LOCAL SUPPLEMENT FOR IRELAND

EMPLOYEE SHARE OFFER SHARES4U 2026

This Local Supplement for Ireland is provided to you in addition to other Shares4U 2026 offer documents (in particular, the Brochure, the Subscription form and the Key Information Documents of the FCPE Shares4U Relais 2026 and FCPE Valeorizon). It contains a brief summary of the local offer information and principal tax consequences relating to the offer.

Please note that neither Valeo nor your employer is providing you with, and will not provide you with, any personal, financial or tax advice in relation to this offer.

LOCAL OFFER INFORMATION

Your subscription

SECURITIES LAW INFORMATION

This offer is made in reliance on the exemption from publishing a prospectus provided for in Art. 1 para. 4 lit i) of Regulation 2017/1129 as amended, and the local enacting legislation.

METHOD OF PAYMENT

Payment of your subscription amount can be made by direct debit in SEPA format AND/OR in instalments to be deducted from your salary over 3 months. You can opt for either option or combine payment options.

- Payment by bank debit in SEPA format:

The account indicated by you in the Subscription form will be debited on November 10, 2026 for the amount of your subscription by direct bank debit.

- Payment in instalments deducted from salary:

  This payment facility is offered only up to a maximum of 10% of net salary ensuring a minimum monthly gross payment of €1,603. If you wish to invest more, you can combine with payment by direct bank debit in SEPA format.

  The amount of your subscription by this payment method will be divided into 3 instalments of equal amount to be deducted from your salary over 3 months, starting with the month of November 2026.

  If your employment terminates before you have paid the Subscription Price in full, the unpaid balance of the subscription will become due and payable upon termination of your employment. Your employer will have the right to collect any unpaid portion of the Subscription Price from other amounts that are owed to you. Furthermore, your employer reserves the right to file a claim against you for payment of the unpaid amounts.

LOCK-UP PERIOD OF NEARLY 5 YEARS AND EARLY EXIT EVENTS

In consideration of the benefits granted under the offer, your investment (subscribed shares/FCPE units) is subject to a lock-up period of approximately 5 years (up to and including June 30, 2031), during which you will not be able to redeem your investment.

However, in the case of occurrence of any of the following events, your investment can be released before the end of the lock-up period:

Your Death Please note that for events marked (*),the request for early release must be submitted within 6 months following the event. If you do not request early release within six months of the event, your shares will remain subject to the five-year lock-up period (subject to the occurrence of a further early release event).

Redemption shall take place in the form of a single payment that, at your nominated beneficiaries choice, shall relate to all or some of your assets that may be redeemed. In case of occurrence of an early exit event between the end of the subscription period and the date of the capital increase, the exit request should be sent and will be processed after the date of capital increase.

These early release events are defined by French law and must be interpreted and applied in a manner consistent with French law. You should not conclude that an early release event is available unless you have described your specific case to your employer and your employer has confirmed that it applies to your situation, upon providing the required supporting documentation.

Please note that occurrence of an early release event only concerns the ability to redeem the shares purchased with your personal investment in the offering **as distinct from the Free Shares discussed below**.

As your Free Shares will not be delivered until November 30, 2029 (except in case of disability or death, provided you request such delivery), in case you request redemption of all your assets before such date and you leave the Group, you must ensure to update your Valeo former employer with your personal data in case of change thereof so as to enable their delivery.

Please note that in the event of your death before the delivery date, your legal heirs must request early delivery of the Free Shares within a period of six months following the date of death; failure to do so shall result in the loss of the Free Shares.

Free Shares

Your investment is matched by a grant of additional shares of Valeo without your payment of any additional consideration (“Free Shares”). The number of Free Shares granted to you will be calculated based on the matching scale as indicated in the Brochure.

Free Shares are conditional rights to receive shares of Valeo without any additional payment, subject to the terms and conditions of this Plan. It is expected that the conditional right to Free Shares will be granted on November 18, 2026 and that the Free Shares will be delivered to you on or about November 30, 2029, subject to the terms and conditions provided for in the Free Share Plan Rules, which include in particular, a condition of continued employment. The period between the grant and the delivery of Free Shares is referred to as the vesting period. You will find below a summary of certain conditions applicable to the grant, vesting and delivery of the Free Shares. For the full description, please refer to the Free Share Plan Rules made available to you at shares4u.valeo.com and upon request from your local Human Resources department.

In order to be eligible for the grant of Free Shares, you must meet the following conditions:

1. You must have submitted a valid Subscription form to participate in the Shares4U 2026 offer;
2. You must be employed by a Valeo Group company on the date of grant of the conditional right to Free Shares which is expected to occur on November 18, 2026.

The Free Shares conditionally granted to you will then be subject to a vesting period of 3 years, ending on November 30, 2029. During this vesting period, you are not the owner of the Free Shares, you will not have the right to receive dividends or to vote at shareholders' meetings. You have **the right to receive the Free Shares once the vesting period has expired**, provided that your employment contract will not have been terminated during the vesting period due to:

- Marriage or civil partnership; (*)
- Birth or adoption of a third (or more) child provided that your household is already financially responsible for at least two children; (*)
- Divorce, dissolution of civil partnership or separation when it is accompanied by a court decision specifying that your home is to be the sole or shared ordinary place of residence of at least one child; (*)
- Domestic violence committed against you by your spouse or civil partner or your former spouse or civil partner, when a police report or a court order is issued confirming the existence of such domestic violence;
- Termination of your employment (this case does not apply in case of mobility intra-group);
- Disability (you, your spouse, civil partner or child); or
- Death (you or your spouse or civil partner).

For the purpose of the vesting condition, dismissal for misconduct is defined as “any dismissal caused by wrongful conduct of the employee such as gross negligence in the performance of duties or wilful and continuous failure or refusal to perform any duties reasonably requested in the course of employment or service with a Valeo Group company, lack of loyalty towards the employer, serious violation of company rules or a fraudulent or dishonest act”. In addition, in the cases of mutual termination agreement which are considered as resignation or result from misconduct, the employee also loses the right to the Free Shares (to avoid any doubt, those mutual termination agreements which are not considered as resignation or result from misconduct will not trigger loss of Free Shares, unless the agreement indicates the loss thereof).

If your employment is terminated before the end of the vesting period for any reason other than the cases listed above, your rights to the Free Shares will be preserved. In particular, departure on retirement from the Valeo Group at the normal retirement age shall not be considered as a resignation and your rights to Free Shares will not be affected. Similarly, if your employer company is no longer within the Valeo Group, your rights to Free Shares will not be affected.

In the case of death and disability, as described in the Free Share Plan Rules, your Free Shares will be delivered in advance provided, in the case of death, that the request for advance delivery is made within the six-month period following the death. As mentioned above, failure to do so shall result in the loss of your conditional right to receive the Free Shares.

Your Free Shares will be delivered to the FCPE Valeorizon or another equivalent vehicle. You can request redemption of your FCPE units corresponding to the Free Shares upon delivery or continue to hold your units in the FCPE for as long as you wish. Please note that redemption will not be possible during certain “black-out” periods as described in the Free Share Plan Rules in accordance with French law, in particular with respect to the insider trading restrictions

Labor law disclaimer

Please note that this offer is provided to you by the French company Valeo, not by your local employer.

The offer does not form part of your employment agreement and does not amend or supplement such agreement.

The launch of the present offer results from a decision taken at the discretion of Valeo. It does not constitute a right granted and participation in this offer in no way confers any right to participate in similar transactions. There is no obligation of Valeo to launch new offers in subsequent years.

Benefits or payments that you may receive or be eligible for under the offer will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to you (including in cases of termination of employment).

TAX INFORMATION FOR EMPLOYEES RESIDENT IN IRELAND

This summary sets forth general principles that are expected to apply to employees who (i) are and remain until disposal of their investment resident in Ireland for the purposes of the tax laws of Ireland and the Convention between Ireland and the French Republic for the avoidance of double taxation (the "Treaty") and (ii) are entitled to the benefits of the Treaty.

This summary is given for informational purposes only and should not be relied upon as being either complete or conclusive.

The tax consequences listed below are described in accordance with Ireland and certain French tax law and tax practices, as well as the Treaty, all of which are applicable at the time of the offer.

These laws, practices and the Treaty may change over time.

The tax treatment that applies to you may be different from the regime described in this summary depending on your personal situation, and in particular if you are in international mobility.

For definitive advice, employees should consult their own tax advisors regarding the tax consequences of participation to the offer.

Tax summary

(Please note that the chart below is only a summary. Please read carefully the more detailed information provided in this document carefully.)

	Discount	Payment facility	Dividends	Free Shares	Gain at redemption
When does the benefit become taxable?	Upon subscription	Upon subscription	Upon distribution, despite reinvestment in the FCPE	Upon delivery	Upon redemption
Where is it taxable?	In Ireland	In Ireland	In Ireland	In Ireland	In Ireland
Income tax	Yes, withheld by your employer	Yes, withheld by your employer	Yes, to be paid by you	Yes, withheld by your employer	Yes, to be paid by you
Social Security charges	Yes	Yes	Yes	Yes	No
Do specific exemptions apply?	No	No	No	No	Yes, annual exemption for capital gains of up to €1,270

Taxation in France

Considering that during the nearly 5-year lock-up period, your investment will be held in the FCPE Valeorizon and that such FCPE reinvest any dividends that may be distributed by Valeo, you will not be subject to tax in France with respect to subscription, holding or redemption of your FCPE units, nor with respect to the grant or delivery of the Free Shares.

Taxation in Ireland

UPON SUBSCRIPTION

Will I be required to pay any tax or Social Security charges with respect to subscription of shares at a discounted price?

Upon subscription to the shares, it is expected that a liability to income tax rate at your marginal rate (20% or 40% for 2026) will arise on the difference between the market value of the shares at the date of subscription (i.e. the date of the capital increase) and the subscription price (which is calculated by reference to an average trading price minus a discount). The taxable amount on subscription should also be subject to the Universal Social Charge (USC). The USC is currently 0.5%, 2%, 3% or 8% depending on your level of income for the tax year in question. Employee Pay Related Social Insurance (PRSI) should also apply at a rate of 4.2% for 2026, although the rate is due to increase from 01 October 2026. There should be no charge to Employer PRSI in respect of share based remuneration.

Employer PAYE (Pay as You Earn) withholdings are required for taxable benefits arising from share awards to employees and directors. USC and Employee PRSI must also be collected at source by the employer as part of the normal payroll withholding tax system. Details of the income tax, USC and PRSI collected at source will be included in your end of year statement available from the Revenue Commissioners for the relevant tax year.

If I opted for payment in instalments to be deducted from my salary, will this facility constitute a taxable benefit?

A benefit in kind arises by reference to a preferential loan provided by your employer. The benefit in kind is calculated at 13.5% *per annum* for the period in which the loan is outstanding. Tax in respect of the benefit in kind will be deducted through the payroll tax system by your employer.

Will I be required to pay any tax or Social Security charges with respect to the grant of Free Shares?

No, you will not be subject to tax or Social Security charges upon the grant of the right to receive Free Shares.

DURING THE LIFE OF THE PLAN

Will I be required to pay any tax or Social Security charges on dividends?

- **France**
  In the absence of a distribution to employees by the FCPE of the dividends received from Valeo, no withholding tax will be levied in France.
- **Ireland**
  Under the offer, your dividends will be reinvested in the FCPE for additional shares, and may increase the value of the units that you hold. It is expected that you will be subject to tax on the dividends used to acquire the additional shares held by the FCPE on your behalf. A charge to income tax (at your marginal rate), the USC and employee PRSI (depending on your personal circumstances) may arise on an amount equal to the net dividend foregone (and issued in shares held by the FCPE). You are required to pay any amounts directly to the Revenue Commissioners.

Will I be required to pay any tax or Social Security charges with respect to the delivery of Free Shares in the FCPE (after the 3-year vesting period, the Free Shares not being subject to any lock-up period)?

It is expected that you should be subject to income tax at your marginal rate of tax (currently either 20% or 40%) on an amount equal to the fair market value of the shares at the date on which you become beneficially entitled to the shares (normally upon delivery). You should also be subject to the USC (currently 0.5%, 2%, 3% or 8%), depending on your aggregate level of income for the tax year in question. Employee Pay Related Social Insurance (PRSI) should also apply (currently 4.2%).

Please note that if as the result of delivery of Free Shares to you, your employer or a Valeo Group company is or would be required to pay or withhold taxes, social charges, or any other type of taxes on your behalf, Valeo reserves the right to delay the delivery of the Free Shares until such time as you have paid the amounts due or have made the necessary arrangements for their payment. Alternatively, Valeo or your employer may (i) withhold the necessary amounts from your salary or (ii) initiate the sale of a sufficient number of Free Shares to cover the payment of amounts owed by you with the proceeds derived from such sale.

Will I be required to pay any tax or social security charges at the end of the lock-up period (with respect to subscribed units)?

It is not expected that any tax or social security charges will be payable at the end of the lock—up period. (provided the shares are not disposed of.

Will I be required to pay any wealth tax on the units I own?

No.

UPON REDEMPTION

Will I be required to pay any tax or Social Security charges when I ask the FCPE to redeem my units?

When you redeem your investment in the FCPE, it is expected that you will be liable for tax on any gain arising on the disposal of shares held for you by the FCPE. Gains (defined as the total value of the cash received at redemption of the units, less the amount paid by you at subscription and the amount of the benefit you have already paid tax on) are subject to Capital Gains Tax at a rate of 33%, subject to an annual exemption of €1,270. In the event that you are regarded as having taxable income by reference to the reinvested dividends, that amount will also increase the employees allowable cost and reduce any capital gain arising. In the event that you are tax resident in Ireland, but not Irish domiciled, you should only be liable to pay Capital Gains Tax on the gain realised on the redemption of the FCPE units or subsequent sale of shares to the extent that the proceeds of the redemption are remitted to Ireland. This is on the assumption that the shares do not constitute Irish property.

There is no Social Security (PRSI) charge on redemption.

You are required to pay any amounts directly to the Revenue Commissioners. In respect of gains arising on disposals of the FCPE units in the tax year up to November 30, you must pay the capital gains tax due by December 15, of that tax year. For gains arising on disposals between December 1, and December 31, the capital gains tax must be paid by the following January 31. You will also be required to report any chargeable gain arising in your annual tax return due by October 31, in the following year. Details of the relevant return on which the chargeable gain must be reported can be found on the Irish Revenue website at the following link – https://www.revenue.ie/en/gains-gifts-and-inheritance/transfering-an-asset/whenand-how-do-you-pay-and-file-cgt.aspx.

EMPLOYER'S OBLIGATIONS

Where the gain on subscription has been taxed through the payroll tax system, your employer will have to submit details to the Revenue Commissioners of shares awarded to employees where a tax liability arises in respect of the award. Your employer will also have to submit details to the Revenue Commissioners of the Free Shares awarded.

YOUR REPORTING OBLIGATIONS

Where the gain on subscription has been taxed through the payroll system, you are not required to separately notify the Revenue Commissioners in your annual tax return of the taxable discount received on the acquisition of your Valeo shares/FCPE units. You may be required to indicate on your tax return that you have acquired chargeable assets in the year.

You should report any dividend payment arising in your annual tax return due by 31 October in the following year and to make the appropriate tax payment to the Revenue. You should also report any additional shares acquired by way of automatic reinvestment of dividends by the FCPE.

You are also required to report gains within the charge to capital gains tax on your annual tax return.

For a more complete description of the offer, please refer to the offer documents as well as to the Rules of the Valeo International Group Savings Plan, to the Free Share Plan Rules and to the Regulations of the FCPE Shares4U Relais 2026 and of the FCPE Valeorizon, as approved by the AMF, the French securities authority. All these documents are made available to you at shares4u.valeo.com and upon request from your HR correspondent.

Information contained in this document is being provided to you solely as information.

Nothing contained in this document or in any other materials distributed or made available to you in connection with this offer shall confer upon you any rights or entitlement with respect to your employment. Your decision whether or not to participate in this offer is entirely voluntary and personal. The offer is discretionary and participation in the offer is separate from and does not form part of your employment.

Shares of Valeo are listed on Euronext Paris (the Paris stock exchange). Your investment is linked to and therefore will fluctuate with the market price of the Valeo share. As a result, your investment is at risk. Valeo's latest Universal Registration Document *(Document d'Enregistrement Universel)* and financial reports are available to you at www.valeo.com and at request to your employer. These documents contain information on the business of Valeo, its financial results and certain risks associated with investment in shares.

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