

Publication of a related-party agreement in accordance with article L. 22-10-13 of the French Commercial Code and article 26.5.2 of the AFEP-MEDEF Code

Settlement agreement between Mr. Bertrand Finet and Peugeot Invest

Purpose: The settlement agreement sets out the terms and conditions for the termination of Mr. Bertrand Finet's duties as Chief Executive Officer, which the Board of Directors decided on 8 March 2024. Mr. Bertrand Finet has agreed that his duties will end on the date of appointment of his successor and at the latest on 31 July 2024.

Terms and conditions: The settlement agreement was authorized by the Board of Directors on 8 March 2024 and executed on the same day. The financial commitments made by Peugeot Invest remain subject to their approval by the annual general meeting of the shareholders of Peugeot Invest which will be convened to approve the financial statements for the 2023 or 2024 financial year, as applicable, under the *ex ante* or *ex post* say-on-pay procedures.

Financial conditions:

1. Fixed portion of the remuneration for 2024: Mr. Bertrand Finet will receive his annual fixed remuneration of €720,000, adjusted *pro rata temporis* until the date of effective termination of his duties.

2. Variable portion of the remuneration for 2023: Mr. Bertrand Finet will receive in 2024 his annual variable remuneration in accordance with the criteria set out in the 2023 remuneration policy, in the following amounts:

- Quantifiable criteria (65% of the variable): €70,200;
- Qualitative criteria (35% of the variable): €209,286.

The 2023 annual variable gross remuneration will therefore amount to €279,486, corresponding to a fulfilment rate of the criteria of 38.82%.

3. Variable portion of the remuneration for 2024: Mr. Bertrand Finet will receive in 2025 his 2024 annual variable remuneration calculated *pro rata temporis* until the date of effective termination of his duties in accordance with the criteria set out in the 2024 remuneration policy. The quantifiable and qualitative criteria will be split 65%/35%. The qualitative criteria, adapted to Mr. Bertrand Finet's situation, will depend on the success of the transition with the existing teams and his successor and the follow-up of ongoing projects.

4. Non-vested long-term performance share plan: In consideration of Mr. Bertrand Finet's undertaking to continue as Chief Executive Officer of Peugeot Invest until the appointment of his successor and until 31 July 2024 at the latest, the condition of continuing service applicable to the long-term performance share plans dated 21 March 2022 and 21 March 2023, has been fully waived, it being specified that the performance conditions remain applicable. As a result, Mr. Bertrand Finet will retain the benefit of a maximum of:

- 10,340 performance shares not yet vested under the plan dated 21 March 2022;
- 11,632 performance shares not yet vested under the plan dated 21 March 2023.

Furthermore, in compliance with the plan dated 24 March 2021, Mr. Bertrand Finet will retain the benefit of a maximum of 9,963 performance shares allocated under this plan.

No long-term remuneration is awarded to Mr. Bertrand Finet for 2024.

5. Severance pay: In compliance with the 2023 remuneration policy, Mr. Bertrand Finet will receive, depending on the rate of fulfilment of the qualitative and quantifiable performance criteria conditioning the payment of his annual variable remuneration over the last two financial years, a termination benefit amounting to a maximum of two years of fixed and variable remuneration.

The calculation basis for this indemnity represents two years of fixed and target variable remuneration for the 2023 financial year, i.e. €2,880,000, times the average achievement rate of the target variable remuneration for the 2022 and 2023 financial years (29.60% for 2022 and 38.82% for 2023), i.e. a gross severance pay of €985,212. It will be paid subject to the approval under the *ex post* say-on-pay process by the general meeting convened to approve the 2023 financial statements.





6. Benefits in kind: Mr. Bertrand Finet will continue to be eligible, until the date of his effective departure, from the benefits in kind in accordance with the current remuneration policy.

7. Non-compete indemnity: not applicable.

8. Mr. Bertrand Finet will continue to act as Peugeot Invest Assets' permanent representative as director of Spie S.A. pursuant to a mission letter.

9. The settlement agreement contains reciprocal concessions, mutual undertakings of confidentiality and non-disparagement and customary guarantees of legal protection in such cases.

In accordance with article R. 22-10-17 of the French Commercial Code, the ratio between the amount of the financial commitments made in the settlement agreement (€985,212) and the annual profit recorded in the latest company financial statements, i.e. €191,815,151, is 0,51%.

Related party: Mr. Bertrand Finet, CEO of Peugeot Invest.

Reasons for Peugeot Invest to enter into this agreement: the conclusion of this settlement agreement is in the interests of Peugeot Invest, in particular in that it secures the continuation of service of its Chief Executive Officer until the appointment of his successor and until 31 July 2024 at the latest.

