# SAINT-GOBAIN GROUP EMPLOYEE SHARE OFFERING COUNTRY SUPPLEMENT FOR THE PEOPLE'S REPUBLIC OF CHINA

*Saint-Gobain expects to implement an offering of its shares under the umbrella of the Saint-Gobain Group employee share offering, subject to the decision by its Chairman and CEO expected to take place on March 10, 2025. You will find below a brief summary of the expected terms of the offering, local offering information and principal tax consequences relating to the offering.*

## Summary of the Offering

**to be read in conjunction with the employee brochure and the subscription form**

***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, pursuant to Saint-Gobain's capital increase reserved to such employees. In your country, the Saint-Gobain Group Employee Share Offering is expected to be offered as a "classic" plan.

If the number of requested shares exceeds the 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, in each case subject to a minimum employment condition of three months. 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 the last day of the subscription period, and such employee must be employed as of the latest date of subscription period.

***Subscription period***

The subscription period is expected to start on March 10, 2025 and last until March 24, 2025 (inclusive). In order to participate in the offering, you would need to subscribe submit your subscription form during this period.

***Subscription price***

The subscription price for the Saint-Gobain shares will be 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 between February 11, 2025 and March 7, 2025.

Payment will be requested in Renminbi.

During the life of your investment, the value of the Saint-Gobain shares will be affected by fluctuations in the currency exchange rate between the euro and the Renminbi. As a result, if the value of the euro strengthens relative to the Renminbi, the value of the shares expressed in

Renminbi will increase. On the other hand, if the value of the euro weakens relative to the Renminbi, the value of the shares expressed in the Renminbi will decrease.

***Your investment is capped***

The maximum amount you can invest is 25% of your gross annual compensation (including bonuses) for 2024 or an estimate of the 2025 gross annual compensation.

***Method of payment***

Payment is to be made in Renminbi. You may pay by the following methods:

The subscription amount in Renminbi has to be transferred to the designated account of local employer before March 24, 2025 (inclusive).

***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 you will have subscribed.

***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, 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 in the following circumstances only:

1. Marriage of the employee;
2. Birth or adoption, from the third child onwards to the extent permitted by PRC laws and regulations;
3. In the event of divorce, when this event is accompanied by a court decision specifying that the sole or shared ordinary place of residence of at least one child is at the domicile of the employee concerned;
4. Where the employee, his or her spouse or children, suffers from a disability as defined by French law;
5. Death of the employee, his or her spouse or their child;
6. Termination of the employment contract;

7. Where the employee, his or her children, or spouse, allocates the amounts saved to create certain businesses as provided for by French law;

8. Where the employee allocates the amounts saved to the acquisition or enlargement of his or her principal residence;

9. Domestic violence committed against the employee by his/her spouse, or his/her former spouse;

10. Use of proceeds for energy-efficiency renovation work on the principal residence; and

11. The purchase of an electric and/or hydrogen-powered vehicle.

The above is a summary of the current early exit provisions permitted under French law. 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.

Employees must present a request for redemption within a period of six months after the occurrence of such event, except in the event of death, domestic violence committed against you or disability (in which case, the request may be made at any time) provided that you decide to redeem your units. For further information, please contact your human resource office.

In addition, in case of termination of the employment contract, the employee shall redeem his/her investments under all plans of Saint-Gobain Group employee share offering within six months upon the termination date or a shorter period as requested by relevant governmental authorities, which may be finally determined by his/her employer. If he/she does not redeem all of his/her investments within such period, local employer has the right to redeem such investments on his/her behalf.

***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. The dividends will not be paid out directly to you. These reinvested dividends will result in the issuance of additional 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 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 shares through the FCPE, after which you will be free to redeem your investments at any time.

You shall provide a legal and valid bank account opened in China to receive proceeds from redemption of units upon your redemption of units; otherwise, you may not receive and obtain the proceeds from such redemption.

***Currency Exchange Control***

All matters with respect to foreign exchange under the offering will be handled by your local employer on your behalf in accordance with the applicable laws and regulations of the People's Republic of China ("PRC" or "China"). If you choose to participate in the offering, you are agreeing that your local employer will make the relevant application or filing with the State Administration of Foreign Exchange ("SAFE") for purposes of implementing the offering. In addition, you may be required to fill out or submit documentation as may be requested by laws and regulations or the relevant authority in connection with the offering.

If the offering cannot be approved as a whole or partially by relevant authorities, your subscription would be materially affected or even be cancelled and you would be informed by your local employer immediately of such circumstances. In this case, no compensation will be payable to you.

According to the PRC laws, the payment of your proceeds under the offering made by your employer will also be subject to the review and registration with SAFE and the bank, which may result in the delay of payment. Due to the uncertainties of timing, the proceeds to be received in RMB may be adversely affected by the fluctuation of foreign exchange rate. In this case, no compensation will be payable to you.

***Other Regulatory Requirements***

Based on the PRC laws and regulations, the applicable governmental authorities may review and examine the offering from time to time and the offering may be requested by such governmental authorities to be modified, amended or cancelled in accordance with PRC laws and regulations and government authorities' requirements. If the offering is modified, amended or cancelled, your rights under the offering may be materially and adversely affected. In this case, you will be informed of the situation and Saint-Gobain will execute the offering in accordance with the PRC laws and regulations and governmental authorities' requirements.

**Tax Information for Employees**
**Resident in the People's Republic of China**

*The following summary sets forth general principles that are expected to apply to employees who are resident in mainland of the People's Republic of China (the "PRC") for the purposes of the tax laws of the PRC, 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. For definitive advice, employees should consult their own tax advisors regarding the tax consequences of participating in the Saint-Gobain Employee Offering.*

*The tax consequences listed below are described in accordance with the PRC tax laws and tax practices, all of which are applicable at the time of the offering. 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 the PRC

***Upon subscription***

The share price discount (the difference between the subscription price and the market value of Saint-Gobain shares upon subscription) will be regarded as salary/bonus income and is subject to taxation at progressive rates from 3% to 45%. Your employer will withhold such taxes in accordance with the applicable PRC tax laws.

You will not be subject to social security charges upon subscription.

***Dividends***

Your investment is held through a FCPE and such FCPE reinvests any dividends that may be distributed by Saint-Gobain. You may be subject to income tax at a flat rate of 20% regarding the reinvestment in the FCPE as dividends upon the distribution of such dividends or upon the sale of such reinvested FCPE units, with the possibility that certain tax offices may apply progressive rates of up to 45% as your salary and bonus income. Your employer will withhold such taxes in accordance with PRC tax laws.

You will not be subject to social security charges in regards to the dividends.

Please note that certain tax authorities believe the tax applied to the reinvested dividend distributed by the FCPE shall be withheld by the employer upon the distribution of dividend.

### *Upon redemption*

The difference between the proceeds from redemption of the FCPE units and the market value of the shares on the date of your subscription (i.e. the date on which you obtain the FCPE units registered in your name) would be subject to taxation at a fixed rate of 20% as your income from assets transfer, with the possibility that certain tax offices may apply progressive rates of up to 45% as your salary and bonus income. The applicable tax amount will be withheld by your employer.

You will not be subject to social security charges in China at the moment of redemption of your FCPE units.

## OTHER

### *Reporting obligations*

Your local employer may file the offering and relevant documents with the tax authorities and withhold relevant tax for you in accordance with relevant PRC tax laws, however, please note that such actions of your local employer can not exempt you from obligations to file and report your income with the relevant tax authority if you have such obligations according to the relevant tax rules. Under the current tax rules, you may have reporting obligation under the following circumstances: (i) if you obtain consolidated income and need to make final settlement; (ii) if you obtain taxable income but there is no withholding agent; (iii) if you obtain taxable income but the withholding agent does not withhold your tax; (iv) if you obtain overseas income; (v) if you deregister your household registration in China for emigrating overseas; (vi) if you are a non-PRC resident but obtain wages and salaries from more than two places in the PRC; or (vii) other circumstances which are required by the State Council.

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