



EXOSENS
EMPLOYEE SHAREHOLDING PLAN
EXOSHARE
LOCAL SUPPLEMENT FOR THE NETHERLANDS

*You have been invited to invest in shares (the “**Shares**”) of the French company Exosens S.A., having its registered office at Domaine de Pelus 18 Avenue de Pythagore Axis Business Park Bat 5e, 33700 Mérignac, France (“**Exosens**”) by subscribing to units of an employee shareholding fund, a French Fonds Commun de Placement d’Entreprise (“**FCPE**”), within the 2025 employee shareholding plan “ExoShare” (the “**Plan**”) reserved to the employees of the companies belonging to the Exosens group and participating to the Plan (the “**Exosens Group**”).*

*You will invest in units (the “**FCPE Units**” or the “**Units**”) of the FCPE “ExoShare”. You will be issued a number of FCPE Units corresponding to the number of Shares for which you will have subscribed.*

*You will find below a brief summary of the local offering information and principal tax consequences relating to the Plan. These terms include eligibility to participate, payment methods, early redemption conditions and other important items. This local supplement (the “**Local Supplement**”) is provided to you in addition to the Plan documents, in particular, the subscription form and the information brochure, (the “**Information Brochure**”), made available to you on the website dedicated to ExoShare (exoshare.exosens.com).*

The collection of subscription and account management of FCPE units is managed by Amundi ESR.

Please note that the contents of this document are provided for information purposes only. You should read this document carefully, together with all other Plan documents, before making a decision to invest in the Plan. Neither Exosens nor your direct employer within the Exosens Group is providing you with, and will not provide you with, any personal, financial or tax advice in relation to the Plan, or guarantees regarding the future price of the Shares.

The Plan described in this document, and in the other communication materials relating to it, is presented to you because you are an employee of the Exosens Group. Participation in this Plan is not mandatory and your decision to participate or not is entirely personal and will not impact your employment with the Exosens Group, either positively or negatively. The decision whether or not to participate is yours to make, having regard to your own particular circumstances and any independent advice which you require. Nothing contained in the present document or in any other materials distributed or made available to you in connection with the Plan shall confer upon you any right or entitlement respecting your employment. Participation in the Plan is separate from and does not form part of your employment agreement.

Local Plan Information

A share capital increase reserved for employees

The Shares of Exosens will be offered to all eligible employees of the Exosens Group pursuant to Exosens' capital increase which is expected to occur on November 13, 2025.

Subscription Period

The subscription period starts on September 16, 2025 and lasts until October 8, 2025 (inclusive) (the "**Subscription Period**").

During the subscription period, you will be able to submit your orders to subscribe for the FCPE Units through the website dedicated to the Plan (i.e. you purchase FCPE Units).

Eligibility

The Plan is open to all the current employees of the Exosens Group who decide to participate in the Plan and have accrued at least three (3) months of service on the last day of the Subscription Period (i.e. on October 8, 2025), meaning that you must be employed by one of the companies of the Exosens Group participating in the Plan on the last day of the Subscription Period.

Subscription Price

The reference price will be set in euros by Exosens on September 15, 2025 and will be equal to the average opening price of the Shares on stock exchange Euronext Paris over the twenty (20) trading days preceding September 15, 2025 (and thus, from August 18, 2025 to September 12, 2025) (the "**Reference Price**").

The subscription price (the "**Subscription Price**") will be equal to the Reference Price minus a 20% discount.

Matching Contribution

If you decide to participate to the Plan, you will benefit from a financial contribution from the Exosens Group (the "**Matching Contribution**"):

- 150% of the employee's personal contribution up to 400 euros;
- 100% of the employee's personal contribution from 400 euros to 800 euros; and
- 30% of the employee's personal contribution from 800 euros to 1,600 euros,

i.e. a total maximum Matching Contribution of 1,240 euros.

The Matching Contribution will be used to acquire Exosens Shares/FCPE Units.

The Shares representing the Matching Contribution will be delivered to you at the end of the applicable Lock-Up Period (as defined below), through the FCPE, and will not be subject to another lock-up period. The right to receive the Shares representing the Matching Contribution will be subject to continued employment until the end of the Lock-Up Period (as defined below). In case of departure from the Exosens Group before the end of the Lock-Up Period, the leaving employee will not receive the Shares representing the Matching Contribution.

Prior to the settlement-delivery of additional FCPE Units/Shares representing the Matching Contribution, you will not own the corresponding FCPE Units/Shares, and consequently will have no right to any dividends paid in respect of those FCPE Units/Shares (or for which the record date is prior to the date of settlement-delivery) and will have no right to vote at shareholders' meetings in respect of those FCPE Units/Shares.

Sell-to-Cover mechanism regarding the Matching Contribution

Participation in the Plan implies an express mandate given by the participating employee to Exosens, to the employer of the participating employee and to the securities account holder, Amundi ESR, to arrange the sale of all or part of the Shares/FCPE Units representing the Matching Contribution, in order for Exosens to satisfy its tax and social security withholding obligations if the Exosens group company should pay taxes, social security contributions or any other similar charge in the name and on behalf of the said participant.

Your consent to this sell-to-cover mechanism is included in the subscription form.

Information about the Matching Contribution is also available in the information brochure.

Methods of Payment – What are the payment methods available for my subscription?

You will be informed of the final amount of my subscription on October 17, 2025.

Payment for the subscription of the FCPE Units shall be made:

- by SEPA Direct Bank Debit from your bank account, which will be made on October 31, 2025. The SEPA mandate must be completed online on the website dedicated to the Plan. You must ensure that on October 31, 2025 there are sufficient funds in your bank account to cover your investment. Any failure of payment may jeopardize your subscription; or
- by payroll deduction in six monthly installments, with the first deduction from the November 2025 salary.

In case an employee authorizes his/her employer to deduct a certain sum from salary, the restrictions on (i) the protected part of the employee's gross monthly salary (*beslagvrije voet*) (of which the level depends on the employee's family situation and income position), and (ii) any deductions or set-offs resulting in a net salary that is below minimum wage (*minimumloon*) must be observed.

Minimum and Maximum Subscription

The minimum subscription with your personal contribution is the equivalent of one Exosens Share.

As for the maximum subscription in the context of the Plan, your personal contribution (without taking into account the Matching Contribution for these purposes) must not exceed 25% of your gross annual remuneration (fixed and variable) **for the calendar year 2024**.

If you joined the Exosens Group in 2025, it must not exceed 25% of your estimated gross annual remuneration (fixed and variable) **for the calendar year 2025**.

In the event that you exceed this threshold, your employer will be authorized to reduce the amount of your subscription to the extent necessary to allow you to comply with the maximum subscription limit.

Oversubscription and Allocation

If the case arises whereby the subscription requests exceed the maximum number of Shares reserved for the beneficiaries of the Plan, subscription requests will be reduced according to the terms and conditions described in the Information Brochure.

Capital increase and settlement-delivery

The date of the capital increase and settlement-delivery of the FCPE Units is November 13, 2025.

Custody of your FCPE Units, voting rights, dividends

Your FCPE Units will be held in your name by the custody account-keeper Amundi ESR.

As long as your Shares are held by the FCPE, the voting rights pertaining to such Shares will be exercised by the supervisory board of the FCPE on your behalf.

Any dividends paid with respect to Shares held in the FCPE will be reinvested by the FCPE in additional Shares and you will receive a proportionate increase in the number of FCPE Units or fractions of FCPE Units that you hold.

Lock-up period and early exit cases

Under the Plan, your investment must be held for a period of three years, ending on November 13, 2028 (the "**Lock-Up Period**").

Nevertheless you may be able to request early redemption of the FCPE Units and exit from the Plan before the end of the Lock-Up Period if any of the following early exit events occur during your employment with your direct Exosens employer or with any subsequent employer:

- 1) your death, or the death of your spouse or registered partner;
- 2) you, your spouse, registered partner, or child(ren) becoming subject to a disability; and
- 3) termination of your employment contract by your employer because of compelling reasons.

Securities Law Requirements

According to Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**"), "offer of securities to the public" means a communication to persons in any form and by any means, presenting sufficient information on the terms of the offer and the securities to be offered, so as to enable an investor to decide to purchase or subscribe for those securities (Article 2, paragraph 1, let. d), of the Prospectus Regulation. Any offer of securities (as defined in the Prospectus Regulation) to the public shall be based on a prospectus, drawn up, approved and distributed in accordance with the Prospectus Regulation, unless a specific exemption is available.

This offering under the ExoShare plan is addressed only to employees of the Exosens Group. Only these employees are eligible to participate in the offering.

The offering is therefore designed to fall within Article 1.4(i) of the Prospectus Regulation, which, in each case, provides for an exemption from publishing a prospectus for employee offers, more specifically for securities offered, allotted or to be allotted to existing or former directors or employees by their

employer or by an affiliated undertaking, provided that a document is made available containing information on the number and nature of the securities and the reasons for and details of the offer or allotment. The Information Brochure and this Local Supplement constitute the information documents for the purposes of Article 1.4(i) of the Prospectus Regulation.

Further information in relation to Exosens and its share price can be found on the website dedicated to ExoShare.

Securities Law Disclaimer

No prospectus is required for the offering of shares under the employee shareholding plan "ExoShare". Neither this Local Supplement, nor the Information Brochure, nor any other material connected with the Plan, constitute a prospectus within the meaning of the Prospectus Regulation.

Labor Law Disclaimer

Please note that this Plan is provided to you by Exosens S.A., not by your local employer. The decision to include an employee in this Plan or any future plan will be taken by Exosens at its sole discretion. The Plan is a discretionary and one-time arrangement and does not form part of your employment agreement and does not amend or supplement such agreement. Participation in the Plan does not entitle you to continued employment, future benefits or payments of a similar nature or value, and does not entitle you to any compensation in the event that you lose your rights under the Plan as a result of the termination of your employment or otherwise (meaning that the Plan will not be taken into account for the purpose of calculation of variable remuneration, severance payments or for the purpose of determining any other claim for compensation you may have against your employer). Benefits or payments that you may receive or be eligible for under the Plan will not be taken into consideration in determining the pensionable salary or holiday allowance or any other amount of any future benefits, payments or other entitlements that may be due to you.

Risk of your investment

The value development of your investment is tied to the stock price of the Shares, which may go up or down. If the value of the Shares decreases, you may upon redemption receive less than the Subscription Price.

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Tax Information for Employees in the Netherlands

*This summary sets forth general principles that are expected to apply to employees who (i) are resident in the Netherlands for the purposes of the tax laws of The Netherlands and the Convention between The Netherlands and the French Republic for the avoidance of double taxation (the "**Treaty**") and (ii) are entitled to the benefits of the Treaty.*

This summary does not address the tax consequences that apply to employees who perform employment activities in different countries. If, during the program, you move to a different country permanently or will work in a different country for a certain period during the duration of the program, other taxation rules may apply.

This summary is provided for informational purposes only and should not be relied upon as being either complete or conclusive. Neither Exosens nor any affiliated employer within the Exosens group shall be deemed responsible or liable for the tax information described below. For definitive advice, employees should consult their own tax advisers regarding the tax consequences of subscribing to the Exosens shares.

The tax consequences listed below are described in accordance with Dutch and certain French tax law and tax practices, as well as the Treaty, all of which are applicable at the time of the ExoShare offering. These laws, practices and the Treaty may change over time.

UPON SUBSCRIPTION

I. Will I be required to pay any tax and/or social security contributions at the moment of subscription on the Shares?

i. Tax and social security contributions on the discount of the Units

In the Netherlands, income from employment received in the form of a discount on the purchase price of Units (or Shares) is subject to both wage withholding tax and personal income tax at progressive rates. The wage withholding tax is withheld by the employer and can be credited against the personal income tax due (or, in certain circumstances, be refunded if it exceeds the personal income tax due).¹ Besides the wage withholding tax and personal income tax, residents of the Netherlands are obliged to pay national insurance contributions (*premies volksverzekeringen*), as indicated in the table below.

Personal income tax is levied at progressive rates (2025)*:²

Taxable sum in the range		% tax	% national insurance contributions	% total
Zero	€ 38,441	8.17%	27.65%	35.82%
€ 38,441	€ 76,817	37.48%	-	37.48%
€ 76,817	and more	49.50%	-	49.50%

(* these rates are also applicable to the wage withholding tax)

Furthermore, the same income from employment is subject to the employer's part of the social security contributions (*premies werknemersverzekeringen*) and an income-based contribution Healthcare

¹ This is in accordance with the taxation of your regular salary.

² Depending on your personal situation, the effective tax rate will differ from the rates listed in the table.

Insurance Act (*inkomensafhankelijke bijdrage Zorgverzekeringswet*), due by both your employer and by you. Generally, if your income exceeds EUR 75,864 (2025) no further employer's part of the social security contributions or income-based contribution Healthcare Insurance Act are due. National insurance contributions, the employer's part of the social security contributions and the income-based contribution Healthcare Insurance Act are jointly referred to as "social security contributions".

You are considered to have received a taxable benefit in the form of income from employment upon subscription, i.e. on the last day of the Subscription Period (October 8, 2025). The taxable amount is calculated as the difference between (i) the aggregate fair market value of your subscribed Units on the last day of the Subscription Period (based on the opening price of the Exosens share on Euronext Paris (the "**Market Value**") and (ii) the Subscription Price paid by you.

As a result of the Lock-Up Period, Exosens requested a tax ruling from the Dutch tax authorities in order to confirm that this taxable amount shall be reduced by a discount of 13.5% (maximum) on the Market Value. Exosens will notify you if the Dutch tax authorities issue a tax ruling that does not support this position. If this is not the case, the discount is in principle final, meaning if any of the early exit events will become applicable to you, no additional taxes would become due in the case you redeem your Units before the end of the Lock-Up Period.

The Dutch tax authorities require that your employer acts as wage withholding tax agent. Therefore, the wage withholding tax due (including social security contributions) will be withheld by your employer from your salary over the month during which the subscription period expires (i.e. October 2025). This will be done retroactively with your salary in October 2025. Your employer will pay this amount withheld from your salary to the Dutch tax authorities.

Since you are responsible for the payment of personal income tax, you will have to report the income from employment (as set out above) in Box 1 in your personal income tax return for the year during which your subscription becomes irrevocable (i.e. 2025).³ In principle, you should file your income tax return before 1 May following the relevant year, which in this case would be May 1, 2026. As set out above, the wage withholding tax withheld and paid by your employer can be credited with the personal income tax due by you.

In general, the final personal income tax assessment for any year shall be received no sooner than the month of May following the end of that year, but provisional income tax assessments may be imposed during the taxable year. You are required to pay any income tax due within two (2) months of the income tax assessment date.

After the taxable moment for Box 1 has taken place, the Units (or Shares upon redemption of the Units after the Lock-Up Period) will in principle become subject to the so-called Box 3 regime, which is the regime of savings and investments (please see below).

ii. Tax and social security contributions on the Matching Contribution

With respect to the Shares representing the Matching Contribution, you are considered to have received a taxable benefit in the form of income from employment at the end of the Lock-Up Period. This is the point at which the right to receive the Shares representing the Matching Contribution becomes unconditional, given that entitlement is contingent upon continued employment through the conclusion of the Lock-Up Period. The taxable amount is equal to the fair market value of the Shares representing the Matching Contribution at the taxable event.

³ In principle, this income should also be included in the annual wage statement (*jaaropgaaf*) you receive from your employer.

After the taxable moment for Box 1 has taken place, the Shares will in principle become subject to the so-called Box 3 regime, which is the regime of savings and investments.

iii. Will I be required to pay any tax and/or social security charges on the interest-free advance payment?

In case of payment of the subscription to the Units by payroll deduction, the difference between (i) the applicable market interest rate and (ii) the interest payable (reduced-rate or 0%) on any loan granted to the employee, including a salary advance which will be repaid in several monthly instalments, will be considered a taxable benefit, in principle subject to taxation and applicable social security contributions to be withheld and remitted by the employer.

The Dutch employing entity may opt to designate the interest-free financing as a final employer's wage tax, insofar the conventionality test⁴ is met. If this will be the case, the latter means that the Dutch employing entity bears the tax liability (if any) in respect of any benefit on the interest-free advance payment.

DURING THE LIFE OF THE PLAN

II. Will I be required to pay any tax and social security contributions on dividends or any wealth tax on the FCPE Units I own?

Any dividends distributed by Exosens will be automatically reinvested by the FCPE "ExoShare" in Exosens shares (purchased on the market). New Units or fractions of Units will be issued to you.

(i) *Taxation in France*

In the absence of a distribution to employees of the dividends received from Exosens, no withholding tax will be levied in France.

(ii) *Taxation in the Netherlands*

As Exosens S.A., a company incorporated in France and listed on Euronext Paris, will be the entity distributing the dividends, no Dutch dividend withholding tax will be levied on such distributions. As set out above, the dividends will be reinvested by the FCPE in new Units or fractions of Units.

After subscription (i.e. at the end of the Subscription Period), your Units (or the amount realized upon disposition of your Shares) will be taxed as income from savings and investments (*inkomen uit sparen en beleggen*, or "Box 3").⁴⁵

Generally, Shares held by a Dutch resident will be subject to an annual income tax imposed on a fictitious yield on the fair market value of the shares on January 1 of each calendar year under the regime for savings and investments. Irrespective of the actual income (dividends) or capital gains realized, the annual taxable benefit from a Dutch resident's assets and liabilities taxed under the current Box 3 regime, including the Shares, is based on fictitious percentages applied to the fair market value of (i) bank savings, (ii) other assets, including the Shares, and (iii) liabilities.

⁴ The description of the regime for savings and investments (Box 3) is based on the Box 3 Bridging Act (*Overbruggingswet box 3*), which entered into force on January 1, 2023.

⁵ Unless the Box 1 regime (*lucrative interest*) or Box 2 regime (*substantial interest*) applies to you. We recommend verifying this with your personal tax adviser.

For the calendar year 2025, the fictitious percentages applicable to the categories mentioned above (bank savings, other assets and liabilities) have been determined as follows:

- Bank savings: 0.92%
- Other assets: 5.88%
- Liabilities: 2.46%

Currently, taxation only occurs if and to the extent the sum of the fair market value of bank savings and other assets minus the fair market value of the liabilities exceeds a certain threshold (*heffingvrije vermogen*) (for 2025: EUR 57,684 for an individual or EUR 115.368 with a fiscal partner). The tax rate under the regime for savings and investments is a flat rate of 36% (2025). No social security contributions will be due.

You are advised to consult your tax adviser on whether any tax levied under the current regime for savings and investments, including in respect of the Shares, is in accordance with the tax law in force, including the European Convention for the Protection of Human Rights and Fundamental Freedoms.⁶

Potential discount for Box 3 purposes:

As set out above, Exosens has submitted a request for a tax ruling to apply a 13.5% discount to the Market Value at the time the Units are granted, aiming to reduce the wage tax liability. If approved, this ruling may also support the position that the value of the Shares as of 1 January may be reduced for Dutch personal income tax purposes under Box 3.

For Box 3 purposes, the listed price of the Shares on Euronext Paris as of 1 January may be used as the reference fair market value. The applicable discount rate depends on any exceptions to the Lock-Up Period and the number of full years remaining in the Lock-Up Period as of 1 January of the relevant tax year. The discount must correspond to each complete year of remaining lock-up on that date.

The following discount percentages may be applied to the listed price of the Shares for Box 3 purposes (based on full years only, not prorated):

- Lock-Up Period of three **full** years: 13.5%⁷
- Lock-Up Period of two **full** years: 10%
- Lock-Up Period of one **full** year: 5.5%

Due to the changes in the Box 3 system, the Dutch tax authorities have taken the position that these discount percentages may no longer be deducted directly from the value of the Shares. Instead, they must be reported separately in the income tax return as a debt item for Box 3 purposes.

Participants are individually responsible for the accurate filing of their personal income tax returns.

⁶ Please note that the Box 3 regime is currently under review and will – presumably- be amended by January 1, 2028. It is anticipated that the legislator will amend the law to a system of taxation of actual income (rather than a notional yield – i.e., the current situation). We recommend consulting your personal tax adviser in due course.

⁷ Please note that following the issuance of Shares in 2025, the Lock-Up period on 1 January 2026, is shorter than three full years.

Participants should consult their own tax advisers regarding the appropriate treatment of the above-mentioned discounts, which constitutes taking a tax position that may eventually be subject to review or challenge by the Dutch tax authorities and may be considered complex under Dutch tax law.

UPON REDEMPTION

III. Will I be required to pay any tax or social security contributions when, at the end of the Lock-Up Period (or in the event of an authorized early exit case), I ask to redeem my FCPE Units, or if I do not choose to immediately request the redemption of my FCPE Units upon the expiration of the Lock-Up period?

(i) Taxation in France

You will not be subject to income taxes in France on the gain, if any, realized on the redemption of your FCPE units.

(ii) Taxation in the Netherlands

With respect to the Units, you will not be required to pay Dutch wage withholding tax, personal income tax or social security contributions at the end of the Lock-Up Period (e.g. with respect to any capital gains realized) based on the current tax legislation.

In case you have opted to not redeem the FCPE Units, any dividends distributed by Exosens will be reinvested in the FCPE in additional FCPE Units or fractions of Units, net of the 15% withholding tax applicable in the Netherlands.

With respect to the Matching Contribution, the taxable moment will take place at the end of the Lock-Up Period. The taxable amount is equal to the fair market value of the Shares representing the Matching Contribution at the taxable event. The taxable amount will be subject to Dutch wage tax, personal income tax and social security contributions (if applicable) at the end of the Lock-Up Period. Any tax due may be settled through a sell-to-cover mechanism.

After the taxable moment for Box 1 has taken place, the Shares will in principle become subject to the so-called Box 3 regime, which is the regime of savings and investments (please see below).

REPORTING OBLIGATIONS

IV. What are my reporting obligations with respect to the subscription, holding and redemption of the FCPE Units as well as the payment of dividends, as applicable?

Since you are responsible for the payment of Dutch personal income tax, you will have to report the income from employment (as set out above) in your personal income tax return over the year in which the Subscription Period expires (for the Units) and in your personal income tax return over the year of termination of the Lock-Up Period for the Shares representing the Matching Contribution.⁸ In principle, the personal income tax return will have to be filed prior to 1 May of the year following the year in which the subscription period expires (in this case prior to May 1, 2026). As set out above, the wage withholding tax withheld and paid by your employer will be credited with the personal income tax due by you.

Following the taxable event for Box 1, you will be required to report the value of your Units (or the amount realized upon disposition of your Shares) or Shares as part of your assets in Box 3 (savings and

⁸ This process is similar to filing your personal income tax return on your regular income.

investments) in your income tax return for the year 2026 and any subsequent years. In principle, the personal income tax return will have to be filed prior to 1 May of the year following the year in which the subscription period expires (2025), and as such for the first time prior to May 1, 2026.

In general, the final personal income tax assessment for any year shall be received no sooner than the month of May following the end of that year, but provisional income tax assessments may be imposed during the taxable year. You are required to pay the income tax within two (2) months of the income tax assessment date.

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