LOCAL SUPPLEMENT FOR THE UNITED STATES

EMPLOYEE SHARE OFFER SHARES4U 2026

This Local Supplement for the United States is provided to you in addition to other 2026 Shares4U offering documents (in particular, the Brochure and the Subscription Form). It contains a brief summary of information relevant to employees located in the United States and of the principal U.S. and French tax consequences relating to the offering.

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 offering.

LOCAL OFFERING INFORMATION

SECURITIES LAW INFORMATION

The securities offered hereby will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or under any state securities laws, and neither the United States Securities and Exchange Commission nor any state securities commission has approved or disapproved the securities or passed on the adequacy or accuracy of this document or the other documents delivered to you in connection with the offering. Any representation to the contrary is a criminal offense. The securities are offered pursuant to exemptions provided by the Securities Act, and certain state securities laws and certain rules and regulations promulgated pursuant thereto. The securities may not be sold, transferred or otherwise disposed of within the United States in the absence of an effective registration statement under the Securities Act or an exemption from the registration requirements under the Securities Act and applicable state securities laws. Valeo may require an opinion of counsel that an exemption from registration is available. In addition, the shares offered hereby will be subject to an approximate 5-year holding period during which you may not sell or transfer the shares, except under certain limited circumstances.

You are urged to carefully read and review this Local Supplement for the United States and the other materials distributed to you, and to consult Valeo's 2025 Universal Registration Document (a "*Document d'Enregistrement Universel*") that it has registered with the AMF (the French securities authority), and is available in English at Valeo's corporate web site (www.valeo.com). This document contains information on the business of Valeo, its financial results and certain risks associated with investment in Valeo shares.

Notwithstanding anything to the contrary in this Local Supplement for the United States or other documents relating to the offering, Valeo will not be obligated to sell or deliver any shares under the offering unless and until it is satisfied that the sale or delivery complies with all applicable laws and regulations, including the requirements for exemption from registration under the Securities Act, the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and all applicable state securities laws.

- Rule 701

  The offering is a "compensatory benefit plan" within the meaning of Rule 701(c)(2) under the Securities Act, and Valeo will be relying on the exemption from registration under the Securities Act provided by such Rule 701. This document (except for the section entitled "Tax Information for Employees") and the Brochure collectively constitute the plan document for purposes of Rule 701. The Brochure has been distributed to you simultaneously with this Local Supplement.

- ERISA

  The offering is not subject to any provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

ELIGIBILITY

You are eligible to participate in the offering if you are an employee of Valeo or of one of its participating direct and indirect majority owned subsidiaries, in each case subject to a minimum service requirement of three months of employment completed at the end of the subscription period (expected to occur on September 29, 2026). The minimum service requirement is based on service as an employee with a Valeo Group company since January 1, 2025 and does not need to have been continuous.

SUBSCRIPTION PERIOD

To participate in the offering you must subscribe for Valeo shares during the subscription period and make your personal contribution towards the subscription price (described below). The subscription period is expected to start on September 15, 2026 and to run until September 29, 2026 (inclusive).

There will be an online procedure for submitting subscription requests. In addition, for employees who wish to submit their subscription requests in paper, forms will be made available on the premises of their employing company. Electronic orders can be modified online until the last day of the subscription period, 11:59 PM (Paris time). In the event an employee submits a paper form and also submits a subscription online, the online subscription will prevail. Additional details about the subscription process will be made available to eligible employees before the start of the subscription period.

SUBSCRIPTION PRICE

Eligible employees will be offered the opportunity to subscribe for Valeo shares at a discount from the market price.

The subscription price (the "Subscription Price") will be calculated as 80% of the average of the opening prices of the Valeo share over the 20 trading days preceding the price-determination date (the average price is called the "Reference Price"), *i.e.*, a 20% discount to the Reference Price.

The Subscription Price is expected to be determined on September 14, 2026 by decision of the CEO of Valeo acting upon delegation of the Board of Directors.

EURO / U.S. DOLLAR EXCHANGE

In the United States, you will make your investment in U.S. dollars. Because Valeo shares are listed in Euros, your investment amount will be converted into Euros at the exchange rate fixed by Valeo prior to the start of the subscription period and provided to you with the Subscription Price. The amount in Euros will be invested in Valeo shares on the date of the capital increase. Any variation between the exchange rate established by Valeo and this exchange rate in effect on the date of the actual remittance of funds abroad will not affect the amount of your investment.

Thereafter, exchange rate fluctuations between the Euro and the U.S. dollar can have a positive or a negative impact on your investment. During the life of your investment, the value of the Valeo shares that you hold will be affected by fluctuations in the currency exchange rate between the Euro and the U.S. dollar. As a result, if the value of the Euro strengthens relative to the U.S. dollar, the value of the shares expressed in U.S. dollars will increase. On the other hand, if the value of the Euro weakens relative to the U.S. dollar, the value of the shares expressed in U.S. dollars will decrease.

EMPLOYEE INVESTMENT

The maximum subscription amount per employee (your personal contribution) is equal to 25% of the employee's gross annual compensation expected to be received in 2026. The minimum subscription amount is the Subscription Price of one (1) Valeo share.

ALLOCATION

A total of 1,200,000 shares are available worldwide for the 2026 Shares4U offering. In the event that the number of shares requested by employees worldwide exceeds the number of shares available, Valeo will allocate a reduced number of shares in the manner described in the Brochure. Your investment amount may be reduced accordingly and non-invested amounts will be refunded.

METHOD OF PAYMENT

Payment of the amount of your subscription can be made by bank transfer to Valeo and/or by payroll deductions in substantially equal installments over 3 months. You can subscribe and purchase shares through one or both payment options.

- **Payment by bank transfer to the account of Valeo**:

  You are responsible for arranging the bank transfer to pay your subscription amount. Please use the following transfer information:

  Account Name: Valeo Inc. Holding
  Bank: Citibank NA
  ABA: 031100209
  Account No.: 3858-5526
  SWIFT: CITIUS33

  Location: One Penn's Way, New Castle, DE 19720

Please indicate as reference for the bank transfer your Payroll ID (ADP file) and "Shares4U".

Your payment must reach the account indicated above by November 5, 2026.

- **Payment by payroll deductions**:

Payment by payroll deductions can only be utilized for a subscription amount of up to $1,500. If you wish to invest more, you can utilize the bank transfer method mentioned above. However, the aggregate amount of your subscription cannot exceed 25% of your gross compensation expected to be received in 2026.

The amount of your subscription by this payment method will be divided into three substantially equal installments to be deducted from your pay over the 3 months period starting in November, 2026.

Please note that deductions from salary or wages are also subject to limitations in accordance with applicable U.S. law. You should consider these limitations when you decide to opt for this payment method. The amount of your subscription by this payment method will be reduced to the amount deductible from your pay in substantially equal installments.

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, except to the extent such collection is prohibited by law or would cause you to become subject to interest or additional tax under Section 409A of the Internal Revenue Code. Furthermore, your employer reserves the right to file a claim against you for payment of the unpaid amounts.

CUSTODY

You will be the registered owner of the Valeo shares that you subscribe through the offering. Subscribed shares will be held in custody on share accounts with a French bank, *Banque Transatlantique* having its registered offices located at 26, avenue Franklin-Delano-Roosevelt, 75008 Paris, France. The shares will be held in registered form.

Valeo's shares are not publicly traded in the United States, and Valeo can give no assurance that its shares will become publicly traded in the United States at any time in the future. You should assume that when you are ready to sell your shares, you will be required to sell them over the Paris Stock Exchange.

DIVIDENDS

Dividends paid in respect of your shares will be distributed to you, after deduction of applicable French withholding taxes. There can be no guarantee that Valeo will pay dividends in the future, and no guarantee as to the amount of any future dividends.

VOTING RIGHTS

As a direct shareholder of Valeo, you may exercise the voting rights on the shares you purchase. Each share is entitled to one vote at all shareholders meetings.

Valeo is not subject to the proxy rules of the Exchange Act.

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

In consideration of the benefits granted under the offering, your investment 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 sell or transfer your Valeo shares (including by gift) or otherwise redeem your investment.

However, upon the occurrence of any of the following events, you can request your shares to be released before the end of the lock-up period:

1. marriage or civil partnership (*);
2. birth or adoption of a third (or more) child, provided that your household is already financially responsible for at least two children (*);
3. 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 (*);
4. domestic violence committed against the beneficiary by his or her spouse or civil partner or his or her former spouse or civil partner, when a police report or a court order is issued confirming the existence of such domestic violence;
5. termination of your employment (this event does not apply in case of a transfer of employment to a different Valeo Group

Company);

6. disability (you, your spouse, civil partner or child);
7. death (you or your spouse or civil partner).

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 6 months of the event, your shares will remain subject to the approximate 5-year lock-up period (subject to the occurrence of a further early release event).

Upon redemption due to an early release event, the custodian will arrange for your shares to be sold on the Paris Stock Exchange, and you will receive a single payment. You may elect to redeem all or only some of the shares that you purchase in the 2026 Shares4U offering and that are held by the Plan custodian. In case an early release event occurs between the end of the subscription period and the date of the capital increase, the redemption 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 assume 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 the occurrence of an early release event only concerns your ability to redeem the shares purchased with your personal investment in the offering, **as distinct from the Free Shares discussed below**.

Free Shares will not be delivered until November 30, 2029 (except in the case of your disability as defined under Section 409A of the Internal Revenue Code or your death). Therefore, in case you request redemption of all your assets before such date and you leave the Valeo Group, you must ensure to update your former Valeo Group employer with your personal data in case of change thereof so as to enable their delivery.

Free Shares

Your investment will be 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 continued employment condition. 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 HR 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 2026 Shares4U offering; and
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 approximately three years, ending on November 30, 2029. During this vesting period, you are not the owner of the Free Shares and, among other things, 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 has not terminated during the vesting period due to:

- your resignation; or
- your dismissal as a result of your misconduct.

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 willful 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 case of mutual termination agreements which are considered as resignation or result from misconduct, the employee also loses the right to the Free Shares. For the avoidance of doubt, any mutual termination agreement which is 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 terminates before the end of the vesting period for any reason other than your resignation or dismissal for misconduct, you will retain your rights to the Free Shares. In particular, termination of employment due to retirement from the Valeo Group on or after your normal retirement date shall not be considered as resignation and your rights to Free Shares will not be affected. Similarly, if during the vesting period your employer company ceases to be a member of the Valeo Group (for example, because of a sale or divestiture), your rights to Free Shares will not be affected.

In the case of your death or your disability, as defined under Section 409A of the Internal Revenue Code, described in the Free Share Plan Rules), your Free Shares will be delivered in advance of the end of the vesting period, within 90 days from the occurrence of the death or disability, as applicable.

Your Free Shares will be delivered to you in the securities account in which you hold shares acquired with your personal investment in the offering (however please see the tax summary below for tax or social charges due upon delivery of Free Shares). You can request to sell your Free Shares upon delivery or continue to hold them for as long as you wish. Please note that a sale 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.

Administration

All determinations made by Valeo or your employer concerning the administration of the offering (for example, concerning the applicable exchange rate, calculation of the maximum amount you are permitted to invest or the number of shares allocated to you, and application of the lock-up period) will be final and binding. Valeo reserves the right to amend any of the terms set forth in the employee brochure and this Local Supplement for the United States or to terminate the offering, at any time, except that no such amendment or termination shall be made that would adversely affect your rights in any Valeo Shares that you have already purchased.

Employment law notices

This offering is made available to you by the French company Valeo, not by your local employer.

The offering does not form part of your employment terms and does not amend or supplement such terms. Nothing contained in this Local Supplement or in any other materials distributed to you in connection with the offering shall confer upon you any right with respect to the continuation of your employment with your employer or any other member of the Valeo Group, or interfere in any way with your employer’s right, subject to the terms of any separate agreement, employment or otherwise, or of applicable law to the contrary, to terminate your employment at any time or to alter the terms of your compensation and benefits.

The present offering results from a decision made at the discretion of Valeo. The extension of this offering to employees in the United States does not, and shall not be construed to, create any right to participate in similar transactions that Valeo may initiate in the future. 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 offering 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

This summary sets forth general principles that are expected to apply to employees who (i) are, and remain until disposal of their investment, residents of the United States for the purposes of the tax laws of United States and the Convention between the United States and the French Republic for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income and Capital of August 31, 1994, entered into force on December 30, 1995 (the “Treaty”) and any protocols thereto, and (ii) are entitled to the benefits of the Treaty. This summary assumes that (i) you do not hold your Valeo shares in connection with a permanent establishment or fixed base in France, (ii) you hold your shares as capital assets, (iii) you own, directly or indirectly, less than 10% of the share capital or voting stock of Valeo, and (iv) you conduct your transactions in U.S. dollars.

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 the laws of the United States and certain French tax law and tax practices, as well as the Treaty, all of which are applicable at the time of the offering. 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 in the offering.

ANY U.S. FEDERAL TAX ADVICE CONTAINED IN THIS DOCUMENT (AND ANY RELATED DOCUMENTS THERETO) IS NOT INTENDED OR WRITTEN TO BE USED, AND IT CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING PENALTIES THAT THE INTERNAL REVENUE SERVICE MAY ATTEMPT TO IMPOSE ON A TAXPAYER. THE INFORMATION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTION OR MATTERS ADDRESSED BY THE WRITTEN INFORMATION. TAXPAYERS SHOULD SEEK TAX ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

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	N/A	Upon payment	Upon delivery	Upon redemption
Where is it taxable?	In the U.S.	N/A	In France, French tax to be withheld by the paying agent of dividends In the U.S., to be paid by you	In the U.S.	In the U.S.
Income tax	Yes, withheld by your employer	No	Yes, to be paid by you	Yes, withheld by your employer	Yes, to be paid by you
Social Security charges	Yes, withheld by your employer	No	No	Yes, withheld by your employer	No
Do specific exemptions apply?	No	No	No	No	No

Taxation in France

You will not be subject to tax or social charges in France either at the time of subscription, at the time of grant or delivery of the Free Shares or at the time of sale of your Valeo shares. In case of distribution of dividends by Valeo, such dividends may be subject to taxation in France. Please refer to the dividends taxation section below.

Taxation in the United States

UPON SUBSCRIPTION

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

Yes. Under the offering, you will have the opportunity to subscribe for Valeo shares at a 20% discount from the average of the opening prices of a Valeo share on the 20 days preceding September 15, 2026. In connection with your subscription of the Valeo shares, you will recognize income in the amount of, and be taxed on, the difference between the fair market value of the Valeo shares you acquire in the offering and the amount of your personal investment. The difference between the fair market value of the Valeo shares and what you paid for them is impacted by any discount offered on the Valeo shares, any change in value of the Valeo shares between the date the subscription price is fixed and the purchase date, and any currency exchange fluctuation.

The income recognized as a result of the acquisition of Valeo shares will be treated as additional compensation income (ordinary income) and will be reported by your Valeo employer as additional compensation on your Form W-2 for 2026. Further, this additional compensation will be subject to immediate withholding of federal income taxes, payroll taxes (Social Security and Medicare taxes under the Federal Insurance Contributions Act — FICA), as well as state and local income taxes, depending on the state in which you work or reside.

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

If you pay for some or all of your shares through payroll deduction, you are considered to benefit from an interest-free loan from your employer until you have paid the full subscription price for the shares. If the outstanding balance of this loan, together with the amount of all other below-market-rate interest loans extended by your employer, were to exceed $10,000, then you might be required to recognize income in the amount of the excess, if any, of a published interest rate established by the Internal Revenue Service (IRS) over the interest rate, if any, charged on the loans. This income would be taxable at ordinary income rates and subject to Social Security/Medicare taxes. To avoid such imputed interest income, under the terms of the offering you may not pay for your shares through payroll deduction to the extent that your subscription amount using payroll deduction would exceed $10,000 when aggregated with the amount of any other loan extended to you by your employer, whether or not related to the offering, that is interest free or has a below-market interest rate.

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 conditional right to receive Free Shares. Federal income tax in the United States is instead imposed upon the delivery of the shares based on the fair market value of the shares at delivery (as described below). However, if the right to receive Free Shares is not subject to a substantial risk of forfeiture at the time of grant, or at some point before delivery of the Free Shares ceases to be subject to a substantial risk of forfeiture, Social Security and Medicare taxes will be imposed at that time. This will be the case notably for employees whose employment terminates during the Free Share vesting period and who retain their rights to Free Shares notwithstanding their termination.

DURING THE LIFE OF THE PLAN

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

Dividends will be subject to a withholding tax in France and will be taxable in the United States.

Under French domestic law, dividends distributed by a French issuer to natural persons who are not French tax residents are generally subject to a French withholding tax at the rate of 12.8%[1]. The Treaty provides for procedures that would allow an eligible U.S. resident to benefit from a French withholding tax rate of 15%. Because the current French withholding tax rate is below 15%, no reduction in the withholding tax may be claimed on the basis of the Treaty.

In the United States, dividends received will be taxed as follows:

For U.S. federal income tax purposes, the gross amount of any dividend paid on the Valeo shares, including any French withholding tax, will be included in your gross income as dividend income in the year the payment is received. The amount of any dividend paid in Euros, including any French taxes withheld, will be equal to the U.S. dollar value of the Euro amount calculated by reference to the spot rate in effect on the date the dividend is includible in income. Please note that the calculation will be made with respect to the U.S. dollar equivalent regardless of whether you actually convert the Euros into U.S. dollars.

Subject to certain exceptions for short-term and hedged positions, the U.S. dollar amount of dividends received will be subject to taxation at a maximum rate of 20% if the dividends are "qualified dividends". Dividends paid on Valeo shares will be eligible for treatment as "qualified dividends" if you satisfy certain holding periods. Valeo shares will meet these conditions if you have held them for more than 60 days during a 121-day period that starts 60 days before the ex-dividend date.[2] Non-qualified dividends are taxed at the rates applicable to ordinary income.

In general, FICA taxes are not imposed on dividend income. However, your dividend income may be subject to a 3.8% Medicare tax. This tax is imposed on net investment income, which generally includes income from dividends, if a taxpayer's modified adjusted gross income is higher than a threshold amount. The amount of net investment income subject to this tax is the lesser of (a) total net investment income; or (b) the amount of a taxpayer's modified adjusted gross income that exceeds $200,000 ($250,000 for married couples filing jointly). Dividends may also be subject to state and local income taxes, depending on the state in which you work or reside.

French withholding tax imposed on the gross amount of a dividend paid on shares acquired pursuant to the Plan is treated as a payment of a foreign income tax. Subject to certain conditions and limitations, you may claim the French withholding tax that was collected on any dividends paid to you as a credit against your U.S. federal income tax liability or, alternatively, as a deduction.

Will I be required to pay any tax or Social Security charges at the end of the lock-up period?

The expiration of the lock-up period will not in itself result in your recognition of income for U.S. federal income tax purposes. At the end of the lock-up period, you will have the choice between selling your Valeo shares or keeping them.

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

You will recognize income in the amount of, and be taxed on, the fair market value of the Free Shares at the time they are delivered to you. The income recognized as a result of the acquisition of Free Shares will be treated as additional compensation income (ordinary income) and will be reported by your Valeo employer as additional compensation on your Form W-2 for the year the Free Shares are delivered. Further, this additional compensation will be subject to immediate withholding of federal income taxes and FICA taxes, as well as state and local income taxes, depending on the state in which you work or reside.

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 has 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.

UPON SALE

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[1] The dividend withholding tax rate is increased to 75% when the dividends are paid to a bank account opened in a Non-Cooperative State or Territory as defined under article 238-0 A 1, 2 and 2 bis-1° of the French Tax Code (a "NCST"), unless the distribution of the dividends in a NCST has neither the object nor the effect of locating the dividends in such a NCST for tax evasion purposes. The list of NCSTs is updated at least once a year. The states and territories qualifying as NCSTs are currently the following: Anguilla, British Virgin Islands, Panama, Seychelles, Vanuatu.

[2] The ex-dividend date is the date after the dividend has been paid and processed and any new buyers would be eligible for future dividends.

Will I be required to pay any tax or Social Security charges when I sell my shares?

Upon a sale of any of the Valeo shares you purchase in the offering, you will generally recognize a capital gain or loss, measured by the difference between the sale price (less any selling costs) and your tax basis in the shares (determined in U.S. dollars). Your tax basis in the shares will generally be the amount you paid for the shares (*e.g.*, the subscription price or, in the case of Free Shares, zero) plus any amount of ordinary income you recognized as a result of the purchase. In other words, your tax basis will generally equal the fair market value of the shares when you receive them.

Any gain or loss will be treated as long-term capital gain or loss if your holding period in the shares exceeds one year and short-term capital gain or loss if your holding period in the shares is one year or less. Any long-term capital gain generally will be subject to U.S. federal income tax at preferential rates (currently a maximum of 20% for 2026). Short-term capital gain is generally subject to U.S. federal income tax at the same rates that apply to ordinary income. The deductibility of capital losses is subject to limitations.

In general, FICA taxes are not imposed on capital gains from the sale of shares. However, your capital gains may be subject to the 3.8% Medicare tax on net investment income described under the above section on taxation of dividends. Net investment income includes capital gains.

YOUR REPORTING OBLIGATIONS

In any year in which you recognize income or gains related to the Valeo shares for which you subscribe, you will be required to report the relevant amount(s) on your annual federal income tax form (*e.g.*, Form 1040) and any applicable state or local tax form.

The IRS requires taxpayers to include a Form 8938 with the annual federal income tax form to disclose "specified foreign financial assets" if the total foreign financial assets that you hold outside the United States exceed a minimum threshold that, depending on individual circumstances, can be as low as $50,000. Generally, foreign securities, including Valeo shares, and foreign financial accounts are considered to be "specified foreign financial assets".

In addition, the Bank Secrecy Act requires U.S. persons who own a foreign bank account, brokerage account, mutual fund, unit trust, or other financial account to file a FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR) annually with the Department of Treasury, if:

1. the person has a financial interest in, signature authority over, or other authority over one or more accounts in a foreign country, and
2. the aggregate value of all foreign financial accounts exceeds $10,000 at any time during the calendar year.

For so long as your shares are held in custody with *Banque Transatlantique*, the French bank that has been engaged as custodian for the Plan, you should expect that the value of the shares will need to be counted against the filing thresholds for Form 8938 and FBAR. You should consult your tax advisor to make any determinations with respect to these obligations.

DEFERRED COMPENSATION

Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and the rules and regulations promulgated thereunder impose rules for the design and administration of certain nonqualified deferred compensation plans. The offering and the Free Share program are intended either to be exempt from, or to meet the requirements of, Section 409A and shall be interpreted and construed consistent with that intent. Valeo reserves the right (without the consent of any participant) to amend the offering and the Free Share program as and when necessary or desirable to conform to or otherwise properly reflect any guidance issued under Section 409A after the date of this Local Supplement. In the event that any payment or benefit made under the offering or Free Share program would constitute payments or benefits pursuant to a non-qualified deferred compensation plan within the meaning of Section 409A and, at the time of a participant's "Separation from Service" (within the meaning of Section 409A), such participant is a "specified employee" (within the meaning of Section 409A), then any such payment or benefit shall be delayed until the 6-month anniversary of the date of such participant's Separation from Service to the extent such a delay is required to avoid additional tax or penalties under Section 409A.

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For a more complete description of the offering, please refer to the offering documents as well as to the Rules of the Valeo International Group Savings Plan and to the Free Share Plan Rules. These documents are made available to you at shares4u.valeo.com and upon request from your HR department.

Information 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 offering shall confer upon you any rights or entitlement with respect to your employment. Your decision whether or not to participate in this offering is entirely voluntary and personal. The offering is discretionary and participation in the offering is separate from and does not form part of your employment.

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