SAINT-GOBAIN GROUP EMPLOYEE SHARE OFFERING COUNTRY SUPPLEMENT FOR CANADA

*You have been invited to invest in shares of the French company Compagnie de Saint-Gobain (“**Saint-Gobain**”) in the 2024 Saint-Gobain Group Employee Share Offering (the “**Employee Offering**”) expected to take place on March 11, 2024. This country supplement for Canada (“**Local Supplement**”) sets forth the key terms of the Employee Offering, including a description of the terms applicable to Canadian participants. These terms include eligibility to participate, payment methods, early exit conditions and other important items.*

This Local Supplement, the Brochure (defined below) and the accompanying subscription form, are each available at https://peg.saint-gobain.com/.

You should read these documents carefully before making a decision to invest in the Employee Offering, and consult your tax adviser, accountant, lawyer or other professional adviser if you have any queries as to the course you should follow. The decision whether to participate in the Employee Offering is yours to make, having regard to your own particular circumstances and any independent advice which you require.

Your decision whether or not to participate in the Employee Offering is entirely personal. Your decision will have no effect, either positive or negative, on your employment with the Saint-Gobain Group (defined below). Nothing contained in this Local Supplement or in any other materials distributed or made available to you in connection with the Employee Offering shall confer upon you any right or entitlement respecting your employment. Participation in the Employee Offering is separate from and does not form part of your employment terms.

Please note the Employee Offering is an international employee share plan subject to regulation by French laws and regulations.

Summary of the Offering

To be read in conjunction with the employee brochure and other materials distributed to you.

A share capital increase reserved for employees

Saint-Gobain shares are expected to be offered to all eligible employees of participating Saint-Gobain Group companies (the “**Saint-Gobain Group**”), pursuant to Saint-Gobain's capital increase reserved for such employees. In Canada, the Saint-Gobain Group Employee Share Offering is expected to be offered as a “classic” plan.

If the number of requested shares exceeds the number of offered shares, the number of shares requested may be reduced. In this event, each participant will be notified personally.

Eligibility

All current employees of Saint-Gobain and the employees of its participating direct and indirect majority-owned subsidiaries are eligible to participate in the Employee Offering, subject in each case to a minimum employment condition of three months (determined on a continuous or discontinuous basis). The relevant period for measuring a discontinuous three-month period is from January 1, 2023, through the last day of the subscription period, provided that the relevant employee must be employed by a member of the Saint Gobain Group as of that day. Former employees, interns, independent contractors, leased employees and consultants are not eligible to participate in the Employee Offering.

Subscription period

The subscription period is expected to start on March 11, 2024, and last until March 25, 2024 (inclusive) (the "**Subscription Period**"). In order to participate in the offering, you would need to submit your subscription order by March 25, 2024.

You can submit your subscription order by submitting an online election form. To do so, connect to https://peg.saint-gobain.com and, using the login and password provided, complete the Subscription Documents from the https://peg.saint-gobain.com website. Please contact your local Human Resources Department if you require assistance with enrollment.
Online subscriptions will be accepted until 23:59 (Paris time) on Monday, March 25, 2024. During the Subscription Period, you will be permitted to cancel or change your subscription, in whole or in part. If you do not cancel your subscription by the end of the Subscription Period, your reservation will become binding and irrevocable at the close of the Subscription Period.

Subscription price

Under the "classic" plan, the subscription price for the Saint-Gobain shares will be made at a 20% discount from the "reference price". The reference price is based on an average of the opening price of Saint-Gobain shares over the 20 trading days preceding the date of the decision to determine the price, expected to take place on March 11, 2024.

The Reference Price and the Subscription Price are expressed in euros. Payment will be requested in Canadian currency at an exchange rate to be set before the commencement of the Subscription Period. Such exchange rate will be valid for the payment of the Subscription Price throughout the Subscription Period. Information with respect to the applicable exchange rate is available at https://peg.saint-gobain.com. During the life of your investment, the value of the Saint-Gobain shares may be affected by fluctuations in the currency exchange rate between the euro and the Canadian dollar. For example, if the value of the euro strengthens relative to the Canadian dollar, the value of the shares expressed in Canadian dollars will increase. On the other hand, if the value of the euro weakens relative to the Canadian dollar, the value of the shares expressed in Canadian dollars will decrease.

Employer's matching contribution

If you decide to invest in the "classic" plan, your employer will contribute to your investment a certain percentage of the amount you elect to contribute, up to a maximum amount of $2,225 pursuant to the chart below, at no cost to, you. The combination of your investment election and your employer's matching contribution makes up the total subscription available for your investment.

Your Investment	Total Matching Contribution by Your Employer in %	Total Matching Contribution Maximum by Range
$0 - $100	200%	$200
>$101 – $2,000	45%	$855
>$2,001 - $5,700	20%	$740
>$5,701 - $10,000	10%	$430
Total Match Contribution Maximum		**$2,225**

For examples illustrating the operation of the matching contribution, please refer to the PEG Brochure.

Your investment is capped

The maximum amount you can invest is the greater of 25% of your gross annual base salary compensation for 2023 and the estimate of your 2024 gross annual compensation. The employer matching contribution will not count toward this 25% limit.

You are responsible for determining your 2023 base salary or your 2024 annualized base salary compensation rate, subject to confirmation by Saint-Gobain as to reasonableness.

Method of payment

Payment is to be made in Canadian dollars. You may pay by using one (**and only one**) of the following methods:

(1) payroll deduction from May 2024 – November 2024; or
(2) lump-sum payment via cheque due on or before May 24, 2024**.**

If you do not elect to pay by personal cheque or if you elect to pay by personal cheque but fail to submit your personal cheque as instructed, the amount of your subscription must be paid through salary deductions (on an after-tax basis) in substantially equal installments over the seven-month period starting in May 2024 and ending in November 2024. Any amount that you elect to pay through salary deductions is considered a loan from your employer and may be subject to imputed interest income for tax purposes. The frequency of each installment will vary based on your particular pay schedule (i.e., weekly vs. bi-weekly vs. semi-monthly).

Salary deductions will begin in May 2024, with the entire balance of the outstanding loan to be repaid in full no later than November 30, 2024 (or as soon as practicable thereafter depending on your payroll cycle). You will be permitted to prepay (pay off) the total amount or any portion of the amount due at any time without penalty.

The loan repayable by salary deduction will be treated as a personal recourse loan, and you will be responsible for repaying the loan in full. You will not be eligible to redeem any Saint-Gobain shares under the Employee Offering, including an early exit event (as further described below), until your loan balance is paid in full. If any portion of your outstanding balance remains unpaid at the time your employment with the Saint-Gobain Group terminates for any reason, including due to retirement, your employer will have the right, subject to applicable law, to collect any outstanding amounts from other amounts that are owed to you until the remaining balance of the loan is satisfied. Further, if your employment terminates for any reason prior to the repayment in full of the loan, you expressly and irrevocably authorize your employer, in accordance with applicable law, to deduct the then outstanding balance of the loan from your final paycheck or from any other amounts which may be owed to you after your final paycheck. If any portion of your loan remains outstanding after such deductions, you will be required to repay the outstanding principal balance of the loan by personal cheque within 30 business days of your last day actively worked with the Saint-Gobain Group. If the outstanding balance of your loan is not paid in full within this 30-day period, Saint-Gobain and your employer are authorized to sell or cause to be sold any or all of the Saint-Gobain shares you purchased in the Employee Offering to satisfy the remaining balance. If the outstanding balance of your loan remains unpaid despite the foregoing recourses, your employer will have the right to pursue legal action to collect any unpaid portion you owe related to your subscription.

If you cease to be employed by the Saint-Gobain Group due to the sale, divestiture, or outsourcing, as applicable, of your employer, business unit, work location or business operation, following such event, the preceding paragraph will apply to you unless you receive notification in writing to the contrary at the time of such event.

As described below, you will generally incur imputed interest income in connection with the outstanding balance of your payroll loan. Please contact your local Human Resources Department should you have any questions in this regard.

Custody of your shares

Your shares will be subscribed and held on your behalf by a collective shareholding vehicle, known as a Fonds Commun de Placement d'Entreprise or “FCPE”, which is commonly used in France for the conservation of shares held by employee-investors. Your investment will be held in the “Saint-Gobain Avenir Monde” compartment of the FCPE “Saint-Gobain PEG Monde”. You will be issued units of the FCPE corresponding to the shares that you have subscribed for.

Your investment will be subject to a five-year lock-up period

In consideration of the benefits granted under this offering, your investment is subject to a lock-up period of approximately five years (ending on May 1, 2029), during which you will not be able to redeem your investment unless you qualify for an early exit (see “Early exit events” below).

Early exit events

You may request redemption of your investment during the above-mentioned lock-up period in the following circumstances only:

- termination of employment by the Company for reasons other than cause
- retirement of the employee
- death of the employee

The above-noted early exit events are to be interpreted and applied in a manner consistent with French law and any applicable law in the jurisdiction where the relevant employee works. Before relying or attempting to rely on any of these early exit events, you should consult with your employer to make sure that your case meets all the requirements of applicable law.

Dividends

Any dividends paid with respect to shares, while such shares remain in the FCPE, will be reinvested by the FCPE in additional Saint-Gobain shares (meaning that dividends will not be paid out directly to you during this time). These reinvested dividends will result in the issuance of additional units (or fractions thereof) to you. The shares subscribed in this 2024 plan will be entitled to receive dividends distributed as of 2025 and subsequent years (they will not be eligible to receive dividends paid in 2024 in respect of 2023).

Voting rights

As long as shares are held by the FCPE, the voting rights pertaining to such shares will be exercised by the supervisory board of the FCPE on behalf of the participating employees.

Redemption

Your investment will become available upon the expiry of the lock-up period, or earlier, if you qualify for an early exit. Prior to the end of the lock-up period, it is recommended that you consult your current account statement available at https://www.amundi-ee.com/account/#login for confirmation of the exact date upon which your investment will be available. On such date, you may sell your shares and receive cash, or you may continue to hold your Saint-Gobain shares. After the lock-up period you will be free to redeem your investments at any time.

You should read the taxation information below in relation to the redemption of your investment.

Termination of Employment. For purposes of the Local Supplement, the Brochure, subscription form and any other Employee Offering documents, any reference to “termination of employment” (or “termination of the employment contract”) shall be determined without regard to any deemed or notional period of notice following cessation of active employment or any period following cessation of active employment during which the participant receives or is entitled to receive pay in lieu of notice, termination pay, severance pay, or similar payments or benefits.

Tax Information for Employees Resident in Canada

*This summary sets forth general principles in effect at the time of subscription under the Saint-Gobain Employee Offering, that are expected to apply to employees who are and who shall remain, until the disposal of their investment, resident in Canada for the purposes of the federal income tax laws of Canada and the tax treaty concluded between France and Canada for the avoidance of double taxation, dated May 2, 1975, as amended (the "**Treaty**"), and who are entitled to the benefits of the Treaty. The tax consequences listed below are described in accordance with Canadian federal income tax law and certain French tax laws and practices, all of which are applicable at the time of the offering. These principles and laws may change over time.*

This summary is given for informational purposes only and should not be relied upon as being either complete or conclusive. For definitive advice, employees should consult their own tax advisors regarding the tax consequences of participating in the Saint-Gobain Employee Offering.

A. Taxation in France

You should not be subject to taxation or social charges in France upon subscription. Under currently applicable French law, provided your investment is held through the classic compartment of the FCPE and such compartment reinvests any dividends that may be distributed by Saint-Gobain, you should not be subject to tax or social charges on such dividends in France; any gains realized upon your investment should not be subject to taxation or social charges in France.

B. Taxation in Canada

Upon subscription

I. Will I be required to pay any tax or social security charges at the moment of subscription?

Yes, see below.

I.1 Taxation on the difference between the subscription price and the market value of the shares at the time of subscription

A participant in the offering will be required to include in his or her income for the year in which shares are acquired by the FCPE on his or her behalf, as a benefit from employment, the amount, if any, by which the "fair market value" of the shares at the time of their acquisition exceeds the amount paid for the shares. The fair market value of the shares could exceed the amount paid for the shares if, for example, the subscription price for the shares were less than the publicly-traded price of the shares on the acquisition date. However, in recognition of the five-year lock-up period applicable to the shares, the St. Gobain group intends to take the position that the fair market value of shares subscribed for under the offering will not exceed the amount paid for such shares.[1] On this basis, a participant would not be required to include any amount in income as a result of having subscribed for shares under the offering. It should be noted, however, that the Canadian revenue authorities would not be bound by any such position.

I.2 Taxation of the matching contribution

The receipt of a matching contribution from a participant's employer should constitute a taxable benefit from employment to a participant at the time such matching contribution is received. A participant's employer will generally be required to make payroll source deductions in respect of the benefit for income tax and, where applicable, Canada Pension Plan contributions (or Quebec Pension Plan contributions in the case of Quebec participants). The exact magnitude of the employment benefit arising from the matching contribution (the "**Share Benefit Amount**") will be communicated to participants following the share delivery and will be reflected in the participant's 2024 T4 form (or Relevé-1 form in the case of Quebec-resident participants).

A participant will be required to include the Share Benefit Amount in his or her personal tax return for the year it is received and will be subject to tax at his or her applicable marginal tax rate (the highest marginal tax rate for participants resident in the province of Quebec is approximately 53.5% and is approximately 1% higher or 5% lower in the case of other provinces).

I.3 Will the interest-free salary advance be taxable?

A participant receiving an interest-free advance from his or her employer will realize a taxable employment benefit equal to a deemed interest amount prescribed for this purpose under Canadian federal income tax law. Such benefit amount will be reflected in the participant's 2024 T4 form (or Relevé-1 form in the case of Quebec-resident participants). A participant will, however, be entitled to claim an interest expense deduction of exactly the same amount from his or her income and accordingly, should not have to pay any income tax amounts as a result of having received an interest-free advance from his or her employer.

Dividends

Dividends received by the FCPE on a participant's behalf must be included in the income of the participant for the year in which such dividends are received, regardless of whether the dividend amounts are reinvested. Any such dividends will not be eligible for the gross-up and dividend tax credit normally applicable to dividends received by an individual from taxable Canadian corporations.

Dividends received by or on a participant's behalf will be taxed at the participant's applicable marginal tax rate (the highest marginal tax rate for participants resident in the province of Quebec is approximately 53.5%, and is approximately 1% higher or 5% lower in the case of other provinces) and included in his or her personal income tax return for the year of receipt.

No Canadian social security charges should apply in connection with the receipt of dividends by a participant.

Upon redemption

On the sale or other disposition of a share (including a redemption of FCPE units) for cash, a participant will realize a capital gain equal to the positive difference, if any, between the proceeds received for the share and the aggregate of the "adjusted cost base" of the share and any reasonable costs incurred in connection with the disposition. For this purpose, the participant's "adjusted cost base" of a share at a particular time will generally be equal to the aggregate cost of all shares held by the FCPE on behalf of the participant (i.e., the amount paid for the shares by the Participant at the time of subscription, plus the Share Benefit Amount included in the participant's income) and any other shares held by the participant outside the FCPE, divided by the number of shares held at that time.

One-half of any capital gain realized by a participant will be included in the participant's income as a "taxable capital gain". One-half of any capital loss realized by a participant may be deducted from the participant's taxable capital gains in accordance with the applicable Canadian federal and provincial tax rules.

Capital gains realized by a participant will be taxed at his or her applicable marginal tax rate and included in his or her personal income tax return for the year of realization (the highest marginal tax rate for participants resident in the province of Quebec is approximately 53.5%, and is approximately 1% higher or 5% lower in the case of other provinces).

Capital gains realized by a participant may also give rise to alternative minimum tax for Canadian federal income tax purposes.

No Canadian social security charges should apply in connection with any disposition of shares or on a redemption of FCPE units.

OTHER

Reporting obligations

As indicated above, dividend amounts, the Share Benefit Amount and any taxable capital gain amounts realized on a disposition of shares (including by way of a redemption of units in the FCPE) must be included in the participant's personal income tax return (Form T1 or the Quebec equivalent return, as applicable) for the year such amounts are received or realized, as the case may be.

Such returns are generally due by April 30 of the following year.