



# KeringForYou

## EMPLOYEE SHARE PLAN



## REPRESENTATIONS AND OBLIGATIONS

- By subscribing to KeringForYou, I agree to be bound by the following representations and obligations.
- I have duly noted that the subscription price for a Kering share within the framework of the KeringForYou offer was set on 17 May 2022, and that it is available on the website KeringForYou.com dedicated to KeringForYou;
- I declare having read and understood the documents in connection with the offer (and in particular the Information Brochure describing the offer, the Key Information Document of the *fonds commun de placement d'entreprise* – the “FCPE” “KeringForYou” (the “KIID”) and the Local Supplement for the United Kingdom), which were available with this representations and obligations document on the website dedicated to KeringForYou, and hereby agree to subscribe for Kering share(s), through the FCPE “KeringForYou”;
- I have duly noted that my subscription, after having subscribed online on the website dedicated to KeringForYou, is irrevocable.
- I declare that I am an employee of a Kering Group company and that I have at least six (6) months of service with the Kering Group on the last day of the subscription period, i.e. 9 June 2022. This period is established on a continuous basis, meaning that my contract must be uninterrupted for at least the last six (6) months preceding 9 June 2022.
- My subscription will give me the right to an employer matching contribution, the terms of which are described in the Information Brochure and the Local Supplement.
- I have duly noted that my subscription to the KeringForYou offer is subject to the following limits: (i) my personal contribution must not exceed 25% of my estimated gross annual income for the calendar year 2022 (see the Information Brochure) and (ii) my subscription is limited to the equivalent of 15,000 euros in pounds sterling.
- I am aware that, in return for my investment, I will receive units of the FCPE “KeringForYou”.

## Information about the KeringForYou offer

- I acknowledge that I have been informed, after reading the material available, that:
  - my investment will be unavailable for three (3) years, except in the case of an early exit scenario, as described in the Local Supplement and/or the Information Brochure;
  - the amount of my investment could be reduced in the event of oversubscription, according to the terms and conditions described in the Information Brochure; and

- the regulations of the Kering International Group Savings Plan (the “**IGSP**”) and of the FCPE “KeringForYou” are available to me on the website dedicated to KeringForYou and will be available on request from my HR department.
- I have duly noted that my subscription may be cancelled if incomplete.

## Payment & default of payment

- The amount corresponding to my subscription, which will be made by bank transfer, will be equal to the amount I indicated online, except for a reduction in the event of over subscription, according to the terms and conditions described in the Information Brochure.
- In the event of default on payment, my subscription can be automatically cancelled.

By subscribing to the KeringForYou offer, I irrevocably authorise my employer or the centralising agent for subscriptions and custody account-keeper of the FCPE “KeringForYou” to proceed with the redemption, without prior notice or notification, of my FCPE units, in accordance with the regulations in force, and to allocate the proceeds to the payment of any sums that may remain due as a result of my subscription.

- If the proceeds of the redemption of my FCPE units are not sufficient to pay the above-mentioned amount, I shall remain liable to my employer for the corresponding amount and authorise my employer to deduct this amount from my remuneration.

## Information on the investment in KeringForYou

- I hereby declare that, for my investment in KeringForYou, I have not relied on any investment, tax or other advice from any member of the Kering Group or any of their officers, employees, agents or representatives and I understand that the value of the shares I hold through the FCPE may go down as well as up.
- I understand that the net asset value of the FCPE “KeringForYou” will be closely linked to the value of Kering shares, both upwards and downwards, depending on the financial situation and future results of the Kering Group.
- I understand that as Kering shares are listed on the Paris stock exchange in euros, the value of my investment will be subject to fluctuations in the exchange rate between euros and pounds sterling.

## Protection of personal data

- I acknowledge that I have been duly informed that the personal data I provided when subscribing will be used in the context of electronic data processing, subject to the General Data Protection Regulation (European Regulation n° 2016/679) (the “**EU GDPR**”), the UK General Data Protection Regulation (the “**UK GDPR**”), and the UK Data Protection Act 2018, for which Kering S.A. and BNP Paribas S.A., through its business line BNP Paribas Epargne & Retraite Entreprises, are the responsible data controllers, each for the data they collect and store, in order to assert my rights under the KeringForYou offer reserved for employees of the Kering Group and for the purposes of managing my account within the IGSP.
- I acknowledge that I have been duly informed that the personal data provided in connection with my participation in the KeringForYou offer may be transmitted by/to Kering S.A., my employer, and BNP Paribas S.A., through its business line BNP Paribas Epargne & Retraite Entreprises as centralising agent for subscriptions and custody account-keeper of shares, and by/to any other party expressly authorised to receive and retain this data and to process it for the sole purpose of managing the IGSP, the keeping of accounts and the electronic data processing, for the purpose of asserting my rights under the KeringForYou offer.

- The personal data requested in the context of my subscription to the KeringForYou offer is necessary and mandatory for my participation in the KeringForYou offer. In the absence of this data, my subscription will not be taken into account. The data will be kept for the time necessary to conclude the transaction and for the needs of the management of KeringForYou.
- I have noted that I may exercise the rights granted to me by the EU GDPR and the UK GDPR, in particular the right of access, modification and rectification of my personal data:
  - By contacting the centralising agent for subscriptions and custody account-keeper of shares BNP Paribas S.A., through its business line BNP Paribas Epargne & Retraite Entreprises by writing to the following address: BNP Paribas Epargne & Retraite Entreprises -TSA 80007 - 93736 Bobigny Cedex 09, France, or by email on the following website: [entreprises.bnpparibas.com/epargnants/Pages/Contact.aspx](http://entreprises.bnpparibas.com/epargnants/Pages/Contact.aspx); and
  - By contacting the DPO of Kering at the following email address: [privacy@kering.com](mailto:privacy@kering.com).
- I acknowledge that I have a right to set guidelines for the storage, deletion, and communication of my personal data after my death (subject to the condition that my assets have all been repurchased, and archiving obligations).
- I also have noted that I have the right to file a complaint with the French/UK supervisory authority, the CNIL/ICO, for any questions relating to the protection of my personal data.
- In this representations & obligations, “personal data” and “data controller” each have the meaning given in the EU GDPR and the UK GDPR as appropriate.

## Employment rights

- Nothing contained in this representations & obligations document or in any other materials made available in connection with KeringForYou shall confer upon me any right or entitlement in respect of my employment. Participation in KeringForYou is separate from, and does not form part of, my employment agreement. In addition, I understand that nothing contained in this representations and obligations document or in any materials made available in connection with the KeringForYou offer shall confer upon me any right or entitlement in respect of future offers.
- I acknowledge that KeringForYou is provided by the French company Kering, not by my local employer. KeringForYou does not form part of my employment agreement and does not amend or supplement such agreement.

## Taxation

*Note: The next three paragraphs set out the text of the “restricted securities” election that you are required to enter into as a term of the offer (and follows the wording of HM Revenue & Customs' standard form of election).*

- I agree with the subsidiary company of the Kering Group with which I have my contract of employment (my “**employer**”) that, pursuant to section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 (“**ITEPA**”), all of the Kering shares which are acquired by the FCPE and represented by FCPE units in my name and on my behalf pursuant to my subscription and this representations and obligations document (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 their acquisition, it is possible that income tax and National Insurance contributions (where the securities are Readily Convertible Assets) that would have arisen because of any future chargeable event (in the absence of an election) may be less than the income tax/National Insurance due by reason of this election. There is no income tax / National Insurance relief available should this be the case.

- The above election shall form Part A of a Joint Election and shall become irrevocable upon the acquisition of the securities to which this election relates. By subscribing online (which incorporates the above joint election) I agree to be bound by its terms as stated above.
- I hereby authorise either Kering or my employer to deduct from my pay any tax, National Insurance (or similar) contributions which may be due in relation to the acquisition, holding or disposal of FCPE units and/or Kering shares acquired pursuant my subscription online (the **"Tax Liability"**). If my pay is insufficient to enable Kering and/or my employer to deduct the full amount of the Tax Liability I agree to meet the Tax Liability due in full by cheque within 7 days of notification of the Tax Liability by Kering or my employer. As an alternative to a deduction from pay and/or remittance by cheque, I agree that either Kering or my employer may arrange for a withholding from my investment (including upon redemption) of a sufficient amount to cover my Tax Liability.
- I agree that, following a redemption of my investment, the proceeds of redemption will be remitted to my employer or another member of the Kering Group as my agent in order that my Tax Liability or any amounts owing to my employer may be deducted from such redemption proceeds and, following such deduction, agree that the remaining proceeds will be transferred to me.

## Governing law

- I understand and acknowledge that the terms of my participation in KeringForYou are governed by French law.