



## TERMS AND CONDITIONS INTERNATIONAL (FCPE)

I have been invited by Renault S.A. ("**Renault**") to participate in an offer to acquire Renault Group shares (the "**Offer**"). By participating in the Offer, I hereby state that I have read the terms and conditions below and I accept to be bound by them.

I hereby state that I have read the documents relating to the Offer and in particular, the Country Supplement, the Information Brochure, the regulations and the Key Information Documents ("**KID**") of the FCPE "Renault International Relais 2024" and of the sub-fund "Share Original" of the FCPE "Renault International" in which the FCPE "Renault International Relais 2024" will merge shortly after the completion of the Offer, subject to the approval of the French Securities Authority (*l'Autorité des Marchés Financiers* or the "**AMF**") and to the decision of the Supervisory Board of the FCPE "Renault International Relais 2024", as well as the rules of the group savings plan of the Renault Group, of the DIAC Group or of the Renault Retail Group applicable within my company (*Plan d'Epargne Groupe* or "**PEG**").

### Eligibility

I hereby state I am eligible to participate in the Offer as on the last day of the acquisition period (scheduled on October 2, 2024), I meet one of the following conditions:

- (i) I am an employee of a company participating to the PEG of the Renault Group, the DIAC Group, or the Renault Retail Group with a length of service of at least three months, on a continued basis or not, since January 1<sup>st</sup>, 2022; or
- (ii) I am a corporate officer of a company participating to the PEG of the Renault Group, the DIAC Group, or the Renault Retail Group, with a headcount of at least one (1) and less than two hundred and fifty (250) employees.

I duly note that the acquisition of the FCPE's units is not open to *Restricted Persons* in the United States of America, such as defined by the Securities Acts, 1993. Additional information and persons considered *Restricted Persons* regarding this restriction is provided in the regulations of the FCPE "Renault International Relais 2024". Consequently, I hereby state that I am not a *Restricted Person*.

I duly note that pursuant to provisions of Regulation (EC) n°833/2014 and Regulation (EC) n°765/2006, as amended, the offer is not made to Russian nationals and persons residing in Russia, nor to Belarussian nationals and persons residing in Belarus, except (i) in case of Russian nationals, if those persons are nationals of a EU Member State, of a country member of the European Economic Area or Switzerland, or have a temporary or permanent residence permit in a EU Member State, a country member of the European Economic Area or in Switzerland and (ii) in case of Belarussian nationals, if those persons are nationals of a EU Member State or have a temporary or permanent residence permit in a EU Member State. Consequently, I hereby confirm that this restriction does not apply to me.

### Free Shares

Considering I am eligible to participate in the Offer, and whether or not I decide to make an investment in the Offer, I will receive a unilateral contribution from Renault, for an amount equivalent to seven (7) Renault shares within the framework of the Offer, in accordance with provisions of article L. 3332-11 of the French Labor Code (*Code du Travail*) (the "**Free Shares**").

I duly note that Free Shares might be subject to taxes and social security charges and that said taxes and social security charges might be withheld from my salary by my employer (unless I have separately agreed with my employer to sell some of my Free Shares to satisfy such taxes and social security charges), in accordance with applicable local legislation.

Information on applicable taxation is further detailed in the Country Supplement.

I duly note that any costs relating to my assets held in the FCPE "Renaulution International Relais 2024" and then in the sub-fund "Share Original" of the FCPE "Renault International" can only be deducted from my assets held in the FCPE and cannot be deducted from my salary.

**If I do not wish to benefit from Free Shares and become a unitholder of the FCPE "Renaulution International Relais 2024" and, afterwards, of the sub-fund "Share Original" of the FCPE "Renault International", I have the possibility to waive this advantage on the website [www.renaultionshareplan.renaultgroup.com](http://www.renaultionshareplan.renaultgroup.com) from September 18, 2024 to October 2 (inclusive), 2024. If I do not waive my right to Free Shares by October 2, 2024, at the latest, I will be deemed to have accepted Free Shares and all the conditions applicable to their grant.**

I duly note that if I acquire additional Renault shares with my Personal Contribution (as defined below), I will be deemed to have accepted Free Shares and any waiving of this advantage expressed on the website will not be taken into consideration.

#### **Acquisition of Renault shares and Matching Shares**

I have the possibility to indirectly acquire additional Renault shares by making a voluntary and personal payment into the PEG within the framework of the Offer (the "**Personal Contribution**") from September 18 to October 2 (inclusive), 2024, by logging on the website [www.renaultionshareplan.renaultgroup.com](http://www.renaultionshareplan.renaultgroup.com).

Renault shares will be held through the FCPE "Renaulution International Relais 2024", which will be immediately absorbed by the sub-fund "Share Original" of the FCPE "Renault International" (subject to the approval of the AMF and to the decision of the Supervisory Board of the FCPE "Renaulution International Relais 2024").

- **Acquisition Price**

The acquisition price of a Renault share within the framework of the Offer will correspond to the average of the daily volume-weighted average price of the Renault share during the twenty (20) trading days preceding the date of fixation of the opening of the acquisition period by the Board of Directors (or by the Chief Executive Officer (*Directeur Général*) of Renault, acting upon delegation of the Board of Directors) (the "**Reference Price**"), reduced by a discount of thirty percent (30%) and rounded up to the nearest hundredth of euro (the "**Acquisition Price**").

I will be informed of the Acquisition Price as from September 3, 2024.

- **Exchange rate**

My investment in the Offer is made in euro. Consequently, if I participate in the Offer in a country where the currency is different from euro, the amount of my payment in local currency will be converted using the exchange rate set by Renault S.A. on the date the Acquisition Price is determined and corresponding to the exchange rate of the last day of record of the Reference Price.

My investment can be affected (positively or negatively) by fluctuations in the currency exchange rate between the euro and the local currency. The value of my investment in local currency will depend on the exchange rate on the day of exit from the Offer.

As a result, if the euro has strengthened against my local currency, I will see a positive impact on the value of my investment because of the exchange rate, regardless of changes in the Renault share price. On the other hand, if the euro has weakened against my local currency, I will see a potential negative impact because of the exchange rate.

- ***Matching Shares***

The acquisition of Renault shares by Personal Contribution entitles me to a matching contribution from Renault, corresponding to (i) 300% of the amount of my Personal Contribution and aimed at the acquisition of additional Renault S.A. shares at a discounted price within the framework the Offer, within the limit of an amount corresponding to the value of six (6) Renault S.A. shares, and above this amount, (ii) 100% of the amount of my Personal Contribution, within the limit of one (1) share (the "**Matching Shares**"). Consequently, Matching Shares will not exceed an amount corresponding to the value of seven (7) Renault S.A. shares.

I duly note that Matching Shares might be subject to taxes and social security charges and that said taxes and social security charges might be withheld from my salary by my employer, in accordance with applicable local legislation.

Information on applicable taxation is detailed in the Country Supplement.

- ***Payment methods***

I hereby state that I have read the detailed payment methods and process available on the website [www.renaultionshareplan.renaultgroup.com](http://www.renaultionshareplan.renaultgroup.com) and that my Personal Contribution shall be paid in accordance with the payment method(s) available in my country as well as the applicable local legislations.

I note that my participation in the Offer will be cancelled in the event of default of payment (partial or total), regardless of the method of payment chosen for my Personal Contribution.

If, for practical reasons, my participation in the Offer could not be cancelled before the completion of the Offer, I acknowledge and agree that Renault, or my employer acting on its behalf, may proceed without prior notice or formal notice, to the redemption of all of my FCPE units acquired under the Offer. The proceeds of this redemption will be used in whole or in part to reimburse my default of payment corresponding to the amount of my Personal Contribution. In this case, I would receive, if necessary, only the balance of the redemption proceeds corresponding to my Personal Contribution actually paid. If, however, the proceeds of the sale are insufficient to cover due amounts, I will remain liable to Renault for the corresponding amount. Renault and my employer acting on its behalf reserve the right to initiate any action against me to recover the unpaid amounts and/or to deduct them from my salary in compliance with the applicable legislation.

- ***Minimum and maximum investment amounts***

The minimum amount of my Personal Contribution within the framework of the Offer is fifteen (15) euros or, as the case may be, the equivalent amount in my local currency.

The total amount of my Personal Contribution within the framework of the Offer may not exceed (i) one quarter of my estimated gross annual remuneration for 2024 if I am an employee, or (ii) one quarter of my professional income subject to income tax if I am a corporate officer, or (iii) eleven thousand five hundred and ninety-two euros (€11,592) (in 2024) or, as the case may be, the equivalent amount in local currency, if I have not perceived any remuneration in 2024.

The amounts of Free Shares and Matching Shares shall not be included in this ceiling.

**Tax and social security consequences of my investment**

I acknowledge that I am aware of the tax and social security consequences that may apply as a result of my participation in the Offer and I undertake full responsibility for these tax and social security consequences.

In particular, I acknowledge that I am liable to my employer for any sums that my employer may have to advance on my behalf in respect of tax and/or social security contributions. Where necessary, my employer may withhold these sums from my salary or from any other amount owed to me, in accordance with applicable legislation.

Detailed information on the tax and social security aspects of the Offer is provided in the Country Supplement.

**Reduction in case of oversubscription**

The number of Renault S.A. shares that could be delivered to eligible beneficiaries within the framework of the Offer, including those corresponding to Free Shares and Matching Shares, is capped at 5,914,445 shares and any other ceiling in shares and/or in euros that may be set by the Chief Executive Officer of the company acting upon delegation from the Board of Directors (the "**Ceilings**"). In the event that the number of actions requested by eligible beneficiaries during the acquisition period exceeds at least one of the two Ceilings, a reduction of the participation request will be made to reach the exceeded Ceiling(s), in accordance with the following methods:

- If the number of shares to be granted to serve net Free Shares is greater than the Ceiling, the number of shares corresponding to Personal Contributions and, correspondingly, the shares resulting from Matching Shares, would be reduced to zero (0).

A reduction in the number of shares to be served for net Free Shares would then be implemented as follows: the number of shares corresponding to net Free Shares will be fully allocated to eligible beneficiaries up to a number of shares equal to the total number of shares offered from net Free Shares divided by the number of beneficiaries eligible to Free Shares (the "**Grant Average**"). This Grant Average will be rounded down to the next number of shares only for beneficiaries of the Offer in countries where shares are held directly. Beneficiaries eligible for a number of shares from net Free Shares exceeding the Grant Average will be allocated a number of shares proportional to the amount of their net Free Shares, depending on shares remaining to be granted to reach the Ceiling.

- If the number of shares to be granted to serve net Free Shares is inferior to the Ceiling, shares corresponding to net Free Shares will be allocated to eligible beneficiaries in totality.

A reduction would then be applied to shares indirectly requested by Personal Contribution and, correspondingly, to shares resulting from Matching Shares. Thus, indirect acquisition requests will be fully served up to a number of shares equal to the quotient of the total number of shares offered under the Offer, previously reduced by the number of shares fully allocated from net Free Shares, by the number of eligible beneficiaries who have made a Personal Contribution in the Offer (the "**Subscription Average**"). This Subscription Average will be rounded down to the next number of shares only for beneficiaries of the Offer in countries where shares are held directly. Requests from eligible beneficiaries by Personal Contribution exceeding the Subscription Average will then be served in proportion to the number of shares they have been indirectly requested, depending on shares remaining to be allocated to reach the Ceiling, once shares from Free Shares have been fully granted.

If various payment methods are offered to me for payment of my Personal Contribution, the reduction would be first applied against payment via potential wire transfer or direct bank debit, then on payment

via payroll deductions. The amount effectively paid will correspond to the amount after applying the reduction.

#### **Lock-up period**

The FCPE units that I hold will be subject to a lock-up period expiring on June 30, 2029, except in case of early release in the manner indicated on the website [www.renaultionshareplan.renaultgroup.com](http://www.renaultionshareplan.renaultgroup.com).

By participating to this Offer, I accept and subscribe to electronic convening with respect to Renault shares I hold indirectly through the FCPE. This means that I accept to receive convening notices to shareholders' meetings and relevant documents for shareholders of Renault on my e-mail address indicated on the Offer's website. If I so wish, I can also opt for postal delivery of this documentation.

#### **Warning related to investment in listed shares**

Renault shares are listed on Euronext Paris.

My investment in the Offer will follow the upward and downward performance of the Renault share. Therefore, I am at risk on the full amount of my investment, which is not guaranteed in the event of a decrease of the share price.

Given the concentration of risks on the securities of one single company within the portfolio of the FCPE "Renaulution International Relais 2024" and the sub-fund "Share Original" of the FCPE "Renault International" in which the "Renaulution International Relais 2024" FCPE will be merged, subject to the approval of the AMF and the agreement of the Supervisory Board of the FCPE "Renaulution International Relais 2024", the AMF recommends that participants assess the need for each of them to diversify the risks of all their financial savings.

#### **Specific documentation**

Within the framework of French regulatory provisions provided for prevention against money laundering and terrorist financing, I undertake to provide BNP Paribas E&RE with the documents and evidence specified below:

If my Personal Contribution made in the Offer is:

- superior to €15,000, I undertake to provide:
  - the BNP Paribas E&RE certificate (which can be downloaded directly from the subscription website), duly completed, dated and signed; and
  - a valid proof of identity with a photograph.
- superior to €60,000, I undertake to provide:
  - elements abovementioned; and
  - a proof of the origin of funds (tax assessment, property sale, inheritance...).

I undertake to provide these elements during the acquisition period, and at the latest before October 4, 2024.

All elements must be sent directly to BNP Paribas E&RE at the following email address: [control.bnpparibas@s2e-net.com](mailto:control.bnpparibas@s2e-net.com).

If necessary, BNP Paribas E&RE will have the right to request other supporting documents.

I acknowledge that in the event of non-reception of these documents or information requested within aforementioned deadlines, or irrelevance of supporting documents with regard to amounts paid, my participation in the Offer by Personal Contribution will not be taken into account.

**Data protection**

Please refer to the dedicated section on data protection set forth in the Country Supplement of your country.

**Joint Tax Election under section 431 ITEPA - UK Participants only**

**The following term only applies to participants in the United Kingdom.**

**Joint Election under s431 ITEPA 2003 for full or partial disapplication of Chapter 2 Income Tax (Earnings and Pensions) Act 2003**

**Participation in the Offer and the acceptance and acquisition by you of Free Shares, and Renault Shares acquired by you (or on your behalf) using your Personal Contribution and Matching Shares is conditional upon you agreeing to be bound by and entering into a Joint Election under section 431 ITEPA 2003**

The following is Part A of a Two-part Joint Tax Election under section 431 ITEPA 2003. Part B of the Joint Election will be completed separately by your employer in respect of all Free Shares, Renault shares acquired using your Personal Contribution and Matching Shares.

**Part A - To be completed by the Employee**

I (the "**Employee**") hereby enter into this Joint Election under section 431 ITEPA 2003 together with my Employer which is listed in the table of UK employing companies below.

I understand and agree that my Employer will enter into this Joint Election by completing a separate Part B and I agree to provide any additional information to my Employer (including my National Insurance number) and appoint my Employer as my agent to do all things necessary (including completion of any outstanding information) to ensure that this Joint Election is validly entered into.

*UK employing companies*

<b>Name of UK employing companies</b>	<b>Employing company registration no.</b>
Renault UK Ltd	00082932
Sodicam UK Ltd	02215179
RCI Financial Services Ltd	03302462
RCI Bank UK Ltd	11429127
Renault Retail Group UK Ltd	02304689
Mobilize Lease & Co.	14879220

**2. Purpose of Election**

This joint election is made pursuant to section 431(1) or 431(2) Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and applies where employment-related securities, which are restricted securities by reason of section 423 ITEPA, are acquired.

The effect of an election under section 431(1) is that, for the relevant Income Tax and NIC purposes, the employment-related securities and their market value will be treated as if they were not restricted securities and that sections 425 to 430 ITEPA do not apply. An election under section 431(2) will ignore one or more of the restrictions in computing the charge on acquisition. Additional Income Tax will be payable (with PAYE and NIC where the securities are Readily Convertible Assets).

**Should the value of the securities fall following the acquisition, it is possible that Income Tax/NIC that would have arisen because of any future chargeable event (in the absence of an election) would have been less than the Income Tax/NIC due by reason of this election. Should this be the case, there is no Income Tax/NIC relief available under Part 7 of ITEPA 2003; nor is it available if the securities acquired are subsequently transferred, forfeited or revert to the original owner.**

**3. Application**

This joint election is made not later than 14 days after the date of acquisition of the securities by the employee and applies to:

Number of securities	Such number of Renault shares, free shares and matching shares corresponding to any units of the FCPE "Renaulution International Relais 2024" to be acquired by the Employee after 2 October 2024 pursuant to the employee share offering communicated as from 3 September 2024.
Description of securities	Ordinary shares in the capital of Renault S A
Name of issuer of securities	RENAULT S.A.
* to be acquired by the Employee	<b>after 2 October 2024 under the terms of the Renaulution Share Plan 2024</b>

**4. Extent of Application**

This election disappplies S.431(1) ITEPA: All restrictions attaching to the securities.

**5. Declaration**

This election will become irrevocable upon the later of its signing (which, in respect of Free Shares shall be deemed to have occurred when the Free Shares are accepted by the Employee, and in respect of Renault shares acquired by (or on behalf of) the Employee using their Personal Contribution and Matching Shares, shall occur when the Employee accepts the terms and conditions of the Offer including this joint election under section 431 ITEPA 2003 via the website [www.renaulutionshareplan.renaultgroup.com](http://www.renaulutionshareplan.renaultgroup.com)) or the acquisition (and each subsequent acquisition) of employment-related securities to which this election applies.

By accepting Free Shares and agreeing to be bound by the terms and conditions applicable to the Offer, I agree to be bound by the terms and condition of this joint election as stated above.