

## **SAINT-GOBAIN GROUP EMPLOYEE SHARE OFFERING COUNTRY SUPPLEMENT FOR SAUDI ARABIA**

*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 Saint-Gobain Board of Directors expected to take place on November 28th, 2024. 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 (8,992,952), 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, 2025 through 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 March 10, 2025 and last until March 24, 2025 (inclusive). In order to participate in the offering, you would need to subscribe by March 24, 2025.

#### ***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 preceding the date of the decision to determine the price, expected to take place on March 07, 2025.

Payment will be requested in SAR.

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 SAR. As a result, if the value of the euro strengthens relative to the SAR, the value of the shares expressed in SAR will increase. On the other hand, if the value of the euro weakens relative to the SAR, the value of the shares expressed in the SAR will decrease.

### ***Employer's contribution***

No matching contribution will be offered in Saudi Arabia.

### ***Your investment is capped***

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

### ***Method of payment***

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

1. Cash payment via bank transfer to the account designated by your employer no later than [April 30, 2025]; or
2. Salary deductions over [8] months, starting in [May 2025]; or
3. A combination of (1) and (2).

### ***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. Where a child is born or a child arrives at the home in view of being adopted, provided the employee's household is already financially responsible for at least two children;
3. In the event of divorce or separation, 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 or spouse or children
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; and
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, partner, civil partner, or his/her former spouse, partner or civil partner.
10. Use of proceeds for energy-efficiency renovation work on the principal residence;
11. The purchase 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, disability, domestic violence committed against you or termination of the employment contract (in which case, the request may be made at any time). For further information, please contact your human resource office.

### ***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. Prior to the end of the lock-up period, you will be informed of the availability of your investment. At that time you may request the redemption of your investment (in cash or Saint-Gobain shares) or you may continue to hold your shares through the FCPE, after which you will be free to redeem your investments at any time.

**Tax Information for Employees**  
**Resident in Saudi Arabia<sup>1</sup>**

*The following summary sets forth general principles that are expected to apply to employees who (i) are resident in Saudi Arabia for the purposes of the tax laws of Saudi Arabia and the tax treaty between France and Saudi Arabia for the avoidance of double taxation dated 18 February 1982, as amended (the “**Treaty**”) 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. 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 Treaty, Saudi Arabia and French tax law 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 Saudi Arabia**

***Upon subscription***

No taxation upon subscription.

***Dividends***

The dividends are not subject to taxation.

***Upon redemption***

There is no taxation upon redemption.

**OTHER**

***Reporting obligations***

There are no reporting obligations.

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