IMPORTANT NOTICE

THIS OFFERING IS AVAILABLE ONLY TO NON-U.S. PERSONS LOCATED OUTSIDE OF THE UNITED STATES.

IMPORTANT: You must read the following before continuing. The following applies to the preliminary offering circular (the "**Preliminary Offering Circular**") following this page and you are therefore advised to read this page carefully before reading, accessing or making any other use of the Preliminary Offering Circular. In accessing the Preliminary Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from FORVIA S.E. (the "**Issuer**" or "**FORVIA**"), Crédit Agricole Corporate and Investment Bank, MUFG Securities (Europe) N.V., BofA Securities Europe SA, Banco Santander, S.A., Crédit Industriel et Commercial S.A., Intesa Sanpaolo S.p.A., Natixis, Banco de Sabadell, S.A., Bank of China (Europe) S.A. and Bankinter, S.A. (together, the "**Initial Purchasers**"), as a result of such access.

IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS MESSAGE, PLEASE DO NOT DISTRIBUTE OR COPY THE INFORMATION CONTAINED IN THIS EMAIL, BUT INSTEAD DELETE AND DESTROY ALL COPIES OF THIS EMAIL.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION, AND THE SECURITIES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OTHER THAN PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

THE ATTACHED PRELIMINARY OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED IN THE ATTACHED DOCUMENT.

This Preliminary Offering Circular is not a prospectus for the purposes of the European Union Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**"). The following Preliminary Offering Circular has been prepared on the basis that any offer of securities in any Member State of the European Economic Area ("**EEA**") will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of securities.

This Preliminary Offering Circular is not a prospectus for the purposes of the Prospectus Regulation as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**"). The following Preliminary Offering Circular has been prepared on the basis that any offer of securities in the United Kingdom will be made pursuant to an exemption under the UK Prospectus Regulation from the requirement to publish a prospectus for offers of securities.

Confirmation of your representation: In order to be eligible to view the attached Preliminary Offering Circular or make an investment decision with respect to the securities being offered, prospective investors must be located outside the United States. This Preliminary Offering Circular is being sent to you at your request, and by accessing this Preliminary Offering Circular you shall be deemed to have represented to the Issuer and the Initial Purchasers that (1) you are purchasing the securities being offered solely outside the United States to persons who are not U.S. Persons (as defined in Regulation S under the Securities Act) in reliance on Regulation S and the electronic mail address that you gave us and to which this e mail has been delivered is not located in the United States, its territories and possessions, any State of the United States or the District of Columbia and (2) you consent to delivery of such Preliminary Offering Circular by electronic transmission.

You are reminded that this Preliminary Offering Circular has been delivered to you on the basis that you are a person into whose possession this Preliminary Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this Preliminary Offering Circular (or any copy of it or part thereof) to any other person.

The materials relating to this offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer, and the Initial Purchasers or any affiliate of the Initial Purchasers is a licensed broker or dealer in the relevant jurisdiction, the offering shall be deemed to be made by the Initial Purchasers or such affiliate on behalf of the Issuer (as defined in the Preliminary Offering Circular) in such jurisdiction.

This communication is directed solely at (i) persons located outside the United Kingdom, (ii) persons with professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"), (iii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order and (iv) persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 ("**FSMA**")) in connection with the issue or sale of any securities of the Issuer or any member of its group may otherwise lawfully be communicated or caused to be communicated (all such persons in (i) – (iv) above being "**relevant persons**"). Any investment activity to which this communication relates will only be available to and will only be engaged with relevant persons. Any person who is not a relevant person should not act or rely on this communication.

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

The Notes are not intended to be offered, sold or otherwise made available to and should not be made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in the Prospectus Regulation as it forms part of domestic law in the UK by virtue of the EUWA (the "**UK Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

The Notes are intended to be offered or sold, and will only be offered or sold, directly or indirectly, in France pursuant to an exemption under Article L. 411-2 1° of the French *Code monétaire et financier*.

The attached Preliminary Offering Circular has been sent to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer, the Initial Purchasers or any person who controls them or any director, officer, employee or agent of them or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Preliminary Offering Circular distributed to you in electronic format and the hard copy version available to you on request from an Initial Purchaser.

The information in this Preliminary Offering Circular is not complete and may be changed. This Preliminary Offering Circular is not an offer to sell the securities mentioned herein and is not soliciting an offer to buy such securities in any jurisdiction where such offer or sale is not permitted. Investors should not subscribe for any Notes except on the basis of the information in the Final Offering Circular.

SUBJECT TO COMPLETION, DATED 28 FEBRUARY 2024

PRELIMINARY OFFERING CIRCULAR

CONFIDENTIAL
NOT FOR GENERAL DISTRIBUTION
IN THE UNITED STATES

FORVIA S.E.

(incorporated under the laws of France as a société européenne (societas europaea), i.e., a limited liability company)

€800,000,000 % Senior Notes
(comprised of € % Senior Notes due 2029 and € % Senior Notes due 2031)

FORVIA S.E. (the "**Issuer**" or "**FORVIA**") is offering (the "**Offering**") € of its % Senior Notes due 2029 (the "**2029 Notes**") and € of its % Senior Notes due 2031 (the "**2031 Notes**" and, together with the 2029 Notes, the "**Notes**"). The Issuer will pay interest on the Notes semi-annually in arrear on 15 June and 15 December of each year, commencing on 15 June 2024. The 2029 Notes will mature on 15 June 2029. The 2031 Notes will mature on 15 June 2031.

The Notes will be senior unsecured obligations of the Issuer. The Notes will rank equally with all of the Issuer's existing and future unsecured senior debt and senior to all its existing and future subordinated debt. The Notes will be effectively subordinated to all secured indebtedness, if any, of the Issuer to the extent of the value of the assets securing such indebtedness, if any. The Notes will not be guaranteed by the Issuer's subsidiaries and therefore also will be structurally junior to all debt of the Issuer's subsidiaries.

The proceeds of the Notes will be used to (i) fund the repurchase of the Issuer's 2.625% Senior Notes due 2025 (the "**2025 Notes**") and the Issuer's 7.250% Sustainability-Linked Notes due 2026 (the "**2026 Sustainability-Linked Notes**") accepted for purchase in the Tender Offers (as defined below), (ii) pay fees and expenses incurred in connection with the Tender Offers, including net premiums and accrued and unpaid interest on the 2025 Notes and the 2026 Sustainability-Linked Notes, and the offering of the Notes, and (iii) to repay certain outstanding indebtedness of the Issuer or any of its subsidiaries. See "*Use of Proceeds*".

The Issuer may redeem, in whole or in part, the 2029 Notes or the 2031 Notes at any time prior to 15 June 2026 or 15 June 2027, respectively, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date, plus the applicable "make-whole" premium. The Issuer may also redeem, in whole or in part, the 2029 Notes or the 2031 Notes at any time on or after 15 June 2026 or 15 June 2027, respectively, at redemption prices that vary depending on the year of redemption, as set forth in this preliminary offering circular (the "**Offering Circular**"). In addition, the Issuer may, at its option and on one or more occasions, redeem up to 40% of the aggregate principal amount of the 2029 Notes or redeem up to 40% of the aggregate principal amount of the 2031 Notes at any time prior to 15 June 2026 or 15 June 2027, respectively, with the net proceeds from one or more specified equity offerings at a redemption price for the 2029 Notes equal to % of the principal amount of the 2029 Notes or at a redemption price for the 2031 Notes equal to % of the principal amount of the 2031 Notes, plus, in each case, accrued and unpaid interest, if any, to the redemption date. In the event of certain developments affecting taxation, the Issuer may redeem all, but not less than all, of the Notes at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, holders of the Notes may cause the Issuer to repurchase the Notes at a price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, if the Issuer undergoes specific kinds of changes of control.

Application will be made to list the Notes on the official list of Euronext Dublin (the "**Official List**") and admit the Notes to trading on the Global Exchange Market and this Offering Circular will constitute listing particulars for that purpose. There can be no assurance that any such application will be successful or that any such listings will be granted or maintained.

Investing in the Notes involves risks. You should carefully consider the risks set out under "*Risk Factors*" in this Offering Circular before investing in the Notes.

The Notes will be in registered form in denominations of €100,000 and integral multiples of €1,000 in excess thereof. The Notes will be represented on the issue date by one or more global notes, which will be delivered through Euroclear Bank SA/NV and Clearstream Banking, S.A., on or about 2024 or such later date as agreed between the Issuer and the Initial Purchasers (as defined under "**Subscription and Sale of the Notes**"). See "*Book-Entry, Delivery and Form*".

Issue price for the 2029 Notes: %. **Issue price for the 2031 Notes: %.**

Joint Global Coordinators and Joint Active Bookrunners

Crédit Agricole CIB **MUFG**

Joint Active Bookrunners

BofA Securities **Santander Corporate & Investment Banking**

Joint Bookrunners

CIC Market Solutions **IMI - Intesa Sanpaolo** **Natixis**

Co-Managers

Banco Sabadell **Bankinter** **Bank of China**

The Notes have not been nor will be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") nor with any securities regulatory authority of any state or other jurisdiction of the United States and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act ("**Regulation S**")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Notes may be offered or sold solely outside the United States in reliance on Regulation S to persons who are not U.S. Persons.

The date of this Offering Circular is 2024.

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IMPORTANT INFORMATION ABOUT THIS OFFERING CIRCULAR

This Offering Circular has been prepared solely for use in connection with, and prospective investors are authorised to use this Offering Circular only in connection with, a private placement of the Notes by us to institutional investors outside of the United States. We and the Initial Purchasers reserve the right to reject any offer to subscribe for the Notes for any reason.

No person has been authorised to give any information or to make any representations in connection with the offering or sale of the Notes other than as contained in this Offering Circular, and, if given or made, such information or representations must not be relied upon as having been authorised by us, the Initial Purchasers, any of our or their affiliates, or by any other person. Neither the delivery of this Offering Circular nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in our affairs or the affairs of our subsidiaries since the date hereof or that the information contained herein is correct and complete as at any time subsequent to the date hereof.

We have prepared this Offering Circular and we are solely responsible for its contents. You are responsible for making your own examination of us and your own assessment of the merits and risks of investing in the Notes. We have summarised certain documents and other information in a manner we believe to be accurate. However, we refer you to the actual documents for a more complete understanding of the matters discussed in this Offering Circular. Where information has been sourced from a third party, we confirm that this information has been accurately reproduced and that as far as we are aware and are able to ascertain from information published by third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. Where third party information has been included, its source has been stated.

This Offering Circular has been prepared by us on the basis that any purchaser of the Notes is a person or entity having such knowledge and experience of financial matters as to be capable of evaluating the merits and risks of such purchase. Before making any investment decision with respect to the Notes, potential investors should conduct such independent investigation and analysis regarding us and the Notes as they deem appropriate to evaluate the merits and risks of such investment. In making any investment decision with respect to the Notes, investors must rely (and will be deemed to have relied) solely on their own independent examination of us and the terms of the Notes, including the merits and risks involved. Before making any investment decision with respect to the Notes, prospective investors should consult their own counsel, accountants, or other advisers, and carefully review and consider such investment decision in light of the foregoing.

To the best of our knowledge and belief, having taken all reasonable care to ensure that such is the case, we confirm that the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information. We accept responsibility for the information contained in this Offering Circular accordingly.

Neither we nor the Initial Purchasers nor any of our or their respective affiliates or representatives is making any representation to you regarding the legality of an investment in the Notes, and you should not construe anything in this Offering Circular as legal, business, tax or other advice. You should consult with your own advisors as needed to assist you in making your investment decision and to advise you whether you are legally permitted to purchase the Notes.

The Initial Purchasers are not responsible for, and no representation or warranty, express or implied, is made by the Initial Purchasers or any of their respective affiliates or advisors or selling agents, nor any of their respective representatives, as to the accuracy or completeness of the information or representation set forth herein, and nothing contained in this Offering Circular is, or shall be relied upon as, a promise or representation by any of them, whether as to the past or the future.

You are urged to pay careful attention to the risk factors described under the section "*Risk Factors*" of this Offering Circular, as well as the other information contained herein, before making your investment decision. The occurrence of one or more of the risks described herein, could have an adverse effect on our activities, financial condition, or results of operations. Furthermore, other risks not yet identified or not considered significant by us could have adverse effects, and you may lose all or part of your investment.

STABILIZATION

In connection with the issue of the Notes, Crédit Agricole Corporate and Investment Bank (the "**Stabilizing Manager**") (or any person acting on behalf of the Stabilizing Manager) may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilizing Manager (or persons acting on behalf of a Stabilizing Manager) will undertake stabilization action. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Notes and 60 days after the date of the allotment of the Notes. Any stabilization action or over allotment must be conducted by the relevant Stabilizing Manager (or person(s) acting on behalf of any Stabilizing Manager) in accordance with all applicable laws and rules.

SELLING RESTRICTIONS

General

This Offering Circular does not constitute an offer to sell or an invitation to subscribe for or purchase any of the Notes in any jurisdiction in which such offer or invitation is not authorised or to any person to whom it is unlawful to make such an offer or invitation. The distribution of this Offering Circular and the offer or sale of the Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Offering Circular comes are required to inform themselves about and to observe any such restrictions. This Offering Circular may only be used for the purposes for which it has been published.

No action has been taken in any jurisdiction that would permit a public offering of the Notes. No offer or sale of the Notes may be made in any jurisdiction except in compliance with the applicable laws thereof. You must comply with all laws that apply to you in any place in which you buy, offer or sell any Notes or possess this Offering Circular.

For a description of certain restrictions relating to the offer and sale of the Notes, see "*Subscription and Sale of the Notes*". We accept no liability for any violation by any person, whether or not a prospective purchaser of the Notes, of any such restrictions.

Notice to Prospective Investors in the United States

The Notes offered pursuant to this Offering Circular have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and may not be offered or sold outside the United States or to, or for the account or benefit of, U.S. Persons, as defined in Regulation S under the Securities Act ("**Regulation S**"), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Accordingly, the offer is not being made in the United States and this document does not constitute an offer, or an invitation to apply for, or an offer or invitation to purchase or subscribe for, any Notes in the United States.

Any person who subscribes or acquires Notes will be deemed to have represented, warranted and agreed, by accepting delivery of this Offering Circular or delivery of the Notes, that it is subscribing or acquiring the Notes in compliance with Regulation S.

In addition, until 40 days after the commencement of the Offering, an offer or sale of the Notes within the United States by a dealer (whether or not participating in the Offering) may violate the registration requirements of the Securities Act.

Notice to Prospective Investors in the United Kingdom

This Offering Circular is for distribution to and is directed solely at (i) persons located outside the United Kingdom, (ii) persons with professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 as amended (the "**Order**"), (iii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order and (iv) persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any securities of the Issuer or any member of its group may otherwise lawfully be communicated or caused to be communicated (all such persons in (i) to (iv) above being "**relevant persons**"). Any investment activity to which this Offering Circular relates will only be available to and will only be engaged with relevant persons. Any person who is not a relevant person should not act or rely on this communication or any of its contents.

UK MiFIR Product Governance/Professional Investors and ECPs Only Target Market

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

UK PRIIPs Regulation / Prohibition of Sales to UK Retail Investors

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MiFID II Product Governance/Professional Investors and ECPs Only Target Market

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

PRIIPs Regulation / Prohibition of Sales to EEA Retail Investors

The Notes are not intended to be offered, sold or otherwise made available to and should not be made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the European Union Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Notice to Prospective Investors in Canada, Australia and Japan

The Notes may not be offered, sold or purchased in Canada, Australia or Japan.

Notice to Prospective Investors in Italy

The Offering has not been cleared by the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") (the Italian securities exchange commission) pursuant to Italian securities legislation and will not be subject to formal review by CONSOB. Accordingly, the Notes may not be offered, sold or delivered, directly or indirectly nor may copies of this Offering Circular or of any other document relating to the Notes be distributed in the Republic of Italy, except (a) to qualified investors (*investitori qualificati*) pursuant to Article 2 of the Prospectus Regulation, Article 100 of Legislative Decree No.58 of 24 February 1998, as amended (the "**Financial Services Act**") and the implementation CONSOB regulations, including CONSOB Regulation No. 20307 of 15 February 2018, as amended ("**Regulation 20307**"), pursuant to Article 34-*ter*, first paragraph letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("**Regulation 11971**"), implementing Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Italian Financial Act**") and (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Italian Financial Act and the implemented CONSOB regulations, including Regulation 11971.

For the purposes of this provision, the expression "**offer of the Notes to the public**" in Italy means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, including the placement through authorised intermediaries.

The Initial Purchaser has represented and agreed that any offer, sale or delivery of the Notes or distribution of copies of this Offering Circular or of any other document relating to the Notes in the Republic of Italy will be carried out in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Any such offer, sale or delivery of the Notes or distribution of copies of this Offering Circular or any other document relating to the Notes in the Republic of Italy must be in compliance with the selling restrictions under (a) and (b) above and must be:

(i) made by *soggetti abilitati* (including investment firms, banks or financial intermediaries, as defined by Article 1, first paragraph, letter (r), of the Italian Financial Act), to the extent duly authorised to engage in the placement or underwriting or purchase of financial instruments in the Republic of Italy in accordance with the relevant provisions of the Italian Financial Act, Regulation 20307, as amended, Italian Legislative Decree No. 385 of 1 September 1993, as amended (the "**Italian Banking Act**"), Regulation 11971 and any other applicable laws and regulations;

(ii) in compliance with all relevant Italian securities, tax, exchange control and any other applicable laws and regulations and any other applicable requirement or limitation that may be imposed from time to time by CONSOB, the Bank of Italy (including, the reporting requirements, where applicable, pursuant to Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) or any other relevant Italian competent authorities; and

(iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or the Bank of Italy or any other Italian authority.

Any investor purchasing the Notes is solely responsible for ensuring that any offer, sale, delivery or resale of the Notes by such investor occurs in compliance with applicable Italian laws and regulations.

CERTAIN DEFINITIONS

In this Offering Circular (except as otherwise defined in "*Terms and Conditions of the Notes*", for purposes of that section only, or in our audited consolidated financial statements, which have been incorporated by reference into this Offering Circular) the following terms shall have the meanings set out below:

- References to "**our Group**" or the "**Group**" are to Forvia and its consolidated subsidiaries, whereas references to "**FORVIA**" or the "**Issuer**" or the "**Company**" are to FORVIA S.E. (formerly Faurecia S.E.) and references to "**us**", "**we**" or "**our**" are to the Group or to FORVIA, as the context requires;
- "**2025 Notes**" refers to €1 billion in principal amount of 2.625% Senior Notes due 2025, comprising €700 million in principal amount of 2.625% Notes due 2025 which we issued on 8 March 2018 and the Additional 2025 Notes;
- "**2026 Notes**" refers to €750 million in principal amount of 3.125% Notes due 2026, comprising €500 million in principal amount of 3.125% Notes due 2026 which we issued on 27 March 2019 and the Additional 2026 Notes;
- "**2026 JPY Notes**" refers to JPY 11.7 billion in principal amount of 2.480% yen-denominated notes due 2026, which we issued on 15 December 2023;
- "**2026 Sustainability-Linked Notes**" refers to €799.9 million in principal amount of 7.250% Sustainability-Linked Notes due 2026 that remains outstanding following a tender offer settled on 14 December 2023, originally comprising €700 million in principal amount of 7.250% Sustainability-Linked Notes due 2026 issued on 15 November 2022 and the Additional 2026 Sustainability-Linked Notes;
- "**2027 Notes**" refers to €890 million in principal amount of 2.375% Notes due 2027, comprising €700 million in principal amount of 2.375% Notes due 2027 which we issued on 27 November 2019 and the Additional 2027 Notes;
- "**2027 JPY Notes**" refers to JPY 6.8 billion in principal amount of 2.810% yen-denominated notes due 2027, which we issued on 15 December 2023;
- "**2027 Sustainability-Linked Notes**" refers to €1.2 billion in principal amount of 2.750% Sustainability-Linked Notes due 2027, which we issued on 10 November 2021;
- "**2028 Notes**" refers to €700 million in principal amount of 3.750% Notes due 2028 which we issued on 31 July 2020;
- "**2028 JPY Notes**" refers to JPY 700 million in principal amount of 3.190% yen-denominated notes due 2028, which we issued on 15 December 2023;
- "**2029 Green Notes**" refers to €400 million in principal amount of 2.375% Notes due 2029 which we issued on 22 March 2021 and which are "Green Bonds";
- "**Additional 2025 Notes**" refers to €300 million in principal amount of 2.625% Notes due 2025 which we issued on 31 July 2020;
- "**Additional 2026 Notes**" refers to €250 million in principal amount of 3.125% Notes due 2026 which we issued on 31 October 2019;
- "**Additional 2026 Sustainability-Linked Notes**" refers to €250 million in principal amount of 7.250% Sustainability-Linked Notes due 2026 which we issued on 1 February 2023;
- "**Additional 2027 Notes**" refers to €190 million in principal amount of 2.375% Notes due 2027 which we issued on 3 February 2021;
- "**Clarion**" refers to Clarion Co, Ltd.;

- "**Clarion Schuldschein**" refers to €700 million in original principal from a *Schuldscheindarlehen* (privately placed bank loan under German law) issued in multiple tranches in December 2018 and January 2019, with amounts outstanding maturing in December 2024, in connection with the financing of our acquisition of Clarion's shares in 2019, and of which Forvia repaid (i) in June 2021 and December 2022, €226.5 million and €58.5 million, respectively, of the fixed rate tranche that was to mature in December 2022, and (ii) in June 2023, U.S.$165 million of the variable rate tranche that was to mature in December 2023;

- "**CO_2**" refers to carbon dioxide;

- "**Coagent Electronics**" refers to Jiangxi Coagent Electronics Co. Ltd;

- "**Cockpit of the Future**" refers to our development of products and technology for vehicle seating and interiors which are aligned with the increasing connectedness and autonomy of vehicles;

- "**Controlled Emissions**" means scope 3 emissions, excluding emissions of vehicles equipped with FORVIA products, but including emissions from upstream and downstream activities: purchases, lease, freight, travel, our use of products, waste and recycling;

- "**EIB Loan**" refers to the €315 million loan due 2029 from the European Investment Bank as part of a programme to partially finance the Group's investments in hydrogen mobility activities, under which we borrowed €289 million in July 2022;

- "**FCE Europe**" refers to Faurecia Clarion Electronics Europe, formerly, Parrot Faurecia Automotive SAS;

- "**Fitch**" means Fitch Ratings Inc. or any successor to its rating business;

- "**g**" refers to the unit of mass, "gram";

- "**g/km**" refers to grams per kilometre;

- "**HELLA**" means HELLA GmbH & Co KGaA, a majority-owned subsidiary of FORVIA SE since the HELLA Acquisition was consummated and a limited partnership with shares (*Kommanditgesellschaft auf Aktien*) incorporated under the laws of Germany, registered with the Commercial Register (*Handelsregister*) of Paderborn under number HRB 6857, with its registered office at Rixbecker Straße 75, 59552 Lippstadt, Germany, including its consolidated subsidiaries where the context so requires;

- "**HELLA 2024 Notes**" refers to the €300 million in principal amount of 1.000% Notes due 2024 which HELLA issued in May 2017;

- "**HELLA 2027 Notes**" refers to the €500 million in principal amount of 0.5% Notes due 2027 which HELLA issued in September 2019;

- "**HELLA Acquisition**" means our acquisition of HELLA which was completed on 31 January 2022;

- "**HELLA Credit Facility Agreement**" refers to a syndicated credit facility agreement, under which a consortium of international banks have agreed to lend to HELLA up to €450 million pursuant to the terms thereof, including an option to increase the facility by an additional €150 million, which expires in December 2026, with possible extension to December 2027 (the "**HELLA Credit Facility**");

- "**HELLA Family Pool**" means the Hueck family shareholders of HELLA having concluded a pooling agreement between them, and collectively our largest shareholder with approximately 9% of our share capital;

- "**HELLA Indebtedness**" refers collectively to (i) the HELLA 2024 Notes, (ii) the HELLA 2027 Notes, (iii) the HELLA Japanese Yen Debt, and (iv) the HELLA USD Loan, together with financial liabilities from finance leases and profit participation certificates and amounts outstanding under the HELLA Credit Facility, if any;

- "**HELLA Japanese Yen Debt**" refers to (i) notes certificates denominated in Japanese Yen for an amount of JPY 12 billion, issued by HELLA in September 2002, due September 2032, carrying an annual interest of 3.50% (accruing in Japanese Yen) payable on 17 March and 17 September each year (the "**HELLA JPY Notes**"), and (ii) a loan denominated in Japanese Yen for an amount of JPY 10 billion, issued by HELLA in fiscal year 2003, due June 2033, carrying annual interest of 4.02% (accruing in U.S. dollars), payable on 20 June and 20 December each year (the "**HELLA JPY Loan**");
- "**HELLA USD Loan**" refers to loans denominated in U.S. dollars, in the equivalent amount of $75 million, due in January 2026;
- "**HMI**" refers to human-machine interfaces;
- "**Initial Purchasers**" refers to Crédit Agricole Corporate and Investment Bank, MUFG Securities (Europe) N.V., BofA Securities Europe SA, Banco Santander, S.A., Crédit Industriel et Commercial S.A., Intesa Sanpaolo S.p.A., Natixis, Banco de Sabadell, S.A., Bank of China (Europe) S.A. and Bankinter, S.A.;
- "**IVI**" refers to in-vehicle-infotainment;
- "**Japanese Yen Term and Revolving Facilities Agreement**" means the JPY30 billion term and revolving facilities agreement among us as borrower and various lenders dated 7 February 2020 of which JPY20 billion has been drawn and remains outstanding as at the date of this Offering Circular;
- "**JPY Notes**" refers to the 2026 JPY Notes, the 2027 JPY Notes and the 2028 JPY Notes, collectively;
- "**kg**" refers to the unit of mass, "kilogram";
- "**km**" refers to the unit of distance, "kilometre";
- "**Latin American Syndicated Loans**" means the loans due 2028 denominated in U.S. dollars and Mexican pesos, equivalent to U.S.$300 million, entered into in by FORVIA's subsidiary in Mexico with a syndicate of seven Latin American banks in September 2022 and March 2028;
- "**Moody's**" means Moody's Investors' Services Inc. or any successor to its rating business;
- "**OEMs**" refers to Original Equipment Manufacturers;
- "**Offering**" refers to the offering by the Issuer of the Notes;
- "**S&P**" means Standard & Poor's Rating Agency or any successor to its rating business;
- "**SAS**" refers to SAS Autosystemtechnik GmbH und Co., KG;
- "**Schuldscheindarlehen**" means the Clarion Schuldschein together with the Sustainability-Linked Schuldschein;
- "**Scope 1 and 2 GHG Emissions**" means, for any period, the total aggregate amount of Scope 1 (direct emissions corresponding to consumption of the primary energy source (*i.e.*, natural gas, domestic heating oil, *etc.*) and Scope 2 emissions (indirect emissions corresponding to energy consumption (electricity, heat) that the Company uses but does not produce) as measured in metric tons of CO_2 by us and calculated as per the GHG Protocol Corporate Accounting and Reporting Standard;
- "**Senior Credit Agreement**" means the €1,500 million senior credit agreement among us as borrower and various lenders, dated 15 December 2014, amended and restated on 24 June 2016, 15 June 2018 and 28 May 2021, and further amended on 26 April 2022;
- "**Syndicated Credit Facility**" means the credit facility provided under the Senior Credit Agreement;
- "**Sustainability-Linked Schuldschein**" refers to €700 million in principal amount of U.S. dollar- and euro-denominated sustainability-linked *Schuldscheindarlehen* (privately placed bank loan under German law), issued in multiple tranches with settlement in December 2021 for €435 million thereof

and in January 2022 for €265 million thereof, maturing in July 2024, January 2026, January 2027 and January 2028;

- "**Sustainable Mobility**" refers to our development of products and processes which reduce CO_2 emissions, improve air quality, weight reduction, size reduction, energy recovery and the development of bio-sourced and renewable materials; and
- "**Term Loan**" refers to the €500 million syndicated loan with a maturity to 2 June 2026, subject to possible extensions through 2 June 2028, and with a interest rate varying depending on the achievement of the Group's target for CO_2 neutrality for its scope 1, 2 and 3 controlled emissions (see "*Business—Sustainable Development—Ambition to be CO_2 neutral for Controlled Emissions by 2030*").

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

FORVIA is the parent company of the Group. This Offering Circular incorporates by reference English translations of the audited consolidated financial statements of FORVIA as at and for the years ended 31 December 2023, including the statutory auditors' report thereon (the "**2023 Consolidated Financial Statements**") and 2022, including the statutory auditors' report thereon (the "**2022 Consolidated Financial Statements**"). The 2023 Consolidated Financial Statements present comparable restated financial data (see "—*Restatement of Comparative Financial Statements—IFRS 5 - Discontinued Activities*" below) as at and for the year ended 31 December 2022 (the "**2022 Restated Consolidated Financial Information**"). The 2022 Consolidated Financial Statements present comparable financial data as at and for the year ended 31 December 2021 (the "**2021 Comparative Consolidated Financial Information**"). Our audited consolidated financial statements have been prepared in accordance with International Financial Reporting Standards as adopted by the European Union ("**IFRS**"). Our (i) 2023 Consolidated Financial Statements and (ii) 2022 Consolidated Financial Statements, have been approved by our Board of Directors on 16 February 2024 and 17 February 2023, respectively. Our independent statutory auditors are Mazars and Ernst & Young Audit.

In this Offering Circular, (i) references to "**euro**" and "**€**" refer to the lawful currency of the member states participating in the third stage of the Economic and Monetary Union under the Treaty Establishing the European Community, as amended from time to time, (ii) references to "**U.S. dollar**" and "**U.S.$**" refer to the lawful currency of the United States of America, (iii) references to "**Mexican Peso**" and "**MXN**" refer to the lawful currency of the United Mexican States and (iv) references to "**Japanese Yen**", "**JPY**" and "**¥**" refer to the lawful currency of Japan.

We publish our audited consolidated financial statements in euros. Some financial information in this Offering Circular has been rounded and, as a result, figures shown as totals in this Offering Circular may vary slightly from the exact arithmetic aggregation of the figures that precede them.

Constant Basis Presentation and Other Non-IFRS Measures

Figures presented in this Offering Circular for the Issuer are calculated on an actual historical basis and, where noted, on a constant or "like-for-like" basis, which means that comparable items are presented using a constant consolidation scope but not using constant exchange rates, unless otherwise indicated. The percentage change from one period to another has generally been given on a "like-for-like" basis in order to eliminate the impact of changes in consolidation scope (that is, changes in the entities that we consolidate in our audited consolidated financial statements due to acquisitions, divestures or mergers).

For comparison purposes, we restate sales to factor in acquisitions and joint ventures, which we refer to as "bolt-ons". Exchange rates are restated only for sales which are reported in a currency other than euro and where we compare by applying the previous year U.S. dollar/euro exchange rate to both the previous year and the current year sales. The scope is restated by calculating this year sales as at the last year perimeter.

In this Offering Circular, we present our estimated order book (calculated on a three-year rolling basis) as of 31 December 2023, 2022 and 2021. Our order book represents the sales that we expect to record when we receive firm production orders, under contracts for vehicle programs that we have been awarded but which are not yet in production. The value of our order book as of any given date is based on the estimated production volumes of vehicle programs as well as their estimated lifetime. We discount the production volumes indicated by our customers based on factors including our management's knowledge of such customer, our historical relationship with such customer and internal and external industry forecasts. We do not increase the estimated production volumes beyond those estimates provided to us by our customers.

In addition, this Offering Circular includes certain supplemental indicators of performance and liquidity that we use to monitor our operating performance and debt servicing ability. These indicators include adjusted EBITDA, net debt, net cash flow and the value of our order book. These measures are unaudited and we are not required to present them under IFRS. Such indicators have limitations as analytical tools, and investors should not consider them in isolation from, or as a substitute for analysis of, related indicators derived in accordance with IFRS. We use these non-IFRS financial measures in this Offering Circular because we believe that they can assist investors in comparing our performance to that of other companies on a consistent basis. However, our computation of adjusted EBITDA, net debt, net cash flow, value added sales and other non-IFRS financial measures may not be comparable to similarly titled measures of other companies. For example, depreciation and amortization can vary significantly among companies depending on accounting methods, particularly where acquisitions or non-operating factors including historical cost bases are involved. We believe that adjusted EBITDA, net debt and net cash flow, order book and the other non-IFRS financial measures, as we define them, are also useful because they enable investors to understand our performance over time, without the impact of various items that we believe do not durably affect our operating performance. However, investors should not consider these measures as alternatives to measures of financial performance, operating results or cash flows that are determined in accordance with IFRS.

Adjusted EBITDA as presented for FORVIA in this Offering Circular differs from "Consolidated EBITDA" contained in the section entitled "*Terms and Conditions of the Notes*" of this Offering Circular. For the definition of adjusted EBITDA used by FORVIA and for a reconciliation of our adjusted EBITDA, see "*Summary Financial and Operating Data—Other Consolidated Financial Data.*"

Restatement of Comparative Financial Statements

IFRS 5 - Discontinued Activities

FORVIA announced in February 2023 an agreement with the Motherson group by which Motherson committed to acquire FORVIA's SAS Cockpit Modules division (assembly and logistics services), reported as part of its Interiors business group. The transaction remains subject to customary conditions precedents, including regulatory approvals, which are on going. All the conditions were met under IFRS to qualify the activity as discontinued in light of such activity being a major line of business and the highly probable character of the sale.

Since 1 January 2023, applying IFRS 5, the corresponding assets and liabilities have been isolated in dedicated line items as the net result of the corresponding discontinued activities and so until 31 July 2023, effective date of the sale of these activities. In accordance with IFRS 5, "net income of discontinued operations" is presented in the consolidated statement of comprehensive income amounted to €(5.4) million including the operations of the SAS business from 1 January 2023 to 31 July 2023 for total sales of €593.6 million as well as the net loss on disposal related to this activity of €(6.3) million and the directly incrementable expenses related to the sale.

Due to the effective sale of these activities on 31 July 2023, there are no assets nor liabilities presented in separated lines in the consolidated balance sheet as of 31 December 2023.

The net income, other comprehensive income and cash flows items of discontinued operations are presented separately in the statement of financial position for the year 2023 and all prior periods presented in the 2023 Consolidated Financial Statements. See Note 1.C in the 2023 Consolidated Financial Statements for details on the impact of IFRS 5 in the 2022 Consolidated Comparative Financial Information compared to our results for the year ended 31 December 2022 from our 2022 Consolidated Financial Statements. The 2021 Comparative Financial Information has not been restated. Assets and liabilities as held for sale are presented in the balance sheet without any restatement of the prior years.

Consolidation of HELLA

HELLA has been consolidated in the financial statements presented for the Group starting on 1 February 2022. Results and cash flows reported by the Group for the year ended 31 December 2023 include the consolidated results and cash flows, respectively, of HELLA for the entire period, and results and cash flows reported by the Group for the year ended 31 December 2022 include the consolidated results and cash flows, respectively, of HELLA from 1 February 2022 through 31 December 2023. The financial position reported by the Group as of 31 December 2023 and 2022 include the financial position of HELLA as of 31 December 2023 and 2022, respectively. The results and cash flows presented for the Group for the year ended 31 December 2021 do not include the consolidated results and cash flows, respectively, of HELLA, nor does the financial position presented by the Group as of 31 December 2021 include the consolidated statement of financial position of HELLA.

MARKET AND INDUSTRY DATA

Unless otherwise stated, the information provided in this Offering Circular relating to market position and the size of relevant markets and market segments for Seating, Clean Mobility, Interiors, Clarion Electronics, Electronics and Lifecycle Solutions is based on sales, solely determined on the basis of our own estimates, and is provided solely for illustrative purposes. We compile information on these markets through external sources including Accenture, S&P Global Mobility (formerly IHS Markit Automotive), industry professionals, industry publications, annual reports from competitors, and market research from independent third parties. Our estimates of relative market position in each of our markets are based on this information. We compare our sales for each business group or region with the total market, which we calculate as the total number of passenger cars produced globally or for each region, multiplied by our estimate of the average value of the content we can supply per car. We believe that such data is useful in helping investors understand the industry in which we operate and our position within that industry. However, we do not have access to the data and assumptions underlying the data. Unless otherwise indicated, our estimates of market position provided in this Offering Circular are for the year ended 31 December 2023. Our estimates in relation to the addressable market for products in our Sustainable Mobility and Cockpit of the Future strategic priorities set out in "*Our Competitive Strengths – Clear and focused strategy aligned with automotive megatrends*" are based on management estimates.

The above-referenced estimates, which we consider reliable, have not been verified by independent experts. Neither we nor the Initial Purchasers guarantee that third parties using different methods to assemble, analyse or compute market data would obtain or generate the same results. In addition, our competitors may define their markets differently. To the extent the data relating to market size included in this Offering Circular is based solely on our own estimates, it does not constitute official data and should not be relied on. Moreover, any information regarding customer ranking, supplier percentages or similar data is based on total consolidated sales, rather than on number of units sold or value added sales, unless otherwise noted. Neither we nor the Initial Purchasers make any representation as to the accuracy of such information.

INFORMATION INCORPORATED BY REFERENCE

The information set out below, which has previously been published or is being published simultaneously with this Offering Circular and has been filed with Euronext Dublin, shall be deemed to be incorporated in, and to form part of, this Offering Circular.

Such documents will be made available, free of charge, during normal business hours on any business day at the specified office of the listing agent, unless such documents have been modified or superseded.

The following documents are incorporated by reference in this Offering Circular:

- sections 1.1 to 1.4 (Review of the Group's business and consolidated results, Outlook, Consolidated financial statements, Statutory auditors' report on the consolidated financial statements for the year ended 31 December 2023) on pages 69 to 166 of the English translation of our 2023 Universal Registration Document (the "**2023 Universal Registration Document**"), including our 2023 Consolidated Financial Statements, which was filed with the *Autorité des marchés financiers* on 27 February 2024; and

- section 1.1 (Review of the Group's business and consolidated results) and sections 1.3 to 1.4 (Consolidated financial statements, Statutory auditors' report on the consolidated financial statements for the year ended 31 December 2022) on pages 67 to 80 and 82 to 157 of the English translation of our 2022 Universal Registration Document (the "**2022 Universal Registration Document**"), including our 2022 Consolidated Financial Statements, which was filed with the *Autorité des marchés financiers* on 28 February 2023.

Any statement contained in the sections of the 2023 Universal Registration Document or the 2022 Universal Registration Document incorporated by reference herein (collectively, the "**Incorporated Documents**") shall be deemed to be modified or superseded for purposes of this Offering Circular to the extent that a statement contained in this Offering Circular (including any statement in an excerpt from a more recent document that is incorporated by reference in this Offering Circular) modifies or supersedes such statement. Any statement that is modified or superseded shall not be deemed, except as modified or superseded, to constitute a part of this Offering Circular. The Incorporated Documents are important parts of this Offering Circular. All references herein to this Offering Circular include the Incorporated Documents, as modified or superseded.

Any documents themselves incorporated by reference in the Incorporated Documents, or the sections of the Incorporated Documents that are not expressly incorporated by reference herein, shall not form part of this Offering Circular.

The sections of the 2023 Universal Registration Document and the 2022 Universal Registration Document incorporated herein, include, among other things, a description of the Group's results of operations. It is important that you read this Offering Circular in its entirety, including the documents incorporated by reference herein, before making an investment decision regarding the Notes.

Copies of the Incorporated Documents are available for viewing on our website (http://www.forvia.com). Except for the information specifically incorporated by reference in this Offering Circular, the information provided on such websites is not part of this Offering Circular and is not incorporated by reference in it.

FORWARD-LOOKING STATEMENTS

This Offering Circular contains forward-looking statements that reflect our current expectations with respect to future events and our financial performance. The words "*believe*", "*expect*", "*intend*", "*aim*", "*seek*", "*plan*", "*project*", "*anticipate*", "*estimate*", "*will*", "*may*", "*could*", "*should*", "*target*", "*ambition*", "*guidance*" and similar expressions are intended to identify forward-looking statements. These forward-looking statements reflect our present expectations with regard to future events and are subject to a number of important factors and uncertainties that could cause actual results to differ significantly from those described in the forward-looking statements.

Although we believe that the expectations reflected in these forward-looking statements are based on reasonable assumptions given our knowledge of our industry, business and operations as at the date of this Offering Circular, we cannot give any assurance that these assumptions will prove to be correct, and we caution you not to place undue reliance on such statements. These statements involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance or achievements, or the industry's results, to be significantly different from any future results, performance or achievements expressed or implied in this Offering Circular. These forward-looking statements are based on numerous assumptions regarding our present and future business strategies and the environment in which we expect to operate in the future. Some of these factors are discussed under the section headed "*Risk Factors*" of this Offering Circular and include, among other things:

- risks related to the impact of Covid-19 on our business, sales, production and supply chains, employees and on business continuity;
- risks related to challenges associated with climate change and increasing environmental regulation on our reputation, business, financial condition and operations;
- risks related to the automotive sector and the commercial success of the models for which we supply components;
- risks related to the loss of key customers due to industry consolidation and risks that our customers could default on their financial obligations or enter bankruptcy;
- our dependence on suppliers to maintain production levels;
- risks relating to customers' demands and our ability to maintain product quality;
- risks relating to failure to identify risks when we tender for new contracts or appropriately monitor the performance of our programs;
- risks relating to any failure to attract and retain key individuals;
- risks relating to difficulties integrating acquired businesses or achieving anticipated synergies;
- economic, political, tax, legal and other related risks relating to the international nature of our business;
- risks relating to the highly competitive automotive supply industry where customers can exert significant price pressure;
- risks relating to increases in interest rates which would increase the cost of servicing our debt;
- risks relating to liquidity and access to capital;
- risks relating to exchange rate fluctuations, primarily between the euro and other operating currencies;
- risks relating to information technology systems and data protection and security infrastructure;
- risks relating to fluctuations in the prices of raw materials;
- litigation risks, including product liability, warranty and recall risk;

- insurance risks;
- intellectual and industrial property risks;
- industrial and environmental risks;
- risks related to negative incidents which affect our reputation;
- risks related to non-compliance with internal corporate governance requirements and anti-corruption regulations; and
- risks related to financial reporting standards or policies.

Our forward-looking statements speak only as at the date of this Offering Circular. We expressly disclaim any obligation or undertaking, and do not intend, to release publicly any updates or revisions to any forward-looking statements contained in this Offering Circular to reflect any change in our expectations or any change in events, conditions or circumstances, on which any forward-looking statement contained in this Offering Circular is based.

The discussions of outlook set forth, or incorporated by reference (including section 1.2 (*Outlook*) of the 2023 Universal Registration Document), in this Offering Circular includes forward-looking statements that have been prepared by, and are the responsibility of, management and represent, to the best of management's knowledge and opinion, the Group's intentions. Furthermore, such discussions of outlook, are not intended as forecast data or estimates of consolidated profit but instead are based on the Group's current strategic goals and action plans for the future. They are based on management's current beliefs, expectations, assumptions, business plan and estimates that the Group considers to be reasonable. The achievement by the Group of the targets and forecasts presented below implies the success of the Group's strategy. In addition, they involve known and unknown risks and uncertainties that could cause actual results, performance or events to differ materially from the trends and objectives described. No assurance can be given that the trends and objectives described will occur, continue or be achieved. These forward-looking statements involve assessments about matters that are inherently uncertain and actual results may differ for a variety of reasons including those described in "*Risk Factors*". No assurance can be given. The Group cannot give any assurance or guarantee that it will achieve the objectives described herein or that actual results will track those described herein. Investors are cautioned not to rely on such discussions of outlook when evaluating an investment decision in the Notes.

SUMMARY

The following summary highlights selected information contained elsewhere in this Offering Circular. Accordingly, this summary may not contain all of the information that may be important to you. We urge you to carefully read and review this Offering Circular in full, including the documents incorporated by reference herein, in order to fully understand the Group. You should also read the "Risk Factors" section in this Offering Circular to determine whether an investment in the Notes is appropriate for you.

Our Company

We are a leading automotive technology company focused on developing innovative solutions.

We have set an ambitious goal of being CO_2 neutral for our Controlled Emissions by 2030. We are investing in innovation to advance the sustainability of our business as we aim to both reduce our environmental impact and create long-term value across our entire supply chain.

We estimate that approximately one-in-two vehicles globally is equipped with FORVIA technology.

For the year 31 December 2023, our sales amounted to €27,247.9 million, compared to €24,573.7 million for the year ended 31 December 2022, representing an increase by 14% on an organic basis, and our adjusted EBITDA for the year ended 31 December 2023 amounted to €3,328.0 million compared to €2,907.3 million for the year ended 31 December 2022, representing an increase of 0.4% in percentage of sales.

As at 31 December 2023, we employed approximately 153,462 people in 41 countries.

Our order intake amounted to €31 billion for the year ended 31 December 2023, in line with our order intake for the year ended 31 December 2022.

On 31 January 2022, we completed the HELLA Acquisition. This acquisition has been a strategic opportunity enabling us to create the world's seventh largest supplier to the automotive industry with a cutting-edge technology portfolio that addresses the major trends in the industry. Following the acquisition, we rebranded ourselves with a new name, "FORVIA", although FORVIA and HELLA will continue to operate as separate legal companies and market products under their own brands, collaborating closely and aiming to create sustainable value for all stakeholders through technology solutions and synergies generated in the best interest of both companies. In 2023, the pace of the combination with HELLA accelerated and cumulated cost synergies generated at the end of 2023 amounted to €190.0 million, ahead of our initial roadmap. This figure is to be compared with €51.0 million at the end of 2022.

Business Groups

FORVIA is organised in six business groups: Seating, Interiors, Clean Mobility, Electronics, Lighting and Lifecycle Solutions. These business groups are managed by the Group on an independent basis in terms of reviewing their individual performance and allocating resources. In 2023, four out of our six business groups recorded double-digit growth.

Seating. We design and manufacture complete vehicle seats, seating frames and adjustment mechanisms. For the year ended 31 December 2023, sales in the Seating business group reached €8,551.1 million (31% of FORVIA's total sales) compared to €7,704.3 million for the year ended 31 December 2022.

Interiors. We design, manufacture and assemble instrument panels and complete cockpits, door panels and modules. For the year ended 31 December 2023, sales in the Interiors business group reached €4,922.7 million (18% of FORVIA's total sales) compared to €4,645.0 million for the year ended 31 December 2022.

Clean Mobility. We design and manufacture exhaust systems, solutions for fuel cell electric vehicles and aftertreatment solutions for commercial vehicles. For the year ended 31 December 2023, sales in the Clean Mobility business group reached €4,832.2 million (18% of FORVIA's total sales) compared to €4,735.7 million for the year ended 2022.

Electronics. We design and manufacture display technologies, driver assistance systems and cockpit electronics. The Electronics business group was formed by combining Faurecia's former Clarion Electronics business group with HELLA's electronics and software operations. For the year ended 31 December 2023, sales in the

Electronics business group reached €4,138.0 million (15% of FORVIA's total sales) compared to €3,521.7 million for the year ended 2022.

Lighting. We design and manufacture lighting technologies. The Lighting business group was added upon the acquisition of HELLA. For the year ended 31 December 2023, sales in the Lighting business group reached €3,745.8 million (14% of FORVIA's total sales) compared to €3,074.0 million for the year ended 31 December 2022.

Lifecycle Solutions. We offer solutions extending the vehicle lifecycle as well as workshop equipment and special original equipment. The Lifecycle Solutions business group was added upon the acquisition of HELLA. For the year ended 31 December 2023, sales in the Lifecycle Solutions business group reached €1,058.1 million (4% of FORVIA's total sales) compared to €893.0 million for the year ended 31 December 2022.

Customers

We maintain close relationships with leading car manufacturers and work closely with customers to develop the design and functionality of our products. Volkswagen, Ford, the Renault-Nissan-Mitsubishi alliance and Stellantis accounted for 46% or €12,557.9 million of our sales in 2023.

In the meantime, we continue to grow our exposure to Chinese OEMs which accounted for 8.0% of our sales in 2023, up from 4.9% in 2020.

We are successfully developing and implementing customer vehicle production programs on a global scale. We have a broad geographic footprint, and are one of the few automotive equipment suppliers with the capacity to supply automakers' global programs where the same car model is produced throughout several regions.

We are involved in all stages of the automotive equipment development and supply process. We design and manufacture automotive equipment adapted to each new car model or platform, and conclude contracts to provide these products throughout the anticipated life of the model or platform (usually between five and ten years). Our customers rely increasingly on global platforms, based upon which they will produce a variety of car models. This allows us to decrease costs through a greater commonality of components, and to benefit from components or modules which can be used in more than one generation of cars. We participate in this evolution by offering generic products associated with our customers' platforms, such as standard seats frames.

The quality of our products is widely acknowledged among automakers. We have 257 industrial sites worldwide, 78 R&D centres and approximately 153,000 people of more than 140 nationalities, including more than 15,000 R&D engineers. With six business groups with 24 product lines and a strong IP portfolio of over 13,400 patents, we aim to be the preferred innovation and integration partner for OEMs worldwide. We ensure the quality of our products through our FORVIA Excellence System, a rigorous set of project management procedures and methodologies, and by the expertise of our engineers and technicians who design products and develop technological solutions. This enables us to maintain very close relationships and to be strategic suppliers to many of our customers.

Our Competitive Strengths

The world's seventh largest automotive supplier with leading positions in Clean Mobility, Seating, and Interiors

Based on our estimates, we have leading market positions in Clean Mobility, Seating, and Interiors. Through the combination with HELLA, we acquired a strong portfolio with superior technology in Electronics and Lighting.

In 2023, we estimated that FORVIA Seating was, globally, a leader in seating solutions and the leading supplier of frames and mechanisms for seats and the number three supplier of complete seats. FORVIA Interiors was one of the two leading suppliers of interior systems, and our Clean Mobility division was the leading supplier of clean mobility solutions.

Our market leadership in Clean Mobility, Seating and Interiors, and our global platforms are significant strategic advantages as customers typically look to well-established suppliers when awarding new business.

Following the HELLA Acquisition in January 2022, we rebranded ourselves as FORVIA, the new company name combining Faurecia and HELLA, on 7 February 2022. FORVIA, as the seventh largest automotive technology supplier based on worldwide sales, is now organised in six business groups, five of which have annual sales in excess of €3 billion. In addition, FORVIA provides customers with high technology products and solutions that are organised around various different product lines and aim to address automotive industry megatrends.

We further combined Clarion Electronics with HELLA Electronics and Software to leverage increased scale and become a major player in Electronics. Following the HELLA Acquisition, we have become a leading player in the Electronics segment with combined sales in excess of €3 billion. We have set an ambitious target to reach more than €6.3 billion in combined sales for the Electronics business group by 2025.

With the integration of HELLA, we added a strong Lighting business focused on technology. We view the Lighting business as an opportunity to advance HELLA's division by leveraging (i) Faurecia's track record in industrial excellence and cost optimization, and (ii) Faurecia's strong client relationships with high-volume OEMs and OEMs based in Asia.

We believe that our market leadership in sales in three of our six business groups positions us well for future growth, allows us to negotiate favourable terms from our suppliers and to further diversify our business model.

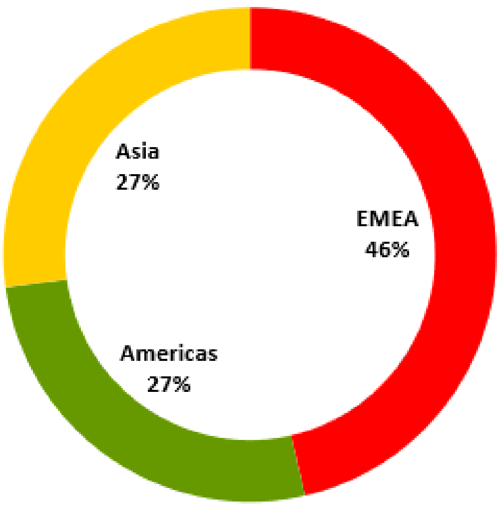
In addition, we have capitalised on HELLA's strengths and identity by maintaining the headquarters of three of our business groups in Lippstadt, Germany and three in Nanterre, France.

A key partner for a broad and diversified base of OEMs around the globe

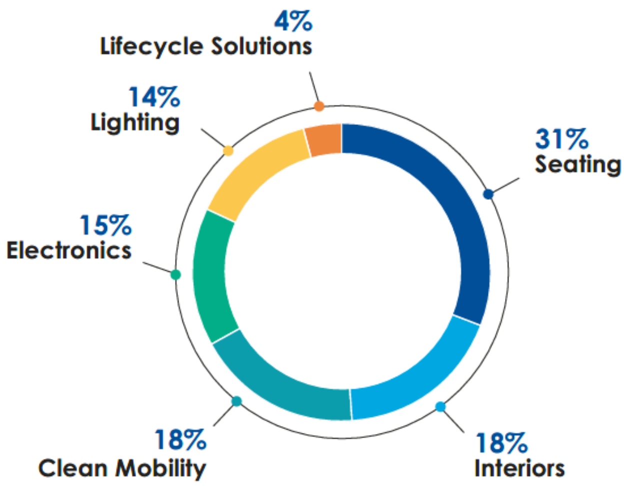
We believe that the high degree of diversification through our business groups, our geographic presence, and our number of customers and range of products limit our exposure to adverse changes in the global or local economic environment and in the various end-markets we serve, while simultaneously mitigating counterparty risk. This high degree of diversification in turn supports the resilience of our revenues and our profitability.

The following charts show our sales for the year ended 31 December 2023 by region, business group and customer:

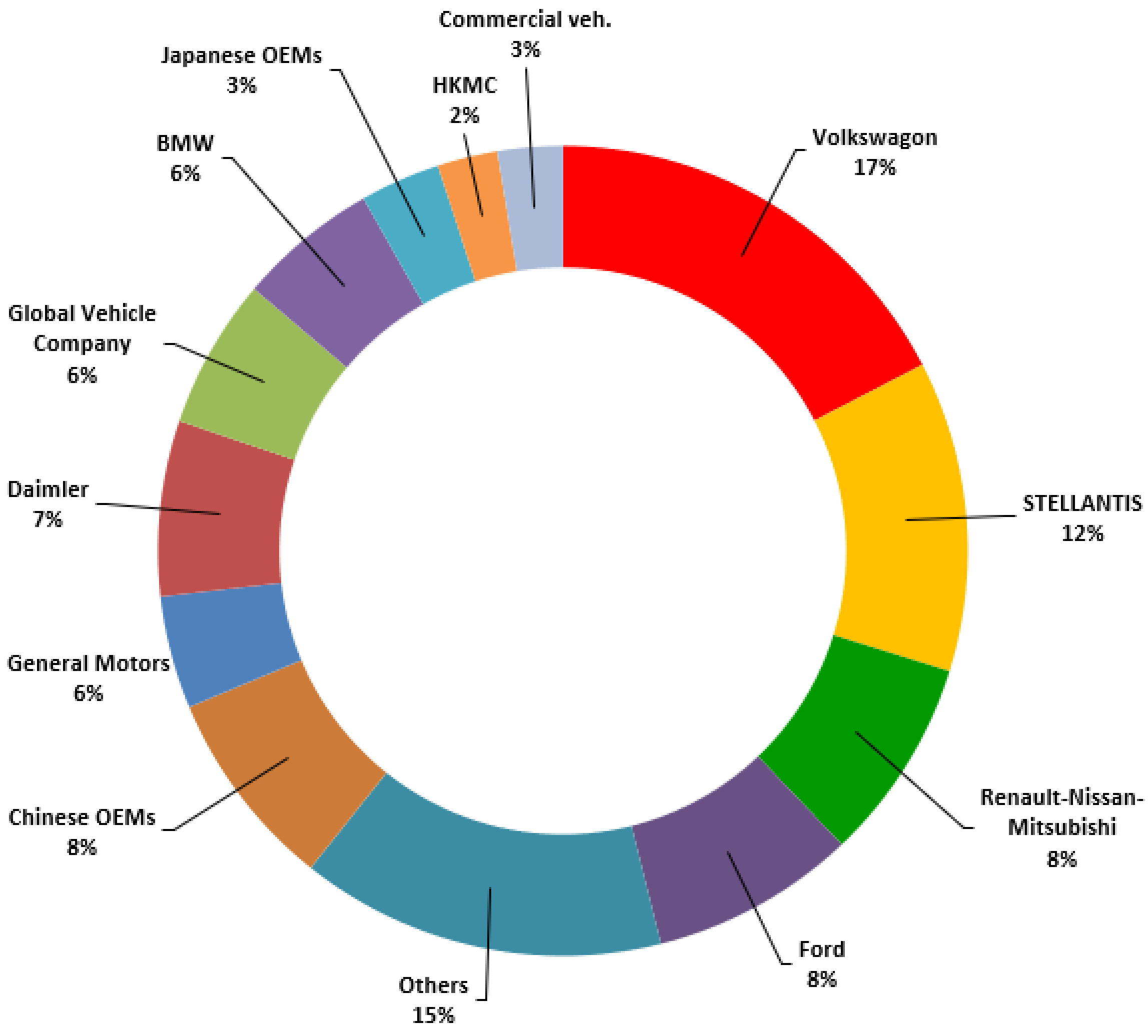
Sales by Region (2023 FY)



Sales by Business Group (2023 FY)



Sales by Customer (2023 FY)



Note: The presentation of sales invoiced may differ from that of sales by end customer when products are transferred to intermediary assembly companies.

In recent years, we have further increased our customer diversification. In the year ended 31 December 2023, our two largest customers accounted for 30% of sales compared to 34% of sales in 2020.

In year ended 31 December 2023, sales in Europe, the Middle East and Africa ("**EMEA**"), Americas and Asia remained stable at 46%, 27% and 27% of sales, respectively, compared to 45%, 28% and 27% of sales, respectively, in the year ended 31 December 2022.

We benefit from a global customer base. Although Japanese and South Korean automakers tend to use their vertically integrated suppliers, we are today a direct supplier to Nissan and Hyundai. We have also grown our exposure to Chinese OEMs, serving 19 out of 20 Chinese OEMs. We realised 45% of our Chinese sales with Chinese OEMs in 2023, compared to 33% in 2021. We are present on most market segments, from entry-level models to premium and luxury cars, which make us less vulnerable to the parameters which may affect one particular segment. We also benefit from revenue visibility and stability, due to the inherent difficulties automakers face when changing suppliers in the midst of the development and production of a car model, and from a high renewal rate of our programs. We believe the HELLA Acquisition has further improved our inroads with automakers and opens new sales opportunities. We believe HELLA's sales improve by leveraging FORVIA's privileged access to key Chinese and Japanese OEMs, while we believe that HELLA's position with German OEMs contributes to developing our relationships further with German OEMs, and we believe that FORVIA and HELLA both benefit from complementary strengths with US-based OEMs.

Clear and focused strategy aligned with automotive megatrends

Significant global trends are impacting the automotive industry. Those global trends include: climate change, resource scarcity, growing and ageing populations, economic power shifting to Asia and urbanization. At the same time, technological developments continue to accelerate, transforming daily life and generating new business models. As a result of these technological developments, the evolving structure of society and global development challenges, we believe that the automotive industry is at a turning point. We believe that the consequence of these trends on the automotive industry is a radical increase in mobility which is becoming connected, autonomous and electrified.

We believe that FORVIA is well-positioned to address automotive megatrends through its diversified and balanced portfolio.

Connectedness

Vehicles with connected capabilities are becoming increasingly common. The trend for connected vehicles is driven by legislation for increasing safety, increasing customer expectations for infotainment and technological developments for autonomous cars. Connectivity will allow continuous monitoring of vehicles and passengers, the ability to upgrade software in vehicles and will provide passengers with access to a wide range of services, including for safety and on-board user experiences for comfort, well-being, productivity and entertainment. We believe that vehicles will become an integrated device in users' "connected lives" and consumers will demand the same level of service and convenience from their cars as from their smartphones or tablets. The introduction of mobile 5G will enhance connectivity through better quality network coverage and higher bandwidth.

Autonomous

Autonomous vehicles will provide drivers with the opportunity to engage in activities not previously possible while driving, such as relaxing, working and socializing. The level of autonomy in a vehicle is assessed from level 0 to level 5, where level 0 signifies no automation in a vehicle and level 5 is fully autonomous. Autonomous technology for level 3 and level 4 currently exists, however, we believe it is unlikely to see rapid deployment due to high cost and an undefined regulatory framework. We believe that robotaxis are likely to be the first mass application of autonomous vehicles with thousands of vehicles already on the road in pilot programs, while private cars are likely to remain focused on Advanced driver assistance systems, levels 1 and 2, for the foreseeable future. Accordingly, we expect the automotive industry will need to extend its value-proposition to deliver new user experiences. In this context, we expect vehicle interiors will undergo a significant development and the Cockpit of the Future will be connected, personalised and predictive. The recent acceleration of powertrain electrification is likely to result in a reduction in the level of investment available for autonomous driving, with automakers focusing on the incremental deployment of Level 2 and Level 3 driver assistance systems.

Electrification

The powertrain mix is rapidly evolving towards electrification, due to environmental concerns and pressure from regulators and society. Whilst different countries are moving towards zero emissions at different speeds, we expect that as technologies mature, we will see a rapid increase in the number of hybrid vehicles and electric vehicles, including both battery electric vehicles and fuel cell electric vehicles. As technologies mature and charging infrastructure is deployed, we believe that there will be a rapid increase in electric vehicles and that battery electric vehicles and fuel cell electric vehicles will co-exist as zero emissions alternatives. We believe that fuel cells are particularly adapted to commercial vehicles as they have a longer range and a faster re-charging time. This trend towards zero emissions depends on a co-ordinated ecosystem that includes infrastructure and power supply providers.

Despite some deceleration in Battery Electric Vehicle ("**BEV**") global demand growth due to lower consumer confidence, high interest rates and fading incentives, the shift towards electrification remains a key long-term trend for the industry as regulations and government incentives boost both offer and demand and as society becomes increasingly concerned about climate change. We believe that by 2030, 38% of vehicles will be fully electric vehicles, and 32% of vehicles will be hybrid.

Strategy aligned with automotive megatrends

As the trends for electrification, connectivity, and autonomous driving accelerate, there are increasing business development opportunities for us in relation to new products, new customers and new business models including the following:

<u>New Products</u>

- accelerating innovation for powertrain electrification and investing in zero and ultra-low emissions solutions, supported by incentives and regulatory push and responsive to an increase in global demand for mild hybrid and high voltage solutions;
- focusing on short time-to-market technology bricks for the Cockpit of the Future adaptable to autonomous driving, reflecting an increasing importance of software and higher willingness of customers to pay for automated driving features;
- offering new functionalities through integrated electronics as cars develop into "computers on wheels", driven in part by safety regulations; and
- with the HELLA Acquisition, have increased our offering to include life-cycle solutions, including aftermarket, services and repairs and special applications.

<u>New Customers</u>

- rising Asian OEMs developing vehicles adapted to Asian consumers;
- pure electric vehicle consumers;
- Mobility as a Service ("**MaaS**") operators, fleets and cities; and
- high horsepower engine manufacturers.

<u>New Business Models</u>

- increased role of personalised user experiences;
- upgradability, retrofit and connected services; and
- developing cybersecurity of connected products.

Pioneer in technological innovations leveraging on a strong ecosystem of partners

We are a pioneer in technological innovations in the automotive sector and have a consistent track record of award winning innovations. We have based our strategy of innovation on a strong ecosystem of partners to accelerate time-to-market and to integrate key competences for our systems for Sustainable Mobility and Cockpit of the Future. At FORVIA, we operate 68 research and development centres worldwide and employ more than 15,000 R&D engineers. In 2023, FORVIA filed 1,283 new patents, compared to 1,502 in 2022.

In 2023, we allocated €2,197.5 million to gross R&D costs.

Given the pace of technological change and the need for the efficient development of new products, we have developed an open innovation ecosystem to accelerate the integration of new competences and the time-to-market of our products. This innovative, collaborative ecosystem incorporates non-rival alliances with global industry leaders, investment in start-ups, collaboration with academic institutions and active participation in associations and think tanks for sustainable mobility.

Strategic and technology partnerships

To rapidly accelerate development in key areas, we have developed partnerships with other industrial or technology companies.

We have entered into a partnership with Accenture for Artificial Intelligence. Through our partnership with ZF Friedrichshafen AG ("**ZF**"), we are developing safety systems so that passengers can continue to travel safely in any seated position, whether they are driving, working or relaxing. We have also entered into a partnership with Mahle to collaborate on technologies for the thermal management of the Cockpit of the Future. We have partnered with Mahle to work together to integrate and connect different interior and seating features to enhance the onboard experience and in November 2018 we also announced a strategic partnership with HELLA for the development of innovative interior lighting solutions. Over time, we believe Artificial Intelligence and contextual analysis will enable the vehicle to anticipate user preferences.

To develop new solutions for advanced and customised mobility, we have also created Faurecia Aptoide, a joint venture between FORVIA and Aptoide. Faurecia Aptoide marks a significant milestone in the apps market by integrating top applications TikTok, Webex and Zoom Meetings into the cockpit experience of cars, including Mercedes-Benz E-Class. This will enable users to have a mix of entertainment, video conferencing, webinars, and collaboration sessions, facilitating professionals and remote workers to join business meetings or catching up with friends and family. With a growing apps portfolio that already counts with around 240 applications and an established partnership with fourteen different car brands, Faurecia Aptoide is at the forefront of the automotive industry, supporting Android developers to develop the next generation of in-car infotainment.

In the field of smart cockpits, we established a long-term partnership in 2023 with CHERY. We will jointly develop a smart cockpit software and a hardware platform integrating FORVIA's products and technologies to create an in-vehicle and out-vehicle systematic, integrative, and intelligent brand-new user experience.

Through Symbio, our joint-venture with Michelin and Stellantis, we have accelerated in the hydrogen market with the objective to develop new generation of fuel cells and mass produce them. We opened our Gigafactory in Saint-Fons in 2023, which represents one of the largest fuel cell stack and system production sites in Europe and will have a total production capacity of 50,000 systems per year by 2026.

Investment in start-ups and technology platforms

FORVIA has developed a worldwide scouting activity to detect and invest in start-ups with relevant technologies for Sustainable Mobility and Cockpit of the Future.

In 2019, we made initial investments in two start-ups: Outsight for sensors and GuardKnox for cybersecurity. In 2020, we acquired a Canadian start-up, IRYStec Software, to enhance user experience of cockpit display systems. In 2021, we acquired intellectual property assets of uMist Technologies Ltd., a Swedish start-up specialised in biomimetic spray technology, to accelerate our technology leadership for commercial vehicles ultra-low emissions.

We collaborate with local start-up ecosystems, establishing strong connections in major innovation clusters, and to closely follow emerging trends and new technologies. The Group's platforms are located in Silicon Valley, Toronto, Shenzhen, Paris and Tel Aviv. The Tel Aviv platform was inaugurated in 2019 and concentrates on cyber security.

In April 2021, FORVIA, Groupe Renault, Knauf Industries, Simoldes, and Coşkunöz, in association with IBM, have signed a partnership contract for the deployment of XCEED (eXtended Compliance End-to-End Distributed), a blockchain based shared solution to trace the compliance of thousands of parts assembled in a vehicle in almost real time.

In June 2021, we acquired designLED, the Scotland-based company specialised in advanced backlighting technologies, to strengthen our offer for display technologies and enrich the immersive experiences for the Cockpit of the Future.

Academic partnerships and collaborative innovation

We work with over 25 academic organizations in open innovation networks, to test, assess and develop prototypes in order to obtain the relevant information to position research for the Group. Important partnerships include those with École Centrale de Nantes for composites, the Collège de France and French Alternative Energies and Atomic Energy Commission (CEA) for polymers and fuel cell technologies, Technische Unversität Dortmund for metals, Supelec-Esigelec for mechatronics, the Indian Institute of Science for sensors and CentraleSupélec for Artificial Intelligence (AI).

Collaborative approach to promoting sustainable mobility solutions

Our CEO is one of the CEOs involved in the governance of Movin'On, an innovative and collaborative think tank aimed at defining mobility trends and setting up pre-competitive studies between the partners. Through its communities of interest, Movin'On develops a common vision on specific topics and promotes collaborative intelligence to experiment new mobility solutions.

We are also part of the executive group of the Hydrogen Council. The Hydrogen Council is a global initiative of leading energy, transport and industry companies with a united vision and long-term ambition for hydrogen to foster the energy transition. We also play a key role in the World Materials Forum in relation to sustainable mobility.

Our CEO is co-chair of the CNH (French National Hydrogen Council) which is aiming at implementing the French hydrogen strategy.

We are at the head of the FORCE consortium developing a low cost carbon fibre from natural resources.

ESG as business driver with net zero leadership forthcoming

We are the first automotive company in the world with an SBTi-approved net zero roadmap. We are targeting to be carbon neutral in scopes 1 and 2 by 2025, reduce by 45% our scope 3 emissions by 2030 and reduce by 90% our scope 1, 2 and 3 emissions by 2045. We have a comprehensive approach that encompasses all the value chain from products sourcing to end of use.

Our suppliers are a key element of our performance, and we aim to create together a responsible supply chain. Purchases of goods and services represent 66% of controlled emissions in scope 3. As such, selecting suppliers with CO_2 targets in line with those of FORVIA is key to help us achieve our carbon neutrality goal. We continue to raise awareness among our suppliers on the need for a CO_2 commitment supported by Executive Management, and a gradual increase of their EcoVadis score.

During the production phase, we are committed to incorporate recycled materials in our products whenever possible. Through our subsidiary MATERI'ACT, we develop and produce unique cutting-edge materials with low, and ultra-low footprint with up to 85% CO_2 reduction versus current materials. The range of products includes recycled, bio-based and carbon-capturing compounds, bio-based foils, low CO_2 carbon fibres, and green steel for the automotive industry and beyond.

As per FORVIA Excellence System, we are targeting to reduce energy consumption through several levers including (i) energy savings (by 26% in 2023 compared to 2019), and (ii) increased use of renewable energy through both on-site production (target of installing more than 1.3 million m^2 solar panels) and off-site purchase.

In terms of R&D, we are significantly investing into sustainable mobility. FORVIA is convinced that hydrogen mobility and fuel cell technology will occupy an important place in the propulsion energy mix for the next 10 to 15 years. The Group provides automakers with complete hydrogen storage system integration for different vehicle architectures, offering delivery of end-of-line tested turnkey systems. The Group is positioned in three markets, estimated to have a potential of €20 billion, in which it aims to generate revenue of €3.5 billion by 2030. Meanwhile, we continue to invest in clean mobility and vehicle electrification.

We incorporate recyclability in our eco-design approach to anticipate the end-of-life phase and optimize production waste recovery. We systematically substitute for plastics that are not yet recyclable or difficult to recycle (PVC, thermoset or composite plastics such as polypropylenes loaded with glass fibres). We are also committed to offer repair solutions through our Lifecycle solutions unit which aims to extend lifetime of products used, hence helping to reduce CO_2 footprint.

FORVIA's ESG commitment is further evidenced by its sustainability-linked financing framework which aligns its business and financing with its commitments and values, by creating a direct link between its sustainability strategy and the funding strategy. Managers' compensation also integrates sustainability criteria, demonstrating again the commitment of FORVIA to embed ESG in the strategy of the Group.

Strong operational excellence delivering through Total Customer Satisfaction

Our Total Customer Satisfaction Program

The Total Customer Satisfaction Strategy (TCS) enhances and affirms FORVIA's competitive advantage in terms of quality and customer loyalty. Product safety occupies a central place in this strategy, which is deployed by the Group on all its sites through quality agreements and the sharing of the vision in all regions, while integrating local needs. Following the acquisition of HELLA in 2022, the Group's quality teams are working closely together to share best practices and harmonise the processes of each entity. To guarantee quality performance and thus improve the customer experience from the innovation phase to the after-sales guarantee, FORVIA focuses on four pillars:

(1) *program quality*: ensuring quality from the innovation phase to mass production by designing products and processes that meet customer expectations;

(2) *launch quality*: to start mass production with quality standards while meeting customer expectations;

(3) *operations quality*: checking the absence of defects within internal operations and with our suppliers;

(4) *customer experience quality*: aiming for benchmark performance and quality customer service.

FORVIA benchmarks performance using a customer satisfaction index. Our Total Customer Satisfaction program also comprises initiatives such as our Digitalisation initiatives and the FORVIA Excellence System.

Customer satisfaction index

The customer satisfaction index is used by FORVIA to assess its performance with regard to its customers. It combines relevant key performance indicators and customer perception: (1) *performance*: main indicator for customers based on the number of incidents and customer complaints; (2) *perception*: indicator based on a survey sent to all of the Group's customers, which includes a score from zero to five stars, zero being the lowest rating, five the highest. In terms of performance, complaints recorded has been reduced by 14% vs 2022 despite the increase in sales. In terms of perception, FORVIA achieved the score of 4.7 out of 5, above the target set at 4.5.

Digitisation for customer experience

In 2023, FORVIA developed a tool for reporting quality specifically designed to meet the requirements of its main customers. This tool provides an overview of their level of satisfaction at each point of contact throughout the customer journey: from the acquisition phase, through the program phase to mass production.

In addition to this tool, various indicators related to the customer experience, such as external complaints, costs related to quality defects and alerts issued by the Alert Management System (AMS), are centralized at Group level. These indicators are monitored using a dashboard. In this way, the quality team can quickly deal with problems reported by customers, identify defective products internally, and monitor the performance of each Business Group by site month after month. This automated feedback enables effective decision-making and the implementation of action plans without delay.

Across our sites, we deploy automated guided vehicles, data analysis, and 3D simulations to optimize operations. In 2023, more than 90 digital model plants were utilizing the latest digitalized tools and processes, and over 30 more are planned for 2024. Innovative approaches are tested in benchmark model plants before wider implementation. We are also exploring GenAI, with pilots anticipated in selected plants in 2024.

The FORVIA Excellence System

Starting in 2023, we released the new FORVIA Excellence System (the "**System**"), which aims to deliver best-in-class industrial performance in an increasingly competitive world. With FORVIA Excellence System, we are taking a next step toward our ambition to become a sustainable mobility technology leader.

Over the past year, both FORVIA and HELLA have come together to align on a common set of operational principles. The result of this work, FORVIA Excellence System combines the strongest elements of the prior

Faurecia Excellence System and the HELLA Production System while embedding our digital tools and common Sustainability roadmap.

The System focuses on our key priorities: Total Customer Satisfaction, Sustainable Competitiveness, and Talent Development, all within a safe working environment. We intend the System to contribute to our operational efficiency and aim to deliver flawless program management to fulfil the Group's POWER25 profitability target. The System delivers a 360-degree approach to operations and covers a wide range of topics, from production and launches to production control & logistics, health, safety and environment, human resources, quality and plant management.

The main evolutions of the System include:

- Managing full profit and loss scope and performance improvement to reach benchmark status.
- Optimizing our execution in a volatile environment through digital solutions, now largely deployed and accelerating our continuous improvement by leveraging data.
- Raising environmental impact awareness, to build a sustainable future for the company and honour our commitment to reach CO_2 net zero by 2045.

The implementation of the System across all FORVIA sites is anticipated by 2025. This journey towards sustainable excellence starts with the understanding of what the FORVIA Excellence System means to our organization, how it is developed, and how it is going to be implemented.

Our FORVIA Education Path will help develop the right level of understanding and ownership of this new system, in particular among shopfloor teams, whose empowerment and engagement is pivotal.

Everyone, from operators to management, in plants, divisions, Business Groups and Functions, must ensure we give the right focus, energy, and resources to achieve our business goals through the strong application of FORVIA Excellence System.

FORVIA Excellence System implementation will guarantee the stability, sustainability and performance of our plants, thus the competitiveness of our Group.

Awards

We believe that the numerous awards that we have received from our customers and our record order intake over the last few years demonstrates the confidence of our customers in our Total Customer Satisfaction strategy. We are a strategic partner of many of our major customers, receiving 70 customer recognition awards in 2021 for global performance, manufacturing excellence, cost savings and innovation. In particular, we received a General Motors Supplier of the Year Award, a Ford World Excellence Award and a Cummins Covid-19 outstanding supplier award.

Notable new business awarded to us in 2023 included:

- Complete Seat for Volvo Truck V700;
- Head Lamp & Taillight for Global Vehicle Company Model;
- Complete Seat for VW Small BEV Spain;
- Complete Seat for Global Vehicle Company Model;
- VW Radar 77 GHz 5G3 MEB;
- Cockpit Electronic for Honda Civic;
- Door Panel for Mercedes Vito Spain;
- Metals for BYD Tang; and
- Autonomous Driving for segment B, C, F for Stellantis.

Among others, we also achieved the following recognition awards over the last few years:

- our H_2 activities have been selected as an "Important Project of Common European Interest" ("**IPCEI**") pursuant to the European Commission's criteria by the French Government and will be allocated €213 million (those of Symbio (50/50 joint venture with Michelin) have also been selected);
- inclusion of FORVIA in the Euronext CAC 40 ESG® index;
- PACE award at the Automotive News magazine's PACE awards for developing the "Resonance Free Pipe™" (RFP™);
- supplier award at the General Motors' 2019 Supplier of the Year event;
- four "Winner" and two "Special Mention" awards at the 2020 German Innovation Award competition;
- outstanding program leadership award at the EcoVadis annual 2020 Sustainability Leadership Awards;
- supplier award at the 2019 Groupe Renault Supplier event for our operational performance;
- two innovation awards at the 2019 Shanghai Automotive Show for our Cockpit of the Future innovations;
- "Best Quality Mindset award" at the Groupe Renault Suppliers event for our Pitesti (Romania) plant in 2019;
- PACE finalist at the Automotive News magazine's PACE award for our Perceptual Display Platform Vision; and
- IRYStec named 2021 Automotive News magazine's PACE award winner.
- Five FORVIA Innovations were named Automotive News PACE and PACEpilot Finalists. FORVIA was honoured to have five technologies selected as finalists for the 2023 Automotive News PACE and PACEpilot Awards, including
  - Forvia's Immersive display system; and
  - Forvia's All-in-one seating innovation.
- FORVIA received three accolades at the European Association of Automotive Suppliers, CLEPA, Innovation Awards 2023.for
  - Automatic Diagnostics;
  - NAFILean-R; and
  - XL Tank.
- FORVIA received four accolades at the CES 2024 Innovation Awards in the category "Vehicle Tech & Advanced Mobility":
  - Hella's Flatlight | µMX technology;
  - Skyline Immersive Display;
  - eMirror Safe UX; and
  - Light Tile for Transparent Door.

Focus on profitability, financial discipline and resilience

Our profitability and financial discipline form an important foundation for our transformation and sustainable value creation. Over the past several years we have achieved significant improvements in our profitability. Our operating income increased from 3.5% of sales in 2013 to 5.3% of sales in 2023. Although our operating income decreased to 2.9% of sales for the year ended 31 December 2020 as a result of the significant impact of the Covid-19 pandemic and resulting economic crises, our operating income recovered strongly for the year ended 31 December 2021. We reported a resilient operating income of €862 million for the year ended 31 December 2021, representing 5.5% of sales, despite a semiconductor shortage and increase in raw material prices throughout the year. For the year ended 31 December 2022, we reported an operating income of €1,060.5 million, representing 4.4% of FORVIA's total sales, reflecting the impacts of inflation, volatility in automotive supply chains related to the war in Ukraine, and the Covid-19 related lockdowns in China during the period. For the year ended 31 December 2023, we reported an operating income of €1,439.1 million, representing 5.3% FORVIA's total sales, reflecting a robust rebound in production across all regions, facilitated by residual improvement of supply chains and an automotive market recovering to its pre-Covid levels.

Throughout 2023, we maintained sufficient liquidity and we ended the period with €4,273.9 million of available cash and cash equivalents as at 31 December 2023, compared to €4,201.1 million as at 31 December 2022. We also had €1.95 billion of undrawn commitments, collectively, under the Syndicated Credit Facility and the HELLA Credit Facility as at 31 December 2023. We reported net debt of €6,987.3 million as at 31 December 2023 compared to €7,939.1 million as at 31 December 2022. The ratio of our net debt as at 31 December 2023 to our adjusted EBITDA for the year ended 31 December 2023 fell to 2.1x, showing deleveraging from 2.7x as at 31 December 2022, due in part to the use of proceeds from the completion of our €1 billion disposal program in 2023.

Structural actions and cost flexibility

We are also implementing structural changes to make our cost structure more flexible in order to increase our agility and resilience. We aim to rationalise and optimise our industrial footprint and tightly manage our direct and indirect headcount, in addition to other selling, general and administrative cost-cutting measures. These measures have become increasingly important to us in the post Covid-19 environment.

We generally seek to pass through increased raw material costs to our customers through a variety of means. Certain raw material cost fluctuations, such as for monoliths, are directly passed through, whilst others are passed through (typically with a time lag) through indexation clauses in our contracts. In addition, we seek to pass through certain other raw material costs to customers through periodic price reviews that are part of our contract management. Our ability to pass through such costs has had a positive impact on our margins and profitability. The impact of inflation in costs has been reduced by offsetting increases in steel and chemical prices through our contractual pass-through to customers. We estimate that our contractual pass-through policies have helped mitigate the impact of inflation in our raw materials costs by an average of over 84% in 2023 and we believe that ongoing negotiations with customers will continue to mitigate inflationary impacts in 2024.

The Group's operations are not highly energy-intensive: in 2023, FORVIA and HELLA, taken together, had energy costs (of which approximately 90% related to electricity and approximately 10% related to gas) that amounted to approximately €304 million, representing only 1.1% of sales.

The Group has hedging policies in place that aim to protect our energy costs from the current sharp rise in electricity and gas prices. On top of these hedging policies, we have implemented energy savings measures and accelerated energy self-production through the installation of solar panels at our sites, which are capable of generating approximately 57 MWp of additional energy. FORVIA is continuously working on its renewable electricity generation. In 2023, we had 120GWh of electricity being produced from renewable (solar and wind) installations. We aim to have up to 700GWh of renewable capacity in 2024.

As a result, our total energy costs grew by only 27% compared to 2021, excluded volume impact, whereas energy prices increased approximately 65% in the same period.

We seek to achieve steady and predictable levels of capital expenditure and working capital. We are still planning to grow while limiting our capital expenditure and capitalised R&D requirements by seeking better capital expenditure allocation.

Two experienced governance bodies driving strategy and execution

We have two governance bodies, the Board of Directors and the Executive Committee, responsible for deciding and implementing our strategy.

The Board of Directors

The Board of Directors oversees our business, financial and economic strategies. This 14-member body, including 10 independent board members and 2 board members representing employees, meets at least four times a year. Three permanent committees are tasked with the preparation of discussions on specific topics: the Audit Committee, the Governance, Nominations and Sustainability Committee and the Compensation Committee. They make proposals and recommendations and give advice in their respective areas.

With their diverse backgrounds, experience and skills, our board members offer us their expertise, support in defining our strategy and tackling the challenges that we face within the context of our transformation and strategic direction.

The Executive Committee

Our executive functions are performed by an Executive Committee that meets monthly to review our results and oversees our operations and the deployment of our strategy. It discusses and prepares guidelines on important operational subjects, and its decisions are then deployed throughout the Group.

Experienced Management Team

Our management team has significant experience in the industry. Patrick Koller, our CEO, has been with the Group since 2006. Prior to becoming our CEO, he was Executive Vice President at our Seating business group from 2006 to 2015. Bernard Schaferbarthold, HELLA's CEO, previously HELLA's CFO, has been a member of HELLA's Management Board responsible for HELLA's Finance and Controlling functions since 2016 and has remained with HELLA since 2013. The majority of the members of our Executive Committee have spent most of their careers in the automotive industry. We believe that the experience, industry knowledge and leadership of our management team will help us implement our strategy described below and achieve further profitable growth.

The governance structure of the Forvia Group compromises separate but complementary governance bodies at FORVIA SE and HELLA GmbH & Co. KGaA with efficient decision-making processes within each governance body. This governance model allows the Group's companies to work together effectively, while adhering to the governance principles required for Forvia SE and Hella.

Strategy

We have adopted a transformation strategy to benefit from the four major trends of connectivity, autonomous driving, new mobility solutions and electrification which are disrupting the automotive industry. Our strategy is to develop innovative solutions for Sustainable Mobility and the Cockpit of the Future.

We implement our strategy by: (a) making significant investment in innovation and accelerating the integration of new products into the market through a strong ecosystem of strategic and technology partnerships; (b) focusing on operational efficiency and resilience through our Total Customer Satisfaction programme and digital transformation program; and (c) maintaining a strong culture based on our core convictions and values.

Through our Sustainable Mobility strategy, we are facilitating the transition to clean mobility by developing solutions for fuel efficiency, zero emissions and air quality. Societal and political pressure on the automotive industry to reduce emissions has never been higher. As stringent new regulations are introduced around the world, and with demand for electrified vehicles consistently increasing, we have made sustainable mobility a strategic priority. We are addressing the major segments for internal combustion engines and electric vehicles by developing solutions for light vehicles, commercial vehicles and high horsepower engines.

Our Cockpit of the Future strategy provides solutions for a more connected, versatile and predictive environment, and responds to the increasing trend for autonomous and connected vehicles. The Cockpit of the Future will allow personalised consumer experiences combining functionalities such as infotainment, ambient lighting, postural and thermal comfort and immersive sound.

We believe that we are uniquely positioned to deliver solutions for Sustainable Mobility and Cockpit of the Future through our leading market positions in our Clean Mobility, Seating and Interiors businesses and through the addition of HELLA's Lighting business and combination of Faurecia Clarion Electronics with HELLA's Electronics business.

The HELLA Acquisition has been a strategic opportunity for us, enabling us to emerge as the world's seventh largest supplier to the automotive industry, with a cutting-edge technology portfolio that addresses the major trends in the industry, and to achieve the combination of two highly complementary companies focused on innovation, operational excellence, customer satisfaction and environmental, social and governance ("**ESG**").

Sustainable Mobility

Our current sustainability strategy rests on a long-term view towards becoming a leader in zero-emissions hydrogen solutions while developing innovative solutions for electric and hybrid vehicles in the near term. To that end, our strategic roadmap for Sustainable Mobility focuses on the following four areas:

- developing hydrogen solutions for zero emissions;
- developing solutions for ultra-low emission passenger vehicles;
- developing solutions for ultra-low emission commercial and industrial vehicles;
- developing sustainable and smart materials;
- developing aftersales and repair services.

Sustainable Mobility – Hydrogen solutions for zero emissions: We believe hydrogen mobility will accelerate rapidly and achieve significant adoption by 2030. Hydrogen can be produced from various energy sources and is a storable energy carrier that generates no CO_2 emissions or polluting gasses when used in vehicles.

We believe that hydrogen is very well suited to commercial, heavy-duty on- and off-road vehicles, as well as high-horsepower engines, giving it the potential to transform transportation and logistics. By 2030, it is estimated that three to five million vehicles equipped with fuel cell technology will be on the roads (*source: Hydrogen Council Discussion Paper 2018*). Since 2018, we have halved the cost of our fuel cell systems and our objective is to continue to reduce the cost significantly. We are developing the next generation of hydrogen systems for commercial and light vehicles, heavy-duty trucks and industrial applications. We currently have the ability to produce several thousands of hydrogen storage systems per year and we aim to significantly increase our production capacity.

We aim to become a leader both in hydrogen storage systems and distribution services, which we develop in-house and for which we have created a centre of excellence in France, and in fuel cell stack systems and services produced by Symbio. We are well-positioned in both of these key elements of fuel cell systems, which we estimate represent 75% of the value chain. Since 2018, we have invested over €380 million in hydrogen technology development. The market is expected to grow to €20 billion in 2030. FORVIA and Symbio – our zero emission hydrogen joint venture with Michelin and Stellantis – have registered a cumulated order intake of €1.2 billion aligned with the long-term ambition of FORVIA as a leader in hydrogen with targeted revenues of €3.5 billion in 2030.

We inaugurated our first mass production plant of hydrogen storage in Allenjoie, France (with a capacity of 100,000 tanks a year, as of 2023).

We further accelerated hydrogen activities in 2023 with the inauguration of SYMBIO's gigafactory Symphon'hy in France. The new factory has a current production capacity of 16,000 fuel cell systems, to reach 50,000 fuel cell systems by 2026, paving the way for large-scale production and supporting its customers in their drive for low-carbon transport. It represents Europe's largest integrated site producing hydrogen fuel cells.

In line with this ambition, in 2020 we inaugurated our global centre of expertise, which aims to develop lightweight and cost-competitive hydrogen storage systems. Located in Bavans, France, the centre is dedicated to the design and tests of these systems. Our homologated tanks (350 / 700 bar) will also be produced at this new centre. With this global centre, we also aim to develop new industrial processes to accelerate production and develop innovative materials and smart tanks to reduce the cost of the systems and increase their safety, durability and recyclability.

Moreover, in 2020, we acquired Ullit for high-pressure tanks. We believe this acquisition with Ullit's patented technology for impermeable tank shells will help reinforce our unique hydrogen ecosystem. We recently acquired a majority share in CLD, one of China's largest high-pressure tank manufacturers. We are working with CLD to develop and manufacture type III and IV hydrogen storage tanks for the Chinese market.

Sustainable Mobility – Solutions for ultra-low emission passenger vehicles: The requirement for increasing content in the powertrain to meet emissions control regulations, as well as the need for significant reduction in CO_2 emissions, drive the need for several of our key technologies which we estimate will increase the overall value of the exhaust line by 20% by 2030. We supply post-treatment systems for internal combustion and hybrid powered engines in order to reduce emissions and noise levels and recover lost energy.

The key technologies for fuel economy and emissions reduction that are already in production or will be by 2025 are the Electric Heated Catalyst ("**EHC**") solutions including a pre-heating function that can give a near zero emissions vehicle, and a combined Exhaust Gas Recirculation ("**EGR**") / Exhaust Heat Recovery Systems ("**EHRS**") which can give over 3% CO_2 savings.

Electrification also drives demand for ultra-quiet vehicles and we have developed products to reduce engine noise through advanced exhaust line architecture, electric valves and resonance free pipes.

Sustainable Mobility – Solutions for ultra-low emission commercial and industrial vehicles: We are anticipating the ongoing emissionisation of all commercial vehicles, particularly in growth markets like China and India, where regulations are converging towards European and North American standards. Technologies such as our heated doser contributes to ultra-low NOx emissions by operating efficiently even at lower temperatures and is compatible with current and future after treatment architectures.

In 2018, we acquired Hug Engineering, the European leader in complete exhaust gas purification systems for high horsepower engines. In 2020, stringent regulations were implemented in all regions both for stationary and marine applications. In order to adapt to stricter emission regulations and to improve air quality, we developed "Electric Heated Catalyst" technology that will enable the emission control system in vehicles to reach its maximum efficiency at a faster pace.

Sustainable and smart materials: we design products taking into account their entire life cycle, from the use of resources and raw materials to their eco-design and recyclability at the end of their life. We offer bio-sourced materials that reduce the weight of parts and their carbon footprint. In 2022, we launched MATERI'ACT to develop and produce sustainable materials with up to 85% CO_2 reduction versus current materials. MATERI'ACT develops, sources, produced and sells cutting edge materials including recycled, bio-based and carbon-capturing compounds, bio-based foils, low CO_2 carbon fibres, and green steel.

Sustainable Mobility – Aftersale and repair services: we offer solutions to extend the vehicle lifecycle and participate to the circular economy.

Safe, Customised and Advanced Mobility

From our leading position in our Seating and Interiors business groups, we have undertaken a series of acquisitions and partnerships which gives us a unique position in interior modules and systems architecture. The creation of Faurecia Clarion Electronics, regrouping the complementary technologies of Clarion, FCE Europe and Coagent Electronics, technology companies CovaTech and Creo Dynamics, as well as an ecosystem of start-ups and partners, provides us with the electronics, software, computer vision and artificial intelligence competences to deliver on our vision of the Cockpit of the Future.

We completed the acquisition of the remaining 50% of our joint venture with Continental Automotive GmbH on 30 January 2020, a project that was announced on 14 October 2019. SAS Autosystemtechnik GmbH und Co., KG ("**SAS**") is a leader in cockpit module assembly, logistics and Just-in-Time delivery. The acquisition provides us with expertise in complex logistics and assembly and reinforces our systems integration offer to cover the full range of interior modules. SAS has strong growth potential in North America and China and has also shown a very strong order intake in 2020.

Safe Mobility: Autonomous driving will lead to the development of new uses for the interior of vehicles. As occupant positions may no longer need to be fixed facing forward and upright, users will have more freedom to do other tasks during their journey. To ensure that passengers are safe in all seated positions, features such as airbags or the seatbelt can be integrated directly into the seat. This technology called the Advanced Versatile Structure ("**AVS**") allows occupants to drive, relax and work safely and efficiently. Smart kinematics effortlessly recline, lift, adjust and swivel the seat, and then return it smoothly and quickly back to the upright or driving position. Through our partnership with ZF, we are developing safety systems so that passengers can continue to travel safely in any seated position, whether they are driving, working or relaxing.

Customised Mobility: We are also developing solutions that provide an optimal onboard experience and enhance wellness. Through close monitoring of the thermal and postural comfort of the occupants, the cockpit will learn each occupant's preferences over time and leverage artificial intelligence to make adjustments so that people feel better at the end of their journey.

In terms of personalised sound experiences, we are combining activated sound surfaces, smart headrests integrating local ANC, IP and telephony, and high-end premium sound, such as that provided through our partnership with Devialet.

In terms of immersive driving experiences, we concluded a contract in 2023 with a German OEM to introduce VIBE, its immersive technology that embeds tactile sensations within the car seat. After five years of R&D in collaboration with Aurasens, pioneers in vibro-haptic composition, VIBE is expected to debut in a next-generation premium SUV by the end of 2025.

Advanced Mobility: We are focused on developing "smart surfaces" for drivers' expecting greater intuitive interaction with their vehicles. "Smart surfaces" combine traditional vehicle interior surfaces, such as the dashboard, with digital displays that are able to control cockpit temperature, sound and lighting. Increased connectivity in vehicles will drive new business models for upgradability, retrofit and services across the vehicle lifetime. We have developed a number of partnerships for connected services, for example with Microsoft for cloud connectivity, and Accenture for digital services.

In May 2019, we announced a 50/50 joint venture with Aptoide, one of the largest independent Android app stores to develop and operate Android app store solutions for the global automotive market. This joint venture offers OEMs an affordable and secured automotive apps market, available worldwide with adaptable content per region. The Aptoide app store offers one million Android apps covering a variety of use cases such as gaming, navigation, content streaming services, point of interest recommendations or parking. Aptoide also offers an integrated secure payment mechanism supporting OEM strategies for service monetization, whilst securing the vehicle and occupants' data privacy.

In May 2019, we announced an investment in GuardKnox, an Israeli automotive cybersecurity provider, to reinforce passenger safety and data security in the connected car and for new user experiences. This investment allows us to offer comprehensive cyber defense solutions (hardware and software) for connected and autonomous vehicles.

Sustainable Development

The political and societal drive towards addressing climate change has now reached the forefront of the agenda in many countries and regions of the world. The Green Deal in Europe to reduce greenhouse gas emissions by 55% in 2030 and to have no net emissions in 2050 is a clear demonstration of this, as is the emphasis put on renewable energy in economic recovery plans. With transport accounting for around one quarter of global CO_2 emissions and passenger vehicles accounting for around 10%, the automotive industry has a strong responsibility to reduce greenhouse gas emissions and reduce its environmental impact. We believe these actions with respect to climate change present a number of opportunities for us. In September 2021, we joined *Entreprises pour l'Environnement* (EpE), a French association bringing together more than 60 French and international companies from all business sectors, willing to better include the environment in their strategy and business decisions.

Sustainable development is fully integrated into our transformation strategy and corporate culture. Within this cultural framework, we have defined six convictions and six values that guide our actions and behaviours. Our six convictions form the basis of our corporate social responsibility ("**CSR**") strategy, "Inspired to Care", and our CSR roadmap.

Our CSR roadmap is based on the following main projects:

- *Achieving Net Zero by 2045*, with 2 intermediate milestones: CO_2 neutrality on scopes 1 & 2 emissions by 2025; and a reduction of 45% on scope 3 emissions by 2030 (compared to 2019) by focusing on three main levers: "use less", "use better" and "use longer". We design our products for scope 3: working with fewer virgin material, transitioning to frugal architecture, and creating products that last longer and are easier to recycle.

- *Developing more sustainable materials into our products.* We intend to use more sustainable and/or recyclable materials, reducing the amount used and extending their lifespan, to help reduce the overall environmental impact of our products. For example, we have introduced our "Seat for the Planet" and "Interiors for the Planet" innovation programs to advance use of sustainable, low carbon emission and/or recyclable materials in our products. Under our "Interiors for the Planet" program, we have launched the NAFILean™ and NFPP Family product lines.

- *Innovating for Sustainable Mobility and Cockpit of the Future*. We intend on accelerating our transition towards clean mobility solutions through our investment in hydrogen technologies, such as our collaboration with Michelin via the Symbio joint venture. We believe our new Business unit, Faurecia Clarion Electronics will offer various growth opportunities for our Cockpit of the Future solutions. We have also partnered up with various industrial partners and invested in start-ups to accelerate innovation in our Sustainable Mobility and Cockpit of the Future strategies.

- *Committing to Total Customer Satisfaction*. We launched our Total Customer Satisfaction program in 2019. The program aims at capturing a holistic picture of customer satisfaction and feedback, both in term of performance and perception of the overall value chain, from order taking to the start of production.

- *Engaging suppliers for sustainable procurement and supply chains*. Our purchasing policy is an integral part of our social and environmental responsibility. Our suppliers have to comply with our supply chain requirements to assist us in achieving our carbon neutrality goal. We rely on our partner, EcoVadis, in assessing our suppliers in terms of their social and environmental responsibility.

- *Developing an inclusive culture for hiring and retention of talent*. We have launched an inclusive management approach, with particular emphasis on gender diversity. Through this approach we aim to better understand and promote the contribution of diversity in our teams to increase creativity, positivity and better results amongst our employees. We aim to achieve this by focusing on three areas: training management teams developing future talents and recruiting high-potential candidates. In May 2021, we hosted a first-of-its-kind global event dedicated to diversity and inclusion. Two virtual sessions were organized to celebrate the many initiatives happening across the company. Focus was placed on gender diversity, an area where we are committed to progressing.

- *Promoting training and apprenticeships to prepare for the major changes of the future*. We provide training to our employees through our internal training universities to enable all employees to understand the fundamentals of their relevant business area, integrate technological developments and adapt to the changes in our external environment.

- *Committing to projects with a social impact*. In March 2020, we launched our corporate foundation to contribute to supporting and developing projects that promote education, mobility and the environment. In the second half of 2020, we initiated projects to promote these three areas in India, Mexico and Morocco and in 2021 eight more employee solidarity projects were supported in China, Europe and the Unites States.

Ambition to achieve CO_2 neutrality for all scopes 1,2 and 3 by 2045.

We are committed to tackling climate change and have launched an ambitious programme to become CO_2 neutral by 2045. Through this program, we aim to both reduce our environmental impact and create long-term value across our entire supply chain. We are investing in innovation to advance the sustainability of our products and industrial processes across all of our businesses.

We have developed a plan in three steps to achieve this goal. This plan is validated by the Science Based Targets initiative ("**SBTi**"). FORVIA is the first automotive company whose CO_2 neutrality has been validated by SBTI against its new "net-zero emissions" standard.

The steps in FORVIA's plan to achieve CO_2 neutrality are as follows:

- *By 2025:* we aim a reduction of at least 80% in Scope 1 and 2 emissions across all our sites compared to 2019. We have been leveraging partnerships with major energy players since 2019 to implement and accelerate energy reduction strategies, generate green power at our own sites, and purchase renewable energy.

- *By 2030:* we aim to reduce our scope 3 emissions by 45% compared to 2019, including. controlled emissions of our products and emissions of vehicles equipped with our products. We are focusing on the use of sustainable materials, the development of eco-design (frugal architecture) and the Life Cycle Analysis of our products. These levers enable the CO_2 neutrality strategy to be managed across the entire supply chain.

- *By 2045:* we aim to achieve CO_2 neutrality by reducing our scopes 1,2 and 3 emissions by at least 90% (compared to 2019) and we will focus on neutralizing our residual emissions by promoting CO_2 sequestration solutions in our products.

FORVIA's Scope 1 & 2 strategy is based on:

- *Energy frugality:* from 2019 to 2023, we reduced our energy intensity by 26%. To roll out energy efficiency programs, the Group has entered into partnerships with Schneider Electric, Engie and GreenYellow. These contracts cover more than 60 sites and have enabled reductions in the consumptions of the sites concerned.

- *Replacing fossil fuels with renewable energies:* in 2023, the group has contracted two virtual power purchase agreements in Northern Europe providing up to 642 GWh/year of renewable electricity. These projects make it possible to decarbonize more than 70% of FORVIA's European consumption, and more than 25% of its global electricity consumption. They are now in production. Forvia has also signed partnerships with Engie and EDP to develop the production of photovoltaic electricity for self-consumption on its sites. To date, 50 sites have contracted a project for a projected capacity of 61MWp. All new sites commissioned are now compatible with the installation of roof-based solar panels. In 2023, FORVIA signed a partnership with Schneider Electric, "Electrification as a service", aimed at electrifying heating systems and gas-powered processes.

To reduce Scope 3 emissions, the Group is developing materials with an ultra-low CO_2 footprint

- FORVIA has created a dedicated entity, MATERI'ACT, a pure player in sustainable materials in 2022. In late 2023, we inaugurated our world-class R&D centre in Villeurbanne, France, where we develop and industrialize innovative ranges of low CO_2-materials from sustainable foils bio-based and recycled plastic compounds, and carbon fibres with an ultra-low footprint, enabling a reduction in CO_2 emissions up to 85% by 2030 compared to existing materials.

- FORVIA is also the co-founder of the company GravitHy, which will produce very low carbon steel from hydrogen (creation of a plant in France planned for 2027).

Planet, Business and People

Guided by the United Nations Sustainable Development Goals, our CSR Strategy, "Inspired to Care", is structured around three pillars: Planet, Business and People.

- *Planet:* We are seeking to reduce the carbon footprint of our sites and activities through energy and transport purchases. We are also addressing the carbon footprint of our products by using more environmentally friendly materials and processes. We have an ambition to be CO_2 neutral for all scopes 1,2,3 by 2045. Our emissions reduction targets have been approved by SBTi as compatible with the reduction required to limit global warming to 1.5°C. We have signed contracts with several Energy partners to develop an action plan to optimize energy sourcing and to use less energy and clean energy across all of our sites.

- *Business:* We are seeking to innovate and develop solutions for increasingly clean mobility. With organizations being challenged to be increasingly agile and faster, we work towards being more vigilant and compliant with the highest ethical business standards. Our goal is to become the preferred reference partner of sustainable mobility in the market. The Group is a board member of the Hydrogen Council, which is a global initiative bringing together more than 140 leading companies in the field of energy, transport, industry and investment. The group is also a member of Hydrogen Europe and the National Hydrogen Council in France. Since its creation in 2021, it has been co-chaired by Patrick Koller, Chief Executive Officer of FORVIA SE.

- *People:* We are implementing stringent workplace safety and risk prevention policies. To prepare the teams for future changes, we provide many different types of training to as many employees as possible. To attract and develop talent, we favor a more inclusive culture. As a global company, our goal is to increase our role towards society by contributing to solving social issues.

In line with our convictions, we adhere to international initiatives for sustainable development. The Group is a signatory of Global Compact and contributes to the ambitions of the 17 Sustainable Development Goals of the United Nations. We are also a signatory of the French Business Climate pledge and have committed to following the recommendations of the Task Force on Climate Financial Disclosure. The Group is also committed through the Act4nature global alliance to act in favour of biodiversity with concrete actions planned. Finally, FORVIA has been a signatory of the Women Empowerment Principles (WEPs), an initiative established by the United Nations Global Compact and UN Women.

The Transactions

The Offering

The proceeds of the Notes will be used to (i) fund the repurchase of the 2025 Notes and the 2026 Sustainability-Linked Notes accepted for purchase in the Tender Offers, (ii) pay fees and expenses incurred in connection with the Tender Offers, including net premiums and accrued and unpaid interest on the 2025 Notes and the 2026 Sustainability-Linked Notes, and the offering of the Notes, and (iii) to repay certain outstanding indebtedness of the Issuer or any of its subsidiaries. See "*Use of Proceeds*" and "*Capitalization*".

Tender Offers

On February 28 2024, we commenced cash tender offers (the "**Tender Offers**") for the 2025 Notes and the 2026 Sustainability-Linked Notes, subject to the terms and conditions set forth in the related tender offer memorandum. The Tender Offers will expire on 6 March 2024, unless extended or earlier terminated.

The aggregate principal amount of 2025 Notes and 2026 Sustainability-Linked Notes purchased in the Tender Offers, taken together, will not exceed an amount equal to the total principal amount of the Notes issued hereby *less* €250,000,000 (the "**Total Maximum Acceptance Amount**") and the aggregate principal amount of the 2026 Sustainability-Linked Notes purchased pursuant to the Tender Offers will not exceed €150,000,000 (the "**2026 Sustainability-Linked Notes Sub-Cap**").

The consummation of the Tender Offers is subject to the completion of this Offering (the "**New Issue Condition**") and certain other conditions. The consummation of this Offering is not contingent upon the successful completion of the Tender Offers. We cannot assure you that the Tender Offers will be completed on the terms described herein, or at all, nor can we assure you that the Tender Offers will result in any of the 2025 Notes or the 2026 Sustainability-Linked Notes being tendered and accepted for purchase. Nothing herein shall be construed as an offer to purchase any series of the 2025 Notes or the 2026 Sustainability-Linked Notes, as the Tender Offers are being made only to the recipients of, and upon the terms and conditions set forth in, the related tender offer memorandum. We may amend the Tender Offers in any respect in relation to the 2025 Notes or the 2026 Sustainability-Linked Notes or waive any condition to the Tender Offers (including the New Issue Condition described above), in each case, subject to applicable law. The final amounts accepted in the Tender Offers will be subject to the final amounts of tenders received Tenders of the 2025 Notes will in all cases be accepted in priority to tenders of the 2026 Sustainability-Linked Notes.

Crédit Agricole Corporate and Investment Bank, MUFG Securities (Europe) N.V., BofA Securities Europe SA, Banco Santander, S.A. are acting as dealer managers for the Tender Offers, for which they will receive customary fees, indemnification against certain liabilities and reimbursement of expenses. Additionally, certain of the Initial Purchasers or their affiliates may be holders of the 2025 Notes or 2026 Sustainability-Linked Notes and, accordingly, may receive a portion of the proceeds of the offering if those 2025 Notes or 2026 Sustainability-Linked Notes are tendered and accepted for purchase in the Tender Offers.

We refer herein to the Tender Offers, the Offering and the use of proceeds thereof, together, as the "**Transactions**."

Recent Developments

HELLA Schuldschein

On 22 January 2024 HELLA launched a €100 million senior unsecured Schuldschein issue (the "**HELLA SSD**"), with the possibility of increase if driven by demand. The HELLA SSD is proposed in three tranches with tenors of three, five and seven years with floating and fixed interest rates. Proceeds are expected to be used for general corporate purposes, including the refinancing of a portion of the maturing HELLA 2024 Notes. Landesbank Hessen-Thuringen Girozentrale and Landesbank Baden-Wurttemberg act as joint lead arrangers. The orderbook closed on 27 February 2024 and pricing and allocation of the fixed rate tranches are expected on 28 February 2024. The transaction is expected to settle on 12 March 2024.

EU Forward

Our ambitions and targets for our future results presented below constitute forward-looking statements and reflect our present ambitions with regard to future performance. Our future performance is subject to a number of important factors and uncertainties that could cause actual results to differ significantly from those described below. Although we believe that the ambitions reflected in these statements are based on reasonable assumptions given our knowledge of our industry, business and operations as at the date of this Offering Circular, we cannot give any assurance that these assumptions will prove to be correct, and we caution you not to place undue reliance on such statements. For more information, see "Forward-looking Statements" and "Risk Factors".

This information has been prepared by, and is the responsibility of, management and has not been audited or reviewed by Mazars or Ernst & Young Audit, nor have any procedures been performed by them with respect thereto. The below information is also based in part on preliminary results and estimates and is not intended to be a comprehensive statement of our financial or operational results.

On 19 February 2024, FORVIA announced the launch of its "EU Forward", a five-year project to reinforce competitiveness in Europe from 2024 to 2028.

The objectives of the EU Forward project are to:

- *Adapt the Group's operations to the fast-changing environment*

  Changes in the industry include the expected implementation of internal combustion engine bans in Europe through 2035 that oblige the industry to adapt to an evolving regulatory environment. We anticipate an acceleration in electrification and a structural shift in vehicle sales, with a decline from over 21 million light vehicles sold in 2019 to less than 17 million sold by 2030.

- *Prepare for the evolution of the OEM customer landscape in Europe*

  We anticipate the arrival of new entrants from Asia, with Asia expected to soon account for 60% of world vehicle volumes. Our aim is to secure our strong European Union ("**EU**") positions.

- *Improve FORVIA's profitability in the EU and rebalance FORVIA's regional mix*

  To address structural overcapacities in Europe, the Group intends to adapt its regional manufacturing and R&D set-up. In addition to natural attrition, the Group anticipates implementing a recruitment freeze to reduce recruitment in Europe and reductions in short-term and temporary workers, including external R&D resources. The Group anticipates increased global R&D and program management efficiency, notably by aiming to leverage artificial intelligence and generative artificial intelligence, including its "AI/GenAIt transformation" initiative with the ambition of achieving up to 50% of efficiency gains on R&D and core program teams in each Business Group. The EU Forward project could impact up to 10,000 jobs over the five-year period (out of approximately 75,500 at 31 December 2023).

Meanwhile, we aim to reduce our dependence on the Chinese market while growing profitable in Asia. We aim to reduce our Group's sales in EMEA from approximately 46% to approximately 40% while increasing operating income in EMEA from approximately 22% to approximately 35%.

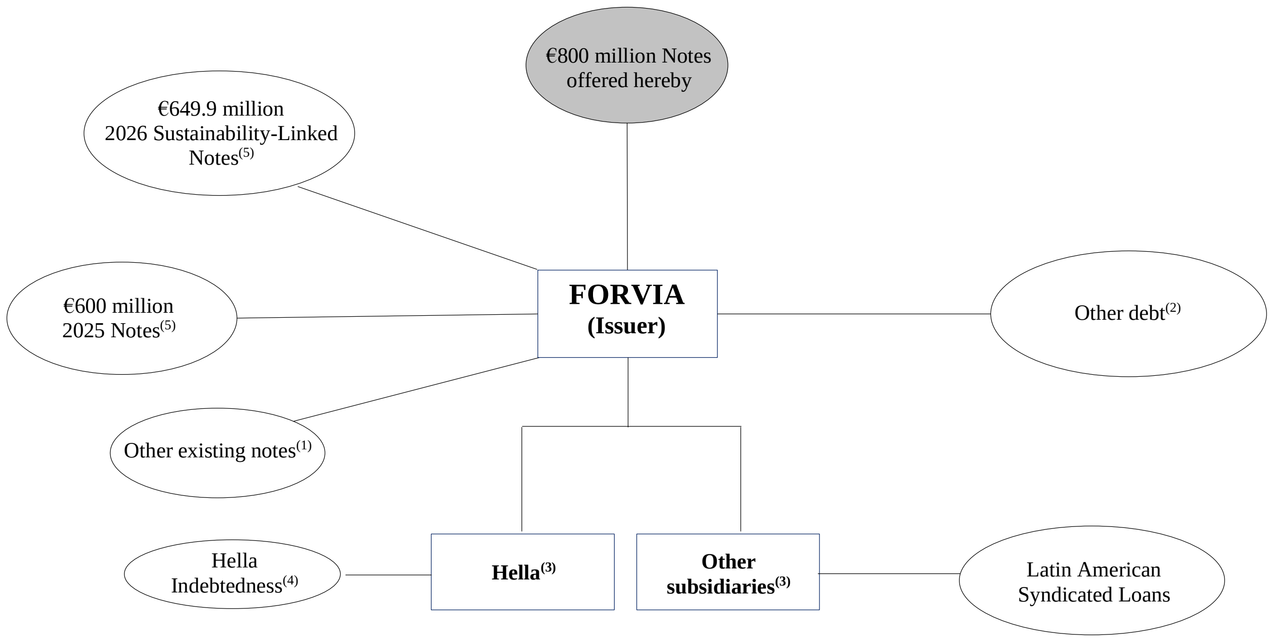
The Group targets annual cost savings of approximately €500 million by 2028. During implementation of the plan, the Group expects restructuring costs in Europe of approximately €1.0 billion and an €800 million restructuring charge in cash, each broadly equally split between the 2024-2025 and 2026-2028 periods. The Group aims for the project to be self-financed by offsetting restructuring costs with cost savings, with approximately €200 million in annual cost savings offsetting approximately €200 million in annual restructuring charges from 2024 to 2025.

Proposed Dividend Declaration

FORVIA's Board of Directors decided to propose the payment of a dividend of €0.50 per share to be paid in cash, subject to approval at the next annual shareholders' meeting expected to be held in Nanterre (France) on 30 May 2024. This dividend is consistent with FORVIA's POWER25 plan's commitment to reinstate dividends from 2024, following deleveraging in 2023.

SUMMARY CORPORATE AND FINANCING STRUCTURE

The following is a simplified summary of our corporate and financing structure after giving effect to the Transactions. This structure chart excludes certain financing arrangements and indebtedness borrowed by our Group, some of which is at the subsidiary level, including bank loans, overdrafts, factoring arrangements and finance lease obligations. For more information on our capitalization, see "*Capitalization*" and "*Description of Other Indebtedness*".



(1) Other existing notes includes (i) the 2026 Notes, (ii) the 2027 Notes, (iii) the 2027 Sustainability-Linked Notes, (iv) the 2028 Notes, (v) the 2029 Green Notes and (vi) the JPY Notes.

(2) Other debt includes (i) the Syndicated Credit Facility, (ii) the Term Loan, (iii) the EIB Loan Syndicated Credit Facility, (iv) the Japanese Yen Term and Revolving Facilities Agreement, and (v) the Schuldscheindarlehen.

(3) As at 31 December 2023, our subsidiaries, including HELLA, had € 1,602.4 million of gross financial debt to third parties, of which leases accounted for €1,055.5 million, and a net cash position of €2,910.8 million. Such indebtedness will be structurally senior to the Syndicated Credit Facility, the Japanese Yen Term and Revolving Facilities Agreement, the Schuldscheindarlehen, the 2026 Notes, the 2027 Notes, the 2027 Sustainability-Linked Notes, the 2028 Notes, the 2029 Green Notes, the EIB Loan, the JPY Notes, the Term Loan and the Notes, and the 2025 Notes and the 2026 Sustainability-Linked Notes that remain outstanding following the Tender Offers.

(4) The HELLA Indebtedness includes (i) the HELLA 2024 Notes, (ii) the HELLA 2027 Notes, (iii) the HELLA Japanese Yen Facilities, and (iv) the HELLA USD Loan. Under the HELLA Credit Facility Agreement, €450 million in funds is available to HELLA, as well as an option to option to increase the facility by an additional €150 million, and the facility remains fully undrawn as of the date of this Offering Circular.

(5) For illustrative purposes, assumes (i) that the Total Maximum Acceptance Amount of the 2025 Notes and the 2026 Sustainability-Linked Notes is accepted for tender in the Tender Offers and (ii) that the 2026 Sustainability-Linked Notes Sub-Cap of the 2026 Sustainability Linked-Notes is accepted for tender in the Tender Offers. On 28 February 2024, we commenced the Tender Offers for the 2025 Notes and the 2026 Sustainability-Linked Notes, subject to the terms and conditions set forth in the related tender offer memorandum. The Tender Offers will expire on 6 March 2024, unless extended or earlier terminated. The aggregate principal amount of 2025 Notes and 2026 Sustainability-Linked Notes purchased in the Tender Offers, taken together, will not exceed the Total Maximum Acceptance Amount and the aggregate principal amount of the 2026 Sustainability-Linked Notes purchased pursuant to the Tender Offers will not exceed the 2026 Sustainability-Linked Notes Sub-Cap. The consummation of the Tender Offers is subject to the New Issue Condition and certain other conditions. The consummation of this Offering is not contingent upon the successful completion of the Tender Offers. We cannot assure you that the Tender Offers will be completed on the terms described herein, or at all, nor can we assure you that the Tender Offers will result in any of the 2025 Notes or the 2026 Sustainability-Linked Notes being tendered and accepted for purchase. Nothing herein shall be construed as an offer to purchase any series of the 2025 Notes or the 2026 Sustainability-Linked Notes, as the Tender Offers are being made only to the recipients of, and upon the terms and conditions set forth in, the related tender offer memorandum. We may amend the Tender Offers in any respect in relation to the 2025 Notes or the 2026 Sustainability-Linked Notes or waive any condition to the Tender Offers (including the New Issue Condition described above), in each case, subject to applicable law. Tenders of the 2025 Notes will in all cases be accepted in priority to tenders of the 2026 Sustainability-Linked Notes.

THE OFFERING

The summary below describes the principal terms of the Notes. Some of the terms and conditions described below are subject to important limitations and exceptions. You should carefully read the "*Terms and Conditions of the Notes*" section of this Offering Circular for a more detailed description of the terms and conditions of the Notes.

Issuer: FORVIA, *société européenne*, a company with limited liability, *societas europaea* incorporated under the laws of the Republic of France.

Notes Offered: € aggregate principal amount of % senior notes due 2029 (the "**2029 Notes**").

€ aggregate principal amount of % senior notes due 2029 (the "**2031 Notes**" and, together with the 2029 Notes, the "**Notes**").

Maturity Dates: The 2029 Notes will mature on 15 June 2029.

The 2031 Notes will mature on 15 June 2031.

Issue Date: 2024.

Issue Price: Issue price for the 2029 Notes: %.

Issue price for the 2031 Notes: %.

Interest Rates: The 2029 Notes will bear interest at % *per annum*.

The 2031 Notes will bear interest at % *per annum*.

Interest Payment Dates: Semi-annually in arrear on 15 June and 15 December of each year, commencing on 15 June 2024. Interest will accrue from the issue date of the Notes, and will be computed on the basis of a 360- day year comprised of twelve 30-day months.

Denomination: €100,000 and integral multiples of €1,000 in excess thereof.

Ranking: The Notes will be senior unsecured and unguaranteed obligations of the Issuer and will:

- rank equally in right of payment among themselves and with all existing and future unsecured senior indebtedness of the Issuer, including indebtedness under the Syndicated Credit Facility, the Schuldscheindarlehen, the Japanese Yen Term and Revolving Facilities Agreement, the 2025 Notes, the 2026 Notes, the 2026 Sustainability-Linked Notes, the 2027 Notes, the 2027 Sustainability-Linked Notes, the 2028 Notes, the 2029 Green Notes, the JPY Notes, the EIB Loan and the Term Loan;
- rank senior in right of payment to any existing and future subordinated obligations of the Issuer;
- rank effectively junior to all existing and future secured indebtedness of the Issuer to the extent of the value of the assets securing such indebtedness; and

rank structurally junior to all existing and future indebtedness, liabilities and commitments (including trade payables and lease obligations) of the Issuer's subsidiaries, including HELLA. As the Issuer is a holding company with no trading operations of its own, substantially all of the Group's trade payables are incurred by our subsidiaries. As at 31 December 2023, the Issuer's Subsidiaries, including HELLA, had €1,602.4 million of

	indebtedness outstanding and our consolidated trade payables amounted to €8,397.9 million. See "*Risk Factors – Risk Factors Related to the Notes – The Notes are solely obligations of the Issuer and will be structurally subordinated to all of the claims of the creditors of the Issuer's subsidiaries, including HELLA*".
Optional Redemption	At any time prior to 15 June 2026 or 15 June 2027, the Issuer may, at its option, redeem the 2029 Notes or the 2031 Notes, respectively, in whole or in part, at a redemption price equal to 100% of the principal amount of the Notes redeemed, plus accrued and unpaid interest, if any, to the redemption date, plus the applicable "make-whole" premium set forth in "*Terms and Conditions of the Notes – Condition 3: Optional Redemption*". At any time on or after 15 June 2026 or 15 June 2027, the Issuer may, at its option, redeem the 2029 Notes or the 2031 Notes, respectively, in whole or in part, at redemption prices that vary by period, as set forth in "*Terms and Conditions of the Notes – Condition 3: Optional Redemption*", plus accrued and unpaid interest, if any, to the redemption date. At any time prior to 15 June 2026 or 15 June 2027, the Issuer may, at its option, redeem up to 40% of the aggregate principal amount of the 2029 Notes or up to 40% of the aggregate principal amount of the 2031 Notes, respectively, using the net proceeds from one or more specified equity offerings, at a redemption price for the 2029 Notes equal to % of the principal amount of the 2029 Notes redeemed or at a redemption price for the 2031 Notes equal to % of the principal amount of the 2031 Notes, plus, in each case, accrued and unpaid interest, if any, to the redemption date.
Additional Amounts	Any payments made by the Issuer with respect to the Notes will be made without withholding or deducting for taxes in any relevant taxing jurisdiction, unless required by law. If the Issuer is required by law to withhold or deduct for such taxes with respect to a payment to the holders of the Notes, the Issuer will pay the additional amounts necessary (subject to certain exceptions) so that the net amount received by the holders of the Notes after the withholding is not less than the amount they would have received in the absence of the withholding subject to certain exceptions. See "*Terms and Conditions of the Notes – Condition 4: Taxation*".
Tax Redemption.....................	The Issuer may, but is not required to, redeem the 2029 Notes or the 2031 Notes at any time in whole, but not in part, at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date, in the event the Issuer has become or would become obligated to pay "additional amounts" with respect to the Notes as a result of certain changes in tax laws or their interpretation. See "*Terms and Conditions of the Notes – Condition 4: Taxation*".
Change of Control	Upon the occurrence of certain specified changes of control, the holders of the Notes will have the right to require the Issuer to repurchase all or part of the Notes at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the repurchase date. See "*Terms and Conditions of the Notes – Condition 5: Change of Control*".
Covenants...............................	The trust deed dated on or about the issue date of the Notes offered hereby (the "**Trust Deed**") will, among other things, limit the ability of the Issuer and its Subsidiaries (as that term is defined below under "*Terms and Conditions of the Notes – Condition 19: Definitions*") to:

- incur or guarantee additional indebtedness;
- create liens; and
- merge or consolidate with other entities.

Each of the covenants is subject to a number of important exceptions and qualifications. See "*Terms and Conditions of the Notes – Condition 6: Covenants*".

Certain of the above covenants will be suspended upon achievement and during maintenance of investment grade status for the Notes, in the event that the Notes have been assigned at least two of the following ratings: (i) BBB- or higher by S&P, (ii) Baa3 or higher by Moody's, or (iii) BBB- or higher by Fitch. See "*Terms and Conditions of the Notes – Condition 7: Suspension of Covenants During Achievement of Investment Grade Status*".

Form of Notes......................... The Notes will be represented on issue by a global note which will be delivered through Euroclear Bank SA/NV, and Clearstream Banking S.A. Interests in the global note will be exchangeable for the relevant definitive notes only in certain limited circumstances. See "*Book-Entry, Delivery and Form*".

Transfer Restrictions............ The Notes have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction. The Notes offered hereby are being offered and sold to investors outside the United States in reliance on Regulation S under the Securities Act. See "*Subscription and Sale of the Notes*".

No Prior Market .... The Notes will be new securities. Although the Initial Purchasers have informed us that they intend to make a market in the Notes, they are not obligated to do so and may discontinue market making at any time without notice. Accordingly, we cannot assure you that a liquid market for the Notes will develop or be maintained. See "*Risk Factors – Risks Related to the Notes – There currently exists no market for the Notes, and we cannot provide assurance that an active trading market will develop for the Notes*".

Use of Proceeds .... The proceeds of the Notes will be used to (i) fund the repurchase of the 2025 Notes and the 2026 Sustainability-Linked Notes accepted for purchase in the Tender Offers, (ii) pay fees and expenses incurred in connection with the Tender Offers, including net premiums and accrued and unpaid interest on the 2025 Notes and the 2026 Sustainability-Linked Notes, and the offering of the Notes, and (iii) to repay certain outstanding indebtedness of the Issuer or any of its subsidiaries. See "*Use of Proceeds*" and "*Capitalization*".

Listing..................................... Application will be made to list the Notes on the Official List of Euronext Dublin and to admit the Notes for trading on the Global Exchange Market. Currently there is no public market for the Notes.

Trustee.................................... Citibank, N.A., London Branch.

Principal Paying Agent and Transfer Agent....................... Citibank, N.A., London Branch.

Registrar................................. Citibank Europe Plc

Listing Agent.......................... Walkers Listing Services Limited.

Governing Law of the Notes and the Trust Deed	England and Wales.
Risk Factors	You should refer to "*Risk Factors*" of this Offering Circular for a description of certain risks involved in investing in the Notes.

SUMMARY FINANCIAL AND OPERATING DATA

The following tables set forth our summary financial and operating data for the years ended and as at the dates indicated below. Our summary financial information as at and for the years ended 31 December 2023, 2022 and 2021 have been derived from the 2023 Consolidated Financial Statements and the 2022 Consolidated Financial Statements, which are incorporated by reference in this Offering Circular. The consolidated financial statements of the Issuer incorporated by reference in this Offering Circular have been prepared in accordance with IFRS.

The following information should be read in conjunction with the section headed "Presentation of Financial and Other Information" elsewhere in this Offering Circular, as well as the 2023 Universal Registration Document, which is incorporated by reference in this Offering Circular, including sections 1.1 (Review of the Group's business and consolidated results) and 1.2 (Outlook) of the 2023 Universal Registration Document, and our consolidated financial statements and the related notes thereto. Our historical results do not necessarily indicate results that may be expected for any future period.

Summary consolidated income statement data

	For the year ended 31 December		
	2023	**2022†***	**2021†**
		(in € millions)	
SALES	**27,247.9**	**24,573.7**	**15,617.8**
Cost of sales	(23,585.5)	(21,442.1)	(13,734.4)
Research and development costs	(953.0)	(896.0)	(330.9)
Selling and administrative expenses	(1,270.3)	(1,175.1)	(690.8)
OPERATING INCOME	**1,439.1**	**1,060.5**	**861.7**
Amortization of intangible assets acquired in business combinations	(193.2)	(189.9)	(92.6)
Other non-operating income and expenses	(181.4)	(442.5)	(238.5)
Income from loans, cash investments and marketable securities	90.7	50.3	32.0
Finance costs	(586.2)	(377.1)	(239.3)
Other financial income and expenses	36.6	(168.4)	(47.2)
INCOME BEFORE TAX OF FULLY CONSOLIDATED COMPANIES	**605.6**	**(67.1)**	**276.1**
Taxes	(232.4)	(177.0)	(138.8)
of which deferred taxes	*181.6*	*177.5*	*95.0*
NET INCOME OF FULLY CONSOLIDATED COMPANIES	**373.2**	**(244.1)**	**137.3**
Share of net income of associates	(2.2)	11.4	(24.6)
NET INCOME FROM CONTINUED OPERATIONS	**371.0**	**(232.7)**	**112.7**
NET INCOME (LOSS) FROM DISCONTINUED OPERATIONS	**(5.4)**	**(17.7)**	**(96.5)**
Consolidated Net Income	**365.6**	**(250.4)**	**16.2**
Attributable to owners of the parent	222.2	(381.8)	(78.8)
Attributable to minority interests from continued operations	143.4	131.4	95.0

† Results for the year ended 31 December 2022 include the consolidated results of HELLA from 1 February 2022. Results for the year ended 31 December 2021 do not include the results of HELLA.

* Results for the year ended 31 December 2022 have been restated according to IFRS 5 for the disposal of our SAS Cockpit Modules division.

Summary consolidated cash flow statement data

	For the year ended 31 December		
	2023	**2022[†*]**	**2021[†]**
		(in € millions)	
Net cash provided (used) by:			
Operating activities	2,614.5	2,464.6	1,392.0
Of which from discontinued activities	*(148.9)*	*32.0*	*(41.9)*
Investing activities	(1,524.1)	(6,250.7)	(1,281.6)
Of which from discontinued activities	*255.7*	*(44.6)*	*(24.1)*
Financing activities	(889.0)	3,119.9	1,597.8
Of which from discontinued activities	*60.6*	*(0.9)*	*(2.6)*

† Cash flows for the year ended 31 December 2022 include the consolidated cash flows of HELLA from 1 February 2022. Results for the year ended 31 December 2021 do not include the cash flows of HELLA.

* Cash flows for the year ended 31 December 2022 have been restated according to IFRS 5 for the disposal of our SAS Cockpit Modules division.

Summary consolidated balance sheet data

	As at 31 December		
	2023	**2022**	**2021[†]**
		(in € millions)	
Assets			
TOTAL NON-CURRENT ASSETS	**16,973.7**	**17,587.8**	**9,789.6**
of which intangible assets	4,374.8	4,590.1	2,800.4
of which property, plant and equipment	4,934.9	5,055.8	2,802.4
TOTAL CURRENT ASSETS	**13,511.5**	**14,630.6**	**11,885.3**
of which inventories, net[‡]	2,903.7	2,924.2	1,657.6
of which trade accounts receivables	4,132.9	5,065.9	3,468.1
of which cash and cash equivalents	4,273.9	4,201.1	4,905.7
of which assets held for sale	—	—	—
TOTAL ASSETS	**30 485,2**	**32,218.4**	**21,674.9**
Liabilities			
Equity attributable to owners of the parent	4,509.4	4,548.0	3,429.1
Total shareholders' equity	6,171.4	6,239.1	3,815.4
Total non-current liabilities	10,553.0	11,169.2	7,663.7
Total current liabilities	13,760.8	14,810.1	10,195.8
Liabilities linked to assets held for sale	—	—	—
TOTAL EQUITY AND LIABILITIES	**30,485.2**	**32,218.4**	**21,674.9**

† The Group's financial position as of 31 December 2021 does not include the financial position of HELLA.

Other consolidated financial data

	As at and for the year ended 31 December		
	2023	2022†*	2021†
	(in € millions, except ratios)		
Sales	27,247.9	24,573.7	15,617.8
Adjusted EBITDA(1)	3,328.0	2,907.3	2,109.4
Gross cash interest expense	(586.2)	(377.1)	(239.3)
Total capital expenditure(2)	(1,137.3)	(1,137)	(529.9)
Capitalised development costs	1,046.1	954.1	(669.7)
Net debt(3)	6,987.3	7,939.1	3,466.7
Ratio of net debt to adjusted EBITDA(4)	2.1x	2.7x	1.6x
Ratio of adjusted EBITDA to gross cash interest expense(5)	5.7x	7.7x	8.8x

† Results for the year ended 31 December 2022 include the consolidated results of HELLA from 1 February 2022. Results for the year ended 31 December 2021 do not include the results of HELLA, nor does information as of 31 December 2021 include the financial position of HELLA.

* Results for the year ended 31 December 2022 have been restated according to IFRS 5 for the disposal of our SAS Cockpit Modules division.

Adjusted for the Transactions

	As at, and for the year ended 31 December 2023
	(in € millions, except ratios)
Adjusted gross cash interest expense(6)	
Adjusted net debt(7)	7,006.1
Ratio of adjusted net debt to adjusted EBITDA(8)	2.1x
Ratio of adjusted EBITDA to adjusted gross cash interest expense(9)	x

(1) Adjusted EBITDA is a non-IFRS measure, which as used in this Offering Circular refers to operating income (before amortization of acquired intangible assets), before depreciation, amortization and provisions for impairment of property, plant and equipment and capitalised R&D expenditures. Adjusted EBITDA should not be considered as an alternative to operating income, net income, cash flow from operating activities or as a measure of liquidity. Companies with similar or different activities may calculate adjusted EBITDA differently than us. See "*Presentation of Financial and Other Information.*"

In accordance with the European Securities and Markets Authority rules regarding the labelling of performance measures published in October 2021, the term "adjusted EBITDA" is used by the Group with effect as of 1 January 2022 instead of the term "EBITDA" that was previously used.

The following table shows for each period a reconciliation to adjusted EBITDA of operating income (before amortization of acquired intangible assets) for the period:

	For the year ended 31 December		
	2023	2022†*	2021†
	(in € millions)		
Operating income (before amortization of acquired intangible assets)	**1,439.1**	**1,060.5**	**861.7**
Depreciation and amortization of assets(a)	1,888.9	1,846.8	1,247.7
Adjusted EBITDA	**3,328.0**	**2,907.3**	**2,109.4**

† Results for the year ended 31 December 2022 include the consolidated results of HELLA from 1 February 2022. Results for the year ended 31 December 2021 do not include the results of HELLA.

* Results for the year ended 31 December 2022 have been restated according to IFRS 5 for the disposal of our SAS Cockpit Modules division.

(a) Includes provisions for impairment of capitalised development costs.

(2) Total Capital Expenditures include Property, Plant & Equipment and Intangibles.

(3) Net debt represents total non-current and current financial liabilities, less derivatives classified under non-current and current assets, less cash and cash equivalents, as reported.

(4) Net debt to adjusted EBITDA represents net debt divided by adjusted EBITDA.

(5) Adjusted EBITDA to gross cash interest expense represents adjusted EBITDA divided by gross cash interest expense.

(6) Adjusted gross cash interest expense for the year ended 31 December 2023 is based on our gross cash interest expense for year ended 31 December 2023, as adjusted to give effect to the Transactions (see "*Use of Proceeds*" and "*Capitalization*"), as if the Transactions had occurred on 1 January 2023 and, for illustrative purposes, assumes (i) that the Total Maximum Acceptance Amount of the 2025 Notes and the 2026 Sustainability-Linked Notes is accepted for tender in the Tender Offers and (ii) that the 2026 Sustainability-Linked Notes Sub-Cap of the 2026 Sustainability Linked-Notes is accepted for tender in the Tender Offers; adjusted gross cash interest expense has been presented for illustrative purposes only and does not purport to represent what our gross cash interest expense would have actually been had the Transactions occurred on the date assumed, nor does it purport to project the Group's gross cash interest expense for any future period or our financial condition at any future date.

(7) Adjusted net debt as of 31 December 2023 is based on our net debt as of 31 December 2023, as adjusted to give effect to the Transactions (see "*Use of Proceeds*" and "*Capitalization*"), as if such transactions had occurred on 31 December 2023 and, for illustrative purposes, assumes (i) that the Total Maximum Acceptance Amount of the 2025 Notes and the 2026 Sustainability-Linked Notes is accepted for tender in the Tender Offers and (ii) that the 2026 Sustainability-Linked Notes Sub-Cap of the 2026 Sustainability Linked-Notes is accepted for tender in the Tender Offers; adjusted net debt has been presented for illustrative purposes only and does not purport to represent what our net debt would have actually been had the Transactions occurred on the date assumed, nor does it purport to project the Group's net debt for any future period or our financial condition at any future date.

(8) Ratio of adjusted net debt to adjusted EBITDA for the year ended 31 December 2023 is the ratio of our adjusted net debt as at 31 December 2023, as described in footnote (7) above, to our adjusted EBITDA, as described in footnote (1) above.

(9) Ratio of adjusted EBITDA to adjusted gross cash interest expense for the year ended 31 December 2023 is the ratio of our adjusted EBITDA, as described in footnote (1) above, to our adjusted gross cash interest expense, as described in footnote (6) above.

RISK FACTORS

Potential investors should carefully read and consider the risk factors described below and the other information contained in this Offering Circular before they make a decision about acquiring the Notes. The realization of one or more of these risks could individually or together with other circumstances adversely affect our business, financial condition and results of operations. The market price of the Notes could decline as the result of any of these risks, and investors could lose all or part of their investment. The risks described below may not be the only risks we face. Additional risks that are presently not known to us or that are currently considered immaterial could also adversely affect our operations and have material adverse effects on our business, financial condition and results of operations. The sequence in which the risks factors are presented below is not indicative of their importance, their likelihood of occurrence or the scope of their financial consequences.

Risks Related to Our Operations

Our business is dependent on the automotive sector and the commercial success of the models for which we supply components.

Given that we specialise in the manufacture of original equipment for our automaker customers, our business is directly related to vehicle production levels of these customers in their markets. The cyclical nature that characterises our customers' businesses can have a significant impact on our sales and results. The level of sales and production for each of our customers depends on numerous parameters, notably the general level of consumption of goods and services in a given market, confidence levels of participants in that market, buyers' ability to access credit for vehicle purchases, and in some cases, governmental aid programs (such as the financial support provided to the automotive sector and incentives introduced for the purchase of vehicles).

Our sales are directly linked to the performance of the automotive industry in the major geographic regions where we and our customers operate, especially in EMEA (which constituted 46% of our sales in 2023), Asia (which constituted 27% of our sales in 2023) and the Americas (which constituted 27% of our sales in 2023). The automotive sector could accelerate the concentration of various manufacturers and lead to the eventual disappearance of certain vehicle brands or models for which the Group produces equipment or generate a shift in geographic supply to different markets or locations from the current footprint of FORVIA.

Our sales are also related to the commercial success of the models for which we produce components and modules. At the end of a vehicle's life cycle, there is significant uncertainty around whether our products will be taken up again for the replacement model. In addition, orders placed with us are open orders without any guarantees of minimum volumes and are generally based on the life of the vehicle model concerned. There can be no guarantee that our products will be utilised for the replacement model, and we could therefore be required to make certain investments in supply contracts that may not be offset by customer order volumes, which would generate a significant impact on our operating income. A shift in market share away from the vehicles for which we produce components and modules (and in particular, internal combustion engine vehicles) could have a material adverse effect on our business, financial condition and results of operations.

We may be adversely affected by the loss of key customers due to industry consolidation and by the risk that our customers could default on their financial obligations or enter bankruptcy.

In 2023, our five largest customers accounted for 54.1% of sales, as follows: Volkswagen (17.4%), Stellantis (12.4%), Ford (8.2%), Renault-Nissan-Mitsubishi group (8.1%) and Chinese OEMs (8.0%).

In view of the economic context in the automotive sector, new entrants and strong competition in China, a decrease in volumes, increasingly stringent environmental standards, we cannot rule out the possibility that one or more of our customers may not be able to honour certain contracts or may suffer financial difficulties. In addition, changes in the automotive sector could accelerate the concentration of automakers, ultimately resulting in the disappearance of certain brands or vehicle models for which we produce equipment. Our major customers could also face a slowdown in activity, including as a result of the potential impact of increased regulatory scrutiny of emissions tests, among other factors. The occurrence of one or more of these events could have a material adverse effect on our business, financial condition and results of operations.

We are dependent on many suppliers to maintain production levels.

We use a large number of suppliers based in different countries for our raw materials and basic parts supplies. For the year ended 31 December 2023, we made total purchases (direct and indirect, excluding monoliths catalytic converters) of more than €20 billion from approximately 25,000 suppliers.

If one or more of our main suppliers were to go bankrupt, or experience an unforeseen stock-out, quality problems, social unrest, a strike or any other incident disrupting the supplies for which it is committed to us, this could negatively impact our image or production output or lead to additional costs, which in turn could have a material adverse effect on our business, financial condition and results of operations. We have been and could be impacted in the future in the event of supplier failures, for example, following a major disaster impacting a supplier's production sites, a health crisis, production quality issues, delivery of lower than required quantities or a shortage of certain raw materials and components, such as electronic components, or a liquidation or even bankruptcy.

We are also subject to negative impacts as a result of disruptions to suppliers in the global supply chain. The global value chain has in the past experienced disruptions as the result of a general lack of production capacity for certain raw materials or components, such as the current shortage of semiconductors. Such shortages may be further exacerbated by external events, such as a pandemic, natural disasters, accidents such as fires at a supplier or social unrest, or other external factors, that have each in the past disrupted the production of semiconductors. In addition, global economic recovery, such as the recovery from the impacts of the Covid-19 pandemic, has created and may continue to create pressure on demand for raw materials or components, which may result in a disruption to production further down the global value chain.

In addition, if we or one of our suppliers or service providers default at any stage of the manufacturing process, or if we are no longer able to purchase such raw materials or components in sufficient quantities or at sufficiently affordable prices to meet existing customer orders, we may be held liable for failure to fulfil our contractual obligations or for technical problems. In such a case, we may also be required to pay compensation related to the difficulty of continuing current projects.

Disruptions in supply chains or a decline in the volume of vehicles produced by global carmakers as a result of tension in supply and logistics chains would have a material adverse effect on our business, turnover, sales, financial situation, financial results, outlook and share price.

We may not always be able to satisfy our customers' demands or maintain the quality of our products.

As a components producer and components and systems assembler for the automotive industry, and given the high volumes that our customers order, we must adapt our business activity to our customers' demands with respect to their supply chains, production operations, services and R&D. If the software provided by our suppliers is defective, the product may not function as intended. In particular, a number of our products, including infotainment, Advanced Driver Assistance Systems (ADAS), Android system embedded applications, cloud computing applications and wireless chargers that also connect with smartphones, include embedded software which is obtained from third-party providers. Should we, or one of our suppliers or service providers, default at any stage of the manufacturing process or provide a defective service, we could be held liable for failure to fulfil our contractual obligations or for any technical problems that may arise. This remote access control can lead to significant handling of the vehicle, which could endanger the safety of passengers.

In addition, any actual or alleged instances of inferior product quality, or of damage caused or allegedly caused by our products, or the actual or alleged failure of products designed by us could damage our reputation and brand, force us to recall and exchange products and could lead to new or existing customers becoming less willing to conduct business with us.

We may experience difficulties integrating acquired businesses or achieving anticipated synergies.

As part of our external growth policy, we have made, and may make in the future, acquisitions of varying sizes, some of which have been, and may be, significant to us. These acquisitions entail risks, such as:

- risk of overestimation of the target value;

- risk of the anticipated synergies being significantly delayed or not being achieved;
- risk of not succeeding in integrating the acquired companies and their technologies, product ranges and employees;
- risk of departure of key employees;
- risk of higher than expected costs related to the integration of acquired companies;
- risks related to suppliers or customers, or the loss of contracts resulting in costly or unfavorable financial conditions;
- existence of new specific risks within the target including risks the Group failed to identify during the due diligence investigations (tax, environmental, ethics, legal, *etc*.);
- risk of increased indebtedness in order to finance the acquisition or refinance the debt of the target.

The benefits expected from future or completed acquisitions may not be realised within the anticipated time frames and/or at the levels expected and, consequently, may significantly affect the Group's business, financial position and results of operations.

Since 31 January 2022, the FORVIA Group has held 81.6% of HELLA's share capital. The expected benefits of the HELLA acquisition in particular will depend upon the successful integration of HELLA's activities into the Group's. Companies may face significant difficulties when implementing the integration plan. Some of these difficulties may be unforeseeable or outside of the Group's control or the control of HELLA, notably with respect to differences in norms, controls, procedures and rules, corporate culture, the history of technological investments and the organization of the Group and HELLA, and the need to integrate and harmonise the various operating systems and procedures that are specific to each group, such as financial and accounting systems and other IT systems. The costs the Group incurs in integrating HELLA or trying to realise anticipated synergies may be substantially higher than our current estimates and may outweigh any benefit. Furthermore, if the assumptions and estimates used by the Group to value the acquisition prove to be inaccurate, it could result in an impairment of the goodwill recorded in respect of the transaction.

Our gross margins may be adversely affected if we fail to identify risks when we tender for new contracts or appropriately monitor the performance of our programs.

The contracts which we enter into are awarded after a complex equipment supply bidding process by our customers. Each contract we make with a customer is a program with a lifespan of up to ten years from the development phase through to the production phase. As part of the tender process, we carry out a detailed risk assessment to ensure that we identify and manage the nature and level or risks that we may be exposed to and, during the life of the program, we monitor the program in order to ensure operational and financial performance. In 2023, we managed approximately 1,000 programs on a permanent basis.

If we fail to identify and manage risks in connection with the bidding for and establishment of new programs, or fail to appropriately monitor our operational and financial performance, our gross margins could be adversely affected, which could also have a material adverse effect on our business, financial condition and results of operations.

Failure to attract and retain key individuals could adversely affect our business.

Our success largely depends on the services of our management team and key individuals with particular expertise. The Group's strategy focuses on four main mobility priorities which are based on electrification and energy management, safe and automated driving then digital and sustainable cockpit experiences. Consequently, the Group must have key know-how and the appropriate resources to deploy this strategy and these new technologies.

The Group could experience difficulties in attracting and retaining the necessary talents able to provide the skills required for the development or production of its innovative products or services, particularly if the automotive industry is considered less attractive to younger generations.

In addition, the Group must compete with other companies for suitably qualified personnel, including technical and engineering personnel. If positions remain unfilled for too long, if turnover rates are too high or if diversity is not sufficient, the level of motivation and productivity of the teams, as well as the cost of recruiting, training and integrating new employees, could be impacted.

The loss or unavailability of our management team or key individuals for an extended period of time (for example, during the integration of an acquisition) could have an adverse effect on our operations. In addition, we could experience difficulties in attracting and retaining the necessary talent able to provide the skills required for the development or production of our products and services, particularly if the automotive industry is considered less attractive to younger generations. Moreover, we compete with other companies for suitably qualified personnel, including technical and engineering personnel.

The failure to attract and retain management and key individuals could have a material adverse effect on our business, financial condition and results of operations.

The international nature of our business exposes us to a variety of economic, political, tax, legal and other related risks.

Due to the international nature of our business activities, we are exposed to economic, political, fiscal, legal and other types of risks.

These may result in particular from heightened geopolitical tensions (including those between the U.S. and China and between Russia and Ukraine and in the Middle East), regional instability or the imposition of trade barriers and protectionist policies in various countries.

As of 31 December 2023, we operated in more than 40 countries and generated 46% of our sales in EMEA, 27% in Asia and 27% in the Americas. Our international business activities, notably in emerging countries, are exposed to certain risks inherent in any activity carried out overseas, including:

- any potential amendments to laws or regulations, or to commercial, monetary or fiscal policies applied in certain foreign countries and, in particular, risks of expropriation and nationalization;
- customs regulations, monetary control policies, investment restrictions or requirements on investments or relating to international trade, such as international sanctions or any other constraints such as levies or other forms of taxation on settlements and other payment terms adopted by subsidiaries;
- difficulties in enforcing agreements, collecting payments due and protecting property through foreign legal systems, in particular, where intellectual property protection is less stringent; and
- supply chain tensions and their consequences.

Inadequate planning or preparations for regulatory decisions or changes made to legal requirements could have a significant negative impact on our business, finances and results of operations. For example, the government authorities in a country in which we operate could update standards that apply to our products, which could have negative consequences on our operating income.

We operate in the highly competitive automotive supply industry where customers can exert significant price pressure.

The global automotive supply sector is highly competitive. Competition is based mainly on price, global presence, technology, quality, delivery, design and engineering capabilities, new product innovation and customer service as a whole. There are no guarantees that our products will be able to compete successfully with those of our competitors. Supply contracts are mostly awarded through competitive bids, and are often subject to renewed bidding when their terms expire. Although the overall number of competitors has decreased due to on-going industry consolidation, we face significant competition within each of our major product areas, including from new competitors entering the markets that we serve. We cannot assure you that we will be able to continue to compete favourably in these competitive markets or that increased competition will not have a material adverse effect on our business, financial condition and results of operation by reducing our ability to increase or maintain sales and profit margins.

The failure to obtain new business projects on new models, or to retain or increase business projects on redesigned existing models, could adversely affect our business, financial condition and results of operations. In addition, as a result of the relatively long lead times required for many of our structural components, it may be difficult for us to adequately manage the execution of a program from development to launch, adequately respond to any deterioration in the profitability of a program or to obtain new revenues in the short-term to replace any unexpected decline in the sale of existing products.

A failure of our information technology ("IT") and data protection and security infrastructure could adversely impact our business, operations and reputation.

We rely upon the capacity, reliability and security of our IT and data protection and security infrastructure, as well as our ability to expand and update this infrastructure in response to the changing needs of our business.

If we experience a problem with the functioning of an important IT system or a security breach of our IT systems, including during system upgrades and/or new system implementations, the resulting disruptions could have an adverse effect on our business. We implement security measures in relation to our IT systems but we, like other companies, are vulnerable to damage from computer viruses, natural disasters, unauthorised access, cyber-attacks, breakdowns and other similar disruptions.

In particular, our implementation of digital services and storage have made our computer systems important for our day-to-day operations and as a result we faced with risks that could compromise (i) the availability and proper functioning of computer equipment used in plant production, (ii) the confidentiality of personal data, as well as, more generally, (iii) the integrity and availability of information systems, particularly those contributing to business processes related to ordering, supply and invoicing or to marketed digital products and services. In addition, certain of our products or components such as infotainment, Advanced Driver Assistance Systems (ADAS), Android system embedded applications, cloud computing applications or wireless chargers that also connect with smartphones contain complex information technology systems, software and/or data connectivity features and may be vulnerable to unauthorised access aimed at gaining control of, changing the functionality of or gaining access to data stored in or generated by these products. Finally, this remote access control can lead to significant handling of the vehicle, which could endanger the safety of passengers.

We collect, store, process, transmit and use certain personal information and other user data belonging to our employees, customers and suppliers in our business. We must ensure that any processing, collection, use, storage, dissemination, transfer and disposal of data for which we are responsible complies with relevant data protection and privacy laws, including the European Union General Data Protection Regulation ("**GDPR**"). Non-compliance with the EU General Data Protection Regulation can lead to legal consequences, including fines, as well as reputational damage.

As a result, any system failure, accident, security breach, cyberattack, breakdown or delivery of flawed digital product or service could result in disruptions to our operations. A material network breach in the security of our IT systems could result in the theft of our intellectual property, trade secrets, customer or supplier information, human resources information or other confidential information. To the extent that any disruptions or security breach result in a loss or damage to our data, or an inappropriate disclosure of confidential, proprietary or customer or supplier information, it could cause significant damage to our reputation, affect our relationships with our customers or suppliers, lead to claims against us and ultimately harm our business. In addition, we may be required to incur significant costs to protect against damage caused by these disruptions or security breaches in the future.

A rise in interest rates would increase the cost of servicing our debt.

Before taking into account the impact of interest rate hedges, 25.7% of our gross debt was exposed to variable rates as at 31 December 2023, compared with 29.4% as at 31 December 2022. Our variable rate financial debt relates primarily to the Syndicated Credit Facility, when drawn, the EIB Loan, the Latin American Syndicated Loans and the Term Loan, as well as our short-term debt. Our main fixed rate debt consists of the 2025 Notes, the 2026 Notes, the 2027 Notes, the 2027 Sustainability-Linked Notes, the 2026 Sustainability-Linked Notes, the 2028 Notes, the 2029 Green Notes, the Schuldscheindarlehen and the JPY Notes.

We manage hedging of interest rate risks centrally. This management is handled by our Group's Treasury Department, which reports to our General Management. Interest rate hedging decisions are made by a Market Risk Management Committee that meets on a monthly basis.

As a significant portion of FORVIA's debt is indexed on variable rates, the Group is exposed to changes in interest rates. Any significant variation in interest rates would lead to an increase in financial expenses and could have a significate impact on our financial results.

We face challenges associated with climate change, and increasing environmental regulation could have a significant impact on the economy, our reputation, business, financial condition and operations.

The political and societal drive towards action against climate change has now reached the forefront of the political agenda in many countries and regions of the world. The Green Deal in Europe to reduce greenhouse gas emissions by 55% in 2030 and to have no net emissions in 2050 is a clear demonstration of this, as is the emphasis put on renewable energy in economic recovery plans. With transport accounting for around one quarter of global CO_2 emissions and passenger vehicles accounting for around 10%, the automotive industry has a strong responsibility to reduce greenhouse gas emissions and reduce its environmental impact. Climate change, and businesses' response to its emerging threats, are under increasing scrutiny by governments, regulators and the public alike. We face various risks associated with climate change including increasing levels of regulation, changes in consumer behaviour and the potential impact of increases in extreme weather events.

The automotive sector is subject to increasing regulatory constraints related to CO_2 emissions including, in particular, European Regulation 2019/631, which provides for additional reductions in CO_2 emissions of passenger vehicles by 37.5% from 2021 to 2030. In addition, the automotive sector may be strongly impacted in the future by the introduction of stricter regulations on climate issues, particularly in the area of vehicle life cycle analysis. Regulations on the life cycle carbon footprint of vehicles would have a direct impact on the products and solutions that we provide. Our greenhouse gas emissions footprint consists of our direct and indirect emissions (scopes 1 and 2, respectively), and mostly from our controlled upstream and downstream value chain (scope 3), as well as from our purchasing activities. To accelerate the climate transition, public authorities are expected to constrain total footprint with new taxes and regulations. In addition, more extensive regulations aimed at reducing emissions of NOx in urban areas and CO_2 globally could lead to an increase in demand for vehicles that pollute less. Consumer behaviour may also evolve as a result of greater environmental awareness, encouraging new models of mobility and vehicle ownership as well as the purchase of more eco-friendly vehicles. Finally, extreme weather-related events (such as floods, cyclones and storms) may impact production facilities located near rivers or basins, which could disrupt production and thereby lead to customer delays and, potentially, loss of business.

Failure to anticipate, identify and manage risks associated with climate transition could have a significant impact on our financial condition, business and reputation. Furthermore, our operations may be interrupted due to the loss, closure or suspension of our production facilities, whether as a result of extreme weather-related events or failure to comply with more stringent regulations.

Our failure to successfully maintain health, safety and environmental policies and procedures could have a material adverse effect on our reputation and otherwise on our business and financial condition.

As part of our production activities, our personnel are exposed to a variety of risks, including accidents, occupational illnesses or illnesses related to the workplace environment in general that may affect their health or physical safety.

As of 31 December 2023, the Group employed around 98,400 operators worldwide, i.e., approximately 64% of our total headcount. As part of the Group's production activities, personnel are exposed to a variety of risks, including accidents, occupational illnesses or illnesses related to the workplace environment in general that may affect their health or physical safety.

If our personnel were to experience harm in the workplace, our business, reputation and financial condition could be negatively impacted.

We rely on capital markets to provide liquidity to operate and grow our business.

The capital and credit markets provide us with liquidity to operate and grow our business beyond the liquidity that operating cash flows provide. A worldwide economic downturn and/or capital market disruptions could reduce the Group's ability to raise the funding required to run its operations and execute its strategic plan. If our access to capital were to become significantly constrained, or if the cost of capital increased significantly, due to lowered credit ratings, prevailing industry conditions, the volatility of the capital markets or other factors, the inability to access such resources could have an adverse impact on the profitability of the Group and its financial condition, results of operations and cash flows.

We are subject to fluctuations in exchange rates, primarily between the euro and other operating currencies.

Given our international footprint, we are exposed to risks arising from fluctuations in the exchange rates of certain currencies, particularly due to the location of some of our production sites, as well as the fact that certain subsidiaries purchase raw materials and other supplies or sell their products in a currency other than their functional currency. The Group is also faced with the translation risk linked to the contribution of affiliates, whose functional currency is not the euro, to the consolidated financials. The sales, net profit and cash flows of these subsidiaries, when converted into €, are sensitive to fluctuations in their accounting currency against the euro.

We centrally hedge foreign exchange rate risk and our subsidiaries mainly using forward or optional foreign exchange transactions as well as foreign currency financing. We manage foreign exchange risks centrally, through our Finance and Treasury Department, which reports to our General Management.

Hedging decisions are made by a Market Risk Management Committee that meets on a monthly basis. Currency risks on forecast transactions are hedged based on estimated cash flows determined in forecasts validated by our General Management. The related derivatives are classified as cash flow hedges when there is a hedging relationship that satisfies IFRS 9 financial instruments: recognition and measurement (which outlines the requirements for the recognition and measurement of financial assets) ("**IFRS 9**") criteria.

A fluctuation in exchange rates could have an adverse impact on the Group's financial results.

We are subject to fluctuations in the prices of raw materials and inflation.

We are exposed to commodity risk through our direct purchases of raw materials and indirectly through components purchased from our suppliers. In 2023, the proportion of our direct purchases of raw materials, mainly steel, thermoplastic resins and semi-conductors, and the raw materials share of indirect purchases of components made of these same raw materials, represented approximately 45% of the Group's total purchases. The prices of these raw materials are subject to fluctuations, the underlying causes of which are linked to structural supply capacity, demand and international geopolitical relations. Since 2022, rising inflation also contributed to the increase in the costs of purchased components in consideration of energy, transport and labor. Our operating and net income could be adversely affected by changes in the prices of the raw materials we use, notably steel and plastics.

To the extent that our sales contracts with customers do not include price indexation clauses linked to the price of raw materials, we are exposed to risks related to unfavourable fluctuations in commodity prices. We do not use derivatives to hedge our purchases of raw materials or energy. However, energy purchases are covered by hedging mechanisms. With regard to inflation, sales contracts with customers do not systematically include an indexation clause based on cost parameters.

In addition, our business is affected by general economic conditions and macroeconomic trends which can impact overall demand for our products and the markets in which we operate including, for example, inflation and trade tensions between the EU and the U.S. and between the U.S. and China. Furthermore, any weakening in economic conditions may affect the automotive supply industry globally, and negative economic conditions in one or more regions may affect the automotive supply industry in other regions. Our business, financial condition and results of operations may be materially and adversely affected by an economic downturn on a global scale or in significant markets in which we operate. These risks may be further exacerbated by macroeconomic trends and developments, such as trade tensions between various countries and regions, which could lead to unfavourable changes in trade policies that apply to our products. These developments could have a material adverse effect on our business, financial condition and results of operations.

If commodity prices were to rise steeply, we may not be able to pass on all such price increases to our customers, which could have an unfavourable impact on our sales and which could in turn have a material adverse effect on our business, financial condition and results of operations. A change of 10% to 20% in the price of raw materials, would have an impact from 50 bps to 100 bps on the Group's operating income. In addition, if we are unable to secure a sufficient quantity of semiconductors, we could be exposed to operational losses as well as client claims seeking indemnification. Bottlenecks in the value chain, which are mainly the result of a general shortage of certain electronic components and have been amplified by external factors over which we have limited control, could result in higher costs of transportation, raw materials, energy, workforce and quality assurance, for example, which may affect our financial results.

These raw materials risks could also affect customer-supplier relationships. Automakers could require the creation of larger safety stocks, which could result in revisions of existing contractual arrangement. Impacts from such changes to customer-supplier relationships may affect our financial results.

The Covid-19 pandemic has had a material adverse effect on our business, affecting sales, production, supply chains and employees, and has caused and may continue to cause severe disruptions in the global economy and financial markets, which could potentially create widespread business continuity issues.

We are present in many countries that were particularly affected by the Covid-19 pandemic, and from March 2020 we implemented measures to protect our employees, suppliers and subcontractors and aiming to reduce the economic and financial impacts that the Covid-19 pandemic had on our business.

The effects of the Covid-19 pandemic had and may again have a material adverse effect on our business and results of operations, including as a result of:

- the disruption of production and supply chains in countries affected by the pandemic;
- the global demand for our customers' products (new ways of working, etc.);
- the health impacts on the wellbeing and availability of our employees and service providers, particularly in our factories and R&D centres; and
- the impact of the Covid-19 pandemic on our financial performance (sales, operating margin and cash in particular),

the consequences of which included the partial or total shutdown of the Group's production sites and R&D centres located in impacted areas, which led to delays in the execution of contracts, or the postponement of decisions concerning the placement of orders, or even their cancellation. The effects of the Covid-19 pandemic materially impacted our sales in the year ended 31 December 2021 and, particularly due to Covid-related restrictions in China, the six months ended 30 June 2022, and may in the future have a material adverse impact on our sales. In addition, the shortage of semiconductors linked to the Covid-19 pandemic had an impact on our sales volumes.

Some of our sites and suppliers have had to reduce or cease their activities as a result of the Covid-19 pandemic, and we cannot guarantee that they will not be forced to do so again in the future, particularly in the event of new surges in Covid-19 cases, the appearance of new variants or as the result of another virus in the countries in which we or our suppliers operate.

The extent of the impact of the Covid-19 pandemic, or any such similar pandemic in the future, on our business and financial performance, including our ability to execute our near-term and long-term operational, strategic and capital structure initiatives, will depend on future developments, including the duration and severity of a new pandemic, which remain uncertain.

We face litigation risks, including product liability, warranty and recall risk.

We are currently and may in the future become subject to legal proceedings and commercial or contractual disputes. These are typically lawsuits, claims and proceedings that arise in the normal course of business including, without limitation, claims pertaining to product liability, product safety, environmental, safety and health, intellectual property, employment, commercial and contractual matters and various other matters. We are also subject to investigations by various regulatory authorities regarding compliance with local laws in certain jurisdictions. See "*Business – Litigation*" for further information.

The frequency and outcome of such lawsuits, investigations, claims or proceedings cannot be predicted with certainty. There exists the possibility that such claims may have an adverse impact on our results of operations that is greater than we anticipate, and/or negatively affect our reputation.

We are also subject to a risk of product liability or warranty claims if our products actually or allegedly fail to perform as expected or the use of our products results, or is alleged to result, in bodily injury and/or property damage. While we maintain reasonable limits of insurance coverage to appropriately respond to such exposures, large product liability claims, if made, could exceed our insurance coverage limits and further insurance may not continue to be available on commercially acceptable terms, if at all. We may incur significant costs to defend these claims or experience product liability losses in the future. In addition, in the event of the failure or suspected failure of products designed by the Group, the latter may be forced to recall and exchange them. The future cost associated with providing product warranties and/or bearing the cost of repair or replacement of our products could have a material adverse effect on our business, financial condition and results of operations.

Our insurance coverage may not be adequate to cover all the risks we may face and it may be difficult to obtain replacement insurance on acceptable terms or at all.

Our production plants, equipment and other assets are insured for property damage and business interruption risks, and we carry insurance for products liability risks. Our insurance policies are subject to deductibles and other coverage limitations and we cannot ensure you that we are fully insured against all potential hazards incident to our business, including losses resulting from risks of war or terrorist acts, certain natural hazards (such as earthquakes), environmental damage or all potential losses, including damage to our reputation. We have entered into liability insurance which includes specific policies such as environmental liability insurance and coverage of liability for damages resulting from accidents.

However, as some risks cannot be assessed or can only be assessed to a limited extent, the possibility of loss or damage not being covered by the insured amounts and provisions cannot be ruled out. Should such loss or damage occur, this could have a material adverse effect on our business, financial conditions and results of operations.

If we incur a significant liability for which we are not fully insured or if premiums and deductibles for certain insurance policies were to increase substantially as a result of any incidents for which we are insured, this could have a material adverse effect on our business, financial condition and results of operations.

We face risks related to the intellectual and industrial property we use.

We consider that we either own or may validly use all the intellectual and industrial property rights required for our business operations and that we have taken all reasonable measures to protect our rights or obtain guarantees from the owners of third party rights. However, we cannot rule out the risk that our intellectual and/or industrial property rights may be disputed by a third party on the grounds of pre-existing rights or for any other reason.

We conduct an active R&D policy and file patents and designs for technologies, products and processes in many countries. As of 31 December 2023, we have more than 13,400 patents in our patent portfolio. Due to this significant volume, we may be exposed to infringement of our intellectual property rights by third parties. In addition, we may also be exposed to the involuntary infringement of intellectual property rights held by third parties, such as in the case of unpublished or unidentified rights. The infringement of intellectual property rights held by the Group is likely to have an adverse impact on our business and results, as well as our image and the reputation of our products.

We cannot guarantee that our intellectual property rights will not be disputed by a third party, including by non-practicing entities or "patent trolls" on the grounds of pre-existing rights or for any reason. The use of new technologies also entails the risk of infringing upon patent of other companies, and the materialization of such risk could result in a negative financial impact as a result of claims for damages, loss of business income or damage to our reputation. We may also be required to modify our products or processes or negotiate rights of use with third parties, which may generate significant financial consequences.

Furthermore, for countries outside France, we cannot be sure of holding or obtaining intellectual and industrial property rights offering the same level of protection as those in France.

The ongoing military action between Russia and Ukraine could adversely affect our business, financial condition and results of operations.

In February 2022, Russian military forces launched a military action against Ukraine, and sustained conflict and disruption in the region is likely. Although the length, impact and outcome of the ongoing military conflict in Ukraine is highly unpredictable, this conflict has and could continue to disrupt markets, including significant volatility in commodity prices, financial markets, supply chain interruptions, changes in consumer or purchaser preferences as well as increase in cyberattacks and espionage.

The conflict in the region has had and could continue to have a direct impact on our operations and sales in Russia, and has also had an indirect impact on automotive production globally. We historically operated certain sites in Russia. FORVIA has concluded its disengagement from Russia, with the sale of its three operating entities (Faurecia Environmental solutions-Russia, Faurecia Automotive Solutions, Faurecia Interior Togliatti) in December 2023, after having obtained the necessary regulatory authorizations from the Russian administration. FORVIA. FORVIA has no operational activities in Russia since end of December 2023. We do not have direct operations or material sales in Ukraine, although Ukraine is a major exporter of wire harnesses used in the production of automobiles. Continuation of the conflict could lead to further supply chain disruptions and may have a material adverse impact on demand for our products.

The ongoing conflict between Russia and Ukraine has impacted global energy markets, particularly in Europe, leading to high volatility and increasing prices for crude oil, natural gas and other energy supplies. Higher energy costs result in increases in operating expenses at our manufacturing facilities, in the expense of shipping raw materials to our facilities, and in the expense of shipping products.

Russia's annexation of portions of Ukraine and military action against Ukraine have led to sanctions being levied by the United States, the European Union, the United Kingdom, Canada, Switzerland, Japan and other countries targeting persons and entities in Russia, Belarus, and certain regions of Ukraine, including, among others, removing certain Russian financial institutions from the Society for Worldwide Interbank Financial Telecommunication ("**SWIFT**") payment system, which can significantly hinder the ability to transfer funds in and out of Russia. In response, Russia has instituted counter-sanctions against such countries. The situation is rapidly evolving as a result of the conflict in Ukraine, and the United States, the European Union, the United Kingdom and other countries may implement additional sanctions, export controls or other measures against Russia or other countries, regions, officials, individuals or industries in the respective territories. Such sanctions and other measures, as well as any potential responses from Russia or other countries to such sanctions, tensions and military actions, could adversely affect the global economy and financial markets and could adversely affect our business, financial condition and results of operations.

We are actively monitoring the situation in Ukraine and assessing its impact on our business, including its impact on commodity prices and supply chains. We have no way to predict the progress or outcome of the conflict in Ukraine or its impacts in Ukraine, Russia or Belarus as the conflict, and any resulting government reactions, are rapidly developing and beyond our control. The extent and duration of the military action, sanctions and resulting market disruptions could be significant and could potentially have substantial impact on the global economy and our business for an unknown period of time. Any of the abovementioned factors could affect our business, financial condition and results of operations. Any such disruptions may also magnify the impact of other risks described in this offering circular.

Industrial and environmental risks could disrupt our business and a have a material adverse effect on our business, financial condition and results of operations.

The Group has approximately 257 industrial sites and 78 R&D centres. Our manufacturing sites are subject to risks associated with fire, explosion, natural disaster (such as floods, earthquakes, cyclones or blizzards, including those resulting from climate change), systems failure, accidental pollution and non-compliance with current or future regulations. We have experienced major accidents in the past, such as fires, flooding and explosions, and although we have extensive health and safety policies in place, we cannot assure you that we will be able to prevent future industrial accidents at our plants or R&D centres in the future. In addition, some of our plants are highly specialised in terms of manufacturing, and it would be difficult to set up alternative solutions within a short period of time in the event of a major accident.

Our industrial activities and use of a large number of potentially polluting products and materials in the context of the product manufacturing process expose us to environmental risks, such as the risk of accidental pollution and other risks related to the tightening of environmental regulations. We may also be exposed to operational risks related to poor energy management (such as generating excessive CO_2 emissions) or poor management of raw materials or waste. Any failure to comply with environmental regulations could cause damage to our reputation and generate a significate financial impact, including in the form of criminal law sanctions or lost opportunities. Accidental pollution could also require us to incur significant costs for the decontamination of the sites impacted.

Moreover, the occurrence of any natural disaster could cause the total or partial destruction of a plant and thus prevent us from supplying products to our customers, causing further disruption at their plants for an indeterminate period of time. These various risks may result in us incurring additional costs, which could have a material adverse effect on our business, financial condition and results of operations.

Non-compliance with internal corporate governance requirements and anti-corruption regulations.

We have a number of company-wide policies and measures, including our "Code of Ethics", which addresses the latest requirements of applicable French anti-corruption legislation, our management code and other measures such as our Code of Conduct for the Prevention of Corruption and our Guide to Good Practice in Combating Anti-Competitive Practices, which put into practice many of the principles set out in the Code of Ethics. There can be no assurance that violations of our internal corporate governance requirements will not occur. In the event violations do occur, they could harm our reputation and result in fines, which could in turn have a material adverse effect on our business, financial condition and results of operations and therefore on our ability to fulfil our obligations under the Notes.

Furthermore, our organization is decentralised and located in 41 countries, and each of these countries may have anti-corruption legislation that is potentially extra-territorial in scope. This is in particular the case with regard to the Sapin II Law in France, the Bribery Act in the United Kingdom and the Foreign Corrupt Practices Act in the United States. The Group is exposed to sanctions in the event of any non-compliance with any such regulations. In addition, given the specific nature of the automotive sector (in particular, the presence of a reduced number of stakeholders in certain markets), the Group may also be exposed to antitrust risks (for example, cartel arrangements). These regulations, some of which are quite recent, and the specific nature of the sector mean that the Group is exposed to sanctions in the event of non-compliance, which could in turn have a material adverse effect on the Group's business, financial condition and results of operations. In addition, should the Group's integrity in these matters be called into question, this could have significant consequences on its reputation and commercial activity.

Our reputation is critical to our business.

Our results of operations depend on maintaining a positive reputation with customers. Any negative incident could significantly affect our reputation and damage our business.

We may be adversely affected by any negative publicity, regardless of its accuracy, including without limitation with respect to:

- the quality of our products;

- damage to the environment (including our carbon footprint and impact on climate change);
- employee or customer injury;
- failure of our information technology (IT) and data security infrastructure, including security breaches of confidential customer or employee information;
- employment-related claims relating to alleged employment discrimination, wages and hours;
- violations of law or regulations;
- labour standards or healthcare and benefits issues; or
- our brand being affected globally for reasons outside of our control.

While we try to ensure that our suppliers maintain the reputation of our brand, suppliers may take actions that adversely affect our reputation. In 2023, we worked with more than 25,000 suppliers. Due to this large number of suppliers, we may be unable to exclude, and may not be aware of, bad practices within these suppliers in terms of compliance with environmental standards, business ethics, employment law or human and fundamental rights. If one of our suppliers has failed, or is suspected of having failed, to comply with environmental standards, business ethics, employment law or human and fundamental rights, or if our integrity on these issues is called into doubt, we may experience significant consequences to our reputation, business activity and financial position.

In addition, through the increased use of social media, individuals and non-governmental organizations have the ability to disseminate their opinions regarding the safety of our products, and our business, to an increasingly wide audience at a faster pace. Any failure to effectively respond to any negative opinions or publicity in a timely manner could harm the perception of our brand and products and damage our reputation, regardless of the validity of the statements against us and ultimately harm our business.

We are subject to changes in financial reporting standards or policies which could materially adversely affect our reported results of operations and financial condition.

Our consolidated financial statements are prepared in accordance with IFRS, which is periodically revised or expanded. Accordingly, from time to time we are required to adopt new or revised accounting standards issued by recognised bodies, including the International Accounting Standards Board ("**IASB**"). It is possible that future accounting standards which we are required to adopt, or as a result of choices we make, could change the current accounting treatment that applies to our consolidated financial statements and that such changes could have a material adverse effect on our reported results of operations and financial condition and may have a corresponding impact on capital ratios. As a result, our credit ratings and perceived financial condition might be negatively affected, which as a result could negatively impact our ability to access the capital markets for funding purposes.

Risks Related to the Notes

The Notes are solely obligations of the Issuer and will be structurally subordinated to all of the claims of creditors of the Issuer's subsidiaries, including HELLA.

None of the Issuer's subsidiaries will guarantee the Notes. You will therefore not have any direct claim on the cash flows or assets of the Issuer's subsidiaries, and the Issuer's subsidiaries will have no obligation, contingent or otherwise, to pay amounts due under the Notes, or to make funds available to the Issuer for those payments.

Generally, claims of creditors of a subsidiary, including lenders and trade creditors, will effectively have priority with respect to the assets and earnings of the subsidiary over the rights of its ordinary shareholders, including the Issuer. Accordingly, claims of creditors of a subsidiary will also effectively have priority over the claims of creditors of the Issuer, including claims of holders of the Notes. In the event of a bankruptcy, liquidation or reorganization of any of our subsidiaries, holders of their indebtedness and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to the Issuer. The Notes, therefore, will be effectively junior and structurally subordinated to all debt and other liabilities of our subsidiaries, including liabilities owed to trade creditors. As at 31 December 2023, our subsidiaries, including HELLA, had €1,602.4 million of gross financial debt to third parties, of which leases accounted for €1,055.5 million, and a net cash position of €2,910.8 million. In addition, as at 31 December 2023, our consolidated trade payables amounted to €8,397.9 million, substantially all of which was incurred by our subsidiaries. Pursuant to the Trust Deed governing the Notes, our subsidiaries will be permitted to incur additional indebtedness, which will rank structurally ahead of the Notes. See "*Terms and Conditions of the Notes – Condition 6.1: Limitation on Indebtedness*".

We will rely on payments from our subsidiaries to pay our obligations under the Notes.

The Issuer is primarily a holding company, with business operations principally located at the level of our subsidiaries. Accordingly, we will have to rely largely on dividends and other distributions from our subsidiaries to make payments under the Notes. We cannot be certain that the earnings from, or other available assets of, these operating subsidiaries will be sufficient to enable us to pay principal or interest on the Notes when due.

The payment of dividends and the making of loans and advances to us by our subsidiaries are subject to various restrictions, including:

- restrictions under applicable company law that restrict or prohibit companies from paying dividends unless such payments are made out of profits available for distribution;
- restrictions under the laws of certain jurisdictions that can make it unlawful for a company to provide financial assistance in connection with the acquisition of its own shares or the shares of any of its holding companies;
- statutory or other legal obligations that affect the ability of our subsidiaries to make payments to us on account of intercompany loans; and
- existing or future agreements governing our or our subsidiaries' debt may prohibit or restrict the payment of dividends or the making of loans or advances to us.

If we are not able to obtain sufficient funds from our subsidiaries, we will not be able to make payments on the Notes.

We may not have the ability to repay the Notes.

We may not be able to repay the Notes at maturity. Moreover, we may be required to repay all or part of the Notes prior to their scheduled maturity upon an event of default. If you were to require us to repay the Notes following an event of default, we cannot guarantee that we would be able to pay the required amount in full. Our ability to repay the Notes will depend, in particular, on our financial condition at the time of the required repayment, and may be limited by applicable law, or by the terms of our indebtedness and the terms of new facilities outstanding on such date, which may replace, increase or amend the terms of our existing or future indebtedness.

Our other creditors, in particular the lenders under the loans and creditors under factoring arrangements and other indebtedness described in "*Description of Other Indebtedness*", would be able to accelerate their loans or claims if certain events occur, such as breach of certain financial covenants that would not permit the acceleration of the Notes. Such an event would have a significant impact on our ability to repay the Notes. Furthermore, our failure to repay the Notes could result in a cross-default under other indebtedness.

A substantial amount of our indebtedness will mature before the Notes, and we may not be able to repay this indebtedness or refinance this indebtedness at maturity on favourable terms, or at all.

Substantially all of our indebtedness will mature prior to the maturity of the Notes.

Our ability to service our current debt obligations and to repay or refinance our existing debt will depend in part on a combination of generation of cash flow from our operations and cash produced by the disposal of selected assets, as well as on our ability to obtain financing. There can be no assurance that we will continue to generate sufficient cash flow in the future to service our current debt obligations and our other operating costs and capital expenditures, particularly if global or regional economies were to experience another significant economic downturn. Further, there can be no assurance that we will be able to consummate such disposals or, if consummated, that the terms of such transactions will be advantageous to us.

In addition, our ability to refinance our indebtedness, on favourable terms, or at all, will depend in part on our financial condition at the time of any contemplated refinancing. Any refinancing of our indebtedness could be at higher interest rates than our current debt and we may be required to comply with more onerous financial and other covenants, which could further restrict our business operations and may have a material adverse effect on our business, financial condition, results of operations and prospects and the value of the Notes. We cannot assure you that we will be able to refinance our indebtedness as it comes due on commercially acceptable terms or at all and, in connection with the refinancing of our debt or otherwise, we may seek additional financing, dispose of certain assets, reduce or delay capital investments or seek to raise additional capital.

The Issuer intends to use a portion of the proceeds of the Offering to repay certain outstanding indebtedness of the Issuer or any of its subsidiaries. If and until the date on which any such outstanding indebtedness will be repaid, the Issuer will retain such proceeds in a general corporate treasury account. The general corporate treasury account may be a term deposit account and/or may be invested in short-term money-market and similar instruments and will be available to fund ongoing operating and investment requirements.

If there were an event of default under any of our debt instruments that was not cured or waived, the holders of the defaulted debt could terminate their commitments thereunder and cause all amounts outstanding with respect to such indebtedness to be due and payable immediately, which in turn could result in cross defaults under our other debt instruments, including the Notes. Any such actions could force us into bankruptcy or liquidation, and we may not be able to repay the Notes in such an event.

Restrictions imposed by our debt arrangements limit our ability to take certain actions.

The Syndicated Credit Facility, the Latin American Syndicated Loans, the EIB Loan, the HELLA Indebtedness, the Japanese Yen Term and Revolving Facilities, the Schuldscheindarlehen, the Term Loan, the Trust Deed and the trust deeds governing the 2025 Notes, the 2026 Notes, the 2026 Sustainability-Linked Notes, the 2027 Notes, the 2027 Sustainability-Linked Notes, the 2028 Notes, the 2029 Green Notes and the JPY Notes limit our flexibility to operate our business. For example, certain of these agreements restrict or will restrict, our and certain of our subsidiaries' ability to, among other things:

- borrow money;
- create certain liens;
- guarantee indebtedness; or
- merge, consolidate or sell, lease or transfer all or substantially all of our assets.

In addition, the Syndicated Credit Facility limits, among other things, our ability and our subsidiaries' ability to pay dividends or make other distributions, make certain asset dispositions, make certain loans or investments, issue or sell share capital of our subsidiaries or enter into transactions with affiliates. The total amount available under the EIB Loan is subject to conditions related to our investment and refinancing in the hydrogen business, and failure to meet such conditions may cause a reduction in the amount available for borrowing. The operating and/or financial restrictions and/or covenants in the Syndicated Credit Facility, the Japanese Yen Term and Revolving Facilities, the Schuldscheindarlehen, the EIB Loan, the Latin American Syndicated Loans, the Term Loan, the Trust Deed and the trust deeds governing the 2025 Notes, the 2026 Notes, the 2026 Sustainability-Linked Notes, the 2027 Notes, the 2027 Sustainability-Linked Notes, the 2028 Notes, the 2029 Green Notes and the JPY Notes may adversely affect our ability to finance our future operations or capital needs or engage in other business activities that may be in our interest. In addition to limiting our flexibility in operating our business, a breach of the covenants in the Syndicated Credit Facility, the Japanese Yen Term and Revolving Facilities, the Schuldscheindarlehen, the EIB Loan, the Latin American Syndicated Loans, the Term Loan, the Trust Deed or the trust deeds governing the 2025 Notes, the 2026 Notes, the 2026 Sustainability-Linked Notes, the 2027 Notes, the 2027 Sustainability-Linked Notes, the 2028 Notes, the 2029 Green Notes and the JPY Notes could cause a default under the terms of each of those agreements, causing all the debt under those agreements to be accelerated. If this were to occur, we may not have sufficient assets to repay our debt.

We may be unable to raise funds necessary to finance any change of control repurchase offers required by the Notes.

If we experience a change of control, pursuant to the Trust Deed, each holder of the Notes will have the right to require that we purchase all or any of the outstanding Notes of such holder at a price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase. Additionally, a change of control under the Syndicated Credit Facility, or the Schuldscheindarlehen, unless waived by a lender, would result in cancellation of such lender's commitments under such facility and all amounts outstanding under such facility owed to such lender would become immediately due and payable. In addition, a change of control under the 2025 Notes, the 2026 Notes, the 2026 Sustainability-Linked Notes, the 2027 Notes, the 2027 Sustainability-Linked Notes, the 2028 Notes, the 2029 Green Notes, the JPY Notes, the Notes or the HELLA Indebtedness would give bondholders the option to have their respective bonds repurchased at par or 101% of the principal amount thereof, respectively, in each case plus accrued and unpaid interest.

We may not have the resources to finance the repurchase of the Notes, the 2025 Notes, the 2026 Notes, the 2026 Sustainability-Linked Notes, the 2027 Notes, the 2027 Sustainability-Linked Notes, the 2028 Notes, the 2029 Green Notes, the JPY Notes and the HELLA Indebtedness or the early repayment of certain of our indebtedness following a change of control. Therefore, we expect that we would require third party financing to make an offer to repurchase the Notes upon a change of control. We cannot give any assurances that we would be able to obtain such financing. Our failure to effect a change of control offer when required would constitute an event of default under the Trust Deed.

In addition, the change of control provision in the Notes may not necessarily afford investors protection in the event of certain important corporate events, including a reorganization, restructuring, merger or other similar transactions involving our Group that may adversely affect holders of Notes, because such corporate events may not involve a shift in voting power or beneficial ownership or, even if they do, may not constitute a "Change of Control" as defined in the Terms and Conditions of the Notes.

The Notes are not necessarily suitable for all investors.

Investors must have sufficient knowledge and experience in financial markets and familiarity with our Group to evaluate the benefits and risks of investing in the Notes, as well as knowledge and access to analytical tools in order to assess these benefits and risks in the context of their financial situation. The Notes are not suitable for investors who are not familiar with concepts such as optional redemption, covenants, events of default or other financial terms governing these types of securities.

Investors must also be sure that they have sufficient financial resources to bear the risks inherent in the purchase of Notes and that an investment in this type of security is appropriate in the context of their financial situation.

Exchange rate risks exist for certain holders of the Notes.

We will make all payments under the Notes in euros. Any holder of the Notes who conducts its financial activities mainly in a currency other than the euro should take into consideration the risk that the rates of exchange could fluctuate and the risk that the authorities of the countries of the relevant currencies could modify any exchange controls. An appreciation of the value of the currency of the holder of the Notes compared to the euro would decrease, in the currency of the holder of the Notes, the value of payments (interest and principal) received under the terms of the Notes, the market value of the Notes, and thus the return of the Notes for such holder of the Notes.

Moreover, governments and monetary authorities could impose (as some have done in the past) exchange controls that could affect the applicable exchange rate. In such a case, holders of the Notes could receive principal or interest in amounts lower than expected, or even no principal or interest.

There currently exists no market for the Notes, and we cannot provide assurance that an active trading market will develop for the Notes.

The Notes will be new securities for which there currently is no market. Application has been made to list the Notes on the Official List of Euronext Dublin and to admit the Notes for trading on the Global Exchange Market. However, there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. In an illiquid market, an investor is subject to the risk of not being able to sell Notes at any time at fair market prices or at all.

The liquidity of any market for the Notes will depend on the number of holders of the Notes, prevailing interest rates, the market for similar securities and other factors, including general economic conditions and our financial condition, results of operations and prospects, as well as recommendations of securities analysts. Historically, the market for non-investment grade securities has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the Notes. The liquidity of a trading market for the Notes may be adversely affected by a general decline in the market for similar securities and is subject to disruptions that may cause volatility in prices. It is possible that the market for the Notes will be subject to disruptions. Any such disruption may have a negative effect on investors in the Notes, regardless of our financial condition, results of operations and prospects.

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policies of central banks, overall economic developments, inflation rates and the level of demand for the Notes and for high yield securities generally, as well as our financial condition, results of operations and prospects. The Notes may thus trade at prices that are lower than their initial purchase price. The holders are therefore exposed to the risk of an unfavourable development of market prices of their Notes which materialise if the holders sell the Notes prior to the final maturity.

The Notes may not become, or remain, listed on Euronext Dublin.

Although the Issuer has, pursuant to the Trust Deed, agreed to use its commercially reasonable efforts to have the Notes listed on the Official List of Euronext Dublin and admitted to trading on the Global Exchange Market thereof and to maintain such listing as long as the Notes are outstanding, the Issuer cannot assure you that the Notes will become, or remain, listed. If the Issuer cannot maintain the listing on the Official List of Euronext Dublin and the admission to trading on the Global Exchange Market or it becomes unduly burdensome to make or maintain such listing, the Issuer may cease to make or maintain such listing on the Official List of Euronext Dublin, provided that it will use reasonable best efforts to obtain and maintain the listing of the Notes on another recognised stock exchange in Europe, although there can be no assurance that the Issuer will be able to do so. Although no assurance can be made as to the liquidity of the Notes as a result of listing on the Official List of Euronext Dublin or another recognised stock exchange in Europe in accordance with the Trust Deed, failure to be approved for listing or the delisting of the Notes from the Official List of Euronext Dublin or another listing exchange in accordance with the Trust Deed may have a material adverse effect on a holder’s ability to resell Notes in the secondary market.

The market value of the Notes could decrease if our creditworthiness worsens.

The market value of the Notes will suffer if the market perceives us to be less likely to fully perform all our obligations under the Notes, which could occur, for example, because of the materialization of any of the risks listed above regarding our Group. Even if the likelihood that we will be in position to fully perform all our obligations under the Notes has not actually decreased, market participants could nevertheless have a different perception. In addition, the market participants’ estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business as us could adversely change, causing the market value of the Notes to fall. If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialization of these risks. Under these circumstances, the market value of the Notes will decrease.

The rights of holders of the Notes will be limited so long as the Notes are issued in book-entry interests.

Owners of the book-entry interests will not be considered owners or holders of Notes unless and until definitive notes are issued in exchange for book-entry interests. Instead, Euroclear or Clearstream, or their nominees, will be the sole holders of the Notes.

Payments of principal, interest and other amounts owing on or in respect of the Notes in global form will be made by the Issuer to the Principal Paying Agent, which will make payments to the clearing system. Thereafter, such payments will be credited to the clearing system participants' accounts that hold book-entry interests in the Notes in global form and credited by such participants to indirect participants. After payment to the clearing system, neither we, nor the Trustee nor the Principal Paying Agent, will have any responsibility or liability for any aspect of the records relating to, or payments of, interest, principal or other amounts to the clearing system, or to owners of book-entry interests.

Owners of book-entry interests will not have the direct right to act upon our solicitations for consents or requests for waivers or other actions for holders of the Notes. Instead, holders of the Notes may be entitled to act only to the extent that they have received appropriate proxies to do so from the clearing system or, if applicable, from a participant. We cannot assure you that procedures implemented for the granting of such proxies will be sufficient to enable you to vote on any requested actions on a timely basis.

Early redemption of the Notes may reduce an investor's expected yield.

We may redeem, in whole or in part, a series of the Notes at our option at the principal amount of the Notes plus accrued and unpaid interest, if any, to the date fixed for redemption, plus the applicable "make-whole" premium, if applicable, as more fully described in "*Terms and Conditions of the Notes – Condition 3: Optional Redemption*".

In addition, if certain changes in the law of any Relevant Taxing Jurisdiction (as defined under "*Terms and Conditions of the Notes – Condition 4: Taxation*") become effective that would impose withholding taxes or other deductions or government charges on the payments on the Notes, we may redeem a series of the Notes in whole, but not in part, at any time, at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, if any, and Additional Amounts, if any, to the date of redemption. We are unable to determine whether such a change to any tax laws will be enacted, but if such change does occur, the Notes will be redeemable at our option.

Such redemptions may occur at times when prevailing interest rates are relatively low. In the event that we exercise the option to redeem the Notes, you may suffer a lower than expected yield on your investment in the Notes and may not be able to reinvest the funds on the same terms.

Transfer of the Notes will be restricted, which may adversely affect the value of the Notes.

Because the Notes have not been, or will not be, and are not required to be, registered under the Securities Act or the securities laws of any other jurisdiction, they may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons, and may only be sold outside the United States or to, or for the account or benefit of, U.S. Persons, in offshore transactions in accordance with Regulation S or pursuant to another exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and all other applicable laws. These restrictions may limit the ability of investors to resell the Notes. It is the obligation of investors in the Notes to ensure that all offers and sales of the Notes within the United States and other countries comply with applicable securities laws. See "*Subscription and Sale of the Notes*".

French insolvency laws may not be as favourable to you as the insolvency laws of the United States or other countries.

French insolvency laws may apply to us. Under French insolvency law, should court-administered insolvency proceedings (being accelerated safeguard proceedings (*procédure de sauvegarde accélérée*), safeguard proceedings (*procédure de sauvegarde*), judicial reorganization proceedings (*procédure de redressement judiciaire*) and judicial liquidation proceedings (*procédure de liquidation judiciaire*)) be opened against us in France, our creditors (including holders of Notes) must file their proof of claims with the creditors' representative (*mandataire judiciaire*) or liquidator (*liquidateur*), as the case may be, within two months (or within four months in the case of creditors domiciled outside metropolitan France) of the publication of the opening judgment of the relevant proceedings in the BODACC (*Bulletin officiel des annonces civiles et commerciales*).

As part of safeguard proceedings or judicial reorganization proceedings, the affected parties (being creditors and equity holders whose rights are affected by the proposed restructuring plan(s)) may be grouped into classes of affected parties, each reflecting a sufficient commonality of economic interest based on objective verifiable criteria, for the purpose of voting on restructuring plan(s). Such class of affected parties shall be formed (i) when the debtor company (together with its subsidiaries) meet, at the date of the application for the commencement of proceedings, either of the following thresholds: (x) 250 employees and a net turnover of €20 million or (y) a net turnover of €40 million (on a standalone basis or together with other entities that they hold or control, within the meaning of Articles L. 233-1 and L. 233-3 of the French *Code de commerce*), or (ii) upon the debtor's request and with the authorization of the supervisory judge if they do not meet such thresholds. As part of accelerated safeguard proceedings, class-based consultation of affected parties is mandatory irrespective of the thresholds.

The allocation of affected parties among classes is carried out by the court-appointed judicial administrator (*administrateur judiciaire*). Should they be directly affected by the proposed restructuring plan(s), holders of Notes would be members of a class of affected parties (the "**Relevant Class of Affected Parties**"), potentially along with other similarly situated affected parties. Although holders of Notes are expected to be grouped within the same class for the purpose of court-administered proceedings affecting the Issuer, it cannot be ruled out that holders of the Notes would be grouped into different classes due to objective and ascertainable criteria that would then prevail.

In addition, holders of Notes should be aware that the judicial administrator is required to comply with subordination agreements entered into prior to the opening of the proceedings that have been brought to his attention when allocating affected parties into classes. The judicial administrator must disclose the method used to allocate affected parties into classes and to calculate the voting rights allocated to each affected party. Any affected party, the debtor, the judicial administrator, the creditors' representative, or the public prosecutor may dispute the same before the court-appointed supervisory judge (*juge commissaire*).

The Relevant Class of Affected Parties will vote on each proposed safeguard plan (*projet de plan de sauvegarde*), accelerated safeguard plan (*projet de plan de sauvegarde accélérée*) or judicial reorganization plan (*projet de plan de redressement*), as applicable, and may agree in this context to:

- increase the liabilities (charges) of the relevant affected parties (including the holders of Notes) by rescheduling due payments and/or partially or totally writing off claims including receivables in the form of debt securities;
- establish a differentiated treatment between affected parties as appropriate under the relevant circumstances; and/or
- convert debt claims (including the Notes) into shares or securities that give or may give rights to share capital.

Each Relevant Class of Affected Parties is invited to vote on the proposed plan. A two-thirds majority (calculated as a proportion of the relevant claims or rights held by affected parties of the Relevant Class of Affected Parties expressing a vote) is required to pass the plan.

Even if the proposed restructuring plan is approved by each class, the court can refuse to adopt a plan that does not provide a reasonable prospect of preventing the insolvency of the debtor or ensuring the viability of its business, or that does not sufficiently protect the interests of all affected parties.A restructuring plan may be also adopted despite the negative vote of a Relevant Class of Affected Parties on the proposed plan through a court-imposed cross-class cram-down. For the court to impose a cross-class cram-down on dissenting parties, various conditions must be met, including the following conditions:

- the debtor has consented to the cross-class cram-down if the proposed plan has been submitted as part of accelerated safeguard proceedings or safeguard proceedings. As part of a judicial reorganization proceedings any affected party would be entitled to request the application of a cross-class cram-down on dissenting parties (in addition to the debtor or the judicial administrator with the approval of the debtor);

- the "best interests of creditors" test is complied with (according to which any dissenting party should not be in a less favourable situation, due to the plan, than it would be under the application of either the priority order for the distribution of assets in judicial liquidation or the disposal price of the business pursuant to Article L. 642-1, or a better alternative solution if the plan were not approved);

- the proposed plan has been approved by a majority of classes (provided that at least one of those classes is a class of secured creditors with *in rem* security interests or ranks senior to the class of unsecured creditors) or, failing that, by at least one class (other than a class of equity holders or any other class which is likely to be "out of the money" (as determined pursuant to the French *Code de commerce* provisions));

- the "absolute priority rule" is complied with (according to which the claims of a dissenting class must be fully discharged (by identical or equivalent means) when a junior class is entitled to a payment or retains an interest under the proposed plan). The court may, however, waive this rule under certain conditions;

- affected parties sharing a sufficient commonality of interest within the same class benefit from an equal treatment and are treated in proportion to their claim or right;

- no class of affected parties is entitled under the proposed plan to receive or retain more than the full amount of their claims or interest;

- when one or more classes of equity holders have been constituted and have not approved the plan, (i) the plan must not provide for the transfer of rights of the class or classes of equity holders who have not approved the draft plan, and (ii) in the event of a capital increase subscribed for in cash, the shares issued are offered preferentially to the shareholders, proportionally to the portion of the capital represented by their shares, among other things; and

- any new financing is necessary to implement the proposed plan, and would not entail excessive harm to the interests of the affected parties.

In judicial reorganization proceedings, in case no plan is adopted through the class-based consultation, creditors will be consulted on a new proposed plan through the standard individual consultation procedure. As part of such standard consultation, the court has the possibility to impose a debt term out on dissenting creditors (including a holder of Notes) which may be up to 10 years.

More generally, provisions related to French insolvency proceedings would govern the common rights, interests, and representation of the holders of Notes in this context. Holders of Notes should be aware that they would generally have limited ability to influence the outcome of any accelerated safeguard proceedings, safeguard proceedings, judicial reorganization proceedings or judicial liquidation proceedings involving us in France.

The commencement of insolvency proceedings against the Issuer may have a material adverse effect on the market value of Notes issued by us. The vote of the Relevant Class of Affected Parties or other classes of affected parties, as the case may be, could substantially impact the holders of Notes and even cause them to lose all or part of their investment, should they not be able to recover amounts due to them from us.

Changes in tax laws or challenges to our tax position could adversely affect our results of operations and financial condition.

We are subject to complex and evolving tax legislation in the countries in which we operate. Changes in tax laws or regulations or in their interpretation could adversely affect our tax position, such as our effective tax rate or tax payments.

In particular, European and French tax laws and regulations are extremely complex and are subject to varying interpretations. For example, the current implementation into French tax law of the Organization for Economic Cooperation and Development's (the "**OECD**") principles related to base erosions and profit shifting ("**BEPS**") included in the final reports released by the OECD as well as the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent BEPS (the "**MLI**") signed in Paris on 7 June 2017, and ratified by France on 26 September 2018, which became effective as of 1 January 2019, may increase the administrative efforts within our business and impact existing structures.

For all countries which ratify the MLI after France, the relevant dates of application should be calculated on an individual basis. The MLI notably introduces a "principal purpose test" ("**PPT**") denying tax treaty benefits to companies when obtaining such benefits was "one of the principal purposes of any arrangement or transaction that resulted directly or indirectly in" these benefits, unless granting these benefits under the given circumstances would be "in accordance with the object and purpose of the relevant provisions" of the tax treaty. Whether a France entity relying on tax treaty benefits can be construed as being part of such type of arrangement will predominantly depend on source state views.

Furthermore, the European Union continues to harmonise the tax legislation of the member states. In this respect, the Council of the European Union (the "**Council of the European Union**") adopted a directive "laying down rules against tax avoidance practices that directly affect the functioning of the internal market" on 12 July 2016 (Council Directive 2016/1164) (the "**ATAD**"). The ATAD was later amended on 29 May 2017, by the Council Directive (EU) 2017/952 (the "**ATAD 2**"), which, *inter alia*, extends the scope of the ATAD to hybrid mismatches involving third countries and provides that its provisions shall apply (subject to certain exceptions), as from 1 January 2020. Among the set of proposed measures, the ATAD provides, in particular, for a general interest limitation rule pursuant to which the tax deduction of net financial expenses is limited to 30% of the taxpayer's tax adjusted earnings before interest, tax, depreciation and amortization (EBITDA) or to a maximum amount of €3,000,000, whichever is higher (subject to several exceptions). Such rules have been implemented into the French *Code général des impôts* (the "**FTC**") and are currently in force. See "*—Risks Related to the Notes—French tax legislation may restrict the deductibility, for French tax purposes, of all or a portion of the interest on our indebtedness incurred in France on our indebtedness, thus reducing the cash flow available to service our indebtedness"* for more details on this rule.

In addition, the anti-abuse provision provided for by the ATAD with respect to French corporate income tax, which aims to address abusive tax practices that are not dealt with by specifically targeted provisions was also implemented into French law. Pursuant to this provision, the French tax authorities may ignore an arrangement, or a series of arrangements, which, having been put into place for the main purpose or one of the main purposes of obtaining a tax advantage that defeats the object or purpose of the applicable tax law, are not genuinely taking into account all relevant facts and circumstances.

The European Commission also published a corporate reform package proposal on 25 October 2016, including three new proposals that aim at (i) relaunching the Common Consolidated Corporate Tax Base ("**CCCTB**") which is a single set of rules to compute companies' taxable profits in the European Union, (ii) avoiding loopholes associated with profit-shifting for tax between European Union countries and non-European Union countries, and (iii) providing new dispute resolution rules to relieve problems with double taxation for businesses. On 18 May 2021 the European Commission communicated a new plan called Business in Europe: Framework for Income Taxation ("**BEFIT**") which aims to replace the CCCTB in the European tax policy proposals. BEFIT is based mainly on the framework of the OECD's international tax reform project, and would involve the consolidation of the profits of the EU members of a multinational group into a single tax base, which will then be allocated to Member States using a formula, to be taxed at national corporate income tax rates. The preparation for this new proposal will be carried out by the European Commission alongside the Member States and the European Parliament and will give rise to consultations with the business sector and civil society groups. The European Commission adopted the BEFIT directive proposal on 12 September 2023.

Alongside BEFIT, the European Commission also announced, among other things, that it would (i) table a legislative proposal setting out union rules to neutralise the misuse of shell entities for tax purposes (the "**ATAD III Proposal**"), (ii) adopt a recommendation on the domestic treatment of losses and (iii) make a legislative proposal creating a Debt Equity Bias Reduction Allowance ("**DEBRA**").

On 12 September 2023, the European Commission published a proposal for a Council Directive on transfer pricing (which is part of the BEFIT package) aiming at incorporating the arm's-length principle into European Union law, harmonizing the key transfer pricing rules, clarifying the role and status of the OECD Transfer Pricing Guidelines and creating the possibility to establish, within the European Union common binding rules on specific transfer pricing subjects. Should this Directive be adopted, Member States would have to apply these provisions as from 1 January 2026.

On 8 October 2021, members of the OECD/G20 Inclusive Framework on BEPS (the Inclusive Framework) agreed to the Statement on the Two-Pillar Solution to Address the Tax Challenges Arising from the Digitalisation of the Economy reflecting the agreement reached by 136 out of the 140 Inclusive Framework members. The Two-Pillar Solution is comprised of Pillar One and Pillar Two.

Pillar One aims at ensuring a distribution of profits and taxing rights among countries with respect to the largest multinational enterprises ("**MNEs**") through the re-allocation of taxing rights over 25% of the residual profit of the largest and most profitable MNEs to the jurisdictions where the customers and users of those MNEs are located ("**Pillar One**").

Pillar Two puts a floor on tax competition on corporate income tax through the introduction of a global minimum corporate tax at a rate of 15% that countries can use to protect their tax bases (the "**GloBE Rules**") ("**Pillar Two"**). On 20 December 2021, the OECD published the pillar two model rules (the "**Model Rules**") for the domestic implementation of the 15% global minimum tax rate agreed upon in October 2021. The new Model Rules aim to assist countries to bring the GloBE Rules into domestic legislation. They provide for a coordinated system of interlocking rules that (i) define the MNEs within the scope of the minimum tax; (ii) set out a mechanism for calculating an MNE's effective tax rate on a jurisdictional basis, and for determining the amount of top-up tax payable under the rules; and (iii) determine the member of the MNE group which will be required to pay the top-up tax.

On 14 December 2022, Directive 2022/2523 setting forth rules to ensure a global minimum level of taxation for multinational groups was adopted. The Directive aims at consistently implementing among all 27 member states the Model Rules that include an Income Inclusion rule ("**IIR**") and an Under Taxed Payment Rule ("**UTPR**"). However, it also extends its scope to large-scale purely domestic groups, in order to ensure compliance with the European Union fundamental freedoms. In addition, the Directive makes use of an option contemplated by the Inclusive Framework whereby the member state of a low-taxed income entity (referred as constituent entity) applying the IIR is required to ensure effective taxation at the minimum agreed level not only for foreign subsidiaries but also for all constituent entities residents in that member State.

The Member States had to transpose the directive into their national laws by 31 December 2023 for the rules to be applicable for fiscal years starting on or after 31 December 2023 (with the exception of the UTPR, which is to be applicable for fiscal years starting on or after 31 December 2024). The French Finance Law for 2024 (Law 2023-1322 of 29 December 2023) transposed the directive implementing Pillar Two into French domestic law, introducing a minimum tax of 15% on the profits of MNEs that operate in France and have a consolidated revenue of at least €750m generated during at least two of the last four fiscal years.

On 11October 2023, the OECD/G20 Inclusive Framework published the text of the Multilateral Convention to Implement Amount A of Pillar One (the "**MLC**"). Amount A of Pillar One co-ordinates a reallocation of taxing rights to market jurisdictions with respect to a share of the profits of the largest and most profitable multinational enterprises operating in their markets, regardless of their physical presence. It also ensures the repeal and prevents the proliferation of digital services taxes and relevant similar measures, secures mechanisms to avoid double taxation, and enhances stability and certainty in the international tax system.

On 17 January 2023, the European Parliament approved the ATAD III Proposal, which was released by the European Commission on 22 December 2021. In order to be definitively adopted, the text will need to be approved by the Council of the European Union and subsequently implemented by Member States. Even if the European Council has initially targeted an application of this directive as from 1 January 2024, the exact timing for the vote and the directive's implementation by Member States remains unclear at this stage.

Furthermore, new rules on tax dispute resolution already apply since 1 January 2019, following the transposition of Council Directive 2017/1852 of 10 October 2017 into French tax law. These new regulations could impact our tax position in the future.

We often rely on generally available interpretations of tax laws and regulations in the jurisdictions in which we operate. We cannot be certain that the relevant tax authorities are in agreement with our interpretation of these laws. If our tax positions are challenged by relevant tax authorities, the imposition of additional taxes could require us to pay taxes that we currently do not collect or pay or increase the costs of our rental offerings and services to track and collect such taxes, which could increase our costs of operations and have a material adverse effect on our business, results of operations and financial condition.

French tax legislation may restrict the deductibility, for French tax purposes, of all or a portion of the interest incurred in France on our indebtedness, thus reducing the cash flow available to service our indebtedness.

As a general rule, pursuant to Article 39-1-1° of the FTC, expenses incurred by a French company are deductible provided, among other conditions, that (i) they are incurred in its direct corporate interest and (ii) they correspond to actual and justified expenses. In this respect, French case law has developed the concept of "abnormal act of management" according to which the expenses incurred by a French company, in relation with transactions that are not aligned with its direct corporate interest, are not tax deductible.

Under article 39.1.3° of the FTC, the deduction of interest paid by a borrower to creditor that is a direct shareholder but not a related party within the meaning of Article 39.12 of the FTC, is subject to the conditions that (i) the share capital of the borrowing company is fully paid-in and (ii) the interest rate on the corresponding loans does not exceed a rate equal to the annual average rate of floating rate loans granted by financial establishments for a minimum term of two years (currently 5.57% for companies closing their fiscal year between 30 November 2023 and 30 December 2023). By exception, Article 212, I-(a) of the FTC provides that interest incurred on loans granted by a related party within the meaning of Article 39.12 of the FTC is deductible up to the rate referred to in Article 39.1.3° of the FTC or, if higher, up to the rate that the borrowing entity could have obtained from independent financial institutions in similar conditions.

Pursuant to Article 39.12 of the FTC, two entities will be regarded as related if (i) one of the entities holds directly or indirectly the majority of the other entity's share capital or actually exercises the power of decision in that entity or (ii) both entities are controlled by a same third-party enterprise under the conditions defined in (i) above.

In both cases (*i.e*., non-deductibility under Articles 39-1-3° and 212 I-(a) of the FTC), non-deductible interest might be re-characterised as deemed dividends pursuant to Articles 109 *et seq*. of the FTC, and may thus be subject to the withholding tax set out under Article 119 *bis* 2 of the FTC, at the rate of (i) generally 25% for payments benefiting to legal persons, or (ii) 75% for payments made in non-cooperative jurisdictions (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the FTC (a "*Non-Cooperative State*") other than those mentioned in 2° of 2 bis of the same Article 238-0 A (subject in each case to the more favorable provisions of any applicable double tax treaty).

Moreover, under article 212 bis of the FTC, for financial years opened as from 1 January 2019, net financial expenses ("**NFE**") are deductible up to the highest of €3,000,000 per financial year and 30% of the borrower's tax adjusted EBITDA, corresponding to its taxable result before offset of tax losses and without taking into consideration tax, NFE and, to some extent, depreciation, amortization, provisions and capital gain/losses (subject to several exceptions) (the "**30% Limitation**"). Such limitation applies to both related-party and third-party financings regardless of the purpose of these financings, subject to certain limited exceptions.

The NFE are defined as the excess, if any, of the financial expenses of the borrower over its financial income. If the borrower belongs to a consolidated group, and its ratio of own funds to aggregated assets is equal to or higher than the corresponding ratio of the group, then 75% of any non-deducted NFE, under the above rule, becomes deductible (*i.e.*, the "**Financial Autonomy Safe Harbor**").

French thin-capitalization rules apply in respect of loans granted by related parties. If the borrower has a ratio of affiliated debts to own funds which exceeds 1.5, it is viewed as thinly capitalised, and the deduction of the NFE borne by such entity is deductible for a portion of their amount up to the highest of (i) 30% of its tax adjusted EBITDA or (ii) €3 million, multiplied by a ratio equal to (A) the average amount of sums borrowed from or made available by non-related parties (directly or indirectly) within the meaning of Article 39.12 of the FTC increased by 1.5 time the company's equity (assessed either at the beginning or at the closing date of the fiscal year) by (B) the average amount of all sums borrowed by or made available to the company during said year. The balance of net financial expenses is deductible for a portion of their amount up to the highest of (i) 10% of its tax adjusted EBITDA or (ii) €1 million multiplied by a ratio equal to (A) the average amount of sums borrowed from or made available by related parties (directly or indirectly) within the meaning of Article 39.12 of the FTC exceeding 1.5 time the company's equity (assessed either at the beginning or on the closing date of the fiscal year) by (B) the average amount of all sums borrowed by or made available to the company during said fiscal year. These specific limitations do not apply if the ratio of affiliated debts to own funds of the borrower is lower or equal to the corresponding ratio of the consolidated group to which it belongs (*i.e.*, the "**Indebtedness Safe Harbor**").

These thin-capitalization rules could apply at the level of the Issuer's tax consolidated group (in respect of any loans contracted by the Issuer (or any company belonging to the same French tax consolidated group) from any related party) (i.e., the "**Thin Capitalised Perimeter**") and at the level of the Issuer's French subsidiaries that do not belong to the same French tax consolidated group as the Issuer with respect to any amount of the proceeds of the Notes used by the Issuer to grant intragroup loans to such subsidiaries as well as, more generally, in respect of any loans contracted by the Issuer's French subsidiaries from any related party.

The 30% Limitation is increased by 75% of the portion of the net financial expenses which are non-deductible after application of the €3 million or 30% adjusted tax EBITDA limitation in three circumstances: (i) autonomous companies (*i.e.*, companies which are not members of a consolidated group, have no establishment outside France and no associated company (appreciated between entities holding a stake of at least 25%)); (ii) companies or tax consolidated groups belonging to a consolidated group which do not qualify as a Thin-Capitalised Perimeter and that benefit from the Financial Autonomy Safe Harbor; and (iii) companies or tax consolidated groups belonging to a consolidated group which qualify as a Thin-Capitalised Perimeter but benefit from both the Indebtedness Safe Harbor and the Financial Autonomy Safe Harbor.

The portion of the NFE which is non-deductible pursuant to the 30% Limitation, in respect of a given financial year, may be carried forward indefinitely and deducted from the subsequent financial years subject to the same limitations (in case of thinly capitalised entities, only one third of the NFE may be carried forward). Also if a portion of a deductibility capacity, in respect of a given financial year, is not fully used by the borrower (other than a thinly capitalised one), it may be carried forward to the next 5 financial years but only against financial expenses incurred in respect of those fiscal years.

Special rules apply to the NFE related to public infra structure projects and to members of French tax consolidated groups.

Pursuant to the *Bulletin Officiel des Finances Publiques-Impôts* BOI-IS-BASE-35-40-10-20, § 20, dated 13 May 2020 and BOI-IS-BASE-35-40-20, § 240, dated 13 May 2020, the portion of interest that is not deductible by virtue of (i) Article 212 *bis*, I of the FTC under the 30% Limitation and/or (ii) Article 212 *bis*, VII of the FTC under the thin-capitalization rules is not to be recharacterised as a "deemed distribution" pursuant to Articles 109 *et seq.* of the FTC and, therefore, is not subject to the withholding tax set out under Article 119 *bis* 2 of the FTC.

In addition, ATAD 2 in relation to hybrid mismatches with third countries has been implemented and is applicable as from 1 January 2020, except for certain of its provisions which are applicable since 1 January 2022. In relation to such implementation, the provisions of Article 212-1-(b) of the FTC (*i.e.,* the former French anti-hybrid provisions) have been repealed.

Articles 205 B *et seq.* of the FTC implementing ATAD 2 provide limitations on interest deductions in the event of (i) a deduction of a payment at the level of a paying entity without a corresponding inclusion of such payment in the taxable income of the receiving entity (referred to as a "deduction without inclusion"), or (ii) a deduction of the same payment, operational expenses or losses in the taxable income of both the paying and receiving entity (referred to as a "**double deduction**"). Unlike the previous domestic anti-hybrid rules, payments made to tax-exempt or low-taxed beneficiaries are not within the scope of the new rules that only target differences in qualification or attribution of the right to tax an element of income. Such limitations only apply to payments taking place between "associated enterprises," except for the so-called "structured arrangements" (*i.e.*, an arrangement pricing the relevant mismatch or an arrangement designed to produce the mismatch, subject to certain conditions). If the hybrid mismatch results in a deduction without inclusion, the deduction from taxable income will generally be denied to the French paying entity. Alternatively, the payment to a French receiving entity will be included in its taxable income if deduction is not denied in the jurisdiction of the paying entity. If the hybrid mismatch results in a double deduction, the deduction will either be denied at the level of the receiving entity or at the level of the paying entity.

In respect of fiscal years opened as from 1 January 2022, these provisions also cover reverse hybrid entities, referring to situations where an entity is deemed to be tax transparent by the Member State in which it is incorporated or established but the jurisdiction or jurisdictions in which its "associated enterprises" holding directly or indirectly in aggregate an interest in 50% or more of its voting rights, capital interests or rights to share profit are established, qualify the entity as non-transparent. Where a hybrid entity of a reverse hybrid mismatch is incorporated or established in France, its income is, as the case may be, either subject to French corporate income tax or taxable pursuant to the conditions provided for by Article 8 of the FTC, to the extent that it is not taxed in another State.

The above-mentioned tax rules, as well as generally applicable tax principles, may limit our ability to deduct interest accrued on our indebtedness incurred in France and, as a consequence, may increase our tax burden, which could adversely affect our business, financial condition and results of operations and reduce the cash flow available to service our indebtedness.

Transactions in the Notes could be subject to the European financial transaction tax, if adopted.

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common Financial Transaction Tax (the "**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"). The Commission's Proposal has a very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

In a common declaration dated 8 December 2015, the Participating Member States, excluding Estonia which ultimately indicated its withdrawal from the enhanced cooperation in March 2016, confirmed their intention to make decisions regarding the outstanding issues related to the FTT before the end of June 2016.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside the Participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

At the Economic and Financial Affairs Council ("**ECOFIN**") meeting of 14 June 2019, a state of play of the work on the FTT was presented on the basis of a note prepared by Germany on 7 June 2019 indicating a consensus among the Participating Member States (excluding Estonia) to continue negotiations on the basis of a joint French-German proposal based on the French financial transactions tax model which in principle would only concern shares of listed companies whose head office is in a Member State of the European Union. However, such proposal is still subject to change until a final approval.

However, the Commission's Proposal remains subject to negotiation between the Participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. In February 2021, the Portuguese Presidency of the Council proposed an inclusive discussion among all Member States on tax design issues of the FTT.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

USE OF PROCEEDS

The proceeds of the Notes will be used to (i) fund the repurchase of the 2025 Notes and the 2026 Sustainability-Linked Notes accepted for purchase in the Tender Offers, (ii) pay fees and expenses incurred in connection with the Tender Offers, including net premiums and accrued and unpaid interest on the 2025 Notes and the 2026 Sustainability-Linked Notes, and the offering of the Notes, and (iii) to repay certain outstanding indebtedness of the Issuer or any of its subsidiaries. The Offering is not conditioned upon the successful completion of any of the Tender Offers.

The following table illustrates the sources and uses of funds relating to the issuance of the Notes and the expected use of the proceeds therefrom. Actual amounts will vary from estimated amounts depending on several factors, including the issue price of the Notes offered hereby and differences from our estimates of transaction fees, costs and expenses. This table should be read in conjunction with "*Capitalization.*"

Sources of funds		**Uses of funds**	
(in € millions)		*(in € millions)*	
Notes offered hereby[(1)]	800.0	Repayment of the 2025 Notes[(2)]	400.0
		Repayment of the 2026 Sustainability-Linked Notes[(3)]	150.0
		Estimated fees, costs and expenses[(4)]	18.8
		Repayment of other debt[(5)]	231.3
Total	800.0	**Total**	800.0

(1) Assumes the Notes are issued at par.

(2) For illustrative purposes, assumes (i) that the Total Maximum Acceptance Amount of the 2025 Notes and the 2026 Sustainability-Linked Notes is accepted for tender in the Tender Offers and (ii) that the 2026 Sustainability-Linked Notes Sub-Cap of the 2026 Sustainability Linked-Notes is accepted for tender in the Tender Offers. The final amounts accepted in the Tender Offers will be subject to the final amounts of tenders received and, as such, the amount of 2025 Notes and 2026 Sustainability-Linked Notes accepted in the Tender Offers may vary significantly from these amounts. Tenders of the 2025 Notes will in all cases be accepted in priority to tenders of the 2026 Sustainability-Linked Notes and, as a result, a lower amount (or none) of the 2026 Sustainability-Linked Notes may be accepted pursuant to the Tender Offers.

(3) For illustrative purposes, assumes that the 2026 Sustainability-Linked Notes Sub-Cap of the 2026 Sustainability Linked-Notes is accepted for tender in the Tender Offers. The final amounts accepted in the Tender Offers will be subject to the final amounts of tenders received and, as such, the amount of 2025 Notes and 2026 Sustainability-Linked Notes accepted in the Tender Offers may vary significantly from these amounts. Tenders of the 2025 Notes will in all cases be accepted in priority to tenders of the 2026 Sustainability-Linked Notes and, as a result, a lower amount (or none) of the 2026 Sustainability-Linked Notes may be accepted pursuant to the Tender Offers.

(4) Represents estimated fees, costs and expenses in connection with the Transactions, including estimated fees and expenses in connection with the Offering and net premiums and accrued and unpaid interest with respect to the 2025 Notes and the 2026 Sustainability-Linked Notes (in each case assuming (i) that the Tender Offers are settled on 11 March 2024, (ii) that the Total Maximum Acceptance Amount of the 2025 Notes and the 2026 Sustainability-Linked Notes is accepted for tender in the Tender Offers and (iii) that the 2026 Sustainability-Linked Notes Sub-Cap of the 2026 Sustainability Linked-Notes is accepted for tender in the Tender Offers).

(5) The Issuer intends to use the remaining proceeds of the Offering to repay certain outstanding indebtedness of the Issuer or any of its subsidiaries. If and until the date on which any such outstanding indebtedness will be repaid, the Issuer will retain such proceeds in a general corporate treasury account. The general corporate treasury account may be a term deposit account and/or may be invested in short-term money-market and similar instruments and will be available to fund ongoing operating and investment requirements.

CAPITALIZATION

The following table sets forth our cash and cash equivalents, financial liabilities and total capitalization as at 31 December 2023, on a historical basis, and as adjusted to reflect the completion of (a) the Transactions (assuming (i) that the Notes are issued at par, (ii) that the Total Maximum Acceptance Amount of the 2025 Notes and the 2026 Sustainability-Linked Notes is accepted for tender in the Tender Offers, (iii) that the 2026 Sustainability-Linked Notes Sub-Cap of the 2026 Sustainability Linked-Notes is accepted for tender in the Tender Offers, and (iv) that the Tender Offers are settled on 11 March 2024), and (b) the HELLA SSD.

You should read this table in conjunction with the section headed "*Presentation of Financial and Other Information*" elsewhere in this Offering Circular, as well as the 2023 Universal Registration Document, which is incorporated by reference in this Offering Circular, including sections 1.1 (*Review of the Group's business and consolidated results*) and 1.2 (*Outlook*) thereof, and our consolidated financial statements and the related notes thereto. Our historical results do not necessarily indicate results that may be expected for any future period.

	As at 31 December 2023			
	Historical (Reported)	**Adjustments for the HELLA SSD**	**Adjustments for the Transactions**	**As adjusted**
	(in € million)			
Cash and cash equivalents	4,273.9	—	—	4,273.9
Other current financial assets included in net debt	25.9	—	—	25.9
Total cash and cash equivalents	**4,299.8**	—	—	**4,299.8**
Short-term borrowings	590.0	—	—	590.0
HELLA 2024 Notes(1)	300.0	(100.0)	—	200.0
Other current financial liabilities(2)	873.9	—	(231.2)	642.7
Total current financial liabilities	**1,763.9**	**(100.0)**	**(231.2)**	**1,432.7**
Syndicated Credit Facility	—	—	—	—
HELLA Credit Facility	—	—	—	—
2025 Notes(3)	1,000.0	—	(400.0)	600.0
2026 Notes	750.0	—	—	750.0
2026 Sustainability-Linked Notes(4)	799.9	—	(150.0)	649.9
2027 Notes	890.0	—	—	890.0
2027 Sustainability-Linked Notes	1,200.0	—	—	1,200.0
2028 Notes	700.0	—	—	700.0
2029 Green Notes	400.0	—	—	400.0
2026 JPY Notes(5)	74.8	—	—	74.8
2027 JPY Notes(5)	43.5	—	—	43.5
2028 JPY Notes(5)	4.5	—	—	4.5
HELLA 2027 Notes	500.0	—	—	500.0
HELLA Japanese Yen Facilities(6)	140.7	—	—	140.7
Schuldscheindarlehen(7)	612.3	100.0	—	712.3
Japanese Yen Term and Revolving Facilities(8)	127.7	—	—	127.7
Term Loan	500.0	—	—	500.0
Bank borrowings & other long-term debt(9)	1,779.7	—	—	1,779.7
Notes offered hereby	—	—	800.0	800.0
Total long-term financial liabilities	**9,523.2**	**100.0**	**250.0**	**9,873.2**
Total financial liabilities (gross)	**11,287.1**	**—**	**18.8**	**11,305.9**
Total financial liabilities (net)	**6,987.3**	**—**	**18.8**	**7,006.1**
Minority interests	1,662.0	—	—	1,662.0
Equity attributed to owners of the parent	4,509.4	—	—	4,509.4
Total shareholders' equity	**6,171.4**	**—**	**—**	**6,171.4**
Total capitalization	**17,458.5**	**—**	**18.8**	**17,477.3**

(1) Adjustments represent the refinancing of a portion of the maturing HELLA 2024 Notes using an estimated €100.0 million of cash proceeds from the anticipated issuance of HELLA SSD (see "*Recent Developments—HELLA Schuldschein*").

(2) Includes the current portion of long-term debt, including €350.5 million outstanding under the Clarion Schuldschein due in December 2024. Adjustments assume the application of €231.2 million of remaining net proceeds of the Offering to repay such current liabilities of the Issuer or any of its subsidiaries, as described under "*Use of Proceeds*."

(3) For illustrative purposes, assumes (i) that the Total Maximum Acceptance Amount of the 2025 Notes and the 2026 Sustainability-Linked Notes is accepted for tender in the Tender Offers and (ii) that the 2026 Sustainability-Linked Notes Sub-Cap of the 2026 Sustainability Linked-Notes is accepted for tender in the Tender Offers. The final amounts accepted in the Tender Offers will be subject to the final amounts of tenders received and, as such, the amount of 2025 Notes and 2026 Sustainability-Linked Notes

accepted in the Tender Offers may vary significantly from these amounts. Tenders of the 2025 Notes will in all cases be accepted in priority to tenders of the 2026 Sustainability-Linked Notes and, as a result, a lower amount (or none) of the 2026 Sustainability-Linked Notes may be accepted pursuant to the Tender Offers.

(4) For illustrative purposes, assumes that the 2026 Sustainability-Linked Notes Sub-Cap of the 2026 Sustainability Linked-Notes is accepted for tender in the Tender Offers. The final amounts accepted in the Tender Offers will be subject to the final amounts of tenders received and, as such, the amount of 2026 Sustainability-Linked Notes accepted in the Tender Offers may vary significantly from these amounts. Tenders of the 2025 Notes will in all cases be accepted in priority to tenders of the 2026 Sustainability-Linked Notes and, as a result, a lower amount (or none) of the 2026 Sustainability-Linked Notes may be accepted pursuant to the Tender Offers.

(5) Represents ¥11.7 billion, ¥6.8 billion and ¥700 million in principal amount of the 2026 JPY Bonds, 2027 JPY Bonds and 2028 JPY Notes, respectively, which has been translated from Japanese Yen into euros at a rate of ¥156.33 per €1.00, which was the rate of Japanese Yen per euro as published by the European Central Bank as at 31 December 2023.

(6) Represents ¥22 billion of the HELLA Japanese Yen Facilities that remains outstanding as at the date of this Offering Circular which has been translated from Japanese Yen into euros at a rate of ¥156.33 per €1.00, which was the rate of Japanese Yen per euro as published by the European Central Bank as at 31 December 2023.

(7) Represents amounts outstanding as of 31 December 2023 under the Sustainability-Linked Schuldschein. The €350.5 million outstanding under the Clarion Schuldschein due in December 2024 is reflected in other current financial liabilities. Adjustments represent amounts to be outstanding under the HELLA SSD (see "*Recent Developments—HELLA Schuldschein*").

(8) Represents ¥20 billion of the Japanese Yen Term and Revolving Facilities that remains outstanding as at the date of this Offering Circular which has been translated from Japanese Yen into euros at a rate of ¥156.33 per €1.00 which was the rate of Japanese Yen per euro as published by the European Central Bank as at 31 December 2023. Presented at book value, net of any unamortized debt issuance costs, discounts or premiums.

(9) Includes, among other debt, €289 million drawn under the EIB Loan as of 31 December 2023 and the amounts borrowed under the Latin American Syndicated Loans, translated into euros.

On 15 January 2024, FORVIA issued €15.2 million in principal amount of negotiable European medium term notes ("**NEU MTN**"), with floating interest rate, maturing on 15 July 2025, which is not reflected in the table above. The notes were issued under FORVIA's NEU MTN program with Banque de France.

Since 31 December 2023, except as set forth above, there have been no other material changes to our capitalization.

BUSINESS

Our Company

We are a leading automotive technology company focused on developing innovative solutions.

We have set an ambitious goal of being CO_2 neutral for our Controlled Emissions by 2030. We are investing in innovation to advance the sustainability of our business as we aim to both reduce our environmental impact and create long-term value across our entire supply chain.

We estimate that approximately one-in-two vehicles globally is equipped with FORVIA technology.

For the year 31 December 2023, our sales amounted to €27,247.9 million, compared to €24,573.7 million for the year ended 31 December 2022, representing an increase by 14% on an organic basis, and our adjusted EBITDA for the year ended 31 December 2023 amounted to €3,328.0 million compared to €2,907.3 million for the year ended 31 December 2022, representing an increase of 0.4% in percentage of sales.

As at 31 December 2023, we employed approximately 153,462 people in 41 countries.

Our order intake amounted to €31 billion for the year ended 31 December 2023, in line with our order intake for the year ended 31 December 2022.

On 31 January 2022, we completed the HELLA Acquisition. This acquisition has been a strategic opportunity enabling us to create the world's seventh largest supplier to the automotive industry with a cutting-edge technology portfolio that addresses the major trends in the industry. Following the acquisition, we rebranded ourselves with a new name, "FORVIA", although FORVIA and HELLA will continue to operate as separate legal companies and market products under their own brands, collaborating closely and aiming to create sustainable value for all stakeholders through technology solutions and synergies generated in the best interest of both companies. In 2023, the pace of the combination with HELLA accelerated and cumulated cost synergies generated at the end of 2023 amounted to €190.0 million, ahead of our initial roadmap. This figure is to be compared with €51.0 million at the end of 2022.

Business Groups

FORVIA is organised in six business groups: Seating, Interiors, Clean Mobility, Electronics, Lighting and Lifecycle Solutions. These business groups are managed by the Group on an independent basis in terms of reviewing their individual performance and allocating resources. In 2023, four out of our six business groups recorded double-digit growth.

Seating. We design and manufacture complete vehicle seats, seating frames and adjustment mechanisms. For the year ended 31 December 2023, sales in the Seating business group reached €8,551.1 million (31% of FORVIA's total sales) compared to €7,704.3 million for the year ended 31 December 2022.

Interiors. We design, manufacture and assemble instrument panels and complete cockpits, door panels and modules. For the year ended 31 December 2023, sales in the Interiors business group reached €4,922.7 million (18% of FORVIA's total sales) compared to €4,645.0 million for the year ended 31 December 2022.

Clean Mobility. We design and manufacture exhaust systems, solutions for fuel cell electric vehicles and aftertreatment solutions for commercial vehicles. For the year ended 31 December 2023, sales in the Clean Mobility business group reached €4,832.2 million (18% of FORVIA's total sales) compared to €4,735.7 million for the year ended 2022.

Electronics. We design and manufacture display technologies, driver assistance systems and cockpit electronics. The Electronics business group was formed by combining Faurecia's former Clarion Electronics business group with HELLA's electronics and software operations. For the year ended 31 December 2023, sales in the Electronics business group reached €4,138.0 million (15% of FORVIA's total sales) compared to €3,521.7 million for the year ended 2022.

Lighting. We design and manufacture lighting technologies. The Lighting business group was added upon the acquisition of HELLA. For the year ended 31 December 2023, sales in the Lighting business group reached €3,745.8 million (14% of FORVIA's total sales) compared to €3,074.0 million for the year ended 31 December 2022.

Lifecycle Solutions. We offer solutions extending the vehicle lifecycle as well as workshop equipment and special original equipment. The Lifecycle Solutions business group was added upon the acquisition of HELLA. For the year ended 31 December 2023, sales in the Lifecycle Solutions business group reached €1,058.1 million (4% of FORVIA's total sales) compared to €893.0 million for the year ended 31 December 2022.

Customers

We maintain close relationships with leading car manufacturers and work closely with customers to develop the design and functionality of our products. Volkswagen, Ford, the Renault-Nissan-Mitsubishi alliance and Stellantis accounted for 46% or €12,557.9 million of our sales in 2023.

In the meantime, we continue to grow our exposure to Chinese OEMs which accounted for 8.0% of our sales in 2023, up from 4.9% in 2020.

We are successfully developing and implementing customer vehicle production programs on a global scale. We have a broad geographic footprint, and are one of the few automotive equipment suppliers with the capacity to supply automakers' global programs where the same car model is produced throughout several regions.

We are involved in all stages of the automotive equipment development and supply process. We design and manufacture automotive equipment adapted to each new car model or platform, and conclude contracts to provide these products throughout the anticipated life of the model or platform (usually between five and ten years). Our customers rely increasingly on global platforms, based upon which they will produce a variety of car models. This allows us to decrease costs through a greater commonality of components, and to benefit from components or modules which can be used in more than one generation of cars. We participate in this evolution by offering generic products associated with our customers' platforms, such as standard seats frames.

The quality of our products is widely acknowledged among automakers. We have 257 industrial sites worldwide, 78 R&D centres and approximately 153,000 people of more than 140 nationalities, including more than 15,000 R&D engineers. With six business groups with 24 product lines and a strong IP portfolio of over 13,400 patents, we aim to be the preferred innovation and integration partner for OEMs worldwide. We ensure the quality of our products through our FORVIA Excellence System, a rigorous set of project management procedures and methodologies, and by the expertise of our engineers and technicians who design products and develop technological solutions. This enables us to maintain very close relationships and to be strategic suppliers to many of our customers.

Our Competitive Strengths

The world's seventh largest automotive supplier with leading positions in Clean Mobility, Seating, and Interiors

Based on our estimates, we have leading market positions in Clean Mobility, Seating, and Interiors. Through the combination with HELLA, we acquired a strong portfolio with superior technology in Electronics and Lighting.

In 2023, we estimated that FORVIA Seating was, globally, a leader in seating solutions and the leading supplier of frames and mechanisms for seats and the number three supplier of complete seats. FORVIA Interiors was one of the two leading suppliers of interior systems, and our Clean Mobility division was the leading supplier of clean mobility solutions.

Our market leadership in Clean Mobility, Seating and Interiors, and our global platforms are significant strategic advantages as customers typically look to well-established suppliers when awarding new business.

Following the HELLA Acquisition in January 2022, we rebranded ourselves as FORVIA, the new company name combining Faurecia and HELLA, on 7 February 2022. FORVIA, as the seventh largest automotive technology supplier based on worldwide sales, is now organised in six business groups, five of which have annual sales in excess of €3 billion. In addition, FORVIA provides customers with high technology products and solutions that are organised around various different product lines and aim to address automotive industry megatrends.

We further combined Clarion Electronics with HELLA Electronics and Software to leverage increased scale and become a major player in Electronics. Following the HELLA Acquisition, we have become a leading player in the Electronics segment with combined sales in excess of €3 billion. We have set an ambitious target to reach more than €6.3 billion in combined sales for the Electronics business group by 2025.

With the integration of HELLA, we added a strong Lighting business focused on technology. We view the Lighting business as an opportunity to advance HELLA's division by leveraging (i) Faurecia's track record in industrial excellence and cost optimization, and (ii) Faurecia's strong client relationships with high-volume OEMs and OEMs based in Asia.

We believe that our market leadership in sales in three of our six business groups positions us well for future growth, allows us to negotiate favourable terms from our suppliers and to further diversify our business model.

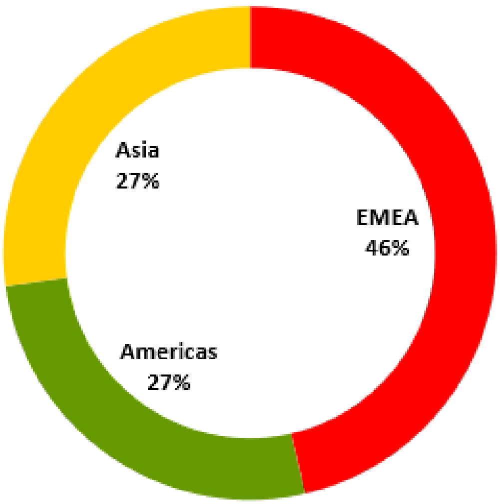
In addition, we have capitalised on HELLA's strengths and identity by maintaining the headquarters of three of our business groups in Lippstadt, Germany and three in Nanterre, France.

A key partner for a broad and diversified base of OEMs around the globe

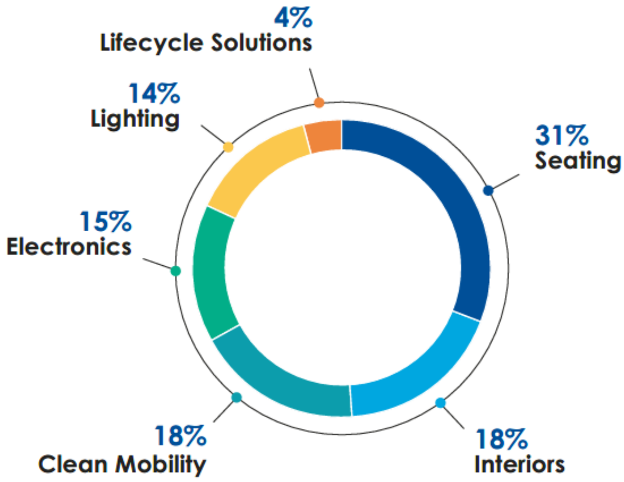
We believe that the high degree of diversification through our business groups, our geographic presence, and our number of customers and range of products limit our exposure to adverse changes in the global or local economic environment and in the various end-markets we serve, while simultaneously mitigating counterparty risk. This high degree of diversification in turn supports the resilience of our revenues and our profitability.

The following charts show our sales for the year ended 31 December 2023 by region, business group and customer:

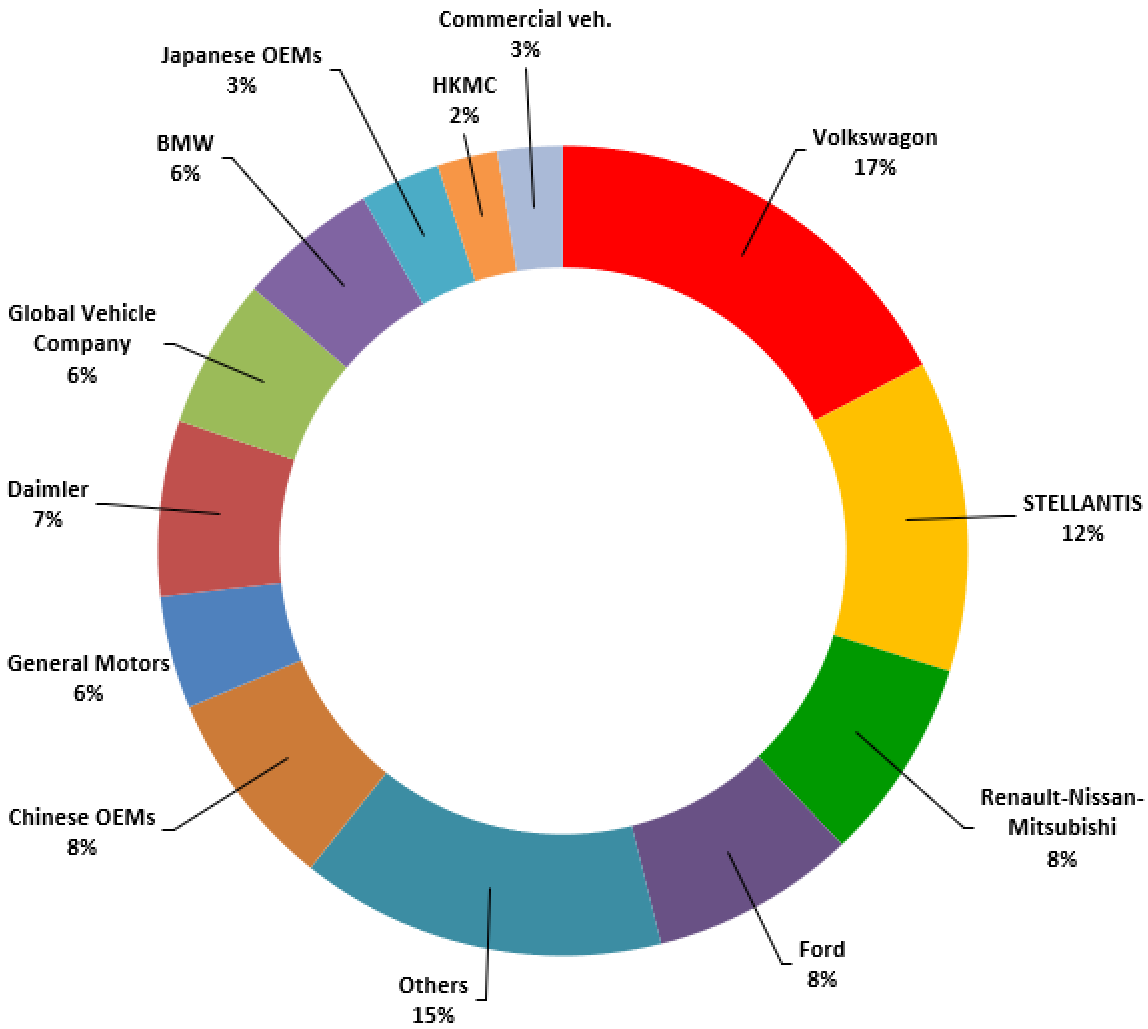
Sales by Region (2023 FY)



Sales by Business Group (2023 FY)



Sales by Customer (2023 FY)



Note: The presentation of sales invoiced may differ from that of sales by end customer when products are transferred to intermediary assembly companies.

In recent years, we have further increased our customer diversification. In the year ended 31 December 2023, our two largest customers accounted for 30% of sales compared to 34% of sales in 2020.

In year ended 31 December 2023, sales in EMEA, Americas and Asia remained stable at 46%, 27% and 27% of sales, respectively, compared to 45%, 28% and 27% of sales, respectively, in the year ended 31 December 2022.

We benefit from a global customer base. Although Japanese and South Korean automakers tend to use their vertically integrated suppliers, we are today a direct supplier to Nissan and Hyundai. We have also grown our exposure to Chinese OEMs, serving 19 out of 20 Chinese OEMs. We realised 45% of our Chinese sales with Chinese OEMs in 2023, compared to 33% in 2021. We are present on most market segments, from entry-level models to premium and luxury cars, which make us less vulnerable to the parameters which may affect one particular segment. We also benefit from revenue visibility and stability, due to the inherent difficulties automakers face when changing suppliers in the midst of the development and production of a car model, and from a high renewal rate of our programs. We believe the HELLA Acquisition has further improved our inroads with automakers and opens new sales opportunities. We believe HELLA's sales improve by leveraging FORVIA's privileged access to key Chinese and Japanese OEMs, while we believe that HELLA's position with German OEMs contributes to developing our relationships further with German OEMs, and we believe that FORVIA and HELLA both benefit from complementary strengths with US-based OEMs.

Clear and focused strategy aligned with automotive megatrends

Significant global trends are impacting the automotive industry. Those global trends include: climate change, resource scarcity, growing and ageing populations, economic power shifting to Asia and urbanization. At the same time, technological developments continue to accelerate, transforming daily life and generating new business models. As a result of these technological developments, the evolving structure of society and global development challenges, we believe that the automotive industry is at a turning point. We believe that the consequence of these trends on the automotive industry is a radical increase in mobility which is becoming connected, autonomous and electrified.

We believe that FORVIA is well-positioned to address automotive megatrends through its diversified and balanced portfolio.

Connectedness

Vehicles with connected capabilities are becoming increasingly common. The trend for connected vehicles is driven by legislation for increasing safety, increasing customer expectations for infotainment and technological developments for autonomous cars. Connectivity will allow continuous monitoring of vehicles and passengers, the ability to upgrade software in vehicles and will provide passengers with access to a wide range of services, including for safety and on-board user experiences for comfort, well-being, productivity and entertainment. We believe that vehicles will become an integrated device in users' "connected lives" and consumers will demand the same level of service and convenience from their cars as from their smartphones or tablets. The introduction of mobile 5G will enhance connectivity through better quality network coverage and higher bandwidth.

Autonomous

Autonomous vehicles will provide drivers with the opportunity to engage in activities not previously possible while driving, such as relaxing, working and socializing. The level of autonomy in a vehicle is assessed from level 0 to level 5, where level 0 signifies no automation in a vehicle and level 5 is fully autonomous. Autonomous technology for level 3 and level 4 currently exists, however, we believe it is unlikely to see rapid deployment due to high cost and an undefined regulatory framework. We believe that robotaxis are likely to be the first mass application of autonomous vehicles with thousands of vehicles already on the road in pilot programs, while private cars are likely to remain focused on Advanced driver assistance systems, levels 1 and 2, for the foreseeable future. Accordingly, we expect the automotive industry will need to extend its value-proposition to deliver new user experiences. In this context, we expect vehicle interiors will undergo a significant development and the Cockpit of the Future will be connected, personalised and predictive. The recent acceleration of powertrain electrification is likely to result in a reduction in the level of investment available for autonomous driving, with automakers focusing on the incremental deployment of Level 2 and Level 3 driver assistance systems.

Electrification

The powertrain mix is rapidly evolving towards electrification, due to environmental concerns and pressure from regulators and society. Whilst different countries are moving towards zero emissions at different speeds, we expect that as technologies mature, we will see a rapid increase in the number of hybrid vehicles and electric vehicles, including both battery electric vehicles and fuel cell electric vehicles. As technologies mature and charging infrastructure is deployed, we believe that there will be a rapid increase in electric vehicles and that battery electric vehicles and fuel cell electric vehicles will co-exist as zero emissions alternatives. We believe that fuel cells are particularly adapted to commercial vehicles as they have a longer range and a faster re-charging time. This trend towards zero emissions depends on a co-ordinated ecosystem that includes infrastructure and power supply providers.

Despite some deceleration in Battery Electric Vehicle ("**BEV**") global demand growth due to lower consumer confidence, high interest rates and fading incentives, the shift towards electrification remains a key long-term trend for the industry as regulations and government incentives boost both offer and demand and as society becomes increasingly concerned about climate change. We believe that by 2030, 38% of vehicles will be fully electric vehicles, and 32% of vehicles will be hybrid.

Strategy aligned with automotive megatrends

As the trends for electrification, connectivity, and autonomous driving accelerate, there are increasing business development opportunities for us in relation to new products, new customers and new business models including the following:

New Products

- accelerating innovation for powertrain electrification and investing in zero and ultra-low emissions solutions, supported by incentives and regulatory push and responsive to an increase in global demand for mild hybrid and high voltage solutions;
- focusing on short time-to-market technology bricks for the Cockpit of the Future adaptable to autonomous driving, reflecting an increasing importance of software and higher willingness of customers to pay for automated driving features;
- offering new functionalities through integrated electronics as cars develop into "computers on wheels", driven in part by safety regulations; and
- with the HELLA Acquisition, have increased our offering to include life-cycle solutions, including aftermarket, services and repairs and special applications.

New Customers

- rising Asian OEMs developing vehicles adapted to Asian consumers;
- pure electric vehicle consumers;
- Mobility as a Service ("**MaaS**") operators, fleets and cities; and
- high horsepower engine manufacturers.

New Business Models

- increased role of personalised user experiences;
- upgradability, retrofit and connected services; and
- developing cybersecurity of connected products.

Pioneer in technological innovations leveraging on a strong ecosystem of partners

We are a pioneer in technological innovations in the automotive sector and have a consistent track record of award winning innovations. We have based our strategy of innovation on a strong ecosystem of partners to accelerate time-to-market and to integrate key competences for our systems for Sustainable Mobility and Cockpit of the Future. At FORVIA, we operate 68 research and development centres worldwide and employ more than 15,000 R&D engineers. In 2023, FORVIA filed 1,283 new patents, compared to 1,502 in 2022.

In 2023, we allocated €2,197.5 million to gross R&D costs.

Given the pace of technological change and the need for the efficient development of new products, we have developed an open innovation ecosystem to accelerate the integration of new competences and the time-to-market of our products. This innovative, collaborative ecosystem incorporates non-rival alliances with global industry leaders, investment in start-ups, collaboration with academic institutions and active participation in associations and think tanks for sustainable mobility.

Strategic and technology partnerships

To rapidly accelerate development in key areas, we have developed partnerships with other industrial or technology companies.

We have entered into a partnership with Accenture for Artificial Intelligence. Through our partnership with ZF Friedrichshafen AG ("**ZF**"), we are developing safety systems so that passengers can continue to travel safely in any seated position, whether they are driving, working or relaxing. We have also entered into a partnership with Mahle to collaborate on technologies for the thermal management of the Cockpit of the Future. We have partnered with Mahle to work together to integrate and connect different interior and seating features to enhance the onboard experience and in November 2018 we also announced a strategic partnership with HELLA for the development of innovative interior lighting solutions. Over time, we believe Artificial Intelligence and contextual analysis will enable the vehicle to anticipate user preferences.

To develop new solutions for advanced and customised mobility, we have also created Faurecia Aptoide, a joint venture between FORVIA and Aptoide. Faurecia Aptoide marks a significant milestone in the apps market by integrating top applications TikTok, Webex and Zoom Meetings into the cockpit experience of cars, including Mercedes-Benz E-Class. This will enable users to have a mix of entertainment, video conferencing, webinars, and collaboration sessions, facilitating professionals and remote workers to join business meetings or catching up with friends and family. With a growing apps portfolio that already counts with around 240 applications and an established partnership with fourteen different car brands, Faurecia Aptoide is at the forefront of the automotive industry, supporting Android developers to develop the next generation of in-car infotainment.

In the field of smart cockpits, we established a long-term partnership in 2023 with CHERY. We will jointly develop a smart cockpit software and a hardware platform integrating FORVIA's products and technologies to create an in-vehicle and out-vehicle systematic, integrative, and intelligent brand-new user experience.

Through Symbio, our joint-venture with Michelin and Stellantis, we have accelerated in the hydrogen market with the objective to develop new generation of fuel cells and mass produce them. We opened our Gigafactory in Saint-Fons in 2023, which represents one of the largest fuel cell stack and system production sites in Europe and will have a total production capacity of 50,000 systems per year by 2026.

Investment in start-ups and technology platforms

FORVIA has developed a worldwide scouting activity to detect and invest in start-ups with relevant technologies for Sustainable Mobility and Cockpit of the Future.

In 2019, we made initial investments in two start-ups: Outsight for sensors and GuardKnox for cybersecurity. In 2020, we acquired a Canadian start-up, IRYStec Software, to enhance user experience of cockpit display systems. In 2021, we acquired intellectual property assets of uMist Technologies Ltd., a Swedish start-up specialised in biomimetic spray technology, to accelerate our technology leadership for commercial vehicles ultra-low emissions.

We collaborate with local start-up ecosystems, establishing strong connections in major innovation clusters, and to closely follow emerging trends and new technologies. The Group's platforms are located in Silicon Valley, Toronto, Shenzhen, Paris and Tel Aviv. The Tel Aviv platform was inaugurated in 2019 and concentrates on cyber security.

In April 2021, FORVIA, Groupe Renault, Knauf Industries, Simoldes, and Coşkunöz, in association with IBM, have signed a partnership contract for the deployment of XCEED (eXtended Compliance End-to-End Distributed), a blockchain based shared solution to trace the compliance of thousands of parts assembled in a vehicle in almost real time.

In June 2021, we acquired designLED, the Scotland-based company specialised in advanced backlighting technologies, to strengthen our offer for display technologies and enrich the immersive experiences for the Cockpit of the Future.

Academic partnerships and collaborative innovation

We work with over 25 academic organizations in open innovation networks, to test, assess and develop prototypes in order to obtain the relevant information to position research for the Group. Important partnerships include those with École Centrale de Nantes for composites, the Collège de France and French Alternative Energies and Atomic Energy Commission (CEA) for polymers and fuel cell technologies, Technische

Unversität Dortmund for metals, Supelec-Esigelec for mechatronics, the Indian Institute of Science for sensors and CentraleSupélec for Artificial Intelligence (AI).

Collaborative approach to promoting sustainable mobility solutions

Our CEO is one of the CEOs involved in the governance of Movin'On, an innovative and collaborative think tank aimed at defining mobility trends and setting up pre-competitive studies between the partners. Through its communities of interest, Movin'On develops a common vision on specific topics and promotes collaborative intelligence to experiment new mobility solutions.

We are also part of the executive group of the Hydrogen Council. The Hydrogen Council is a global initiative of leading energy, transport and industry companies with a united vision and long-term ambition for hydrogen to foster the energy transition. We also play a key role in the World Materials Forum in relation to sustainable mobility.

Our CEO is co-chair of the CNH (French National Hydrogen Council) which is aiming at implementing the French hydrogen strategy.

We are at the head of the FORCE consortium developing a low cost carbon fibre from natural resources.

ESG as business driver with net zero leadership forthcoming

We are the first automotive company in the world with an SBTi-approved net zero roadmap. We are targeting to be carbon neutral in scopes 1 and 2 by 2025, reduce by 45% our scope 3 emissions by 2030 and reduce by 90% our scope 1, 2 and 3 emissions by 2045. We have a comprehensive approach that encompasses all the value chain from products sourcing to end of use.

Our suppliers are a key element of our performance, and we aim to create together a responsible supply chain. Purchases of goods and services represent 66% of controlled emissions in scope 3. As such, selecting suppliers with CO_2 targets in line with those of FORVIA is key to help us achieve our carbon neutrality goal. We continue to raise awareness among our suppliers on the need for a CO_2 commitment supported by Executive Management, and a gradual increase of their EcoVadis score.

During the production phase, we are committed to incorporate recycled materials in our products whenever possible. Through our subsidiary MATERI'ACT, we develop and produce unique cutting-edge materials with low, and ultra-low footprint with up to 85% CO_2 reduction versus current materials. The range of products includes recycled, bio-based and carbon-capturing compounds, bio-based foils, low CO_2 carbon fibres, and green steel for the automotive industry and beyond.

As per FORVIA Excellence System, we are targeting to reduce energy consumption through several levers including (i) energy savings (by 26% in 2023 compared to 2019), and (ii) increased use of renewable energy through both on-site production (target of installing more than 1.3 million m^2 solar panels) and off-site purchase.

In terms of R&D, we are significantly investing into sustainable mobility. FORVIA is convinced that hydrogen mobility and fuel cell technology will occupy an important place in the propulsion energy mix for the next 10 to 15 years. The Group provides automakers with complete hydrogen storage system integration for different vehicle architectures, offering delivery of end-of-line tested turnkey systems. The Group is positioned in three markets, estimated to have a potential of €20 billion, in which it aims to generate revenue of €3.5 billion by 2030. Meanwhile, we continue to invest in clean mobility and vehicle electrification.

We incorporate recyclability in our eco-design approach to anticipate the end-of-life phase and optimize production waste recovery. We systematically substitute for plastics that are not yet recyclable or difficult to recycle (PVC, thermoset or composite plastics such as polypropylenes loaded with glass fibres). We are also committed to offer repair solutions through our Lifecycle solutions unit which aims to extend lifetime of products used, hence helping to reduce CO_2 footprint.

FORVIA's ESG commitment is further evidenced by its sustainability-linked financing framework which aligns its business and financing with its commitments and values, by creating a direct link between its sustainability strategy and the funding strategy. Managers' compensation also integrates sustainability criteria, demonstrating again the commitment of FORVIA to embed ESG in the strategy of the Group.

Strong operational excellence delivering through Total Customer Satisfaction

Our Total Customer Satisfaction Program

The Total Customer Satisfaction Strategy (TCS) enhances and affirms FORVIA's competitive advantage in terms of quality and customer loyalty. Product safety occupies a central place in this strategy, which is deployed by the Group on all its sites through quality agreements and the sharing of the vision in all regions, while integrating local needs. Following the acquisition of HELLA in 2022, the Group's quality teams are working closely together to share best practices and harmonise the processes of each entity. To guarantee quality performance and thus improve the customer experience from the innovation phase to the after-sales guarantee, FORVIA focuses on four pillars:

(1) *program quality*: ensuring quality from the innovation phase to mass production by designing products and processes that meet customer expectations;

(2) *launch quality*: to start mass production with quality standards while meeting customer expectations;

(3) *operations quality*: checking the absence of defects within internal operations and with our suppliers;

(4) *customer experience quality*: aiming for benchmark performance and quality customer service.

FORVIA benchmarks performance using a customer satisfaction index. Our Total Customer Satisfaction program also comprises initiatives such as our Digitalisation initiatives and the FORVIA Excellence System.

Customer satisfaction index

The customer satisfaction index is used by FORVIA to assess its performance with regard to its customers. It combines relevant key performance indicators and customer perception: (1) *performance*: main indicator for customers based on the number of incidents and customer complaints; (2) *perception*: indicator based on a survey sent to all of the Group's customers, which includes a score from zero to five stars, zero being the lowest rating, five the highest. In terms of performance, complaints recorded has been reduced by 14% vs 2022 despite the increase in sales. In terms of perception, FORVIA achieved the score of 4.7 out of 5, above the target set at 4.5.

Digitisation for customer experience

In 2023, FORVIA developed a tool for reporting quality specifically designed to meet the requirements of its main customers. This tool provides an overview of their level of satisfaction at each point of contact throughout the customer journey: from the acquisition phase, through the program phase to mass production.

In addition to this tool, various indicators related to the customer experience, such as external complaints, costs related to quality defects and alerts issued by the Alert Management System (AMS), are centralized at Group level. These indicators are monitored using a dashboard. In this way, the quality team can quickly deal with problems reported by customers, identify defective products internally, and monitor the performance of each Business Group by site month after month. This automated feedback enables effective decision-making and the implementation of action plans without delay.

Across our sites, we deploy automated guided vehicles, data analysis, and 3D simulations to optimize operations. In 2023, more than 90 digital model plants were utilizing the latest digitalized tools and processes, and over 30 more are planned for 2024. Innovative approaches are tested in benchmark model plants before wider implementation. We are also exploring GenAI, with pilots anticipated in selected plants in 2024.

The FORVIA Excellence System

Starting in 2023, we released the new FORVIA Excellence System, which aims to deliver best-in-class industrial performance in an increasingly competitive world. With FORVIA Excellence System, we are taking a next step toward our ambition to become a sustainable mobility technology leader.

Over the past year, both FORVIA and HELLA have come together to align on a common set of operational principles. The result of this work, FORVIA Excellence System combines the strongest elements of the prior Faurecia Excellence System and the HELLA Production System while embedding our digital tools and common Sustainability roadmap.

The System focuses on our key priorities: Total Customer Satisfaction, Sustainable Competitiveness, and Talent Development, all within a safe working environment. We intend the System to contribute to our operational efficiency and aim to deliver flawless program management to fulfil the Group's POWER25 profitability target. The System delivers a 360-degree approach to operations and covers a wide range of topics, from production and launches to production control & logistics, health, safety and environment, human resources, quality and plant management.

The main evolutions of the System include:

- Managing full profit and loss scope and performance improvement to reach benchmark status.
- Optimizing our execution in a volatile environment through digital solutions, now largely deployed and accelerating our continuous improvement by leveraging data.
- Raising environmental impact awareness, to build a sustainable future for the company and honour our commitment to reach CO_2 net zero by 2045.

The implementation of the System across all FORVIA sites is anticipated by 2025. This journey towards sustainable excellence starts with the understanding of what the FORVIA Excellence System means to our organization, how it is developed, and how it is going to be implemented.

Our FORVIA Education Path will help develop the right level of understanding and ownership of this new system, in particular among shopfloor teams, whose empowerment and engagement is pivotal.

Everyone, from operators to management, in plants, divisions, Business Groups and Functions, must ensure we give the right focus, energy, and resources to achieve our business goals through the strong application of FORVIA Excellence System.

FORVIA Excellence System implementation will guarantee the stability, sustainability and performance of our plants, thus the competitiveness of our Group.

Awards

We believe that the numerous awards that we have received from our customers and our record order intake over the last few years demonstrates the confidence of our customers in our Total Customer Satisfaction strategy. We are a strategic partner of many of our major customers, receiving 70 customer recognition awards in 2021 for global performance, manufacturing excellence, cost savings and innovation. In particular, we received a General Motors Supplier of the Year Award, a Ford World Excellence Award and a Cummins Covid-19 outstanding supplier award.

Notable new business awarded to us in 2023 included:

- Complete Seat for Volvo Truck V700;
- Head Lamp & Taillight for Global Vehicle Company Model;
- Complete Seat for VW Small BEV Spain;
- Complete Seat for Global Vehicle Company Model;
- VW Radar 77 GHz 5G3 MEB;
- Cockpit Electronic for Honda Civic;
- Door Panel for Mercedes Vito Spain;

- Metals for BYD Tang; and
- Autonomous Driving for segment B, C, F for Stellantis.

Among others, we also achieved the following recognition awards over the last few years:

- our H_2 activities have been selected as an "Important Project of Common European Interest" ("**IPCEI**") pursuant to the European Commission's criteria by the French Government and will be allocated €213 million (those of Symbio (50/50 joint venture with Michelin) have also been selected);
- inclusion of FORVIA in the Euronext CAC 40 ESG® index;
- PACE award at the Automotive News magazine's PACE awards for developing the "Resonance Free Pipe™" (RFP™);
- supplier award at the General Motors' 2019 Supplier of the Year event;
- four "Winner" and two "Special Mention" awards at the 2020 German Innovation Award competition;
- outstanding program leadership award at the EcoVadis annual 2020 Sustainability Leadership Awards;
- supplier award at the 2019 Groupe Renault Supplier event for our operational performance;
- two innovation awards at the 2019 Shanghai Automotive Show for our Cockpit of the Future innovations;
- "Best Quality Mindset award" at the Groupe Renault Suppliers event for our Pitesti (Romania) plant in 2019;
- PACE finalist at the Automotive News magazine's PACE award for our Perceptual Display Platform Vision; and
- IRYStec named 2021 Automotive News magazine's PACE award winner.
- Five FORVIA Innovations were named Automotive News PACE and PACEpilot Finalists. FORVIA was honoured to have five technologies selected as finalists for the 2023 Automotive News PACE and PACEpilot Awards, including
  - Forvia's Immersive display system; and
  - Forvia's All-in-one seating innovation.
- FORVIA received three accolades at the European Association of Automotive Suppliers, CLEPA, Innovation Awards 2023.for
  - Automatic Diagnostics;
  - NAFILean-R; and
  - XL Tank.
- FORVIA received four accolades at the CES 2024 Innovation Awards in the category "Vehicle Tech & Advanced Mobility":
  - Hella's Flatlight | µMX technology;
  - Skyline Immersive Display;
  - eMirror Safe UX; and
  - Light Tile for Transparent Door.

Focus on profitability, financial discipline and resilience

Our profitability and financial discipline form an important foundation for our transformation and sustainable value creation. Over the past several years we have achieved significant improvements in our profitability. Our operating income increased from 3.5% of sales in 2013 to 5.3% of sales in 2023. Although our operating income decreased to 2.9% of sales for the year ended 31 December 2020 as a result of the significant impact of the Covid-19 pandemic and resulting economic crises, our operating income recovered strongly for the year ended 31 December 2021. We reported a resilient operating income of €862 million for the year ended 31 December 2021, representing 5.5% of sales, despite a semiconductor shortage and increase in raw material prices throughout the year. For the year ended 31 December 2022, we reported an operating income of €1,060.5 million, representing 4.4% of FORVIA's total sales, reflecting the impacts of inflation, volatility in automotive supply chains related to the war in Ukraine, and the Covid-19 related lockdowns in China during the period. For the year ended 31 December 2023, we reported an operating income of €1,439.1 million, representing 5.3% FORVIA's total sales, reflecting a robust rebound in production across all regions, facilitated by residual improvement of supply chains and an automotive market recovering to its pre-Covid levels.

Throughout 2023, we maintained sufficient liquidity and we ended the period with €4,273.9 million of available cash and cash equivalents as at 31 December 2023, compared to €4,201.1 million as at 31 December 2022. We also had €1.95 billion of undrawn commitments, collectively, under the Syndicated Credit Facility and the HELLA Credit Facility as at 31 December 2023. We reported net debt of €6,987.3 million as at 31 December 2023 compared to €7,939.1 million as at 31 December 2022. The ratio of our net debt as at 31 December 2023 to our adjusted EBITDA for the year ended 31 December 2023 fell to 2.1x, showing deleveraging from 2.7x as at 31 December 2022, due in part to the use of proceeds from the completion of our €1 billion disposal program in 2023.

Structural actions and cost flexibility

We are also implementing structural changes to make our cost structure more flexible in order to increase our agility and resilience. We aim to rationalise and optimise our industrial footprint and tightly manage our direct and indirect headcount, in addition to other selling, general and administrative cost-cutting measures. These measures have become increasingly important to us in the post Covid-19 environment.

We generally seek to pass through increased raw material costs to our customers through a variety of means. Certain raw material cost fluctuations, such as for monoliths, are directly passed through, whilst others are passed through (typically with a time lag) through indexation clauses in our contracts. In addition, we seek to pass through certain other raw material costs to customers through periodic price reviews that are part of our contract management. Our ability to pass through such costs has had a positive impact on our margins and profitability. The impact of inflation in costs has been reduced by offsetting increases in steel and chemical prices through our contractual pass-through to customers. We estimate that our contractual pass-through policies have helped mitigate the impact of inflation in our raw materials costs by an average of over 84% in 2023 and we believe that ongoing negotiations with customers will continue to mitigate inflationary impacts in 2024.

The Group's operations are not highly energy-intensive: in 2023, FORVIA and HELLA, taken together, had energy costs (of which approximately 90% related to electricity and approximately 10% related to gas) that amounted to approximately €304 million, representing only 1.1% of sales.

The Group has hedging policies in place that aim to protect our energy costs from the current sharp rise in electricity and gas prices. On top of these hedging policies, we have implemented energy savings measures and accelerated energy self-production through the installation of solar panels at our sites, which are capable of generating approximately 57 MWp of additional energy. FORVIA is continuously working on its renewable electricity generation. In 2023, we had 120GWh of electricity being produced from renewable (solar and wind) installations. We aim to have up to 700GWh of renewable capacity in 2024.

As a result, our total energy costs grew by only 27% compared to 2021, excluded volume impact, whereas energy prices increased approximately 65% in the same period.

We seek to achieve steady and predictable levels of capital expenditure and working capital. We are still planning to grow while limiting our capital expenditure and capitalised R&D requirements by seeking better capital expenditure allocation.

Two experienced governance bodies driving strategy and execution

We have two governance bodies, the Board of Directors and the Executive Committee, responsible for deciding and implementing our strategy.

The Board of Directors

The Board of Directors oversees our business, financial and economic strategies. This 14-member body, including 10 independent board members and 2 board members representing employees, meets at least four times a year. Three permanent committees are tasked with the preparation of discussions on specific topics: the Audit Committee, the Governance, Nominations and Sustainability Committee and the Compensation Committee. They make proposals and recommendations and give advice in their respective areas.

With their diverse backgrounds, experience and skills, our board members offer us their expertise, support in defining our strategy and tackling the challenges that we face within the context of our transformation and strategic direction.

The Executive Committee

Our executive functions are performed by an Executive Committee that meets monthly to review our results and oversees our operations and the deployment of our strategy. It discusses and prepares guidelines on important operational subjects, and its decisions are then deployed throughout the Group.

Experienced Management Team

Our management team has significant experience in the industry. Patrick Koller, our CEO, has been with the Group since 2006. Prior to becoming our CEO, he was Executive Vice President at our Seating business group from 2006 to 2015. Bernard Schaferbarthold, HELLA's CEO, previously HELLA's CFO, has been a member of HELLA's Management Board responsible for HELLA's Finance and Controlling functions since 2016 and has remained with HELLA since 2013. The majority of the members of our Executive Committee have spent most of their careers in the automotive industry. We believe that the experience, industry knowledge and leadership of our management team will help us implement our strategy described below and achieve further profitable growth.

The governance structure of the Forvia Group compromises separate but complementary governance bodies at FORVIA SE and HELLA GmbH & Co. KGaA with efficient decision-making processes within each governance body. This governance model allows the Group's companies to work together effectively, while adhering to the governance principles required for Forvia SE and Hella.

Strategy

We have adopted a transformation strategy to benefit from the four major trends of connectivity, autonomous driving, new mobility solutions and electrification which are disrupting the automotive industry. Our strategy is to develop innovative solutions for Sustainable Mobility and the Cockpit of the Future.

We implement our strategy by: (a) making significant investment in innovation and accelerating the integration of new products into the market through a strong ecosystem of strategic and technology partnerships; (b) focusing on operational efficiency and resilience through our Total Customer Satisfaction programme and digital transformation program; and (c) maintaining a strong culture based on our core convictions and values.

Through our Sustainable Mobility strategy, we are facilitating the transition to clean mobility by developing solutions for fuel efficiency, zero emissions and air quality. Societal and political pressure on the automotive industry to reduce emissions has never been higher. As stringent new regulations are introduced around the world, and with demand for electrified vehicles consistently increasing, we have made sustainable mobility a strategic priority. We are addressing the major segments for internal combustion engines and electric vehicles by developing solutions for light vehicles, commercial vehicles and high horsepower engines.

Our Cockpit of the Future strategy provides solutions for a more connected, versatile and predictive environment, and responds to the increasing trend for autonomous and connected vehicles. The Cockpit of the Future will allow personalised consumer experiences combining functionalities such as infotainment, ambient lighting, postural and thermal comfort and immersive sound.

We believe that we are uniquely positioned to deliver solutions for Sustainable Mobility and Cockpit of the Future through our leading market positions in our Clean Mobility, Seating and Interiors businesses and through the addition of HELLA's Lighting business and combination of Faurecia Clarion Electronics with HELLA's Electronics business.

The HELLA Acquisition has been a strategic opportunity for us, enabling us to emerge as the world's seventh largest supplier to the automotive industry, with a cutting-edge technology portfolio that addresses the major trends in the industry, and to achieve the combination of two highly complementary companies focused on innovation, operational excellence, customer satisfaction and environmental, social and governance ("**ESG**").

Sustainable Mobility

Our current sustainability strategy rests on a long-term view towards becoming a leader in zero-emissions hydrogen solutions while developing innovative solutions for electric and hybrid vehicles in the near term. To that end, our strategic roadmap for Sustainable Mobility focuses on the following four areas:

- developing hydrogen solutions for zero emissions;
- developing solutions for ultra-low emission passenger vehicles;
- developing solutions for ultra-low emission commercial and industrial vehicles;
- developing sustainable and smart materials;
- developing aftersales and repair services.

Sustainable Mobility – Hydrogen solutions for zero emissions: We believe hydrogen mobility will accelerate rapidly and achieve significant adoption by 2030. Hydrogen can be produced from various energy sources and is a storable energy carrier that generates no CO_2 emissions or polluting gasses when used in vehicles.

We believe that hydrogen is very well suited to commercial, heavy-duty on- and off-road vehicles, as well as high-horsepower engines, giving it the potential to transform transportation and logistics. By 2030, it is estimated that three to five million vehicles equipped with fuel cell technology will be on the roads (*source: Hydrogen Council Discussion Paper 2018*). Since 2018, we have halved the cost of our fuel cell systems and our objective is to continue to reduce the cost significantly. We are developing the next generation of hydrogen systems for commercial and light vehicles, heavy-duty trucks and industrial applications. We currently have the ability to produce several thousands of hydrogen storage systems per year and we aim to significantly increase our production capacity.

We aim to become a leader both in hydrogen storage systems and distribution services, which we develop in-house and for which we have created a centre of excellence in France, and in fuel cell stack systems and services produced by Symbio. We are well-positioned in both of these key elements of fuel cell systems, which we estimate represent 75% of the value chain. Since 2018, we have invested over €380 million in hydrogen technology development. The market is expected to grow to €20 billion in 2030. FORVIA and Symbio – our zero emission hydrogen joint venture with Michelin and Stellantis – have registered a cumulated order intake of €1.2 billion aligned with the long-term ambition of FORVIA as a leader in hydrogen with targeted revenues of €3.5 billion in 2030.

We inaugurated our first mass production plant of hydrogen storage in Allenjoie, France (with a capacity of 100,000 tanks a year, as of 2023).

We further accelerated hydrogen activities in 2023 with the inauguration of SYMBIO's gigafactory Symphon'hy in France. The new factory has a current production capacity of 16,000 fuel cell systems, to reach 50,000 fuel cell systems by 2026, paving the way for large-scale production and supporting its customers in their drive for low-carbon transport. It represents Europe's largest integrated site producing hydrogen fuel cells.

In line with this ambition, in 2020 we inaugurated our global centre of expertise, which aims to develop lightweight and cost-competitive hydrogen storage systems. Located in Bavans, France, the centre is dedicated to the design and tests of these systems. Our homologated tanks (350 / 700 bar) will also be produced at this new centre. With this global centre, we also aim to develop new industrial processes to accelerate production and develop innovative materials and smart tanks to reduce the cost of the systems and increase their safety, durability and recyclability.

Moreover, in 2020, we acquired Ullit for high-pressure tanks. We believe this acquisition with Ullit's patented technology for impermeable tank shells will help reinforce our unique hydrogen ecosystem. We recently acquired a majority share in CLD, one of China's largest high-pressure tank manufacturers. We are working with CLD to develop and manufacture type III and IV hydrogen storage tanks for the Chinese market.

Sustainable Mobility – Solutions for ultra-low emission passenger vehicles: The requirement for increasing content in the powertrain to meet emissions control regulations, as well as the need for significant reduction in CO_2 emissions, drive the need for several of our key technologies which we estimate will increase the overall value of the exhaust line by 20% by 2030. We supply post-treatment systems for internal combustion and hybrid powered engines in order to reduce emissions and noise levels and recover lost energy.

The key technologies for fuel economy and emissions reduction that are already in production or will be by 2025 are the Electric Heated Catalyst ("**EHC**") solutions including a pre-heating function that can give a near zero emissions vehicle, and a combined Exhaust Gas Recirculation ("**EGR**") / Exhaust Heat Recovery Systems ("**EHRS**") which can give over 3% CO_2 savings.

Electrification also drives demand for ultra-quiet vehicles and we have developed products to reduce engine noise through advanced exhaust line architecture, electric valves and resonance free pipes.

Sustainable Mobility – Solutions for ultra-low emission commercial and industrial vehicles: We are anticipating the ongoing emissionisation of all commercial vehicles, particularly in growth markets like China and India, where regulations are converging towards European and North American standards. Technologies such as our heated doser contributes to ultra-low NOx emissions by operating efficiently even at lower temperatures and is compatible with current and future after treatment architectures.

In 2018, we acquired Hug Engineering, the European leader in complete exhaust gas purification systems for high horsepower engines. In 2020, stringent regulations were implemented in all regions both for stationary and marine applications. In order to adapt to stricter emission regulations and to improve air quality, we developed "Electric Heated Catalyst" technology that will enable the emission control system in vehicles to reach its maximum efficiency at a faster pace.

Sustainable and smart materials: we design products taking into account their entire life cycle, from the use of resources and raw materials to their eco-design and recyclability at the end of their life. We offer bio-sourced materials that reduce the weight of parts and their carbon footprint. In 2022, we launched MATERI'ACT to develop and produce sustainable materials with up to 85% CO_2 reduction versus current materials. MATERI'ACT develops, sources, produced and sells cutting edge materials including recycled, bio-based and carbon-capturing compounds, bio-based foils, low CO_2 carbon fibres, and green steel.

Sustainable Mobility – Aftersale and repair services: we offer solutions to extend the vehicle lifecycle and participate to the circular economy.

Safe, Customised and Advanced Mobility

From our leading position in our Seating and Interiors business groups, we have undertaken a series of acquisitions and partnerships which gives us a unique position in interior modules and systems architecture. The creation of Faurecia Clarion Electronics, regrouping the complementary technologies of Clarion, FCE Europe and Coagent Electronics, technology companies CovaTech and Creo Dynamics, as well as an ecosystem of start-ups and partners, provides us with the electronics, software, computer vision and artificial intelligence competences to deliver on our vision of the Cockpit of the Future.

We completed the acquisition of the remaining 50% of our joint venture with Continental Automotive GmbH on 30 January 2020, a project that was announced on 14 October 2019. SAS Autosystemtechnik GmbH und Co., KG ("**SAS**") is a leader in cockpit module assembly, logistics and Just-in-Time delivery. The acquisition provides us with expertise in complex logistics and assembly and reinforces our systems integration offer to cover the full range of interior modules. SAS has strong growth potential in North America and China and has also shown a very strong order intake in 2020.

Safe Mobility: Autonomous driving will lead to the development of new uses for the interior of vehicles. As occupant positions may no longer need to be fixed facing forward and upright, users will have more freedom to do other tasks during their journey. To ensure that passengers are safe in all seated positions, features such as airbags or the seatbelt can be integrated directly into the seat. This technology called the Advanced Versatile Structure ("**AVS**") allows occupants to drive, relax and work safely and efficiently. Smart kinematics effortlessly recline, lift, adjust and swivel the seat, and then return it smoothly and quickly back to the upright or driving position. Through our partnership with ZF, we are developing safety systems so that passengers can continue to travel safely in any seated position, whether they are driving, working or relaxing.

Customised Mobility: We are also developing solutions that provide an optimal onboard experience and enhance wellness. Through close monitoring of the thermal and postural comfort of the occupants, the cockpit will learn each occupant's preferences over time and leverage artificial intelligence to make adjustments so that people feel better at the end of their journey.

In terms of personalised sound experiences, we are combining activated sound surfaces, smart headrests integrating local ANC, IP and telephony, and high-end premium sound, such as that provided through our partnership with Devialet.

In terms of immersive driving experiences, we concluded a contract in 2023 with a German OEM to introduce VIBE, its immersive technology that embeds tactile sensations within the car seat. After five years of R&D in collaboration with Aurasens, pioneers in vibro-haptic composition, VIBE is expected to debut in a next-generation premium SUV by the end of 2025.

Advanced Mobility: We are focused on developing "smart surfaces" for drivers' expecting greater intuitive interaction with their vehicles. "Smart surfaces" combine traditional vehicle interior surfaces, such as the dashboard, with digital displays that are able to control cockpit temperature, sound and lighting. Increased connectivity in vehicles will drive new business models for upgradability, retrofit and services across the vehicle lifetime. We have developed a number of partnerships for connected services, for example with Microsoft for cloud connectivity, and Accenture for digital services.

In May 2019, we announced a 50/50 joint venture with Aptoide, one of the largest independent Android app stores to develop and operate Android app store solutions for the global automotive market. This joint venture offers OEMs an affordable and secured automotive apps market, available worldwide with adaptable content per region. The Aptoide app store offers one million Android apps covering a variety of use cases such as gaming, navigation, content streaming services, point of interest recommendations or parking. Aptoide also offers an integrated secure payment mechanism supporting OEM strategies for service monetization, whilst securing the vehicle and occupants' data privacy.

In May 2019, we announced an investment in GuardKnox, an Israeli automotive cybersecurity provider, to reinforce passenger safety and data security in the connected car and for new user experiences. This investment allows us to offer comprehensive cyber defense solutions (hardware and software) for connected and autonomous vehicles.

Sustainable Development

The political and societal drive towards addressing climate change has now reached the forefront of the agenda in many countries and regions of the world. The Green Deal in Europe to reduce greenhouse gas emissions by

55% in 2030 and to have no net emissions in 2050 is a clear demonstration of this, as is the emphasis put on renewable energy in economic recovery plans. With transport accounting for around one quarter of global CO_2 emissions and passenger vehicles accounting for around 10%, the automotive industry has a strong responsibility to reduce greenhouse gas emissions and reduce its environmental impact. We believe these actions with respect to climate change present a number of opportunities for us. In September 2021, we joined *Entreprises pour l'Environnement* (EpE), a French association bringing together more than 60 French and international companies from all business sectors, willing to better include the environment in their strategy and business decisions.

Sustainable development is fully integrated into our transformation strategy and corporate culture. Within this cultural framework, we have defined six convictions and six values that guide our actions and behaviours. Our six convictions form the basis of our corporate social responsibility ("**CSR**") strategy, "Inspired to Care", and our CSR roadmap.

Our CSR roadmap is based on the following main projects:

- *Achieving Net Zero by 2045,* with 2 intermediate milestones: CO_2 neutrality on scopes 1 & 2 emissions by 2025; and a reduction of 45% on scope 3 emissions by 2030 (compared to 2019) by focusing on three main levers: "use less", "use better" and "use longer". We design our products for scope 3: working with fewer virgin material, transitioning to frugal architecture, and creating products that last longer and are easier to recycle.

- *Developing more sustainable materials into our products.* We intend to use more sustainable and/or recyclable materials, reducing the amount used and extending their lifespan, to help reduce the overall environmental impact of our products. For example, we have introduced our "Seat for the Planet" and "Interiors for the Planet" innovation programs to advance use of sustainable, low carbon emission and/or recyclable materials in our products. Under our "Interiors for the Planet" program, we have launched the NAFILean™ and NFPP Family product lines.

- *Innovating for Sustainable Mobility and Cockpit of the Future.* We intend on accelerating our transition towards clean mobility solutions through our investment in hydrogen technologies, such as our collaboration with Michelin via the Symbio joint venture. We believe our new Business unit, Faurecia Clarion Electronics will offer various growth opportunities for our Cockpit of the Future solutions. We have also partnered up with various industrial partners and invested in start-ups to accelerate innovation in our Sustainable Mobility and Cockpit of the Future strategies.

- *Committing to Total Customer Satisfaction*. We launched our Total Customer Satisfaction program in 2019. The program aims at capturing a holistic picture of customer satisfaction and feedback, both in term of performance and perception of the overall value chain, from order taking to the start of production.

- *Engaging suppliers for sustainable procurement and supply chains*. Our purchasing policy is an integral part of our social and environmental responsibility. Our suppliers have to comply with our supply chain requirements to assist us in achieving our carbon neutrality goal. We rely on our partner, EcoVadis, in assessing our suppliers in terms of their social and environmental responsibility.

- *Developing an inclusive culture for hiring and retention of talent*. We have launched an inclusive management approach, with particular emphasis on gender diversity. Through this approach we aim to better understand and promote the contribution of diversity in our teams to increase creativity, positivity and better results amongst our employees. We aim to achieve this by focusing on three areas: training management teams developing future talents and recruiting high-potential candidates. In May 2021, we hosted a first-of-its-kind global event dedicated to diversity and inclusion. Two virtual sessions were organized to celebrate the many initiatives happening across the company. Focus was placed on gender diversity, an area where we are committed to progressing.

- *Promoting training and apprenticeships to prepare for the major changes of the future*. We provide training to our employees through our internal training universities to enable all employees to understand the fundamentals of their relevant business area, integrate technological developments and adapt to the changes in our external environment.

- *Committing to projects with a social impact*. In March 2020, we launched our corporate foundation to contribute to supporting and developing projects that promote education, mobility and the environment. In the second half of 2020, we initiated projects to promote these three areas in India, Mexico and Morocco and in 2021 eight more employee solidarity projects were supported in China, Europe and the Unites States.

Ambition to achieve CO_2 neutrality for all scopes 1,2 and 3 by 2045.

We are committed to tackling climate change and have launched an ambitious programme to become CO_2 neutral by 2045. Through this program, we aim to both reduce our environmental impact and create long-term value across our entire supply chain. We are investing in innovation to advance the sustainability of our products and industrial processes across all of our businesses.

We have developed a plan in three steps to achieve this goal. This plan is validated by the Science Based Targets initiative ("**SBTi**"). FORVIA is the first automotive company whose CO_2 neutrality has been validated by SBTI against its new "net-zero emissions" standard.

The steps in FORVIA's plan to achieve CO_2 neutrality are as follows:

- *By 2025:* we aim a reduction of at least 80% in Scope 1 and 2 emissions across all our sites compared to 2019. We have been leveraging partnerships with major energy players since 2019 to implement and accelerate energy reduction strategies, generate green power at our own sites, and purchase renewable energy.
- *By 2030:* we aim to reduce our scope 3 emissions by 45% compared to 2019, including. controlled emissions of our products and emissions of vehicles equipped with our products. We are focusing on the use of sustainable materials, the development of eco-design (frugal architecture) and the Life Cycle Analysis of our products. These levers enable the CO_2 neutrality strategy to be managed across the entire supply chain.
- *By 2045:* we aim to achieve CO_2 neutrality by reducing our scopes 1,2 and 3 emissions by at least 90% (compared to 2019) and we will focus on neutralizing our residual emissions by promoting CO_2 sequestration solutions in our products.

FORVIA's Scope 1 & 2 strategy is based on:

- *Energy frugality:* from 2019 to 2023, we reduced our energy intensity by 26%. To roll out energy efficiency programs, the Group has entered into partnerships with Schneider Electric, Engie and GreenYellow. These contracts cover more than 60 sites and have enabled reductions in the consumptions of the sites concerned.
- *Replacing fossil fuels with renewable energies:* in 2023, the group has contracted two virtual power purchase agreements in Northern Europe providing up to 642 GWh/year of renewable electricity. These projects make it possible to decarbonize more than 70% of FORVIA's European consumption, and more than 25% of its global electricity consumption. They are now in production. Forvia has also signed partnerships with Engie and EDP to develop the production of photovoltaic electricity for self-consumption on its sites. To date, 50 sites have contracted a project for a projected capacity of 61MWp. All new sites commissioned are now compatible with the installation of roof-based solar panels. In 2023, FORVIA signed a partnership with Schneider Electric, "Electrification as a service", aimed at electrifying heating systems and gas-powered processes.

To reduce Scope 3 emissions, the Group is developing materials with an ultra-low CO_2 footprint

- FORVIA has created a dedicated entity, MATERI'ACT, a pure player in sustainable materials in 2022. In late 2023, we inaugurated our world-class R&D centre in Villeurbanne, France, where we develop and industrialize innovative ranges of low CO_2-materials from sustainable foils bio-based and recycled plastic compounds, and carbon fibres with an ultra-low footprint, enabling a reduction in CO_2 emissions up to 85% by 2030 compared to existing materials.

- FORVIA is also the co-founder of the company GravitHy, which will produce very low carbon steel from hydrogen (creation of a plant in France planned for 2027).

Planet, Business and People

Guided by the United Nations Sustainable Development Goals, our CSR Strategy, "Inspired to Care", is structured around three pillars: Planet, Business and People.

- *Planet:* We are seeking to reduce the carbon footprint of our sites and activities through energy and transport purchases. We are also addressing the carbon footprint of our products by using more environmentally friendly materials and processes. We have an ambition to be CO_2 neutral for all scopes 1,2,3 by 2045. Our emissions reduction targets have been approved by SBTi as compatible with the reduction required to limit global warming to 1.5°C. We have signed contracts with several Energy partners to develop an action plan to optimize energy sourcing and to use less energy and clean energy across all of our sites.

- *Business:* We are seeking to innovate and develop solutions for increasingly clean mobility. With organizations being challenged to be increasingly agile and faster, we work towards being more vigilant and compliant with the highest ethical business standards. Our goal is to become the preferred reference partner of sustainable mobility in the market. The Group is a board member of the Hydrogen Council, which is a global initiative bringing together more than 140 leading companies in the field of energy, transport, industry and investment. The group is also a member of Hydrogen Europe and the National Hydrogen Council in France. Since its creation in 2021, it has been co-chaired by Patrick Koller, Chief Executive Officer of FORVIA SE.

- *People:* We are implementing stringent workplace safety and risk prevention policies. To prepare the teams for future changes, we provide many different types of training to as many employees as possible. To attract and develop talent, we favor a more inclusive culture. As a global company, our goal is to increase our role towards society by contributing to solving social issues.

In line with our convictions, we adhere to international initiatives for sustainable development. The Group is a signatory of Global Compact and contributes to the ambitions of the 17 Sustainable Development Goals of the United Nations. We are also a signatory of the French Business Climate pledge and have committed to following the recommendations of the Task Force on Climate Financial Disclosure. The Group is also committed through the Act4nature global alliance to act in favour of biodiversity with concrete actions planned. Finally, FORVIA has been a signatory of the Women Empowerment Principles (WEPs), an initiative established by the United Nations Global Compact and UN Women.

Recent Developments

HELLA Schuldschein

On 22 January 2024 HELLA launched a €100 million senior unsecured Schuldschein issue, with the possibility of increase if driven by demand. The HELLA SSD is proposed in three tranches with tenors of three, five and seven years with floating and fixed interest rates. Proceeds are expected to be used for general corporate purposes, including the refinancing of a portion of the maturing HELLA 2024 Notes. Landesbank Hessen-Thuringen Girozentrale and Landesbank Baden-Wurttemberg act as joint lead arrangers. The orderbook closed on 27 February 2024 and pricing and allocation of the fixed rate tranches are expected on 28 February 2024. The transaction is expected to settle on 12 March 2024.

EU Forward

Our ambitions and targets for our future results presented below constitute forward-looking statements and reflect our present ambitions with regard to future performance. Our future performance is subject to a number *of important factors and uncertainties that could cause actual results to differ significantly from those described below. Although we believe that the ambitions reflected in these statements are based on reasonable assumptions given our knowledge of our industry, business and operations as at the date of this Offering Circular, we cannot give any assurance that these assumptions will prove to be correct, and we caution you not to place undue reliance on such statements. For more information, see "Forward-looking Statements" and "Risk Factors".*

This information has been prepared by, and is the responsibility of, management and has not been audited or reviewed by Mazars or Ernst & Young Audit, nor have any procedures been performed by them with respect thereto. The below information is also based in part on preliminary results and estimates and is not intended to be a comprehensive statement of our financial or operational results.

On 19 February 2024, FORVIA announced the launch of its "EU Forward", a five-year project to reinforce competitiveness in Europe from 2024 to 2028.

The objectives of the EU Forward project are to:

- *Adapt the Group's operations to the fast-changing environment*

  Changes in the industry include the expected implementation of internal combustion engine bans in Europe through 2035 that oblige the industry to adapt to an evolving regulatory environment. We anticipate an acceleration in electrification and a structural shift in vehicle sales, with a decline from over 21 million light vehicles sold in 2019 to less than 17 million sold by 2030.

- *Prepare for the evolution of the OEM customer landscape in Europe*

  We anticipate the arrival of new entrants from Asia, with Asia expected to soon account for 60% of world vehicle volumes. Our aim is to secure our strong European Union ("**EU**") positions.

- *Improve FORVIA's profitability in the EU and rebalance FORVIA's regional mix*

  To address structural overcapacities in Europe, the Group intends to adapt its regional manufacturing and R&D set-up. In addition to natural attrition, the Group anticipates implementing a recruitment freeze to reduce recruitment in Europe and reductions in short-term and temporary workers, including external R&D resources. The Group anticipates increased global R&D and program management efficiency, notably by aiming to leverage artificial intelligence and generative artificial intelligence, including its "AI/GenAIt transformation" initiative with the ambition of achieving up to 50% of efficiency gains on R&D and core program teams in each Business Group. The EU Forward project could impact up to 10,000 jobs over the five-year period (out of approximately 75,500 at 31 December 2023).

  Meanwhile, we aim to reduce our dependence on the Chinese market while growing profitable in Asia. We aim to reduce our Group's sales in EMEA from approximately 46% to approximately 40% while increasing operating income in EMEA from approximately 22% to approximately 35%.

The Group targets annual cost savings of approximately €500 million by 2028. During implementation of the plan, the Group expects restructuring costs in Europe of approximately €1.0 billion and an €800 million restructuring charge in cash, each broadly equally split between the 2024-2025 and 2026-2028 periods. The Group aims for the project to be self-financed by offsetting restructuring costs with cost savings, with approximately €200 million in annual cost savings offsetting approximately €200 million in annual restructuring charges from 2024 to 2025.

Proposed Dividend Declaration

FORVIA's Board of Directors decided to propose the payment of a dividend of €0.50 per share to be paid in cash, subject to approval at the next annual shareholders' meeting expected to be held in Nanterre (France) on 30 May 2024. This dividend is consistent with FORVIA's POWER25 plan's commitment to reinstate dividends from 2024, following deleveraging in 2023.

History and Development

We have been a major automotive equipment supplier for decades and trace our history back to 1914. We have grown in tandem with technological and industrial advancements to reach our current position as a market leader in three of our four business groups. The following are key milestones and acquisitions in our development.

1997-1999. Ecia (*Équipements et Composants pour l'Industrie Automobile*), the PSA Peugeot Citroën group's specialist automotive equipment subsidiary, launches a friendly bid for Bertrand Faure, bringing its direct and indirect stake in this group to 99%. The acquisition leads to our formation in 1998 with the underlying aim of focusing on the automotive equipment business. Ecia and Bertrand Faure merge, resulting in the PSA Peugeot Citroën group holding a 52.6% stake in our company by the end of 1999. At that time, we report sales of over €4 billion, with a workforce of 32,000 employees.

2002-2005. We acquired a 49% stake in the South Korean catalytic converter maker Daeki Industrial (specializing in exhaust systems for Hyundai), number two in its market, and subsequently increased our stake to 100%. We also purchased the South Korean exhaust systems company Chang Heung Precision, which holds market share of over 20%.

2009. We agreed to acquire Emcon Technologies, becoming the world leader in the exhaust systems market. Following completion of the all-equity deal, One Equity Partners (JP Morgan Chase & Co's private equity arm) took a 17.3% stake in our company (fully divested in October 2010) and the PSA Peugeot Citroën group's interest was reduced to 57.4%. In India, we bought out joint-venture partner Tata to become the sole owner of Taco Faurecia Design Centre, which was renamed Faurecia Automotive Engineering India and became our development centre in India.

2011. We became the first automotive supplier to introduce a complete range of bio-composite cockpit solutions.

2012. On 3 May 2012, we announced our acquisition of the Ford ACH interior components plant in Saline, Michigan (USA). On 30 August 2012, we announced the acquisition of Plastal France (Plastal SAS), a supplier of plastic body parts for Smart branded vehicles (Daimler). We acquired the automotive business of Sora Composites and signed a partnership agreement with Mitsubishi Chemical to co-develop and produce bio-plastics for the automotive industry.

2013. Our Clean Mobility business group entered into a joint-venture agreement with Suzhou PowerGreen Emission System Solution Co. Ltd, to jointly manufacture clean mobility solutions in Shanghai. Our Interiors business group also entered into a joint-venture agreement with Chinese automaker Chang'an Automobile Group, one of China's largest automakers to produce and deliver automotive interior equipment to Ford and PSA Peugeot Citroën group for its DS premium range and also enters into a cooperation agreement with Magneti Marelli for the design, development and manufacture of advanced human-machine interface vehicle interior products. Our Seating business group entered into an agreement to establish a joint-venture with Thailand-based equipment manufacturer Summit Auto Seats to support Ford's growth strategy in Southeast Asia, especially in Thailand.

2014. Our Interiors business group entered into a joint-venture with Interval, a major French agricultural cooperative to develop the use of natural fibre-based materials for the automotive industry, and also entered into a joint-venture with the Japanese equipment supplier Howa for the production of interior systems for the Renault-Nissan-Mitsubishi group in Mexico.

2016. On 29 July 2016, we completed the sale of Automotive Exteriors to Compagnie Plastic Omnium for an enterprise value of €665 million. The sale of Automotive Exteriors represented an important step in balancing our business model as it enabled us to accelerate our investment in higher value-added technologies within our remaining 3 divisions and to rebalance our geographical and customer portfolio. For example, part of the proceeds from the sale of Automotive Exteriors were used for our investments in Parrot Automotive SAS, Amminex Emissions Technology A/S ("**Amminex**") and Coagent Electronics. On 6 December 2016, we announced that we had entered into exclusive talks with FCE Europe, one of the leaders in connectivity and infotainment solutions for the automotive industry, with the aim of developing applications and platforms for connected vehicles. On 13 December 2016, we announced that we had increased our stake in Danish company Amminex from 42% to 91.5% through a share purchase agreement.

2017. On 24 March 2017, we completed our strategic partnership with Parrot Automotive SAS (subsequently renamed FCE Europe) by taking a 20% stake and subscribing to a convertible bond allowing us to increase our stake to 50.01% from 1 January 2019. On 17 November 2017, we acquire a 50.1% stake in Coagent Electronics in order to develop HMI and in-vehicle-infotainment such as displays, voice recognition, radio and navigation and smartphone applications.

2018. In March, we completed our acquisition of Hug Engineering, a leader in gas purification systems for high horsepower engines. We also announce our investment in French start-up Enogia, a specialist for energy recovery. In April, we announced the opening of a new technology centre in Yokohama. In June, we signed a strategic partnership framework agreement with FAW Group to develop Cockpit of the Future technologies and Sustainable Mobility solutions. In October, we announced our full acquisition of FCE Europe. We also announced a new joint venture with Liuzhou Wuling, Faurecia Liuzhou Emissions Control Technologies. We also announced our acquisition of Clarion. In November 2018, we announced a strategic partnership with HELLA for the development of innovative interior lighting solutions. In December, we announced an investment in ESP Consulting, which uses cognitive science to optimise human well-being and performance in different situations.

2019. In February, we signed a partnership with Japan Display Inc. ("**JDI**") to enhance user experience inside the cockpit. In March, we signed a memorandum of understanding to create a joint venture with Michelin, a leader in sustainable mobility. The joint venture will incorporate each of Michelin's fuel cell related activities, including its subsidiary Symbio, with our fuel cell related activities with the aim of creating a world leader in hydrogen fuel cell systems. In April, we launched our fourth business group Electronics, originally based in Saitama, Japan. In April, we also announced the acquisition of a majority stake in the Swedish company Creo Dynamics, which provides innovative acoustics and Active Noise Control solutions. In April, we also announced the establishment of our first Clean Mobility manufacturing plant in Japan, located in Koriyama City, Fukushima Prefecture. In May, we announced an investment in GuardKnox, an Israeli automotive cybersecurity provider, to reinforce passenger safety and data security in the connected car and for new user experiences. In June, we announced the creation of a global centre of expertise for hydrogen storage systems at our research and development centre in Bavans, France. In July, we announced a collaboration with Microsoft to create connected and personalised services inside the Cockpit of the Future. In October, we announced the acquisition of the remaining 50% of our SAS joint venture with Continental, which completed in January 2020. In November, we announced the creation of a joint venture with Aptoide to develop and operate apps for the global automotive market. In December, we announced a partnership with Devialet to develop high-quality sound solutions for automakers.

2020. In January, we signed a cooperation framework agreement with Beijing Horizon Robotics to co-develop multi-modal perception artificial intelligence solutions and accelerate the commercialization of intelligent cockpit systems and advanced driver assistance systems for the Chinese market. We also acquired Ullit, a French manufacturer of high pressured tanks to reinforce our hydrogen ecosystem. In April, we entered into a new joint venture with Changchun Xuyang Industry (group) Co., Ltd ("**Xuyang group**") in relation to the production, assembly and sales of automotive display products, as well as relevant after-sales services for OEMs. In March, in response to the global spread of the Covid-19 pandemic that adversely impacted the automotive industry and the economy generally, we implemented an action plan to address the health and safety of our employees, manage our liquidity and infrastructure and limit the impact of decreased sales on our operating income. In May, we announced Schneider Electric as our preferred partner to support us in our commitment to reach CO_2 neutrality. In June we announced our investment in Moovency, a French start-up specializing in 3D skeleton tracking to reinforce risk assessment and workplace health in our plants. From July 2020, our joint venture with Aptiode will provide VW Latin America customers a connected user experience known as "VW Play". In July, we acquired a Canadian start-up, IRYStec Software to enhance user experience of cockpit display systems. We also announced a new joint venture with BAIC, one of China's largest automotive manufacturers, to provide complete seat assembly, seat frames, foams and headrests initially for BAIC Hyundai and other BAIC owned brands. This partnership will be created through our purchase of the 50% shareholding of Beijing BAI DAS Automotive System Co., Ltd. from DAS Corporation and is subject to obtaining regulatory approvals in China.

In September, despite the impact of Covid-19 on our H1 2020 sales, we saw our sales return to the same levels as in 2019, especially in Europe and North America, and the Group's sales increased in China compared to the same period in 2019. In October, we inaugurated our global centre of expertise for hydrogen storage and our partnership with Gaussin, a handling and transportation equipment and systems manufacturer, to equip a fleet of Gaussin's logistics and port vehicles with FORVIA's hydrogen storage system. In November, we announced that our greenhouse gas emissions reduction targets have been approved by the Science Based Targets initiative (SBTi). This is in line with our program to reach CO_2 neutrality. In December, Groupe Renault and our Electronics business group launched a partnership for multi-brand electronic repairs.

2021.

- In January we extended our collaboration with Microsoft to accelerate our transition to a fully cloud-based IT infrastructure.

- On 16 January 2021, Peugeot S.A. was merged into Fiat Chrysler Automobiles to form Stellantis N.V. As a result, Stellantis N.V. owned 39.34 per cent. of the capital stock and 38.91 per cent. of the voting rights in FORVIA. On 8 March 2021, the shareholders of Stellantis N.V. approved the distribution by it of up to 54,297,006 ordinary shares in FORVIA to Stellantis N.V.'s shareholders. The distribution by Stellantis N.V. of these shares took effect on 15 March 2021.

- On 29 October 2021, we finalised the sale of our Interior business group's acoustics and soft trim business to the Adler Pelzer Group ("**APG**"). APG is a worldwide leader in automotive acoustic and thermal components and systems. We believe the sale of this business will enable us to focus on our core product lines within Interiors where we have a leading market position. Our acoustics and soft trim business represented €385 million of sales in 2019 and employs approximately 1,820 employees in 8 plants and one R&D centre, all of which are based in Europe.

- In March 2021 we announced the construction of a new industry 4.0 platform in the Bourgogne-Franche-Comté region of France for a total cost of €165 million. Employing over 1,000 people in the long term, the new site will produce seats, innovative solutions for reducing vehicle emissions, and hydrogen storage systems. The new site will be equipped with the latest digital manufacturing technologies and will be a benchmark for CO_2 emissions reduction.

- In April 2021 we signed an exclusive advisory contract with Schneider Electric to procure offsite renewable electricity as part of its CO_2 neutral program. Under the agreement, we will benefit from Schneider Electric's support in the development and deployment of competitive processes for power purchase agreement sourcing to cover all FORVIA sites in Europe, North America, China and Brazil.

- In April 2021, we revealed disruptive innovations at the Shanghai Auto Show, designed for the needs of Chinese consumers enabling a safe, comfortable, and connected on-board experience. The Group also showcased ultra-low emissions technologies and zero emissions hydrogen solutions for passenger and commercial vehicles.

- In April 2021, we also successfully completed the final closing of its acquisition of CLD, one of the leading Chinese manufacturers of hydrogen tanks.

- In May 2021, we were awarded a contract by SAIC to provide hydrogen tanks for a large fleet of commercial vehicles.

- On 28 May 2021, we entered into an amendment and extension of our Syndicated Credit Agreement, which was initially signed in December 2014 and already amended in June 2016 and June 2018. The amended agreement increases the total amount of the credit line available thereunder, which is undrawn, from €1.2 to €1.5 billion, enabling the Group to reinforce its long-term financial resources and flexibility. The agreement also extends the maturity of the credit line to five years, from June 2023 to May 2026, with two one-year extension options until May 2028. It further improves the other terms and conditions of the credit line. The interest rate of the credit line will vary depending upon the reduction of FORVIA's CO_2 emissions between 2019 and 2025, by which time the Group aims at being CO_2

neutral for its Scope 1 and 2 GHG emissions (see "—*Sustainable Development—Ambition to be CO_2 neutral by 2030*").

- In June 2021, we acquired designLED. The Scotland-based company, specialised in advanced backlighting technologies, is expected to strengthen FORVIA's offer for display technologies and enrich its immersive experiences for the Cockpit of the Future.

- In June 2021, we also inaugurated a new industrial site in Togliatti, in the Samara region. The city will thus be home to both our largest site in Russia and our regional headquarters, building on the Group's six sites across the country and energizing its momentum for this dynamic market.

- In June 2021, we also announced the success of our first employee share ownership plan, as the subscription period ended on 25 June. More than 22% of employees across 15 countries expressed their wish to invest in Faurecia Employee Share Ownership ("**Faur'ESO**") 2021, marking a success for a first transaction.

- In July 2021, we announced the creation of our new Sustainable Materials division to develop and manufacture cutting-edge sustainable and smart materials. The division will work across our business groups to propose solutions for the development of low-CO_2, and even CO_2-negative, materials in order for us to better support OEMs in attaining their sustainability objectives. We are planning to build a dedicated Sustainable Materials R&D Centre and a pilot plant, both expected to be operational in 2022. This new entity is expected to initially employ 125 engineers and over 400 in 2030.

- In August 2021, we announced the HELLA Acquisition.

- In September 2021, we announced our acquisition of the intellectual property assets of uMist Ltd., a Swedish startup specialised in biomimetic spray technology, to accelerate our technology leadership for commercial vehicles ultra-low emissions.

- In September 2021, we also selected Swedish steel maker SSAB, to partner for fossil-free high strength steel for use in our Seating business group. We secured SSAB fossil-free steel to start equipping our seating structures from 2026 onwards.

- In September 2021, we also selected ENGIE, a world leader in low carbon energy and services, to become a partner and support our ambition to reach CO_2 neutrality for scopes 1 and 2 by 2025. Under this partnership, ENGIE will provide energy solutions to be deployed across 100+ of our sites worldwide, expected by mid-2022.

- In September 2021, we became a member of Entreprises pour l'Environnement ("EpE"). a French association bringing together more than 60 French and international companies from all business sectors, willing to better include the environment in their strategy and business decisions.

- In October 2021, we announced, together with Air Liquide, the signing of a joint development agreement to design and produce on-board liquid hydrogen storage systems for the automotive industry. Through this technology partnership, we aim to accelerate the deployment of zero-emission heavy-duty mobility.

2022.

- In January 2022 and April 2022, we announced partnerships with BMW Group and Mercedes-Benz group AG, respectively, to integrate the Faurecia Aptoide app store, which will provide access to a variety of applications, such as navigation, music on demand, audio books, video streaming, games, weather, electric vehicle charging and parking, into their respective premium car platforms.

- In January 2022, we announced the closing of the HELLA Acquisition and in February 2022 we launched Forvia, our new name combining Faurecia and HELLA.

- In February 2022, we committed to set science-based targets to reach net-zero global emissions by no later than 2050, continuing our focus on the environment and climate change, and in May 2022, we achieved a milestone in our roadmap to become CO_2 neutral for our industrial operations (scopes 1 and 2) by 2025 by signing power purchase agreements with ENGIE and EDP to equip over 150 sites in 22 countries with solar panels. See "—*Sustainable Development—Ambition to be CO_2 neutral for Controlled Emissions by 2030*".

- In May 2022, we signed a Cooperation and Research Agreement with Veolia to jointly develop innovative compounds for automotive interior modules, aiming to achieve an average of 30% of recycled content by 2025.

- In March, April and June, 2022, respectively, we expanded our efforts to develop hydrogen mobility solutions by (i) partnering with MAN on a project to equip a Bavarian fleet (*Bayern flotte*) of heavy-duty trucks with complete hydrogen storage systems, as part of a state-supported fuel cell research project; (ii) being selected by the California Energy Commission, alongside Symbio, Michelin, GTI and other industry partners, to develop and demonstrate the performance of a hydrogen-fueled, regional-haul Class 8 truck as part of a state-supported hydrogen mobility project; and (iii) collaborating with Air Flow on a contract to supply high-capacity hydrogen storage containers for refilling stations.

2023.

- At our General Meeting on 30 May 2023, we changed our company name from Faurecia to FORVIA. This new name marks a new stage in the creation of the group combining Faurecia and HELLA and aims to strengthen the reputation and attractiveness of the FORVIA brand within its ecosystem.

- In 2023, FORVIA completed the €1 billion asset disposal program announced and started in 2022 intended to accelerate the Group's debt reduction following the acquisition of a majority interest in HELLA, completed in early February 2022. This program, completed in less than15 months, includes:
  - approximately 40% of transactions relating to non-consolidated joint ventures:
    - sale by HELLA of its 33% interest in HBPO to its co-shareholder Plastic Omnium (completed in 2022);
    - acquisition by Stellantis of an interest in Symbio, a company previously 50/50 owned with Michelin and now equally owned by the three companies (finalised in the third quarter of 2023);
  - approximately 60% of transactions resulting from the sale of consolidated non-strategic assets to players in the automotive industry:
    - sale of the Interiors business in India to TAFE (finalised in 2022);
    - sale of the SAS Cockpit Modules division to the Motherson group (finalised in the third quarter of 2023); and
    - sale of the commercial vehicle exhaust business in EMEA and the Americas to Cummins (completed in the fourth quarter of 2023).

- In October 2023, FORVIA announced the launch of a new €1 billion disposal program. The first step of this new program was the sale by HELLA of its 50% interest in BHTC, co-owned with MAHLE, for a value of €600 million (i.e. €300 million for each of the two shareholders), with the completion scheduled for the first half of 2024.

- FORVIA stepped up its decarbonization efforts by signing a ten-year supply contract with Renewable Power Capital. The agreement allows for 70% of FORVIA's European consumption to be provided by purchasing renewable electricity from the Klevberget onshore wind farm in Sweden, thus contributing to FORVIA's net zero target approved by SBTi.

- The Group has also made further progress in its objective of reducing CO emissions in its supply chain (Scope 3):
  - MATERI'ACT, an entity of the Interiors business, inaugurated its world-class R&D centre in Villeurbanne (Auvergne-Rhône-Alpes region) to develop the materials of tomorrow with the objective of reducing their carbon footprint by 85% by 2030, with the development of plastics made from 70% recycled materials;
  - the Group has started a partnership with the Nordic company SSAB to develop seats incorporating 90% decarbonised steel structures, with series integration planned for 2026.
- 2023 was also marked by major advances in the field of hydrogen:
  - the Group has launched the mass production of Type IV hydrogen tanks from the Allenjoie plant (Bourgogne-Franche Comté region), aiming to produce 100,000 tanks per year, intended to supply the hydrogen distribution and storage market for the automotive industry in Europe. This plant obtained "BREAM Excellent" certification, a first in France symbolizing the reduction in energy consumption and serving as a model for the Group's global production standards;
  - in July, FORVIA and Michelin sold part of their interest in Symbio to Stellantis, helping to strengthen the resources and growth prospects of the hydrogen fuel cell specialist. In December, Symbio inaugurated SymphonHy, the largest fuel cell manufacturing plant in Europe, in Saint Fons (Auvergne-Rhône-Alpes region). This "BREAM Very Good" certified plant employs more than 450 engineers and plans to deploy an annual production capacity of 50,000 batteries by 2026;
  - lastly, the Group won its two first Type IV hydrogen tank programs for medium-duty commercial vehicles in North America, confirming its status as an international player.

Our Industry

We operate within the global automotive equipment sector and our business growth is dependent on the trends in the global automotive market. Consumer expectations and societal changes are the two main drivers of change within such market. Regulatory change, which mirrors societal change, aims to reduce the impact of vehicles on the environment across all major automotive markets. The globalization of the automotive markets and the swift change in consumption patterns and tools, particularly in the field of electronics, have prompted automakers to look for new solutions enabling them to offer diverse, customizable and financially attractive products.

From early 2010 to 2017, our markets experienced substantial growth, fuelled by a rebound of sales in Europe and North America, as well as robust growth in China and other emerging markets. However, from 2017 to 2019, worldwide automotive production decreased by approximately 3.5% per year on the back of global trade tensions, high raw material prices and softer demand notably from China. In 2020, the Covid-19 outbreak significantly disrupted worldwide automotive production which dropped by 17.2% year-on-year. Over 2021 and 2022, automotive production recovery was curtailed by the shortage of semi-conductors. Worldwide automotive production still increased by 5.2% per year from 2020 to 2022, supported by strong dynamics in Asia (+7.8% per year), South America (+12.1% per year) and to a lesser extent North America (+4.8% per year) while automotive production decreased in Europe (-2.5% per year) as carmakers prioritised their most profitable regions and products during the phase of supply constraints in 2021 and 2022, leaving Europe behind in the production recovery seen at global level.

2023 marked the progressive normalization of the semi-conductor supply shortage and benefitted from robust global demand. Worldwide light vehicle production reached 90.3 million units, which represents an increase of 9.7% from 2022 to 2023. The 2023 production level exceeded the production level reached in 2019 (pre-Covid level) of approximately 89 million units, but with a different regional mix. In 2023, China represented 32% of the world's production level (compared to 27% in 2019) and Europe represented 20% (compared to. 24% in 2019).

Reducing fuel consumption, an increasingly compelling requirement

Since 2009, European Union legislation has set mandatory emission targets for new cars and, since 2011, for new vans. From 2021, phased in from 2020, the EU fleet-wide average emission target for new cars will be 95g CO_2/km, in contrast with the goal of 180g CO_2/km which was in force ten years ago. The next requirement will be a reduction from the 2021 baseline of 15% for both cars and vans to around 80g CO_2/km from 2025 onwards and then 37.5% for cars and 31% for vans from 2030 onwards. In China, the government has set a target of 95g CO_2/km for passenger vehicles by 2025, followed by 75g CO_2/km. These objectives will require breakthroughs in design and materials. We are already active in the various areas that help reduce vehicle weight by offering new products and new designs applicable to existing products, optimised design, and are working to develop alternative materials and new manufacturing processes. As a world leader in clean technologies, we are committed to offering innovative solutions in zero and ultra-low emission mobility and the reduction of emissions from all types of vehicles.

Environmental performance

Emissions of all combustion-related pollutants are subject to standards that are converging towards a drastic reduction. Reducing fuel consumption results in increased levels of pressure and higher temperatures in combustion chambers, which are damaging to the environment in terms of emissions of gas, pollutants and particulates. Direct fuel injection, increasingly widespread in gasoline engines, generates particulates that may require treatment in the exhaust system. We have been supplying particulate filters for gasoline engines since 2014, when we were the first company to introduce them as standard equipment in the market. The new Euro 6c emission standards have made it mandatory for all vehicles produced after 1 September 2018 with gasoline engines to have particulate filters installed, as has been the case for diesel engines since 2011.

We are able to develop exhaust systems integrating the most efficient pollutant and particulate treatment technologies as a result of our experience in all aspects of the design and production of exhaust systems. In 2018, we offered an innovative solution to an important General Motors program to save fuel and reduce CO_2 emissions. Called “Resonance Free Pipe™” (RFP™), this innovation reduces the weight and the architectural complexity of exhaust by eliminating resonance. In 2019, we received Automotive News magazine’s 2019 PACE award for this innovation. In 2018, we further strengthened our technological offerings for clean mobility with our acquisition of Hug Engineering, a leader in whole systems for exhaust gas purification of extremely high-powered engines. In 2020, stringent regulations were implemented in all regions both for stationary and marine applications. In order to adapt to stricter emission regulations and to improve air quality, we developed “Electric Heated Catalyst” technology that will enable the emission control system in vehicles to reach its maximum efficiency at a faster pace.

As stringent emissions regulations continue to come into force around the world, and as the demand for electrified vehicles continues to grow, we have made hydrogen mobility a strategic priority. We are at the heart of a growing ecosystem of partners supporting the industrialization and adoption of hydrogen mobility at scale. We have a clear roadmap to develop hydrogen solutions for vehicles ranging from passenger cars to commercial vehicles, and aim to support different use cases, logistical constraints and industries over the coming decade. We also cover 75% of the hydrogen powertrain with hydrogen storage systems, as well as fuel cell stack systems through Symbio, our joint venture with Michelin. We are striving to become a world leader in hydrogen mobility and targeting €3.5 billion in sales by 2030.

In addition, we aim to work alongside leading OEMs to provide hydrogen mobility solutions to a variety of industries. Production of these hydrogen mobility solutions began in 2021 and are planned to continue for Hyundai (X-Cient), Stellantis (vans Peugeot e-Expert, Citroen Jumpy, Opel e-vivaro), Hyvia (Renault), Gaussin and SAIC. By 2050, we aim to be CO_2 neutral for total emissions, taking into account emissions produced during the use phase of our products.

Sustainable development and use of raw materials

Materials are increasingly chosen and designed to satisfy regulatory constraints and societal expectations. Depending on the engine type and driving cycle, decreasing the average vehicle’s total mass by 100kg reduces CO_2 emissions by approximately 8-10g per kilometre driven. Our products can represent up to 20% of a vehicles' total weight. This makes us a major contributor to the reduction of vehicle weight as a means of cutting fuel consumption, limiting emissions of greenhouse gases and reducing the use of raw materials in vehicle production.

From 2015, the European Commission imposed stricter requirements where the recyclability of synthetic materials such as plastics and, in the longer term, composite materials is one of the key features of the vehicle of the future. We offer bio-sourced natural fibres, including hemp and vegetable fibres, which make it possible to attain high performance in reducing environmental impact: the proportion of natural fibres in plastics is renewable and the sustainability of plastics as well as the lesser weight of products allow for responsible consumption and use of these materials. The environmental impact of this innovation was assessed according to ISO 14040 and ISO 14044 international standards. Natural hemp fibres used by us also reduce environmental impact as the natural fibres in plastics are renewable and the lesser weight of products allows for responsible consumption and use of these materials. Plastic materials strengthened with hemp are recognised as compatible with industrial recycling processes already in place.

We are currently developing the NFPP family, a new range of interiors components for compression technology. These materials enable up to 50% weight reduction and are expected to reduce CO_2 emissions by 50% as well. We believe this new product line will assist in accelerating development of bio-sourced and recyclable materials providing significant weight, energy and CO_2 emission reduction.

We are already making a contribution having patented three technologies utilizing biomaterials. Lignolight technology, using compressed fibres for between 50% and 90% of the resin, applied to door panels, improves density by 40% compared with traditional components. NAFILean™ technology (Natural Fibre Injection), which combines natural hemp fibres with polypropylene resin, reduces weight by 25% compared with talc-loaded polypropylene. To date, more than 17 vehicles are equipped with NAFILean™ technology. NAFILite™, a project we developed together with a major French agricultural cooperative, Interval, which combines NAFILean™ material and an injection (foaming process) can further reduce weight by 10%. NAFILite™ received a sustainability award at the JEC World 2017 Innovation Awards.

In order to grow and manufacture lighter and cleaner vehicles, we take environmental factors into account at all stages of the product life cycle, from product design to the environmental impact of our plants, from supplier collaboration to product end-of-life. We have gradually put in place a management system that allows us to be particularly responsive to new restrictions and to set up an alternative project if necessary. Our management system includes an investigation phase to collect reports from our suppliers, notably in the context of the new EU regulatory framework for the Registration, Evaluation, Authorization and Restriction of Chemicals ("**REACH**") regulation, and setting up an alternative project if necessary).

Competition

We estimate that we are a world leading automotive technology suppliers in the world. We estimate that we are the world's seventh largest automotive supplier in terms of worldwide sales with leading positions in each of three of our six business groups (Clean Mobility, Seating and Interiors). We have benefited from the significant consolidation in our markets and have been able to acquire significant new technologies, markets and product lines. Our main competitors for these specific business groups are:

Seating: Adient, Lear Corp and Magna International Inc.

Interiors: Yanfeng Automotive Interiors ("**YFAI**"), Grupo Antolin, IAC (International Automotive Components) and Motherson.

Clean Mobility: Tenneco, Eberspächer, Boysen and Magneti Marelli.

The list above does not include "captive" Keiretsu / Chaebol competitors closely linked to carmakers, such as Toyota Boshoku, Sitech, Mobis, Sango, Futaba, Yutaka or Sejong.

Electronics: Bosch, Harman, Panasonic and Continental.

Lighting: Valeo, Marelli, Koito, Stanley.

Lifecycle Solutions: Marelli, Valeo, TYC, Cobo, Grote, ZKW.

Manufacturing

With over 257 industrial sites, 78 R&D centres with more than 15,000 R&D engineers across more than 40 countries, FORVIA can support automakers with on- the-ground services, especially in high-growth emerging markets. Focusing on innovation, project- engineering and production, we play a leading role in shaping the automotive industry around the world.

Around two thirds of our plants producing components are specifically located near our customers' plants in order to streamline industrial and supply chain costs. Around a third of our sites use a just-in-time business model, meaning that rather than stock-piling raw materials and finished products, components are produced based on the specifications communicated by the customer on the day of production. Located near automakers' assembly lines or even set up within their actual industrial parks, these sites are capable of delivering to our customers' production lines in less than three hours. For this reason, much of our property, plant and equipment is specifically dedicated to particular client programs and utilization rates are dependent on the activity level of the customers.

Most of our property, plants and equipment is comprised of machinery, specific tooling and new plants in the process of construction, as well as land and buildings involved in our production processes. The level of automation in our manufacturing plants will depend on the local context and customers' needs; however, none of our plants are 100% automated and the skills of our employees is a key factor of our quality level. Across our sites, we deploy automated guided vehicles, data analysis, and 3D simulations to optimize operations. In 2023, more than 90 digital model plants were utilizing the latest digitalized tools and processes, and over 30 more are planned for 2024. Innovative approaches are tested in benchmark model plants before wider implementation. We are also exploring GenAI, with pilots launching in selected plants in 2024.

Worldwide automotive production was strong in 2023 with a global production of 90.3 million light vehicles, corresponding to a 9.7% growth year on year. The market was supported by a robust global demand and the progressive normalization of semi-conductors supply. The 2023 level exceeded the approximately 89 million light vehicle production reached in 2019 (pre-Covid level), but with a different regional mix: in 2023, China represented 32% of worldwide light vehicle production (compared to 27% in 2019) and Europe represented 20% (compared to 24% in 2019). S&P forecasts in February 2024 estimate that worldwide automotive production will reach 90.0 million vehicles for the year ending December 2024.

Suppliers

We use a large number of suppliers based in different countries for our raw materials and basic parts. For the year ended 31 December 2023, we made total purchases (direct and indirect, excluding monoliths catalytic converters) of more than €20 billion from approximately 25,000 suppliers. Since 2017, we have been working with our partner, EcoVadis, to carry out an in-depth assessment of our suppliers focusing on their ethical, social, and environmental practices. As at 31 December 2023, 84% of direct purchasing volume was assessed for CSR performance by Eco Vadis.

Quality

We manage product quality from the new order acquisition phase to manufacturing in our plants. The Group quality control department is responsible for quality management at all stages of the process. It is present at all levels of organization from the multidisciplinary team developing new programs or the production plant up to the Group's management structure.

In 2018, we initiated our Total Customer Satisfaction program. This program aims at getting a global picture of our customer satisfaction both in term of performance and perception of the overall value chain: from order taking to production start. Beyond those quality measures, customer feedback is now collected instantly and in a transparent way through a dedicated digital application. The FORVIA Excellence System ("**FES**") is defining how production and operations are being organised. It has been built to improve quality, cost, delivery and security on a continuous basis, based on a common framework for all plants around the world, guaranteeing the best possible operational performance. The FES, renamed "FES X.0", was updated in 2018 to make it more pragmatic and accessible to employees as well as to accelerate digitization. FES X.0 is being deployed during 2019 and will be an important contributor to our Total Customer Satisfaction program and our financial performance.

We have developed a Quick Response Continuous Improvement ("**QRCI**") approach to analyse the frequency of work-related accidents to measure the effectiveness of actions carried out in the relevant area. After each accident, a QRCI analysis is performed using a problem-solving method based on best practices in terms of solving quality problems to ensure that the primary causes of the accident are understood, that corrective actions have been effective and that preventative measures are implemented and shared across the various sites.

Our major customers acknowledge that we offer one of the highest levels of quality worldwide, as evidenced by numerous awards received from customers each year. Detailed monitoring of specific performance with each customer has been introduced in order to ensure that corrective measures are taken immediately to address any quality issues at a given plant. Reducing quality performance differentials between sites remains an overriding goal as demonstrated by our Plant Ranking initiative, launched in 2018, which is designed to promote comparative analysis between production sites.

Research and Development

Consumer expectations and societal changes are the two main drivers of change within the market. Regulatory change, which mirrors societal change, aims to reduce the impact of cars and commercial vehicles on the environment across all major automotive markets. The globalization of the automotive markets and swift change in consumption patterns and tools, particularly in the field of electronics, have prompted automakers to look for new solutions enabling them to offer diverse, customizable and financially attractive product ranges.

Gross R&D expenses accounted for €2,197.5 million of total expenses in the year ended 31 December 2023, representing 8.1% of our sales. We filed 1,283 patents in 2023 compared to 1,502 in 2022.

We focus our innovation efforts on "Sustainable Mobility", our development of products and processes which reduce CO_2 emissions, improve air quality, weight reduction, size reduction, energy recovery and the development of bio-sourced and renewable materials and "Cockpit of the Future", our development of products and technology for vehicle seating and interiors which is aligned with the increasing connectedness and autonomy of vehicles which we believe will radically alter the driving experience and lead to the "Cockpit of the Future", with substantially redesigned and enhanced vehicle seating and interiors. We are pioneering technological development in the "Cockpit of the Future" which will provide users with versatile architecture, advanced safety, health and wellbeing, personalised comfort, connectivity, infotainment and intuitive HMI systems. We are focusing our product development on higher value, innovative products with a high technology content.

Product process and design

Product process and design are central to the activity of our engineering teams. We develop our own rules and design standards. This guarantees both a high level of robustness and a competitive advantage. We expect this process of standardization to help us reduce our existing level of capital expenditure by allowing us to manufacture different types of vehicles for several automakers, using the same production process and the same plants.

We commit a lot of efforts and incur significant expenses to improve our production processes, in particular in order to ensure that our productivity and production efficiency continues to increase. Our customers often require that we share with them our productivity gains by agreeing to some potential price reduction to reflect any improvement in productivity based on certain volume of production assumptions for each particular program. These approaches have allowed us to develop lighter products than our competitors.

The industrial chair of automotive mechatronics with Centrale Nantes (France) and of processing methods for metal materials with the Technische Universität Dortmund (TUD, Germany) are part of this process. Since 2012, we have made particular efforts to enhance our expertise in mechatronics, with the creation of an electronics laboratory in Brières (France) and an industrial chair of automotive mechatronics with Centrale-Supelec (France).

Intellectual Property

Technological development and innovation are among our priorities. In order to protect our new and existing products, proprietary know-how and production processes, we manage a large intellectual property rights portfolio including patents, designs and trademarks relating to our business in France and other countries. In particular, we filed 1,283 new patent applications and 564 territorial extensions in 2023. Overall, we have more than 13,400 patents in our patent portfolio as of 31 December 2023. These patents relate to products, materials, and manufacturing processes, demonstrating the efforts made by us to optimise the entire product value chain and to sustain a competitive advantage.

While our patent portfolio and other intellectual property rights including trademarks and designs are of material importance to our business, we do not consider any one patent or group of patents that relates to any particular product or process as being of material importance in relation to the products we supply to any client or, for that matter, to our business as a whole. We are not currently engaged in any material intellectual property litigation, nor do we know of any material intellectual property claims outstanding.

Recycling

We incorporate recyclability in our eco-design approach by anticipating the end-of-life phase and optimizing production waste recovery. The European Directive 2000/53/EC of 18 September 2000 on end-of-life vehicles stipulates that vehicles must be 95% recoverable by weight, of which 85% must be actually reusable or recyclable, by 1 January 2015. Given the general increase of regulatory requirements from an environmental perspective, automakers are placing ever-greater demands on their suppliers in terms of end-of-life product recyclability.

All of our businesses are affected by these regulatory requirements and, depending on the characteristics of the component in question, have implemented plans and solutions to ensure that end-of-life products are processed as efficiently as possible in the future.

We are committed to a process of forecasting the life-cycle of a product and the recoverability of a product at the end of its life-cycle. Selective trials overseen by us comprise the first phase of a comprehensive approach by the automotive sector in partnership with industrial firms, academic institutions and automotive industry related, groups to forecast volumes of materials available for recycling in the future.

Interiors, after performing tests on the recycling and recovery of products, has begun similar operations after disassembling vehicles. Industrial-scale recyclability studies and tests have been undertaken with certain car-disassembling plants, both on existing products and materials being developed, including agro-composites. For example, the NAFCORECY (NAtural Fibre COmposites RECYcling) project was able to demonstrate, with the help of European companies specialised in recycling, that parts made of NAFILean (polypropylene with natural fibres) can be processed with post-disassembling technologies for vehicles or recycling technologies used for industrial waste.

Insurance

Our system for safeguarding assets is based on on-going adaptation of a strong risk prevention policy as well as our strategy of transferring our principal risks to the insurance market.

FORVIA has worldwide insurance programs effective in each country in accordance with local legislation and good local standards for an appropriate coverage throughout the world.

All Group legal entities and assets are insured by first-rate insurance companies for all major risks that could have a financial and/or a material impact. Below a focus on FORVIA's main risks insurance programs (non-exhaustive list):

- Property damage and business interruption covers insured events related risks such as fire, explosion, as well as natural disaster such as wind, floods and earthquakes. Property is insured on the basis of the replacement cost of buildings, equipment and inventories. Business interruption covers the basis of loss of gross margin loss of profits following an event insured under property damage coverage or specific extensions such as supplier deficiencies.

- Liability insurance covers financial consequences of the liability which may result from bodily injury, property damage, and financial loss caused to third parties including customers, as a result of our business/activities. This insurance program includes coverage for any damage caused by our products, including financial consequences of product recall campaigns.
- Cyber insurance covers financial consequences in the event of information system and personal data breach.
- Cargo insurance protects our businesses from financial losses resulting from the damage, loss or theft during goods and equipment transportation and associated business interruption following transportation incidents.

FORVIA's insurance programs are designed, though the insurance and re-insurance markets as well as auto-insurance mechanism such as a reinsurance captive to best protect the Group's exposures.

Employees

As at 31 December 2023, we employed approximately 153,462 people (including temporary workers). Our total number of permanent employees increased by 834, or 0.7%, to 125,630 as at 31 December 2023, compared to 152,399 as at 31 December 2022.

The following table shows our permanent employees by function as of 31 December of the year indicated below:

	2023	2022*	% Change
Operators and workers	72,296	71,968	0.4
Technicians, foremen and administrative staff	13,159	13,822	(4.8)
Executives	40,209	39,006	3.1
Total	125,630	124,796	0.7

* Reflects the disposal of FORVIA's SAS Cockpit Modules division.

The proportion of employees employed under open-ended contracts (as opposed to employees on fixed term contracts) remained stable from 92.6% in 2022 to 92.6% in 2023.

In addition to our 125,630 registered employees, we employed 27,832 total temporary employees throughout all of our sites in 2023. The proportion of temporary staff remained stable from 18.1% in 2022 to 18.1% in 2023.

Our employees benefit from employee saving plans and other incentive-based pay depending on their level and the country in which they work. In 2010 we implemented a share grant plan for executives of our Group companies, with grants thereunder conditioned on continued service and performance. In 2021, we implemented a long term share grant plan (an Executive Super Performance Initiative or "**ESPI**") for the members of our Group's Executive Committee, with grants thereunder vesting in five years, without a subsequent minimum retention period, capped at 300% of the annual fixed compensation and conditioned on continued service and performance. Executive performance for the purposes of the ESPI is measured based on Total Shareholder Return ("**TSR**") for our Group compared to a peer group. The amount recognised for the period for all these plans is an expense of €16.4 million in the year 2023, compared to €16.4 million in 2022.

Litigation

There are no other claims or litigation in progress or pending that are likely to have a material impact on the Group's consolidated financial position.

MANAGEMENT

We are a public limited liability company (*société européenne*) with a Board of Directors. The business address of our Board of Directors is 23-27 Avenue des Champs Pierreux, 92000 Nanterre, France.

Our Board of Directors determines our overall business, financial and economic strategies and oversees their implementation. Subject to the powers expressly granted to shareholders meetings and subject to our by-laws, the Board of Directors handles all our matters. The Board of Directors is consulted with respect to all of our strategic decisions at the initiative of our Chairman.

Our day-to-day activities are overseen by an Executive Committee. Our Executive Committee meets once a month to review the principal questions relating to our general organization. The Executive Committee discusses and prepares guidelines on major operations-related issues concerning us and our subsidiaries, which are then implemented by each of the Executive Committee's members in line with their functions.

Board of Directors

According to our Articles of Association, our Board of Directors must be composed of at least three members and no more than fifteen (excluding board members representing employees). The term of office has been four years since the Annual General Meeting of 27 May 2015. The Board of Directors currently consists of fourteen members, out of which two represent the employees and nine of which are independent.

Members of the Board of Directors

The Board of Directors currently consists of fourteen members, nine of whom are independent directors under French corporate governance guidelines issued by the *Association Française des Entreprises Privées / Mouvement des Entreprises de France* (the "**Corporate Governance Code**"): Michel de Rosen (Chairman), Judith Curran, Odile Desforges, Penelope Herscher, Valérie Landon, Jean-Bernard Lévy, Denis Mercier, Michael Bolle and Esther Gaide.

Michel de Rosen has been our Chairman since 30 May 2017 and Patrick Koller has been our Chief Executive Officer since 1 July 2016.

Name	Position	Initially Appointed	Date of Reappointment
Mr. Michel de Rosen	Chairman	27 May 2016	26 June 2020
Mr. Patrick Koller	CEO	30 May 2017	31 May 2021
Ms. Odile Desforges	Director	27 May 2016	26 June 2020
Ms. Penelope Herscher	Director	30 May 2017	31 May 2021
Ms. Valérie Landon	Director	12 October 2017	31 May 2021
Mr. Jean-Bernard Lévy	Director	19 February 2021	—
Mr. Denis Mercier	Director	28 May 2019	30 May 2023
Ms. Esther Gaide	Director	30 May 2023	—
Mr. Michael Bolle	Director	30 May 2023	—
Peugeot 1810, represented by Mr. Robert Peugeot	Director	31 May 2021	—
Mr. Daniel Bernardino, representing employees	Director	1 November 2017	1 November 2021
Mr. Emmanuel Pioche, representing employees	Director	1 November 2017	1 November 2021
Ms. Judith Curran	Director	18 February 2022	—
Nicolas Peter	Director	19 October 2023	—

The members of the Board of Directors bring together a range of quality managerial, industrial and financial skills. Our directors come from a broad spectrum of professional backgrounds, including not only the automotive industry but also various other business sectors. They enhance the work and discussions of the Board of Directors and its committees through their diverse capabilities and the expert input they can give both from an international perspective as well as in terms of their specific experience in finance, manufacturing and management. They act in the best interests of all shareholders and are fully involved in defining our corporate strategy so that they can actively contribute to and support the decisions of the Board of Directors.

We have two employee-elected directors and no observer. Each member of the Board of Directors must hold at least 500 shares in our company throughout his or her term of office. However, Board members who do not receive compensation from the Company for his/her duties, shall only hold 20 shares provided for in the by-laws and that Board members representing the employees have no obligation to hold a minimum number of shares. There are no family relationships between members of the Board of Directors or corporate officers.

Changes to the Board of Directors

At its meeting held on 14 December 2023, the Board of Directors decided to propose, for approval at the 2024 Annual Shareholders' Meeting, the renewal of the following Board Members, each of whose current terms expire in 2024:

- Judy Curran, Independent Board Member;
- Jean-Bernard Lévy, Independent Board Member; and
- Michel de Rosen, Independent Board Member.

If approved by FORVIA's shareholders, each renewal would be effective from the date of the 2024 Annual Shareholders' Meeting and continue for a four-year term expiring at the Annual Shareholders' Meeting held in 2028.

In 2024, the Annual General Meeting will be held at FORVIA SE's headquarters on May 30, at 10 a.m.

Responsibilities of the Board of Directors

The rules of procedure of the Board of Directors, which can be consulted by shareholders at the Company's head office or on our website, www.FORVIA.com, detail the mission of the Board of Directors and its committees. Such rules describe the Board's *modus operandi* (including provision of information to its members) and its role in our management and our compliance with the law and our Articles of Association.

They specify the rights and responsibilities of members of our Board of Directors, particularly regarding the prevention of conflicts of interest, the holding of multiple offices, and the need for strict confidentiality in deliberations as well as diligence in taking part in the work of the Board of Directors. They also mention the rules governing transactions in our shares, which are detailed in the Code of Good Conduct with respect to the management of inside information and to securities transactions.

The Board of Directors is free to decide how to exercise their oversight. This can be performed, under its responsibility, either by the Chairman of the Board of Directors himself or by another person appointed by the Board of Directors and bearing the title of Chief Executive Officer.

Since 1 July 2016, the positions of our Chairman and Chief Executive Officer have been separate.

Permanent Committees of the Board of Directors

The Audit Committee

The Audit Committee has the primary role of reviewing the approval process for the corporate and consolidated financial statements as well as the process of preparing financial information. It ensures the relations with the statutory auditors of which it handles the selection process and checks the independence and follows internal control and risks management processes. It also reviews the budget, its execution and, more generally, the Group's financial situation.

The Audit Committee consists of six members with financial or accounting experience and expertise (including 5 independent directors): Judy Curran, Odile Desforges (Chairwoman), Esther Gaide, Valérie Landon, Nicolas Peter and Emmanuel Pioche (employees representative).

Governance, Nominations and Sustainability Committee

The Governance, Nominations and Sustainability Committee (formerly, Governance and Nominations Committee) is tasked with the role of dealing with issues relating to the composition and operation of the Board of Directors and its Committees. More generally, the Committee assesses the Company's governance structure and, in this context, the exercise conditions of the Company's management and, where appropriate, makes recommendations in this regard. It also makes any necessary opinion in relation to the Board's Committees. Moreover, the Committee handles the selection and succession process for the Chair of the Board, the members of the general management and the Board members. It conducts the governance's assessment process (assessment of Board and Committees' work, examination of Board members' independence) and it annually reviews the selection and succession plans of the members of the Executive Committee. The Committee is also in charge of assessing the policy followed by the Company in ethics and compliance as regards good governance practice and reviewing social and environmental responsibility matters.

The Governance, Nominations and Sustainability Committee consists of four members (including three independent directors): Michel de Rosen, Penelope Herscher, Jean-Bernard Lévy (Chairman) and Robert Peugeot (permanent representative of Peugeot 1810, Board member).

Compensation Committee

The Compensation Committee is tasked with the role of dealing with issues relating to the compensation of the Chair of the Board, members of the general management and Board members. More generally, the Committee deals with issues associated with long term incentive plans policy. It is also informed of the performance and the compensation of the Executive Committee and also reviews the evolution of the compensation policy applicable to the Group main managers (Executive Committee, Group Leadership Committee).

The Compensation Committee consists of three members (including two independent directors): Denis Mercier (Chairman), Daniel Bernardino (employees representative) and Michael Bolle.

Conflicts of Interest

As provided for in the Board of Directors' internal regulations, each director must disclose to the Board any conflicts of interest (including any potential conflicts of interest) relating to issues on the agendas of Board meetings, and must refrain from taking part in the vote on the matters in question and must not attend Board meetings during the period of conflict of interests. The Company monitors carefully any situation likely to give rise to a potential conflict of interest. Each year, the Company notably provides its Board members with a detailed questionnaire allowing them to obtain the information required and thus make the necessary declarations.

An *ad hoc* committee can be put in place by the Board of Directors to deal with certain specific topics. In accordance with best governance practice, an *ad hoc* committee was notably established by the Board of Directors in the context of the distribution of the Company's shares by Stellantis to its shareholders. In 2022, on the proposal of the Governance, Nominations and Sustainability Committee, the Board of Directors decided to set up an *ad hoc* (temporary) Committee in charge of the succession plan for the Chairman of the Board of Directors.

The Board of Directors strengthened its rules relating to conflicts of interest by adopting a procedure regarding the use of inside information. This procedure provides that no transactions may be carried out involving our shares until the related information has been made public. Directors and certain categories of personnel, who are all included in a regularly updated list, must disclose any trades they carry out in our shares to the Company which then informs the market.

Executive Committee

Under the responsibility of the Chief Executive Officer ("**CEO**"), our Executive Committee is comprised of the CEO and 13 Executive Vice-Presidents of the Group's international business groups and support functions. Our executive management meets every month to review our results and consider general matters concerning our Group. Its members are as follows:

Name	Position	Joined the Company
Mr. Patrick Koller	Chief Executive Officer	2006
Ms. Victoria Chanial	Executive Vice-President, Group Communications	2021
Mr. Olivier Durand.................	Executive Vice-President, Group Chief Financial Officer	2017
Mr. Nik Endrud	Executive Vice-President, North America	2006
Ms. Jill Greene	Executive Vice-President, Group General Counsel & Board Secretary	2023
Mr. Olivier Lefebvre	Executive Vice-President, FORVIA Industrial Operations & FORVIA Clean Mobility	2006
Mr. Ma Chuan	Executive Vice-President, China	2009
Mr. Jean-Paul Michel	Executive Vice-President, FORVIA Interiors	2018
Mr. Christopher Mokwa	Executive Vice-President, Group Strategy & Digital Transformation	2022*
Mr. Thorsten Muschal	Executive Vice-President, Sales & Program Management	1992
Mr. Christophe Schmitt	Executive Vice-President, FORVIA Seating	1977
Mr. Jean-Pierre Sounillac	Executive Vice-President, Human Resources	2001
Mr. François Tardif	Executive Vice-President, Asia Business Region & Faurecia Clarion Electronics	2012

* *previously employed at HELLA.*

Senior Management

Please see note 3.2.2. (*Group Leadership Committee*) of our 2023 Universal Registration Document for more information on our senior management.

Compensation of the Board of Directors and the Executive Committee

Please see note 3.3 (*Compensation of corporate officers*) of our 2023 Universal Registration Document for more information on Board of Directors and the Executive Committee compensation.

PRINCIPAL SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

Principal Shareholders

As at 31 December 2023, our share capital amounted to €1,379,625,380 divided into 197,089,340 fully paid-up shares with a par value of €7, all in the same class. As of 31 December 2023, the total number of double voting rights represents less than 7% of the total number of voting rights as of 31 December 2023.

The HELLA Family Pool is collectively our largest shareholder with approximately 9% of our share capital.

Our ownership structure and voting rights as at 31 December 2023 were as follows:

Shareholder	Shares Owned	% shares outstanding	% voting rights
Major shareholders[(1)]			
HELLA Family Pool	17,959,574	9.11	8.87
Franklin Resources, Inc.[(2)]	15,859,175	8.05	7.51
Exor	9,948,904	5.05	4.71
Peugeot 1810	6,110,494	3.10	5.12
Bpifrance Participations	4,266,020	2.16	3.58
Dongfeng Motor Hong Kong International	3,880,379	1.97	3.27
Subtotal	***58,024,546***	***29.44***	***32.69***
Company and company-related shareholding			
Corporate officers[(3)]	173,494	0.09	0.14
Employees[(4)]	3,578,896	1.82	2.31
Treasury stock[(5)]	5,091	0.00	0.00
o/w liquidity contract	—	—	—
Subtotal	***3,757,481***	***1.91***	***2.45***
Free float and other			
Other (including free float)	135,307,313	68.65	64.86
TOTAL	**197,089,340**	**100.00**	**100.00**

(1) The major shareholders mentioned are those (i) holding more than 5% of the capital stock or voting rights as of December 31 and/or (ii) resulting from the distribution of FORVIA shares held by Stellantis or from the HELLA Acquisition. Exor, Peugeot 1810, Bpifrance Participations (Lion Participations) and Dongfeng Motor Hong Kong International were each shareholders in Stellantis N.V., the entity formed by the business combination of Peugeot S.A. and Fiat Chrysler Automotives. With effect from 15 March 2021, Stellantis N.V. distributed shares in FORVIA to its shareholders, including to each of Exor, Peugeot 1810, Bpifrance Participations (Lion Participations) and Dongfeng Motor Hong Kong International.

(2) On the basis of the information given by Franklin Resources Inc. in its threshold crossing notification sent to the Company dated 19 December 2023. Franklin Resources Inc. declares acting on its own behalf and on behalf of its affiliated investment funds and client accounts under management (and in particular Templeton Global Advisors Limited).

(3) Excluding PEUGEOT 1810, whose shareholding is indicated above. However, this figure includes the shares held personally by Robert Peugeot, who was an individual board member until 31 May 2021 and then has been the permanent representative of PEUGEOT 1810 since that date. Taking into account the stake held by PEUGEOT 1810, the percentages of capital stock, theoretical voting rights and voting rights exercisable at the Annual General Meeting would be 3.19% and 5.26% respectively.

(4) Calculated pursuant to art. L. 225-102 of the French Commercial Code. This figure includes shares held by Faur'ESO International Employees as part of a Stock Appreciation Rights (SAR) plan.

(5) Voting rights in treasury stock cannot be exercised by us.

Transactions with related parties

Our business relations with non-consolidated or equity consolidated entities were considered as insignificant as of 31 December 2023.

In the ordinary course of our business, our consolidated subsidiaries, including our minority interests in consolidated subsidiaries, engage in intragroup transactions, including distributions and the issuance of dividends during the year ended 31 December 2023. In accordance with our past practice and in the ordinary course of our business, between 31 December 2023 and the date of this Offering Circular, our consolidated subsidiaries issued dividends to the Company or its consolidated subsidiaries, including our minority interests in consolidated subsidiaries. In 2023, our consolidated subsidiaries issued dividends to the external shareholders of our minority interests in consolidated subsidiaries, in the amount of €132.5 million (recorded under "Dividends paid to minority interests in consolidated subsidiaries" in our Consolidated Cash Flow Statement included in our 2023 Consolidated Financial Statements).

Agreements with related parties

In 2021 we concluded the following agreements with the HELLA Family Pool in connection with the HELLA Acquisition, as the result of which the HELLA Family Pool have become our largest shareholders following the completion of the HELLA Acquisition:

- the share purchase agreement between Faurecia Participations GmbH (formerly known as Blitz F21-441 GmbH), FORVIA and the HELLA Family Pool dated 14 August 2021, as amended by an amendment agreement dated 23 September 2021;
- the investment agreement between FORVIA and the HELLA Family Pool dated 14 August 2021, as amended by an amendment agreement dated 23 September 2021, and further amended by an amendment agreement dated 21 January 2022; and
- the business combination agreement between HELLA, HELLA Geschäftsführungsgesellschaft mbH, Blitz F21-441 GmbH and FORVIA dated 14 August 2021.

Agreement governing relations between FORVIA and HELLA

In the context of the completion of the acquisition of the control of HELLA by FORVIA, the parties desired to put in place an agreement in order to set the governance of the Group and to provide for the organizational framework of the future cooperation, including in particular:

- coordination of the performance of certain governance and control functions;
- defining the information and consultation lines to facilitate the information flow necessary for consolidated reporting and critical function operations at the level of the Group;
- implementation of the coordination process for certain important decisions regarding the staff; and
- alignment of certain key policies, procedures and legal frameworks to operate within the parameters of a de facto group under applicable German regulations.

On 14 September 2022, FORVIA concluded such a coordination agreement (the "**Coordination Agreement**") with HELLA. The Coordination Agreement does not provide for any payment to be made by one party to any other party. Nevertheless, should some of the measures with respect to the envisaged cooperation between FORVIA and HELLA result in costs or other disadvantages at the level of HELLA, such disadvantages would be included in HELLA's dependency report (as required under German law) and be compensated by FORVIA. The Coordination Agreement has an initial fixed term of five (5) years and shall be automatically renewed for further consecutive fixed terms of two (2) years each, unless otherwise terminated by either party no later than twelve (12) months prior to the expiration of the respective term. The Coordination Agreement shall automatically terminate six (6) months from the date on which FORVIA ceases to own, directly or indirectly, at least forty (40) per cent of the shares in HELLA.

Entering into the Coordination Agreement has formed a step in the envisaged integration of FORVIA and HELLA, be instrumental in realizing potential synergies within the Group and help creating legal security for both parties. The conclusion of the Coordination Agreement was approved by FORVIA's Board of Directors during its meeting on 18 February 2022.

Given the FORVIA 's controlling stake in HELLA's share capital, the corporate form of HELLA and the governance in place, the implementation of the identified synergies and the optimization plan began as soon as the acquisition was completed on 31 January 2022. The parties have entered into certain other agreements on commercial arm's-length terms in order to execute such synergies and ensure appropriate compensation for cross-company services to be provided.

DESCRIPTION OF OTHER INDEBTEDNESS

Debt Summary

Our net debt as at 31 December 2023 was €6,987.3 million, reflecting total gross debt of €11,287.1 million and cash equivalents (including other current financial assets included in net debt) of €4,273.9 million. Our subsidiaries hold significant cash balances from their servicing of derecognised receivables, which are included in our short-term debt. In addition, our subsidiaries tend to hold significant amounts of cash that they intend to use to fund working capital requirements and capital expenditure, particularly in jurisdictions where it would be disadvantageous from a tax perspective to distribute the cash and subsequently to receive funding from the parent company.

The weighted average interest rate on our gross outstanding debt was 4.46% for the year ended 31 December 2023.

Maturities of Outstanding Debt

The main elements of our long-term debt as at 31 December 2023 were the Syndicated Credit Facility of €1,500 million of which there have been no drawings as at the date of this Offering Circular, the Japanese Yen Term and Revolving Facilities Agreement of JPY30 billion of which JPY20 billion has been drawn down as at the date of this Offering Circular, the HELLA Credit Facility of €450 million of which there have been no drawings as of the date of this Offering Circular, JPY22 billion in aggregate principal amount of the HELLA JPY Notes, €700 million in aggregate principal amount of the Sustainability-Linked Schuldschein, €1 billion in aggregate principal amount of the 2025 Notes, €750 million in aggregate principal amount of the 2026 Notes, €799.9 million in aggregate principal amount of 2026 Sustainability-Linked Notes, €890 million in aggregate principal amount of the 2027 Notes, €1,200 million in aggregate principal amount of the 2027 Sustainability-Linked Notes, €700 million in aggregate principal amount of the 2028 Notes, €400 million in aggregate principal amount of the 2029 Green Notes, JPY19.2 billion in aggregate principal amount of the JPY Notes, €500 in aggregate principal amount of the HELLA 2027 Notes, €289 million under the EIB Loan, €500 under the Term Loan, and U.S.$300 million equivalent under the Latin American Syndicated Loans. In addition, following the Offering, we will have €800 million outstanding under the Notes and we will have €100 million under the HELLA SSD.

The following table sets forth the maturity schedule of our outstanding long-term debt, set forth by category, in each case as at 31 December 2023, after giving effect to the Transactions and the HELLA SSD:

	2025	2026	2027	2028	2029 and beyond	Total
			(in € millions)			
Notes offered hereby	—	—	—	—	800.0	800.0
2025 Notes(1)(2), 2026 Notes(2), 2026 Sustainability-Linked Notes(1)(2), 2027 Notes(2), 2027 Sustainability-Linked Notes(2), 2028 Notes(2), 2029 Green Notes(2), the JPY Notes(2), the HELLA 2027 Notes(2), and the HELLA JPY Notes(2)	592.5	1,474.2	2,618.3	698.6	491.2	5,874.7
Syndicated Credit Facility	—	—	—	—	—	—
HELLA SSD	—	—	100.0	—	—	100.0
Schuldscheindarlehen	—	343.0	30.3	239.0	—	612.3
Term Loan	—	500.0	—	—	—	500.0
Japanese Yen Term and Revolving Facilities(2) and HELLA JPY Loan	—	127.7	—	—	64.0	191.7
Other bank and bilateral loans	436.9	67.4	—	84.1	296.8	885.2
Bank borrowings and others(3)						2.0
Obligations under finance leases(3)						836.6
Non-current derivatives(3)						70.7
Total						**9,873.2**

(1) For illustrative purposes, assumes (i) that the Total Maximum Acceptance Amount of the 2025 Notes and the 2026 Sustainability-Linked Notes is accepted for tender in the Tender Offers and (ii) that the 2026 Sustainability-Linked Notes Sub-Cap of the 2026 Sustainability Linked-Notes is accepted for tender in the Tender Offers.

(2) Presented at book value, net of any unamortized debt issuance costs, discounts or premiums.

(3) Schedule of debt maturities not available as at 31 December 2023.

2025 Notes

On 8 March 2018, we issued €700 million in principal amount of 2.625% Senior Notes due 2025 and on 31 July 2020, we issued €300 million in principal amount of Additional 2025 Notes which are consolidated, and form a single series with the €700 million 2025 Notes. They are listed on Euronext Dublin (Global Exchange Market). The 2025 Notes will mature at par on 15 June 2025 unless earlier redeemed or repurchased and cancelled.

The 2025 Notes are subject to the Tender Offers being made concurrently with the Offering. See "*Summary—Transactions—Tender Offers*".

Terms of the 2025 Notes

We are required to pay interest on the 2025 Notes semi-annually in arrear on 15 June and 15 December of each year, commencing on 15 June 2018.

The 2025 Notes will mature at par on 15 June 2025 unless earlier redeemed or repurchased and cancelled.

The 2025 Notes are senior unsecured obligations of the Issuer, and are not guaranteed.

The 2025 Notes are redeemable, in whole or in part, at a redemption price equal to 100% of their principal amount plus a redemption premium and accrued and unpaid interest, if any, to the redemption date. The 2025 Notes are also redeemable, in whole but not in part, upon certain developments affecting taxation, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, we may, at our option and on one or more occasions, redeem up to 35% of the outstanding principal amount of the 2025 Notes with the net proceeds from one or more specified equity offerings at a redemption price equal to 102.625% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, in the event we undergo specific kinds of changes of control, holders of the 2025 Notes may require us to repurchase their 2025 Notes at a price equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest, if any.

2026 Notes

On 27 March 2019, we issued €500 million in principal amount of 3.125% Senior Notes due 2026 and, on 31 October 2019, we issued €250 million in principal amount of Additional 2026 Notes which are consolidated, and form a single series with, the €500 million 2026 Notes. They are listed on Euronext Dublin (Global Exchange Market). The 2026 Notes will mature at par on 15 June 2026 unless earlier redeemed or repurchased and cancelled.

Terms of the 2026 Notes

We are required to pay interest on the 2026 Notes semi-annually in arrear on 15 June and 15 December of each year, commencing on 15 June 2019.

The 2026 Notes will mature at par on 15 June 2026 unless earlier redeemed or repurchased and cancelled. The 2026 Notes are senior unsecured obligations of the Issuer, and are not guaranteed.

The 2026 Notes are redeemable, in whole or in part, at a redemption price equal to 100% of their principal amount plus a redemption premium and accrued and unpaid interest, if any, to the redemption date. The 2026 Notes are also redeemable, in whole but not in part, upon certain developments affecting taxation, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, we may, at our option and on one or more occasions prior to 15 December 2022, redeem up to 35% of the outstanding principal amount of the 2026 Notes with the net proceeds from one or more specified equity offerings at a redemption price equal to 103.125% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, in the event we undergo specific kinds of changes of control, holders of the 2026 Notes may require us to repurchase their 2026 Notes at a price equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest, if any.

2026 Sustainability-Linked Notes

On 15 November 2022, we issued €700 million in principal amount of 7.25% Sustainability-Linked Senior Notes due 2026 and, on 1 February 2023, we issued €250 million in principal amount of Additional 2026 Sustainability-Linked Notes which are consolidated, and form a single series with, the €700 million 2026 Sustainability-Linked Notes. On 14 December 2023, we repurchased €150,079,000 in principal amount of the 2026 Sustainability-Linked Notes, reducing the principal outstanding from an aggregate of €950 million to €799.9 million. The 2026 Sustainability-Linked Notes are listed on Euronext Dublin (Global Exchange Market).

As of 31 December 2023, Forvia achieved its SPT 1.a target of reducing scope 1 & 2 emissions intensity by 20% between 2019 and 2023. As of 31 December 2023, Forvia had scope 1 & 2 CO_2 emissions of 26 tCO_2 equivalent per € million of sales, as compared with scope 1 & 2 emissions of 49 tCO_2 equivalent per € million of sales, which corresponds to a reduction of more than 53%.

The 2026 Sustainability-Linked Notes are subject to the Tender Offers being made concurrently with the Offering. See "*Summary—Transactions—Tender Offers*".

Terms of the 2026 Sustainability-Linked Notes

We are required to pay interest on the 2026 Sustainability-Linked Notes semi-annually in arrear on 15 June and 15 December of each year, commencing on 15 June 2023. The interest rate payable on the Notes will increase by 0.25% per annum from 15 June 2026 unless we certify that by 31 December 2025 we have achieved the Relevant Sustainability Performance Target and obtain an Assurance Letter from the External Verifier.

The 2026 Sustainability-Linked Notes will mature (i) at a redemption price of 100.125%, unless we certify that we have achieved the Relevant Sustainability Performance Target, or (ii) otherwise at par, on 15 June 2026 unless earlier redeemed or repurchased and cancelled. The 2026 Sustainability-Linked Notes are senior unsecured obligations of the Issuer, and are not guaranteed.

The 2026 Sustainability-Linked Notes are redeemable, in whole or in part, at any time prior to 15 November 2024 at a redemption price equal to 100% of their principal amount plus a "make-whole" premium and accrued and unpaid interest, if any, to the redemption date. The 2026 Sustainability-Linked Notes are also redeemable at any time on or after 15 November 2024 at redemption prices that vary depending on the year of redemption and attainment and certification of the Relevant Sustainability Performance Target. In addition, we may, at our option and on one or more occasions prior to 15 November 2024, redeem up to 40% of the outstanding principal amount of the 2026 Sustainability-Linked Notes with the net proceeds from one or more specified equity offerings at a redemption price equal to 107.25% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In the event of certain developments affecting taxation, we may redeem all, but not less than all, of the 2026 Sustainability-Linked Notes, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, in the event we undergo specific kinds of changes of control, holders of the 2026 Sustainability-Linked Notes may require us to repurchase their 2026 Sustainability-Linked Notes at a price equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest, if any.

2027 Notes

On 27 November 2019, we issued €700 million in principal amount of 2.375% Senior Notes due 2027 and, on 3 February 2021, we issued €190 million in principal amount of Additional 2027 Notes which are consolidated, and form a single series with, the €700 million 2027 Notes. They are listed on Euronext Dublin (Global Exchange Market). The 2027 Notes will mature at par on 15 June 2027 unless earlier redeemed or repurchased and cancelled.

Terms of the 2027 Notes

We are required to pay interest on the 2027 Notes semi-annually in arrear on 15 June and 15 December of each year, commencing on 15 June 2020.

The 2027 Notes will mature at par on 15 June 2027 unless earlier redeemed or repurchased and cancelled. The 2027 Notes are senior unsecured obligations of the Issuer, and are not guaranteed.

The 2027 Notes are redeemable, in whole or in part, at a redemption price equal to 100% of their principal amount plus a redemption premium and accrued and unpaid interest, if any, to the redemption date. The 2027 Notes are also redeemable, in whole but not in part, upon certain developments affecting taxation, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, we may, at our option and on one or more occasions prior to 15 June 2023, redeem up to 35% of the outstanding principal amount of the 2027 Notes with the net proceeds from one or more specified equity offerings at a redemption price equal to 102.375% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, in the event we undergo specific kinds of changes of control, holders of the 2027 Notes may require us to repurchase their 2027 Notes at a price equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest, if any.

2027 Sustainability-Linked Notes

On 10 November 2021, we issued €1,200 million in principal amount of 2.75% Sustainability-Linked Senior Notes due 2027. They are listed on Euronext Dublin (Global Exchange Market).

As of 31 December 2023, Forvia achieved its SPT 1.a target of reducing scope 1 & 2 emissions intensity by 20% between 2019 and 2023. As of 31 December 2023, Forvia had scope 1 & 2 CO_2 emissions of 26 tCO_2 equivalent per € millions of sales, as compared with scopa 1 & 2 emissions of 49 tCO_2 equivalent per € million of sales, which corresponds to a reduction of more than 53%.

Terms of the 2027 Sustainability-Linked Notes

We are required to pay interest on the 2027 Sustainability-Linked Notes semi-annually in arrear on 15 June and 15 December of each year, commencing on 15 June 2022. The interest rate payable on the Notes will increase by 0.25% per annum from 15 June 2026 unless we certify that by 31 December 2025 we have achieved the Relevant Sustainability Performance Target and obtain an Assurance Letter from the External Verifier.

The 2027 Sustainability-Linked Notes will mature (i) at a redemption price of 100.125%, unless we certify that we have achieved the Relevant Sustainability Performance Target, or (ii) otherwise at par, on 15 June 2027 unless earlier redeemed or repurchased and cancelled. The 2027 Sustainability-Linked Notes are senior unsecured obligations of the Issuer, and are not guaranteed.

The 2027 Sustainability-Linked Notes are redeemable, in whole or in part, at any time prior to 15 February 2024 at a redemption price equal to 100% of their principal amount plus a “make-whole” premium and accrued and unpaid interest, if any, to the redemption date. The 2027 Sustainability-Linked Notes are also redeemable at any time on or after 15 February 2024 at redemption prices that vary depending on the year of redemption and attainment and certification of the Relevant Sustainability Performance Target. In addition, we may, at our option and on one or more occasions prior to 15 February 2024, redeem up to 40% of the outstanding principal amount of the 2027 Sustainability-Linked Notes with the net proceeds from one or more specified equity offerings at a redemption price equal to 102.75% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In the event of certain developments affecting taxation, we may redeem all, but not less than all, of the 2027 Sustainability-Linked Notes, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, in the event we undergo specific kinds of changes of control, holders of the 2027 Sustainability-Linked Notes may require us to repurchase their 2027 Sustainability-Linked Notes at a price equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest, if any.

2028 Notes

On 31 July 2020, we issued €700 million in principal amount of 3.750% Senior Notes due 2028. They are listed on Euronext Dublin (Global Exchange Market). The 2028 Notes will mature at par on 15 June 2028 unless earlier redeemed or repurchased and cancelled.

Terms of the 2028 Notes

We are required to pay interest on the 2028 Notes semi-annually in arrear on 15 June and 15 December of each year, commencing on 15 December 2020.

The 2028 Notes will mature at par on 15 June 2028 unless earlier redeemed or repurchased and cancelled. The 2028 Notes are senior unsecured obligations of the Issuer, and are not guaranteed.

The 2028 Notes are redeemable, in whole or in part, at a redemption price equal to 100% of their principal amount plus a redemption premium and accrued and unpaid interest, if any, to the redemption date. The 2028 Notes are also redeemable, in whole but not in part, upon certain developments affecting taxation, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, we may, at our option and on one or more occasions prior to 15 June 2023, redeem up to 40% of the outstanding principal amount of the 2028 Notes with the net proceeds from one or more specified equity offerings at a redemption price equal to 103.750% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, in the event we undergo specific kinds of changes of control, holders of the 2028 Notes may require us to repurchase their 2028 Notes at a price equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest, if any.

2029 Green Notes

On 22 March 2021, we issued €400 million in principal amount of 2.375% Senior Notes due 2029. They are listed on Euronext Dublin (Global Exchange Market). The 2029 Green Notes will mature at par on 15 June 2029 unless earlier redeemed or repurchased and cancelled.

Terms of the 2029 Green Notes

We are required to pay interest on the 2029 Green Notes semi-annually in arrear on 15 June and 15 December of each year, commencing on 15 June 2021.

The 2029 Green Notes will mature at par on 15 June 2029 unless earlier redeemed or repurchased and cancelled. The 2029 Green Notes are senior unsecured obligations of the Issuer, and are not guaranteed.

The 2029 Green Notes are redeemable, in whole or in part, at a redemption price equal to 100% of their principal amount plus a redemption premium and accrued and unpaid interest, if any, to the redemption date. The 2029 Green Notes are also redeemable, in whole but not in part, upon certain developments affecting taxation, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, we may, at our option and on one or more occasions prior to 15 June 2024, redeem up to 40% of the outstanding principal amount of the 2029 Green Notes with the net proceeds from one or more specified equity offerings at a redemption price equal to 102.375% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date. In addition, in the event we undergo specific kinds of changes of control, holders of the 2029 Green Notes may require us to repurchase their 2029 Green Notes at a price equal to 101% of the outstanding principal amount thereof, plus accrued and unpaid interest, if any.

JPY Notes

2026 JPY Notes

On 15 December 2023, FORVIA issued bonds for an amount of ¥11,700 million due 13 March 2026, bearing annual interest of 2.48%, payable on 15 June and 15 December each year, as from 15 June 2024.

As of 31 December 2023, the outstanding amount of these bonds amounted to ¥11,700 million (€74.8 million, translated from Japanese Yen into euros at a rate of ¥156.33 per €1.00, which was the rate of Japanese Yen per euro as published by the European Central Bank as at 31 December 2023).

2027 JPY Notes

On 15 December 2023, FORVIA issued bonds for an amount of ¥6,800 million due 15 March 2027, bearing annual interest of 2.81%, payable on 15 June and 15 December each year, as from 15 June 2024 (provided that the last interest payment shall be made on 13 March 2026).

As of 31 December 2023, the outstanding amount of these bonds amounted to ¥6,800 million (€43.5 million, translated from Japanese Yen into euros at a rate of ¥156.33 per €1.00, which was the rate of Japanese Yen per euro as published by the European Central Bank as at 31 December 2023).

2028 JPY Notes

On 15 December 2023, FORVIA issued bonds for an amount of ¥700 million due 15 December 2028, bearing annual interest of 3.19%, payable on 15 June and 15 December each year, as from 15 June 2024 (provided that the last interest payment shall be made on 15 March 2027).

As of 31 December 2023, the outstanding amount of these bonds amounted to ¥700 million (€4.5 million, translated from Japanese Yen into euros at a rate of ¥156.33 per €1.00, which was the rate of Japanese Yen per euro as published by the European Central Bank as at 31 December 2023).

Terms of the JPY Notes

Each series of the JPY Notes will mature at a redemption price of 100%, unless earlier redeemed or repurchased and cancelled. Each Series of the JPY Notes are senior unsecured and unguaranteed obligations of the Issuer.

Each series of the JPY Notes is redeemable, in the event of certain developments affecting taxation, in whole but not in part, at the option of the Issuer, at any time, at 100% of the principal amount, together with any interest accrued to and including the date fixed for redemption. In addition, upon the occurrence of certain changes of control of FORVIA, each bondholder will have the right to require us to redeem all or any part of such bondholder's bonds at a redemption price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of redemption.

Syndicated Credit Facility

On 15 December 2014, FORVIA signed a syndicated credit facility among us as borrower and various lenders, with a five-year maturity, for an amount of €1,200 million. This credit facility was renegotiated on 24 June 2016, then on 15 June 2018 in order to extend the maturity to five years from that date. In May 2021, FORVIA signed with its lenders an amend & extend agreement of this syndicated credit line enabling the Group to increase the amount up to €1,500 million, as well as indexing its costs on FORVIA’s environmental performance, the interest rate varying depending upon the achievement of the Group’s target of CO neutrality for its scopes 1 & 2, and to extend its maturity to five years, i.e. May 2026, with two one-year extension options subject to the lenders’ agreement.

On 26 April 2022 FORVIA has renegotiated its covenant related its leverage ratio (ratio of Net debt to adjusted EBITDA) and which compliance is a condition affecting the availability of this credit facility. Net debt corresponds to published consolidated net debt. Adjusted EBITDA corresponds to operating income plus depreciation, amortization and provisions for impairment in value of property, plant and equipment and intangible assets, for the past twelve months. The level of this covenant was not to be tested for 30 June 2022 and was at 3.75x for 31 December 2022 (instead of 3.0x) before coming back to 3.0x from 30 June 2023 onwards. As of 31 December 2023, this condition was met.

On 27 June 2023 FORVIA has extended the maturity of the syndicated credit facility to 28 May 2027 for an amount of €1,450 million. The available amount is of €1,500 million up to May 28, 2026. FORVIA also negotiated the possibility to extend the credit facility until 2 June 2028, subject to the lenders’ agreement. This credit facility includes some restrictive clauses on asset disposals (disposal representing over 35% of the Group’s total consolidated assets requires the prior approval of lenders representing two-thirds of the syndicate) and on the debt level of some subsidiaries.

As of 31 December 2023, this facility was not drawn.

Japanese Yen Term and Revolving Facilities Agreement

We have entered into a JPY30 billion Japanese Yen Term and Revolving Facilities Agreement among us as borrower and various lenders dated 7 February 2020 with a five-year maturity (with the possibility to extend such maturity by two one-year periods, the first of which has been exercised to extend maturity to 7 February 2026). The Japanese Yen Term and Revolving Facilities Agreement is composed of (i) a term facility for an amount of JPY15 billion and (ii) a revolving facility for an amount of JPY15 billion. As at the date of this Offering Circular, JPY20 billion was drawn under the facility. The Japanese Yen Term and Revolving Facilities Agreement includes one financial covenant (which needs to be complied with semi-annually), concerning compliance with a consolidated financial ratio: the ratio of total net debt to adjusted EBITDA must not exceed 3.0x (previously 2.79x).

On 26 April 2022 we proactively renegotiated such covenant. The level of this ratio was not tested on 30 June 2022 and will be set at 3.75x for 31 December 2022 (instead of 3.0x) before returning to 3.0x from 30 June 2023 onwards.

As at 31 December 2023, we complied with this ratio.

Net debt corresponds to published consolidated net debt. Adjusted EBITDA corresponds to operating income plus depreciation, amortization and provisions for impairment in value of property, plant and equipment and intangible assets, for the past twelve months. Furthermore, this Japanese Yen Term and Revolving Facilities Agreement includes some restrictive provisions on asset disposals (and for example, a disposal representing the higher of €4,000 million and 35% of our total consolidated assets requires the prior approval of lenders representing two-thirds of the lenders under the Japanese Yen Term and Revolving Facilities Agreement) and on the level of indebtedness of our subsidiaries.

Clarion Schuldschein

In December 2018, we entered into a transaction to issue €700 million in principal amount of *Schuldscheindarlehen* (a privately placed bank loan under German law) in multiple tranches in euro and U.S. dollar, which we issued in December 2018 and January 2019, and of which Forvia repaid (i) in June 2021 and December 2022, €226.5 million and €58.5 million, respectively, of the fixed rate tranche maturing in December 2022, and (ii) in June 2023, U.S.$165 million of the variable rate tranche maturing in December 2023. As of 31 December 2023, €350.5 million in principal amount remained outstanding. The remaining tranche of the Clarion Schuldschein matures in December 2024. The Clarion Schuldschein does not include any financial covenants. However, the Clarion Schuldschein includes certain restrictive provisions on asset disposals and on the level of indebtedness of our subsidiaries. The U.S. dollar tranches have in effect been partially converted in euro through long term cross-currency swaps. The proceeds from the Clarion Schuldschein were used to finance the acquisition of Clarion.

Sustainability-Linked Schuldschein

In December 2021, we entered into transactions to issue €700 million in principal amount of sustainability-linked *Schuldscheindarlehen* (a privately placed bank loan under German law), issued in multiple tranches with settlement in December 2021 for €435 million thereof and in January 2022 for €265 million thereof, maturing in July 2024, January 2026, January 2027 and January 2028. The Sustainability-Linked Schuldschein was issued under our Sustainability-Linked Financing Framework established in October 2021. The Sustainability-Linked Schuldschein does not include any financial covenants. However, the Sustainability-Linked Schuldschein includes certain restrictive provisions on asset disposals and on the level of indebtedness of our subsidiaries. Commerzbank Aktiengesellschaft and Landesbank Hessen-Thüringen Girozentrale acted as lead arrangers and bookrunners and Australia New Zealand Banking Group, Bankinter, Intesa Sanpaolo S.p.A., and Raiffeisen Bank International acted as co-arrangers. The U.S. dollar tranches have in effect been partially converted in euro through long term cross-currency swaps. The proceeds from the €700 million in principal amount in Sustainability-Linked Schuldschein were used to finance the HELLA Acquisition.

Factoring Programs

We have several factoring programs, which enable us to obtain financing at a lower cost than issuing bonds or obtaining bank loans. Part of our financing requirements is met through receivables sale programs, under which the receivables are derecognised and not included as assets in our consolidated balance sheet.

As at 31 December 2023, financing under these programs, corresponding to the cash received as consideration for the receivables sold totalled €1,291.6 million, compared to €1,274.9 million as at 31 December 2022. See note 18 of our 2023 Consolidated Financial Statements and note 18 of our 2022 Consolidated Financial Statements for more information on our factoring programs.

Commercial Paper Program

We regularly issue commercial papers with a maturity up to one year for investors located mainly in France. As at 31 December 2023, the outstanding amount was €482.8 million.

European Investment Bank Term Loan

We entered into a €315 million term loan dated 1 July 2022 with a seven-year maturity to finance investments in R&D and manufacturing deployment of hydrogen technology for mobility applications and R&D in the fields of vehicle advanced driver assistance systems and driver monitoring systems. The EIB Loan is composed of two tranches (i) a first tranche for an amount of €289 million, and (ii) a second tranche of €26 million. As at the date of this Offering Circular, €289 million was drawn under the EIB Loan.

The EIB Loan includes one financial covenant tested semi-annually requiring a consolidated financial ratio of total net debt to adjusted EBITDA not to exceed 4.5x. as at 30 June 2022, 3.75x as at 31 December 2022, and 3.0x as at 30 June 2023 and thereafter. For the purposes of such financial covenant (i) net debt corresponds to published consolidated net debt and (ii) adjusted EBITDA corresponds to operating income plus depreciation, amortization and provisions for impairment in value of property, plant and equipment and intangible assets, for the last twelve months.

As at 31 December 2023, we complied with this ratio.

The EIB Loan also includes restrictive provisions on asset disposals and on the level of indebtedness of our subsidiaries.

Latin American Syndicated Loans

We entered into a U.S.$210 million equivalent loan (converted from MXN to U.S.$ at the time of issuance) dated 22 September 2022 with a five-year maturity. The following loans were made available to us pursuant to the Latin American Syndicated Facility agreement: (i) a first tranche of MXN 2 billion with floating interest and (ii) a second tranche of U.S.$110 million with floating interest. We entered into a further U.S.$90 million loan dated 10 February 2023 with the same conditions and maturity, 22 March 2028.

Although the Latin American Syndicated Facility does not include any financial covenants, it includes certain restrictions on the level of indebtedness of our subsidiaries.

Term Loan

FORVIA signed on 9 June 2023 a €500 million syndicated loan with a maturity to 2 June 2026 and including two one year extension options until 2 June 2028, submitted to the banks' agreement, the interest rate varying depending upon the achievement of the Group's target of CO neutrality for its scopes 1, 2 & 3 controlled emissions.

The Term Loan includes some restrictive clauses on asset disposals (disposal representing over 35% of the Group's total consolidated assets requires the prior approval of banks representing two-thirds of the Term Loan) and on the debt level of some subsidiaries.

HELLA Indebtedness

The indebtedness of HELLA, FORVIA's majority-owned and fully consolidated subsidiary, will be structurally senior to the Syndicated Credit Facility, the Japanese Yen Term and Revolving Facilities Agreement, the Schuldscheindarlehen, the EIB Loan, the Term Loan, the 2025 Notes, the 2026 Notes, the 2026 Sustainability-Linked Notes, 2027 Notes, the 2027 Sustainability-Linked Notes, the 2028 Notes, the 2029 Green Notes, the JPY Notes and the Notes.

The HELLA Indebtedness includes (i) the HELLA 2024 Notes, (ii) the HELLA 2027 Notes, (iii) the HELLA Japanese Yen Debt, (iv) the HELLA USD Loan and (v) to the extent drawn, if at all, the HELLA Credit Facility.

HELLA 2024 Notes

The HELLA 2024 Notes were issued on 17 May 2017, with a principal amount of €300 million. The HELLA 2024 Notes are due on 17 May 2024, and bear annual interest of 1.00%, which is payable on 17 May each year, beginning from 17 May 2018.

The proceeds of the HELLA 2024 Notes were used to redeem the €300 million bonds due 7 September 2017, bearing annual interest of 1.25%, issued in March 2014.

The HELLA 2024 Notes are listed on the Luxembourg Stock Exchange.

HELLA 2027 Notes

The HELLA 2027 Notes were issued on 3 September 2019, with a principal amount of €500 million. The HELLA 2027 Notes are due on 26 January 2027, and bear annual interest of 0.50%, which is payable on 26 January each year, beginning from 26 January 2020.

The proceeds of the HELLA 2027 Notes were used to redeem the €500 million bonds due 24 January 2020, bearing annual interest of 2.375%, issued in January 2013.

The HELLA 2027 Notes are listed on the Luxembourg Stock Exchange.

HELLA Japanese Yen Debt

On 17 September 2002, HELLA issued a notes certificate for an amount of JPY 12 billion due on 17 September 2032, bearing annual interest of 3.50% (accruing in Japanese Yen), which is payable on 17 March and 17 September each year, beginning from 17 March 2003.

On 16 June 2003, HELLA signed a loan for an amount of JPY 10 billion due 20 June 2033, bearing annual interest of 4.02% (accruing in U.S. dollars), which is payable on 20 June and 20 December each year, beginning from 20 December 2003.

HELLA Credit Facility

On 30 September 2022 HELLA signed a new syndicated credit facility, replacing the prior facility signed on 1 June 2015, for an amount of up to €450 million, with maturity on 30 September 2025, with two one-year extension options and an option to increase the amount up to an additional €150 million. In September 2023, HELLA exercised one of its extension options to extend the maturity of the credit line through December 2026.

As of 31 December 2023, this facility was not drawn.

HELLA USD Loan

HELLA is party to a loan denominated in U.S. dollars, in the equivalent amount of $75 million, due in January 2026.

TERMS AND CONDITIONS OF THE NOTES

The € million % senior notes due 2029 (the "**2029 Notes**") and the € million % senior notes due 2031 (the "**2031 Notes**" and, together with the 2029 Notes, the "**Notes**" and each, a "**Series of the Notes**", which expressions include any further notes of either Series of the Notes issued pursuant to Condition 2.2 and forming a single series therewith) of FORVIA S.E., a *société européenne (societas europaea)* incorporated under the laws of the Republic of France (the "**Issuer**"), are constituted by a trust deed dated the Issue Date (the "**Trust Deed**") made between the Issuer and Citibank, N.A., London Branch (the "**Trustee**"), which term shall include any trustee or trustees appointed pursuant to the Trust Deed.

Although, for convenience, the 2029 Notes and the 2031 Notes are referred to as the "Notes," the 2029 Notes and the 2031 Notes will be issued each as a separate series and will not together have any class voting or other rights.

The Issuer has also entered into an agency agreement (the "**Agency Agreement**") dated the Issue Date with Citibank, N.A., London Branch, as principal paying agent and transfer agent, Citibank Europe Plc, as registrar, and the Trustee. The registrar, the transfer agent and the principal paying agent for the time being are referred to in these terms and conditions (the "**Conditions**"), respectively, as the "**Registrar**", the "**Transfer Agent**" and the "**Principal Paying Agent**" and, the Principal Paying Agent together with any other paying agents as may be appointed under the Agency Agreement from time to time, the "**Paying Agents**" and the Paying Agents together with the Registrar, the "**Agents**". Pursuant to the terms of the Agency Agreement, the Agents have agreed to act and perform services on behalf of the Issuer with respect to these Conditions.

The statements in these Conditions include summaries of, and are subject to the detailed provisions of, the Trust Deed, which includes the form of the Notes. The holders of the Notes are entitled to the benefit of the Trust Deed and are bound by, and are deemed to have notice of all the provisions of, the Trust Deed and those applicable to them of the Agency Agreement. Copies of the Trust Deed and the Agency Agreement are available for inspection or collection during normal business hours by holders of the Notes upon reasonable request at the specified office of the Trustee for the time being, being at the date hereof at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom, and at the specified office of the Principal Paying Agent or may be provided by email to a holder of the Notes following their prior written request to the Trustee or the Principal Paying Agent and provision of proof of holding and identity (in a form satisfactory to the Trustee or the Principal Paying Agent, as the case may be). As used herein, references to the Trust Deed include the Conditions set forth herein.

1. Status and Form

The Notes constitute senior unsecured and unguaranteed obligations of the Issuer and rank *pari passu* among themselves and in right of payment to all existing and future unsecured and unsubordinated Indebtedness of the Issuer, effectively junior to secured Indebtedness of the Issuer (to the extent of the value of the assets securing such Indebtedness), structurally junior to Indebtedness, liabilities and commitments (including trade payables and lease obligations) of our Subsidiaries, and senior in right of payment to any existing or future Subordinated Indebtedness of the Issuer.

The Notes will be issued in registered form and transferable only upon the surrender of the Notes being transferred for registration of transfer. The Issuer may require payment of a sum sufficient to pay any tax, assessment or other governmental charge payable in connection with certain transfers and exchanges.

2. Principal, Maturity, Interest and Further Issues

2.1 The Notes are issued in denominations of €100,000 and integral multiples of €1,000 in excess thereof. The 2029 Notes will mature on 15 June 2029 and the 2031 Notes will mature on 15 June 2031 (as applicable to each Series of the Notes, the "**Maturity Date**"). If redeemed on the Maturity Date, the Notes will be redeemed at par on such date.

2.2 Subject to compliance of the Issuer with Condition 6.1, the Issuer is permitted, from time to time, without notice to or the consent of the holders of the Notes to create and issue further notes having the same terms and conditions as the applicable Series of the Notes in all respects (or in all respects except for the date of and amount of the first payment of interest), in accordance with the Trust Deed (the "**Additional Notes**"). The Additional Notes, if any, will be consolidated and form a single series with the applicable Series of the Notes. The Additional Notes and the applicable Series of the Notes shall be treated as a single class for all purposes of the Trust Deed, including waivers, amendments, redemptions and offers to purchase. Unless the context otherwise requires, for the purposes of the Trust Deed and these Conditions, references to the Notes include any Additional Notes actually issued. The Issuer may from time to time, with the consent of the Trustee and subject to the Conditions and the Trust Deed, create and issue other series of notes having the benefit of the Trust Deed.

2.3 **Interest**

(a) Interest on the 2029 Notes will accrue at the rate of % per annum and interest on the 2031 Notes will accrue at the rate of % per annum and in each case will be payable semi-annually in arrear on 15 June and 15 December of each year, commencing on 15 June 2024. The Issuer will make each interest payment to the holders of record of these Notes on the Business Day immediately preceding the related interest payment date. The Issuer will pay interest on overdue principal at 1.0% per annum in excess of the above rate compounded semi-annually and will pay interest on overdue instalments of interest at such higher rate compounded semi-annually to the extent lawful.

(b) Interest on the Notes will accrue (in the case of Notes issued on the Issue Date) from the Issue Date and (in the case of any Additional Notes) from the date of issuance of such Additional Notes or as otherwise provided by the supplemental Trust Deed constituting such Additional Notes. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months and, in the case of an incomplete month, on the basis of the number of actual days elapsed.

(c) Interest on the Notes will cease to accrue on and from their due date for redemption or repayment unless payment of the redemption monies and/or accrued interest (if any) is improperly withheld or delayed in which event interest will continue to accrue as provided in the Trust Deed.

2.4 **Payment**

(a) Payment of principal and interest will be made by the Principal Paying Agent in euro by wire transfer in same day funds to the registered account of each Noteholder or by euro cheque drawn on a bank that processes payments in euro mailed to the registered address of the Noteholder if it does not have a registered account. Payment of principal and premium (if any) will only be made against surrender of the relevant Note at the specified office of any of the Paying Agents.

(b) Without prejudice to the rights of any holder of the Notes to (i) receive payment of principal of and interest on such holder‘s Notes on or after the due dates therefor as set forth in these Conditions and the Trust Deed or (ii) institute suit for the enforcement of any payment on or with respect to such holder‘s Notes, payments in respect of Notes are subject in all cases to any fiscal or other laws and regulations applicable in the place of payment, but without prejudice to the provisions of Condition 4 (*Taxation*).

(c) Where payment is to be made by transfer to a registered account, payment instructions (for value the due date or, if that date is not a Business Day, for value the first following day which is a Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed, in each case, by the Paying Agent on the due date for payment or, in the case of a payment of principal, if later, on the Business Day on which the relevant Note is surrendered at the specified office of a Paying Agent.

(d) Noteholders will not be entitled to any additional interest or other payment for any delay after the due date in receiving the amount due if the due date is not a Business Day or if the relevant Noteholder is late in surrendering its Note (if required to do so). If the amount of principal or interest is not paid in full when due, the Registrar will annotate the relevant register with a record of the amount actually paid.

3. Optional Redemption

3.1 Optional Redemption prior to the First Call Date

2029 Notes

At any time prior to 15 June 2026 (the "**2029 Notes First Call Date**") the Issuer is entitled, at its option, to redeem the 2029 Notes, in whole or in part, upon not less than 10 nor more than 60 days' prior notice to the holders of the 2029 Notes at a redemption price equal to 100% of the principal amount of such 2029 Notes plus the Applicable Premium as of, and accrued and unpaid interest to, the redemption date (subject to the right of holders of the 2029 Notes of record on the relevant record date to receive interest due on the relevant interest payment date).

2031 Notes

At any time prior to 15 June 2027 (the "**2031 Notes First Call Date**" and , together with the 2029 Notes First Call Date, as applicable to the respective Series of the Notes, the "**First Call Date**") the Issuer is entitled, at its option, to redeem the 2031 Notes, in whole or in part, upon not less than 10 nor more than 60 days' prior notice to the holders of the 2031 Notes at a redemption price equal to 100% of the principal amount of such 2031 Notes plus the Applicable Premium as of, and accrued and unpaid interest to, the redemption date (subject to the right of holders of the 2031 Notes of record on the relevant record date to receive interest due on the relevant interest payment date).

For purposes of this Condition 3.1:

"**Applicable Premium**" means, with respect to a Note on any redemption date, the greater of (i) 1.00% of the principal amount of such Note, and (ii) the excess of (to the extent positive): (A) the present value at such redemption date of (x) the redemption price of such Note at the applicable First Call Date (such redemption price (expressed as a percentage of the principal amount of the Notes to be redeemed) being set forth in the first row of the table in Condition 3.3 below) plus (y) all required remaining interest payments due on such Note to and including the applicable First Call Date (excluding any accrued but unpaid interest to such redemption date), computed using a discount rate equal to the Bund Rate at such redemption date plus 50 basis points, over (B) the outstanding principal amount of such Note on such date of redemption, as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate. For the avoidance of doubt, the calculation of the Applicable Premium shall not be a duty or obligation of the Trustee, the Principal Paying Agent or the Registrar.

"**Bund Rate**" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity as of such date of the Comparable German Bund Issue, assuming a price for the Comparable German Bund Issue (expressed as a percentage of its principal amount) equal to the Comparable German Bund Price for such redemption date, where: (i) "**Comparable German Bund Issue**" means the German *Bundesanleihe* security selected by any Reference German Bund Dealer as having a fixed maturity most nearly equal to the period from such redemption date to the applicable First Call Date and that would be utilised at the time of selection, and in accordance with customary financial practice, in pricing new issues of euro-denominated corporate debt securities in a principal amount approximately equal to the then outstanding principal amount of the Notes and of a maturity most nearly equal to the period from the redemption date to the applicable First Call Date; *provided, however*, that if the period from such redemption date to the applicable First Call Date is not equal to the fixed maturity of the German *Bundesanleihe* security selected by such Reference German Bund Dealer, the Bund Rate shall be determined by linear interpolation (calculated to the nearest one-twelfth of a year) from the yields of German *Bundesanleihe* securities for which such yields are given, except that if the period from such redemption date to the applicable First Call Date is less than one year, a fixed maturity of one year shall be used; (ii) "**Comparable German Bund Price**" means, with respect to any redemption date, the average of all Reference German Bund Dealer Quotations for such date (which, in any event, must include at least two such quotations), after excluding the highest and lowest such Reference German Bund Dealer Quotations, or if the Issuer obtains fewer than four such Reference German Bund Dealer Quotations, the average of all such quotations; (iii) "**Reference German Bund Dealer**" means any dealer of German *Bundesanleihe* securities appointed by the Issuer in good faith; and (iv) "**Reference German Bund Dealer Quotations**" means, with respect to each Reference

German Bund Dealer and any redemption date, the average as determined by the Issuer in good faith of the bid and offered prices for the Comparable German Bund Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by such Reference German Bund Dealer at 3:30 p.m. Frankfurt, Germany, time on the third business day in Germany preceding the redemption date.

3.2 **Optional Redemption upon an Equity Offering**

At any time prior to the applicable First Call Date, upon not less than 10 nor more than 60 days' notice, the Issuer may, at its option, on any one or more occasions redeem up to 40% of the aggregate principal amount of the applicable Series of the Notes (including any Additional Notes) issued under the Trust Deed at a redemption price, with respect to the 2029 Notes, equal to % and, with respect to the 2031 Notes, equal to %, in each case of the principal amount of such Series of the Notes to be redeemed, plus accrued and unpaid interest, if any, to the redemption date (subject to the right of holders of the applicable Series of the Notes of record on the relevant record date to receive interest due on the relevant interest payment date), with an amount equal to all or part of the net proceeds received by the Issuer from one or more Equity Offerings; *provided*, *however*, that:

(a) at least 60% of the aggregate principal amount of such Series of the Notes (including any Additional Notes) issued under the Trust Deed would remain outstanding immediately after the occurrence of such redemption; and

(b) the redemption occurs within 90 days of the closing of such Equity Offering.

3.3 **Optional Redemption on or after the First Call Date**

At any time and from time to time on or after the relevant First Call Date, the Issuer may, at its option, redeem all or part of the Notes upon not less than ten nor more than 60 days' prior notice, at the redemption prices, expressed as percentages of principal amount of such Notes, or part thereof, to be redeemed, set forth below, plus accrued and unpaid interest and Additional Amounts (as defined below) thereon, if any, to the applicable redemption date, if redeemed during the twelve month period beginning on 15 June of the years indicated below:

2029 Notes

Year	Percentage
2026	%
2027	%
2028 and thereafter	100.000%

2031 Notes

Year	Percentage
2027	%
2028	%
2029 and thereafter	100.000%

3.4 **Selection; Notice**

If less than all of any Series of the Notes are to be redeemed at any time, the applicable Series of the Notes will be redeemed on a *pro rata* basis (or, in the case of Notes issued in global form, based on a method that most nearly approximates a *pro rata* selection and in accordance with the rules and procedures of the applicable clearing system) unless otherwise required by law or by a relevant clearing system or by an applicable stock exchange or depositary requirements. No Note of €100,000 in aggregate principal amount or less will be redeemed in part. If the Issuer redeems any Notes in part only, the notice of redemption relating to such Notes shall state the portion of the principal amount thereof to be redeemed. In case of any certificated Notes, a new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Noteholder thereof upon cancellation of the original Note. In case of a global certificate, an appropriate notation will be made on such Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Once notice of redemption is sent to the holders, Notes or portions thereof called for redemption become due and payable at the redemption price on the redemption date (subject to the satisfaction of any conditions precedent set forth in the redemption notice), and, commencing on the redemption date, interest will cease to accrue on Notes or portions thereof called for redemption unless payment of the redemption monies and/ or accrued interest (if any) is improperly withheld or refused, in which case interest will continue to accrue as provided in the Trust Deed.

Any redemption notice given under this Condition 3 may, at the Issuer's discretion, be subject to the satisfaction of one or more conditions, including in the case of a redemption pursuant to Condition 3.2, the completion of the related Equity Offering.

4. Taxation

4.1 Additional Amounts

(a) All payments made by or on behalf of the Issuer (including any successor entity) (each, a "**Payor**") under or with respect to the Notes will be made free and clear of, and without withholding or deduction for or on account of, any present or future tax, duty, levy, impost, assessment, deduction, withholding or other governmental charge (including penalties, interest and other additions related thereto) (hereinafter "**Taxes**") imposed or levied by or on behalf of the Republic of France, any jurisdiction from or through which payment is made, and (if different) any jurisdiction to which the payment is effectively connected and in which the payor has a permanent establishment or is resident for tax purposes, and, in each case, any political subdivision or taxing authority thereof or therein (each a "**Relevant Taxing Jurisdiction**"), unless such withholding or deduction is required by law.

(b) If any amounts are required to be withheld or deducted for or on account of Taxes imposed by a Relevant Taxing Jurisdiction from any payment made under or with respect to the Notes, the Payor, to the fullest extent then permitted by law, will be required to pay such additional amounts ("**Additional Amounts**") as may be necessary so that the net amount received by holders of the Notes (including Additional Amounts) after such withholding or deduction will not be less than the amount such holder of the Notes would have received if such Taxes had not been withheld or deducted; provided, however, that the foregoing obligation to pay Additional Amounts shall not apply to:

(i) any Taxes that would not have been so imposed but for the existence of any present or former connection between the relevant holder or beneficial owner of a Note (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of power over, the relevant holder, if the relevant holder is an estate, trust, partnership or corporation) and the Relevant Taxing Jurisdiction but excluding any connection arising from the ownership or holding of such Note, the enforcement of rights under such Note following an Event of Default or the receipt of payment in respect of such Note;

(ii) estate, inheritance, gift, sales, excise, transfer, personal property or similar Taxes;

(iii) any Taxes that would not have been imposed but for the presentation of the Note by the holder for payment (where presentation is required in order to receive payment) more than 30 days after the date on which such payment on such Note became due and payable or the date on which payment thereof is duly provided for, whichever is later (except to the extent that the holder would have been entitled to Additional Amounts had the Note been presented on the last day of such 30-day period);

(iv) any Taxes imposed on or with respect to any payment by the Issuer to the holder on the sole basis that such holder is a fiduciary or partnership or any person other than the beneficial owner of such payment or to the extent that a beneficiary or settlor with respect of such fiduciary, a member of such a partnership or the beneficial owner of such payment would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the actual holder of such Note;

(v) any withholding or deduction imposed as a result of the failure of the holder or beneficial owner of the Notes to comply with any reasonable written request, made to that holder or beneficial owner in writing at least 30 days before any such withholding or deduction would be payable by the Issuer or the relevant Paying Agent, to provide timely and accurate information concerning the nationality, residence or identity of such holder or beneficial owner of the Notes or to make any valid and timely declaration or similar claim or satisfy any certification information or other reporting requirement, which is required or imposed by a statute, treaty, regulation or administrative practice of the Relevant Taxing Jurisdiction as a precondition to exemption from or reduction in all or part of such withholding or deduction;

(vi) any withholding or deduction required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code (or any amended or successor version that is substantively comparable) or otherwise imposed pursuant to sections 1471 through 1474 of the U.S. Internal Revenue Code (or any amended or successor version that is substantively comparable), any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental agreement relating thereto;

(vii) any combination of the above.

(c) The Payor will make all required withholdings and deductions and will remit the full amount required to be deducted or withheld to the Relevant Taxing Jurisdiction in accordance with applicable law. The Issuer will provide certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Relevant Taxing Jurisdiction imposing such Taxes, or if such tax receipts are not available, certified copies or other reasonable evidence of such payments as soon as reasonably practicable to the Trustee. Such copies shall be made available to the holders of the Notes upon reasonable request and will be made available at the offices of the Paying Agent.

(d) If any Payor is obliged to pay Additional Amounts under or with respect to any payment made on any Note, at least 30 days prior to the date of such payment, the Payor will deliver to the Trustee an Officer‘s Certificate stating the fact that Additional Amounts will be payable and the amount estimated to be so payable and such other information necessary to enable the Paying Agent to pay Additional Amounts on the relevant payment date (unless such obligation to pay Additional Amounts arises less than 45 days prior to the relevant payment date, in which case the Payor may deliver such Officer’s Certificate as promptly as practicable thereafter). The Trustee shall be entitled to rely solely on such Officer’s Certificate as conclusive proof that such payments are necessary.

(e) Whenever in the Trust Deed or the Conditions there is mentioned, in any context (i) the payment of principal; (ii) purchase prices in connection with a purchase of Notes; (iii) interest; or (iv) any other amount payable on or with respect to any of the Notes, such reference shall be deemed to include payment of Additional Amounts as described under this heading to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

(f) The Payor will pay any present or future stamp, issuance, registration, transfer or documentary taxes or any other excise or property taxes, charges or similar levies, and any penalties, additions to tax or interest due with respect thereto, that may be imposed in a Relevant Taxing Jurisdiction in connection with the execution, delivery, or registration of, or receipt of payment with respect to, any Notes, the Trust Deed or any other document or instrument referred to therein, or in any relevant jurisdiction in connection with any enforcement action following an Event of Default.

(g) The obligations described under this heading will survive any termination or discharge of the Notes and the Trust Deed and will apply mutatis mutandis to any jurisdiction in which any successor person to a Payor is organised, engaged in business for tax purposes or otherwise resident for tax purposes, or any jurisdiction from or through which any payment under or with respect to the Notes is made by or on behalf of such Payor, or any political subdivision or taxing authority or agency thereof or therein.

4.2 **Redemption for Changes in Withholding Taxes**

(a) The Issuer may redeem a Series of the Notes, at its option, at any time as a whole but not in part, upon not less than 10 nor more than 60 days' notice, at 100% of the principal amount thereof, plus accrued and unpaid interest (if any) to the date of redemption (subject to the right of holders of the applicable Series of the Notes of record on the relevant record date to receive interest due on the relevant interest payment date), in the event the Issuer has become or would become obligated to pay, on the next date on which any amount would be payable with respect to the Notes, any Additional Amounts as a result of:

(i) a change in or an amendment to the laws (including any regulations or rulings promulgated thereunder) of, or any treaties applicable to, any Relevant Taxing Jurisdiction (or any political subdivision or taxing authority thereof or therein); or

(ii) any change in or amendment to any official position regarding the application or interpretation of such laws, treaties, regulations or rulings (including a judgment by a court of competent jurisdiction),

which change or amendment is publicly announced or becomes effective on or after the Issue Date (or, if the Relevant Taxing Jurisdiction became a Relevant Taxing Jurisdiction after the Issue Date, the date on which such Relevant Taxing Jurisdiction became a Relevant Taxing Jurisdiction) and the Issuer cannot avoid such obligation by taking reasonable measures available to it (including making payment through a Paying Agent located in another jurisdiction).

(b) Before the Issuer notifies the holders of the applicable Series of the Notes of a redemption of such Notes as described above, the Issuer will deliver to the Trustee an Officer's Certificate to the effect that the Issuer cannot avoid the obligation to pay Additional Amounts by taking reasonable measures available to it. The Issuer will also deliver an opinion of independent legal counsel of recognised standing and an Officer's Certificate, each stating that the Issuer would be obligated to pay Additional Amounts as a result of a change in laws, treaties, regulations or rulings or the application or interpretation of such laws, treaties, regulations or rulings. The Trustee shall accept the Officer's Certificate and such opinion as sufficient evidence of the satisfaction of the conditions precedent described above without further liability to holders in respect thereof.

5. Change of Control

5.1 Upon the occurrence after the Issue Date of a Change of Control, each holder of the Notes will have the right to require that the Issuer purchase all or any part (equal to €100,000 or any integral multiple of €1,000 in excess thereof) of such holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof on the date of purchase plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of holders of the Notes of record on the relevant record date to receive interest due on the relevant interest payment date).

5.2 For purposes of these Conditions, a "**Change of Control**" occurs:

(a) if any person or group acting in concert, other than any person that owns more than 50% of the Voting Stock of the Issuer as of the Issue Date (a) becomes the owner, directly or indirectly, of more than 50% of the Voting Stock of the Issuer; (b) becomes the owner, directly or indirectly, of more than 40% of the Voting Stock of the Issuer, and no other person or group owns, directly or indirectly, a higher percentage of the Voting Stock of the Issuer than the specified person or group; (c) becomes able to use the voting rights attributable to its Voting Stock to determine in fact the decisions made at the Issuer's general shareholders' meetings; or (d) owns Voting Stock of the Issuer and gains the power to appoint or dismiss the majority of the members of the Issuer's Board of Directors; or

(b) upon the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Issuer and its Subsidiaries taken as a whole to any Person other than any person that owns more than 50% of the Voting Stock of the Issuer as of the Issue Date.

For the purposes of this definition "**acting in concert**" has the meaning given to it in article L.233-10 of the French *Code de commerce* (Commercial Code).

5.3 Within 30 days following any Change of Control, the Issuer will notify each holder of the Notes in accordance with Condition 16 with a copy to the Trustee (the "**Change of Control Offer**") stating:

(a) that a Change of Control has occurred and that such holder has the right to require the Issuer to purchase such holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof on the date of purchase, plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of holders of the Notes of record on the relevant record date to receive interest on the relevant interest payment date);

(b) the circumstances and relevant facts regarding such Change of Control;

(c) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is given); and

(d) the instructions, as determined by the Issuer, consistent with this Condition 5, that a holder must follow in order to have its Notes purchased.

5.4 The Issuer will not be required to make a Change of Control Offer following a Change of Control with respect to a Series of the Notes if (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in these Conditions applicable to a Change of Control Offer made by the Issuer and purchases all of the applicable Series of the Notes validly tendered and not withdrawn under such Change of Control Offer or (ii) a notice of redemption for the redemption of a Series of the Notes in whole but not in part has previously been given pursuant to Condition 3, unless there has been a Default in payment of the applicable redemption price.

5.5 The Issuer will comply with the requirements of applicable securities laws or regulations in connection with the purchase of the Notes as a result of a Change of Control. To the extent that the provisions of any applicable securities laws or regulations conflict with the provisions of this Condition 5, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Condition 5 by virtue of its compliance with such securities laws or regulations.

5.6 The provisions of this Condition 5 relative to the obligations of the Issuer to make an offer to purchase a Series of the Notes as a result of a Change of Control may be waived or modified with the written consent of, or Extraordinary Resolution (as defined in the Trust Deed) approved by, the holders of a majority in principal amount of the applicable Series of the Notes for the time being outstanding.

6. Covenants

6.1 Limitation on Indebtedness

(a) The Issuer will not, and will not permit any of its Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Debt), and the Issuer will not, and will not permit any Subsidiary to, issue any Disqualified Stock, and will not permit any of its Subsidiaries to issue any shares of Preferred Stock; provided, however, that:

(i) the Issuer may Incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, in each case, if the Fixed Charge Coverage Ratio for the Issuer's most recently ended two fiscal half-years for which internal financial statements are available immediately preceding the date on which such Indebtedness is Incurred or such Disqualified Stock is issued, as the case may be, would have exceeded 2.0 to 1.0, in each case determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if such Indebtedness had been Incurred or such Disqualified Stock had been issued, as the case may be, and the application of proceeds therefrom had occurred at the beginning of such two-half-year period; and

(ii) Subsidiaries of the Issuer may Incur Indebtedness (including Acquired Debt) or issue Disqualified Stock or Preferred Stock, in each case, if (x) the Fixed Charge Coverage Ratio for the Issuer's most recently ended two fiscal half-years for which internal financial statements are available immediately preceding the date on which such Indebtedness is Incurred or such Disqualified Stock or Preferred Stock is issued, as the case may be, would have exceeded 2.0 to 1.0, and (y) the Consolidated Senior Net Indebtedness Ratio for the Issuer's most recently ended two fiscal half-years for which internal financial statements are available immediately preceding the date on which such Indebtedness is Incurred or such Disqualified Stock or Preferred Stock is issued, as the case may be, would have been less than 0.75 to 1.0, in the case of (x) and (y) determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if such Indebtedness had been Incurred or such Disqualified Stock or Preferred Stock had been issued, as the case may be, and the application of proceeds therefrom had occurred at the beginning of such two-half-year period.

(b) Condition 6.1(a) will not prohibit the Incurrence of any of the following items of Indebtedness:

(i) Indebtedness Incurred by the Issuer pursuant to Credit Facilities in an aggregate principal amount outstanding at any time not exceeding the greater of (x) €4,650 million and (y) 15% of Consolidated Total Assets;

(ii) Indebtedness owed to and held by the Issuer or a Subsidiary; provided, however, that any subsequent issuance or transfer of any Capital Stock which results in any such Subsidiary (to which such Indebtedness is owed) ceasing to be a Subsidiary or any subsequent disposition, pledge or transfer of such Indebtedness (other than to the Issuer or a Subsidiary) shall be deemed, in each case, to constitute the Incurrence of such Indebtedness by the obligor thereon not permitted by this sub-clause (ii); and provided further that in the case of any such Indebtedness owed by the Issuer to a Subsidiary, such Indebtedness shall (if and to the extent legally permitted) by its terms be Subordinated Indebtedness;

(iii) Indebtedness represented by the Original Notes;

(iv) Indebtedness of the Issuer or any Subsidiary outstanding on the Issue Date (other than Indebtedness specified in sub-clauses (i), (iii) and (xi) of this Condition 6.1(b));

(v) Indebtedness of any Person that is assumed by the Issuer or any Subsidiary in connection with the Issuer's or any such Subsidiary's acquisition of assets from such Person or any Affiliate thereof or is issued and outstanding on or prior to the date on which such Person was acquired by the Issuer or any Subsidiary or merged or consolidated with or into the Issuer or any Subsidiary (other than Indebtedness Incurred to finance, or otherwise Incurred in connection with, or in contemplation of, such acquisition, merger or consolidation), provided that on the date of such acquisition, merger or consolidation, after giving *pro forma* effect thereto, the Issuer could incur at least €1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio in clause (a) of this Condition 6.1 or the Fixed Charge Coverage Ratio is equal to or greater than the Fixed Charge Coverage Ratio immediately prior to giving such *pro forma* effect thereto;

(vi) the Incurrence of Refinancing Indebtedness by the Issuer or any Subsidiary in exchange for or the net proceeds of which are used to refund, replace, defease or refinance Indebtedness Incurred by the Issuer or any Subsidiary pursuant to clause (a) of this Condition 6.1 or sub-clause (iii), (iv) or (v) or this sub-clause (vi) of this Condition 6.1(b);

(vii) Hedging Obligations of the Issuer or any Subsidiary Incurred in the ordinary course of business and not for speculative purposes;

(viii) Obligations in respect of worker's compensation claims, health, disability or other employee benefits or property, casualty or liability insurance, self-insurance obligations, performance, bid, stay, customs, appeal, surety bonds and similar bonds and completion guarantees provided by the Issuer or any Subsidiary in the ordinary course of business;

(ix) Indebtedness arising from agreements of the Issuer or a Subsidiary providing for indemnification, adjustment of purchase price, earn-out or similar Obligations, in each case, Incurred or assumed in connection with the acquisition or disposition of any business, assets or Capital Stock of the Issuer or any Subsidiary; provided that such Indebtedness is not reflected on the balance sheet of the Issuer or any Subsidiary (it being understood that contingent Obligations referred to in a footnote to financial statements and not otherwise reflected on such balance sheet shall not be deemed to be reflected on such balance sheet for purposes of this sub-clause);

(x) Indebtedness of the Issuer or any Subsidiary in respect of (A) letters of credit, bankers' acceptances, bank guarantees (*cautions bancaires or garanties à première demande*) or other similar instruments or obligations issued, or relating to liabilities or obligations Incurred, in the ordinary course of business and not in connection with the borrowing of money (including those issued to governmental entities in connection with self-insurance under applicable workers' compensation statutes), or (B) decrees, attachments or awards or completion guarantees, surety, judgment, appeal or performance bonds, or other similar bonds, instruments or obligations or take-or-pay obligations contained in supply agreements, or relating to liabilities or obligations Incurred, in the ordinary course of business; provided that, with respect to the drawing of letters of credit, such Indebtedness is reimbursed within 30 days following such drawing;

(xi) Indebtedness of the Issuer or any Subsidiary consisting of (A) Purchase Money Indebtedness and Capital Lease Obligations incurred by the Issuer or any Subsidiary for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of, or leasing of, property, plant or equipment used in the business of the Issuer or any of its Subsidiaries (including any reasonable fees and expenses Incurred in connection with such purchase, design, construction, installation or improvement), and any refinancing of Indebtedness with respect thereto, in an aggregate principal amount at any time outstanding not exceeding an amount equal to the greater of €1,700 million and 5.5% of Consolidated Total Assets or (B) lease obligations or other obligations that in each case would have been treated as operating leases under IAS 17 (Leases) as in effect on 1 January 2019, before the implementation of IFRS 16 (Leases);

(xii) the Incurrence by the Issuer or any of its Subsidiaries of Indebtedness arising from the honouring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within ten Business Days;

(xiii) customer deposits and advance payments (not in connection with the borrowing of money) received from customers for goods or services purchased in the ordinary course of business;

(xiv) Indebtedness of the Issuer or a Subsidiary owing to the World Bank, the European Bank for Reconstruction and Development, the European Investment Bank, Fonds Industriel de Modernisation, Fond de Développement Economique et Social or any multilateral, governmental or European Union-controlled or US-controlled financial institution in an aggregate principal amount at any time outstanding not to exceed the greater of (x) €1,250 million and (y) 4% of Consolidated Total Assets; provided that the aggregate principal amount at any time outstanding of such Indebtedness that is secured by a Lien does not to exceed the greater of (A) €625 million and (B) 2% of Consolidated Total Assets;

(xv) any guarantee by the Issuer or a Subsidiary of Indebtedness of the Issuer or of a Subsidiary, which Indebtedness in each case is permitted to be Incurred by another provision of this

Condition 6.1; provided that any such guarantee of Indebtedness of the Issuer by a Subsidiary is made in compliance with Condition 6.4;

(xvi) any guarantees of the Issuer and its Subsidiaries in respect of Qualified Joint Ventures in an aggregate amount at any time outstanding not to exceed the greater of (x) €1,100 million and (y) 3.5% of Consolidated Total Assets;

(xvii) Indebtedness of the Issuer or any Subsidiary arising as a result of implementing composite accounting or other cash pooling arrangements, treasury or cash management arrangements or netting or setting off arrangements involving solely the Issuer and other members of the Group or solely among the members of the Group;

(xviii) Indebtedness of the Issuer or any Subsidiary (other than and in addition to Indebtedness permitted under sub-clauses (i) through (xvii) or sub-clause (xix) of this Condition 6.1(b)) in an aggregate principal amount at any time outstanding not to exceed the greater of €1,550 million and 5.0% of Consolidated Total Assets; and

(xix) shares of Preferred Stock of a Subsidiary issued to the Issuer or another Subsidiary; provided that any subsequent issuance or transfer of any Capital Stock which results in any Subsidiary that holds such shares of Preferred Stock of another Subsidiary ceasing to be a Subsidiary or any other subsequent transfer of any such shares of Preferred Stock (except to the Issuer or another Subsidiary) shall be deemed, in each case, to be an issuance of shares of Preferred Stock not permitted by this clause (xix).

(c) For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this Condition 6.1:

(i) (x) any Indebtedness outstanding on the Issue Date under the Senior Credit Facilities will be treated as Incurred under clause (b)(i) above and may not be reclassified and (y) any Indebtedness described under clause (v) of the definition of "Indebtedness" (whether outstanding on the Issue Date or Incurred thereafter) shall be treated as Incurred under clause (b)(xi) above and may not be reclassified;

(ii) subject to sub-clause (i) above, (x) in the event that an item of Indebtedness (or any portion thereof) meets the criteria of more than one of the types of Indebtedness described above, the Issuer, in its sole discretion, will classify such item of Indebtedness (or any portion thereof) at the time of Incurrence and may include the amount and type of such Indebtedness in one or more of the above clauses (including in part under one clause and in part under another such clause) and (y) the Issuer will be entitled to divide and re-classify an item of Indebtedness in more than one of the types of Indebtedness described above;

(iii) any other obligation of the obligor on such Indebtedness (or of any other Person who could have Incurred such Indebtedness under this Condition 6.1) arising under any guarantee, Lien, letter of credit, bankers' acceptance or other similar instrument or obligation securing or supporting such Indebtedness (other than such guarantee, Lien, letter of credit, bankers' acceptance or other similar instrument issued by the Issuer and securing or supporting Indebtedness of a Subsidiary) shall be disregarded to the extent that such guarantee, Lien, letter of credit, bankers' acceptance or other similar instrument or obligation secures or supports such Indebtedness; and

(iv) the amount of Indebtedness issued at a price that is less than the principal amount thereof shall be equal to the amount of the liability in respect thereof determined in accordance with IFRS.

(d) For purposes of determining compliance with this Condition 6.1, the Euro Equivalent of the principal amount of Indebtedness denominated in another currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or first drawn, in the case of Indebtedness Incurred under a revolving credit facility; provided that (i) if such Indebtedness is Incurred to refinance other Indebtedness denominated in a currency other than euro, and such refinancing would cause the applicable euro-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such euro-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced; (ii) the Euro Equivalent of the principal amount of any such Indebtedness outstanding on the Issue Date shall be calculated based on the relevant currency exchange rate in effect on the Issue Date; and (iii) if any such Indebtedness is subject to a Currency Agreement with respect to the currency in which such Indebtedness is denominated covering principal, premium, if any, and interest on such Indebtedness, the amount of such Indebtedness and such interest and premium, if any, shall be determined after giving effect to all payments in respect thereof under such Currency Agreement. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Issuer and the Subsidiaries may Incur pursuant to this covenant shall not be deemed to be exceeded, with respect to any outstanding Indebtedness, solely as a result of fluctuations in the exchange rate of currencies.

6.2 **Limitation on Liens**

The Issuer will not, and will not permit any Subsidiary to, directly or indirectly, Incur or permit to exist any Lien on any of its properties (including Capital Stock of a Subsidiary), whether owned at the Issue Date or thereafter acquired, securing Indebtedness ("**Initial Liens**") other than Permitted Liens without effectively providing that the Notes shall be secured (i) equally and rateably with the Indebtedness so secured or (ii) if such Indebtedness is Subordinated Indebtedness, prior to the Subordinated Indebtedness so secured, for so long as such Indebtedness is so secured. Any Lien thereby created in favour of the holders of the Notes under this Condition 6.2 will be automatically and unconditionally released and discharged upon (a) the release and discharge of the Initial Lien to which it relates or (b) any sale, exchange or transfer to any Person, which is not the Issuer or an Affiliate of the Issuer, of the property or assets secured by such Initial Lien or of all the Capital Stock of the entity holding such property or assets (or of a Person of which such entity is a Subsidiary), in each case, that is otherwise permitted by these Conditions (but only if all other Liens on the same property or assets that were required to be given under the terms of other Indebtedness as a result of the Initial Lien having been given or having arisen have also been, or upon such sale, exchange or transfer, would also be, unconditionally released and discharged).

6.3 **Merger and Consolidation**

(a) The Issuer shall not, in a single transaction or through a series of transactions, consolidate with or merge with or into any other Person, or sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of the Issuer's properties and assets to any other Person or Persons.

(b) Clause (a) will not apply if:

(i) at the time and immediately after giving effect to any such consolidation or merger, either (x) the Issuer shall be the continuing corporation or (y) the Person (if other than the Issuer) formed by or surviving any such consolidation or merger or to which such sale, assignment, conveyance, transfer, lease or other disposition of all or substantially all of the Issuer's properties and assets or all or substantially all of the properties and assets of the Issuer and of the Subsidiaries on a consolidated basis has been made (the "**Surviving Entity**"):

(A) shall be a corporation duly organised and validly existing under the laws of France, any other member state of the European Union, Switzerland, the United States of America, any state thereof or the District of Columbia; and

(B) expressly assumes the obligations of the Issuer under the Notes, the Trust Deed (pursuant to a supplemental Trust Deed) and the Agency Agreement (pursuant to a supplemental Agency Agreement), in form and substance reasonably satisfactory to the Trustee, and the Notes and the Trust Deed remain in full force and effect as so supplemented;

(ii) immediately after giving effect to any such consolidation, merger, sale, assignment, transfer, lease or other disposition on a *pro forma* basis (and treating any Obligation of the Issuer or any Subsidiary incurred in connection with or as a result of such transaction or series of transactions as having been incurred by the Issuer or any Subsidiary at the time of such transaction), no Default or Event of Default shall have occurred and be continuing;

(iii) immediately after giving effect to any such consolidation, merger, sale, assignment, transfer, lease or other disposition on a *pro forma* basis (on the assumption that such transaction or series of transactions occurred on the first day of the two-half-year period immediately prior to the consummation of such transaction or series of transactions for which internal financial statements of the Issuer are available, with the appropriate adjustments with respect to the transaction or series of transactions being included in such *pro forma* calculation):

(A) the Issuer (or the Surviving Entity if the Issuer is not a continuing obligor under these Conditions) could Incur at least €1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in clause (a) of Condition 6.1; or

(B) the Fixed Charge Coverage Ratio of the Issuer (or if applicable, the Surviving Entity) would not be less than it was immediately prior to giving such *pro forma* effect to such transaction; and

(iv) the Issuer or the Surviving Entity shall have delivered to the Trustee, in a form and substance reasonably satisfactory to the Trustee, an Officer's Certificate (attaching the computations to demonstrate compliance with sub-clauses (ii) and (iii) above) and an Opinion of Counsel, each stating that such consolidation, merger, sale, assignment, conveyance, transfer, lease or other disposition, and if a supplemental Trust Deed and a supplemental Agency Agreement are required in connection with such transaction such supplemental Trust Deed and supplemental Agency Agreement, will comply with the requirements of the Trust Deed and the Agency Agreement and such supplemental Trust Deed and supplemental Agency Agreement have been duly authorised, executed and delivered by the Issuer and/or Surviving Entity and constitute legal, valid, binding and enforceable obligations of each such party thereto, provided that in giving such opinion such counsel may rely on an Officer's Certificate as to compliance with the foregoing clauses (ii) and (iii) and as to matters of fact and such opinion may contain customary assumptions and qualifications. No Opinion of Counsel shall be required for a consolidation, merger, sale, assignment, conveyance, transfer, lease or other disposition described in paragraph (c) of this Condition 6.3.

(c) (A) Paragraph (a) of this Condition 6.3 shall not apply to any transaction in which any Subsidiary consolidates with, merges into or transfers all or part of its assets to the Issuer (with the Issuer as the Surviving Entity thereof) and (B) sub-clauses (ii) and (iii) of paragraph (b) of this Condition 6.3 shall not apply if the Issuer consolidates or merges with or into or transfers all or substantially all its properties and assets to (x) an Affiliate of the Issuer that is incorporated or organised for the purpose of reincorporating or reorganizing the Issuer in another jurisdiction or changing its legal structure to another entity or (y) a Subsidiary of the Issuer so long as all assets of the Issuer and the Subsidiaries of the Issuer immediately prior to such transaction (other than Capital Stock of such Subsidiary) are owned by such Subsidiary and its Subsidiaries immediately after the consummation thereof.

(d) In the case of any transaction complying with this Condition to which the Issuer is a party, the Surviving Entity shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under the Trust Deed; provided that the predecessor Issuer shall not be relieved from its obligations to pay the principal and interest on the Notes in the case of a lease of all or substantially all of the assets of the Issuer and the Subsidiaries taken as a whole.

6.4 **Limitation on Issuances of Guarantees of Indebtedness**

(a) The Issuer will not cause or permit any Subsidiary to guarantee (whether directly or indirectly) any Indebtedness of the Issuer (other than the Notes but including, for the avoidance of doubt, Indebtedness under any Credit Facility Incurred pursuant to Condition 6.1(b)(i)) and without limitation, unless (x) the Issuer simultaneously causes such Subsidiary to provide, by way of a supplemental Trust Deed in form and substance reasonably satisfactory to the Trustee, a guarantee of the Notes on a substantially identical basis and ranking senior to or *pari passu* with such Subsidiary's guarantee of such other Indebtedness of the Issuer, which guarantee of the Notes shall be legally valid and enforceable to at least the same degree as such guarantee of other Indebtedness of the Issuer and shall be in effect for so long as such Subsidiary's guarantee of such other Indebtedness of the Issuer remains in effect, and (y) with respect to any guarantee of Subordinated Indebtedness of the Issuer by such Subsidiary, any such guarantee shall be subordinated to such Subsidiary's guarantee with respect to the Notes at least to the same extent as such Subordinated Indebtedness is subordinated to the Notes. Any guarantee by a Subsidiary of the Notes that is required by the immediately preceding sentence may, as necessary, be subject to any limitation under applicable law (including, without limitation, laws relating to maintenance of share capital, corporate benefit, fraudulent conveyance or transfer, transactions under value, voidable preference and financial assistance), provided that such limitation also applies to such guarantee of such other Indebtedness of the Issuer to at least the same extent as it applies to such guarantee of the Notes.

(b) This Condition 6.4 shall not be applicable to any guarantees by any Subsidiary: (i) that existed as of the Issue Date or at the time such Person became a Subsidiary if the guarantee was not Incurred in connection with, or in contemplation of, such Person becoming a Subsidiary; or (ii) given to a bank or trust company or other financial institution referred to in clause (ii) of the definition of Cash Equivalents in respect of or in connection with the operation of cash management or pooling programs or treasury arrangements or similar arrangements established for the Issuer's benefit or that of any member of the Group.

(c) Notwithstanding the foregoing, the Issuer shall not be obliged to cause such Subsidiary to guarantee the Notes pursuant to this Condition 6.4 to the extent that such guarantee by such Subsidiary would reasonably be expected to give rise to or result in a violation of applicable law which, in any case, cannot be prevented or otherwise avoided through measures reasonably available to the Issuer or the Subsidiary or any liability for the officers, directors or shareholders of such Subsidiary. In the event that the Issuer shall seek, pursuant to the immediately preceding sentence, to cause or permit a Subsidiary to guarantee Indebtedness of the Issuer without such Subsidiary being obliged to guarantee the Notes (and prior to the issuance of such guarantee), the Issuer will deliver to the Trustee an Officer's Certificate to the effect that either (i) such Subsidiary cannot prevent or avoid a violation of applicable law that would reasonably be expected to arise or result from the giving of a guarantee by measures reasonably available to it or such Subsidiary or (ii) the giving of the guarantee by a Subsidiary would reasonably be expected to give rise to liability for the officers, directors or shareholders of such Subsidiary, and the Trustee shall accept such Officer's Certificate as sufficient evidence thereof without further liability to the Noteholders or any other Person in respect thereof.

(d) Any additional guarantee created for the benefit of the Noteholders pursuant to this Condition 6.4 will automatically and unconditionally be released under the same conditions and circumstances that the guarantee of the other Indebtedness of the Issuer that gave rise to the obligation to guarantee the Notes will be released, so long as no Event of Default would otherwise arise as a result and no other Indebtedness of the Issuer is at that time guaranteed by the relevant Subsidiary.

6.5 **Business Activities**

The Issuer will not, and will not permit any of its Subsidiaries to, engage in any business other than Permitted Businesses, except to such extent as would not be material to the Issuer and its Subsidiaries taken as a whole.

6.6 **Payments for Consent**

The Issuer will not, and will not permit any of its Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any holder of the Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Trust Deed, the Agency Agreement or the Notes unless such consideration is offered to be paid and is paid to all holders of the Notes that consent, waive or agree to amend in the time frame set out in the solicitation documents relating to such consent, waiver or agreement. Notwithstanding the foregoing, the Issuer and its Subsidiaries shall be permitted, in any offer or payment of consideration for, or as an inducement to, any consent, waiver or amendment of any of the terms or provisions of the Trust Deed, the Agency Agreement or the Notes, to exclude holders of Notes in any jurisdiction where (i) the solicitation of such consent, waiver or amendment, including in connection with an offer to purchase for cash, or (ii) the payment of the consideration therefor (A) would require the Issuer or any of its Subsidiaries to file a registration statement, prospectus or similar document under any applicable securities laws (including, but not limited to, the United States federal securities laws and the laws of the European Union or its member states), in each case, which the Issuer reasonably determines (acting in good faith) would be materially burdensome or (B) would otherwise not be permitted under applicable law in such jurisdiction.

6.7 **Reports**

As long as any Notes are outstanding, the Issuer will furnish to the holders of the Notes and to the Trustee:

(a) within 120 days after the end of the Issuer's fiscal year (beginning with the fiscal year ended 31 December 2024), annual reports, which shall contain the following information with a level of detail that is substantially comparable to the offering circular related to the issuance of the Notes on the Issue Date: (i) audited consolidated balance sheets of the Issuer as of the end of the two most recent fiscal years and audited consolidated income statements and statements of cash flow of the Issuer for the two most recent fiscal years, including complete footnotes to such financial statements and the report of the independent statutory auditors on the financial statements; (ii) an operating and financial review of the audited financial statements, including a discussion of the results of operations, financial condition and liquidity and capital resources, and a discussion of material commitments and contingencies and critical accounting policies; (iii) a description of the business, management and shareholders of the Issuer, all material affiliate transactions and a description of all material new contractual arrangements, including material debt instruments (unless such contractual arrangements were described in a previous annual or semi-annual report, in which case the Issuer need describe only any material changes); and (iv) material risk factors relating to the business of the Issuer and material recent developments;

(b) within 45 days following the end of the first half-year period in each fiscal year of the Issuer (beginning with the half-year ending 30 June 2024), semi-annual reports containing the following information: (i) an unaudited condensed consolidated balance sheet of the Issuer as of the end of such period and unaudited condensed consolidated statements of income and cash flow of the Issuer for the semi-annual period ending on the unaudited condensed consolidated balance sheet date and the comparable prior year period, together with condensed footnote disclosure; (ii) an operating and financial review of the unaudited financial statements, including a discussion of the results of operations, financial condition and liquidity and capital resources, and a discussion of changes in material commitments and contingencies and changes in critical accounting policies; and (iii) material recent developments;

(c) quarterly consolidated sales data of the Issuer for each of the first and third quarter of each fiscal year of the Issuer, in each case not later than 60 days after the end of the relevant quarter; and

(d) promptly after the occurrence of a material acquisition or disposition, any restructuring of the Issuer and its Subsidiaries, taken as a whole, any change in the Chief Executive Officer, Chief Financial Officer or any Executive Vice President of the Issuer, any change in auditors or any other material event that the Issuer announces publicly, a report containing a description of such event.

At the same time as it delivers the financial statements referred to in Condition 6.7(a), the Issuer shall deliver to the Trustee an Officer's Certificate certifying its compliance with this Condition 6 and that no Default or Event of Default has occurred or if it has, giving detail of such Default or Event of Default. The Trustee shall have no obligation to read or analyse any information or report delivered to it under this Condition 6.7 and shall have no obligation to determine whether any such information or report complies with the provisions of this Condition 6.7 and shall not be deemed to have notice of anything disclosed therein and shall incur no liability by reason thereof.

The Issuer will also make available copies of all reports required by this Condition 6.7 on its website. Notwithstanding the foregoing, the Issuer will be deemed to have provided such information to the holders of the Notes, the Trustee and prospective holders of the Notes if such information referenced above in clauses (a), (b), (c) and (d) above has been posted on the Issuer's website.

7. Suspension of Covenants During Achievement of Investment Grade Status

7.1 If during any period any Series of the Notes have achieved and for so long as such Series of the Notes continues to maintain Investment Grade Status and no Event of Default shall have occurred and be continuing (such period, an "**Investment Grade Status Period**"), upon written notice by the Issuer to the Trustee in an Officer's Certificate certifying such Investment Grade Status and the absence of any Event of Default, the following Conditions will be suspended and will not be applicable to the Issuer and the Subsidiaries during such period:

(a) Condition 6.1;

(b) Condition 6.2;

(c) Condition 6.3(b)(iii); and

(d) Condition 6.4.

Covenants and other provisions of these Conditions that are suspended during an Investment Grade Status Period will be immediately reinstated and will continue to exist during any period in which such Series of the Notes does not have Investment Grade Status. No action taken during an Investment Grade Status Period or prior to an Investment Grade Status Period in compliance with the covenants then applicable will constitute a Default or an Event of Default under the Notes in the event that suspended covenants and provisions are subsequently reinstated or suspended, as the case may be. For the avoidance of doubt, an Investment Grade Status Period will not commence until the Issuer has provided written notice to the Trustee in accordance with this Condition 7.1.

For purposes of this Condition, "**Investment Grade Status**" exists as of any time if at such time the Notes have been assigned at least two of the following ratings: (i) BBB- or higher by S&P, (ii) Baa3 or higher by Moody's, or (iii) BBB- or higher by Fitch.

8. Currency Indemnity

8.1 Euros are the sole currency of account and payment for all sums payable by the Issuer under the Notes and the Trust Deed. Any amount received or recovered in a currency other than euros in respect of the Notes (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or in the winding-up or dissolution of the Issuer or its Subsidiaries or otherwise) by the Trustee or a holder of the Notes in respect of any sum expressed to be due to it from the Issuer shall constitute a discharge of the Issuer only to the extent of the euros amount which the recipient is able to purchase with the amount so received or recovered in such other currency, on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that euro amount is less than the euro amount expressed to be due to the recipient under any Note, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this indemnity, it will be sufficient for the Trustee or the holders of the Notes to certify (indicating the sources of information used) that it would have suffered a loss had the actual purchase of euros been made with the amount so received in that other currency on the date of receipt or recovery (or, if a purchase of euros on such date had not been practicable, on the first date on which it would have been practicable).

8.2 The indemnity set forth in Condition 8.1, to the extent permitted by law:

(a) constitutes a separate and independent obligation from the other obligations of the Issuer;

(b) shall give rise to a separate and independent cause of action;

(c) shall apply irrespective of any waiver granted by the Trustee or any holder of the Notes; and

(d) shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or any other judgment or order.

The indemnity pursuant to this Condition 8 shall be a senior obligation with respect to the Issuer on the same basis and to the same extent as all other payment obligations of the Issuer hereunder.

9. Events of Default

9.1 Each of the following is an Event of Default with respect to any Series of the Notes (each, an "**Event of Default**"):

(a) (x) a default in the payment of interest on such Series of the Notes when due, continued for 30 days, or (y) a default in the payment of Additional Amounts for 30 days after notice thereof to the Issuer;

(b) a default in the payment of principal of, or premium (if any) on, any Note in the applicable Series of the Notes when due at its Stated Maturity, upon optional redemption, a repurchase required by these Conditions, acceleration or otherwise;

(c) failure by the Issuer to comply with its obligations under Condition 5 or Condition 6.3;

(d) failure by the Issuer to comply for 60 days after written notice from the Trustee, or holders of at least 25% in aggregate principal amount of such Series of the Notes, with any other covenant contained in these Conditions or the Trust Deed;

(e) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer or any of its Subsidiaries (or the payment of which is guaranteed by the Issuer or any of its Subsidiaries), whether such Indebtedness now exists or is created after the Issue Date, if that default:

(v) is caused by a failure to pay principal of such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "**Payment Default**"); or

(vi) results in the acceleration of such Indebtedness prior to its Stated Maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates €175 million or more;

(f) the taking of any of the following actions by the Issuer or any Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law: (A) the commencement of a voluntary case (including, the appointment of a voluntary administrator); (B) the consent to the entry of an order for relief against it in an involuntary case; (C) the consent to the appointment of a Custodian of it or for any substantial part of its property (unless such appointment is done on a solvent basis or is in connection with a transaction or series of related transactions permitted by Condition 6.3) or (D) the making of a general assignment for the benefit of its creditors;

(g) the Issuer or any Significant Subsidiary that is established in France (without prejudice to the other paragraphs of this Condition) (A) is unable to pay its due debt out of its available assets (*cessation des paiements*) within the meaning of Articles L.631-1 et seq. of the French Commercial Code; or (B) without limitation to the foregoing, is subject, on its own initiative or on the initiative of a third party, to: (1) an amicable liquidation or a dissolution (other than merger or dissolution permitted by these Conditions); (2) a request of nomination of a *mandataire ad hoc* as provided in Articles L.611-3 et seq. of the French Commercial Code; (3) the opening of proceedings for *sauvegarde, sauvegarde accélérée, redressement judiciaire* or *liquidation judiciaire*, (4) a bankruptcy judgment (redressement judiciaire or liquidation judiciaire) in accordance with Articles L.631-1 et seq. and L.640-1 et seq. of the French Commercial Code or a judgment for the *cession totale ou partielle de l'entreprise* in accordance with Articles L.642-1 et seq. of the French Commercial Code; or (5) a conciliation proceeding under L.611-4 et seq. of the French Commercial Code;

(h) a court of competent jurisdiction enters an order, judgment or decree under any Bankruptcy Law that: (A) is for relief against the Issuer or any Significant Subsidiary in an involuntary case; (B) appoints a Custodian of the Issuer or any Significant Subsidiary or for any substantial part of any of their respective property; or (C) orders the winding-up or liquidation of the Issuer or any Significant Subsidiary (unless such winding up or liquidation is done on a solvent basis or is in connection with a transaction or series of related transactions permitted by Condition 6.3); and in any of (A) through (C) the order or decree remains unstayed and in effect for 60 consecutive days; or

(i) the rendering of any final judgment by a court of competent jurisdiction for the payment of money in an amount (net of any insurance or indemnity payments actually received in respect thereof prior to or within 60 days from the entry thereof, or to be received in respect thereof in the event any appeal thereof will be unsuccessful) in excess of €175 million against the Issuer or a Significant Subsidiary that is not discharged, or bonded or insured by a third Person, if such judgment or decree is not discharged, waived or stayed for a period of 60 consecutive days.

9.2

(a) If an Event of Default (other than an Event of Default specified in sub-clauses (f), **Error! Reference source not found.** or (g) of Condition 9.1) occurs and is continuing, the Trustee (subject as provided below in this Condition 9.2) or the holders of at least 25% in principal amount of an outstanding Series of the Notes may declare by notice in writing to the Issuer (an "**Acceleration Notice**") such Series of the Notes to be immediately due and repayable at their principal amount together with accrued interest and all other amounts due on all such Notes; provided, however, that, after delivery of such an Acceleration Notice, but before a judgment or decree based on acceleration, the holders of a majority in aggregate principal amount of the outstanding relevant Series of the Notes may rescind and annul such acceleration and waive the Default resulting from non-payment of accelerated principal, interest and other amounts due (or instruct the Trustee to do so subject as provided in Condition 9.2) if all Events of Default, other than such non-payment of accelerated principal, interest and other amounts due, have been cured or waived. Upon delivery of an Acceleration Notice, such principal and interest and all other amounts due shall be due and payable immediately. If an Event of Default relating to sub-clauses (f), **Error! Reference source not found.** or (g) of Condition 9.1 occurs, such Series of the Notes will automatically become and be immediately due and payable at such amount aforesaid without the requirement for any Acceleration Notice or other act on the part of the Trustee or any holders of the Notes and, for the avoidance of doubt, any requirement for an Event of Default to be continuing will be satisfied upon such automatic acceleration.

(b) Notwithstanding Condition 9.2(a) above, in the event of an Acceleration Notice being delivered in respect of a Series of the Notes because an Event of Default specified in Condition 9.1(e) above shall have occurred and be continuing, such Acceleration Notice and such Event of Default and all consequences thereof (including any acceleration or resulting payment default) shall be annulled, waived and rescinded automatically and without any action by the Trustee or the holders of the Notes of such Series of the Notes, and be of no further effect, if the Payment Default or other default triggering such Event of Default pursuant to Condition 9.1(e) shall be remedied or cured by the Issuer or a Subsidiary or waived by the holders of the relevant Indebtedness within 60 days after the Acceleration Notice with respect thereto and if (a) the annulment of the acceleration of the Series of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (b) all existing Events of Default, except non-payment of principal, premium or interest on the Series of the Notes that became due solely because of the acceleration of the Series of the Notes, have been cured or waived.

(c) The Trustee may at any time, at its discretion and without notice, take such steps, actions or proceedings against the Issuer as it may think fit to enforce the provisions of the Trust Deed and any Series of the Notes, but it shall not be bound to take any such proceedings or any other step or action in relation to the Trust Deed or the Notes (including, without limitation any action under Condition 9.1 or 9.2(a)) unless (a) subject, where applicable, to the provisions of Condition 12.1, it has been so directed by an Extraordinary Resolution (as defined in the Trust Deed) of the holders of the applicable Series of the Notes or so requested in writing by the holders of at least 25% in principal amount of the applicable Series of the Notes then outstanding and (b) it has been indemnified and/or secured and/or pre-funded to its satisfaction.

9.3 In the event that holders of Notes declare a Series of the Notes to be accelerated pursuant to Condition 9.2(a), the Trustee shall be entitled to rely on such Acceleration Notice (or any amendment or rescission referred to in Condition 9.2(b)) without any further investigation or liability to any party in connection therewith. Other than as provided in Condition 9.2, no holder of Notes shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

10. No Personal Liability of Directors, Officers, Employees and Shareholders

No director, officer, employee, incorporator or stockholder, as such, of the Issuer or any Subsidiary of any thereof shall have any liability for any obligation of the Issuer under these Conditions, the Trust Deed or the Notes or for any claim based on, in respect of, or by reason of, any such obligation or its creation. Each holder, by accepting the Notes, waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

11. Prescription

Claims against the Issuer for payment of principal and interest in respect of the Notes will be prescribed and become void unless made, in the case of principal and premium, within ten years or, in the case of interest and Additional Amounts, within five years after the relevant date for payment thereof.

12. Amendments and Waivers

12.1 The Trust Deed contains provisions for convening meetings of the holders of the applicable Series of the Notes to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution (as defined in the Trust Deed) of any of these Conditions or any of the provisions of the Trust Deed. The quorum at any meeting for passing an Extraordinary Resolution will be one or more Eligible Persons (as defined in the Trust Deed) present holding or representing more than 50% in aggregate principal amount of the Series of the Notes for the time being outstanding, except that, at any meeting the business of which includes the modification or abrogation of certain of the provisions of these Conditions and certain of the provisions of the Trust Deed in each case as set forth in Condition 12.2 below, the necessary quorum for passing an Extraordinary Resolution will be one or more Eligible Persons present holding or representing not less than 75% of the principal amount of the Series of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the holders of a Series of the Notes will be binding on all holders of such Series of the Notes, whether or not they are present at the meeting. Once the requisite quorum is achieved at any meeting, any Extraordinary Resolution may be passed by holders of a Series of the Notes who are present at such meeting and who hold or represent more than 50% or, in respect of any Extraordinary Resolution relating to any matters described in Condition 12.2, $66\frac{2}{3}$% in aggregate principal amount of such Series of the Notes held by all holders of such Series of the Notes who are present or represented at such meeting.

The Trust Deed also provides that a resolution in writing and signed by or on behalf of holders of more than 50% in aggregate principal amount of the Series of the Notes for the time being outstanding (or in respect of the matters set forth below in Condition 12.2, not less than 75% in aggregate principal amount of the Series of the Notes for the time being outstanding) shall have the same effect as an Extraordinary Resolution passed at a meeting as described above.

12.2 The matters that require a quorum of 75% at any meeting of holders of the Series of the Notes or that require a direction or request or the consent of holders of at least 75% in aggregate principal amount of the Series of the Notes for the time being outstanding, as described in Condition 12.1, are:

(a) reducing the principal amount of Notes whose holders must consent to an amendment or a waiver or the principal amount of Notes required to establish a quorum for passing an Extraordinary Resolution;

(b) reducing the rate of or extending the time for payment of interest on the Series of the Notes;

(c) reducing the principal of or changing the Stated Maturity of the Series of the Notes;

(d) reducing the premium payable upon the redemption of, or changing the date for any redemption of, Notes under Condition 3 or Condition 4.2 (or, after a Change of Control has already occurred, Condition 5);

(e) making any of the Notes of such Series of the Notes payable in a currency other than euro;

(f) impairing the right of any holder of such Series of the Notes to (i) receive payment of principal of and interest on such holder's Notes on or after the due dates therefor or (ii) institute suit for the enforcement of any payment on or with respect to such holder's Notes;

(g) making any change in the list of matters specified in this Condition 12.2;

(h) making any change in the ranking or priority of any Series of the Notes that would adversely affect the holders thereof;

(i) making any change in the provisions of Condition 4 that adversely affects the rights of the holders of the Series of the Notes or amending the terms of such Notes or the Trust Deed in each case in a manner that would result in the loss of an exemption from any of the Taxes described thereunder; or

(j) waiving a default in the payment of principal of or premium or interest on any Series of the Notes (except a rescission of acceleration of the Series of the Notes by the holders of the Series of the Notes thereof as provided above in these Conditions and a waiver of the payment default that resulted from such acceleration).

12.3 The Trustee may agree, without the consent of the holders of the Series of the Notes, (i) to any modification (other than any modification concerning a matter listed in Condition 12.2) of, or to the waiver or authorization of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement, or determine, without any such consent as aforesaid, that any Event of Default or Default shall not be treated as such (*provided* that, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the holders of the applicable Series of the Notes) or, (ii) to any modification of any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement which, in its opinion, is of a formal, minor or technical nature or to correct a manifest error.

12.4 In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorization or determination), the Trustee shall have regard to the general interests of the holders of the applicable Series of the Notes as a class but shall not have regard to any interests arising from circumstances particular to individual holders of the applicable Series of the Notes (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political subdivision thereof and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders except to the extent already provided for in Condition 4 and/or any undertaking given in addition to, or in substitution for, Condition 4 pursuant to the Trust Deed.

12.5 Any modification, abrogation, waiver, authorization or determination shall be binding on the holders of the applicable Series of the Notes and, unless the Trustee agrees otherwise, shall be notified by the Issuer to the relevant holders as soon as practicable thereafter in accordance with Condition 16.

12.6 The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction.

12.7 The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any of the Issuer's Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of the Issuer's Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the holders of such Series of the Notes and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

12.8 The Trustee may call for and rely upon an Officer's Certificate as to the amount of any defined term used in Conditions 6 or 9 as at any given time or for any specified period, as applicable, or as to compliance by the Issuer with any of the covenants contained in these Conditions, in which event such Officer's Certificate shall, in the absence of manifest error, be conclusive and binding on all parties and the Trustee shall not be bound in any such case to call for further evidence or be responsible for any liability that may be occasioned by it or any other person acting on such Officer's Certificate.

13. Listing

The Issuer will use its commercially reasonable efforts to maintain the listing of the Notes on the Global Exchange Market of Euronext Dublin (the "**GEM**") for so long as such Notes are outstanding; *provided* that if at any time the Issuer determines that it is unable to list or it can no longer reasonably comply with the requirements for listing the Notes on the GEM or if maintenance of such listing becomes unduly onerous, it will not be obliged to maintain a listing of the Notes on the GEM and will use its commercially reasonable efforts to obtain and maintain a listing of such Notes on another recognised stock exchange in Europe.

14. Agents

14.1 The Agents, when acting in that capacity, are acting solely as agents of the Issuer pursuant to the Agency Agreement and (to the extent provided therein and in the Trust Deed) the Trustee, and the Agents do not assume any obligation towards or relationship of agency or trust for or with any Noteholder.

14.2 The names of the Agents and their specified offices are set out in the Agency Agreement. The Issuer reserves the right under the Agency Agreement at any time with the prior written approval of the Trustee to remove the Registrar, the Transfer Agent and any Paying Agent and to appoint other or further Registrars and Paying Agents; *provided* that it will at all times maintain a Registrar with a specified office outside the United Kingdom. At least 5 Business Days' notice of any such removal or appointment and of any change in the specified office of the Registrar, the Transfer Agent and any Paying Agent will be given to the holders of the Notes in accordance with Condition 16.

15. Replacement of Notes

If any Note is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the specified office of the Registrar, the Transfer Agent or any Paying Agent upon payment by the claimant of such costs as may be incurred in connection with such replacement and on such terms as to evidence, security, indemnity or otherwise as the Issuer may reasonably require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

16. Notices

All notices to the holders of a Series of the Notes regarding such Notes will be mailed to them at their respective addresses in the Register and will be deemed to have been given on the fourth Business Day after the date of mailing.

So long as a Series of the Notes are represented by a global certificate and such global certificate is held on behalf of a clearing system, notices to the holders thereof may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders. In addition, so long as a Series of the Notes are listed on Euronext Dublin and traded on the GEM, notices to the holders thereof will be published either in a daily newspaper of general circulation in Ireland or on the website of Euronext Dublin.

17. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Conditions under the Contracts (Rights of Third Parties) Act 1999.

18. Governing Law, Submission to Jurisdiction and Service of Process

The Trust Deed and the Notes, including any non-contractual obligations arising out of or in connection with them, are governed by, and shall be construed in accordance with, English law.

The courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed and the Notes and accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Trust Deed or the Notes may be brought in such courts.

The parties have irrevocably waived in the Trust Deed any objection which they may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum.

The Issuer has agreed in the Trust Deed that the process by which any Proceedings are commenced in England pursuant to this Condition 18 may be served on it by being delivered to Law Debenture Corporate Services Limited, Eight Floor, 100 Bishopsgate, London, EC2N 4AG, United Kingdom. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Trustee shall be entitled to appoint such a person by written notice to the Issuer. The Issuer has agreed that the failure of any process agent to notify it of any process will not invalidate the relevant proceedings. Nothing herein shall affect the right of the Trustee and the holders of the Notes to serve process in any other manner permitted by law.

19. Definitions

"**Acquired Debt**" means, with respect to any specified Person:

(a) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is Incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary; and

(b) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"**Additional Amounts**" has the meaning set forth in Condition 4.1.

"**Additional Notes**" has the meaning set forth in Condition 2.2.

"**Affiliate**" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "**control**" when used with respect to any Person means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. For purposes of this definition, the terms "**controlling**", "**controlled by**" and "**under common control with**" have meanings correlative to the foregoing.

"**Attributable Indebtedness**" in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate borne by the Notes, compounded annually) of the total Obligations of the lessee for rental payments during the remaining term of the lease included in such Sale/Leaseback Transaction (including any period for which such lease has been extended); *provided*, *however*, that if such Sale/Leaseback Transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "**Capital Lease Obligation**".

"**Average Life**" means, as of the date of determination, with respect to any Indebtedness, the quotient obtained by dividing:

(a) the sum of the products of the numbers of years from the date of determination to the dates of each successive scheduled principal payment of or redemption or similar payment with respect to such Indebtedness, multiplied by the amount of such payment by

(b) the outstanding principal amount of such Indebtedness.

"**Bankruptcy Law**" means Title 11, U.S. Code, or any similar U.S. Federal, state or non-U.S. law for the relief of debtors, including any of the procedures referred to in Titles I to IV of Book VI of the French Commercial Code, and any analogous procedures in the jurisdiction of organization of the Issuer from time to time or of any present or future Significant Subsidiary.

"**Board of Directors**" means, for any Person, the board of directors or other governing body of such Person or, in either case, any committee thereof duly authorised to act on behalf of such board or other governing body. With respect to the Issuer, the "**Board of Directors**" means the Issuer's board of directors (*conseil d'administration*) or any committee thereof.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banking institutions are authorised or required by law to close in London or Paris, and (in relation to any date for payment or purchase of euros) other than any other day on which the Trans-European Automated Real Time Gross Settlement Express Transfer payment system is closed for settlement of payments in euros.

"**Capital Lease Obligation**" means an obligation that is required to be classified and accounted for as a capital or finance lease for financial reporting purposes in accordance with IFRS, and the amount of Indebtedness represented by such obligation shall be the capitalised amount of such obligation determined in accordance with IFRS; and the Stated Maturity thereof shall be the date of the last scheduled payment of rent or any other amount due under such lease without payment of a penalty.

"**Capital Stock**" of any Person means any and all shares, interests (including partnership interests), rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

"**Cash Equivalents**" means any of the following: (i) securities issued or fully guaranteed or insured by the United States of America or a member state of the European Union or any agency or instrumentality of any thereof maturing within 360 days of the date of acquisition thereof; (ii) time deposit accounts, certificates of deposit, banker's acceptances and money market deposits (and similar instruments) with maturities of 12 months or less from the date of acquisition issued by a bank or trust company which is organised under, or authorised to operate as a bank or trust company under, (x) a member state of the European Union or of the United States of America or any state thereof, Canada or Switzerland (*provided* that such bank or trust company has capital, surplus and undivided profits aggregating in excess of U.S.$500.0 million (or the foreign currency equivalent thereof as of the date of the relevant investment) and whose long-term debt is rated at least "A3" by Moody's or at least "A-" by S&P or the equivalent rating category of another internationally recognised rating agency) or (y) any jurisdiction outside the European Union, the United States of America or any state thereof, Canada or Switzerland, *provided* that in the case of (y) such bank or trust company is either (a) a controlled Affiliate of a bank or trust company meeting the conditions of sub-clause (x) or (b) a bank or trust company (including successors thereto) which, at any time during the 12-month period preceding the Issue Date, has issued to the

Issuer or any Subsidiary time deposit accounts, certificates of deposit, bankers' acceptance and money market deposits (and similar instruments) with maturities of 12 months or less from the date of acquisition; (iii) commercial paper of a corporation (other than the Issuer or its Affiliates), maturing not more than 270 days from the date of acquisition, rated at least "A2" or the equivalent thereof by S&P or at least "P2" or the equivalent thereof by Moody's (or, if at such time neither is issuing ratings, then a comparable rating of another nationally recognised rating agency), (iv) money market instruments, commercial paper or other short term obligations rated at least "A2" or the equivalent thereof by S&P or at least "P2" or the equivalent thereof by Moody's (or, if at such time neither is issuing ratings, then a comparable rating of another nationally recognised rating agency), (v) investments in money market funds subject to the risk limiting conditions of Rule 2a-7 or any successor rule of the SEC under the Investment Company Act of 1940, as amended and (vi) investments correlative in type, maturity and rating to any of the foregoing denominated in foreign currencies or at foreign institutions.

"**Commodities Agreement**" means, in respect of any Person, any commodity futures contract, forward contract, option or similar agreement or arrangement (including derivative agreements or arrangements), designed to protect such Person against, or manage such Person's exposure to, fluctuations in commodity or raw material prices.

"**Consolidated EBITDA**" means, with respect to the Issuer for any period, the Consolidated Net Income of the Issuer for such period, plus the following to the extent deducted in calculating such Consolidated Net Income, without duplication:

(a) provision for all taxes based on income, profits or capital, for the Issuer and its Subsidiaries, as determined on a consolidated basis in accordance with IFRS, for such period; plus

(b) the Fixed Charges of the Issuer and its Subsidiaries which are Subsidiaries for such period; plus

(c) depreciation, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges and expenses (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) of such Person and its Subsidiaries for such period; plus

(d) any expenses or charges of the Issuer and its Subsidiaries related to any equity offering or issuance or Incurrence of Indebtedness permitted by these Conditions (whether or not consummated or Incurred); plus

(e) any unrealised foreign currency translation losses (including losses related to currency remeasurements of Indebtedness) of the Issuer and its Subsidiaries for such period, to the extent that such losses were taken into account in computing such Consolidated Net Income; minus

(f) any unrealised foreign currency translation gains (including gains related to currency remeasurements of Indebtedness) of the Issuer and its Subsidiaries for such period, to the extent that such gains were taken into account in computing such Consolidated Net Income; minus

(g) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business,

in each case, on a consolidated basis and determined in accordance with IFRS.

"**Consolidated Net Income**" means, for any period, the net income (loss) of the Issuer and its Subsidiaries for such period, determined on a consolidated basis in accordance with IFRS and before any reduction in respect of Preferred Stock dividends; *provided* that there shall not be included in such Consolidated Net Income:

(a) the net income (loss) of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting, except to the extent of the amount of dividends or similar distributions paid in cash to the Issuer or a Subsidiary of the Issuer;

(b) any net after-tax gain or loss realised upon the sale or other disposition of any asset of the Issuer or any Subsidiary (including pursuant to any Sale/Leaseback Transaction) that is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by the Board of Directors or a member of the senior management of the Issuer);

(c) any item classified as an extraordinary, unusual or a nonrecurring gain, loss or charge (including fees, expenses and charges associated with any acquisition, merger or consolidation after the Issue Date);

(d) the cumulative effect of a change in accounting principles;

(e) all deferred financing costs written off and premiums paid in connection with any early extinguishment of Indebtedness;

(f) the ineffective part of gains and losses from Hedging Obligations eligible for hedge accounting under IFRS, and the gains and losses from Hedging Obligations not eligible for hedge accounting under IFRS;

(g) any non-cash compensation charge arising from any grant of stock, stock options or other equity based awards to the extent otherwise included in Consolidated Net Income; and

(h) any impairment of goodwill.

"**Consolidated Senior Net Indebtedness**" means, with respect to the Issuer as of any date of determination, (1) the aggregate amount outstanding on such date of all Indebtedness Incurred by Subsidiaries of the Issuer (excluding Hedging Obligations entered into for *bona fide* hedging purposes and not for speculative purposes, as determined in good faith by a responsible financial or accounting Officer of the Issuer), *less* (2) (A) the amount of cash and Cash Equivalents that would be stated on the consolidated balance sheet of the Issuer and its Subsidiaries as of such date in accordance with IFRS and (B) €1,056 million (being the amount of additional liabilities that were recognised on the consolidated balance sheet of FORVIA as of 31 December 2023 following the adoption of IFRS 16 *Leases*).

"**Consolidated Senior Net Indebtedness Ratio**" means, as of any date of determination, the ratio of (1) the Consolidated Senior Net Indebtedness of the Issuer on such date to (2) the Consolidated EBITDA for the Issuer's most recently ended two fiscal half-years for which internal financial statements are available immediately preceding such date. In the event that the Issuer or any of its Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems Preferred Stock or Disqualified Stock subsequent to the commencement of the two-half-year reference period for which the Consolidated Senior Net Indebtedness Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Consolidated Senior Net Indebtedness Ratio is made (the "**Calculation Date**"), then the Consolidated Senior Net Indebtedness Ratio will be calculated giving *pro forma* effect (determined in good faith by a responsible accounting or financial officer of the Issuer) to such incurrence, assumption, guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of Preferred Stock or Disqualified Stock, and the use of the net proceeds therefrom, as if the same had occurred at the beginning of such two-half-year reference period; *provided, however*, that the *pro forma* calculation shall not give effect to (i) any Indebtedness Incurred on the Calculation Date pursuant to the provisions described in clause (b) of Condition 6.1 or (ii) the discharge on the Calculation Date of any Indebtedness to the extent that such discharge results from the proceeds Incurred pursuant to the provisions described in clause (b) of Condition 6.1.

In addition, for purposes of calculating the Consolidated Senior Net Indebtedness Ratio:

(a) acquisitions that have been made by the Issuer or any of its Subsidiaries, including through mergers or consolidations, or by any Person or any of its Subsidiaries acquired by the Issuer or any of the Issuer's Subsidiaries, and including all related financing transactions and including increases in ownership of Subsidiaries, during the two-half-year reference period or subsequent to such reference period and on or prior to the Calculation Date, or that are to be made on the

Calculation Date, will be given *pro forma* effect (determined in good faith by a responsible accounting or financial officer of the Issuer) as if they had occurred on the first day of the two-half-year reference period;

(b) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with IFRS, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;

(c) any Person that is a Subsidiary on the Calculation Date will be deemed to have been a Subsidiary at all times during such two-half-year period; and

(d) any Person that is not a Subsidiary on the Calculation Date will be deemed not to have been a Subsidiary at any time during such two-half-year period.

"**Consolidated Total Assets**" means (i) the total amount of the consolidated assets of the Issuer and its consolidated subsidiaries, as set forth as "Total assets" in the consolidated balance sheet of the Issuer, as of the end of the most recently completed fiscal half-year or full-year period for which the Issuer's internal financial statements are available *less* (ii) €1,056 million (being the amount of additional assets that were recognised as "Total assets" on the consolidated balance sheet of FORVIA as of 31 December 2023 following the adoption of IFRS 16 *Leases*).

"**Credit Facilities**" means one or more facilities or arrangements, in each case with one or more banks or other lenders or institutions providing for revolving credit loans, term loans, receivables financings (including, without limitation, through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables or the creation of any Liens in respect of such receivables in favour of such institutions), letters of credit or other Indebtedness, in each case, including all agreements, instruments and documents executed and delivered pursuant to or in connection with any of the foregoing, including but not limited to any notes and letters of credit issued pursuant thereto and any guarantee agreement, letter of credit applications and other guarantees, in each case as the same may be amended, supplemented, waived or otherwise modified from time to time, or refunded, refinanced, restructured (including with respect to structural or contractual subordination), replaced, renewed, repaid, increased or extended from time to time (whether in whole or in part, whether with the original banks, lenders or institutions or other banks, lenders or institutions or otherwise, and whether provided under any Senior Credit Facility or one or more other credit agreements, commercial paper programs or facilities, indentures, financing agreements or other Credit Facilities or otherwise). Without limiting the generality of the foregoing, the term "Credit Facility" shall include any agreement (i) changing the maturity of any Indebtedness Incurred thereunder or contemplated thereby, (ii) adding Subsidiaries as additional borrowers or guarantors thereunder, (iii) increasing the amount of Indebtedness Incurred thereunder or available to be borrowed thereunder or (iv) otherwise altering the terms and conditions thereof.

"**Currency Agreement**" means, in respect of any Person, any foreign exchange contract, currency swap agreement or other similar agreement or arrangement (including derivative agreements or arrangements) Incurred in the ordinary course of business, as to which such Person is a party or beneficiary.

"**Custodian**" means any receiver, trustee, assignee, liquidator, custodian, voluntary administrator or similar official (including any "*administrateur judiciaire*", "*administrateur provisoire*", "*mandataire ad hoc*", "*conciliateur*" or "*mandataire liquidateur*") under any Bankruptcy Law.

"**Default**" means any event that is, or after notice or passage of time or both would be, an Event of Default.

"**Disqualified Stock**" means, with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder) or upon the happening of any event:

(a) matures or is mandatorily redeemable (other than redeemable only for Capital Stock of such Person which is not itself Disqualified Stock) pursuant to a sinking fund Obligation or otherwise;

(b) is convertible or exchangeable at the option of the holder for Indebtedness or Disqualified Stock; or

(c) is mandatorily redeemable or must be purchased upon the occurrence of certain events or otherwise, in whole or in part;

in each case on or prior to 91 days after the Stated Maturity of the Notes; *provided, however,* that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to purchase or redeem such Capital Stock upon the occurrence of a "change of control" occurring prior to 91 days after the Stated Maturity of the Notes shall not constitute Disqualified Stock if:

(a) the "change of control" provisions applicable to such Capital Stock are not more favourable to the holders of such Capital Stock than the terms applicable to the Notes under Condition 5; and

(b) any such requirement only becomes operative after compliance with such terms applicable to the Notes, including the purchase of any Notes tendered pursuant thereto.

The amount of any Disqualified Stock that does not have a fixed redemption, repayment or repurchase price will be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were redeemed, repaid or repurchased on any date on which the amount of such Disqualified Stock is to be determined pursuant to these Conditions; *provided, however*, that if such Disqualified Stock could not be required to be redeemed, repaid or repurchased at the time of such determination, the redemption, repayment or repurchase price will be the book value of such Disqualified Stock as reflected in the most recent financial statements of such Person.

"**Equity Offering**" means any public or private sale of ordinary shares, preference shares or other Capital Stock of, or contribution to the capital of, the Issuer (excluding Disqualified Stock) (other than a registration statement on Form S-8 or otherwise relating to ordinary shares or common equity issued or issuable under any employee benefit plan).

"**Escrowed Proceeds**" means the proceeds from the offering of any debt securities or other Indebtedness paid into escrow accounts with an independent escrow agent on the date of the applicable offering or incurrence pursuant to escrow arrangements that permit the release of amounts on deposit in such escrow accounts upon satisfaction of certain conditions or the occurrence of certain events. The term "Escrowed Proceeds" shall include any interest earned on the amounts held in escrow.

"**Euro Equivalent**" means, with respect to any monetary amount in a currency other than the euro, at any time of a determination thereof by the Issuer or the Trustee, the amount of euro obtained by converting such foreign currency involved in such computation into euro at the spot rate for the purchase of euro at such time with the applicable foreign currency as published in The Financial Times in the "Currencies" section (or, if The Financial Times is no longer published, or if such information is no longer available in The Financial Times, such source as may be selected in good faith by the Issuer) on the date of such determination. Except as provided for in Condition 6.1, whenever it is necessary to determine whether the Issuer has complied with any covenant in these Conditions or a Default has occurred and an amount is expressed in a currency other than euros, such amount will be treated as the Euro Equivalent determined as of the date such amount is initially determined in such currency.

"**European Union**" means the European Union and any member state of the United Kingdom, including member states prior to 1 May 2004 but excluding any country that became or becomes a member of the European Union on or after 1 May 2004.

"**Event of Default**" has the meaning set forth in Condition 9.1.

"**Fair Market Value**" means the value that would be paid by a willing buyer to an unaffiliated willing seller in an arm's-length transaction not involving distress of either party, as determined in good faith by the Board of Directors or a member of the senior management of the Issuer.

"**Fitch**" means Fitch Ratings and its successors.

"**Fixed Charge Coverage Ratio**" means, for any specified period, the ratio of (1) the Consolidated EBITDA of the Issuer for such period to (2) the Fixed Charges of the Issuer for such period. In the event that the Issuer or any of its Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems Preferred Stock subsequent to the commencement of the two-half-year reference period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "**Calculation Date**"), then the Fixed Charge Coverage Ratio will be calculated giving *pro forma* effect (determined in good faith by a responsible accounting or financial officer of the Issuer) to such incurrence, assumption, guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of Preferred Stock, and the use of the net proceeds therefrom, as if the same had occurred at the beginning of such two-half-year reference period; *provided, however,* that the *pro forma* calculation of Fixed Charges (other than for the purposes of calculation of the Fixed Charge Coverage Ratio under clause (b)(v) of Condition 6.1) shall not give effect to (i) any Indebtedness Incurred on the Calculation Date pursuant to the provisions described in clause (b) of Condition 6.1 or (ii) the discharge on the Calculation Date of any Indebtedness to the extent that such discharge results from the proceeds Incurred pursuant to the provisions described in clause (b) of Condition 6.1.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(a) acquisitions that have been made by the Issuer or any of its Subsidiaries, including through mergers or consolidations, or by any Person or any of its Subsidiaries acquired by the Issuer or any of the Issuer's Subsidiaries, and including all related financing transactions and including increases in ownership of Subsidiaries, during the two-half-year reference period or subsequent to such reference period and on or prior to the Calculation Date, or that are to be made on the Calculation Date, will be given *pro forma* effect (determined in good faith by a responsible accounting or financial officer of the Issuer) as if they had occurred on the first day of the two-half-year reference period;

(b) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with IFRS, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;

(c) the Fixed Charges attributable to discontinued operations, as determined in accordance with IFRS, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the Issuer or any of its Subsidiaries following the Calculation Date;

(d) any Person that is a Subsidiary on the Calculation Date will be deemed to have been a Subsidiary at all times during such two-half-year period;

(e) any Person that is not a Subsidiary on the Calculation Date will be deemed not to have been a Subsidiary at any time during such two-half-year period; and

(f) if any Indebtedness bears a floating rate of interest and such Indebtedness is to be given *pro forma* effect, the interest expense on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness if such Hedging Obligation has a remaining term as at the Calculation Date in excess of 12 months).

"**Fixed Charges**" means, with respect to any specified Person for any period, the sum, without duplication, of:

(a) the consolidated interest expense of such Person and its Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations (*minus*, with respect to Capital Lease Obligations, €59 million, being the amount of the related interest component that was recognised as interest expense on the consolidated income statement of the Issuer for the year ended 31 December 2023 following the adoption of IFRS 16 *Leases*), Attributable Indebtedness and Purchase Money Indebtedness, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations in respect of interest rates; plus

(b) the consolidated interest expense of such Person and its Subsidiaries that was capitalised during such period; plus

(c) any interest on Indebtedness of another Person that is guaranteed by such Person or one of its Subsidiaries or secured by a Lien on assets of such Person or one of its Subsidiaries, whether or not such guarantee or Lien is called upon; plus

(d) the product of (a) all dividends, whether paid or accrued and whether or not in cash, on any series of Preferred Stock of such Person or any of its Subsidiaries, other than dividends on Capital Stock payable solely in Capital Stock of the Issuer (other than Disqualified Stock) or to the Issuer or a Subsidiary of the Issuer, and (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, determined on a consolidated basis in accordance with IFRS.

"**Group**" means the Issuer together with any entities which the Issuer accounts for under the full consolidation method of accounting under IFRS.

"**guarantee**" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise). The term "**guarantee**" used as a verb has a correlative meaning. The term "**guarantor**" shall mean any Person guaranteeing any Obligation.

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodities Agreement.

"**IFRS**" means International Financial Reporting Standards as in effect on the Issue Date, or, with respect to the reporting requirements set forth in Condition 6.7, as in effect from time to time.

"**Incur**" or "**incur**" means to create, issue, assume, enter into a guarantee of, incur or otherwise become liable for; *provided, however*, that any Indebtedness of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary. The term "**Incurrence**" when used as a noun shall have a correlative meaning. Solely for purposes of determining compliance with Condition 6.1, the following will not be deemed to be the Incurrence of Indebtedness:

(a) amortization of debt discount or the accretion of principal with respect to a non-interest bearing or other discount security;

(b) the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Capital Stock in the form of additional Capital Stock of the same class and with the same terms; and

(c) the Obligation to pay a premium in respect of Indebtedness arising in connection with the issuance of a notice of redemption or the making of a mandatory offer to purchase such Indebtedness.

"**Indebtedness**" means, with respect to any Person on any date of determination (without duplication):

(a) the principal of indebtedness of such Person for borrowed money;

(b) the principal of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(c) all reimbursement obligations of such Person in respect of letters of credit or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have not then been reimbursed);

(d) all obligations of such Person to pay the deferred and unpaid purchase price of property (except (x) trade payables and accrued expenses Incurred by such Person in the ordinary course of business, (y) customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business and (z) deferred insurance premiums in the ordinary course of business), which purchase price is due more than one year after the date of placing such property in final service or taking final delivery and title thereto;

(e) all Capital Lease Obligations of such Person;

(f) all Attributable Indebtedness of such Person;

(g) the redemption, repayment or other repurchase amount of such Person with respect to any Disqualified Stock of such Person or any Preferred Stock of a Subsidiary of such Person (but excluding, in each case, any accrued dividends) (the amount of such obligation to be equal at any time to the maximum fixed involuntary redemption, repayment or repurchase price for such Capital Stock or, if less (or if such Capital Stock has no such fixed price), to the involuntary redemption, repayment or repurchase price therefor calculated in accordance with the terms thereof as if then redeemed, repaid or repurchased);

(h) all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; provided that the amount of Indebtedness of such Person shall be the lesser of (A) the Fair Market Value of such asset at such date of determination and (B) the amount of such Indebtedness of such other Persons;

(i) all guarantees by such Person of Indebtedness of other Persons, to the extent so guaranteed by such Person; and

(j) to the extent not otherwise included in this definition, net Hedging Obligations (*provided* that, for purposes of this clause (j), such term shall include Hedging Obligations entered into for speculative or non-speculative purposes) of such Person (the amount of any such obligation to be equal at any time to the greater of (x) the termination value of such agreement or arrangement giving rise to such Hedging Obligation that would be payable by such Person on such date and (y) the amount required under IFRS to be reflected on the balance sheet of such Person on such date),

if and to the extent any of the preceding items (other than items described under clauses (c), (f), (h), (i) and (j) above) would appear as a liability on a balance sheet (excluding the footnotes thereto) of the specified Person prepared in accordance with IFRS.

The term “**Indebtedness**” shall not include:

(a) in connection with the purchase by the Issuer or any of its Subsidiaries of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; provided, however, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter;

(b) any contingent obligations in respect of workers’ compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes;

(c) anything accounted for as an operating lease in accordance with IFRS; and

(d) obligations under or in respect of any Qualified Receivables Financing.

"**Interest Rate Agreement**" means any non-speculative interest rate swap agreement, interest rate cap agreement or other financial agreement or arrangement with respect to exposure to interest rates Incurred in the ordinary course of business.

"**Issue Date**" means 2024, which is the date of original issuance of the Original Notes.

"**Lien**" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind over one or more assets of any Person securing any Obligation of such Person (including any title transfer or other title retention agreement having a similar effect).

"**Maturity Date**" has the meaning set forth in Condition 2.1.

"**Moody's**" means Moody's Investors Service, Inc. and its successors.

"**Noteholder**" or "**holder**" means the Person in whose name a Note is registered on the Registrar's books.

"**Obligations**" means, with respect to any Indebtedness, all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements and other amounts payable pursuant to the documentation governing such Indebtedness.

"**Officer**" means the Chairman of the Board of Directors, the Chief Executive Officer (*Directeur Général*), the Chief Financial Officer (*Directeur Financier*) or any other member of the Executive Committee of the Issuer.

"**Officer's Certificate**" means a certificate signed by one Officer.

"**Opinion of Counsel**" means a written opinion from legal counsel who is reasonably acceptable to the Trustee. Such counsel may be an employee of or counsel to the Issuer.

"**Original Notes**" means the 2029 Notes and 2031 Notes issued on the Issue Date in an aggregate principal amount of € million and € million, respectively.

"**outstanding**" means in relation to the Notes all the Notes (including Additional Notes, if any) issued other than:

(a) those Notes which have been redeemed or purchased and cancelled;

(b) those Notes in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including premium (if any) and all interest payable thereon) have been duly paid to the Trustee or to the relevant Paying Agent in the manner provided in the Agency Agreement (and where appropriate notice to that effect has been given to the holders of the Notes in accordance with Condition 16) and remain available for payment (against presentation of the relevant Note, if required) in accordance with Conditions;

(c) those Notes which have become void under Condition 11;

(d) those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 15;

(e) (for the purpose only of ascertaining the principal amount of the Notes outstanding and without prejudice to the status for any other purpose of the relevant Notes) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 15; and

(f) a Global Certificate (within the meaning of the Trust Deed) to the extent that it shall have been exchanged for Notes in definitive form pursuant to its provisions;

provided that for each of the following purposes, namely:

(g) the right to attend and vote at any meeting of the Noteholders, or any of them, an Extraordinary Resolution or any written consent and any direction or request by the holders of the Notes;

(h) the determination of how many and which Notes are for the time being outstanding for the purposes of Conditions 9 and 12 and Schedule 3 of the Trust Deed;

(i) any discretion, power or authority (whether contained in these presents or vested by operation of law) which the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the holders of the Notes or any of them; and

(j) the determination by the Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the holders of the Notes or any of them,

those Notes (if any) which are for the time being held or beneficially owned by the Issuer, any Subsidiary of the Issuer or any of the their respective Affiliates and not cancelled shall (unless and until ceasing to be so held) be deemed not to be outstanding.

"**Permitted Business**" means (i) any business, services or activities engaged in by the Issuer or any of its Subsidiaries on the Issue Date and any other business, services or activities in the transportation industry and (ii) any businesses, services and activities that are related, complementary, incidental, ancillary or similar to any of those described in clause (i) or are extensions or developments of any thereof.

"**Permitted Liens**" means, with respect to any Person:

(a) pledges, deposits or Liens in connection with pensions, workers' compensation, unemployment insurance and other social security and other similar legislation or other insurance-related obligations (including, without limitation, pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements);

(b) pledges, deposits or Liens to secure the performance of bids, tenders, trade, government or other contracts (other than for borrowed money), obligations for utilities, leases, licenses, statutory obligations, completion guarantees, surety, judgment, appeal or performance bonds, other similar bonds, instruments or obligations, and other obligations of a like nature incurred in the ordinary course of business;

(c) Liens imposed by law, such as carriers', warehousemen's, mechanics', landlords', material men's, repair men's or other like Liens, in each case for sums not overdue for a period of more than 60 days or that are bonded or that are being contested in good faith by appropriate proceedings and, with respect to which, to the extent required by IFRS, appropriate reserve or other provisions have been made, or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with a good faith appeal or other proceedings for review and, to the extent required by IFRS, with respect to which appropriate reserve or other provisions have been made in respect thereof, and Liens arising solely by virtue of any statutory or common law provision relating to banker's Liens, rights of set off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution;

(d) Liens for taxes, assessments or other governmental charges not yet delinquent or the non-payment of which in the aggregate would not reasonably be expected to have a material adverse effect on the Issuer and its Subsidiaries or that are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the Issuer or a Subsidiary thereof, as the case may be, in accordance with IFRS;

(e) Liens in favour of issuers of surety bonds or letters of credit issued pursuant to the request of and for the account of such Person in the ordinary course of its business; provided, however, that such letters of credit do not constitute Indebtedness for borrowed money;

(f) filing of Uniform Commercial Code financing statements under U.S. state law (or similar filings under other applicable jurisdictions) in connection with operating leases in the ordinary course of business;

(g) bankers' Liens, rights of setoff or similar rights and remedies as to deposit accounts, Liens arising out of judgments or awards not constituting an Event of Default and notices of lis pendens and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(h) Liens on cash, Cash Equivalents or other property arising in connection with the defeasance, discharge or redemption of Indebtedness;

(i) Liens securing or arising by reason of any netting or set-off arrangement entered into in the ordinary course of banking or other trading activities;

(j) any interest or title of a lessor under any operating lease;

(k) easements (including reciprocal easement agreements), rights of way, building, zoning and similar restrictions, utility agreements, covenants, reservations, restrictions, encroachments, charges and other similar encumbrances or title defects incurred, or leases or subleases granted to others, in the ordinary course of business, which do not in the aggregate materially interfere with the ordinary conduct of the business of the Issuer and its Subsidiaries, taken as a whole;

(l) Liens on property or shares of Capital Stock of another Person at the time such other Person becomes a Subsidiary of such Person; provided, however, that such Liens were not Incurred in contemplation of such acquisition and the Liens may not extend to any other property owned by such Person or any of its Subsidiaries (other than assets and property affixed or appurtenant thereto);

(m) Liens on property at the time such Person or any of its Subsidiaries acquires the property, including any acquisition by means of a merger or consolidation with or into such Person or a Subsidiary of such Person; provided, however, that such Liens were not Incurred in contemplation of such acquisition and the Liens may not extend to any other property owned by such Person or any of its Subsidiaries (other than assets and property affixed or appurtenant thereto);

(n) Liens securing (a) Hedging Obligations incurred in accordance with Condition 6.1(b)(vii), (b) Purchase Money Indebtedness or Capital Lease Obligations incurred in accordance with Condition 6.1(b)(xi) and covering only the assets acquired or leased with or financed by the proceeds of such Purchase Money Indebtedness or Capital Lease Obligations and (c) Indebtedness of a Subsidiary incurred in accordance with Condition 6.1(b)(xiv) and covering only the assets of such Subsidiary;

(o) Liens on property or assets of a Subsidiary to secure Indebtedness of such Subsidiary only, and that is permitted to be Incurred pursuant to Condition 6.1;

(p) Liens existing on, or provided for under written arrangements existing on, the Issue Date;

(q) Liens (a) arising out of judgments, decrees, orders or awards (not otherwise giving rise to a Default) in respect of which the Issuer shall in good faith be prosecuting an appeal or proceedings for review, which appeal or proceedings shall not have been finally terminated, or if the period within which such appeal or proceedings may be initiated shall not have expired; and (b) leases, subleases, licenses or sublicenses of property and assets to third parties;

(r) Liens (a) created for the benefit of (or to secure) the Notes or (b) in favour of the Issuer or any Subsidiary;

(s) [Reserved];

(t) any encumbrance or restriction (including, but not limited to, put and call agreements) with respect to Capital Stock of any joint venture, including any Qualified Joint Venture, or similar arrangement pursuant to any joint venture or similar agreement;

(u) Liens securing Refinancing Indebtedness Incurred in respect of any Indebtedness secured by, or securing any refinancing, refunding, extension, renewal or replacement (in whole or in part) of any other obligation secured by, any other Permitted Liens, provided that any such new Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the obligations to which such Liens relate;

(v) Liens on specific items of inventory or other goods (and the proceeds thereof) of any Person securing such Person's obligations in respect of bankers' acceptances issued or created in the ordinary course of business for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(w) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods or assets entered into in the ordinary course of business;

(x) Liens on Securitisation Assets and related assets Incurred in connection with any Qualified Receivables Financing;

(y) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(z) any extension, renewal, refinancing or replacement, in whole or in part, of any Lien described in the foregoing clauses (a) through (y), provided that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced;

(aa) Liens on Escrowed Proceeds for the benefit of the related holders of debt securities or other Indebtedness (or the underwriters or arrangers thereof) or on cash set aside at the time of the incurrence of any Indebtedness or government securities purchased with such cash, in either case to the extent such cash or government securities prefund the payment of interest on such Indebtedness and are held in escrow accounts or similar arrangement to be applied for such purpose; and

(bb) Liens on property or assets of the Issuer to secure obligations of the Issuer in an aggregate amount at any time outstanding not to exceed the greater of €1,250 million and 4.0% of Consolidated Total Assets.

For purposes of this definition, the term "Indebtedness" shall be deemed to include interest on such Indebtedness.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"**Preferred Stock**", as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated), including "*actions de préférence*" issued under French law, that by its terms is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"**principal**" of a Note means the principal amount of the Note plus (unless the context requires otherwise) the premium, if any, payable on the Note that is due or overdue or is to become due at the relevant time.

"**Purchase Money Indebtedness**" means any Indebtedness (including Capital Lease Obligations) Incurred to finance the acquisition, leasing, construction, addition or improvement of property (real or personal) or assets, and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets or otherwise.

"**Qualified Joint Venture**" means any entity in which the Issuer or any Subsidiary owns 50.0% or less of the Capital Stock and that, directly or through Subsidiaries, is engaged in a Permitted Business.

"**Qualified Receivables Financing**" means any financing pursuant to which the Issuer or any of its Subsidiaries may sell, convey or otherwise transfer to any other Person or grant a security interest in, any accounts receivable (and related assets) in any aggregate principal amount equal to the Fair Market Value of such accounts receivable (and related assets), whether now existing or arising in the future, of the Issuer or any of its Subsidiaries; *provided* that (a) the covenants, events of default and other provisions applicable to such financing shall be customary for such transactions and shall be on market terms (as determined in good faith by a responsible accounting officer of the Issuer) at the time such financing is entered into, (b) the interest rate applicable to such financing shall be a market interest rate (as determined in good faith by a responsible accounting officer of the Issuer) at the time such financing is entered into and (c) such financing shall be non-recourse to the Issuer or any of its Subsidiaries except to the extent customary for such transactions.

"**refinance**" means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, purchase, redeem, substitute, supplement, reissue, restate, amend, defease or retire, or to issue other Indebtedness in exchange or replacement for, such Indebtedness. The terms "**refinanced**" and "**refinancing**" shall have correlative meanings.

"**Refinancing Indebtedness**" means Indebtedness that is Incurred to refinance any Indebtedness existing on the Issue Date or Incurred in compliance with these Conditions (including Indebtedness of the Issuer that refinances Indebtedness of any Subsidiary, to the extent permitted in these Conditions); *provided* that (1) if the Indebtedness being refinanced (the "**Refinanced Indebtedness**") is Subordinated Indebtedness, then such Refinancing Indebtedness, by its terms, shall be subordinate in right of payment to the Notes, as applicable, at least to the same extent as the Refinanced Indebtedness was so subordinated, (2) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the sum of (x) the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Refinanced Indebtedness, plus (y) accrued and unpaid interest thereon plus (z) fees, underwriting discounts, premiums and other costs and expenses incurred in connection with such Refinancing Indebtedness, (3) such Refinancing Indebtedness (x) has a final maturity date that is either (i) no earlier than the final maturity date of the Indebtedness being refinanced or (ii) after the final maturity date of the Notes and (y) has an Average Life as of the date of its Incurrence that is equal to or greater than the Average Life of the Refinanced Indebtedness and (4) Refinancing Indebtedness shall not include Indebtedness of a Subsidiary that refinances Indebtedness of the Issuer.

"**S&P**" means S&P Global Ratings and its successors.

"**Sale/Leaseback Transaction**" means a financing arrangement relating to property owned by the Issuer or a Subsidiary on the Issue Date or thereafter acquired by the Issuer or a Subsidiary whereby the Issuer or a Subsidiary transfers such property to a Person and the Issuer or a Subsidiary leases it from such Person.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Securitisation Assets**" means any accounts receivable (and related assets), whether now existing or arising in the future, that are subject to a Qualified Receivables Financing.

"**Senior Credit Facilities**" means (i) the €1,500.0 million syndicated multi-currency revolving credit facility dated 15 December 2014 between the Issuer and BNP Paribas, Crédit Agricole Corporate and Investment Bank, Natixis and Société Générale, among others, as amended and restated on 24 June 2016, further amended and restated on 15 June 2018 and further amended and restated on 28 May 2021 and further amended on 26 April 2022 and further amended and restated on 27 June 2023; and (ii) the ¥30.0 billion term and revolving facility dated 7 February 2020 between the Issuer and Mizuho Bank, Ltd., MUFG Bank, Ltd. and Sumitomo Mitsui Banking Corporation Europe Limited, Paris Branch (and "**Senior Credit Facility**" means each of them).

“**Series of the Notes**” has the meaning set forth in the preamble to the Conditions.

“**Significant Subsidiary**” means any Subsidiary of the Issuer which meets any of the following conditions:

(a) the Issuer’s and its other Subsidiaries’ investments in and advances to the Subsidiary exceed 10.0% of the total assets of the Issuer and its Subsidiaries consolidated as of the end of the most recently completed fiscal year;

(b) the Issuer’s and its other Subsidiaries’ proportionate share of the total assets (after intercompany eliminations) of the Subsidiary exceeds 10.0% of the total assets of the Issuer and its Subsidiaries consolidated as of the end of the most recently completed fiscal year; or

(c) the Issuer’s and its other Subsidiaries’ share of the income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principle of the subsidiary exclusive of amounts attributable to any non-controlling interests exceeds 10.0% of such income of the Issuer and its Subsidiaries consolidated for the most recently completed fiscal year;

provided, *however*, that any Subsidiary of the Issuer, which, when aggregated with all other Subsidiaries of the Issuer that are not otherwise Significant Subsidiaries and as to which any event described in clauses (f), **Error! Reference source not found.** and/or (g) of Condition 9.1 has occurred, shall be deemed to constitute a Significant Subsidiary in accordance with the criteria set forth above.

“**Stated Maturity**” means, with respect to any security or indebtedness, the date specified in such security or indebtedness as the fixed date on which the payment of principal of such security or indebtedness is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase or repayment of such security at the option of the holder thereof upon the happening of any contingency).

“**Subordinated Indebtedness**” means, any Indebtedness of the Issuer (whether outstanding on the Issue Date or thereafter Incurred) that is expressly subordinated in right of payment to Indebtedness under the Notes pursuant to a written agreement.

“**Subsidiary**” means, with respect to any specified Person:

(a) any corporation, association, *société d’exercice libéral* or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders’ agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); provided that any corporation, association or other business entity shall also be deemed to be a Subsidiary if and for so long as such corporation, association or other business entity is consolidated in the financial statements of such Person according to the full consolidation method in accordance with IFRS; and

(b) any partnership or limited liability company (other than entities covered by clause (a) of this definition) of which (a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

Unless the context specifies otherwise, the term “Subsidiary” refers to a Subsidiary, whether direct or indirect, of the Issuer.

“**Voting Stock**” means, at any time, all classes of Capital Stock of the Issuer then outstanding and normally entitled to vote in the Issuer’s general shareholders’ meetings.

BOOK-ENTRY, DELIVERY AND FORM

The Notes will be issued only in registered form and in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof.

The Notes are being sold in reliance on Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**Securities Act**") and will be represented on issue by an offshore global note (the "**Global Note**"), that will represent the aggregate principal amount of the Notes. The Global Note will be deposited with, and registered in the name of a nominee of the common depositary for, Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream**"). Beneficial interests in the Global Note may be held only through Euroclear or Clearstream or their participants at any time. By acquisition of a beneficial interest in the Global Note, the purchaser will be required to certify that it is not a U.S. Person (as defined in Regulation S) in reliance on Regulation S. See "*Subscription and Sale of the Notes*".

Beneficial interests in the Global Note will be subject to certain restrictions on transfer set out therein and under "*Subscription and Sale of the Notes*" and in the Agency Agreement.

Except in the limited circumstances described below (see "*– Exchange of the Global Note for Definitive Notes*"), owners of beneficial interests in the Global Note will not be entitled to receive physical delivery of Notes.

For so long as any of the Notes are represented by the Global Note, each person (other than another clearing system) who is for the time being shown in the records of Euroclear or Clearstream (as the case may be) as the holder of a particular aggregate principal amount of such Notes (each an "**Accountholder**") (in which regard any certificate or other document issued by Euroclear or Clearstream (as the case may be) as to the aggregate principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes) shall be treated as the holder of such aggregate principal amount of such Notes (and the expression "Noteholders" and references to "holding of Notes" and to "holder of Notes" shall be construed accordingly) for all purposes other than with respect to payments on such Notes, the right to which shall be vested solely in the nominee for the relevant clearing system (the "**Relevant Nominee**") in accordance with and subject to the terms of the Global Note. Each Accountholder must look solely to Euroclear or Clearstream, as the case may be, for its share of each payment made to the Relevant Nominee.

The Notes will be subject to certain transfer restrictions and certification requirements as set forth under "*Subscription and Sale of the Notes*".

Depository Procedures

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream (together, the "**Clearing Systems**") currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that we believe to be reliable, but none of the Issuer or the Initial Purchasers takes any responsibility for the accuracy of this section. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer or any other party to the Trust Deed will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Clearing Systems

Euroclear and Clearstream

Euroclear and Clearstream each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream have established an electronic bridge between their two systems across which their respective participants may settle trades with each other. Euroclear and Clearstream customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

Registration and Form

Book-entry interests in the Notes held through Euroclear and Clearstream will be represented by the Global Note registered in the name of a nominee of, and held by, a common depositary for Euroclear and Clearstream. As necessary, the Registrar will adjust the amounts of Notes on the Register for the accounts of Euroclear and Clearstream to reflect the amounts of Notes held through Euroclear and Clearstream, respectively. Beneficial ownership of book-entry interests in Notes will be held through financial institutions as direct and indirect participants in Euroclear and Clearstream.

The aggregate holdings of book-entry interests in the Notes in Euroclear and Clearstream will be reflected in the book-entry accounts of each such institution. Euroclear or Clearstream, as the case may be, and every other intermediate holder in the chain to the beneficial owner of book-entry interests in the Notes will be responsible for establishing and maintaining accounts for their participants and customers having interests in the book-entry interests in the Notes. The Registrar will be responsible for maintaining a record of the aggregate holdings of Notes registered in the name of a nominee of the common depository for Euroclear and Clearstream and/or, if individual certificates are issued in the limited circumstances described herein, holders of Notes represented by those individual certificates. Each paying agent will be responsible for ensuring that payments received by it from or on behalf of the Issuer for holders of book-entry interests in the Notes holding through Euroclear and Clearstream are credited to Euroclear or Clearstream, as the case may be.

We will not impose any fees in respect of holding the Notes; however, holders of book-entry interests in the Notes may incur fees normally payable in respect of the maintenance and operation of accounts in Euroclear or Clearstream.

Clearing and Settlement Procedures

Initial Settlement

Upon their original issue, the Notes will be in global form represented by the Global Note. Interests in the Notes will be in uncertified book-entry form. Purchasers electing to hold book-entry interests in the Notes through Euroclear and Clearstream accounts will follow the settlement procedures applicable to conventional Eurobonds. Book-entry interests in the Notes will be credited to Euroclear and Clearstream participants' securities clearance accounts on the business day following the issue date against payment.

Secondary Market Trading

Secondary market trades in the Notes will be settled by transfer of title to book-entry interests in the Clearing Systems. Title to such book-entry interests will pass by registration of the transfer within the records of Euroclear or Clearstream, as the case may be, in accordance with their respective procedures. Book-entry interests in the Notes may be transferred within Euroclear and within Clearstream and between Euroclear and Clearstream in accordance with procedures established for these purposes by Euroclear and Clearstream.

General

Neither Euroclear nor Clearstream is under any obligation to perform or continue to perform the procedures referred to above, and such procedures may be discontinued at any time. None of the Issuer, the Trustee, the Principal Paying Agent, the Registrar, the Transfer Agent or any of their agents will have any responsibility for the performance by Euroclear or Clearstream or their respective participants of their respective obligations under the rules and procedures governing their operations or the arrangements referred to above.

Exchange of the Global Note for Definitive Notes

The Global Note is exchangeable for Notes in registered definitive form ("**Definitive Notes**") if:

(a) Euroclear and/or Clearstream is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces that it is permanently to cease business or does in fact do so and no successor or alternative clearing system is available; or

(b) the relevant clearing system so requests following an event of default under the Trust Deed.

In all cases, Definitive Notes delivered in exchange for the Global Note or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of the relevant clearing system (in accordance with its customary procedures), as the case may be, unless the Issuer determines otherwise in compliance with the requirements of the Trust Deed.

Definitive Notes delivered in exchange for the Global Note will be delivered to or upon the order of the relevant clearing system or an authorised representative of the relevant clearing system, and may be delivered to Noteholders at the office of the Principal Paying Agent or the Registrar.

Exchange of Definitive Notes for the Global Note

If issued, Definitive Notes may not be exchanged or transferred for beneficial interests in the Global Note.

Exchange of Definitive Notes for Definitive Notes

If issued, Definitive Notes may be exchanged or transferred by presenting or surrendering such Definitive Notes at the office of the Registrar or the Transfer Agent with a written instrument of transfer in form satisfactory to such Registrar or Transfer Agent, as applicable, duly executed by the holder of the Definitive Notes or by its attorney, duly authorised in writing. If the Definitive Notes being exchanged or transferred have restrictive legends, such holder must also provide a written certificate (in the form provided in the Trust Deed) to the effect that such exchange or transfer will comply with the appropriate transfer restrictions applicable to such Notes. See "*Subscription and Sale of the Notes*".

In the case of a transfer in part of a Definitive Note, a new Definitive Note in respect of the balance of the principal amount of the Definitive Note not transferred will be delivered to the office of the relevant Registrar.

If a holder of a Definitive Note claims that such Definitive Note has been lost, destroyed or stolen, or if such Definitive Note is mutilated and is surrendered to the office of the relevant Registrar or Transfer Agent, the Issuer will issue and the Registrar will authenticate a replacement Definitive Note if the Issuer's requirements are met. We and the Registrar may require a holder requesting replacement of a Definitive Note to furnish such security or indemnity as may be required to protect them and any agent from any loss which they may suffer if a Definitive Note is replaced. We and the Registrar may charge for any expenses incurred by it in replacing a Definitive Note. In case any such mutilated, destroyed, lost or stolen Definitive Note has become or is about to become due and payable, the Issuer, in its discretion, may, instead of issuing a new Definitive Note, pay such Definitive Note.

Methods of Receiving Payments on the Notes

Payments of principal and interest in respect of Notes represented by the Global Note will be made upon presentation or, if no further payment falls to be made in respect of the Notes, against presentation and surrender of the Global Note to or to the order of a paying agent (or such other agent as shall have been notified to the holders of the Global Note for such purpose).

Distributions of amounts with respect to book-entry interests in the Global Note held through Euroclear or Clearstream will be credited, to the extent received by a paying agent, to the cash accounts of Euroclear or Clearstream participants in accordance with the relevant system's rules and procedures.

Principal of, premium, if any, and interest on any Definitive Notes will be payable at the office or agency of the paying agent maintained for such purposes. In addition, interest on Definitive Notes may be paid by check mailed to the person entitled thereto as shown on the register for such Definitive Notes.

Action by Owners of Book-Entry Interests

Euroclear and Clearstream have advised us that they will take any action permitted to be taken by a holder of the Notes (including the presentation of the Notes for exchange as described above) only at the direction of one or more participants to whose account the book-entry interests in the Global Note are credited and only in respect of such portion of the aggregate principal amount of the Notes as to which such participant or participants has or have given such direction. Euroclear and Clearstream will not exercise any discretion in the granting of consents, waivers or the taking of any other action in respect of the Global Note. However, if there is an event of default under the Notes, Euroclear and Clearstream reserve the right to exchange the Global Note for Definitive Notes in certificated form, and to distribute such Definitive Notes to their participants.

SUBSCRIPTION AND SALE OF THE NOTES

Each of the Initial Purchasers, in their capacities as initial purchasers, pursuant to a purchase agreement, dated 2024 (the "**Purchase Agreement**"), has agreed with us, severally and not jointly, subject to the satisfaction of certain conditions, to subscribe and pay for the Notes at the initial purchase price specified therein, less subscription and underwriting fees and certain expenses to be agreed between us and the Initial Purchasers. The Purchase Agreement entitles the Initial Purchasers to terminate the Purchase Agreement in certain circumstances prior to payment being made to the Issuer.

The Initial Purchasers are Crédit Agricole Corporate and Investment Bank, MUFG Securities (Europe) N.V., BofA Securities Europe SA, Banco Santander, S.A., Crédit Industriel et Commercial S.A., Intesa Sanpaolo S.p.A., Natixis, Banco de Sabadell, S.A., Bank of China (Europe) S.A. and Bankinter, S.A.

We have been advised by each Initial Purchaser that it proposes to resell the Notes outside the United States to persons who are not U.S. Persons (as defined in Regulation S) in reliance on Regulation S and in accordance with applicable law.

Pursuant to the Purchase Agreement, the Issuer has agreed to indemnify the Initial Purchasers against certain liabilities.

The Notes will be issued in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof.

This Offering Circular has been prepared by us for use in connection with the offer and sale of the Notes outside the United States to persons who are not U.S. Persons (as defined in Regulation S) in reliance on Regulation S and for the admission of the Notes to listing on the Official List of Euronext Dublin and the admission of the Notes to trading on the Global Exchange Market. Each of us and the Initial Purchasers reserve the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than the principal amount of Notes which may be offered. This Offering Circular does not constitute an offer to any Person in the United States. Distribution of this Offering Circular to any Person within the United States is unauthorised and any disclosure of any of its contents to such persons is prohibited.

Each Initial Purchaser has represented and agreed in the Purchase Agreement, severally and not jointly, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available, any Notes to any EEA retail investor in the European Economic Area. For the purposes of this provision the expression "**EEA retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(ii) a customer within the meaning of Directive (EU) 2016/97, as amended (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**").

Each Initial Purchaser has represented and agreed in the Purchase Agreement, severally and not jointly, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available, any Notes to any UK retail investor in the United Kingdom. For the purposes of this provision the expression "**UK retail investor**" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in the Prospectus Regulation as it forms part of domestic law in the UK by virtue of the EUWA (the "**UK Prospectus Regulation**").

Each Initial Purchaser has represented and agreed, that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Each Initial Purchaser has represented and agreed that it has only offered or sold and will only offer or sell, directly or indirectly, any Notes in France pursuant to an exemption under Article L. 411-2 1° of the French *Code monétaire et financier*.

The Offering has not been cleared by the *Commissione Nazionale per la Società e la Borsa* ("**CONSOB**") (the Italian securities exchange commission) pursuant to Italian securities legislation and will not be subject to formal review by CONSOB. Accordingly, the Notes may not be offered, sold or delivered, directly or indirectly nor may copies of this Offering Circular or of any other document relating to the Notes be distributed in the Republic of Italy, except (a) to qualified investors (*investitori qualificati*) pursuant to Article 2 of the Prospectus Regulation, Article 100 of Legislative Decree No.58 of 24 February 1998, as amended (the "**Financial Services Act**") and the implementation CONSOB regulations, including CONSOB Regulation No. 20307 of 15 February 2018, as amended ("**Regulation 20307**"), pursuant to Article 34-*ter*, first paragraph letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("**Regulation 11971**"), implementing Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Italian Financial Act**") and (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Italian Financial Act and the implemented CONSOB regulations, including Regulation 11971.

For the purposes of this provision, the expression "**offer of the Notes to the public**" in Italy means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, including the placement through authorised intermediaries.

No offer, sale or delivery of the Notes or distribution of copies of this Offering Circular or of any other document relating to the Notes in the Republic of Italy will be carried out in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Any such offer, sale or delivery of the Notes or distribution of copies of this Offering Circular or any other document relating to the Notes in the Republic of Italy must be in compliance with the selling restrictions under (a) and (b) above and must be:

(i) made by *soggetti abilitati* (including investment firms, banks or financial intermediaries, as defined by Article 1, first paragraph, letter (r), of the Italian Financial Act), to the extent duly authorised to engage in the placement or underwriting or purchase of financial instruments in the Republic of Italy in accordance with the relevant provisions of the Italian Financial Act, Regulation 20307, as amended, Italian Legislative Decree No. 385 of 1 September 1993, as amended (the "**Italian Banking Act**"), Regulation 11971 and any other applicable laws and regulations;

(ii) in compliance with all relevant Italian securities, tax, exchange control and any other applicable laws and regulations and any other applicable requirement or limitation that may be imposed from time to time by CONSOB, the Bank of Italy (including, the reporting requirements, where applicable, pursuant to Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) or any other relevant Italian competent authorities; and

(iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or the Bank of Italy or any other Italian authority.

Any investor purchasing the Notes is solely responsible for ensuring that any offer, sale, delivery or resale of the Notes by such investor occurs in compliance with applicable Italian laws and regulations.

The Initial Purchasers have advised us that they presently intend to make a market in the Notes as permitted by applicable laws and regulations. The Initial Purchasers are not obligated, however, to make a market in the Notes and any such market making may be discontinued at any time at the sole discretion of the Initial Purchasers. Accordingly, no assurance can be given as to the liquidity of, or trading markets for, the Notes. See "*Risk Factors-Risks Related to the Notes-There currently exists no market for the Notes, and we cannot provide assurance that an active trading market will develop for the Notes*".

The Notes will initially be offered at the price indicated on the cover page hereof. After the initial offering of the Notes, the offering price and other selling terms of the Notes may from time to time be varied by the Initial Purchasers without notice.

We have applied, through our listing agent in Ireland, to have the Notes listed on the Official List of Euronext Dublin and to admit the Notes to trading on the Global Exchange Market. Neither the Initial Purchasers nor we can assume that the Notes will be approved for admission to listing and trading, and will remain listed on the Official List of Euronext Dublin and admitted to trading on the Global Exchange Market.

The Initial Purchasers or their respective affiliates have provided in the past and may provide in the future investment banking, commercial lending, consulting and financial advisory services to us and our affiliates in the ordinary course of business for which we may receive customary advisory and transaction fees and expense reimbursement. Certain of the Initial Purchasers and their affiliates are lenders under our Syndicated Credit Facility. In addition certain of the Initial Purchasers and/or their affiliates have entered into factoring arrangements with us for which they may receive customary fees.

BofA Securities Europe SA, Banco Santander, S.A., Crédit Agricole Corporate and Investment Bank and MUFG Securities (Europe) N.V. are acting as dealer managers for the Tender Offers, for which they will receive customary fees, indemnification against certain liabilities and reimbursement of expenses. Additionally, certain of the Initial Purchasers or their affiliates may be holders of the 2025 Notes or 2026 Sustainability-Linked Notes and, accordingly, may receive a portion of the proceeds of the offering if those 2025 Notes or 2026 Sustainability-Linked Notes are tendered and accepted for purchase in the Tender Offers.

The Initial Purchasers or their respective affiliates may enter into derivative and/or structured transactions with their customers in connection with the Notes and the Initial Purchasers or their respective affiliates may also purchase some of the Notes to hedge their risk exposure in connection with such transactions. Also, the Initial Purchasers or their respective affiliates may acquire for their own account the Notes offered hereby. Such acquisitions may have an effect on the demand and the price of the Notes. In connection with the Offering, the Initial Purchasers may purchase and sell the Notes in the open market. These transactions may include short sales and purchases on the open market to cover positions created by short sales. Short sales involve the sale by the Initial Purchasers of a greater principal amount of Notes than they are required to purchase in the Offering. The Initial Purchasers must close out any short position by purchasing Notes in the open market. A short position is more likely to be created if the Initial Purchasers are concerned that there may be downward pressure on the price of the Notes in the open market after pricing that could adversely affect investors who purchase in the Offering. Similar to other purchase transactions, the Initial Purchasers' purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of the Notes or preventing or retarding a decline in the market price of the Notes. As a result, the price of the Notes may be higher than the price that might otherwise exist in the open market. Neither we nor any of the Initial Purchasers make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Notes. In addition, neither we nor any of the Initial Purchasers make any representation that we will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

In addition, in the ordinary course of their business activities, the Initial Purchasers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates.

Certain of the initial purchasers or their affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such Initial Purchasers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such short positions could adversely affect future trading prices of the notes offered hereby. The Initial Purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

We expect that delivery of the Notes will be made against payment on the Notes on the applicable Issue Date, which will be the business day following the date of pricing of the Notes (this settlement cycle is being referred to as "T+ "). Trades in the secondary market generally are required to settle in two business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on the date of this Offering Circular will be required to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to make such trades should consult their own advisors.

TAXATION

The statements herein regarding taxation are based on the laws and regulations in force in the European Union and the Republic of France as at the date of this Offering Circular and are subject to any change in law (including with retroactive effect) or to different interpretation. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of, the Notes. Each prospective holder or beneficial owner of Notes should consult its own tax advisor as to the French or other tax consequences of any investment in, or ownership and disposition of, the Notes. Persons who are in doubt as to their tax position should consult a professional tax adviser.

U.S. Foreign Account Tax Compliance

Sections 1471 through 1474 of the U.S. Internal Revenue Code, as amended (provisions commonly known as "**FATCA**"), impose information reporting and withholding requirements with respect to certain holders of financial accounts. Non-U.S. financial institutions (as defined for purposes of FATCA) generally will be subject to a 30% withholding tax unless (i) they have entered into agreements with the U.S. Internal Revenue Service (the "**IRS**") to identify financial accounts held by United States persons or entities with substantial U.S. ownership, as well as accounts of other financial institutions that are not themselves participating in (or otherwise exempt from) the FATCA reporting regime or (ii) the country or countries in which they are resident enter into an intergovernmental agreement ("**IGA**") relating to FATCA with the United States (or an IGA with another jurisdiction becomes applicable) and they report information about direct and certain indirect U.S. investors to the IRS or the applicable IGA country authorities. If neither (i) nor (ii) applies to a non-U.S. financial institution, the withholding tax will be imposed regardless of whether such non-U.S. financial institution is receiving the payment for its own account, for the account of a direct customer or is acting as an intermediary to pass along the payment to another party. FATCA is particularly complex and likely will require compliance by financial institutions and various other intermediaries through which a Non-U.S. holder of Notes may hold a Note.

Investors that are not financial institutions for purposes of FATCA may be required to provide information to establish whether they are U.S. holders of Notes or substantially owned by United States persons in order to establish they are exempt from withholding pursuant to the FATCA rules.

Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would generally not apply prior to the date that is two years after the date on which final regulations defining "foreign passthru payments" are published in the U.S. Federal Register, and Notes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional notes (as described under the "*Terms and Conditions of the Notes – Principal, Maturity, Interest and Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

IGAs that have been and will be entered into between the U.S. and other non-U.S. governments implement FATCA in a manner that alters the rules described herein. Holders should consult their own tax advisors on how these rules may apply to their investment in the Notes. In the event any withholding under FATCA is imposed with respect to any payments on the Notes, there will be no additional amounts payable to compensate for such withheld amounts.

French Withholding Tax

The following is a basic summary of certain withholding tax considerations that may be relevant to holders of Notes who (i) are non-French residents for French tax purposes, (ii) do not concurrently hold shares of the Issuer, (iii) do not hold their Notes in connection with a business or profession conducted in France through a permanent establishment or a fixed base in France and (iv) are not otherwise affiliated with the Issuer within the meaning of Article 39-12 of the FTC. This summary is based on the tax laws and regulations of France as currently in effect and applied by the French tax authorities, all of which are subject to change (including with retrospective effect) or to different interpretation. It is for general information only and does not address all of the French tax considerations that may be relevant to specific holders of the Notes in light of their particular circumstances. Persons who are in doubt as to their tax position should consult a professional tax adviser. Furthermore, this summary does not address any French estate or gift tax considerations.

Article 1649 AC of the FTC imposes on financial institutions within the meaning of Article 1 of Decree n°2016-1683 to review and collect information on their clients and investors, in order to identify their tax residence, as well as to provide certain account information to relevant foreign tax authorities (*via* the French tax authorities) on an annual basis.

Payments made outside France

Pursuant to Article 125 A III of the FTC, payments of interest and other assimilated revenues made by a debtor which is established in France with respect to notes qualifying as debt securities under French commercial law are not subject to the withholding tax set forth under Article 125 A III *bis* of the FTC unless such payments are made outside France in certain non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the FTC (a "**Non-Cooperative State**") other than those mentioned in 2° of 2 bis of the same Article 238-0 A, irrespective of the holder's fiscal domicile or registered headquarters. If such payments are made outside France in a Non-Cooperative State other than those States or territories mentioned in 2° of 2 *bis* of Article 238-0 A of the French Tax Code, a 75% withholding tax may be applicable to such payments (subject to certain exceptions and to the more favourable provisions of any applicable double tax treaty). The list of Non-Cooperative States is published by a ministerial order (*arrêté*), and must in principle be updated at least once a year. The list of Non-Cooperative States was last updated on 16 February 2024 and currently includes the United States Virgin Islands, the American Samoa, Anguilla, Antigua and Barbuda, Belize, Fiji, Guam, Palau, Panama, Russia, Samoa, Seychelles, Trinidad and Tobago, Vanuatu, Bahamas and Turks and Caicos Islands. States referred to in Article 238-0 A 2 *bis* 2°, and thus outside of the scope of Article 125 A III of the FTC, currently are Antigua and Barbuda, Belize, Fiji, Guam, the United States Virgin Islands, Palau, Panama, Russia, the American Samoa, Samoa, Trinidad and Tobago.

Furthermore, pursuant to Article 238 A of the FTC, interest and other assimilated revenues on notes may be non-deductible from the debtor's taxable income if they are paid or accrued to persons established or domiciled in certain Non-Cooperative State or paid to a bank account opened in a financial institution located in certain Non-Cooperative State (the "**Deductibility Exclusion**"). Under certain conditions, any such non-deductible interest and other assimilated revenues may be recharacterized as constructive dividends pursuant to Articles 109 *et seq.* of the FTC, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* 2 of the FTC, at a rate of (i) 25% for non-French tax resident legal persons (i.e., corresponding to the ordinary rate of French corporate income tax provided for by Article 219 I of the FTC), (ii) 12.8% for non-French tax resident individuals, or (iii) 75% when payments are made outside France in a Non-Cooperative State other than those mentioned in 2° of 2 *bis* of Article 238-0 A of the FTC, subject to certain exceptions and the more favourable provisions of any applicable double tax treaty.

Notwithstanding the foregoing, neither the 75% withholding tax set out under Article 125 A III of the FTC, nor, to the extent that the relevant interest or revenues relate to a genuine transaction and is not in an abnormal or exaggerated amount, the Deductibility Exclusion and the withholding tax set out under Article 119 *bis* 2 of the FTC will apply in respect of a particular issue of notes if the debtor can prove that the main purpose and effect of such issue of notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (other than those mentioned in 2° of 2 *bis* of Article 238-0 A of the FTC when it related to Article 125 A III and Article 119 *bis* 2 of the FTC) (the "**Exception**").

Pursuant to *Bulletin officiel des Finances Publiques-Impôts* BOI-INT-DG-20-50-30 dated 14 June 2022 No 150 and BOI-INT-DG-20-50-20 dated 6 June 2023, § 290 (the "**Administrative Guidelines**"), an issue of notes will benefit from the Exception without the debtor having to provide any proof of the main purpose and effect of the issue of the notes (the "**Safe Harbor**"), if the notes are:

- offered by means of a public offer within the meaning of Article L. 411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an "**equivalent offer**" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or

- admitted to trading on a French or foreign regulated market or multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

- admitted, at the time of their issue, to the clearing operations of a central depositary or of a securities clearing and delivery and payments systems operator within the meaning of Article L. 561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositaries or operators provided that such depositary or operator is not located in a Non-Cooperative State.

The Notes issued by the Issuer under this Offering Circular qualify as debt securities under French commercial law. Considering (i) that the Notes will be admitted to trading on Euronext Dublin which is not, at the time of the admission of the Notes to trading, located in a Non-Cooperative State and that such market is operated by a market operator which is not located in a Non-Cooperative State, and (ii) that, at the time of their issue, the Notes will be admitted to the operations of a central depositary or of a securities clearing and delivery and payments systems operator within the meaning of Article L. 561-2 of the French *Code monétaire et financier* which is not located in a Non-Cooperative State, interest and other assimilated revenues paid by or on behalf of the Issuer in respect of the Notes will benefit from the Safe Harbor and consequently be exempt from the withholding tax set out under Article 125 A III of the FTC.

Moreover, under the same considerations and to the extent that the relevant interest and other assimilated revenues relate to genuine transactions and are not in an abnormal or exaggerated amount, pursuant to the Administrative Guidelines, interest and other assimilated revenues paid by or on behalf of the Issuer on the Notes will not be subject to the Deductibility Exclusion set out under Article 238 A of the FTC and, as a result, will not be subject to the related withholding tax set out under Article 119 *bis* 2 of the FTC.

Other French taxation issues relating to the Notes

Beneficial owners of the Notes who are not French tax residents and who do not hold their Notes in connection with a permanent establishment or a fixed place of business in France should not be subject to income or withholding taxes in France in respect of the gains realised on the sale, exchange, or disposal of the Notes. Transfers of Notes outside of France will not be subject to any stamp duty or other transfer taxes imposed by France, except in the case of filing with the French tax authorities on a voluntary basis, or except to the extent that the FTT would become applicable. See "*Risk Factors—Risks Related to the Notes—Transactions in the Notes could be subject to the European financial transactions tax, if adopted*."

CERTAIN INSOLVENCY AND ENFORCEABILITY CONSIDERATIONS

The following is a summary of certain insolvency law considerations in the European Union and France, the jurisdiction of incorporation of the Issuer. The description is only a summary and does not purport to be complete or to discuss all of the limitations or considerations that may affect the validity and enforceability of the Notes. Prospective investors in the Notes should consult their own legal advisors with respect to such limitations and considerations.

European Union

EU Insolvency Regulation

The Issuer is organised under the laws of France, which is a Member State of the European Union.

Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast), as amended, in particular by Regulation (EU) 2018/946 of the European Parliament and of the Council of 4 July 2018, published in the Official Gazette of the European Union on 6 July 2018 (the "**EU Insolvency Regulation**") was published in the Official Gazette of the European Union on 5 June 2015 and applies to insolvencies which commenced after 26 June 2017 (subject to certain exceptions).

The EU Insolvency Regulation applies within the European Union (other than Denmark), to public collective insolvency proceedings as defined therein and listed in its Annex A. It provides that the courts of the Member State in which a debtor's "centre of main interests" (as that term is used in Article 3(1) of the EU Insolvency Regulation) is situated have jurisdiction to commence main insolvency proceedings relating to such debtor. The determination of where a debtor has its centre of main interests is a question of fact on which the courts of the different Member States may have differing and even conflicting views.

Pursuant to Article 4 of the EU Insolvency Regulation, a court requested to open insolvency proceedings is required to examine whether it has jurisdiction pursuant to Article 3 and, pursuant to Article 5, such decision may be challenged by the debtor or any creditor on grounds of international jurisdiction.

Article 3(1) of the EU Insolvency Regulation provides that the centre of main interests, or "**COMI**" of a "debtor shall be the place where the debtor conducts the administration of its interests on a regular basis and which is ascertainable by third parties". It sets forth, as explained by Recital (30), a rebuttable presumption that a debtor has its COMI in the Member State in which it has its registered office in the absence of proof to the contrary. This presumption shall only apply if the registered office of the legal person has not been moved to another Member State within the 3-month period prior to the request for the opening of insolvency proceedings. Recital (30) provides that it should be possible to rebut this presumption if a debtor's central administration is located in a Member State other than that of its registered office and a comprehensive assessment of all the relevant factors establishes, in a manner that is ascertainable by third parties, that the debtor's actual centre of management and supervision and the management of its interests is located in that other Member State. Under the previous EU insolvency regulation (Council Regulation (EC) 1346/2000 of 29 May 2000), which defined the COMI in similar terms, the courts have considered a number of factors in determining a debtor's COMI, including in particular where board meetings are held, the location where the debtor conducts most of its business or has its head office and the location where most of the debtor's creditors are established. A debtor's COMI is not a static concept and may change from time to time but is determined for the purposes of deciding which courts have competent jurisdiction to commence insolvency proceedings at the time of the filing of the insolvency petition.

If a debtor's COMI is and will remain located in the Member State (other than Denmark) in which it has its registered office, the main insolvency proceedings in respect of the debtor under the EU Insolvency Regulation would be commenced in such jurisdiction and accordingly a court in such jurisdiction would be entitled to commence the types of insolvency proceedings referred to in Annex A to the EU Insolvency Regulation. Insolvency proceedings commenced in one Member State under the EU Insolvency Regulation are to be recognised in the other EU Member States (other than Denmark), although secondary proceedings may be commenced in another Member State.

If a debtor's COMI is in a Member State (other than Denmark), under Article 3(2) of the EU Insolvency Regulation, the courts of another Member State (other than Denmark) have jurisdiction to commence secondary (territorial) insolvency proceedings against that debtor only if such debtor has an "establishment" (within the meaning and as defined in Article 2(10) of the EU Insolvency Regulation) in the territory of such other Member State or had an establishment in such EU Member State in the 3-month period prior to the request for commencement of main insolvency proceedings. An "establishment" is defined to mean "any place of operations where the debtor carries out or has carried out in the 3-month period prior to the request to commence main insolvency proceedings a non-transitory economic activity with human means and assets".

When main proceedings have been commenced in the Member State in which the debtor has its COMI, any proceedings commenced subsequently in another Member State in which the debtor has an establishment shall be secondary insolvency proceedings. The effects of such secondary proceedings are restricted to the assets of the debtor situated in the territory of such other Member State. When main proceedings in the Member State in which the debtor has its COMI have not yet been commenced, pursuant to Article 3 (4) of the EU Insolvency Regulation, territorial insolvency proceedings may only be commenced in another Member State where the debtor has an establishment where either (a) insolvency proceedings cannot be commenced in the Member State in which the debtor's COMI is situated under that Member State's law; or (b) the territorial insolvency proceedings are commenced at the request of (i) a creditor whose claim arises from or is in connection with the operation of an establishment situated within the territory of the Member State where the commencement of territorial proceedings is requested or (ii) a public authority that has the right to make such a request under the law of the Member State in which the establishment is located. Irrespective of whether the insolvency proceedings are main, secondary or territorial insolvency proceedings, such proceedings will, subject to certain exceptions, be governed by the *lex fori concursus*, (i.e., the local insolvency law of the court that has assumed jurisdiction over the insolvency proceedings of the debtor). Furthermore, pursuant to Article 6 of the EU Insolvency Regulation, the courts of the Member State within the territory of which insolvency proceedings have been opened in accordance with its Article 3 shall have jurisdiction for any action that derives directly from the insolvency proceedings and is closely linked with them, such as avoidance actions.

The commencement of insolvency proceedings in a Member State pursuant to the EU Insolvency Regulation shall not affect the rights *in rem* of creditors or third parties in respect of tangible or intangible, moveable or immoveable assets, both specific assets and collections of indefinite assets as a whole that change from time to time, belonging to the debtor that are situated within the territory of another Member State at the time of the opening of proceedings. Rights *in rem* include:

(i) the right to dispose of assets or have them disposed of and to obtain satisfaction from the proceeds of or income from those assets, in particular by virtue of a lien or a mortgage;

(ii) the exclusive right to have a claim met, in particular a right guaranteed by a lien in respect of the claim or by assignment of the claim by way of a guarantee;

(iii) the right to demand assets from, and/or to require restitution by, anyone having possession or use of them contrary to the wishes of the party so entitled; and

(iv) a right *in rem* to the beneficial use of assets.

Following the United Kingdom's departure from the EU on 31 January 2020 and the expiry of the subsequent transition period (the "**Transition Period**") on 31 December 2020, in accordance with EUWA (as amended by the *European Union (Withdrawal Agreement) Act 2020*) converts directly applicable EU law (which includes regulations) as it stood at the end of the Transition Period into UK domestic law subject to a number of amendments. The *Insolvency (Amendment) (EU Exit) Regulations 2019 (SI 2019/146)* set out a number of amendments to be made to both EU insolvency laws previously directly applicable in the UK and domestic UK insolvency law including the Insolvency Regulation. As the *EU UK Trade and Cooperation Agreement* does not include a replacement regime for the automatic recognition of UK insolvency procedures across the EU and vice versa, cross-border insolvencies involving the UK and one or more EU member states will be subject to a degree of uncertainty and increased complexity. In the absence of an agreement allowing automatic recognition, it will be harder for UK office holders and UK restructuring and insolvency proceedings to be recognised in EU member states and to effectively deal with assets located in EU member states. Much will then depend upon the private international law rules in the particular EU member state and the need may well arise to open parallel proceedings, increasing the element of risk, as well as costs. In particular, in cases where the appointment of a UK office holder has been made in reliance on a UK domestic approach rather than the COMI rules, it is much less certain that there will be recognition in the relevant EU member state.

However, under Article 36 of the EU Insolvency Regulation, the insolvency practitioner in the main insolvency proceedings may attempt to avoid the opening of secondary insolvency proceedings in another Member State by giving a unilateral undertaking in respect of the assets located in the Member State in which secondary insolvency proceedings could be opened, that the distribution of those assets or of the proceeds received as a result of their realization will comply with the distribution and priority rights that would apply under the relevant national law if secondary insolvency proceedings were opened in such other Member State. Such undertaking must be made in writing and is subject to approval by a qualified majority of known local creditors, determined in accordance with the local law of such other Member State. If approved, the undertaking is binding on the insolvency estate and if a court is requested to open secondary insolvency proceedings, it shall, at the request of the insolvency practitioner in the main insolvency proceedings, refuse to open such proceedings if it is satisfied that the undertaking adequately protects the general interests of local creditors.

Additionally, under Article 38 of the EU Insolvency Regulation, where a temporary stay of individual enforcement proceedings has been granted in order to allow for negotiations between a debtor and its creditors, the court, at the request of the debtor or of the insolvency practitioner in the main insolvency proceedings, may stay the opening of secondary insolvency proceedings for a period not exceeding three months, provided that suitable measures are in place to protect the interests of local creditors.

Under Article 46 of the EU Insolvency Regulation, the court that opened the secondary insolvency proceedings will also stay the process of realization of assets in whole or in part upon receipt of a request from the insolvency practitioner in the main insolvency proceedings, for a period of up to three months, unless such a request is manifestly of no interest to the creditors in the main insolvency proceedings. Such stay may be continued or renewed for similar periods. When the court stays the process of realization of the assets, the court may require the insolvency practitioner in the main insolvency proceedings to take any suitable measure to guarantee the interests of the creditors in the secondary insolvency proceedings and of individual classes of creditors.

The EU Insolvency Regulation provides:

(i) for cooperation and communication between insolvency practitioners of the main insolvency proceedings and of the secondary insolvency proceedings and, in order to facilitate the coordination of main, territorial and secondary insolvency proceedings concerning the same debtor for cooperation and communication between (i) courts and (ii) insolvency practitioners and courts;

(ii) for specific cooperation, communication and coordination measures in order to ensure the efficient administration of insolvency proceedings relating to different companies forming part of the same group;

(iii) that the Member States shall establish and maintain a register of insolvency proceedings; and

(iv) that the European Commission shall establish a decentralised system for the interconnection of such insolvency registers.

The United Kingdom ceased to be a member of the EU on 31 January 2020 at 11.00 p.m. (i.e., exit day) and therefore is no longer a Member State. The EUWA (as amended by the *European Union (Withdrawal Agreement) Act 2020*) provides that direct EU legislation (which term includes any EU regulation as it had effect in EU law immediately before exit day (subject to certain exceptions)) converts directly applicable EU law (which includes regulations) as it stood at the end of the transition period into UK domestic law. However, while direct EU legislation may continue to form a part of domestic law of the United Kingdom after the end of the transition period, it may be subject to a number of amendments. The *Insolvency (Amendment) (EU Exit) Regulations 2019 (SI 2019/146)* set out a number of amendments to be made to the Insolvency Regulation, as it will apply in the United Kingdom after the end of the transition period. On 30 December 2020, the European Union and the United Kingdom formally signed the *EU UK Trade and Cooperation Agreement*. This agreement provisionally applies as from 1 January 2021. There remains considerable political, legislative and regulatory uncertainty throughout the region and the extent to which "Brexit" could adversely affect business activity, restrict the movement of capital and the mobility of personnel and goods, and otherwise impair political stability and economic conditions in the United Kingdom, the Eurozone, the EU and elsewhere. Any of these developments could have a material adverse effect on business activity in the United Kingdom, the Eurozone or the EU. Further, the *EU UK Trade and Cooperation Agreement* does not include a replacement for the current automatic recognition of UK insolvency procedures across the EU and vice versa. In the absence of an agreement allowing automatic recognition, it will be harder for UK office holders and UK restructuring and insolvency proceedings to be recognised in EU member states and to effectively deal with assets located in EU member states. Much will then depend upon the private international law rules in the particular EU member state and the need may well arise to open parallel proceedings, increasing the element of risk. In particular, in cases where the appointment of a UK office holder has been made in reliance on a UK domestic approach rather than the COMI rules, it is much less certain that there will be recognition in the relevant EU member state.

EU Directive on Preventive Restructuring Frameworks

The EU directive 2019/1023 of the European Parliament and the Council of 20 June 2019 on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, and amending Directive (EU) 2017/1132 (Directive on restructuring and insolvency) (the "**EU Restructuring Directive**") was published on 26 June 2019.

The objectives of the EU Restructuring Directive are to ensure that (i) viable enterprises and entrepreneurs that are in financial difficulties have access to effective national preventive restructuring frameworks that enable them to continue operating, (ii) honest insolvent or over-indebted entrepreneurs (i.e., individuals) can benefit from a full discharge of debt after a reasonable period of time, thereby affording them a second chance and (iii) the effectiveness of procedures concerning restructuring, insolvency and discharge of debt is improved, in particular with a view to shortening their length.

The EU Restructuring Directive aims to achieve a higher degree of harmonization in the field of restructuring, insolvency, discharge of debt and disqualifications by establishing substantive minimum standards for preventive restructuring procedures as well as for procedures leading to a discharge of debt for entrepreneurs in order to promote a culture that encourages early preventive restructuring to address financial difficulties at an early stage, when it appears likely that insolvency can be prevented and the viability of the business can be ensured. Most notably, the Restructuring Directive provides for a framework pursuant to which (a) a stay of individual enforcement actions by creditors against debtors must be introduced by Member States national legislation, (b) all creditor claims shall be grouped into separate classes each of which shall reflect a commonality of interests (at a minimum, creditors of secured and unsecured claims shall be treated in separate classes), (c) creditor claims may be restructured in a restructuring plan by majority vote with a majority of not more than 75% of the amount of the claims in each class and, where the Member State so requires, a majority in number of affected parties in each class and (d) a cross-class cram-down is introduced whereby a restructuring plan may, under certain conditions, be adopted and bind dissenting creditors even if the creditors of one or more classes do not consent to the restructuring plan with the required majority. In order to be adopted the plan will have to be confirmed by a judicial or administrative authority that will in particular ensure the protection of each type of creditors' rights and compliance with the priority rules governing the adoption of the plan. The transposition of the EU Restructuring Directive into national legislation shall protect new financing and interim financing and may also provide priority ranking to new or interim financing granted in the context of a restructuring.

In order to transpose the EU Restructuring Directive into French law, the French government issued:

(i) on 15 September 2021, ordinance no. 2021-1193 (the "**2021 Ordinance**"), effective as from 1 October 2021 in respect only (with limited exceptions) of preventive and insolvency proceedings opened as of such date; and

(ii) on 23 September 2021, decree no. 2021-1218 (the "**2021 Decree**") for the implementation of the 2021 Ordinance.

The following is a general discussion of preventive and insolvency proceedings governed by French law, as amended by the 2021 Ordinance and the 2021 Decree, for informational purposes only and does not address all the French legal considerations that may be relevant to holders of the Notes.

France

Insolvency

We conduct part of our business activity in France and, to the extent that the registered office of any member of the Group (such as the Issuer) or its main centre of interests within the meaning of Article R. 600-1 of the French *Code de commerce* is deemed to be in France, it could be subject to French court-assisted proceedings affecting creditors, i.e., *mandat ad hoc* or *conciliation* proceedings (which do not fall within the scope of the EU Insolvency Regulation). In addition, to the extent that (i) its COMI is deemed to be in France or it has an establishment in France or, (ii) in cases where the EU Insolvency Regulation does not apply, its registered office or its main centre of interests within the meaning of Article R. 600-1 of the French *Code de commerce*, is deemed to be in France, it could also be subject to French court-administered proceedings affecting creditors, i.e., either safeguard proceedings and accelerated safeguard proceedings (*sauvegarde* and *sauvegarde accélérée*), judicial reorganization proceedings (*redressement judiciaire*) or judicial liquidation proceedings (*liquidation judiciaire*).

Annex A of the EU Insolvency Regulation lists safeguard, accelerated safeguard, judicial reorganization and judicial liquidation proceedings as insolvency proceedings within the meaning of the EU Insolvency Regulation. Any company of our Group having its COMI in France could be subject to French main insolvency proceedings within the meaning of the EU Insolvency Regulation and any company of our Group having an establishment in France and its COMI in another EU Member State (other than Denmark) could be subject to French secondary insolvency proceedings within the meaning of the EU Insolvency Regulation. Annex A of the EU Insolvency Regulation also lists accelerated financial safeguard proceedings as insolvency proceedings but accelerated financial safeguard proceedings no longer have a separate existence under French law as they have been merged into accelerated safeguard proceedings as of 1 October 2021 (save for proceedings commenced before this date) by the 2021 Ordinance.

Specialised courts exist for (i) conciliation or court-administered proceedings with respect to debtors that meet or exceed (on a stand-alone basis or together with the companies under their control) (x) €20 million in net turnover and 250 employees or (y) €40 million in net turnover, (ii) commencement of proceedings with respect to which the court's international jurisdiction results from the application of the EU Insolvency Regulation or (iii) in cases where the EU Insolvency Regulation does not apply, from the debtor having its main centre of interests within the jurisdiction of such specialised courts.

In addition, the French court that commences preventive or insolvency proceedings with respect to the member of a corporate group has jurisdiction over all the other members of the group (subject to French courts having international jurisdiction with respect to such entities, in accordance with the rules outlined above and to specific control thresholds). Accordingly, a court can supervise the insolvency proceedings of the whole group and may, for this purpose, appoint the same administrator (*administrateur judiciaire*) and creditors' representative (*mandataire judiciaire*) for all proceedings in respect of members of the group.

In general, French insolvency legislation favours the continuation of a business and protection of employment over the payment of creditors and could limit your ability to enforce your rights under the Notes.

Grace Periods

In addition to insolvency laws discussed below, you could, like any other creditors, be subject to Article 1343-5 of the French *Code civil*.

Pursuant to the provisions of this Article, French courts may, in any civil or commercial proceedings involving the debtor, whether initiated by the debtor or the creditor, taking into account the debtor's financial position and the creditor's needs, defer or otherwise reschedule over a maximum period of two years the payment dates of payment obligations that are due and decide that any amounts, the payment date of which is thus deferred or rescheduled, will bear interest at a rate that is lower than the contractual rate (but not lower than the legal rate, as published semi-annually by the French government) or that payments made shall first be allocated to repayment of principal. A court order made under Article 1343-5 of the French *Code civil* will suspend any pending enforcement measures, and any contractual default interest or penalty for late payment will not accrue or be due during the grace periods ordered by the relevant judge.

If the debtor is engaged in conciliation proceedings or has reached a conciliation agreement that is in the course of being executed, special rules apply to the grant of grace periods (see section "*Court-Assisted Proceedings*" below).

Insolvency Test

Under French law, a debtor is considered to be insolvent (*en état de cessation des paiements*) when it is unable to pay its due debts (*passif exigible*) with its immediately available assets (*actif disponible*) taking into account available credit lines, existing debt rescheduling agreements and moratoria.

The date of insolvency (*état de cessation des paiements*) is generally deemed to be the date of the court order commencing the judicial reorganization or judicial liquidation proceedings, unless the court sets an earlier date, which may be carried back up to 18 months before the date of such court order. Except for fraud, the date of insolvency may not be fixed at an earlier date than the date of the final court decision that approved an agreement (*homologation*) in the context of conciliation proceedings. The date of insolvency marks the beginning of the hardening period (see section "*Hardening Period*" below).

Court-Assisted Proceedings

A French debtor facing difficulties may in certain conditions request the commencement of court-assisted proceedings (*mandat ad hoc* or *conciliation*), the aim of which is to reach an agreement with the debtor's main creditors and stakeholders e.g., an agreement to reduce or reschedule its indebtedness.

Mandat ad hoc proceedings may only be initiated by the debtor itself, in its sole discretion. In practice, *mandat ad hoc* proceedings are used by debtors that are facing any type of difficulties but are not insolvent (see *section "Insolvency test*" above). The proceedings are informal and confidential by law (save for the disclosure of the court decision appointing the *mandataire ad hoc* to the statutory auditors, if any). They are carried out under the aegis of a court-appointed officer (*mandataire ad hoc*), whose name may be suggested by the debtor itself, under the supervision of the president of the court. The proceedings are not limited in time. The duties of the *mandataire ad hoc* are determined by the president of the competent court that appoints him or her, usually to facilitate negotiations with creditors. Any agreement between the debtor and its creditors will be negotiated on a purely consensual and voluntary basis: those creditors not willing to take part cannot be bound by the agreement nor forced to accept it. *Mandat ad hoc* proceedings do not automatically stay any pending proceedings and creditors are not barred from taking legal action against the debtor to recover their claims but those that have accepted to take part in the proceedings usually also accept to abstain from such action while they are ongoing. In any event, the debtor retains the right to petition the relevant judge for a grace period under Article 1343-5 of the French *Code civil* (see section "*Grace periods*" above). The agreement reached is reported to the president of the court but is not formally approved by it.

Conciliation proceedings may only be initiated by the debtor itself if it faces actual or foreseeable difficulties of a legal, economic or financial nature and is not insolvent (see section "*Insolvency test*" above) or has not been insolvent for more than 45 calendar days. The proceedings are confidential by law (save for the disclosure of the court decision commencing the proceedings to the statutory auditors, if any). They are carried out under the aegis of a court-appointed conciliator (*conciliateur*), whose name may be suggested by the debtor itself, under the supervision of the president of the court. The proceedings may last up to five months (after an initial period of a maximum of four months, upon request of the conciliator, the president of the competent court may extend the conciliation period up to the absolute maximum of five months). In case the debtor intends to have the conciliation agreement approved (*homologué*) or acknowledged (*constaté*), its request must be filed by the end of this five-month period, even though the hearing can take place afterwards, in which case the conciliation period will be extended until the decision of the president of the court or the court itself.

The duties of the conciliator are to assist the debtor in negotiating an agreement with all or part of its creditors and/or other stakeholders that puts an end to its difficulties, e.g., providing for the restructuring of its indebtedness. Any agreement between the debtor and its creditors/stakeholders will be negotiated on a purely consensual and voluntary basis: those creditors not willing to take part cannot be bound by the agreement nor forced to accept it. *Conciliation* proceedings do not automatically stay any pending proceedings and creditors are not barred from taking legal action against the debtor to recover their claims but those that have accepted to take part in the proceedings usually accept not to do so for their duration. Creditors may not request the opening of insolvency proceedings (judicial reorganization or judicial liquidation proceedings) against the debtor for the duration of the conciliation proceedings.

Pursuant to Article L. 611-7 of the French *Code de commerce*, during the proceedings, the debtor retains the right to petition the judge that commenced them for a grace period in accordance with Article 1343-5 of the French *Code civil* (see section "*Grace periods*" above) if a creditor has formally put the debtor on notice to pay, is suing for payment, or does not accept, by the deadline set by the conciliator, a request to stay payment of its claim (*suspendre l'exigibilité de sa créance*). In the latter case, the judge may, for the duration of the conciliation proceedings, order the postponement or the rescheduling of the creditor's claims that have not yet fallen due. A joint-debtor and a third party that had previously granted credit support (a guarantee or security interest) with respect to the debtor's obligations may benefit from grace periods so granted by the judge.

The conciliation agreement reached between the parties may be acknowledged (*constaté*) by the president of the Commercial Court at the request of the parties, which makes the agreement enforceable without further recourse to a judge (*force exécutoire),* but the conciliation proceedings remain confidential.

Alternatively, the conciliation agreement may be approved (*homologué*) by the Commercial Court at the request of the debtor - following a hearing held for that purpose to which the works council or employee representatives, as the case may be, must be convened – if:

(i) the debtor is not insolvent or the conciliation agreement has the effect of putting an end to the debtor's insolvency;

(ii) the terms of the conciliation agreement ensure the continuation of the business as a going-concern; and

(iii) the conciliation agreement does not impair the rights of the non-signatory creditors.

Such approval will have the same effect as its acknowledgment (*constatation*) as described above and, in addition:

(i) the decision of approval by the relevant civil or commercial court, which should only disclose the amount of any Conciliation Lien (see below) and the guarantees and security interests granted to secure the same, will be public but the agreement itself should otherwise remain confidential except vis-à-vis the works council or employee representatives that are informed of the content of the conciliation agreement and may have access to the full conciliation agreement at the clerk's office (*greffe*) of the court;

(ii) persons that, in the context of the conciliation proceedings, provide new money, goods or services designed to ensure the continuation of the business of the debtor (other than shareholders providing new equity in the context of a capital increase) will enjoy a priority of payment over all pre-commencement and post-commencement claims (subject to certain exceptions including with respect to certain pre-commencement or post-commencement employment claims and procedural costs) (the "**Conciliation Lien**"), in the event of subsequent safeguard proceedings, judicial reorganization proceedings or judicial liquidation proceedings;

(iii) in the event of subsequent safeguard, accelerated safeguard, judicial reorganization or judicial liquidation proceedings, the claims benefiting from the Conciliation Lien may not, without their holders' consent, be rescheduled or written off by a safeguard or a reorganization plan (although such claims will not be paid before the safeguard or reorganization plan is adopted), not even through a cram-down or a cross-class cram-down (in the event that classes of affected parties are formed);

(iv) when the debtor is submitted to statutory auditing, the conciliation agreement is communicated to its statutory auditors; and

(v) in the event of subsequent judicial reorganization proceedings or judicial liquidation proceedings, the date of occurrence of the insolvency (see section "*Insolvency test*" above), and therefore the starting date of the hardening period (see section "*Hardening Period*" below), cannot be set by the court as of a date earlier than the date of the approval (*homologation*) of the agreement by the court (except in case of fraud).

Whether the conciliation agreement is acknowledged or approved, the president of the court or the court (depending on whether the agreement was acknowledged or approved) may, at the request of the debtor, appoint the conciliator to monitor the implementation of the agreement (*mandataire à l'exécution de l'accord*) during its execution and, while the agreement is in force:

(i) interest accruing on the claims that are the subject to the conciliation agreement may not be compounded;

(ii) in accordance with Article L. 611-10-1 of the French *Code de commerce*, the debtor retains the right to petition the judge that commenced the conciliation proceedings to impose grace periods on creditors who were asked to participate in the conciliation proceedings (other than the tax and social security administrations) and have formally put the debtor on notice to pay or are suing for payment of claims that were not dealt with in the conciliation agreement, such decision being taken after hearing the conciliator if he/she has been appointed to monitor the implementation of the agreement and, taking into account the conditions of its performance; and

(iii) in accordance with Article L. 611-10-2 of the French *Code de commerce*, a joint-debtor and a third party that had previously granted credit support (a guarantee or security interest) with respect to the debtor's obligations may benefit from the provisions of the conciliation agreement as well as from grace periods granted to the debtor during the execution of the conciliation agreement pursuant to Article L. 611-10-1 of the French *Code de commerce* mentioned above.

If the debtor breaches the terms of the conciliation agreement, any party to it may petition the president of the court or the court (depending on whether the agreement was acknowledged or approved) for its termination. Termination will however not extend to the provisions of the conciliation agreement addressing the consequences of such termination. If such termination is granted, grace periods granted in relation to the conciliation proceedings may also be revoked. Conversely, provided the conciliation agreement is duly performed, any individual proceedings by creditors with respect to obtaining payment of the claims dealt with by the conciliation agreement are suspended and/or prohibited. The commencement of subsequent safeguard or insolvency proceedings will automatically put an end to the conciliation agreement, in which case the creditors will recover their claims (decreased by potential recoveries made) and pre-existing security interests or guarantees.

At the request of the debtor and after the creditors taking part in the proceedings have been consulted on the matter, *mandat ad hoc* and conciliation proceedings may also be used to organize the partial or total sale of the debtor's business, in particular through a "plan for the disposal of the business" (i.e., prepack disposal plan (plan de cession)) that could be implemented in the context of subsequent safeguard, judicial reorganization or judicial liquidation proceedings. Provided they comply with certain requirements, offers received in this context by the *mandataire ad hoc* or the conciliator may, after consultation of the public prosecutor, be considered by the court in the context of safeguard, judicial reorganization or judicial liquidation proceedings.

As a matter of law, any contractual provision that (i) modifies the conditions for the continuation of an ongoing contract by reducing the debtor's rights or increasing its obligations simply by reason of the designation of a *mandataire ad hoc* or of the commencement of conciliation proceedings or of a request submitted to this end or (ii) requires the debtor to bear, by reason only of the appointment of a *mandataire ad hoc* or of the commencement of conciliation proceedings, more than three-quarters of the fees of the professional advisers retained by creditors in connection with these proceedings, is deemed null and void.

Where the maximum time period allotted to court-assisted proceedings expires without an agreement being reached, the proceedings will end. The termination of such proceedings does not, in and of itself entail any specific legal consequences for the debtor, in particular it does not result in the automatic commencement of insolvency proceedings. New conciliation proceedings cannot be commenced before 3 months have elapsed as from the end of the previous ones.

Although French accelerated safeguard proceedings are the transposition into French law of preventive restructuring proceedings in the spirit of the EU Restructuring Directive, they are defined in the French *Code de commerce* by reference to standard safeguard proceedings.

As a result and for the sake of clarity, standard safeguard proceedings will be presented below before accelerated safeguard proceedings.

Court-Administered Proceedings - Safeguard

A debtor that experiences difficulties that it is not able to overcome may, in its sole discretion, initiate safeguard proceedings (*procédure de sauvegarde*) with respect to itself, provided that it is not insolvent (see section "*Insolvency test*" above). Creditors of the debtor are not notified of, nor invited to attend the hearing before the court at which the commencement of safeguard proceedings is requested even if they have a limited right to challenge the court decision commencing the proceedings. Following the commencement of safeguard proceedings, a court-appointed administrator (*administrateur judiciaire*) is appointed (except for small companies where the court considers that such appointment is not necessary) to investigate the business of the debtor during an "observation period" (being the period starting on the date of the court decision commencing the proceedings and ending on the date on which the court takes a decision on the outcome of the proceedings), which may last up to 12 months. The role of the court-appointed administrator is also to assist the debtor in preparing a draft safeguard plan (*projet de plan de sauvegarde*) that it will circularise to its creditors (or submit to the classes of affected parties – see below) that may include a partial sale of the business. Creditors or equity holders do not have effective control over the proceedings, which remain in the hands of the debtor assisted by the court-appointed administrator. The court-appointed administrator will, in accordance with the terms of the judgment appointing him or her, exercise *ex post facto* control over decisions made by the debtor (*mission de surveillance*) or assist the debtor to make all or some of the management decisions (*mission d'assistance*), all under the supervision of the court. A supervisory judge (*juge-commissaire*) and a creditors' representative (*mandataire judiciaire*) are also appointed at the beginning of the proceedings, alongside the court-appointed administrator. Management decisions in respect of disposals (*acte de disposition*) that fall outside the scope of the ordinary course of business, as well as decisions considered to be important under statute, require the prior approval of the supervisory judge (e.g., granting security interests or settling disputes).

The supervisory judge can appoint 1 to 5 controllers (*contrôleurs*) among the creditors who have filed a request, provided they meet certain conditions (in particular no affiliation to the debtor). Controllers assist the creditors' representative in his functions and the supervisory judge in his duty of supervising the progress of the insolvency proceedings. In order to protect creditors' interests and under certain conditions, the controllers may act in the interests of the creditors when the creditors' representative fails to take sufficient action.

If, after commencement of the proceedings, it appears that the debtor was insolvent (*en état de cessation des paiements*) before their commencement, at the request of the debtor, the administrator, the creditors' representative or the public prosecutor but, in any event, after having heard the debtor, the court may convert the safeguard proceedings into judicial reorganization proceedings.

In addition, pursuant to Article L. 622-10 of the French *Code de commerce*, the court may convert safeguard proceedings into (i) judicial reorganization proceedings (a) at any time during the observation period if the debtor is insolvent or, (b) if, no plan has been adopted, the approval of a safeguard plan is manifestly impossible and if the debtor would shortly become insolvent should safeguard proceedings end or (ii) judicial liquidation proceedings at any time during the observation period if the debtor is insolvent and its recovery is manifestly impossible. In all such cases, the court may decide at the request of the debtor, the court-appointed administrator, the creditors' representative or the public prosecutor or on its own initiative except in the case of (i)(b) above where:

(i) the court may not act upon its own initiative, and

(ii) the court's decision is only taken after having heard the debtor, the court-appointed administrator, the creditors' representative, the creditors of the debtor appointed by the supervisory judge as controller (if any), the public prosecutor and the workers' representatives (if any).

As soon as safeguard proceedings are commenced, any unpaid amount of share capital of the debtor becomes immediately due and payable.

Judicial Restructuring Lien: Persons that, in the context of accelerated safeguard, safeguard, judicial reorganization or liquidation proceedings, provide new money (except through a share capital increase) (the "**Judicial Restructuring Lien**"):

(i) during the observation period, in safeguard and judicial reorganization proceedings or the temporary continuation of business operations in judicial liquidation proceedings, in order to ensure the continuity of the debtor's business during this period, in which case such financing must be authorised by the supervisory judge and are subject to publicity, or

(ii) for the implementation of the safeguard or reorganization plan (including a plan ordered by the court that substantially modifies a previous one), in which case the amount and the privilege must be specifically mentioned in the draft plan on which the affected parties are called upon to vote as well as in the court decision adopting the plan,

enjoy a priority of payment over pre-commencement and post-commencement claims with the exception of (i) employees' super-privileged claims, (ii) procedural costs, (iii) the Conciliation Lien (iv) pre-commencement claims secured by security interests over real estate assets (only in the context of judicial liquidation proceedings) and (v) post-commencement wages claims not advanced through the French wages guarantee scheme (AGS) under provisions of Articles L. 3253-8 to L. 3253-13 of the French *Code du travail*.

The Judicial Restructuring Lien may not, directly or indirectly, secure any financing provided prior to commencement of the proceedings.

In addition, such claims may not be rescheduled or written-off by a safeguard or a reorganization plan (although such claims will not be paid before the safeguard or reorganization plan is adopted) without the consent of the relevant creditors, not even through a cram-down or a cross-class cram-down (in the event that classes of affected parties are formed), in the on-going or in subsequent safeguard proceedings, judicial reorganization proceedings or judicial liquidation proceedings.

Creditors (and if applicable, equity holders) must be consulted on the manner in which the debtor's liabilities will be settled under the safeguard plan (debt write-offs, payment terms or debt-for-equity-swaps) prior to the plan being approved by the court. The rules governing consultation will vary depending on the size of the business.

Standard consultation: this applies in respect of debtors that, on the date of the petition for commencement of the proceedings (on a stand-alone basis or together with other entities that they hold or control, within the meaning of Articles L. 233-1 and L. 233-3 of the French *Code de commerce*) have less than (x) 250 employees and €20 million in net turnover or (y) €40 million in net turnover unless, upon their request, the supervisory judge authorises a class-based consultation of their creditors (see below).

In such case, the administrator notifies the proposals for the settlement of debts to the creditors' representative, who seeks the agreement of each creditor who filed a claim, regarding the debt write-offs and payment schedules proposed. Creditors are consulted individually or collectively.

French law does not state whether the debt settlement proposals can vary according to the creditor and whether the principle of equal treatment of creditors is applicable at this consultation stage. According to legal commentaries and established practice, differing treatment as between creditors is possible, *provided* that it is justified by the difference in situation of the creditors and approved by the creditors' representative. In practice, it is also possible at the consultation stage to make a proposal for a partial payment of claims over a shorter time period instead of a full payment of such claims over the length of the plan (ten years maximum except for agricultural businesses where the maximum is fifteen years).

If the plan provides for a share capital increase, the shareholders may pay up their subscription to such share capital increase by way of a set-off against their admitted claims against the debtor (as such claims may be reduced according to the provisions of the plan).

Creditors whose payment terms are not affected by the plan or who are paid in cash in full as soon as the plan is approved are not required to be consulted.

Creditors that do not respond within 30 days of their receipt of the debt settlement proposal (other than debt-for-equity-swap) made to them are deemed to have accepted it. The creditors' representative keeps a list of the responses from creditors, which is notified to the debtor, the court-appointed administrator and the controllers.

If the draft plan provides for a modification of the share capital or the by-laws, the court may decide that the shareholders general meeting and, as the case may be, the shareholders' special meetings or the general meetings of the holders of securities giving access to the share capital of the company shall vote, the first time the relevant meeting is convened, at a simple majority of the votes of the shareholders attending, or represented at, the meeting, provided that they hold at least half of the shares with voting rights. The second time the meeting is convened, the usual provisions relating to quorum and majority shall apply.

Within the framework of a standard consultation, the court that approves the safeguard plan (*plan de sauvegarde*) can impose a uniform rescheduling of the claims of creditors having refused the proposals that were submitted to them (subject to exceptions such as the ones applicable to claims benefiting from the Conciliation Lien or the Judicial Restructuring Lien) over a maximum period of ten years (except for agricultural businesses where the maximum is fifteen years and for claims with maturity dates falling after the term of the plan, in which case the maturity dates shall remain the same), but no write-off of any claim or debt-for-equity swap may be imposed without the relevant creditor's individual acceptance.

If the court adopts a safeguard plan, it can set a time-period during which the assets that it deems to be essential to the continuation of the business of the debtor may not be disposed of without the court's consent.

Following a court imposed rescheduling, the first payment must be made within a year of the judgment adopting the plan (in the third and subsequent years, the amount of each annual instalment must be of at least 5% of the amount of each debt claim and, as from the sixth year, the amount of each annual instalment must be of at least 10% (except for agricultural businesses)) or on the first payment date following the initial maturity of the claim if such date is later than the first payment date provided for in the plan, in which case the amount of such first payment is equal to what the creditor would have received had he been paid in accordance with the uniform payment rescheduling applying to the other creditors.

The plan adopted by the court may be modified during its implementation. However, when the modification is substantial and relates to the terms and conditions of the discharge of liabilities, the interested parties are consulted by registered letter with acknowledgment of receipt sent by the court clerk. Such interested parties shall answer to this consultation no later than 21 calendar days following the receipt. Failure to respond shall constitute acceptance of the proposed changes, except if they relate to debt write-offs or debt-to-equity swaps.

Class-based consultation: This applies to companies that, on the date of the petition for commencement of the proceedings, meet or exceed either of the following thresholds (x) 250 employees and €20 million in net turnover or (y) €40 million in net turnover (on a standalone basis or together with other entities that they hold or control, within the meaning of Articles L. 233-1 and L. 233-3 of the French *Code de commerce*), or upon the debtor's request and with the authorization of the supervisory judge if they do not meet such thresholds.

The consultation involves the submission of a proposed safeguard plan prepared by the debtor with the assistance of the court-appointed judicial administrator for consideration by the affected parties (*parties affectées*), as defined below.

Only the affected parties are entitled to vote on the draft plan.

Pursuant to Article L. 626-30 of the French *Code de commerce*, affected parties are:

(i) creditors whose rights are directly impaired by the proposed plan;

(ii) equity holders (including shareholders and holders of securities giving future rights to the share capital) if their equity interests, the debtor's articles of association or by-laws, or their rights are modified by the proposed plan.

The court-appointed administrator is responsible for drawing up the classes and informing each affected party that it is a member of a class. The court-appointed administrator must, on the basis of objective verifiable criteria, allocate the affected parties in classes presenting a sufficient commonality of economic interest (*communauté d'intérêt économique suffisante*) in compliance with the following conditions:

(i) creditors whose claims are secured by security interests *in rem* (*sûretés réelles*), in respect of their claim so secured, and other creditors shall belong to different classes;

(ii) the class formation shall comply with subordination agreements entered into before commencement of the proceedings that shall have been brought to the attention of the court-appointed administrator within ten days from his notification to each affected party of its membership in a class;

(iii) equity holders shall make up one or more classes; and

(iv) claims arising from employment contracts (including the French wage guarantee scheme (AGS) claims), pension rights, and maintenance claims cannot be affected by the plan and in respect of creditors secured by a security trust (*fiducie*) granted by the debtor, only the amount of their claims that are not secured by such security trust is taken into account.

The court-appointed administrator shall notify to each affected party the criteria for class formation and for the determination of the voting rights corresponding to the affected claims or rights allowing them to cast a vote. The amount of the claims taken into consideration is the one communicated by the debtor and certified by its auditor(s) or, failing that, endorsed by a certificate from its chartered certified accountant. Future interest claims calculated by a reference to an index are calculated by reference to the value of the index at the date of the court decision commencing the proceedings. The claims of creditors secured by a security trust (*fiducie*) shall only be taken into account for the portion of their claim not secured by the security trust.

Any affected party, the debtor, the public prosecutor, the creditors representative or the court-appointed administrator is entitled, within ten days following the notification of the criteria for the formation of the classes and the determination of the voting rights referred to in the preceding paragraph, to dispute the same before the supervisory judge. The supervisory judge must rule within ten days of the referral date, and failing that, any aforementioned person may refer the dispute to the court, which must rule within ten days of such later referral date. The supervisory judge's decision (or the court's decision, as the case may be) may be appealed within five days of its notification to the parties.

The proposed plan may, *inter alia*, include a rescheduling or cancellation of debts and/or debt-for-equity swaps (subject to specific exceptions, including in respect of claims benefiting from the Conciliation Lien or the Judicial Restructuring Lien).

The procedures for convening the affected parties and organizing their vote vary according to the parties concerned (creditors, bondholders, equity holders) and are ultimately determined by the court-appointed judicial administrator within certain guidelines set by the 2021 Decree.

The classes must approve or reject the plan within 20 to 30 days of its submission. The period may be extended or shortened by the supervisory judge, upon prior request of the debtor or the court-appointed administrator, but may not be shorter than 15 days.

The decision shall be taken by each class by a two-thirds majority of the votes held by the members casting a vote.

If applicable, the class or classes of equity holders vote under the rules governing votes at shareholders/equity holders' general meetings, except that the decision is taken at the same two-thirds majority. Within a class, the vote on the adoption of the plan may be replaced by an agreement which, after consultation with its members, has received the approval of two-thirds of the voting rights.

Once the draft plan has been adopted by each of the classes, it will be submitted to the commercial court which shall essentially verify that the following conditions are met:

(i) the classes have been duly formed in accordance with the rules mentioned above;

(ii) affected parties, sharing a sufficient commonality of interest within the same class, are treated equally and in proportion to their claim or right;

(iii) the plan has been duly notified to all the affected parties;

(iv) if there are dissenting affected parties, the plan meets the "best interests of creditors" test (i.e., no dissenting party is worse off as a result of the plan than it would be if the order of priority of payments in a judicial liquidation were applied (whether in the event of a piecemeal sale or a court-ordered disposal plan (*plan de cession*)) or in the event of a better alternative solution if the plan was not approved);

(v) where applicable, any new financing is necessary to implement the plan and does not excessively impair the interests of the affected parties; and

(vi) the interests of all affected parties are sufficiently protected.

The court may refuse to adopt the plan if it does not offer a reasonable prospect of avoiding the debtor's insolvency or of ensuring the viability of the business. The judgment adopting the plan renders the plan enforceable against all (*erga omnes)* (including the affected parties who did not vote or voted against the adoption of the plan).

Like plans adopted through a standard consultation, if the plan provides for a share capital increase, the shareholders may pay up their subscription to such share capital increase by way of a set-off against their admitted claims against the debtor (as such claims may be reduced according to the provisions of the plan).

Cross-class cram-down: The 2021 Ordinance has introduced a cross-class cram-down mechanism into French law: where the safeguard plan is not approved by a two-thirds majority of each class, it may be adopted by the court at the request of the debtor or the court-appointed administrator (with the approval of the debtor) and be imposed on the parties that voted against the plan provided that:

(i) the plan complies with the conditions for adoption of the plan by the court mentioned above;

(ii) the plan has been approved by:

  (a) a majority of the classes of affected parties entitled to vote, provided that at least one such class is a class of creditors whose claims are secured by security interests *in rem* (*sûretés réelles*) or is senior to the unsecured creditors' class (*créanciers chirographaires*); or, if such condition is not met,

  (b) at least one of the classes of affected parties entitled to vote, other than an equity holders' class or any other class which, after determining the value of the debtor as a going concern, could reasonably be expected not to be entitled to any payment if the order of priority of payments in a judicial liquidation were applied (whether in the event of a piecemeal sale or a court-ordered disposal plan (*plan de cession*));

(iii) the claims held by a dissenting class of affected parties are fully paid (by identical or equivalent means) if a lower ranking class is entitled to be paid or retains an interest within the plan (i.e., absolute priority rule);

(iv) no class of affected parties receives or retains, under the plan, more than the total amount of its claims or interests;

(v) where one or more classes of equity holders have been constituted and have not approved the plan, the plan can be imposed on such dissenting equity holders if:

(a) the debtor (on a standalone basis or together with other entities which they hold or control, within the meaning of Articles L. 233-1 and L. 233-3 of the French *Code de commerce*) meets or exceeds either of the following thresholds: (x) 250 employees and €20 million of net turnover or (y) €40 million in net turnover;

(b) it is reasonably foreseeable, after determining the value of the debtor as a going concern, that the equity holders of the dissenting class or classes would not be entitled to any payment or retain any interest under the order of priority of payments in a judicial liquidation were applied (whether in the event of a piecemeal sale or a court-ordered disposal plan (*plan de cession*));

(c) if the plan provides for a capital increase to be paid up by cash contribution or by way of set off of claims, the shares issued are offered by preference to the shareholders, *pro rata* their shareholding; and

(d) the plan does not provide for the transfer of all or part of the rights of the dissenting class or classes of equity holders.

The court's decision constitutes approval of the changes to the shareholding structure, to the rights of the equity holders, to the articles of association or the by-laws provided for in the plan. The court may appoint a judicial representative to perform the acts necessary for the implementation of these changes.

Upon request from the debtor, or from the court-appointed administrator with the debtor's consent, the court can override the absolute priority rule if it is deemed necessary to achieve the plan's objectives and if the plan does not excessively affect the rights or interests of affected parties. In particular, supplier claims, equity holders and tort liability claims may benefit from such exemption.

Like plans adopted through a standard consultation, if the court adopts a safeguard plan, it can set a time-period during which the assets that it deems to be essential to the continuation of the business of the debtor may not be disposed of without court's consent.

If no proposed safeguard plan is adopted by the classes of affected parties, the court may, at the request of the debtor, the court-appointed administrator, the creditors' representative (*mandataire judiciaire)* or the public prosecutor, convert the safeguard proceedings into judicial reorganization proceedings if it appears that the adoption of a safeguard plan is impossible and if the end of the safeguard proceedings would certainly lead the debtor to shortly becoming insolvent.

At the latest within ten days from the vote of the classes on the draft plan, any affected party having voted against the draft plan and considering that:

(i) the best interest test criterion has not been met; or

(ii) in the event of a plan adopted by a cross-class cram-down and, based on the valuation of the debtor as a going concern, either (or both) of the following conditions has not been met:

(a) in the event that the plan was approved solely by the vote of an affected class that was not an equity holder, such class would not have been entitled to a payment if the order of payment in a judicial liquidation were applied (whether in the event of a piecemeal disposal or, a court-ordered disposal plan);

(b) in the event that a class, or classes, of equity holders voted against the plan, such class(es) would not have received a payment or retained an interest in the event that the order of payment applicable in a judicial liquidation were applied (whether in the event of a piecemeal disposal or, a court-ordered disposal plan),

may petition the court to dispute the same. Following a hearing and after receiving the public prosecutor's opinion, the court will, in the same decision, determine the value of the debtor (in respect of which the court is entitled to order the appointment of an expert) and rule on compliance with the aforementioned conditions and on the adoption of the plan.

This decision may itself be challenged within ten days of its notification or communication to them, by the affected party(ies) that initially challenged the class vote, the debtor, the court-appointed administrator, the creditors' representative or the public prosecutor.

In the event no safeguard plan is adopted through the class-based consultation procedure (whether by approval by the classes of affected parties or by a cross-class cram-down), there is no statute that allows French courts to impose a term-out (i.e., a rescheduling over a maximum period of 10 years of the indebtedness of dissenting creditors), although the courts retain this power under statute if the plan is adopted under the standard consultation procedure (i.e., if no classes are formed and, in judicial reorganization proceedings, in case of failure of the class-based consultation (see section "*Court-administered Proceedings—Judicial Reorganization or Judicial Liquidation Proceedings*" below)).

<u>*Specific case - Creditors that are public institutions*</u>: public creditors (financial administrations, social security and unemployment insurance organizations) may agree to grant debt write-offs under conditions that are similar to those that would be granted under normal market conditions by a private economic operator placed in a similar position. Public creditors may also decide to enter into subordination agreements for liens or mortgages, or relinquish these security interests. Public creditors examine possible debt write-offs within the framework of a local administrative committee (*Commission des Chefs de Services Financiers*). The tax authorities may grant relief from all direct taxes. As for indirect taxes, relief may only be granted from default interest, adjustments, penalties or fines.

Where the plan provides for debt write-offs or rescheduling affecting secured public creditors' claims, the administrator can decide to gather those public creditors within a class (or classes) of affected parties called upon to vote on the proposed plan.

Court-Administered Proceedings - Accelerated Safeguard

A debtor that is engaged in conciliation proceedings may request the commencement of accelerated safeguard proceedings (*procédure de sauvegarde accélérée*) enabling it to implement a restructuring plan in an expedited fashion through a class-based consultation.

To be eligible to accelerated safeguard proceedings, the debtor must fulfil the following conditions:

(i) its financial statements must have been certified by an auditor (*commissaire aux comptes*) or drawn-up by a chartered certified accountant (*expert-comptable*);

(ii) the debtor must be subject to ongoing conciliation proceedings when it applies for the commencement of the proceedings;

(iii) the debtor must have prepared a draft safeguard plan ensuring the continuation of its business as a going concern that is likely to be supported by enough parties that will be impaired by such plan to render its adoption plausible within an initial two-month period that may be extended up to a total maximum of four months , following commencement of the accelerated safeguard proceedings, upon request from the debtor and the court-appointed administrator, upon request from the debtor and the court-appointed administrator; and

(iv) the debtor must not have been insolvent for more than 45 days when it initially applied for commencement of conciliation proceedings.

The debtor may request the limitation of the scope of the accelerated safeguard proceedings to its financial creditors only, if the nature of its indebtedness is such that a plan could be adopted by such creditors alone.

If the debtor does not meet the thresholds that require creditors' classes to be formed (see above), the court must order such formation in the decision commencing the proceedings.

The regime applicable to standard safeguard proceedings is broadly applicable to accelerated safeguard proceedings. However, certain provisions relating to ongoing contracts and the provisions relating to the recovery of assets by their owners do not apply in accelerated safeguard proceedings.

The list of claims of affected parties, parties to the conciliation proceedings, established by the debtor and certified by the statutory auditor or the chartered-accountant, shall be deemed to constitute the filing of such claims for the purpose of accelerated safeguard proceedings unless the affected parties otherwise elect to make such filing (see section "*Status of Creditors during Safeguard, Accelerated Safeguard, Judicial Reorganization or Judicial Liquidation Proceedings*" below).

The plan, in the context of accelerated safeguard proceedings, is adopted following the same majority rules as in standard safeguard proceedings and may notably provide for rescheduling, debt cancellation and conversion of debt into equity capital of the debtor.

If a plan is not adopted by the creditors and approved by the court within the applicable deadline, the court shall terminate the proceedings. The court cannot reschedule amounts owed to the creditors outside of the class process and, in particular, cannot impose a term-out.

Court-Administered Proceedings - Judicial Reorganization or Judicial Liquidation Proceedings

Judicial reorganization (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) proceedings may be initiated against or by a debtor only if it is insolvent and, in the case of judicial liquidation proceedings only, if the debtor's recovery is manifestly impossible. The debtor is required to petition for judicial reorganization or judicial liquidation proceedings, within 45 days of becoming insolvent if it does not file for conciliation proceedings (as discussed above). *De jure* managers (including directors) and, as the case may be, *de facto* managers that would have failed to file such a petition within the deadline are exposed to civil liability.

Where the debtor requested the commencement of judicial reorganization proceedings and the court, after having heard the debtor, considers that judicial liquidation proceedings would be more appropriate, it may order the commencement of the proceedings that it determines to be most appropriate. The same would apply if the debtor requested the commencement of judicial liquidation proceedings and the court considered that judicial reorganization proceedings would be more appropriate. In addition, at any time during the observation period, upon request of the debtor, the court-appointed administrator, the creditors' representative (*mandataire judiciaire*), a controller, the public prosecutor, or upon its own initiative, the court may convert the judicial reorganization proceedings into judicial liquidation proceedings if it appears that the debtor's recovery is manifestly impossible. The court's decision is only taken after having heard the debtor, the court-appointed administrator, the creditors' representative, the controllers, the public prosecutor and the workers' representatives (if any).

The objectives of judicial reorganization proceedings are the sustainability of the business, the preservation of employment and the payment of creditors, in that order.

As soon as judicial reorganization or judicial liquidation proceedings are commenced, any unpaid amount of share capital of the debtor becomes immediately due and payable.

In the event of judicial reorganization proceedings, an administrator (*administrateur judiciaire*) is usually appointed by the court to investigate the business of the debtor during an observation period, which may last up to 18 months (instead of a maximum of 12 months under safeguard proceedings), and make proposals either for the reorganization of the debtor (by helping the debtor to elaborate a draft judicial reorganization plan, which is similar to a draft safeguard plan and may include a partial sale of the business), or the partial or total disposal of the business or the liquidation of the debtor. The court-appointed administrator will assist the debtor in making management decisions (*mission d'assistance*) or may be empowered by the court to take over the management and control of the debtor (*mission d'administration*).

Judicial reorganization proceedings broadly take place in a manner that is similar to safeguard proceedings (see above), subject to certain specificities.

Differences exist under judicial reorganization proceedings in respect of class formation and the adoption of the restructuring plan. The main differences are as follows:

(i) if the debtor does not meet the required threshold(s) the authorization to form classes of affected parties may also be requested from the supervisory judge by the court-appointed administrator on their own, without the debtor's approval (in addition to being requested by the debtor);

(ii) any affected party may submit a draft plan to the vote of the classes. The draft plan shall be submitted, together with the plan proposed by the debtor, at the latest 15 days before the date of the vote;

(iii) if the draft reorganization plan or the plan provides for a change in the equity structure or share transfers, prior approval clauses (*clauses d'agrément*) are deemed null and void.

(iv) if the plan has not been approved by all classes of affected parties, the court can decide to apply the cross-class cram-down mechanism at the request of any affected party (in addition to the debtor or the administrator with the debtor's consent); and

(v) in the event that plan approval through the class-based consultation procedure (whether by regular approval by the classes of affected parties or by a cross-class cram-down) fails, the approval of the plan may occur through the individual consultation rules (see above).

In relation to equity holders, the following is also to be noted in the event of judicial reorganization proceedings:

(i) in case a shareholders meeting is needed to vote to bring the shareholders equity to a level equal to at least one-half of the share capital as required by Article L. 626-3 of the French *Code de commerce*, the court-appointed administrator may request the appointment a court officer (*mandataire de justice*) to convene a shareholders meeting and to vote the restoration of the shareholders' equity up to the amount proposed by the court-appointed administrator on behalf of the shareholders that refuse to vote in favour of such a resolution, if the draft restructuring plan provides for a modification of the equity to the benefit of a third party(ies) undertaking to comply with the reorganization plan;

(ii) if (a) the debtor company has at least 150 employees, or if it controls (within the meaning of the French *Code du travail*) one or more companies having together at least 150 employees, (b) the disappearance of the debtor company is likely to cause serious harm to the national or regional economy and to local employment, (c) the modification of the debtor company's share capital appears to be the only credible way to avoid harm to the national or regional economy and to allow the continued operation of the business as a going concern, then, at the request of the court-appointed administrator or of the public prosecutor (x) after the review of the options for a total or partial sale of the business and (y) if at least 3 months have elapsed from the court decision commencing the proceedings, provided that the shareholders meetings required to approve the modification of the debtor company's share capital required for adoption of the reorganization plan to be approved have refused such modification, the insolvency court may either:

    (a) appoint a court officer (*mandataire*) to convene the shareholders meeting and vote the share capital increase in lieu of the shareholders having refused to do so, up to the amount provided for in the reorganization plan; or

    (b) order, in favour of the persons who have undertaken to perform the reorganization plan, the sale of all or part of the share capital held by the shareholders who refused the share capital modification and who hold, directly or indirectly a portion of the share capital providing them with a majority of the voting rights (including as a result of an agreement with other shareholders) or a blocking minority in the debtor company's shareholders meetings, any consent clause being deemed unwritten. The other shareholders have the right to withdraw from the debtor company and request that their shares be purchased simultaneously by the transferees. In the event of a sale ordered by the court, the price of the shares shall, failing agreement between the parties, be set by an expert designated by the court in summary proceedings.

In either of the above cases, the reorganization plan shall be subject to the undertaking of the new shareholders to hold their shares for a certain time set by the court that may not exceed the duration of the reorganization plan.

If the proposed reorganization plans are manifestly unlikely to ensure that the debtor will recover or if no reorganization plan is proposed, the court upon the request of the administrator, can order the total or partial sale of the business as part of a court-ordered disposal plan (*plan de cession*).

At any time during the observation period, the court may, at the request of the debtor, the court-appointed administrator, the creditors' representative (*mandataire judiciaire*), the public prosecutor or at its own initiative, order a partial cessation of activity (*cessation partielle de l'activité*) or order the liquidation of the debtor if its reorganization is manifestly impossible. At the end of the observation period, the outcome of the proceedings is decided by the court.

If the court decides to order the judicial liquidation of the debtor, the court will appoint a liquidator, which is generally the former creditors' representative (*mandataire judiciaire*). There is no observation period in judicial liquidation proceedings nor does the law limit their duration (except with respect to simplified judicial liquidation proceedings). The liquidator is vested with the power to represent the debtor and perform the liquidation operations (mainly liquidate the assets and settle the liabilities to the extent the proceeds from the liquidated assets are sufficient, in accordance with the creditors' priority order of payment). The liquidator will take over the management and control of the debtor and the managers of the debtor are no longer in charge of its management.

Concerning the liquidation of the assets of the debtor, there are two possible outcomes, both of which are decided by the court without a vote of the creditors:

(i) a sale of the business (*cession d'entreprise*) (in which case a court-appointed administrator (*administrateur judiciaire*) will usually be appointed to manage the debtor during a temporary period of continuation of the business operations ordered by the court (three months, renewable once) and organise such sale of the business as a going-concern via an asset sale, a.k.a. a "disposal plan" (*plan de cession*)), any third party (as construed under French insolvency law) being entitled to present a bid on all or part of the debtor's business.

As part of the bids submitted to the court, the third-party purchaser can cherry-pick assets (including the real estate assets)/jobs/contracts without the liabilities pertaining to them (save exceptions). The price offered for the transferred assets (including the real estate assets) is usually at a significant discount compared to their going-concern market value. The court will tend to favour a credible disposal plan that ensures the continuation of the business as a going-concern and the preservation of jobs, over the payment of creditors.

Subject to certain exceptions, the court can judicially impose such a disposal plan on creditors, including secured creditors and mortgagees as a general principle, the payment of the purchase price operating to release their security interests. By way of exception:

(a) a purchaser is obliged to continue to pay the remaining instalments due to creditors having granted financing for the acquisition of assets, used as collateral for such creditors and included in the sale of the business plan;

(b) the purchaser will be able to exercise the purchase option under a financial lease only if the outstanding amounts under such lease are repaid (but within the limit of the value of the leased asset as set by agreement between the parties or, failing such agreement, by the court); and

(c) only those secured creditors benefitting from a retention right (which is the case for pledges over inventory or certain types of pledges over shares, but not mortgages over real estate assets) would be entitled to retain their security interest over the asset on which they have such right (and therefore in practice prevent its sale) until they are repaid in full of their claim so secured or unless an agreement is reached with the relevant parties.

Third-party purchasers may also submit combined bids in respect of all or part of the business of several debtors subject to insolvency proceedings, in particular when the key assets are located in different legal entities subject to insolvency proceedings. Again, the price offered for the transferred assets could be significantly less than their going-concern market value; or

(ii) separate sales of the individual assets of the debtor, in which case the liquidator may decide to:

(a) launch auction sales (*vente aux enchères* or *adjudication amiable* for real estate assets only);

(b) sell on an amicable basis (*vente de gré à gré*) each asset for which spontaneous purchase offers have been received, (the formal authorization of the supervisory judge being necessary to conclude the sale agreement with the bidder); or

(c) request, under the supervision of the supervisory judge, all potential interested purchasers to bid on each asset, as the case may be, by way of a private competitive process whereby the bidders submit their offers only at the hearing without the proposed prices being disclosed before such hearing (*procédure des plis cachetés*). However, the possibility to implement such process is questioned by certain legal authors and case-law in this respect has varied.

If the court orders a disposal plan, it can set a time-period during which the assets that it deems to be essential to the continuation of the business of the debtor may not be sold without its consent.

The court will end the judicial liquidation proceedings when either:

(i) no due liabilities remain or the liquidator has sufficient funds to pay off the creditors (*extinction du passif*); or

(ii) continuation of the liquidation operations becomes impossible due to insufficiency of assets (*insuffisance d'actif*).

The court may also terminate the proceedings:

(i) when the interest of the continuation of the liquidation process is disproportionate compared to the difficulty of selling the assets; or

(ii) in the event where there are insufficient funds to pay off the creditors in full, by appointing a *mandataire* in charge of continuing ongoing lawsuits and allocating the amounts received from these lawsuits between the remaining creditors.

The "Hardening Period" (période suspecte) in judicial reorganization and judicial liquidation proceedings

The date of insolvency (*cessation des paiements*) of a debtor is deemed to be the date of the court decision commencing the proceedings, unless, in this decision or in a subsequent one, the court sets an earlier date, which may be no earlier than 18 months before the date of the court decision commencing the proceedings. Also, except in the case of fraud, the insolvency date may not be set at a date earlier than the date of the final court decision that approved an agreement (*homologation*) in the context of conciliation proceedings (see above). The insolvency date is important because it marks the beginning of the hardening period (*période suspecte*), being the period from the insolvency date of the debtor to the court decision commencing the judicial reorganization or judicial liquidation proceedings affecting it.

Certain transactions entered into during the hardening period are automatically void or voidable by the court.

Automatically void transactions include transactions or payments entered into during the hardening period that may constitute voluntary preferences for the benefit of some creditors to the detriment of other creditors. These include transfers of assets for no consideration or for a nominal consideration, contracts under which the obligations of the debtor significantly exceed the reciprocal obligations of the other party, payments of debts not due at the time of payment, payments of debts that are due made in a manner that is not commonly used in the ordinary course of business, deposits of cash or monetary instruments ordered by a court decision that has not yet become final to serve as bond or as a precautionary measure in accordance with Article 2350 of the French *Code civil*, security granted for debts previously incurred (unless they replace a previous security interest of at least an equivalent nature and base and with the exception of the assignment of a professional receivables (*Dailly* assignment) made in execution of a framework agreement entered into prior to the date of insolvency), provisional attachment or seizure measures (*mesures conservatoires*) (unless the attachment or seizure predates the date of insolvency), operations relating to stock options, the transfer of any assets or rights to a trust arrangement (*fiducie*) (unless such transfer is made as security for a debt simultaneously incurred), any amendment to a trust arrangement (*fiducie*) that affects assets or rights already transferred in the trust as security for debt incurred prior to such amendment, and notarised declarations of exemption of assets from seizure (*déclaration d'insaisissabilité*) pursuant to Article L. 526-1 of the French *Code de commerce*.

Transactions that are voidable by the court include payments made on debts that are due, transactions for consideration, administrative seizure measures, notices of attachments made to third parties (*avis à tiers détenteur*), seizures (*saisie attribution*) and oppositions made during the hardening period, in each case if the court determines that the party dealing with the debtor knew that the debtor was insolvent at the relevant time. Transactions relating to the transfer of assets for no consideration and notarised declarations of exemption of assets from seizure (*déclaration d'insaisissabilité*) pursuant to Article L. 526-1 of the French *Code de commerce* are also voidable when entered into during the six-month period prior to the beginning of the hardening period. Unlike automatically void transactions, which must be set aside by the court if so requested, the court has discretion to decide whether or not it is appropriate to set aside transactions that are only "voidable". There is no hardening period prior to safeguard proceedings or to accelerated safeguard proceedings.

Creditor Liability

Pursuant to Article L. 650-1 of the French *Code de commerce* (as interpreted by case law), where safeguard, judicial reorganization, or judicial liquidation proceedings have been commenced, creditors may only be held liable for the losses suffered as a result of credit facilities granted to the debtor, if the granting of such credit was wrongful and in the case of (i) fraud, (ii) material interference with the management of the debtor or (iii) if the security or guarantees taken to support the facilities are disproportionate to such facilities. In addition, any security or guarantees taken to support facilities in respect of which a creditor is found liable on any of these grounds can be cancelled or reduced by the court.

Status of Creditors during Safeguard, Accelerated Safeguard, Judicial Reorganization or Judicial Liquidation Proceedings

Contractual provisions pursuant to which the commencement of the proceedings triggers the acceleration of the debt (except with respect to judicial liquidation proceedings in which the court does not order the continued operation of the business) or the termination or cancellation of an ongoing contract are not enforceable against the debtor. Nor are "*contractual provisions modifying the conditions of continuation of an ongoing contract, diminishing the rights or increasing the obligations of the debtor solely upon the opening of judicial reorganization proceedings*" (in accordance with a decision of the French Supreme Court dated 14 January 2014, no. 12-22.909, which case law is likely to be extended to safeguard or accelerated safeguard proceedings). However, except in accelerated safeguard proceedings and judicial liquidation proceedings where the continued operation of the business has not been ordered by the court, the court-appointed administrator can unilaterally decide to terminate ongoing contracts (*contrats en cours*) that it believes the debtor will not be able to continue to perform, and request from the supervisory judge (*juge commissaire*) the termination of the said contracts if it appears necessary to the restructuring of the debtor and does not excessively harm the interests of the other party. Conversely, the court-appointed administrator can require that other parties to a contract continue to perform their obligations even though the debtor may have been in default, but on the condition that the debtor fully performs its post-commencement contractual obligations (and provided that, in the case of judicial reorganization or judicial liquidation proceedings, absent consent to other terms of payment, the debtor pays cash on delivery). The commencement of judicial liquidation proceedings, however, automatically accelerates the maturity of all of a debtor's obligations unless the court orders the continued operation of the business with a view to the adoption of a disposal plan (*plan de cession*) as described above. In such case, the acceleration of the obligations will only occur on the date of the court decision ordering the disposal plan, as described above, or on the date on which the continued operation of the business ends.

As from the court decision commencing the proceedings:

(i) accrual of interest is suspended, except in respect of loans for a term of at least one year, or of contracts providing for a payment that is deferred by at least one year (however, accrued interest can no longer be compounded);

(ii) the debtor is prohibited from paying debts incurred prior to the commencement of the proceedings, subject to specified exceptions, which essentially cover the set-off of related (*connexes*) debts and payments authorised by the supervisory judge (*juge commissaire*) to recover assets (whether they be pledged, retained by a creditor based on a retention right or constitute collateral in a security trust estate (*patrimoine fiduciaire*) required by the continued operation of the business) or to pay a carrier requesting payment directly from the debtor;

(iii) the debtor is prohibited from paying debts having arisen after the commencement of the proceedings unless they were incurred for the purposes of the proceedings or of the observation period or in consideration of services rendered/goods provided to the debtor; security interests can be granted as regards such debts the payment of which is not prohibited, subject to prior authorization by the supervisory judge;

(iv) debts duly arising after the commencement of the proceedings and that were incurred for the purposes of the proceedings or of the observation period, or in consideration of services rendered/goods provided to the debtor during this period, must be paid as and when they fall due and, if not, will be given priority over debts incurred prior to the commencement of the proceedings (with certain limited exceptions, such as claims secured by a Conciliation Lien or a Judicial Restructuring Lien), provided that they are duly brought to the attention of the judicial administrator or, failing one, the creditors' representative (*mandataire judiciaire)*, or, should they both have ceased to be in office, the plan commissioner or the judicial liquidator within one year of the end of the observation period;

(v) creditors (or beneficiaries of a third party security granted by the debtor) may not initiate or pursue any individual legal action against the debtor (or against a guarantor of the debtor where such guarantor is a natural person) with respect to any claim arising prior to the court decision commencing the proceedings, if the objective of such legal action is:

(a) to obtain an order for payment of a sum of money by the debtor to the creditor (however, the creditor may require that a court determine the amount due in order to file a proof of claim, as described below);

(b) to terminate a contract for nonpayment of amounts owed to the creditor; or

(c) to enforce the creditor's rights against any assets of the debtor, including if such assets secure third party debt, except (i) in judicial liquidation proceedings, by way of the applicable specific process for judicial foreclosure (*attribution judiciaire*) of the pledged assets or (ii) where such asset- whether tangible or intangible, movable or immovable is located in another Member State within the European Union, in which case the rights *in rem* of creditors thereon would not be affected by the insolvency proceedings commenced in France, in accordance with the terms of Article 8 of the EU Insolvency Regulation (subject to secondary proceedings which may be commenced in such Member State). Similarly, the rights of a creditor on the debtor's assets located outside France and the EU would only be affected by the French insolvency proceedings if they were to be recognised by the local courts where the assets at stake are located (unless provided otherwise in a treaty to which France is a party); and

(vi) any increase to the base of a contractual security interest or a contractual retention right: (by any means whatsoever, by adding or supplementing assets or rights, in particular by registration of securities or proceeds supplementing the securities registered in a pledged securities account) is prohibited; any contrary provision, in particular relating to the transfer of future assets or rights of the debtor not yet in existence on the date of the judgment commencing the proceedings, will be held unenforceable as from the date of commencement of the proceedings; by exception, the increase in the base of a contractual security interest may however validly result from an assignment of professional receivables (*Dailly* assignment) pursuant to a master agreement entered into before commencement of the proceedings or from other specific contrary provisions of the French *Code de commerce* regarding restructuring and insolvency, the French *Code monétaire et financier* or the French *Code des assurances* and

(vii) in the context of reorganization or judicial liquidation proceedings only, absent consent to other terms of payment, immediate cash payment for services rendered pursuant to an ongoing contract (*contrat en cours*), will be required.

A natural person that is the guarantor of the debtor may avail itself of the provisions of a safeguard plan or of a judicial reorganization plan adopted by the court.

In accelerated safeguard, the above rules would only apply to the creditors that fall within the scope of the proceedings (see above). Debts owed to creditors that are not within the scope of the proceedings continue to be payable in the ordinary course of business.

As a general rule, creditors domiciled in metropolitan France whose claims arose prior to the commencement of the proceedings must file a claim with the court-appointed creditors' representative within two months of the publication of the court decision in the relevant official gazette (*Bulletin Officiel des Annonces Civiles et Commerciales*); this period is extended to four months for creditors domiciled outside metropolitan France. Creditors must also file a claim for the post-commencement non-privileged debts, with respect to which the two-month or four-month period referred to above starts to run as from their maturity date. Creditors whose claims have not been submitted during the relevant period are, except for limited exceptions, barred from receiving distributions made in connection with the proceedings. Employees are not subject to such limitations and are preferred creditors under French law.

In addition, the holder of a security interest *in rem* granted by the debtor to secure the debt of a third party must also file a statement of claim with the creditors' representative under the same conditions.

At the beginning of the proceedings, the debtor must provide the court-appointed administrator and the creditors' representative with the list of all its creditors and all of their claims. Where the debtor has informed the creditors' representative of the existence of a claim, the claim as reported by the debtor is deemed to be a filing of the claim with the creditors' representative on behalf of the creditor. Creditors are allowed to ratify or amend a proof of claim so made on their behalf until the supervisory judge rules on the admissibility of the claim. They may also file their own proof of claim within the deadlines described above.

In accelerated safeguard proceedings however, the debtor draws a list of the claims of its creditors having taken part in the conciliation proceedings, which is certified by its statutory auditors or chartered certified accountant. Although such creditors may file proofs of claim as part of the regular process, they may also avail themselves of this simplified alternative and merely adjust if necessary the amounts of their claims as set forth in the list prepared by the debtor (within the above two or four months' time limit). Creditors that did not take part in the conciliation proceedings must file their proofs of claim within the aforementioned deadlines.

If the court adopts a safeguard plan, accelerated safeguard plan or reorganization plan, claims of creditors included in the plan will be paid according to the terms of the plan.

If the court orders a disposal plan (*plan de cession*) of the debtor in judicial reorganization or judicial liquidation proceedings (see above), the proceeds of the sale will be allocated towards the repayment of its creditors according to the ranking of the claims. If the court decides to order the judicial liquidation of the debtor, the liquidator appointed by the court will be in charge of settling the debtor's debts in accordance with their ranking.

French insolvency law assigns priority to the payment of certain preferred creditors, including employees, post-commencement legal costs (essentially, court officials fees), creditors who benefit from a Conciliation Lien or a Judicial Restructuring Lien (see above), post-commencement privileged creditors and public creditors (i.e., taxes and social charges). In the event of judicial liquidation proceedings only, certain pre-commencement secured creditors whose claim is secured by real estate are paid prior to post-commencement privileged creditors. This order of priority is not relevant to all creditors, for example creditors benefiting from a retention right over assets with respect to their claim related to such asset will be treated separately.

Fraudulent Conveyance

French law contains specific, "*action paulienne*" provisions dealing with fraudulent conveyance both in and outside insolvency proceedings. The *action paulienne* offers creditors protection against a decrease in their means of recovery. A legal act performed by a debtor (including, without limitation, an agreement pursuant to which such debtor guarantees the performance of the obligations of a third party or agrees to provide or provides security for any of such debtor's or a third party's obligations, enters into additional agreements benefiting from existing security or any other legal act having similar effect) can be challenged in or outside insolvency proceedings of the relevant debtor by the creditors' representative (*mandataire judiciaire*), the commissioner of the safeguard or reorganization plan (*commissaire à l'exécution du plan*) insolvency proceedings of the relevant debtor, or by any of the creditors of the relevant debtor outside the insolvency proceedings or any creditor who was prejudiced in its means of recovery as a consequence of the act in or outside insolvency proceedings. Any such legal act may be declared unenforceable against third parties if:

(i) the debtor performed such act without an obligation to do so;

(ii) the relevant creditor or (in the case of the debtor's insolvency proceedings) any creditor was prejudiced in its means of recovery as a consequence of the act; and

(iii) at the time the legal act was performed, both the debtor and the counterparty to the transaction knew or should have known that one or more of such debtor's creditors (existing or future) would be prejudiced in their means of recovery (where the legal act was entered into for no consideration (*à titre gratuit*), no such knowledge of the counterparty is necessary).

If a court found that the issuance of the Notes involved a fraudulent conveyance that did not qualify for any defence under applicable law, then the issuance of the Notes could be declared unenforceable against third parties or declared unenforceable against the creditor who lodged the claim in relation to the relevant act. As a result of such successful challenges, holders of the Notes may not enjoy the benefit of the Notes and the value of any consideration that holders of the Notes received with respect to the Notes could also be subject to recovery from the holders of the Notes and, possibly, from subsequent transferees. In addition, under such circumstances, holders of the Notes might be held liable for any damages incurred by prejudiced creditors of the Issuer as a result of the fraudulent conveyance.

LISTING AND GENERAL INFORMATION

Listing

Application will be made to Euronext Dublin for the approval of this document as listing particulars. Application will be made to Euronext Dublin for the Notes to be admitted to listing on the Official List and to be admitted to trading on the Global Exchange Market in accordance with the rules of that exchange.

For so long as the Notes are listed on the Global Exchange Market and the rules of Euronext Dublin require, copies of the following documents may be inspected or collected in physical form during normal business hours by a holder of Notes upon reasonable request at the specified office of the paying agent in London or may be provided by email to a holder of the Notes following their prior written request to the paying agent and provision of proof of holding and identity (in a form satisfactory to the paying agent):

- our organizational documents;
- our 2022 Consolidated Financial Statements and 2023 Consolidated Financial Statements;
- the Trust Deed; and
- the Agency Agreement.

The current paying agent and transfer agent is Citibank, N.A., London Branch. We reserve the right to vary such appointment and we will publish notice of such change of appointment.

Clearing Information

The Notes have been accepted for clearance through Euroclear and Clearstream. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B 1210 Brussels, Belgium; and the address of Clearstream is Clearstream Banking S.A., 42 Avenue JF Kennedy, L 1855 Luxembourg.

The Notes have been accepted for clearance and settlement through the facilities of Clearstream and Euroclear under the following codes:

- the 2029 Notes sold pursuant to Regulation S will have a Common Code of . The ISIN for the 2029 Notes sold pursuant to Regulation S is ; and
- the 2031 Notes sold pursuant to Regulation S will have a Common Code of . The ISIN for the 2031 Notes sold pursuant to Regulation S is .

Legal Information

Our financial year runs from 1 January to 31 December. We are required by our primary regulator, the *Autorité des marchés financiers*, to publish financial results twice a year, on an annual and semi-annual basis.

The Issuer's legal entity identifier ("**LEI**") code is 969500F0VMZLK2IULV85.

The creation and issuance of the Notes was authorised by a decision of our Board of Directors on 16 February 2024.

For a description of our material indebtedness as at 31 December 2023, see the section entitled "*Description of Other Indebtedness*" in this Offering Circular.

Main Subsidiaries

The Issuer is the parent company of our Group, which, at 31 December 2023, included 292 fully consolidated subsidiaries and 39 entities consolidated under the equity method. None of our subsidiaries accounts for more than 10% of our total consolidated adjusted EBITDA or sales, but one of our subsidiaries accounts for more than 10% of assets. Our consolidated subsidiaries for each respective year are set out in the notes to our audited consolidated financial statements for the years ended 31 December 2023, 2022 and 2021.

Significant Change

There has been no significant change in our financial or trading position since 31 December 2023, and there has been no material adverse change in our prospects since 31 December 2023.

Litigation

Except as disclosed in this Offering Circular in "*Business – Litigation*", in the previous twelve months, we have not been involved in and have no knowledge of any threatened legal, governmental or administrative proceedings or arbitration which would have a significant effect on our financial position or profitability or on the issue and offering of the Notes.

Material Contracts

Except as disclosed in this Offering Circular, there are, at the date of this Offering Circular, no material contracts entered into other than in the ordinary course of our business, which could result in us being under an obligation or entitlement that is material to our ability to meet our obligations to Noteholders in respect of the Notes being issued.

Conflicts of Interest

Except as disclosed in this Offering Circular, there are, at the date of this Offering Circular, no potential conflicts of interest between the duties of the members of our Board of Directors and their private interests and/or their other duties.

Persons Having an Interest Material in the Offering

Save as disclosed in "*Subscription and Sale of the Notes*", to our knowledge, no person involved in the Offering of the Notes has an interest material in the Offering.

Responsibility

We accept responsibility for the information contained in this Offering Circular. We declare that, having taken all reasonable care to ensure that such is the case, the information contained in this Offering Circular is, to the best of our knowledge, in accordance with the facts and contains no omissions likely to affect its import.

Irish Listing Agent

Walkers Listing Services Ltd is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to trading on the Global Exchange Market of Euronext Dublin.

THE ISSUER

We are a public company with limited liability (*société européenne*) incorporated under the laws of the Republic of France, and we have, as of 31 December 2023, share capital of €1,379,625,380 represented by 197,089,340 fully paid up shares with a par value of €7 each. We were incorporated on 1 July 1929 for a term of 99 years, except if the term is extended or if we are subject to early dissolution. The duration of the Company was extended until 28 May 2117 by the extraordinary shareholders' meeting on 29 May 2018. Our ordinary shares are listed for trading on Euronext Paris.

Our registered office is 23-27 Avenue des Champs Pierreux, 92000 Nanterre, France, and we are registered with the *Registre du commerce et des sociétés* of Nanterre under number 542 005 376. Our telephone number is +33 (0)1 72 36 70 00.

Our corporate purpose is to engage in the following business activities, directly or indirectly, in France and abroad to:

- create, acquire, run, directly or indirectly manage, by acquisition of holdings, by rental or by any other means, in France and internationally, all forms of industrial companies, trading companies, and tertiary sector companies;
- research, obtain, acquire and use patents, licenses, processes and trademarks;
- rent all types of real estate, bare or constructed;
- provide administrative, financial and technical assistance to affiliated companies;
- run plants and establishments which we own or may acquire in the future;
- manufacture, use and/or sell, regardless of form, our own products or those of affiliated companies;
- manufacture and commercialise, by direct or indirect means, all products, accessories or equipment, regardless of their nature, intended for industrial use, and in particular the automotive industry; and
- to directly or indirectly participate in all financial, industrial or commercial operations that may relate, directly or indirectly, to any one of the abovementioned purposes, including but not limited to setting up new companies, making asset contributions, subscribing to or purchasing shares or voting rights, acquiring an interest or holding, mergers, or in any other way,

and more generally, to conduct any industrial, commercial and financial operations, and operations relating to fixed or unfixed assets, that may relate, directly or indirectly, to any one of the above-mentioned purposes, totally or partially, or to any similar or related purposes, and even to other purposes of a nature to promote our business.

LEGAL MATTERS

Certain legal matters in connection with the Offering will be passed upon for us by White & Case LLP, as to matters of French law. Certain legal matters in connection with the Offering will be passed upon for the Initial Purchasers by Latham & Watkins (London) LLP, as to matters of English law.

INDEPENDENT STATUTORY AUDITORS

The Group's independent statutory auditors are currently Mazars and Ernst & Young Audit.

The address of Ernst & Young Audit is Tour First, 1, Place des Saisons, TSA 14444, 92037 Paris La Défense Cedex, France. The address of Mazars is 61 Rue Henri Regnault, Exaltis, 92400 Courbevoie, France. Each of these auditors are members of the *Compagnie régionale des Commissaires aux Comptes* de Versailles and are regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux Comptes*. Mazars and Ernst & Young Audit have audited the Group's consolidated financial statements as of and for the fiscal years ended 31 December 2023, 2022 and 2021 in accordance with professional standards applicable in France and rendered unqualified audit reports on the 2023 Consolidated Financial Statements and the 2022 Consolidated Financial Statements.

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