SAINT-GOBAIN 2025 GROUP EMPLOYEE SHARE OFFERING

COUNTRY SUPPLEMENT FOR AUSTRALIA

*Saint-Gobain expects to implement an employee offering under the umbrella of the Saint-Gobain Group employee share offering, subject to the decision by its CEO, expected to take place on 10 March 2025 (**2025 offer**). This document sets out the terms of the offer and is the basis on which you apply to participate in the 2025 offering. If Saint-Gobain determines that any different terms apply, you will be advised of any such changes as soon as possible, so that if you apply to participate in the 2025 offering, you do so knowing all applicable terms and conditions.*

Summary of the 2025 Offer

TO BE READ IN CONJUNCTION WITH THE EMPLOYEE BROCHURE AND THE SUBSCRIPTION FORM

This Australian Supplement is attached to the Employee Brochure so that the offer to Australian employees complies with certain regulatory requirements of the *Corporations Act 2001* (Cth), as modified by specific relief granted by the Australian Securities and Investments Commission (**ASIC**), and to provide additional information regarding taxation issues.

This Australian Supplement, together with the Employee Brochure and all other accompanying documentation, sets out the terms of the units expected to be offered to you.

Please note that neither Saint-Gobain nor your employer is providing you with, and will not provide you with, any personal, financial or tax advice in relation to this offer. Any advice in this Australian Supplement is of a general nature only. It does not take into account your objectives, financial situation and needs. The decision whether to participate in the offering is yours to make having regard to your own particular circumstances and any independent advice you require. You should read the Employee Brochure, the Australian Supplement and all other accompanying documentation carefully and consider obtaining your own financial product advice from a person who is licensed by ASIC to give such advice if you have any queries as to the course of action you should follow having regard to your specific circumstances. Please carefully read the information below before making your application decision.

There are no employment advantages or disadvantages related to whether or not you participate in the 2025 offer. Your decision will have no effect, either positive or negative, on your employment with the Saint-Gobain group. Nothing contained in this document or in any other materials distributed or made available to you in connection with the 2025 offer shall confer upon you any right or entitlement respecting your employment. Saint-Gobain does not make any recommendation about whether you should participate in the 2025 offer. Any units offered to you in accordance with this offer are offered as an incentive to promote mutual interdependence between you and Saint-Gobain, and to further align your interests with the interests of the Saint-Gobain shareholders. They are not offered for the purpose of on-sale.

If you have any specific queries about the 2025 offer, you should direct them in the first instance to your Human Resources representative.

You should note that as this is an offer for participation in a foreign employee offering which is subject to the regulation of the French ‘Autorité des Marchés Financiers” (**AMF**) and laws of France, and any dispute regarding the offer and its operation shall be subject to the exclusive jurisdiction of the course of France. Employees in Australia who participate in this offer must make any claim and enforce any right arising out of or in connection with the offer in the courts of France.

The 2025 offer will offer you units in a ‘Fonds Commun de Placement d’Entreprise’ (**FCPE**) and the FCPE will purchase and hold Saint-Gobain shares subject to the terms of the rules of the FCPE and of the global 2025 employee plan (**Rules**). The FCPE and the Rules are regulated by the laws of France, and those laws differ from Australian laws.

You should also note that no employee has a right to compensation or damages as a result of termination of his or her office, employment or other contract with a group company for any reason, so far as those rights arise or may arise from the participant ceasing to have rights under the offer as a result of termination.

A share capital increase reserved for employees

Saint-Gobain shares will be offered to all eligible employees of participating Saint-Gobain Group companies, pursuant to Saint-Gobain's capital increase reserved to such employees. In your country, the Saint-Gobain Group Employee Share Offering is offered as a “classic” plan. Shares will not be held directly by Australian employees, rather they will be held in the FCPE which is a separate shareholding vehicle, and the FCPE will issue units to investor employees.

If the total number of requested shares exceeds the offered shares, the number of shares requested may be reduced, so as to allow as many employees as possible to participate in the offering. 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, in each case subject to a minimum employment condition of three months, will be eligible to participate in the offer. Such three-month period may either be on a continuous or discontinuous basis. The relevant period for measuring a discontinuous three-month period is from January 1, 2024 through to the last day of the subscription period, and such employee must be employed as of that day.

Subscription period

The subscription period is expected to start on **10 March 2025** and last until **24 March 2025** (inclusive).

In order to participate in the offering, you would need to subscribe by 24 March 2025.

Subscription price

The subscription price for the Saint-Gobain shares acquired by the FCPE will be at a 20% discount to 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 10 March 2025.

For example, assume the price was calculated on 10 March 2025 and that using the same formula described above the reference price is 85 euro. The subscription price would then be 68 euro. Assume the applicable Australian dollar/euro exchange rate on 10 March 2025 was AUD 1 = 0.65 euro. Therefore, the subscription price would be $112.35.

Payment will be requested in Australian dollars at an exchange rate determined by Saint-Gobain. This exchange rate will be separately advised to you and will be valid for the payment of the purchase price during the subscription period. Saint-Gobain will bear the effect of any exchange rate fluctuations in the period between the close of the offer and the date the funds must be provided to the FCPE to allow it to purchase the shares. In all other circumstances than those referred to above, exchange rates that may affect the value of your investment are governed by the market and are not guaranteed.

During the life of your investment, the value of the Saint-Gobain shares (purchased through the FCPE) will be affected by fluctuations in the currency exchange rate between the euro and the Australian dollar. As a result, if the value of the euro strengthens relative to the Australian dollar, the value of the shares expressed in Australian dollars will increase. On the other hand, if the value of the euro weakens relative to the Australian dollar, the value of the shares expressed in Australian dollars will decrease, all other things remaining unchanged.

Employer's matching contribution

Your employer will contribute to your investment an additional 100% on top of the amount you choose to subscribe to the 2025 offer, up to a maximum matching contribution of $2,000. For example, if you nominate:

- $1,570 as your subscription to the 2025 offer (using the same details as in the example above) Saint-Gobain Australia will provide a matching contribution of A$1,570 on top of your subscription amount; or

- $2,500 as your subscription to the 2025 offer (using the same details as in the example above) Saint-Gobain Australia will provide a matching contribution of A$2,000 on top of your subscription amount.

Your investment is capped

The maximum amount you can invest is 25% of your gross annual compensation (including base salary, allowances, bonuses and superannuation) for 2024 or an estimate of the 2025 gross annual compensation. The employer matching contribution, where offered, will not count toward the 25% limit.

Method of payment Payment is to be made in Australian dollars. You must elect in your subscription form how you would like to pay from the following two methods of payment:

- through after-tax salary deductions over 8 months commencing from the salary payment after the issue of the FCPE units; or

- by one electronic funds transfer payment to the bank account and by the date provided in the subscription form.

For the subscription payment through after-tax salary deduction : Saint-Gobain will provide an interest free advance on your salary for the amount you wish to subscribe. Your after-tax salary deductions will be used to repay that interest free advance from Saint-Gobain over the specified period. Please note that the after-tax salary deduction option is not available to some employees who are Subclass 457 (Long Stay) Visa Holders.

For the subscription payment through electronic funds transfer payment : Saint-Gobain will provide an interest free loan for the amount you wish to subscribe. Your electronic funds transfer payment will be used to repay that interest free loan.

If you cease employment with a Saint-Gobain Australia subsidiary before the FCPE purchases the shares then the FCPE will purchase shares on your behalf and shortly after receiving notification of your unit allocation you may request a redemption of units from the FCPE under the early exit events detailed below.

If you choose to pay for your subscription through after-tax salary deduction and you cease employment with a Saint-Gobain Australia subsidiary before all your after-tax salary deductions are completed, you will need to make arrangements satisfactory to your employer to repay the salary advance. You should also refer to the section headed “Early exit events” in terms of the circumstances in which you may redeem your units prior to the end of the lock-up period.

Terms and conditions of the interest free advance on your after-tax salary as part of the salary deduction option or the interest free loan

Saint Gobain will provide an interest free advance on your salary or loan (as applicable) for the amount you wish to subscribe.

The terms of the interest free advance and loan are:

- you must elect in the subscription form whether you will pay by:

- after-tax salary deduction over 9 months; or
- by one electronic funds transfer payment;

- you must nominate the total amount you wish to invest in the subscription form;
- if you elect to pay through after-tax salary deductions your employer will deduct the subscription amount in equal instalments (subject to any final instalment differences) from your after-tax salary payments during the period specified in the subscription form and the after-tax salary deductions will be used to repay the interest free advance over that specified period;
- if you elect to pay by one electronic funds transfer payment, you must make that payment to the bank account and by the date provided in the subscription form;
- the advance or the loan (as appliable) is interest free;
- no fees are payable in respect of the advance or the loan (as appliable);
- you must sign and return a declaration that the after-tax salary advance or the loan (as appliable) is applied to produce assessable income;
- if you are an employee who is Subclass 457 (Long Stay) Visa Holders you may not be able to participate in the after-tax salary deduction payment method;
- if you elect to pay through after-tax salary deductions and if you cease employment with a Saint-Gobain Australia subsidiary:
  - before the FCPE purchases the shares then the FCPE will purchase shares on your behalf and shortly after receiving notification of your unit allocation you may request a redemption of units from the FCPE under the early exit events detailed below, and you must make arrangements satisfactory to your employer to repay the after-tax salary advance;
  - before all your after-tax salary deductions are completed, you will need to make arrangements satisfactory to your employer to repay the after-tax salary advance. You may request a redemption of units for cash from the FCPE under the early exit events detailed below; and
  - before all your after-tax salary deductions are completed, the amount you must pay to repay the after-tax salary advance is an amount no greater than the cumulative value (as at the time the loan is repayable) of the FCPE units you subscribed for and which were allocated to you; and
- if you elect to pay by one electronic funds transfer payment and you cease employment with a Saint-Gobain Australia subsidiary before making your payment to the bank account

provided in the subscription form, you will need to make arrangements satisfactory to your employer in relation to the payment which, will be an amount no greater than the cumulative value (as at the time that payment is due) of the FCPE units you subscribed for and which were allocated to you.

Custody of Saint–Gobain shares

Saint-Gobain shares will be acquired and held 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 Saint-Gobain shares the FCPE acquires, using the amount you will have subscribed for units and the employee matching contribution.

A description of the nature of a FCPE and a summary of the Rules are set out below under "Additional Information". You may request a full copy of the Rules from your human resources representative. The Rules will also be available for inspection at Saint-Gobain's offices. The FCPE and the Rules are regulated by the laws of France, and those laws differ from Australian laws.

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 1 May 2030), 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 only in the following circumstances:

1. Total and permanent disability of the employee;

2. Death of the employee; or

3. Termination of the employment contract.

The early exit events are to be interpreted and applied in a manner consistent with French law. 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 French law.

Supporting documentation may be required to establish the occurrence of a valid early exit event. Our acceptance of any request for early exit is possible but not mandatory. For further information, please contact your Human Resources representative.

Following an early exit event, your request for an early exit of units in the FCPE will be subject to the Custodian withholding, on behalf of your employer, the balance of any outstanding payment of your subscription monies from the proceeds of redemption of the FCPE's holding of Saint-Gobain shares.

Dividends

Any dividends paid with respect to Saint-Gobain shares, while such shares remain in the FCPE, will be reinvested by the FCPE in additional Saint-Gobain shares. The dividends will not be paid out directly to you. These reinvested dividends will result the increase of the number of (and total value of) the units (or fractions thereof) to you. The shares subscribed in this 2025 plan will be entitled to receive dividends distributed as of 2026 and subsequent years (they will not be eligible to receive dividends paid in 2025 in respect of 2024).

Voting rights

As long as the Saint-Gobain 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 employees.

Redemption

Your investment will become available upon the expiry of the lock-up period of approximately five years, or earlier, if you qualify for an early exit. At that time you may request the redemption of your investment (in cash) or you may continue to hold your units in the FCPE, after which you will be free to redeem your investments at any time.

Risks

You should note that as your investment under this offering is for FCPE units which will acquire shares in a French company listed on the Euronext Paris, your subscription will be in euros. **During the life of your investment, the value of the Saint-Gobain shares held by the FCPE will be affected by fluctuations in the currency exchange rate between the euro and the Australian dollar. As a result, if the value of the euro strengthens relative to Australian dollar, the value of the shares expressed in local currency will increase, all other things remaining unchanged. On the other hand, if the value of the euro weakens relative to the Australian dollar, the value of the shares expressed in the Australian dollars will decrease, all other things remaining unchanged.** After the funds are provided to the FCPE to allow it to purchase the shares there is no protection or guarantee in relation to the impacts on your investment of movements in the euro / Australian dollar exchange rate.

The return on your investment is not subject to any form of guarantee. The Saint-Gobain share price may fall to such level that when you redeem your units, including taking into account the initial 20% discount on the reference price and the employer matching contributions, you may not recover the full amount you initially paid the FCPE. However, if the share price remains stable compared with the reference price you will receive your initial investment, plus the benefit of both the initial 20% discount on the reference price and the employer matching contributions. If the share price increases compared with the reference price, you will receive your initial investment, plus the benefit of the initial 20% discount on the reference price, the employer matching contributions and the benefit of any price increase above the reference price.

As your investment is subject to a 5-year lock up period, you are not able to redeem your units in the FCPE until the lock-up period has ended (subject to certain exceptions).

You will not directly receive dividends on the shares held by the FCPE. Any dividends received on the Saint-Gobain shares are re-invested in the FCPE and result in the issue of new units, or fractions of units, in the FCPE.

In addition, as your investment under this offering is for units in an FCPE that will hold shares in a French company, time differences between Australia and France will also be a relevant from a risk perspective.

Additional information

What is an FCPE?

An FCPE is a collective shareholding vehicle created specifically for the purpose of a French company or group employee stock plan.

Under the 2025 offer, the FCPE will acquire shares in Saint-Gobain and then issue units to participating employees. Each unit corresponds to the same fraction of the FCPE's assets and represents an undivided percentage interest in the Saint-Gobain shares held by the FCPE on behalf of employees. That is, the shares are pooled within the FCPE compartment and are not held in separate accounts for each employee. Unit values are calculated on the basis of net asset value. All prices and values will be calculated in euros.

An FCPE is governed by rules, which set out the terms and conditions under which a plan offering is to operate.

The FCPE is operated and managed by:

- a management company (which is Amundi) (**Management Company**);
- a custodian (which is CACEIS Bank France) (**Custodian**); and
- a supervisory board (which is comprised of equal numbers of employee shareholder representatives chosen from a different geographical zone and representatives of the Saint-Gobain group employers) (**Supervisory Board**).

Each of these bodies has specific obligations under the FCPE rules.

Management Company

The Management Company maintains the portfolio of the FCPE pursuant to the rules of the FCPE. The Management Company, subject to the powers of the Supervisory Board, acts on behalf of unitholders and also prepares the accounting documents and periodic information documents required by the FCPE rules.

In addition, the Management Company appoints a legal controller of the accounts (**Legal Controller**) (with the approval of the French AMF).

The Management Company calculates the number of units held by each employee and prepares an allotment statement for the company. Saint-Gobain then informs each employee of the number of units allotted to that employee. It also executes the redemption of units.

Custodian

The Custodian is responsible for the custody of the assets comprised in the FCPE. It ensures that transactions are carried out in conformity with the relevant legislation and with the FCPE rules. The Custodian must take any necessary steps to enable the FCPE to exercise rights attaching to the assets held by the FCPE.

The Custodian must audit the inventory of the FCPE assets (prepared by the Management Company) within 6 weeks of the end of each half-year period and certifies the inventory of the FCPE's assets at the end of the year.

Supervisory Board

The Supervisory Board meets at least once a year to review the annual reports on the FCPE's performance and the transactions it has made. The Supervisory Board exercises the voting rights attached to the securities included in the FCPE's assets. It appoints one or more proxies to represent the FCPE at the shareholders meetings of the issuing company (in this case, Saint-Gobain). The Supervisory Board may present resolutions at the general meetings. The Supervisory Board must approve any change to the FCPE rules before they are made. Without prejudice to the abilities of the Management Company and the liquidator, the Supervisory Board may act on the unitholders' legal behalf to defend or assert the rights or interests of the unitholders.

Legal Controller

The Legal Controller ensures legislative requirements have been met and certifies the accuracy of published information and the regularity of the financial statements and accounting information contained in the management report.

Annual accounts

The Management Company must send to Saint-Gobain the following documents (which must have been certified by the Legal Controller) before 30 April in any year:

- the inventory of assets certified by the Custodian;
- the balance sheet, the income statement, the schedule and the management report prepared in accordance with the then current accounts.

Saint-Gobain will arrange for these documents to be available for inspection at the registered office of Saint-Gobain Abrasives Pty Ltd at 60 Hume Highway, Somerton, Victoria, 3062 during normal business hours or they can be requested from your Human Resources representative.

Within 8 weeks after the end of each half-year the Management Company must communicate to Saint Gobain and the Supervisory Board information on the composition of the FCPE's assets. You can request the information from your employer.

Saint-Gobain Avenir Monde

The Saint-Gobain Avenir Monde compartment is created for a term of 99 years.

This compartment has the following specific rules:

- Portfolio

Its portfolio is comprised exclusively of listed shares of Saint-Gobain, subscribed in the context of a capital increase reserved for employees of the Saint-Gobain group, except for 2% of its assets that may be held in cash or cash equivalents, in conformity with the law and regulations in effect.

- Unit value

The value of your units is determined on the basis of net asset value (**NAV**). The NAV is calculated by dividing the compartment's net assets by the number of units issued. The NAV is calculated on each trading day (except for French public holidays).

The primary assets of the compartment are Saint-Gobain shares. These shares are valued at fair market value on the basis of the closing price quoted on the Euronext.

The revenue and proceeds of the compartment's assets (eg dividends) must be reinvested. The amounts re-employed in this way result in the issue of new units and/or fractional units in the compartment.

Each year an adjustment to the number of the units is made on the basis of the current price of the Saint-Gobain shares and the calculation of the initial NAV. This adjustment is made each year following the reinvestment of any dividends on the Saint-Gobain shares. This adjustment is effected in order to minimise any difference between the NAV of the units and the Saint-Gobain share price.

- Redemption

You (or your beneficiaries) may ask for the redemption of all or some of your units subject to the terms of the FCPE rules and the Saint-Gobain Group Savings Scheme. These rules provide that units must not be disposed of for an approximate period of five years, subject to any exceptions provided for by local laws.

In Australia you may redeem your units for cash before the end of the lock-up period in the following circumstances:

(a) total and permanent disability;

(b) death; or

(c) upon the cessation of your employment with the Saint-Gobain group.

The redemption price of each unit is equal to the NAV calculated in accordance with the procedure described above less a redemption commission stated in the key information document of the FCPE, which remains in the compartment.

You may request a redemption of your investment from the FCPE in cash or you may choose to leave your investment in the FCPE compartment.

If your request is accepted, the redemption will be effected within fifteen business days from the NAV calculation made after receipt of your request for redemption.

- Fees and Charges

The annual financial and administrative management fees are equal to 0.04% of the FCPE's net assets, including tax if there are less than 500 million euros in assets in the FCPE and 0.015% if there are more than 500 million euros in assets in the FCPE). The fees are paid by the Saint-Gobain group companies on a pro-rata basis based on the amount of investment by employees of each employer company.

Management fees are calculated and provided for on the basis of the average assets under management, calculated upon the determination of each NAV.

As set out above, on redemption, the redemption price is the NAV less a redemption commission precised in the key information document of the FCPE.

Holding fees relative to the securities invested in the FCPE are paid by Saint-Gobain. Saint Gobain also pays the annual AMF fee which corresponds to approximately 0.001% of the FCPE's assets at 31 December of the previous year. This fee is not included in the annual management commissions.

The fees of the Legal Controller are charged to the FCPE. The amount of the fees are indicated in the annual management report.

Brokerage fees, commissions and expenses on sales of shares in the collective portfolio and on acquisitions of shares made from proceeds of either the sale of shares or the redemption of units, or revenue from assets included in the FCPE, are withdrawn from those assets and subtracted from the FCPE's liquidities.

- Amendment to the FCPE rules and changes to governing bodies

The FCPE rules may be amended with the consent of the Supervisory Board. Unitholders must be informed of any amendment to the FCPE rules. Changes take effect no earlier than 3 days after employees are first informed.

The Supervisory Board may decide to change the Management Company or Custodian. Any such change may only take place after the Supervisory Board has appointed (as necessary) a new Management Company or a new Custodian (with the Management Company's approval) and after the AMF's approval.

The change must occur no more than three months after the AMF's approval.

In that period the departing Management Company must prepare an interim management report and an inventory of the FCPE's assets. These documents must be provided to the new Management Company on a mutually agreed date.

- Merger or demerger, partial transfer of assets and liquidation

Any merger or demerger of the FCPE must be:

(a) made in accordance with French law;

(b) decided upon by the Supervisory Board;

(c) approved by the AMF; and

(d) notified to unitholders.

In a merger or demerger, your new rights will be calculated on the basis of the NAV of units of the FCPE (which will be calculated on the date of merger or demerger). You will be notified of the number of units you will hold in the revised FCPE and of the new rules.

The FCPE may not be liquidated so long as there remains units that cannot be redeemed pursuant to law (that is, while there are units which are still within the 5 year lock-up period).

- Foreign jurisdiction

Under the rules of the FCPE, if any dispute that arises between:

(a) the unitholders; and

(b) the Management Company; or

(c) the Custodian,

in connection with the FCPE either during its operation or upon its liquidation, the dispute will be referred to the French courts of competent jurisdiction.

Pursuant to the terms of specific relief obtained from ASIC, Saint-Gobain Abrasives Pty Ltd has agreed to accept notices, correspondence and service of process at its registered office on behalf of Saint-Gobain, the Management Company and the Custodian. However, any claim will still be against Saint-Gobain, the Management Company or the Custodian.

Further, a final and conclusive judgment obtained in an Australian court in respect of a fixed and certain sum payable by a French company (such as Saint-Gobain) would be recognised and enforced by the courts in France, provided actual notice of proceedings has been established in sufficient time to contest them and provided that the judgment was not obtained in a manner contrary to natural justice, French law or public policy in France.

Tax Information for Employees Resident in Australia

The following summary sets forth general principles that are expected to apply to employees who (i) are and who shall remain until the disposal of their investment resident in Australia for the purposes of the tax laws of Australia and the Convention between the Government of Australia and the Government of the French Republic for the avoidance of double taxation with respect to taxes on income and the prevention of fiscal evasion dated 20 June 2006 (the "Treaty"), including any impact of the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting (the "MLI") and (ii) are entitled to the benefits of the Treaty, but may not apply in all specific cases.

This summary is given for informational purposes only and should not be relied upon as being either complete or conclusive. It does not constitute tax advice to you. For definitive advice, employees should consult their own tax advisors regarding the tax consequences of participating in the Saint-Gobain 2025 Employee Offering.

The tax consequences listed below are described in accordance with the Treaty, Australian tax law and certain French tax law and practices, all of which are applicable as at 4 December 2024. These laws and practices may change over time.

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 Australia

Upon subscription

You should not be subject to any income tax on the discount (being, the share price discount and matching contributions provided by Saint-Gobain Australia) provided at the time you acquire your units in the FCPE. Instead, the provision of units to you should constitute a fringe benefit provided in relation to your employment with Saint-Gobain. Accordingly, your local Saint-Gobain employer should be liable for fringe benefits tax (**FBT**) on the "taxable value" of the benefit.

To the extent that your local Saint-Gobain employer matches your contributions into the FCPE, and it is structured to represent an "additional discount" rather than additional salary or wages (i.e. employer contributions are made directly into units) this will be treated as an additional discount which may be included in the taxable value of the benefit for FBT purposes. You should not be liable for income tax on the additional discount.

Interest free advance payment

You should not be subject to income tax if you choose to pay for your units by way of after-tax salary deduction.

However, the interest free advance will constitute a loan fringe benefit provided in relation to your employment with Saint-Gobain. As a result, your local Saint-Gobain employer will be liable for FBT on the "taxable value" of the benefit.

Generally, the taxable value of the fringe benefit can be reduced to nil if you provide a declaration that the loan is applied at all times to produce assessable income (for example, the loan is applied to acquire shares that pay dividends or, in this instance, the loan is applied to acquire units on which you will derive assessable income). To allow Saint-Gobain to reduce the FBT, it is a condition of receiving an advance or a loan that you sign and return a declaration as provided with the subscription form. Saint-Gobain may require the declaration to be completed on an annual basis.

Dividends (despite their automatic reinvestment)

You should be subject to income tax on the dividends paid on the shares to the FCPE, even though the FCPE re-invests those dividends in further Saint-Gobain shares on your behalf (with additional FCPE units being issued to you) rather than you receiving them directly. You will be assessed on the value of the additional units issued to you at the time the dividends are reinvested.

Any dividends paid to the FCPE must be included in your income tax return for the year in which it is re-invested and taxation will occur in that income year. You will be assessed on the dividends at your marginal rate of tax. The top marginal rate is currently 47%, including a 2% Medicare levy. A 1% to 1.5% Medicare levy surcharge may also apply to employees whose income for surcharge purposes is more than $97,000 per annum (for an individual) or more than $194,000 per annum (plus $1,500 for each dependent child) for families, in most situations if Australian registered private hospital insurance cover is not held.

Upon redemption

If you request to redeem your units in the FCPE, you may make a capital gain and therefore be subject to income tax. You will be assessed on any gain you make on redemption, which will be equal to the difference between:

- the amount of cash you receive; and
- the sum of the subscription price you paid for the units (or in the case of units acquired through dividend re-investment, the amount of the re-invested dividends).

However, you may use other capital losses from the same income year and prior year capital losses that you have carried forward to offset the capital gain arising from redemption.

You will only be subject to tax if you redeem your units. If you continue to hold your units in the FCPE beyond the five year lock up period, you should not be subject to tax until your units are redeemed.

As outlined above, you should be subject to income tax on the issue of the additional units you receive upon reinvestment of dividends. Upon redemption you will be subject to tax on the increase in value of your additional units above their cost base, comprising the amount of the dividend you were taxed on. The amount of this gain will be reflected in the capital gain calculation referred to above.

If you have held your units for at least 12 months, the net capital gain remaining after the utilisation of any capital losses will be discounted by 50%. If you redeem your units in the FCPE within one year of investing, the whole of the net capital gain remaining after the utilisation of any capital losses will be assessable.

Any net capital gain you make must be included in your income tax return in the year in which your units are redeemed and will be assessed at your marginal tax rate, i.e., up to 47%, including a 2% Medicare levy. A 1% to 1.5% Medicare levy surcharge may also apply to employees whose income for surcharge purposes is more than $97,000 per annum (for an individual) or $194,000 per annum (plus $1,500 for each dependent child) for families, in most situations if Australian registered private hospital insurance cover is not held.

If the amount of cash you receive on redemption is less than the sum of the subscription price you paid for the units (or in the case of units acquired through dividend reinvestment, the amount of the reinvested dividends), you will make a capital loss. Capital losses can be used to offset other capital gains or carried forward and utilised against capital gains made in future income years.

If you choose to retain your units in the FCPE at the end of the lock-up period

If you decide to retain your units in the FCPE upon leaving Saint-Gobain or at the end of the lock-up period, you should not be liable for income tax on any unrealised capital gain at that time. However, as stated above, you may be subject to income tax on any realised capital gain when your units are redeemed in the future.

OTHER

Reporting obligations with respect to the subscription, holding and sale of the FCPE units, if any?

You will not have any specific reporting obligations beyond including your re-invested dividends and any capital gains you make on redemption of your FCPE units in your income tax return for the relevant income year.

If the fringe benefits that you receive during the year ending 31 March are greater than $2,000 in aggregate the value of the benefits will generally be reportable in your income statement or year end payment summary. This amount will be included when determining your entitlement to certain tax offsets and other concessions as well as your liability for various surcharges and obligations.

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