

**Compensation policies for the
Chairman of the Board of Directors and for the Chief Executive Officer of Renault
for the 2019 financial year**

On April 3, 2019, the Board of Directors set, upon recommendation of the Compensation Committee, the compensation policies for the Chairman of the Board of Directors and for the Chief Executive Officer for the 2019 financial year.

The Compensation Committee's mission was conducted with the assistance of a specialized consulting firm on the basis of analyses covering the compensation paid by comparable CAC 40 companies and foreign groups in the same industry.

Such compensation policies described below will be submitted to the *ex-ante* vote of the Annual General Shareholders' Meeting to be held on June 12, 2019.

I. Compensation policy for the Chairman of the Board of Directors for the 2019 financial year

A. Annual fixed compensation

The annual fixed compensation for 2019 has been set to €450,000, payable in twelve monthly installments (pro-rated as of January 24, 2019). The fixed portion of the compensation will generally not be subject to an annual adjustment, unless a justified decision is taken by the Board of Directors to the contrary.

B. Annual variable compensation

The Chairman of the Board of Directors will not receive annual variable compensation.

C. Multiyear variable compensation

The Chairman of the Board of Directors will not receive multiyear variable compensation.

D. Exceptional compensation

The Chairman of the Board of Directors will not receive any exceptional compensation in 2019.

E. Long-term compensation

The Chairman of the Board of Directors does not receive long-term compensation.

F. Attendance fees

The Chairman of the Board of Directors does not receive attendance fees for his term as director.

G. Benefits in kind

The Chairman of the Board of Directors benefits from the same healthcare insurance as Groupe Renault employees in France, as well as two company cars, including one with a driver.

H. Service provision agreements

No service provision agreement has been entered into between the Company and the Chairman of the Board of Directors.

I. Sign-on bonus

The Chairman of the Board of Directors does not receive any sign-on bonus.

J. Termination benefits

The Chairman of the Board of Directors does not benefit from any termination benefit, non-compete clause, or top-up pension scheme.

II. Compensation policy for the Chief Executive Officer for 2019

A. Annual fixed compensation

The fixed portion of the annual compensation for 2019 has been set to €900,000, payable in twelve monthly installments (pro-rated as of January 24, 2019). The fixed portion of the compensation is generally not subject to an annual adjustment, unless a justified decision is taken by the Board of Directors to the contrary.

B. Annual variable compensation

The amount of the variable portion may reach 125% of the fixed portion if all performance objectives are achieved to the maximum extent possible. Such variable compensation will be fully paid in cash.

For the 2019 financial year, the performance criteria set by the Board of Directors include three quantifiable criteria and three qualitative criteria. The Board has deemed these to be key indicators of Groupe Renault's performance.

The criteria and their weighting are shown in the tables below.

	CRITERIA	WEIGHTING	PAYOUT RATE
Quantifiable criteria	Group operating margin (Group OM)	40%	<ul style="list-style-type: none"> 0% if Group OM < Budget 40% if Group OM ≥ Budget
	Group revenues	30%	<ul style="list-style-type: none"> 0% if Group revenues < Budget 30% if Group revenues ≥ Budget
	Free Cash Flow (FCF)	30%	<ul style="list-style-type: none"> 0% if FCF < Budget 30% if FCF ≥ Budget
	<i>Sub-total</i>	<i>100%</i>	
Qualitative criteria	Renault's contribution to the Alliance Mid-Term Plan (MTP)	8.33%	<ul style="list-style-type: none"> Pursuing the standardization policy (CMF (Common Module Family) approach) Communalization of parts
	Quality of CSR and environmental commitments	8.33%	<ul style="list-style-type: none"> Health and safety Extension of the Mobiliz program Compliance
	Monitoring of the multiyear agreement in France	8.33%	<ul style="list-style-type: none"> Manufacturing volume France Capex Recruitment volume
	<i>Sub-total</i>	<i>25%</i>	
Total		125%	

C. Multiyear variable compensation

The Chief Executive Officer will not receive multiyear variable compensation.

D. Exceptional compensation

The Chief Executive Officer will not receive any exceptional compensation in 2019.

E. Long-term compensation: Performance shares

The Chief Executive Officer receives 50,000 performance shares for the 2019 financial year.

The definitive acquisition of these 50,000 performance shares will be conditional upon the achievement of the following performance criteria which will be assessed over a cumulative period of 3 years (2019, 2020 and 2021).

	CRITERIA	WEIGHTING	PAYOUT RATE
Quantifiable criteria	Total Shareholder Return (TSR) ¹	10%	0% if TSR < Benchmark 4.5% if TSR = Benchmark 10% if TSR ≥ Benchmark + 10% Linear interpolation if Benchmark < TSR < Benchmark + 10%
	FCF	30%	0% if FCF < Budget 21% if FCF = Budget 30% if FCF ≥ Budget + 20% Linear interpolation if Budget < FCF < Budget + 20%
	Models manufactured on the Alliance platforms	30%	0% if Percentage of CMF models < MTP indicator 21% if Percentage of CMF models = MTP indicator 30% if Percentage of CMF models ≥ MTP indicator + 5% Linear interpolation if MTP indicator < Percentage of CMF models < MTP indicator + 5%
	Electric vehicles sales volume	30%	0% if Electric vehicles sales < Budget 21% if Electric vehicles sales = Budget 30% if Electric vehicles sales ≥ Budget + 5% Linear interpolation if Budget < Electric vehicles sales < Budget + 5%
		100%	

Under the plan, the Chief Executive Officer is not subject to any lock-up period beyond the three-year vesting period. However, he must retain 25% of the vested shares in his capacity as Chief Executive Officer, until the end of his term of office.

F. Attendance fees

The Chief Executive Officer is not a Director. Therefore, he does not receive attendance fees.

G. Benefits in kind

The Chief Executive Officer benefits from the same healthcare insurance as Groupe Renault employees in France, as well as two company cars and a company car with driver.

H. Service provision agreement

No service provision agreement has been entered into between the Company and the Chief Executive Officer.

¹ TSR is calculated by reference to the average TSRs of the Euro Stoxx ex Financials index and of the Euro Stoxx Auto & Parts index.

I. Sign-on bonus

The Chief Executive Officer does not receive any sign-on bonus, as his recruitment was carried out internally.

J. Non-compete agreement

During its meeting of April 3, 2019, the Board of Directors authorized the conclusion of a non-compete agreement with Mr. Thierry Bolloré, pursuant to the provisions of Article L. 225-42-1 of the French Commercial Code.

Pursuant to this authorization, the agreement was entered into between the Company and Mr. Thierry Bolloré on April 3, 2019.

The conclusion of this agreement will be subject to the approval of the Annual General Shareholders' Meeting to be held on June 12, 2019.

The Board of Directors considered that it was in Renault's interest to enter into this non-compete agreement which will allow to protect Groupe Renault's legitimate interests, given the particularly competitive nature of the automotive market, the importance of the functions and to the recognized skills of Mr. Thierry Bolloré in this market, the means available to him, and the sensitive information he holds and to which he can have access.

Under this agreement, Mr. Thierry Bolloré commits, as of the end of his term of office as Chief Executive Officer, not to engage, directly or indirectly, in an activity that competes with those of the Group, on his own behalf, on behalf of companies in the automotive design, construction and marketing sectors (mainly passenger cars and commercial vehicles), or on behalf of automotive suppliers.

The application of this clause is limited to:

- a period of twenty-four (24) months following the date on which Mr. Thierry Bolloré effectively ceases to exercise his term of office ("*mandat social*");
- the territories in which the Group operates at the time of the termination of the term of office, excluding countries located in Africa and Oceania, and, in the case of equipment manufacturers, North America (United States, Canada).

In consideration for his non-compete obligation, Mr. Thierry Bolloré will receive from the Company, during the period of application of the agreement and subject to there being no breach of this agreement, a gross financial compensation corresponding to two years of gross annual compensation (fixed compensation and annual variable compensation paid in cash), payable in twenty-four monthly installments. The gross annual compensation retained for this calculation will be the one paid during the twelve months preceding the date of termination of the corporate office.

In accordance with the recommendation of the AFEP-MEDEF Code, on Mr. Thierry Bolloré's departure, the Board of Directors of the Company will decide whether to apply this non-compete agreement, and may unilaterally waive it.

K. Top-up pension scheme

During its meeting of April 3, 2019, the Board of Directors authorized a top-up pension scheme for Mr. Thierry Bolloré, in accordance with the provisions of Article L. 225-42-1 of the French Commercial Code.

This pension plan will be subject to the approval of the Annual General Shareholders' Meeting to be held on June 12, 2019.

The Board of Directors considered that the implementation of this scheme to the benefit of Mr. Thierry Bolloré allows to retain and to promote the Chief Executive Officer's loyalty.

The top-up pension scheme for the Chief Executive Officer includes (a) a defined-contribution scheme and (b) a top-up defined-benefit pension scheme.

a) Defined-contribution scheme (Article L. 242-1 of the French Social Security Code)

The Chief Executive Officer benefits from a defined-contribution scheme; these contributions correspond to 8% of the part of his annual compensation (fixed and variable components) between eight and sixteen times the annual French Social Security cap (Band D); of this 8% total, 5% is paid by the Company and 3% by the Chief Executive Officer.

The Company's commitment is limited to the payment of his share of the contributions to the insurance firm managing the scheme.

b) Top-up defined-benefit pension scheme (Article L. 137-11 of the French Social Security Code)

The Chief Executive Officer also benefits from a top-up defined-benefit pension scheme, arranged and financed by the Company, the management of which is outsourced to an insurance firm. This scheme is open to new beneficiaries.

The eligibility for this scheme is subject to a seniority condition (at least five years with the Company and at least two years on the Group Executive Committee) and a presence condition as an officer of the Company. These conditions must be satisfied at the time he claims his pension rights.

The reference compensation used to calculate the top-up defined-benefit pension scheme is equal to the average of the three highest gross annual compensations (fixed and variable components) over the last ten years of activity prior to retirement.

The annual amount paid into this pension scheme is equal to 10% of the reference compensation, this percentage being increased by 1.4 percentage points per year of seniority beyond five years on the Group Executive Committee, and by 0.4 percentage points per year of seniority outside the Group Executive Committee beyond five years of seniority in the Company.

The amount is capped at 30% of the reference compensation.

The reference compensation in question is capped at 65 times the annual French Social Security cap.

In any event, the annual total of these pension amounts for the Chief Executive Officer may not exceed 45% of his reference compensation. If this cap is exceeded, the amount of top-up pension will be reduced accordingly.

Pensions are paid by an insurance company to which the Company pays premiums based on the financing needs arising as beneficiaries retire.

Pursuant to the provisions of Article 229 II of the Macron Act, the vesting of new rights under the defined-benefit pension scheme must be conditional upon the satisfaction of performance conditions. In addition, the annual increase in conditional rights is limited to 3% of the annual compensation used as a reference to calculate the pension paid under this scheme.

During its meeting of April 3, 2019, the Board of Directors noted that as at December 31, 2018, Mr. Thierry Bolloré had a seniority of 6 years, corresponding to 11.53% of rights.

For information, the estimated amount of the gross annual pension as at 31 December 2018 was €169,138.

Upon recommendation of the Remuneration Committee, the Board of Directors, during its meeting of April 3, 2019, decided to condition the acquisition by Mr. Thierry Bolloré of new rights as from January 1, 2019 to the following performance condition: the amount of free cash flow for the 2019 financial year must be positive.

At the end of each year, the Board of Directors will assess the achievement of the performance criterion, during the previous year. Otherwise, the year will not be taken into account in the determination of the pension.

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**Compensation policy of Mr. Carlos Ghosn
in his capacity as the Chairman and Chief Executive Officer of Renault
For the period from January 1st to January 23rd, 2019**

Upon the recommendation of the Compensation Committee, the Board of Directors, at its meeting of April 3, 2019, decided that no compensation would be paid or allocated for the 2019 financial year to Mr Carlos Ghosn, who resigned as Chairman of the Board of Directors and Chief Executive Officer on January 23, 2019, due to his incapacity until that date.

In accordance with Articles L. 225-37-2 and R. 225-29-1 of the French Commercial Code, it will be proposed to the General Meeting of 12 June 2019 to approve this compensation policy for the Chairman and Chief Executive Officer for the 2019 financial year (i.e. for the period from 1 January 2019 until his resignation on 23 January 2019).