it on the Quarter Date.

6.2 Change of Reference Interest Rate

To the extent that the Interest Rate is based on any reference interest rate, the Borrower acknowledges that the reference interest rate specified in this Agreement may from time to time increase or decrease depending on the condition of financial markets. The Borrower agrees to pay interest at the newly adjusted rate, whether or not a notice of any change in the reference interest rate has been given to the Borrower, if such newly adjusted rate does not exceed the highest applicable rate stipulated by laws.

6.3 Interest Periods and payment of interest

(a) The first Interest Period in respect of any Loan commences from (and including) the first Utilisation Date and ends on (but excluding) the last day of the first Interest Period. Each subsequent Interest Period will commence from (and including) the last day of the preceding Interest Period and ends on (but excluding) the last day of the subsequent Interest Period.

(b) Interest is calculated on a daily basis based on the actual number of days elapsed of each Interest Period and a year of 365 days in case of THB or a year of 360 days in case of USD, commencing from (and including) the first day of each Interest Period to (but excluding) the interest payment date of such Interest Period.

6.4 Interest on overdue amounts

If the Borrower fails to perform its obligations hereunder and/or fails to pay an amount payable by it under this Agreement or an Event of Default under this Agreement has occurred, the Borrower agrees that it is in default and all outstanding indebtedness whether or not due shall become immediately due and payable.

In case that the Borrower is in default as stipulated in paragraph 1 above, the Borrower agrees that the Bank is entitled to charge the Default Rate as stipulated in this Agreement from the date on which the Borrower is in default until the Borrower fully repays all indebtedness owing to the Bank on all Loans, except in the case that the Borrower is obliged to repay in instalment and the Borrower fails to repay in any instalment, the Bank is entitled to charge the Default Rate on Loan which is due and payable but unpaid of each instalment in accordance with the applicable law and/or rules and procedures stipulated by the Bank of Thailand which may be amended from time to time.

6.5 Overdue interest

If interest (including, to the extent permitted by law, default interest) remains overdue and unpaid for a period of one year or more, such overdue interest will be added to the principal and become a Loan on which interest shall accrue at the Default Rate.

6.6 Market disruption

If at any time any of the following events occurs, and after the notification by the Bank of such event, the Bank may fix a new interest rate applicable during the affected period as it thinks fit, taking into account the condition of the financial market at that time, and the Borrower agrees to pay interest at such new interest rate fixed by the Bank:

(i) any event that, in the Bank's determination, adversely affects the overall financial market, and no appropriate mean exists for ascertaining any interest rates applicable under this Agreement for the affected period; or

(a) (ii) if it is impracticable to determine any reference interest rate used in this Agreement or the relevant reference interest is no longer available.

7. PAYMENTS

7.1 Method

All payments under the Finance Document must be made by the Borrower to the Bank (a) by fund transfer in immediately available fund to the Borrower's Bank Account specified in Clause 2.6 (*Borrower's Bank Account No. used for repayment of Loan*) by 10.00 a.m. on the date which the relevant amount becomes due in an amount at least equals to the total amount due and payable as at the relevant due date, plus all expenses to be incurred from the fund transfer between accounts or (b) any other method as may be agreed, from time to time, by the Bank and the Borrower.

7.2 Funds

Payments under this Agreement and the Finance Documents to the Bank must be made in the currency stipulated in Clause 2.1 in such amount or such place of payment as the Bank may specify to the Borrower.

7.3 Taxes

All payments made by the Borrower to the Bank under the Finance Documents must be free of any conditions, including deductions of taxes or other expenses which may be assessed or withheld according to applicable laws, orders or regulations of any government agencies in effect now and/or in the future. If the law requires that the Borrower make such deduction of taxes or expenses, the Borrower agrees to pay an amount which (after making such deduction of taxes or expenses) leaves an amount equal to the payment of the principal, interest, fees, expenses or any funds which would have been due under the Finance Documents as if no deduction of taxes or expenses had been made. After tax deduction, the Borrower must remit the tax payment to the Revenue Department and provide the relevant evidence to the Bank.

7.4 Set-off

All payments made by the Borrower under the Finance Documents must be made without set-off or counterclaim.

7.5 Business Days

If a payment under the Finance Documents is due on a day which is not a Business Day, the due date for that payment will instead be the preceding Business Day or whatever day the Bank determines is market practice.

7.6 Timing of payments

If a Finance Document does not provide for when a particular payment is due, that payment will be due within three Business Days of demand by the Bank.

8. REPRESENTATIONS AND WARRANTIES

8.1

Unless a representation and warranty is expressed to be given at a specific date, the Borrower makes the representations and warranties set out in Schedule 4 (*Representations and Warranties*) to the Bank on the date of this Agreement. Those representations and warranties shall be deemed to be repeated by the Borrower on each day during the term of this Agreement.

8.2

Where a representation or warranty in this Clause 8 (*Representations and Warranties*) is expressed to apply to any person other than the Borrower, the Borrower shall ensure that the stated position of such representation or warranty is true as at the time of making or repeating of that representation or warranty.

(a)

9. UNDERTAKINGS AND NEGATIVE COVENANTS

The Borrower agrees to be bound by the covenants set out in Schedule 5 (*Undertakings and Negative Covenants*) and, where the undertaking is expressed to apply to other person, the Borrower must ensure that such other person perform that undertaking.

10. EVENTS OF DEFAULT

10.1 Event of Default means any of the following events or circumstances:

(a) **Non-payment**

An Obligor does not pay on the due date any amount payable by it under the Finance Documents in the manner required under the Finance Documents.

(b) **Breach of other obligations**

An Obligor does not comply with any term of the Finance Documents.

(c) **Misrepresentation**

A representation or warranty made or deemed to be repeated by an Obligor in any Finance Document or in any document which is required to be delivered by or on behalf of the Obligor under any Finance Document is incorrect or misleading in any material respect when made or deemed to be repeated.

(d) **Cross-default**

Any of the following occurs in respect of any Obligor: (a) any of its indebtedness (other than that stated in the Finance Documents) is not paid when due; (b) any of its indebtedness becomes prematurely due and payable, or is capable of being declared by a creditor to be prematurely due and payable; or (c) any commitment for its indebtedness is cancelled or suspended as a result of an event of default or any provision having a similar effect.

(e) **Insolvency**

Any of the following occurs in respect of any Obligor:

(i) it is unable to pay its debts as they fall due, or is deemed for the purposes of any applicable law to be insolvent;

(ii) it admits its inability to pay its debts as they fall due;

(iii) it suspends making payments on any of its debts or announces an intention to do so;

(iv) it commences bankruptcy or business rehabilitation proceedings;

(v) it begins negotiations with any creditor for the rescheduling or restructuring of any of its indebtedness; or

(vi) any of its indebtedness is subject to a moratorium.

(f) **Insolvency proceedings**

Any of the following occurs in respect of any Obligor without the prior written consent of the Bank:

(i) any step is taken with a view to the suspension of payments, a moratorium or a composition, compromise, assignment or similar arrangement with any of its creditors;

(ii) a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution for, to petition for or to file documents with a court or any registrar for, its winding-up, administration or dissolution or any such resolution is passed;

(iii) any person presents a petition, or files documents with a court or any registrar, for its winding-up, administration or dissolution;

(iv) any Security Interest is enforced over any of its assets;

(v) an order for its winding-up, administration, dissolution or reorganisation is made;

(vi) an official receiver, liquidator, plan preparer or administrator in business rehabilitation proceedings or similar officer is appointed in respect of it or any of its assets; or

(vii) any other analogous step or procedure is taken in any jurisdiction.

(g) **Creditors' process**

(i) Any attachment, sequestration, distress or execution affects any asset(s) of any Obligor.

(ii) Any legal claim against any Obligor adversely affects its financial condition and is not discharged within the time specified by the Bank.

(h) **Cessation of business**

(i) Any Obligor ceases, or threatens to cease, to carry on the business being carried out as at the date of this Agreement, except as a result of any disposal allowed under this Agreement or with the prior written consent of the Bank.

(ii) Any Obligor engages in business other than the business being carried out as at the date of this Agreement except with the prior written consent of the Bank.

(i) **Effectiveness of Finance Documents**

(i) Any Finance Document is not effective in accordance with its terms or is alleged by an Obligor to be ineffective in accordance with its terms for any reason.

(ii) A Security Document (if any) does not create a Security Interest it purports to create.

(j) **Material adverse change**

(i) Any Obligor carries out its internal reorganisation which, in the opinion of the Bank, has or is reasonably likely to have a Material Adverse Effect.

(ii) Any event or series of events occur which, in the opinion of the Bank, has or is reasonably likely to have a Material Adverse Effect.

10.2 If an Event of Default under Clause 10.1 is outstanding, the Borrower agrees that the Bank shall have the right to:

(a) cancel all or any part of the unutilised Commitment; and/or

(b) enforce all or any part of the security constituted by the Security Documents.

11. EXPENSES

11.1 The Borrower must pay to the Bank the amount of all costs and expenses (including fees relating to the appraisal of security assets and legal fees) incurred by the Bank arising from or in connection with:

(a) the negotiation, preparation, printing and execution of any Finance Document (including any Finance Document entered into after the date of this Agreement);

(b) any amendment, waiver or consent requested by the Borrower or specifically allowed by a Finance Document;

(c) the enforcement of, or the preservation of the Bank’s rights under any Finance Documents; and

(d) any proceedings threatened or instituted by or against the Bank as a consequence of it entering into a Finance Document.

11.2 The Borrower agrees to waive its right to claim a refund of all fees, expenses or other amounts paid by it to the Bank after the date of this Agreement if this Agreement becomes unenforceable or the Borrower is unable to draw the full or partial amount of the Commitment under this Agreement for any reason.

12. INDEMNITIES

12.1 The Borrower must indemnify the Bank against any loss or liability which the Bank incurs as a consequence of:

(a) the occurrence of any Event of Default;

(b) any failure by the Borrower to pay any amount due under any Finance Document on its due date (including, but not limited to, fees, costs and expenses arising in connection with a Loan being repaid or prepaid otherwise than on the last day of the Interest Period applicable to it);

(c) (other than by reason of gross negligence or default by the Bank) a Loan not being drawn by the Borrower after a Utilisation Request has been delivered for that Loan;

(d) a Loan (or part of a Loan) not being prepaid in accordance with this Agreement;

(e) the investigation of any event which the Bank reasonably believes to be a Default;

(f) acting or relying on any notice which the Bank reasonably believes to be genuine, correct and appropriately authorised;

(g) obtaining of payment relating to the Borrower's liability under the Finance Documents in any foreign currency (whether that payment results from a court's decision or order requiring that the Borrower pay an indemnity or damages in any foreign currency to the Bank); or

(h) the introduction of, or any change in any law or regulation, which affects the granting of a Loan to the Borrower.

12.2 The Borrower must pay to the Bank the amount of all fees, costs and expenses (including legal fees) incurred by it in connection with the unwinding of any derivative transaction entered into by the Bank in relation to the Finance Documents or the funding of the Loans under the Finance Documents as a result of the occurrence of a Default by the Borrower.

13. DISCLOSURE OF INFORMATION

13.1 The Borrower hereby grants consent to the Bank to exchange with or disclose, transmit and/or transfer to the entities within its financial business group, its data processors, third-party service providers (outsource), its agents, subcontractors, and/or co-branding partners the Borrower's personal data and other data provided by the Borrower to the Bank for the use of the credit application/utilization that are necessary to be disclosed for the purpose of providing credit facilities in accordance with this terms and conditions in applying credit facility or credit utilization, considering credit application, conducting any action pursuant to credit application, conducting credit analysis, drawdown and receipt of money under credit facilities, arranging for contract execution/ any registration, evaluating collateral value, following up and monitoring status of Borrower, including for the purposes of carrying out risk assessment of the Borrower, preparing and delivering statement, reviewing repayment details, preventing and detecting fraud include investigating fraudulent transaction, improving the Bank's products and services, communicating with the Borrower about the services, supporting the Bank's service operations, for the benefit of debts collection process, and for the benefit of data processing. In addition, Borrower grants consent to the Bank to make copy or duplicate the documents showing source of income of the Borrower. The Borrower agrees that the consent given hereunder shall be effective until Borrower informs the Bank of its intention to revoke this consent unless there is restriction (either by law or contractual) prohibiting the revocation of consent. Further Borrower agrees to be responsible for any actual fee and expenses incurred including the collateral survey and evaluation and agrees not to claim for any compensation or damages incurred as a result of any actions of the Bank or persons receiving these information with consent given by the Borrower.

13.2 This Clause supersedes any previous confidentiality undertaking given by the Bank in connection with this Agreement prior to it becoming a Party.

14. MISCELLANEOUS

14.1 Certificates and determinations

Any certification or determination by the Bank of a rate or amount under the Finance Documents will be, in the absence of manifest error, conclusive evidence of the matters to which it relates.

14.2 Amendments and Waivers

(a) Any term of any Finance Document may only be amended in writing with the agreement of the Borrower and the Bank.

(b) A waiver of any term of the Finance Documents may be granted in writing by the Bank.

14.3 Waivers and remedies cumulative

The rights of the Bank under the Finance Documents may be exercised as often as necessary, are cumulative and not exclusive of its rights under general law and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right is not a waiver of that right.

14.4 Assignments and transfers

The Borrower may not assign or transfer any of its rights and obligations under the Finance Documents without the prior written consent of the Bank. The Bank may, at any time assign or transfer (including by way of novation) any of its rights and obligations under the Finance Documents to any other person.

14.5 Set-off

If the Borrower fails to make payment of any amount due under the Finance Documents (which includes the principal, interest, fees, insurance premiums (if any), expenses and indemnities), the Bank is authorized, and may, set off such amount (whether or not such amount due must be paid to the Bank or its branch) against any obligation owed by the Bank to the Borrower, by immediately and without prior notice to the Borrower, debiting the Borrower's account or any funds of the Borrower held by the Bank, any amounts to be returned by the Bank to the Borrower and other amounts owed by the Bank to the Borrower. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

14.6 Severability

If a term of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any jurisdiction, that will not affect the legality, validity or enforceability of any other terms of the Finance Documents.

14.7 Notices

Any communication in connection with a Finance Document must be in writing and, unless otherwise stated, may be given: (a) in person or by post; or (b) by any means as agreed by the parties. Unless it is agreed to the contrary, any consent or agreement required under a Finance Document must be given in writing. The contact details of the parties for this purpose are as set forth in Clause 2.13 (*Notice details*). Either party may change their contact details by giving at least five Business Days' notice to the other party.

14.8 Effectiveness

All communications, demands, notices or other correspondence required to be given to the Borrower, whether the delivery is by registered or non-registered post or by hand, if they are sent to the Borrower's address stated in this Agreement, shall be deemed to have duly been received by the Borrower, irrespective of whether there is a recipient. Even if the delivery is unsuccessful because (i) the Borrower has moved its place of business, (ii) there is a change to the Borrower's address stated herein, (iii) the Borrower's place of business is removed, in each case, without written notice of such change to the Bank, or (iv) the stated address is unfound, the Borrower shall be deemed to have duly received all communications, demands, notices or other correspondence given by the Bank.

14.9 Entire agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement, understanding, undertaking or arrangement between the parties relating to the subject matter of the Agreement.

14.10 Disclosure for assignment

The Borrower agrees and consents that the Bank has the right to disclose any information and details of the Borrower under this Agreement, Security Documents or any documents relating to this Agreement to its successors or assignees.

14.11 Personal Data Protection Act

Where the Borrower has provided to the Bank personal data of any other person:

(a) the Borrower undertakes to verify the accuracy and completeness of such person's personal data provided by the Borrower to the Bank, and to notify the Bank of any change to the personal data provided;

(b) the Borrower warrants that the Borrower has obtained consent or can rely on other legal basis for the collection, use, disclosure and/or transfer of such personal data in compliance with applicable laws;

(c) the Borrower warrants that the Borrower has informed such person of the Bank's privacy notice; and

(d) the Borrower warrants that the Bank can lawfully collect, use, and further disclose and/or transfer of such personal data for the purposes set out in the Bank's privacy notice (as may be amended from time to time), including the purposes set out in the Finance Document.

14.12 Governing law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Thai law.

Schedule 1

FORM OF UTILISATION REQUEST

To: Bank of Ayudhya Public Company Limited (as **Bank**)

From: FABRINET COMPANY LIMITED

Date: []

FABRINET COMPANY LIMITED – Loan Agreement dated [] and entered into between the Borrower and the Bank (the **Agreement**)

1. We refer to the Agreement. Capitalised terms defined in the Agreement have the same meaning in this Utilisation Request unless otherwise defined in this Utilisation Request.

2. We wish to submit this irrevocable Utilisation Request to the Bank with an intention to drawdown on the following terms:

   (a) Utilisation Date: []; and

   (b) Amount: THB [];

3. Our payment instructions are: []

4. We confirm that on the date of this Utilisation Request:

   (a) all representations and warranties given by the Borrower under the Agreement (including those contained in Clause 8 (*Representations and Warranties*) of this Agreement) remain true and correct in all respects;

   (b) no Default is outstanding or will result from the Loan; and

   (c) there is no event or series of events which could be reasonably expected to have a Material Adverse Effect.

Signed on behalf of

FABRINET COMPANY LIMITED

By: __________
Name:
Title:

Schedule 2

FORM OF RECEIPT

To: Bank of Ayudhya Public Company Limited (as **Bank**)

From: FABRINET COMPANY LIMITED

Date: []

FABRINET COMPANY LIMITED (the **Borrower) – the Loan Agreement dated [] and entered into between the Borrower and the Bank** (the **Agreement**)

1. We refer to the Agreement. This is a Receipt. Capitalised terms defined in the Agreement have the same meaning in this Receipt unless otherwise defined in this Receipt.

2. We hereby confirm that the Loan made by you has been received by us in accordance with the Utilisation Request dated [] and such Loan is borrowed and received by us upon the terms and subject to the conditions set out in the Agreement in all respects.

Signed on behalf of

FABRINET COMPANY LIMITED

By: __________
Name:
Title:

Schedule 3

CONDITIONS PRECEDENT

DOCUMENTS TO BE DELIVERED BEFORE THE FIRST UTILISATION REQUEST

Corporate documentation

1. A copy of the latest company affidavit, memorandum of association and articles of association of each Obligor (which were issued not more than 30 (thirty) days prior to the date of this Agreement).

2. A copy of the list of shareholders of each Obligor, of which details are based on its share register and were verified and certified by the Obligor's share registrar not more than 30 (thirty) days prior to the date of this Agreement, together with a representation of the Borrower that the list of shareholders is true and correct as at the date of this Agreement.

3. A certificate of an authorised signatory of the Borrower certifying that each copy document specified in this Schedule is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

Financial Information

4. A copy of the latest financial statements

Finance Documents

5. The Finance Documents executed by the parties thereto (together with all notices and acknowledgments thereto (if applicable)) and evidence that registrations required to be executed on or prior to the first Utilisation Date in order to effect and perfect any obligation under the Security Documents have been completed.

Schedule 4

REPRESENTATIONS AND WARRANTIES

1. Status

To the extent that the Borrower is a corporate, the Borrower is a limited liability company, duly incorporated and validly existing under the laws of Thailand. It has the power to own its assets and carry on its business as it is being conducted.

To the extent that the Borrower is an individual, the Borrower has full legal capacity, is of sound mind and is not incompetent or quasi-incompetent and has not been adjudged to be incompetent or quasi-incompetent and is not insolvent and has the power to own his assets and carry on his business as it is being conducted.

2. Powers and authority

Each Obligor has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of, the Finance Documents to which it is or will be a party and the transactions contemplated by those Finance Documents.

3. Legal validity

Each Finance Document to which each Obligor is a party is its legally binding, valid and enforceable obligation in accordance with its terms.

4. Non-conflict

The entry into and performance by each Obligor of, and the transactions contemplated by, Finance Documents do not conflict with:

(a) any law or regulation applicable to such Obligor;

(b) its company affidavit, objectives, memorandum of association and articles of association; or

(c) any document which is binding upon the Obligor or any of its assets.

5. No default

(a) No Default is outstanding or will result from the entry into of, or the performance of any transaction contemplated by, any Finance Document.

(b) No other event or circumstance is outstanding which constitutes a default under any document which is binding on it or any of its assets to an extent or in a manner which has or is reasonably likely to have a Material Adverse Effect.

6. Authorisations

All authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by the Finance Documents have been obtained or effected (as appropriate) and are in full force and effect. To the extent that the Obligor is a corporate, its board of directors has approved the execution and performance of this Agreement and other documents stated in this Agreement. Such approval conforms to the Obligor's articles of association and the applicable laws.

7. Ranking of Security

The security conferred by each Security Document (if any) constitutes a security interest of the type and priority described, over the assets referred to, in that Security Document and those assets are not subject to any prior or pari passu Security Interest except for liens or other preferential interests arising by operation of law.

8. Litigation

No litigation, arbitration or administrative proceedings against an Obligor has been started are current or, to its knowledge, threatened, which have or, if adversely determined, are reasonably likely to have a Material Adverse Effect.

9. Information

(a) All information supplied by it to the Bank in connection with the Finance Documents is true and accurate in all material respects as at the date at which it is stated to be given; and

(b) The Borrower has not omitted to supply any information which, if disclosed, might make the information supplied untrue or misleading in any material respect.

10. Financial statements

Its audited financial statements delivered to the Bank:

(a) have been prepared in accordance with GAAP; and

(b) give a true and fair view of its financial condition (consolidated, if applicable) as at the date to which they were drawn up, except, in each case, as disclosed to the contrary in those financial statements.

11. No material adverse change

There has been no material adverse change in the consolidated financial condition of the Borrower since the date on which the financial statements provided to the Bank under Schedule 3 (*Conditions Precedent*).

12. Licences

All copyrights, patents, trademarks, concessions, licences, permits, consents, privileges and benefits under the law governing investment promotion, or any rights and benefits, or other authorisations granted, issued or certified by any relevant government agencies, authorities or corporate entities, which the Borrower is required to hold, maintain or use in the operation of its business or in relation to the execution or performance of this Agreement, remain in full force and effect.

Schedule 5

UNDERTAKINGS AND NEGATIVE COVENANTS

Part 1

FINANCIAL INFORMATION COVENANTS

1. Financial statements

The Borrower must prepare and supply the audited consolidated financial statements of each Obligor (for each of its financial years) to the Bank immediately on demand or at the same time as it must deliver the documents to any relevant government agencies, authorities, the Stock Exchange of Thailand, the Office of the Securities and Exchange Commission or any regulatory authorities in accordance with applicable laws, rules and regulations.

2. Form of financial statements

The Borrower must ensure that each set of financial statements supplied under this Agreement were prepared in accordance with GAAP (if audited), gives (if audited) a true and fair view of, or (if unaudited) fairly represents, the financial condition (consolidated or otherwise) of the relevant person as at the date to which those financial statements were drawn up.

3. Year end

The Borrower must not change its financial year end.

4. Information - miscellaneous

The Borrower must supply to the Bank:

(a) copies of all documents despatched by the Borrower to its shareholders or any class of them (if the Borrower is a legal entity) or its creditors generally or any class of them at the same time as they are despatched;

(b) promptly upon becoming aware of them, details of any litigation, arbitration or administrative proceedings against any Obligor which are current, threatened or pending and which have or might, if adversely determined, have a Material Adverse Effect;

(c) promptly on request, such further information regarding the financial condition business and operations of any Obligor as the Bank may reasonably request; and

(d) promptly any documentation or other evidence which is reasonably requested by the Bank (whether for itself or on behalf of any prospective transferee) to enable the Bank or prospective transferee to carry out the duty of monitoring status of the Borrower and be satisfied with the results of all applicable customer due diligence requirements.

5. Notification of Default

The Borrower must notify the Bank of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

Part 2

GENERAL COVENANTS

1. Authorisations

Each Obligor must promptly:

(a) obtain, maintain and comply with the terms; and

(b) supply certified copies to the Bank,

of any authorisation required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability of any Finance Document.

2. Compliance with laws

Each Obligor must comply in all respects with all laws to which it is subject.

3. Pari passu ranking

Each Obligor must ensure that its payment obligations under the Finance Documents at all times rank at least pari passu with all its other present and future unsecured payment obligations, except for obligations mandatorily preferred by law.

The Borrower shall ensure that the collateral provided under this Agreement shall not be inferior to other banks.

4. Negative pledge

Except as provided below, no Obligor may create or allow to exist any Security Interest on any land and building owned by the Borrower in Thailand:

(a) any lien arising by operation of law and in the ordinary course of business;

(b) any Security Interest created over goods (or the related documents of title) and/or cash deposits in respect of letters of credit, trust receipt, bank guarantee or similar instruments issued at the request of the relevant Borrower in order to assure payment of raw materials, goods and/or services for operation of their ordinary course of business, *provided that* the underlying indebtedness is paid when due; and

(c) any other Security Interest created with the prior written consent of the Bank.

5. Indebtedness

No Obligor may incur or permit to be outstanding any indebtedness, except for the following:

(a) any indebtedness incurred under the Finance Documents;

(b) any derivative transaction entered into with the Bank to protect against fluctuations in any rate or price entered into in the ordinary course of business;

(c) any indebtedness incurred in the ordinary course of business of the Borrower;

(d) any indebtedness owed to any person other than the Bank which the Borrower have already notified to the Bank prior to the date of this Agreement; and

(e) any indebtedness incurred with prior written consent from the Bank.

6. Loan or guarantee

Each Obligor must not, without prior written consent of the Bank, grant loans or credit, provide guarantee or incur liabilities to any person or assume any person's indebtedness.

7. Change of business

Each Obligor must ensure that no substantial change is made to the general nature of its business from that carried on at the date of this Agreement.

8. Capital reduction or mergers

No Obligor may reduce its capital or enter into any amalgamation, demerger, merger or reconstruction other than under an intra-Group re-organisation on a solvent basis or other transaction agreed by the Bank.

9. Acquisitions or investment in other business

The Borrower must not acquire any business, shares or other ownership interests in any other person. This does not apply to acquisitions where the Borrower gives written notice to the Bank at least 30 (thirty) days before the date of such acquisitions, with a summary of the intended investment project and nature of the target business, including other documents to be delivered to the Bank as it may request in the future.

10. Loan to Value

If the Bank considers that the value of the Mortgaged Property is depreciated for any reason, or that the Mortgaged Property is damaged, lost or put in peril to such an extent that its value becomes depreciated and insufficient to secure the Borrower's obligations under this Agreement, the Borrower shall, or shall procure that the other Obligors shall, at the sole discretion of the Bank,

(a) repay or procure the repayment of such amount of the Loan as is required to restore the Loan to value ratio as determined by the Bank;

(b) mortgage additional property in favour of the Bank on the same terms as those that apply to the Mortgaged Property; or

(c) provide any other asset acceptable to the Bank and create Security Interest over such asset to restore the Loan to value ratio as determined by the Bank.

11. Insurance

(a) The Borrower shall take out and renew insurance of the Mortgaged Property (if any), whether existing as at the date of this Agreement and/or to be constructed in the future, with one or more reliable insurance companies which is not under punishment pursuant to regulations of competent authority, provided that the Bank is named the co-insured and sole loss payee, so that the insurances are maintained in full force and effect throughout the time that the Loan owed by the Borrower to the Bank under the Finance Documents is outstanding. The insured amount shall at least be equal to the amount approved or determined by the Bank, without prejudice to the Bank's right to increase the insured amount to be higher than the specified amount if it deems appropriate. The Bank shall be named as a beneficiary in respect of each insurance policy. The Borrower shall deliver all insurance policies to the Bank within the time specified by the Bank. In case of any amendment or variation of the insurance policy, prior notice shall be given to the Bank and prior approval from the Bank is required. Within the time specified by the Bank, the Borrower shall deliver the amended policy and/or other evidence showing the amendment or variation of the policy to the Bank.

(b) If the Borrower does not take action as required in paragraph (a) above and/or does not renew any insurance policy, the Bank may immediately take such action at its sole discretion. The Bank shall also have the discretion to advance any payment for the Borrower without prior notice and the Borrower shall be liable to all of the relevant costs and expenses. The Borrower agrees and acknowledges that this Agreement shall constitute a power-of-attorney by which it authorises the Bank as its attorney to do all necessary acts and things relating to the insurances on its behalf, including to execute and/or sign any necessary documents and to appoint a substitute as the Bank thinks fit to do such acts and things on the Bank's behalf. The Borrower shall not cancel, revoke or withhold those authorisations granted to the Bank by this Agreement for any reason.

12. Inspection of the Borrower's business

The Borrower agrees that the Bank may access to the Borrower's books, accounts and records during the Borrower's normal working hours as the Bank may require, provided that such inspection shall not interrupt the Borrower's day-to-day operations and the Bank shall give the Borrower prior notice.

13. Further Assurances

Each Obligor must, at its own expense, take whatever action as the Bank may require for:

(a) creating, perfecting or protecting any security intended to be created by the Security Documents; or

(b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Bank or any of its delegates in respect of any Security Asset.

This includes:

(a) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Bank or to its nominee; or

(b) the giving of any notice, order or direction and the making of any registration.

14. Purpose of the Loan

Any Loans received by the Borrower from the Bank under this Agreement must be used for the purpose stated in Clause 2.3 (*Purpose*) only. The Borrower shall not use the funds for any unauthorised purpose unless the Bank grants prior written consent.

15. Compliance

Each Obligor agrees (i) to comply with all applicable laws, rules and regulations of any relevant government agencies, the Stock Exchange of Thailand, authorities, corporations or entities as necessary for the operation of its business; and (ii) to apply for and maintain all necessary licences, certificates, consents or other documents necessary for the operation of its business.

16. Debt Services Coverage Ratio

Throughout the period of this Agreement, the Borrower shall maintain its Debt Services Coverage Ratio (DSCR) to be not less than 2 (two) times. For the purpose of this Agreement, "Debt Service Coverage Ratio" or "DSCR" means the ratio of EBITDA to the aggregate of CPLTD and Interest Payment, calculated in accordance with the following formula:

DSCR = EBITDA / (CPLTD + Interest Payment)

"EBITDA" means Earnings before interest expenses, taxes, depreciation, and amortization

"CPLTD" means Current portion of long-term debt in prior year

"Interest Payment" means Interest expense

17. Interest Bearing Debt to Equity Ratio

Throughout the period of this Agreement, the Borrower shall maintain its Interest Bearing Debt to Equity Ratio (IBD/E) to be not more than 1 (one) times, to be tested annually in respect of each financial year of the Borrower.

18. Shareholding percentage

The Borrower shall procure the Guarantor to maintain its shareholding portion at 100 (one hundred) per cent in the Borrower throughout the term of this Agreement.

This Agreement is made in duplicate with the same content. Having thoroughly read and understood the Agreement, the parties considered that the Agreement meet their intentions and, therefore, have hereunto affixed their signatures with the company's seals (if any) in the presence of witnesses on the above written date. Each party holds one copy of the Agreement.

SIGNATORIES

Borrower

FABRINET COMPANY LIMITED

By: /s/ CSABA SVERHA
Name: Mr. Csaba Sverha
Title: Chief Finance Officer

Bank
BANK OF AYUDHYA PUBLIC COMPANY LIMITED

By /s/ SUPATCHANUN KHAHATNASES By /s/ AMMARISA KHAMPHONG
Name: Supatchanun Khahatnases Name: Mrs. Ammarisa Khamphong
Title:

Witness /s/ PANPIJIT SRISUWATCHAREE
Name: Ms. Panpijit Srisuwatcharee

Witness /s/ PAWEENA YAOYOEI
Name: Paweena Yaoyoei

For more details about the Bank's privacy notice, please visit www.krungsri.com/pdpa/privacy-notice-en

Exhibit 99.1

Fabrinet Announces Fourth Quarter and Fiscal Year 2026 Financial Results

- ***Record Fourth Quarter Revenue Exceeds Guidance Range***
- ***Record Fiscal Year 2026 Revenue Increases 36% Year-over-year***

BANGKOK, Thailand – August 17, 2026 – Fabrinet (NYSE: FN), a leading provider of advanced optical packaging and precision optical, electro-mechanical and electronic manufacturing services to original equipment manufacturers of complex products, today announced its financial results for its fourth quarter and fiscal year ended June 26, 2026.

Seamus Grady, Chief Executive Officer of Fabrinet, said, "Our fourth quarter was exceptional, capping off a remarkable year of accelerating growth and strong momentum. We achieved record quarterly revenue of $1.316 billion, exceeding our guidance range, and increasing 45% from a year ago. Through excellent execution, our non-GAAP EPS grew even faster, and also reached a new all-time high. For the full fiscal year, revenue increased 36% to $4.6 billion. As we look to fiscal year 2027, we remain very optimistic about the strength of our business and durability in the growth trends we are seeing, as multiple, significant growth drivers across our business contribute to our success."

Fourth Quarter Fiscal Year 2026 Financial Highlights

GAAP Results

- Revenue for the fourth quarter of fiscal year 2026 was $1,315.8 million, compared to $909.7 million for the fourth quarter of fiscal year 2025.
- GAAP net income for the fourth quarter of fiscal year 2026 was $139.3 million, compared to $87.2 million for the fourth quarter of fiscal year 2025.
- GAAP net income per diluted share for the fourth quarter of fiscal year 2026 was $3.83, compared to $2.42 for the fourth quarter of fiscal year 2025.

Non-GAAP Results

- Non-GAAP net income for the fourth quarter of fiscal year 2026 was $149.1 million, compared to $95.6 million for the fourth quarter of fiscal year 2025.
- Non-GAAP net income per diluted share for the fourth quarter of fiscal year 2026 was $4.10, compared to $2.65 for the fourth quarter of fiscal year 2025.

Fiscal Year 2026 Financial Highlights

GAAP Results

- Revenue for fiscal year 2026 was $4.64 billion, compared to $3.42 billion for fiscal year 2025.
- GAAP net income for fiscal year 2026 was $473.0 million, compared to $332.5 million for fiscal year 2025.
- GAAP net income per diluted share for fiscal year 2026 was $13.05, compared to $9.17 for fiscal year 2025.

Non-GAAP Results

- Non-GAAP net income for fiscal year 2026 was $510.9 million, compared to $368.8 million for fiscal year 2025.
- Non-GAAP net income per diluted share for fiscal year 2026 was $14.09, compared to $10.17 for fiscal year 2025.

Business Outlook

Based on information available as of August 17, 2026, Fabrinet is issuing guidance for its first fiscal quarter ending September 25, 2026, as follows:

- Fabrinet expects first quarter revenue to be in the range of $1.375 billion to $1.425 billion.
- GAAP net income per diluted share is expected to be in the range of $3.39 to $3.54, based on approximately 36.3 million fully diluted shares outstanding.

- Non-GAAP net income per diluted share is expected to be in the range of $4.10 to $4.25, based on approximately 36.3 million fully diluted shares outstanding.

Guidance for non-GAAP net income per diluted share excludes share-based compensation expenses and certain non-recurring items. A reconciliation of non-GAAP net income per diluted share to the corresponding GAAP measure is available at the end of this press release.

Conference Call Information

What:	Fabrinet Fourth Quarter Fiscal Year 2026 Financial Results Call
When:	August 17, 2026
Time:	5:00 p.m. ET
Live Call and Replay:	https://investor.fabrinet.com/events-and-presentations/events

A recorded version of this webcast will be available approximately two hours after the call and accessible at http://investor.fabrinet.com. The webcast will be archived on Fabrinet's website for a period of one year.

About Fabrinet

Fabrinet is a leading provider of advanced optical packaging and precision optical, electro-mechanical, and electronic manufacturing services to original equipment manufacturers of complex products, such as optical communication components, modules and subsystems, automotive components, medical devices, industrial lasers and sensors. Fabrinet offers a broad range of advanced optical and electro-mechanical capabilities across the entire manufacturing process, including process design and engineering, supply chain management, manufacturing, advanced packaging, integration, final assembly and testing. Fabrinet focuses on production of high complexity products in any mix and any volume. Fabrinet maintains engineering and manufacturing resources and facilities in Thailand, the United States of America, the People's Republic of China, and Israel. For more information visit: www.fabrinet.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements include (1) our optimism about the strength of our business and durability in the growth trends we are seeing, and (2) all of the statements under the "Business Outlook" section regarding our expected revenue, GAAP and non-GAAP net income per share, and fully diluted shares outstanding for the first quarter of fiscal year 2027. These forward-looking statements involve risks and uncertainties, and actual results could vary materially from these forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to: changes in general economic conditions, either globally or in our markets, and the risk of recession or an economic downturn; disruption to our supply chain, which could increase our costs and affect our ability to procure parts and materials; less customer demand for our products and services than forecasted; less growth in the data center, communications infrastructure, and automotive, industrial and other markets than we forecast; difficulties expanding into additional markets, such as the semiconductor processing, biotechnology, metrology and materials processing markets; increased competition in the optical manufacturing services markets; difficulties in delivering products and services that compete effectively from a price and performance perspective; our reliance on a small number of customers and suppliers; difficulties in managing our operating costs; difficulties in managing and operating our business across multiple countries (including Thailand, the People's Republic of China, Israel and the U.S.); and other important factors as described in reports and documents we file from time to time with the Securities and Exchange Commission (SEC), including the factors described under the section captioned "Risk Factors" in our Quarterly Report on Form 10-Q filed with the SEC on May 4, 2026. We disclaim any obligation to update information contained in these forward-looking statements whether as a result of new information, future events, or otherwise.

Non-GAAP Financial Measures

In addition to reporting financial results in accordance with GAAP, we provide investors with certain non-GAAP financial measures. These non-GAAP financial measures are in addition to, and not a substitute for or superior to, measures of financial performance prepared in accordance with GAAP. We believe these non-GAAP financial measures provide investors with useful supplemental information to: (1) measure company performance against historical results, (2) facilitate comparisons to our competitors' operating results, and (3) allow greater transparency with respect to information used by management in making financial and operational decisions. In addition, we use some of these non-GAAP financial measures to measure company performance for the purposes of determining employee incentive plan compensation.

Non-GAAP gross profit, non-GAAP operating profit, non-GAAP net income and non-GAAP net income per diluted share exclude: share-based compensation expenses; severance payment and others; restructuring and other related costs; legal and litigation costs; non-marketable equity securities revaluation; and charges arising from the implementation or application of the OECD Pillar Two global minimum tax framework, including charges resulting from changes in implementing regulations, administrative guidance or related governmental measures. We have excluded these items in order to enhance investors' understanding of our underlying operations.

Non-GAAP free cash flow is net cash provided by (used in) operating activities, minus capital expenditures (purchase of property, plant and equipment). We use free cash flow to measure our ability to generate additional cash from our business operations.

There are a number of limitations related to the use of these non-GAAP financial measures versus their nearest GAAP equivalents. For example, other companies may calculate non-GAAP financial measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of our non-GAAP financial measures as tools for comparison. We urge you to review the reconciliations of our non-GAAP financial measures to the most directly comparable GAAP financial measures, and not to rely on any single financial measure to evaluate our business.

Investor Contact:
Garo Toomajanian
ir@fabrinet.com

FABRINET
CONSOLIDATED BALANCE SHEETS

(in thousands of U.S. dollars, except share data and par value)	June 26, 2026	June 27, 2025
	(unaudited)	
Assets		
Current assets		
Cash and cash equivalents	$ 346,711	$ 306,425
Short-term investments	528,344	627,819
Trade accounts receivable, net of allowance for expected credit losses of $1,050 and $1,344, respectively	1,017,933	758,894
Inventories	1,021,235	581,015
Prepaid expenses	49,915	38,476
Other current assets	195,571	116,210
Total current assets	3,159,709	2,428,839
Non-current assets		
Long-term restricted cash	704	—
Property, plant and equipment, net	615,067	380,640
Intangibles, net	2,458	2,156
Operating right-of-use assets	3,974	5,768
Deferred tax assets	19,229	13,406
Non-marketable equity securities	89,103	—
Other non-current assets	20,717	623
Total non-current assets	751,252	402,593
Total Assets	$ 3,910,961	$ 2,831,432
Liabilities and Shareholders' Equity		
Current liabilities		
Trade accounts payable	1,005,761	637,417
Fixed assets payable	86,018	40,781
Operating lease liabilities, current portion	1,189	1,792
Income tax payable	63,469	7,939
Accrued payroll, bonus and related expenses	29,850	24,566
Accrued expenses	56,549	30,630
Severance liabilities, current portion	2,319	—
Other payables	157,470	66,717
Total current liabilities	1,402,625	809,842
Non-current liabilities		
Deferred tax liability	1,654	1,595
Operating lease liabilities, non-current portion	2,824	3,679
Severance liabilities, non-current portion	31,776	31,225
Other non-current liabilities	17,826	3,279
Total non-current liabilities	54,080	39,778
Total Liabilities	1,456,705	849,620
Shareholders' equity		
Preferred shares (5,000,000 shares authorized, $0.01 par value; no shares issued and outstanding as of June 26, 2026 and June 27, 2025)	—	—
Ordinary shares (500,000,000 shares authorized, $0.01 par value; 39,722,708 shares and 39,602,152 shares issued as of June 26, 2026 and June 27, 2025, respectively; and 35,834,864 shares and 35,728,074 shares outstanding as of June 26, 2026 and June 27, 2025, respectively)	397	396
Additional paid-in capital	251,854	237,881
Less: Treasury shares (3,887,844 shares and 3,874,078 shares as of June 26, 2026 and June 27, 2025, respectively)	(365,287)	(360,056)
Accumulated other comprehensive income (loss)	968	10,294
Retained earnings	2,566,324	2,093,297
Total Shareholders' Equity	2,454,256	1,981,812
Total Liabilities and Shareholders' Equity	$ 3,910,961	$ 2,831,432

FABRINET
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME

(in thousands of U.S. dollars, except per share data)	Three Months Ended June 26, 2026	Three Months Ended June 27, 2025	Year Ended June 26, 2026	Year Ended June 27, 2025
	(unaudited)	(unaudited)	(unaudited)	
Revenues	$ 1,315,788	$ 909,692	$ 4,641,097	$ 3,419,327
Cost of revenues	(1,157,737)	(798,401)	(4,084,586)	(3,005,978)
Gross profit	158,051	111,291	556,511	413,349
Selling, general and administrative expenses	(23,685)	(22,166)	(93,507)	(87,466)
Restructuring and other related costs	(117)	(69)	(117)	(1,436)
Operating income	134,249	89,056	462,887	324,447
Interest income	7,025	7,770	32,418	40,162
Interest expense	(84)	—	(84)	—
Foreign exchange gain (loss), net	1,151	(3,523)	2,866	(9,251)
Other income (expense), net	57,377	(67)	57,026	(178)
Income before income taxes	199,718	93,236	555,113	355,180
Income tax expense	(60,458)	(6,029)	(82,086)	(22,653)
Net income	139,260	87,207	473,027	332,527
Other comprehensive income (loss), net of tax:				
Change in net unrealized gain (loss) on available-for-sale securities	(1,793)	246	(3,118)	9,893
Change in net unrealized gain (loss) on derivative instruments	3,288	1,407	(6,094)	2,314
Change in foreign currency translation adjustment	(26)	92	(114)	1,228
Total other comprehensive income (loss), net of tax	1,469	1,745	(9,326)	13,435
Net comprehensive income	$ 140,729	$ 88,952	$ 463,701	$ 345,962
Earnings per share				
Basic	$ 3.89	$ 2.44	$ 13.21	$ 9.23
Diluted	$ 3.83	$ 2.42	$ 13.05	$ 9.17
Weighted-average number of ordinary shares outstanding (in thousands of shares)				
Basic	35,833	35,788	35,815	36,017
Diluted	36,358	36,084	36,252	36,267

FABRINET
CONSOLIDATED STATEMENTS OF CASH FLOWS

(in thousands of U.S. dollars)	Year Ended June 26, 2026	Year Ended June 27, 2025
	(unaudited)	
Cash flows from operating activities		
Net income	$ 473,027	$ 332,527
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	68,371	53,433
(Gain) loss on disposal of property, plant and equipment and intangibles	(693)	(70)
(Gain) loss on non-marketable equity securities	(56,743)	—
Amortization of discount (premium) of short-term investments	(4,724)	(4,563)
Inventory obsolescence impairment	2,681	—
(Reversal of) allowance for expected credit losses	(294)	(285)
Unrealized loss (gain) on exchange rate and fair value of foreign currency forward contracts	268	4,963
Share-based compensation	34,630	33,004
Customer warrant	4,800	4,109
Deferred income tax expense (benefit)	(5,107)	(5,726)
Other non-cash expenses	409	131
Changes in operating assets and liabilities		
Trade accounts receivable	(259,258)	(165,657)
Inventories	(442,901)	(117,809)
Other current assets and non-current assets	(108,114)	(33,595)
Trade accounts payable	370,753	194,236
Income tax payable	55,530	4,029
Accrued expenses	16,675	13,036
Other payables	94,753	11,522
Severance liabilities	3,743	3,799
Other current liabilities and non-current liabilities	8,919	1,281
Net cash provided by operating activities	256,725	328,365
Cash flows from investing activities		
Purchase of short-term investments	(276,207)	(444,149)
Proceeds from sales of short-term investments	12,000	—
Proceeds from maturities of short-term investments	365,289	279,417
Purchases of non-marketable equity securities	(32,360)	—
Purchase of property, plant and equipment	(252,503)	(121,078)
Purchase of intangibles	(1,181)	(738)
Proceeds from disposal of property, plant and equipment	1,387	252
Net cash used in investing activities	(183,575)	(286,296)
Cash flows from financing activities		
Repurchase of ordinary shares	(5,231)	(125,733)
Withholding tax related to net share settlement of restricted share units	(25,456)	(21,275)
Net cash used in financing activities	(30,687)	(147,008)
Net increase (decrease) in cash, cash equivalents and restricted cash	$ 42,463	$ (104,939)
Movement in cash, cash equivalents and restricted cash		
Cash, cash equivalents and restricted cash at the beginning of period	$ 306,425	$ 409,973
Increase (decrease) in cash, cash equivalents and restricted cash	42,463	(104,939)
Effect of exchange rate on cash, cash equivalents and restricted cash	(1,473)	1,391
Cash, cash equivalents and restricted cash at the end of period	$ 347,415	$ 306,425

FABRINET
CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)

Supplemental disclosures	Year Ended	
(in thousands of U.S. dollars)	June 26, 2026	June 27, 2025
	(unaudited)	
Cash paid for		
Taxes	$ 29,405	$ 24,302
Cash received for interest	$ 33,462	$ 33,718
Non-cash investing and financing activities		
Construction, software and equipment related payables	$ 86,018	$ 40,781

FABRINET
RECONCILIATION OF GAAP MEASURES TO NON-GAAP MEASURES (UNAUDITED)

Reconciliation of GAAP Gross Profit and GAAP Gross Margin to Non-GAAP Gross Profit and Non-GAAP Gross Margin

	Three Months Ended				Year Ended			
(in thousands of U.S. dollars)	June 26, 2026		June 27, 2025		June 26, 2026		June 27, 2025	
Revenues	$ 1,315,788		$ 909,692		$ 4,641,097		$ 3,419,327	
Gross profit (GAAP)	$ 158,051	12.0 %	$ 111,291	12.2 %	$ 556,511	12.0 %	$ 413,349	12.1 %
Share-based compensation expenses	2,765		2,573		11,459		10,456	
Gross profit (Non-GAAP)	$ 160,816	12.2 %	$ 113,864	12.5 %	$ 567,970	12.2 %	$ 423,805	12.4 %

Reconciliation of GAAP Operating Profit and GAAP Operating Margin to Non-GAAP Operating Profit and Non-GAAP Operating Margin

	Three Months Ended				Year Ended			
(in thousands of U.S. dollars)	June 26, 2026		June 27, 2025		June 26, 2026		June 27, 2025	
Revenues	$ 1,315,788		$ 909,692		$ 4,641,097		$ 3,419,327	
Operating profit (GAAP)	$ 134,249	10.2 %	$ 89,056	9.8 %	$ 462,887	10.0 %	$ 324,447	9.5 %
Share-based compensation expenses	8,261		8,101		34,630		33,004	
Severance payment and others	424		—		1,109		748	
Legal and litigation costs	313		250		1,320		1,077	
Restructuring and other related costs	117		69		117		1,436	
Operating profit (Non-GAAP)	$ 143,364	10.9 %	$ 97,476	10.7 %	$ 500,063	10.8 %	$ 360,712	10.5 %

FABRINET
RECONCILIATION OF GAAP MEASURES TO NON-GAAP MEASURES (UNAUDITED)

Reconciliation of GAAP Net Income and EPS to Non-GAAP Net Income and EPS

	Three Months Ended				Year Ended			
	June 26, 2026		June 27, 2025		June 26, 2026		June 27, 2025	
(in thousands of U.S. dollars, except per share data)	Net income	Diluted EPS	Net income	Diluted EPS	Net income	Diluted EPS	Net income	Diluted EPS
GAAP measures	**$ 139,260**	**$ 3.83**	**$ 87,207**	**$ 2.42**	**$ 473,027**	**$ 13.05**	**$ 332,527**	**$ 9.17**
Items reconciling GAAP net income & EPS to non-GAAP net income & EPS:								
Related to cost of revenues:								
Share-based compensation expenses	2,765	0.08	2,573	0.07	11,459	0.32	10,456	0.29
Total related to cost of revenues	2,765	0.08	2,573	0.07	11,459	0.32	10,456	0.29
Related to selling, general and administrative expenses:								
Share-based compensation expenses	5,496	0.15	5,528	0.15	23,171	0.64	22,548	0.62
Legal and litigation costs	313	0.01	250	0.01	1,320	0.03	1,077	0.03
Severance payment and others	424	0.01	—	—	1,109	0.03	748	0.02
Total related to selling, general and administrative expenses	6,233	0.17	5,778	0.16	25,600	0.70	24,373	0.67
Related to restructuring and other related costs:								
Restructuring and other related costs	117	0.00	69	0.00	117	0.00	1,436	0.04
Total related to restructuring and other related costs	117	0.00	69	0.00	117	0.00	1,436	0.04
Related to other income and expense:								
Non-marketable equity securities revaluation	(56,743)	(1.56)	—	—	(56,743)	(1.56)	—	—
Total related to other income and expense	(56,743)	(1.56)	—	—	(56,743)	(1.56)	—	—
Related to income tax (benefit) expense								
Tax provision related to Pillar Two	57,447	1.58	—	—	57,447	1.58	—	—
Total related to income tax (benefit) expense	57,447	1.58	—	—	57,447	1.58	—	—
Total related to net income & EPS	9,819	0.27	8,420	0.23	37,880	1.04	36,265	1.00
Non-GAAP measures	**$ 149,079**	**$ 4.10**	**$ 95,627**	**$ 2.65**	**$ 510,907**	**$ 14.09**	**$ 368,792**	**$ 10.17**
Shares used in computing diluted net income per share (in thousands of shares)								
GAAP diluted shares		36,358		36,084		36,252		36,267
Non-GAAP diluted shares		36,358		36,084		36,252		36,267

FABRINET
RECONCILIATION OF NET CASH PROVIDED BY OPERATING ACTIVITIES TO FREE CASH FLOW (UNAUDITED)

(in thousands of U.S. dollars)	Three Months Ended		Year Ended	
	June 26, 2026	June 27, 2025	June 26, 2026	June 27, 2025
Net cash provided by operating activities	$ 54,967	$ 55,093	$ 256,725	$ 328,365
Less: Purchase of property, plant and equipment	(91,869)	(50,410)	(252,503)	(121,078)
Non-GAAP free cash flow	$ (36,902)	$ 4,683	$ 4,222	$ 207,287

FABRINET
GUIDANCE FOR QUARTER ENDING SEPTEMBER 25, 2026
RECONCILIATION OF GAAP MEASURES TO NON-GAAP MEASURES

	Diluted EPS
GAAP net income per diluted share	**$3.39 to $3.54**
Related to cost of revenues:	
Share-based compensation expenses	0.12
Total related to cost of revenues	0.12
Related to selling, general and administrative expenses:	
Share-based compensation expenses	0.19
Total related to selling, general and administrative expenses	0.19
Related to income tax (benefit) expense:	
Tax provision related to Pillar Two	0.40
Total related to income tax (benefit) expense	0.40
Total related to net income & EPS	**0.71**
Non-GAAP net income per diluted share	**$4.10 to $4.25**