

## **2019 grant to the Chief Executive Officer**

During its meeting held on October 9, 2019, the Faurecia Board of Directors decided<sup>1</sup>, upon proposal of the Compensation Committee, to grant a maximum of 1,147,260 performance shares to the members of the Group Leadership Committee, including a maximum of 56,220 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 43,250).

The performance shares are entirely subject to internal and external performance conditions. The performance conditions applicable to the 2019 grant are as follows:

- for 60% of the allotment, an internal performance condition relating to the Group net income after tax (excluding exceptional tax credits) in the fiscal year ended on December 31, 2021, before taking into account the capital gains from asset disposals and change in scope of consolidation, as decided by the Board of Directors ("**2021 Net Income**"), assessed against the same income anticipated for the same fiscal year by the Group's medium-term plan reviewed by the Board of Directors on the date of the share grant ("**MTP Net Income**");
- for 10% of the allotment, an internal performance condition relating to corporate social responsibility concerning the gender mix (% of women) within the Group "managing and professionals" category as at December 31, 2021;
- for 30 % of the allotment, an external performance condition relating to Faurecia's growth in net earnings per share measured between the 2018 and 2021 fiscal years ("**Faurecia EPS**") and compared with the weighted growth of a reference group made up of twelve comparable international automotive suppliers<sup>2</sup> over the same period ("**Benchmark EPS**").

The objectives of internal and external performance conditions described above are set out in Schedule 1.

A four-year presence condition for the definitive allocation, which is the same for all the beneficiaries, also applies (with exceptions), it being specified that the plan does not provide any holding period.

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.

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<sup>1</sup> Allotment decided pursuant to the 23<sup>rd</sup> resolution of the Combined Shareholders Meeting held on 28 May 2019.

<sup>2</sup> 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

### Objectives of internal and external performance conditions

- Internal performance condition relating to the level of net income after tax
  - Minimum: 2021 Net Income = 90% of MTP Net Income;
  - Target: 2021 Net Income = MTP Net Income;
  - Maximum: 2021 Net Income  $\geq$  110% of MTP Net Income.
  
- Internal performance condition relating to CSR gender
  - Minimum: -1 point;
  - Target: 100% of the objective;
  - Maximum:  $\geq$  + 2 points.
  
- External performance condition relating to Faurecia EPS
  1. Benchmark EPS  $\leq$  - 20% (therefore negative)
    - Minimum: Faurecia EPS growth = 125% of Benchmark EPS;
    - Target: Faurecia EPS = Benchmark EPS;
    - Maximum: Faurecia EPS  $\geq$  75% of Benchmark EPS.
  
  2. 20 % < Benchmark EPS < +20 %
    - Minimum: Faurecia EPS = Benchmark EPS – 5 points;
    - Target: Faurecia EPS = Benchmark EPS;
    - Maximum: Faurecia EPS  $\geq$  Benchmark EPS + 5 points.
  
  3. Benchmark EPS  $\geq$  + 20 %
    - Minimum: Faurecia EPS = 75% of Benchmark EPS;
    - Target: Faurecia EPS = Benchmark EPS;
    - Maximum: Faurecia EPS  $\geq$  125 % of Benchmark EPS.