

2020 grant to the Chief Executive Officer

During its meeting held on October 22, 2020, the Faurecia Board of Directors decided¹, upon proposal of the Compensation Committee, to grant a maximum of 1,384,630 performance shares to the members of the Group Leadership Committee, including a maximum of 61,140 performance shares to the Chief Executive Officer (it being specified that should the target objectives be achieved, the number of shares to be transferred will be 47,030).

The performance shares are entirely subject to internal and external performance conditions. The performance conditions applicable to the 2020 grant are as follows:

- for 60% of the allotment, an internal performance condition related to the Group net income after tax (excluding exceptional tax credits) in the fiscal year ended on December 31, 2022, before taking into account the capital gains from asset disposals and the changes in scope of consolidation, as decided by the Board of Directors ("**2022 Net Income**"), assessed against the same income anticipated for the same fiscal year by the Group's strategic plan ("**SP Net Income**");
- for 10% of the allotment, an internal performance condition related to corporate social responsibility concerning the gender diversity (% of women) within the Group "managers and professionals" category as at December 31, 2022 assessed against the objectives set by the Board of Directors;
- for 30 % of the allotment, an external performance condition related to Faurecia's growth in net earnings per share measured between the 2019 and 2022 fiscal years ("**Faurecia EPS**") and compared with the weighted growth of a reference group made up of twelve comparable international automotive suppliers² over the same period ("**Benchmark EPS**").

A summary table presenting the performance conditions, their weighting and objectives set is included in [Schedule 1](#).

A presence condition (subject to standard exceptions) applies to all beneficiaries. The vesting is completed after a four-year vesting period, it being stipulated that no holding period is provided by the plan.

The Chief Executive Officer must retain 30% of the vested shares under the plan until the end of his corporate office. This percentage threshold obligation for each plan ceases to apply once the Chief Executive Officer owns the number of shares that corresponds to three years gross base compensation, factoring in all the plans already vested. A similar obligation applies to the members of the Executive Committee (others than the Chief Executive Officer), it being specified that the retention percentage threshold is set at 20% and this obligation ceases to apply once the number of shares owned corresponds to one year gross base compensation.

¹ Allotment decided pursuant to the 23rd resolution of the Combined Shareholders Meeting held on June 26, 2020.

² The peer group is made up of the following European and North American suppliers: Adient (Ireland/USA), Aptiv (ex Delphi) (USA), Autoliv (Sweden), Autoneum (Switzerland), Borg Warner (USA), Continental (Germany), Hella (United Kingdom), Lear (USA), Magna (Canada), Plastic Omnium (France), Tenneco (USA), Valeo (France).

Schedule 1
Summary table

Type of condition	Description	Weighting	Objectives
Internal	2022 Net Income, assessed against SP Net Income.	60%	<u>Min.:</u> 2022 Net Income = 90% of SP Net Income target; <u>Target:</u> 2022 Net Income = SP Net Income target; <u>Max.:</u> 2022 Net Income \geq 110% of SP Net Income target.
Internal (CSR)	Gender diversity (% of women) in the "Managers and Professionals" category within the Group as at December 31, 2022 assessed against the objectives set by the Board of Directors	10%	<u>Min.:</u> -1 point; <u>Target:</u> 100% of the objective; <u>Max.:</u> \geq +2 points.
External	Faurecia EPS, assessed against Benchmark EPS.	30%	<u>Benchmark EPS \leq -20% (therefore negative)</u> Min.: Faurecia EPS = 125% Benchmark EPS; Target: Faurecia EPS = Benchmark EPS; Max.: Faurecia EPS \geq 75% Benchmark EPS. <u>-20% < Benchmark EPS < +20%</u> Min.: Faurecia EPS = Benchmark EPS -5%; Target: Faurecia EPS = Benchmark EPS; Max.: Faurecia EPS \geq Benchmark EPS +5%. <u>Benchmark EPS \geq +20%</u> Min.: Faurecia EPS = 75% Benchmark EPS; Target: Faurecia EPS = Benchmark EPS; Max.: Faurecia EPS \geq 125% Benchmark EPS.