

**REGULATIONS OF THE *FONDS COMMUN DE PLACEMENT D'ENTREPRISE* (FRENCH
COLLECTIVE EMPLOYEE SHAREHOLDING FUND, OR “FCPE”)
“EXOSHARE”**

Subscribing to units of an FCPE implies acceptance of its Regulations.

Pursuant to the provisions of Article L. 214-24-35 and L. 214-165 of the French Monetary and Financial Code, the following is established at the asset management company's initiative:

AMUNDI ASSET MANAGEMENT

French Société par Actions Simplifiées (SAS) with share capital of 1,143,615,555 euros

Registered with the Paris Trade and Companies Register under number 437 574 452

Registered office: 91-93, Boulevard Pasteur - 75015 Paris

Hereinafter referred to as the “Management Company”,

an individual group employee shareholding fund (FCPE), hereinafter referred to as the “Fund”, for the purpose of implementing:

- the Exosens Group Group Savings Plan (PEG) created on 2 July 2009, as amended by successive amendments
- the Exosens Group International Group Savings Plan (PEGI)

in the context of the provisions of Part III, Book III of the French Labour Code.

Group: EXOSENS

Registered office: Domaine de Pelus, 18 avenue de Pythagore, Axis Business Park, Bât. 5E, 33700 Mérignac

Business sector: Electronic and electrical equipment

The participating companies are hereinafter collectively referred to as the “Company” or the “Group” and individually as the “company”.

Company issuing the shares: EXOSENS

This Fund is only open to employees and eligible company officers of the Company or of a company associated with it as defined in paragraph 2 of Article L. 3344-1 of the French Labour Code and members of the PEG or PEGI and eligible former retired employees who are members of the PEG.

Shares in this Fund cannot be offered or sold directly or indirectly to the USA (including its territories and possessions), to or for the benefit of a “US Person”¹, as defined by US regulations.

Any person wishing to subscribe to shares in this Fund certifies on subscription that they are not a US Person. Any unit holder must inform the Management Company immediately in the event that they become a US Person.

The Management Company can impose restrictions (i) on the holding of shares by a “US Person” and may redeem the shares held, or (ii) on the transfer of shares to a US Person.

This power extends also to any person (a) who directly or indirectly commits an infringement of the laws and regulations of any country or government authority, or (b) who, in the opinion of the Management Company, could cause damage to the Fund that it would not otherwise have suffered.

Notice

The present regulations are governed by French law. The Fund is an employee shareholding fund (FCPE) governed by French law.

The Fund's assets are deposited with a French credit institution (CACEIS BANK FRANCE) and managed by a management company (Amundi Asset Management) under French law.

Depending on your tax situation, any capital gains and revenue from holding units in the Fund may be subject to tax.

PREAMBLE

¹Such a definition of “US Person” can be found on the Management Company's website: www.amundi.com

This Fund has been created following a capital increase reserved for EXOSENS Group employees within the framework of the Group Savings Plan (PEG) and Group International Group Savings Plan (PEGI). The capital increase was the subject of a decision in principle by the Exosens Board of Directors of 10/06/2025 acting within the framework of the delegation conferred by the Exosens Combined Shareholders' Meeting of 23/05/2025.

The capital increase will be undertaken on [13/11/2025], based on the subscriptions collected during the subscription period scheduled for between [16/09/2025 and 08/10/2025] inclusive. Subscriptions are irrevocable at the end of the subscription period.

The subscription price for an Exosens share by the Fund will be set by the Exosens Board of Directors or by the Exosens Chief Executive Officer, acting by delegation of the Board of Directors and will be communicated to the employees on the same day. This price will correspond to the average opening price of the share on Euronext Paris during the twenty trading sessions preceding the aforementioned decision of the Board of Directors or Executive Board, i.e. for information purposes between [18/08/2025 and 12/09/2025 inclusive for a decision taken on 15/09/2025] (the "Reference Price"), less a discount of [20%] ("the Subscription Price").

The provisions specific to subscriptions undertaken as part of this operation and the terms of reduction in the event of oversubscription are set out in the article "SUBSCRIPTION" of these regulations.

CHAPTER I IDENTIFICATION

ARTICLE 1 - NAME

The name of the Fund is “EXOSHARE”.

ARTICLE 2 - PURPOSE

The purpose of the Fund is to create a portfolio of financial instruments in accordance with the management guidelines set out in Article 3 below. As such, the Fund may only receive:

- amounts attributed to the Company’s employees in respect of employee profit-sharing;
- amounts paid in within the framework of the Group Savings Plan (PEG) and the International Group Savings Plan (PEGI), including incentive bonuses;
- amounts arising from the transfer of assets from other FCPEs.

More than one third of the Fund’s assets will be invested in securities of the Company or of a company related to it within the meaning of the second paragraph of Article L. 3344-1 of the French Labour Code.

The first payments will be made within the framework of the operation described in the preamble.

ARTICLE 3 - MANAGEMENT GUIDELINES

The Fund is classified under the category “FCPE invested in the Company’s publicly traded shares”.

Management objective and investment strategy

The purpose of the Fund is to involve unit holders in the Company’s growth and development by investing at least 95% of its assets in shares issued by Exosens; the Fund is intended to be 100% invested in these shares.

The Fund may hold up to 5% of its assets in money-market UCITS and/or general purpose AIFs (FIVG funds) and cash.

The Fund’s net asset value will closely reflect the value of Exosens shares and will depend on Exosens’s future financial position.

The incorporation of sustainability factors into the investment process (environmental, social and personnel issues; respect for human rights; fight against corruption and acts of corruption) is not considered relevant as the Fund is invested in the Company’s publicly traded shares. The FCPE’s investment policy does not provide for the manager to be significantly exposed to assets other than the Company shares.

The Management Company does not take into account the negative impacts of investment decisions on sustainability factors due to the investment policy of the Fund classified under the category “FCPE invested in the company’s publicly traded shares”.

The Fund is subject to a sustainability risk related to the Company’s publicly traded shares in which it invests as defined in the risk profile.

The underlying investments for this financial product do not take into account the criteria of the European Union regarding environmentally sustainable economic activities.

Risk profile

- **Sustainability risk**: This is the risk associated with an environmental, social or governance event or situation that, if it were to occur, could have an actual or potential material negative impact on the value of the investment.
- **Specific share risk**: Since the portfolio is fully, or nearly fully comprised of Exosens shares, the value of a unit holder’s investment will change in accordance with both the upward and downward performance of the price of Exosens shares. In the event of a decrease in the Exosens share price, the net asset value of the Fund will decrease.
- **Interest rate risk**: This is the risk of a fall in the value of rate instruments resulting from changes in interest rates. It is measured by sensitivity. During a period of rising interest rates (in the case of positive sensitivity) or falling interest rates (in the case of negative sensitivity), the net asset value could fall significantly.

- **Credit risk:** This is the risk of a fall in the value of securities issued by a private issuer or of a default of the latter. Depending on the direction of the Fund's transactions, the decrease (for purchases) or increase (for sales) in the value of debt instruments to which the Fund is exposed may cause a decline in its net asset value.
- **Liquidity risk:** In the particular case where trading volumes on the financial markets are very low, any purchase or sale transaction on these markets may result in significant market fluctuations.

Composition of the Fund

The Fund will be invested:

- For a minimum of 95% of its assets in Exosens shares;
- Up to 5% of its assets in units or shares of money-market UCITS and/or FIVG funds.

Instruments used

The following instruments may be used:

- Exosens shares;
- units or shares of money-market UCITS and/or FIVG funds;
- In accordance with the provisions of Article 318-14 of the General Regulation of the AMF, subscribers are informed that the Fund may invest in undertakings for collective investments (UCIs) managed by the Management Company or by a company related to it;
- the following alternative assets mentioned in Article R.214-32-19 of the French Monetary and Financial Code up to a limit of 5% of the assets:
 - units or shares of feeder UCITS or FIVG funds referred to in Articles L.214-22 and L. 214-24-57;
 - units or shares of UCITS benefiting from a simplified procedure (constituted under the former regulations - Article L.214-35 in its version prior to 2 August 2003);
 - units or shares of UCITS, FIVG funds, private equity funds, alternative funds of funds, general purpose AIFs (FPVG funds) that invest more than 5% in shares or units of collective investment schemes or investment funds.

The Management Company may, on behalf of the Fund, make cash borrowings in an amount up to 5% of the Fund's assets, within the exclusive framework of the Fund's purpose and management guidelines. The fund's portfolio shall not be pledged to guarantee such borrowings.

Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (hereinafter "Disclosure Regulation")

As a financial market participant, the Fund's Management Company is subject to the Disclosure Regulation, which establishes standardised rules for financial market participants regarding transparency of the integration of sustainability risks (Article 6), the consideration of adverse effects regarding sustainability, the promotion of environmental or social characteristics in the investment process (Article 8 of the Regulation), and sustainable investment objectives (Article 9 of the Regulation).

Sustainability risk is defined as an environmental, social or governance event or situation which, if it were to occur, could have an actual or potential material negative impact on the value of the investment.

Sustainable investment is an investment in an economic activity that contributes to an environmental objective, measured for instance using key indicators on the effective use of resources concerning the use of energy, renewable energies, raw materials, water and soil, waste production and greenhouse gas emissions, effects on biodiversity and the circular economy, or an investment in an economic activity that contributes to a social objective, in particular an investment that contributes to fighting inequality or that promotes social cohesion, social integration and working relations, or an investment in human capital or economically or socially disadvantaged communities, insofar as these investments do not negatively affect any of these objectives and that the companies in which the investments are made apply good governance practices, particularly in relation to sound management structures, relationships with staff, the remuneration of competent staff and compliance with tax obligations.

Regulation (EU) 2020/852 (known as the “Taxonomy Regulation”) on the establishment of a framework to facilitate sustainable investment and amending the Disclosure Regulation

In accordance with the Taxonomy Regulation, environmentally sustainable investments are investments in one or several economic activities that qualify as environmentally sustainable under this Regulation. To establish the degree to which an investment is environmentally sustainable, an economic activity shall qualify as environmentally sustainable when it contributes substantially to one or more of the environmental objectives set out in the Taxonomy Regulation, when it does not significantly harm any of the environmental objectives set out in said Regulation, when it is carried out in compliance with the minimum safeguards laid down in said Regulation, and when it complies with the technical screening criteria established by the European Commission in accordance with the Taxonomy Regulation.

Information on environmental, social and governance (ESG) criteria:

Additional information with regard to the environmental, social and governance criteria of the Management Company are available on the website of the Management Company (www.amundi.com) and in the annual report of the Fund.

The information contained in the section “management guidelines” of the regulations meets the disclosure obligation resulting from Article 318-47 of the AMF’s general regulations.

This communication in no way prejudices the other risk management methods and measures that must be put in place by the management company (in accordance with Articles 318-38 to 318-41 of the AMF’s general regulations and Articles 38 to 45 of Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012).

The provision of an up-to-date version of the prospectus on the ROSA basis allows for fulfilment of the obligation of annual transmission to the AMF of this information mentioned in Article 318-47 of the AMF’s general regulations.

Method for the calculation of the overall risk ratio:

This fund is not affected.

Information about the Fund:

The latest annual report is available from the Management Company:

Amundi Asset Management
Service Clients Epargne Salariale et Retraite
91-93, Boulevard Pasteur - 75015 Paris

The Fund’s net asset value is available on request from the management company and on the website: www.amundi-ee.com

Past performance is available in the saver area at: www.amundi-ee.com

ARTICLE 4 - FUND TERM

The Fund is established for an indefinite period.

CHAPTER II

FUND PARTICIPANTS

ARTICLE 5 - MANAGEMENT COMPANY

The Fund is managed by the Management Company in accordance with the guidelines established for the Fund.

Subject to the powers of the Supervisory Board, the Management Company acts on behalf of the unit holders and represents them vis-à-vis third parties in all dealings relating to the Fund.

Authorised by the AMF under No GP04000036 and as a financial manager by Directive 2011/61/EU, the Management Company has capital, in addition to the regulatory capital, to cover any risks in respect of its liability for professional negligence when managing the FCPE. In addition, Amundi and its Subsidiaries, including Amundi Asset Management, are covered for their professional liability in connection with their banking, financial and ancillary activities by the global Professional Liability insurance programme taken out by Crédit Agricole SA, acting both on its own behalf and on behalf of its French and foreign subsidiaries.

The Management Company delegates accounting management to CACEIS FUND ADMINISTRATION, 89-91 rue Gabriel Péri – 92120 Montrouge. The main activity of the delegated manager of accounting takes place both in France and abroad, with the provision of services contributing to the management of financial assets, including the valuation and administrative and accounting management of financial portfolios.

The Management Company delegates the tasks of operating the Fund's issuing account to the Custodian.

The Management Company has not identified any conflicts of interest liable to arise from said delegations.

ARTICLE 6 - THE CUSTODIAN

The custodian is CACEIS BANK.

The Custodian is responsible for the tasks assigned to it as provided for in laws and regulations in force as well as those that have been contractually assigned to it by the Management Company. It shall namely ensure the compliance of the decisions taken by the Management Company. It shall, as the case may be, take any precautionary measures it deems necessary. It shall notify the French Financial Markets Authority in the event of any dispute with the Management Company.

By delegation of the Management Company, the Custodian operates the Fund's issuing account.

ARTICLE 7 - CUSTODY ACCOUNT-KEEPER OF FUND UNITS

The custody account-keeper is responsible for the custody account-keeping of the Fund units held by each unit holder.

It is approved by the French Prudential Control Authority (Autorité de contrôle prudentiel et de résolution) on the recommendation of the French Financial Markets Authority.

The Custody account-keeper shall receive and process requests for subscription to and redemption of units, and initiate the corresponding incoming and outgoing payments.

ARTICLE 8 - SUPERVISORY BOARD

1 - Composition

The supervisory board, created under Article L. 214-165 of the French Monetary and Financial Code in accordance with the provisions of the second paragraph of its Article L. 214-164, is composed of:

- 2 employee and unit-holder members representing the Company's unit-holding employees and former employees, elected from among the unit-holding employees based on the number of fund units held by each holder;
- 2 members representing the Group appointed by the management of the member companies.

In any event, at least half of the supervisory board is composed of employee and unit-holder members representing each company's or group unit-holding employees and former employees.

Each Board member may be replaced by a substitute elected (for unit-holder representatives) or appointed (for Group representatives) according to the same criteria.

The term of office is six years. The term of office effectively expires after the meeting of the Supervisory Board which decides on the accounts for the last financial year of the term of office.

It may be renewed by tacit agreement except in the event of an election. Members may be re-elected.

The renewal of a position that has become vacant is carried out under the conditions of appointment described above. It must be carried out without delay at the initiative of the Supervisory Board or, failing that, the Company and, in any event, before the next meeting of the Supervisory Board.

When a member of the Supervisory Board representing the unit holders is no longer an employee of the Company or a unit holder, he/she shall leave his/her duties on the Supervisory Board.

2 - Role

The Supervisory Board meets at least once a year in order to examine the management report and the annual financial statements of the Fund, to review the Fund's financial, administrative and accounting procedures and to approve the Fund's annual report.

The Supervisory Board exercises the voting rights attached to the shares of the Company or any company associated, in accordance with the conditions set out in Article L. 214-165, II of the French Monetary and Financial Code, and decides on the contribution of shares in the event of a purchase or exchange offer.

It exercises the voting rights attached to the securities recorded in the Fund's assets and decides on the contribution of the securities and, to that end, it shall appoint one or more proxies to represent the Fund at the shareholders' general meetings of the issuing companies.

The Supervisory Board may submit resolutions to these general meetings of shareholders under the conditions provided for by the French Commercial Code.

The Supervisory Board decides on any merger, split or liquidation of the Fund. Without prejudice to the powers of the Management Company or of a liquidator, the Supervisory Board may take legal action to protect or assert the rights or interests of unit holders.

The information provided to the Company's Works Council has been sent to the Supervisory Board in accordance with the provisions of Article L. 214-165 of the French Monetary and Financial Code.

Changes made necessary by a change in the laws or regulations will be made at the initiative of the Management Company. The Supervisory Board will be informed of these changes.

All amendments to the regulations are subject to the prior approval of the Supervisory Board with the exception of those made necessary by a change in the laws or regulations, which will be made at the initiative of the Management Company. The Supervisory Board will be informed of these changes.

3 - Quorum

When a meeting is first called, the deliberations of the Supervisory Board are only valid if at least half its members are present or represented and if at least two members, including one representative of unit holders, are present².

If a quorum is not reached at the first meeting, a second notice of meeting shall be sent out by registered mail with acknowledgement of receipt. This notice of meeting may be sent by electronic registered mail fulfilling the conditions stipulated in Article L. 100 of the French Postal and Electronic Communications Code (referred to as "electronic registered mail") on condition that the Supervisory Board member to whom this notice of meeting is sent has been offered the choice of receiving the notice of meeting by registered letter with acknowledgement of receipt or by electronic registered mail and has formally chosen the second method. The notice of meeting may also be sent by correspondence checked by a court enforcement officer.

The Supervisory Board may validly deliberate with those members present or represented, if at least two members, including one representative of unit holders, are present.

If the Supervisory Board is still unable to meet after a second notice of meeting, the Management Company shall prepare a statement of default. A new Supervisory Board may then be appointed at the initiative of the Company, of at least one unit-holder or of the Management Company, in accordance with the provisions of these regulations.

If these provisions cannot be implemented, the Management Company, acting with the agreement of the Custodian, may decide to transfer the assets of the Fund into a "multi-company" fund.

² This quorum is calculated based on the duly completed voting forms that the company receives before the Supervisory Board meeting.

For the calculation of the quorum and majority, members of the Supervisory Board who attend the meeting by videoconference, audio-conference or any other means of telecommunication allowing for their identification and guaranteeing their effective attendance are deemed present.

4 - Decision-making

At its first meeting, notice of which has been given by the Management Company using all available means, the Supervisory Board shall elect a Chairman (vice-Chairman, Secretary, etc.) from among its employee members representing the unit holders, to hold office for a term of one year. They are eligible for re-election, or their term of office can be renewed by tacit agreement.

Meetings of the Supervisory Board may be called at any time of the year, either by its Chairman, or at the request of at least two-thirds of its members, or on the initiative of the Management Company or the Custodian.

Decisions are taken based on a majority of the members present or represented. In the event of a split-vote, the Chairman of the session has the casting vote.

Whenever possible, a representative of the Management Company attends the Supervisory Board meetings. The Custodian, too, if it deems it necessary, may attend meetings of the Supervisory Board.

Members present at a meeting of the Supervisory Board sign the attendance register. Minutes are taken of the Supervisory Board's deliberations: these are signed by the Chairman and at least one other member present at the meeting. Such minutes record the composition of the Board, the rules relating to quorums and majorities, the members present, represented or absent and, for each resolution, the number of votes for and against, as well as the name and function of those signing the minutes. They must be retained by the chairman of the Supervisory Board and by the Company, with a copy being sent to the Management Company.

Minutes of the meeting shall be drawn up in the name of each of the Funds concerned by the meeting or by the decisions of the Supervisory Board.

If the Chairman is unable to attend a meeting, the Chairman is replaced by a member present at the meeting and appointed by his or her colleagues. The Chairman may only be replaced by a member who is a unit-holding employee, representing unit holders.

If a member of the Supervisory Board is unable to attend a meeting and has no substitute, that member may ask to be represented by the Chairman or by another member of the Supervisory Board, provided, in the latter case, that other member is a unit holder. Members representing the Company may only be represented by Company representatives. The proxies so granted are included as an appendix to the attendance record for the meeting and noted in the minutes of the meeting. A proxy may only be granted in respect of a single meeting.

When the supervisory board of an FCPE subject to the regime of Article L. 214-165 or Article L. 214-165-1 of the French Monetary and Financial Code is at least half composed of employees, unit holders, representing unit holders and, company representatives, the exercise of voting rights attached to securities issued by the company, after discussion in the presence of the company representatives, must take place without the latter being present.

ARTICLE 9 - THE STATUTORY AUDITOR

The Statutory Auditor is Deloitte & Associés.

It is appointed for six financial years by the Board of Directors of the Management Company, subject to the approval of the French Financial Markets Authority.

It certifies that the financial statements give a true and fair view of the Fund.

It may be reappointed.

The Statutory Auditor is required to promptly report to the AMF of any fact or decision concerning the undertaking for collective investment encountered in the course of an audit, that may:

1. constitute a breach of the legislative or regulatory provisions applicable to this body and likely to have significant effects on the financial situation, results or assets of the Fund;
2. adversely affect the conditions or continuity of its operations;
3. result in the expression of reservations or refusal to certify the financial statements.

The valuations of assets and the determination of exchange parities relative to company transformations, mergers or splits are carried out under the supervision of the Statutory Auditor.

It values any contribution in kind under its responsibility.

It controls the accuracy of the asset composition of the portfolio and of the other elements included therein prior to its publication.

The fees invoiced by the Statutory Auditor are set by mutual agreement between the Statutory Auditor and the Board of Directors of the Management Company, based on a list of assignments detailing the estimated work involved.

The Statutory Auditor certifies the situations on the basis of which interim distributions are made.

CHAPTER III

FUND OPERATION AND CHARGES

ARTICLE 10 - FUND UNITS

The joint owners' holdings are expressed in terms of units. Each unit represents the same fraction of the Fund assets and may be divided into tens, hundredths, thousandths, etc. Each holder has a right of co-ownership to the Fund assets in proportion to the number of units held.

The Fund issues two classes of units:

- E units: the income of the Fund is capitalised in the Fund.

The initial value of each E unit upon establishment of the Fund is equal to the Subscription Price for the capital increase, that is 31,38 euros.

The characteristic of this unit class is that the management fees are borne by the company.

- F units: the Fund's revenues are capitalised in the Fund.

The initial value of each F unit on its creation will be equal to the net asset value of the E unit on the day of the first subscription.

The characteristic of this unit class is that the management fees are borne by the Fund.

The Management Company guarantees fair treatment of all unit holders. The subscription and redemption procedures and access to information on the Fund are similar for all unit holders of the FCPE.

The provisions of the rules governing the issue and redemption of units shall apply to fractions of units, the value of which shall always be proportional to that of the unit they represent. Unless otherwise stipulated, all other provisions of the rules relating to units shall apply to fractions of units without it being necessary to state this explicitly.

The value of a unit is correlated with the value of the Company share. This correlation will be carried out by dividing the unit or grouping the units of the Fund.

To limit any disparity that may arise between a unit's net asset value and the share price, due to the composition of the portfolio, any fees and management performance, the number of units may be readjusted according to the share price at any time at the initiative of the Management Company. The readjustment will consist in dividing or grouping together the ten thousandths of units to match the value of the share with the opening price of the Company's shares.

These readjustments shall give rise, for each unit holder, to the creation or reduction in the number of units and/or fractions of units required by this readjustment.

These operations will be mentioned in the individual statement sent by the account keeper to each unit holder, as well as on the employee savings website.

ARTICLE 11 - NET ASSET VALUE

The Fund's net asset value is the value of each individual unit. It is calculated by dividing the net assets of the Fund by the number of units issued.

The net asset value is calculated daily, on each Euronext Paris trading day, except for public holidays in France.

It is specified that on official public holidays within the meaning of the French Labour Code and/or if the Paris stock exchange is closed, the net asset value is not calculated. Subscription and repurchasing transaction processing is carried out on the net asset value of the next working day.

The net asset value will be sent to the French Financial Markets Authority on the date of its calculation. This net asset value will be posted up at the premises of the Company and of its establishments, as from the first working day following its calculation. The Supervisory Board may obtain the calculated net asset values upon request.

The securities and financial instruments described in Article 3 of these Regulations and forming part of the Fund assets are valued as follows:

- **Units or shares of UCITS, AIFs or investment funds constituted under foreign law** are valued at the last known net asset value on the valuation date.

- **Exosens shares** traded on a French or foreign regulated market are valued at the market price. Valuation at the reference market price is carried out in accordance with the procedures laid down by the Management Company (opening price). These procedures are also specified in the Notes to the annual financial statements.

However, securities for which no price was recorded on the valuation date, or in respect of which the price has been corrected, are valued by the Management Company at their probable trading value. Such valuations, and their justification, are provided to the Statutory Auditor when the audit is conducted.

Note: Foreign securities held by collective employee shareholding funds (FCPEs) are valued on the basis of their prices on the Paris stock exchange when they are listed on that exchange, or on the basis of the prices of their main market, provided that this market has not been ruled out by the AMF; the valuation in euros is then obtained by using the euro/currency exchange rates set in Paris on the net asset value calculation date. The method chosen is specified by the regulations; it must remain permanent.

- **Money-market instruments are valued at their market value.**
- **Shares subject to temporary sale or purchase transactions** are valued in compliance with the regulations in force and the valuation methods are specified in the notes to the annual financial statements.
- **Transactions referred to in Article R. 214-32-22 of the French Monetary and Financial Code** are valued at their market value in accordance with the procedures adopted by the management company and specified in the notes to the annual financial statements.

If, in order to ensure the liquidity of the Fund, the Management Company is forced to carry out a significant transaction at a price different from this valuation, all the securities remaining in the Fund must be valued at this new price.

Swing pricing mechanism:

Significant subscriptions and redemptions may have an impact on the net asset value due to the cost of portfolio restructuring related to investment and divestment transactions. This cost may arise from the difference between the transaction price and the valuation price, taxes or brokerage fees.

To protect the interests of the holders present in the FCPE, the Management Company may decide to apply a swing pricing mechanism to the FCPE with a triggering threshold.

Therefore, if the balance of subscriptions and redemptions of all the units combined is higher in absolute value than the predetermined threshold, the Net Asset Value will be adjusted. Consequently, the Net Asset Value will be adjusted upwards (and respectively downwards) if the balance of subscriptions and redemptions is positive (and respectively negative); the objective is to limit the impact of these subscriptions and redemptions on the Net Asset Value of the unit holders present in the fund.

This triggering threshold is expressed as a percentage of the FCPE's total assets.

The level of the triggering threshold and the net asset value adjustment factor are determined by the Management Company and they are reviewed at least quarterly.

Due to the application of Swing Pricing, the volatility of the FCPE may not result solely from the assets held in the portfolio.

In accordance with the regulations, only the persons in charge of its implementation know the details of this mechanism, and in particular the percentage of the triggering threshold.

ARTICLE 12 DISTRIBUTABLE AMOUNTS

Income and other proceeds derived from the assets in the Fund must be reinvested. New units will be issued to reflect the reinvestment of these amounts.

ARTICLE 13 - SUBSCRIPTION

For the capital increase scheduled for [13/11/2025]

Subscription requests in the context of the capital increase scheduled for [13/11/2025] must be received between [16/09/2025 and 08/10/2025 inclusive]. No subscriptions will be accepted after this date. The minimum subscription amount is equal to the subscription price of one share.

The provisions applicable in the event of a shortfall in the subscription:

If the total demand for EXOSENS shares within the framework of the offer (including the employer's contribution) were to exceed the number of shares offered, i.e. a maximum of [1,523,294] EXOSENS shares, individual subscriptions would be reduced according to the following rule:

- An individual subscription ceiling will be determined (including employer's contribution) according to the capping method; this method consists in gradually reducing the highest subscriptions until obtaining the level allowing the total number of shares in the envelope dedicated to the offer to be served.
- Individual requests less than or equal to this ceiling will be served in full;
- Individual requests above this ceiling will be served up to this ceiling.

Any reduction in individual requests will be undertaken in the following order of priority:

1. Voluntary payments by direct debit from bank account (SEPA)
2. Voluntary payments debited from salary (if any)
3. Arbitrage of available assets
4. Arbitrage of unavailable assets

The reduction is calculated before the employee pays the attributed amount. The payment of the subscription therefore takes into account, where applicable, the reduction.

The sums are paid to the Fund in one go and after any reductions.

Rules for subscriptions after the capital increase

Subscription requests must be sent to the Custody Account-Keeper, where applicable, through the Company or its delegate, the Plan Administrator, so that it receives them, no later than the business day preceding the net asset value calculation date and shall be executed according to the following procedures:

	Online subscription or via the mobile app	Subscription by post
Net asset value of execution of the subscription order	D+1 being opened	D+1 being opened

For the reading of the table, **D** means:

- for online subscriptions: **D** means the day on which the subscriber enters his order online until 23:59 Paris time;
- for subscriptions by post: **D** means the day of receipt of the letter until 10:00, Paris time.

If necessary, the Management Company may carry out an exceptional valuation of the share to allow, for example, the immediate inclusion of the payment of a special profit-sharing reserve.

The Custody account-keeper of units or, where applicable, the entity holding the Fund's issuing account, creates the number of units that each payment allows by dividing the latter by the issue price calculated on the valuation date of the nearest unit following said payment. The Custody account-keeper shall inform the Company or its delegate, the Plan Administrator, of the number of units attributable to each unit holder based on an allotment statement drawn up by it. The Company or its delegate, the Plan Administrator, shall inform each unit holder of their allotment.

The Fund may cease to issue units pursuant to the third paragraph of Article L. 214-24-41 of the French Monetary and Financial Code, temporarily or permanently, partially or totally, in objective situations leading to the closure of subscriptions such as a maximum number of units issued, a maximum amount of assets reached or the expiry of a given subscription period. Existing unit holders will be notified of the activation of this tool by any means, as well as of the threshold and objective situation that led to the partial or total closure decision. In the event of partial closure, this notification by any means shall explicitly specify the terms under which existing unit holders may continue to subscribe for the duration of this partial closure. Unit holders shall also be informed by any means of the decision of the FCPE or of the Management Company either to end the total or partial closure of subscriptions (when they fall below the triggering threshold), or not to end it (in the event of a change in the threshold or a change in the objective situation that led to the implementation of this tool). A change in the objective situation

invoked or in the triggering threshold must always be made in the interest of the unit holders. The notification by any means shall specify the exact reasons for these changes.

ARTICLE 14 - REDEMPTION

1. Unit-holding Beneficiaries or their heirs may request the redemption of all or some of their units, as provided by the rules of the Group Savings Plan (PEG) or of the International Group Savings Plan (PEGI).

Unit holders who have left the Company “with the exception of units of retirees or early retirees” will be transferred to the F class of units of the Exoshare Fund at the end of the period of one year from the date of departure from the Group.

2. Redemption requests, accompanied if necessary by the relevant supporting documentation, must be forwarded by the Company intermediary or delegated plan administrator to the Custody account-keeper so that they are received at the latest on the working day preceding the date of calculation of the net asset value: and shall be executed as follows:

AVAILABLE ASSETS	
Online redemption request or by the mobile app or by post	
Redemption order execution net asset value	D+1 working day being opened
Issue of bank transfer or cheque	As of D+2 working days as of the net execution asset value

UNAVAILABLE ASSETS		
Redemption request without Minimum Price Value		
“Mixed” (request made online, and supporting documents sent by post)	“Full internet” (request made online, and supporting documents uploaded)	By post
Provided that the file is complete		
Redemption order execution net asset value	D+1 being opened as of validation of the file by the custody account-keeper	
Issue of bank transfer or cheque	As of D+2 working days as of the net execution asset value	

For the reading of the tables above, **D** means:

- for online redemptions, **D** means the day on which the subscriber enters his order online until 23:59 Paris time;
- for redemptions by post/mixed redemptions, **D** means the day of receipt of the letter until 10:00 a.m., Paris time.

If they are not received within the aforementioned deadlines, redemption requests are executed at the following net asset value.

The contact details of the Account Keeper are made available to the employees by the Company...

The shares are paid in cash by deduction from the Fund’s assets or in securities for members of the PEGI. In no event may Payments not pass through the bank accounts of intermediaries, in particular those of the Company or the Management Company, and the corresponding sums are sent to the beneficiaries directly by the custody account-keeper. However, by way of exception, in the event of difficulty or impossibility, the unit holder’s assets may be sent to him through his employer, an establishment authorised by local regulations with the option for the latter to deduct from these sums the required social security and tax deductions pursuant to the applicable regulations. With the exception, where applicable, of the decision taken by the Management Company to cap redemptions under the conditions provided for in paragraph 4 of this article, this transaction shall be carried out within a period not exceeding one month after the calculation of the net asset value preceding or following (as the case may be) receipt of the redemption request.

3. The Management Company specifically monitors funds invested in company shares due to their specific management and control constraints and ensures the prevention of potential liquidity risks. The objective is, in

particular, to ensure that redemption payments to the employees concerned are made in accordance with the Management Company's regulatory obligations, and without impact on the management of the Fund or the remaining unit holders.

4. Mechanism for capping redemptions:

The Management Company may not execute all centralised redemption orders at the same net asset value in the event of exceptional circumstances and if the interests of the unit holders so require.

Calculation method and threshold used:

The Management Company may decide not to execute all redemptions at the same net asset value when an objectively predetermined threshold is reached for a net asset value.

This threshold is, in respect of the same net asset value, as the net redemption of all units combined divided by the net assets of the FCPE.

To determine the level of this threshold, the Management Company will take into account the following elements: (i) the frequency of calculation of the FCPE's net asset value, (ii) the FCPE's management guidelines, and (iii) the liquidity of the assets held by the FCPE.

For the Exoshare FCPE, the cap on redemptions may be triggered by the Management Company when a threshold of 5% of net assets is reached.

The triggering threshold is the same for all unit classes of the FCPE.

If redemption requests exceed the triggering threshold, and if liquidity conditions allow it, the Management Company may decide to honour redemption requests above that threshold, and thus partially or totally execute orders that could be blocked.

Redemption requests not executed at a net asset value will be automatically carried forward to the next centralisation date.

The maximum period of application of the redemption cap mechanism is set at 20 net asset values over 3 months.

Notification to unit holders in the event of activation of the mechanism:

If the redemption cap mechanism is activated, unit holders will be informed by any means on the account holder's website (www.amundi-ee.com).

In addition, unit holders whose redemption requests have not been executed, partially or totally, will be informed in a specific manner and as soon as possible after the centralisation date by the centralising agent.

Processing of orders not executed:

Throughout the period of application of the redemption cap mechanism, redemption orders will be executed in the same proportions for holders of the FCPE who have requested redemption at the same net asset value.

Orders so deferred will not have priority over subsequent redemption requests.

Case of exemption:

If the redemption order is immediately followed by a subscription by the same investor for at least an equal amount and made on the same net asset value date, this mechanism will not be applied to the redemption in question.

ARTICLE 15 – ISSUE AND REDEMPTION PRICE

Fees payable by the investor deducted at the time of subscriptions and redemptions	Base	Rate scale	Borne by the FCPE/Company
Entry charge not payable to the FCPE	Net asset value x Number of units	Not applicable	Not applicable
Entry charge payable to the FCPE	Net asset value x Number of units	Not applicable	Not applicable
Exit fees not payable to the FCPE	Net asset value x Number of units	Not applicable	Not applicable
Exit charge payable to the FCPE	Net asset value x Number of units	Not applicable	Not applicable

ARTICLE 16 - OPERATING AND MANAGEMENT CHARGES

	Charges invoice to the Fund	Base	Rate scale	Borne by the Fund/Company
P1 and P2	Management financial fees and operating fees and other services**	Net assets	Maximum 0.20% incl. tax – E units * Maximum 0.30% incl. tax – F units *	Company Fund
P3	Indirect charges Subscription fees Redemption fees Management fees	Net assets Net assets Net assets	None None Not significant***	Not applicable Not applicable Not applicable
P4	Transaction fees	Deduction on each transaction	None	Not applicable
P5	Performance fee	Net assets	None	Not applicable

* The minimum management fees are 25,000 euros excluding tax per year for both units combined.

** These operating fees and other services include:

Custodian, legal, audit, tax, etc. fees

- Statutory auditor fees
- Custodian fees
- Valuer fees

Costs related to compliance with regulatory obligations and regulatory reporting

- Mandatory professional association contributions

*** Investment in units or shares of UCIs is limited to 5% of the Fund's assets.

Intermediary selection policy:

The Management Company has set up a procedure for selecting and assessing intermediaries and counterparties that takes into account objective criteria such as the cost of intermediation, quality of execution and research. This procedure is available on the Management Company's website: www.amundi.com.

CHAPTER IV
ACCOUNTING ASPECTS AND INFORMATION DOCUMENTS

ARTICLE 17 - FINANCIAL YEAR

The financial year begins on the day after the last trading day of December and ends on the last trading day of the same month of the following year.

By way of exception, the first financial year following the date the Fund is established will begin from the date it is created and will end on the last trading day of December 2025.

Article 18 - HALF-YEARLY INFORMATION DOCUMENT

In the six weeks following the end of each half of the financial year, the Management Company shall draw up an inventory of the Fund assets, under the supervision of the Custodian.

Within eight weeks of the end of each half of the financial year, the Management Company shall publish a breakdown of the Fund assets, after certification by the Fund's Statutory Auditor. To this end, the Management Company shall provide this information to the Supervisory Board and the Company, which make it available to unit holders upon request.

ARTICLE 19 – MANAGEMENT REPORT

In accordance with the conditions laid down in the AMF's general regulations an Instruction AMF DOC 2011-21, each year, within six months of the end of the financial year, the Management Company shall submit the following to the Company: the inventory of assets, as certified by the Custodian, the balance sheet, the income statement and the notes to the financial statements, prepared in accordance with the applicable accounting regulations and as certified by the Statutory Auditor, and the management report.

The Management Company shall make available to each unit holder a copy of the annual report, which may, by agreement of the Supervisory Board, be replaced by a simplified report containing a statement to the effect that the annual report is available to any unit holder requesting it through the Supervisory Board, works council or Company.

The annual report shall includes among other things the amount of the Statutory Auditor's fees.

CHAPTER V

AMENDMENTS, LIQUIDATION AND DISPUTES

ARTICLE 20 - AMENDMENTS TO THE REGULATIONS

The amendments to these Regulations, which are subject to the prior authorisation of the Supervisory Board, are given in Article 8. Any amendment takes effect at the earliest three working days after notification of the unit holders by the Management Company and/or the Company, as a minimum using the means of notification stipulated by the French Financial Markets Authority, namely, as appropriate, by posting of the information at the Company's premises, by insertion in an information document or by sending a letter to each unit holder, or by any other means.

ARTICLE 21 - REPLACEMENT OF MANAGEMENT COMPANY AND/OR CUSTODIAN

The Supervisory Board may decide to replace the Management Company and/or the Custodian, particularly when one or other of these entities either decides no longer to carry out its functions or is no longer able to do so.

Any replacement of the Management Company and/or Custodian is subject to prior approval by the Fund's Supervisory Board and to approval by the French Financial Markets Authority.

Once a new Management Company and/or Custodian has been appointed, the transfer shall be made within three months maximum after the approval by the French Financial Markets Authority.

During this time, the outgoing Management Company will prepare an interim report, covering that part of the financial year during which it has managed the Fund, and draw up the inventory of Fund assets. These documents shall be provided to the incoming Management Company at a date agreed upon by the outgoing and incoming Management Companies and the outgoing and incoming Custodians after notifying the Supervisory Board of this date or, failing this, on the expiry of the above-mentioned three-month period.

In the event the Custodian is replaced, the outgoing Custodian shall transfer the securities and other assets to the incoming Custodian, in accordance with the procedures decided upon by it and, as applicable, the portfolio Management Company(ies) concerned.

ARTICLE 22 - MERGER/SPLIT

These transactions are decided by the Supervisory Board. In the event that the Supervisory Board is no longer able to meet, the Management Company may, with the Custodian's agreement, transfer the assets of this Fund to a "multi-company" fund.

The approval of the supervisory board of the receiving fund is necessary. However, if the rules of the receiving fund provide for the contribution of assets from other funds, this agreement is not required.

Such transactions can only be carried out after approval by the French Financial Markets Authority and after notification of the unit holders of the contributing fund, in accordance with the provisions of Article 20 herein. They shall be carried out under the supervision of the Statutory Auditor.

In the event that the Supervisory Board is no longer able to meet, the transfer of assets may only be carried out after an information letter has been sent to each unit holder by the Management Company or, failing that, by the Company.

The new rights of the unit holders will be calculated on the basis of the net asset value of the units of the fund(s), as determined on the day on which these transactions are carried out. The Custody account-keeper shall send a certificate to the unit holders of the fund that has been taken over or split, setting out the number of units they hold in the new fund(s). The Company shall provide the unit holders with the Key Offering Information Document(s) of the new fund(s) and shall make available to them the text(s) of the Regulations of the new fund(s), which will have been harmonised, if necessary, with the applicable texts in force.

Article 23 - AMENDMENTS TO INDIVIDUAL INVESTMENT CHOICES AND PARTIAL COLLECTIVE TRANSFERS

These transactions may be carried out if the liquidity of the fund of origin so permits.

Amendments to individual investments:

If provided in the rules of the International Group Share Ownership Plan, a unit holder may apply to change his/her individual investment choice (arbitrage) from this Fund into another investment vehicle.

In this case, the unit holder must send a request for a change in individual investment choice to the Custody account-keeper (or comply with the provisions of the relevant company Plan).

Partial collective transfers:

The Works Council or, failing that, the signatories to collective agreements or, failing that, two-thirds of the employees from the same company, may decide on the collective transfer of the holdings of current and former employees of the same company in this Fund into another investment vehicle.

The contribution to a new fund shall then be made as provided in the last paragraph of Article 22 of these Regulations.

ARTICLE 24 - LIQUIDATION/WINDING-UP

The Fund may not be liquidated while there are non-available units remaining.

1. When all units become available, the Management Company, the Custodian and the Supervisory Board may jointly decide to liquidate the Fund on the expiry of the period specified, if applicable, in Article 4 herein. In that event, the Management Company has the necessary authority to proceed with the liquidation of the assets, and the Custodian has the authority to distribute the proceeds resulting from that liquidation to the unit holders, in one or several instalments.

Failing this, a liquidator shall be appointed by law at the request of any interested party.

The Statutory Auditor and the Custodian shall continue to exercise their functions until completion of the liquidation process.

2. When there are unit holders who cannot be contacted at their last known address, liquidation may not occur until one year has elapsed since the last units created became available.

In the event that all the available units belong to unit holders who cannot be contacted at their last known address, the Management Company may:

- either extend the life of the Fund beyond the term stipulated in these Regulations; or
- in agreement with the Custodian, on the expiry of a period of one year from the date on which all the rights of the unit holders become available, transfer these units into a money market multi-company fund which it manages, and proceed to wind up the Fund.

When all the units have been redeemed, the Management Company and the Custodian may jointly decide to wind up the Fund. The Management Company, the Custodian and the Statutory Auditor shall continue to exercise their functions until completion of the winding up process.

ARTICLE 25 - DISPUTES - JURISDICTION

Disputes arising between unit holders and the Fund Manager or the Custodian in relation to the Fund either during its term or upon its liquidation, are subject to the jurisdiction of the competent French courts.

ARTICLE 26 - DATE OF INITIAL APPROVAL AND LAST UPDATE OF THE REGULATIONS

FCPE regulations: "Exoshare" Approved by the AMF on 8 July 2025
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