

# CRÉDIT AGRICOLE S.A. CAPITAL INCREASE RESERVED FOR GROUP EMPLOYEES



OFFER 2025

## Subscription form to the capital increase reserved for Crédit Agricole group employees

Prior to submitting this form, please review the Information Brochure, the Country Datasheet and the terms and conditions applicable for subscription indicated on the reverse side of this form. In particular, please note the thresholds specified in Section 2 on the reverse side of this form.

Company: ..... Identification N°: .....

☐ Mr. ☐ Mrs. Name: ..... Surname: .....

Address: .....

Postal code: ..... City: ..... Country: .....

My contact details, to reach me if necessary:

Telephone number: Home: ..... Work: ..... Mobile: .....

E-mail address: ..... @ .....

I wish to subscribe: .....  shares of Crédit Agricole S.A.  
(minimum subscription: 1 share)

The total amount of my subscription is: .....  £  
(maximum investment: see below)

Please calculate the total amount of your subscription to be paid equal to the number of shares indicate by you above multiplied by the subscription price per share that has been communicated to you.

**I will pay the amount of my subscription in accordance with the instructions which will be given to me by my employer.**

- I have noted the subscription price.
- I took note that the total of my subscription is capped to €40,000 (converted into pounds sterling). In addition, the total amount of my investment shall not exceed 25% of my annual gross salary (including bonuses). (Please see on the reverse side of this form for details regarding the calculation of these thresholds).
- I hereby appoint Uptevia as my agent to subscribe, in my name and on my behalf, for Crédit Agricole S.A. ordinary shares, up to the number of shares indicated above, which will be issued pursuant to the Crédit Agricole S.A. capital increase reserved for employees of Crédit Agricole group companies, which are participating in the International Group Savings Plan of Crédit Agricole (Plan d'Épargne d'Entreprise Groupe International or "PEEGI"). If I am not already member of the PEEGI, my subscription implies membership of the PEEGI.
- I declare that: (i) I meet the conditions required in order to be eligible for the 2025 Offer as specified on the reverse side of this form, (ii) I have complied with the threshold for subscription, (iii) I have received all necessary information in order to make an informed decision in respect of my subscription in the 2025 Offer and (iv) I have submitted only one subscription form.
- I have read the Information Brochure, the Country Datasheet and the terms and conditions stated on the reverse side of this form and I agree to be bound by these terms. I acknowledge that the Rules of the PEEGI, which provide for the framework of my subscription, are available upon request from my employer.
- In particular, I note that my subscription is made within the framework of the PEEGI and my assets are thus subject to a lock-up period until 31 May 2030 (inclusive), except upon occurrence of a permitted early redemption event described in the Country Datasheet.
- In order to be valid, this subscription form must be submitted no later than the last day of the subscription period.
- This subscription request becomes final and irrevocable upon the close of the subscription period.
- I declare that I will retain a copy of this form.

Made in (place) .....  
on    2025

Signature  
Preceded by the words "Read and approved – agree for subscription under the above terms".

# CRÉDIT AGRICOLE S.A.

## CAPITAL INCREASE RESERVED FOR GROUP EMPLOYEES

### Summary of the terms and conditions of subscription

**This form, submitted in order to participate in the Crédit Agricole S.A. capital increase reserved for employees (“2025 Offer”) is subject to the following conditions:**

1. I am aware that in order to be eligible to participate to the 2025 Offer, I must be in employment with a Crédit Agricole group company participating in the 2025 Offer and that I must have been employed by a Crédit Agricole group company for a period of 3 months (either on a continuous or discontinuous basis) between 1<sup>st</sup> January 2024 and the last day of the subscription period.
2. I am aware that my total subscription cannot exceed €40,000 (or its equivalent in pounds sterling). This ceiling is calculated taking into account all subscriptions already made in a share offering reserved for employees proposed by a Crédit Agricole group entity in 2025. Moreover, the amount that I can invest in a savings plan during one calendar year (including contributions to all savings plans established under French law to which I have access) is capped at 25% of my gross annual remuneration (including bonuses).  
I also acknowledge that, although I indicate the amount of my investment in the local currency of my country, my subscription will be made in Euros. For this purpose, the amount of my investment will be converted into Euros at an exchange rate that will be communicated to me at the same time as the subscription price. This same exchange rate will be used to ensure that the subscription threshold of €40,000 (as set out above) has not been exceeded.  
I am aware that throughout the life of my investment, the value of my assets will be subject to fluctuations in the exchange rate between the Euro and the currency of my country.
3. I note that I can subscribe online via the website [www.acr.credit-agricole.com](http://www.acr.credit-agricole.com). If I do not have access to the internet I can also subscribe by submitting the subscription form to my HR contact. If both methods of subscription are used, only the online subscription will be processed.
4. I duly note that, should I default on payment, I shall remain liable to my employer for the amounts due. My employer reserves the right, subject to any applicable legislation, to sell or order the sale of my shares without any prior notice whatsoever, in order to allocate the proceeds towards the payment of the amount of my subscription. If the proceeds generated from this sale are not sufficient to cover the payment, I will remain liable for the corresponding amount.
5. I have been informed of the following:
  - That my subscription, which shall not be less than the subscription price of one share of Crédit Agricole S.A., may be disregarded if any of the representations made by me in this form prove to be inaccurate (in particular with respect to compliance with the 25% limit indicated in Section 2 above;
  - My subscription can be reduced to remain within the ceiling €40,000 considering the amount of my subscription to a share offering reserved for employees proposed by a Crédit Agricole group entity in 2025;
  - The amount of my subscription may be reduced if the total of the subscription commitments exceeds the maximum amount of the share capital increase set for the offering, i.e., 32 million ordinary shares. These subscription commitments will be reduced in accordance with the following rules:
    - a. the highest individual subscription commitments will be reduced until the subscription threshold after reduction is reached (the “Reduction Threshold”) so that the total individual subscription commitments is less than or equal to the maximum amount offered;
    - b. as a result, all subscription commitments that are less than or equal to the Reduction Threshold will be served entirely and subscription commitments that exceed the Reduction Threshold will be served up to this threshold.
  - The ordinary shares of Crédit Agricole S.A. issued under the 2025 Offer will be subscribed for at a price fixed by reference to the average of the opening price of Crédit Agricole S.A. shares recorded on the 20 trading days preceding the date of the decision of the Board of Directors of Crédit Agricole S.A., or of its delegate, to set the dates of the subscription period, reduced by a discount of 20%;
  - The value of my investment will depend on the market value of a Crédit Agricole S.A. share and I am thus exposed to a risk in respect of the value of my subscription amount in the 2025 Offer. I confirm that I had access to the most recently published Universal Registration Document of Crédit Agricole S.A. which contains financial statements as well as important information on the business, governance and risk factors. I note that neither Crédit Agricole S.A. nor my employer can give me investment or tax advice or any guarantee regarding the future price of a Crédit Agricole S.A. share and I confirm that I have not relied on any such advice or guarantee.
  - Participation in the 2025 Offer is not mandatory. My decision will have no impact on my employment with the Crédit Agricole group. Participation in this 2025 Offer is separate from my employment and it does not confer on me any rights or provide me with any claims in relation to my employment nor does it provide me with any rights or indemnities associated therewith, including in case of termination. By participating in the 2025 Offer, I waive any and all rights to compensation or damages in consequence of the termination of my office or employment with any past or present company within the Crédit Agricole group for any reason whatsoever, whether lawfully or otherwise, insofar as those rights arise or may arise from ceasing to have rights under the PEEGI as a result of such termination, or from the loss or diminution in value of such rights or entitlements, including by reason of the operation of the terms of the PEEGI or the provisions of any statute or law relating to taxation;
  - I will bear any income tax and employee social security contributions imposed with respect to the Crédit Agricole S.A. shares which I subscribe for under the 2025 Offer. The amounts payable to me may be reduced accordingly. I will bear the consequences (if any) of any change to the tax or social security legislation and/or regulations affecting the Crédit Agricole S.A. shares or any transfer fees applicable to the payment of my investment;
  - By signing this Form I hereby authorize the Crédit Agricole group and/or my employer to deduct from my pay (or my investment) any tax and employee social security contributions which may be due in relation to the acquisition, holding or disposal of shares in Crédit Agricole S.A. under the 2025 Offer (the “Tax Liability”).
  - If my pay is insufficient to enable the Crédit Agricole group and/or my employer to deduct the full amount of the Tax Liability, or the Crédit Agricole group and/or my employer determines that a deduction from pay is not appropriate, I hereby agree to meet the Tax Liability in full by cheque within 7 days of notification to me by the Crédit Agricole group and/or my employer of the Tax Liability and/or agree that the Crédit Agricole group and/or my employer may realise sufficient of my investment (including by way of sale of shares on my behalf) in order to meet such liability.
  - In the event of termination of my employment contract, for any reason whatsoever, before my subscription has been paid in full I irrevocably authorise my employer to withhold from my salary or any other amounts due to me any unpaid amount of my investment.
  - No statements by any member of the Crédit Agricole group and/or my employer are intended to constitute investment advice.
  - No prospectus has been filed or registered with the authorities in my country in relation to the 2025 Offer.
6. I agree with the company within the Crédit Agricole group with which I have my contract of employment (my “employer” for the purposes of this paragraph 6) that, pursuant to section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 (“ITEPA”), all of the Crédit Agricole S.A. shares which are acquired pursuant to this form (which are employment-related restricted securities by reason of sections 423 and 424 of ITEPA), and their market value, will be treated as if they are not restricted securities for the relevant tax and national insurance purposes and that sections 425 to 430 of ITEPA do not apply. Should the value of the securities fall following the acquisition, it is possible that income tax/national insurance contributions that would have arisen because of any future chargeable event (in the absence of an election) would have been less than the income tax/ national insurance contributions due by reason of this election. Should this be the case, there is no income tax/ national insurance relief available under Part 7 of ITEPA; nor is it available if the securities acquired are subsequently transferred, forfeited or revert to the original owner. This paragraph 6 is an election which shall form Part A of a Joint Election and shall become irrevocable upon the acquisition of the securities to which this election relates. In signing this form (which incorporates the above joint election) I agree to be bound by its terms as stated above.
7. This form is governed by French law and the French Courts will have exclusive jurisdiction in relation to any dispute arising in connection with its performance or interpretation.
8. In accordance with the EU Regulation 2016/679 dated 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and with the UK equivalent thereof, I am informed that my personal data will be collected by Uptevia, acting as the processor for Crédit Agricole S.A., which is the entity responsible for data

processing. Collection and processing of the personal data is necessary in order to execute the instructions that I give through this form, considering the terms and conditions applicable to the 2025 Offer, and will be limited to the purpose of completion of the 2025 Offer described above, management of my assets resulting from this offering and purposes necessary for compliance with legal obligations applicable to Crédit Agricole S.A.. I can refer to the Charter on protection of personal data of Crédit Agricole group employees which is made available on the HR Group intranet that I can access at <https://ca-sa.ca-mocca.com/site/intranetRH/votre-quotidien/chartes-groupe> and on [www.acr.credit-agricole.com](http://www.acr.credit-agricole.com) (section Documentation). I can exercise my data subject rights as they are specified in the Charter, including my rights of access, rectification and erasure of personal data concerning me, by writing to the following address:

**Uptevia**  
**Service Offres aux salariés ACR 2025**  
**12, place des Etats-Unis**  
**92230 Montrouge France**

**9. Specific restrictions**

I duly note that pursuant to provisions of Regulation (EC) n°833/2014 and Regulation (EC) n°765/2006, as amended, the 2025 Offer is not made to Russian nationals and persons residing in Russia, nor to Belarussian nationals and persons residing in Belarus, except (i) in case of Russian nationals, if those persons are nationals of a EU Member State, of a country member of the European Economic Area or Switzerland, or have a temporary or permanent residence permit in a EU Member State, a country member of the European Economic Area or in Switzerland and (ii) in case of Belarussian nationals, if those persons are nationals of a EU Member State or have a temporary or permanent residence permit in a EU Member State. Consequently, I hereby confirm that this restriction does not apply to me.