

RULES OF THE INTERNATIONAL GROUP SAVINGS PLAN

EMPLOYEE SHAREHOLDING

OF THE EXOSENS GROUP



PREAMBLE

This international group savings plan for the employee share offering of the EXOSENS Group (hereinafter referred to as the "**IGSP**" or the "**Plan**"), has been established by EXOSENS, a French public limited company (*société anonyme*), with the registered office at Domaine de Pelus, 18, avenue de Pythagore Axis Business Park Bat 5e, 33700 Mérignac, France, and registered with the French Trade and Company Register of Bordeaux under number 895 395 101 (hereinafter referred to as the "**Company**"), represented by Mrs. Bella Zisere, in her capacity of Chief People and Culture officer.

The IGSP applies to Member Companies, as defined in Article 2 hereafter. It benefits to all beneficiaries of the Plan (hereinafter referred to as the "**Beneficiaries**") of the Member Companies.

The Appendices are an integral part of the Plan.

ARTICLE 1 - PURPOSE OF THE PLAN

The IGSP aims to strengthen the Exosens Group membership and to involve the Group's employees in its development and performance, by allowing the Beneficiaries of Member Companies to become shareholders of the Company, on preferential terms (hereinafter referred to as the "**Share Offering(s)**").

Share Offerings shall relate, at the Company's discretion, either to newly issued shares of the Company as part of capital increases reserved for Beneficiaries and/or to transfers of existing shares previously repurchased by the Company.

The IGSP provides the general framework for the Share Offerings. This Plan rules shall be subject to French law, in the absence of any mandatory provisions to the contrary or special provisions of local laws relevant to countries included in the scope of the Share Offerings.

The specific conditions applicable to each Share Offering will be brought to the attention of the Beneficiaries by means of the specific documentation for each Share Offering.

ARTICLE 2 - SCOPE OF THE PLAN

The Plan is established for the benefit of companies selected by the Company, directly or indirectly majority owned by the Company, having their registered office outside France.

Membership in the IGSP is offered to eligible companies, under the paragraph below, by the Company.

The provisions of the IGSP apply to eligible companies that expressed their desire to benefit from this Plan by signing a membership form (hereinafter individually or collectively referred to as the "**Member Company(ies)**").

Appendix I contains the list of Member Companies.

For each Share Offering, the Company will approve the list of the countries where it will be proposed to Beneficiaries of the IGSP.

A Member Company that leaves the scope of eligibility to the IGSP will automatically cease to be a member of IGSP on the date of exit from the perimeter defined in the first paragraph. Employees of this company will no longer be eligible to participate in Share Offering made under the Plan. Unavailable assets held within the Plan by employees and corporate officers of the company leaving the scope of the Plan shall remain unavailable, unless otherwise provided in the terms of a Share Offering or by an ad hoc decision of the Company. The available assets held by such employees shall remain within the Plan, unless a withdrawal request is submitted.

ARTICLE 3 - BENEFICIARIES

Beneficiaries of the IGSP include:

- employees of a Member Company who are under an employment contract at the closing date of the subscription period of a Share Offering and whose employment conditions comply with any special terms and conditions set out in the specific documentation for each Share Offering.
- Chairmen and CEO, managing directors, and more generally corporate officers of the Member Companies, subject to compliance with the provisions of applicable local law, meeting the conditions referred to above.

The status of "employee" will be determined pursuant to the law of the country where the Member Company has its registered office.

A minimum seniority condition of three (3) months has to be satisfied in order to be a Beneficiary.

A specific seniority condition applicable within the framework of a Share Offerings may be determined by the Company and the Beneficiaries will be informed by means of the specific documentation to each Share Offering.

ARTICLE 4 - MEMBERSHIP PROCEDURE FOR THE BENEFICIARIES

A Beneficiary becomes member of the IGSP solely by a voluntary contribution into the Plan upon a Share Offering. To participate in a Share Offering, Beneficiaries will be informed by means of the documentation specific to each Share Offering and will have to complete a subscription form, in paper or electronic format, and within an indicated timeframe, made available to them for this purpose.

The decision of a Beneficiary to participate or not in this IGSP and in any Share Offering proposed within its framework is entirely personal and voluntary. It does not constitute an acquired right and in no way precludes the ability of the Beneficiary to participate in similar offerings in subsequent years. It confers no right in respect of employment and should not impact his/her employment, either positively or negatively.

The possibility of participating in a Share Offering for a Beneficiary does not constitute an advice or an investment recommendation from the Company and/or the Member Company nor their managers or employees.

By subscribing to the IGSP, the Beneficiary accepts the provisions of this Plan rules and the provisions of the rules of the French employee shareholding fund (*Fonds commun de placement d'entreprise* ("**FCPE**")), a French employee shareholding fund, of which he/she subscribes units.

ARTICLE 5 - SOURCES OF FUNDING

The IGSP is funded via:

- the voluntary contributions from Beneficiaries; and
- the financial contribution of the Member Companies or the Company, in accordance with the terms set out in Article 7.

The sums contributed to the IGSP will be used in accordance with Article 8 of the Plan.

ARTICLE 6 - CONTRIBUTIONS FROM BENEFICIARIES

Voluntary contributions to the Plan made by a Beneficiary may be of a minimum amount requirement set for each Share Offering.

Voluntary contributions to the IGSP can only be made during the subscription period of a Share Offering decided by the Company.

The total amount of voluntary contributions from a Beneficiary may not exceed, for each Share Offering, one fourth of the Beneficiary's gross annual remuneration. This limit may be adapted in order to take into consideration local laws in force. A limit below one fourth of the gross annual remuneration could be in any case determined by the Company, and will be specified in the specific documentation for each Share Offering.

The specific rules applying to the Beneficiaries concerned will be set forth in the specific documentation for each Share Offering, prepared for them.

The procedures related to contributions will also be detailed in the specific documentation for each Share Offering, prepared for the Beneficiaries.

ARTICLE 7 - ADDITIONAL CONTRIBUTION FROM THE EXOSENS GROUP

The EXOSENS Group bears the individual account maintenance fees for beneficiaries with the institutions appointed to ensure the custody of the assets invested under the IGSP.

The coverage of such fees shall cease upon the Beneficiary's departure from the EXOSENS group, except in the event of retirement. From that point onward, such fees shall be borne by the Beneficiaries and may be deducted from their assets or invoiced to them directly.

Certain costs, such as international bank transfer fees and foreign exchange fees for example, may be borne by the Beneficiaries

The costs relating to the management of the Beneficiaries' assets held via the FCPE will be borne under the conditions described in the FCPE rules, proposed as an investment vehicle within the Plan, whose Key Information Document (hereinafter referred to as the "**KID**") is set out in Appendix II to the Plan.

Employees' voluntary contributions may be subject to a matching contribution from the EXOSENS Group, depending on the nature of the Share Offering or the contributions made under the PEGI. Beneficiaries shall be informed, where applicable, by means of specific documentation relating to each Share Offering intended for the Beneficiaries.

ARTICLE 8 - USE OF FUNDS

The amounts paid to IGSP pursuant to Articles 6 and 7 above shall be allocated to one or the other of the following investment options:

- (i) the holding of registered shares of the Company through the direct subscription or acquisition of Company shares as part of a Share Offering.

The holding of registered shares of the Company through certain specific and ad hoc vehicles set up for the Shareholding Offer, including through a trust, may also be offered in certain Participating Companies depending on applicable local laws;

- (ii) the holding of EXOSENS shares through an governed by French law any similar foreign investment vehicle compatible with the French regulations on savings plans.

The KID of the FCPEs proposed under the Plan will be included in Appendix II of this Plan, at the latest as of the date the FCPE. The KID of each FCPE whose shares may be subscribed by the Beneficiaries will be made available to them as part of each employee Share Offering.

One or more FCPEs or FCPE compartments may be reserved for certain Beneficiaries, in particular to take into account regulatory and/or tax constraints applicable to the Beneficiaries based on their country of residence.

ARTICLE 9 - INCOME AND RIGHTS RELATED TO THE ASSETS HELD WITHIN THE PLAN

Dividends and any other income related to the EXOSENS shares held through the FCPE will be reinvested within the FCPE, as set out in the FCPE rules.

The voting rights attached to the FCPE shares held by the Beneficiaries will be exercised by the FCPE Supervisory Board, on behalf of the Beneficiaries.

Dividends attached to the Company shares held directly by the Beneficiaries in registered form shall be paid to the Beneficiaries.

Voting rights attached to the Company shares held directly by the Beneficiaries in registered form shall be exercised directly by the Beneficiaries.

ARTICLE 10 - LOCK-UP PERIOD

The assets held within the IGSP are, subject to certain exceptions, locked-up for a period of three (3) to five (5) years, starting on the date upon which the shares or FCPE units are registered in an account in the name of the Beneficiary.

At the time of Share Offerings reserved for employees and corporate officers of Member Companies, the Beneficiaries will receive the relevant documentation that shall describe (i) the exact duration of the lock-up period and (ii) the authorized early exit events enabling the early expiration of the lock-up period in view of the legal and/or regulatory and/or tax constraints applicable in the country in question.

In addition, the lock-up period may, in certain cases, expire at a different date than the one mentioned in the first paragraph of this Article 10 due to the regulations and/or tax treatment applicable locally. Under this latter assumption, the Beneficiaries shall be explicitly informed beforehand within the framework of the concerned Share Offering.

ARTICLE 11 - INFORMATION OF THE BENEFICIARIES

The IGSP rules are made available upon request from the human resources department of the Member Company and will be electronically accessible as part of the Share Offerings.

Beneficiaries receive after each subscription to a Share Offering, and at least once a year, a statement indicating the amount of their contributions, the number of shares/FCPE units acquired, the total number of shares/FCPE units held, broken down by lock-up periods, the latest share/FCPE unit value known and the total value of their assets, available or unavailable.

Similarly, after each release from the Plan, they are sent an account statement indicating the balance of their account.

ARTICLE 12 - DEPARTURE OF A BENEFICIARY FROM THE EXOSENS GROUP

In the event of termination of the employment contract, the Beneficiary may retain his/her assets in the Plan after departure. However, no further contributions may be made.

The employer shall ask the Beneficiary to indicate the address to which account statements relating to his/her rights and the payment of the redemption value of the units or the proceeds from the sale of shares shall be sent upon request for liquidation of his/her assets.

Subsequently, any Beneficiary who remains a member must directly inform the account holder of any change of address, in order to ensure that all information regarding his/her assets or, where applicable, the proceeds from the liquidation thereof, is sent to the correct address.

ARTICLE 13 - EFFECTIVE DATE – AMENDMENT - TERMINATION

The IGSP is governed by these rules, in its present state, as of the date of its signature. It is established for an indefinite period.

The rules may be amended by the Company. Any amendments must be notified to the Member Companies. The amendments may concern all or some of the Member Companies.

A Member Company can terminate its membership to the IGSP, or the Company may terminate the participation of a Member Company in the Plan at any time. The termination decision will take effect three (3) months after its notification to the Company, or to the Member Company, as the case may be. Notwithstanding the termination of its membership, any Member Company shall nevertheless remain bound by the provisions of this Plan as long as its employees or former employees hold assets in the Plan.

ARTICLE 14 - APPLICABLE LAW – SETTLEMENT OF DISPUTES

This Plan shall be subject to French law, in the absence of provisions to the contrary or special provisions of local laws relevant to countries included in the scope of the Share Offerings.

Before using the procedures of the regulations in force, the parties will attempt to reach an amicable agreement for any disputes relating to the application of this IGSP. Failing agreement between the parties, disputes shall fall within the jurisdiction of the Bordeaux courts of law.

The regulation may be translated into languages of the countries where the Share Offerings are implemented. In case of conflict or difference in interpretation between the provisions of the versions translated in local languages and those of the French version, the latter will prevail and therefore the provisions of the French text will apply.

In Paris

On July 31 , 2025



Mrs. Bella Zisere
Chief People and Culture officer

APPENDIX I

Company Code (if known)	Company Name	Company Registry Number	Country
	CENTRONIC LTD.	00469940	UK
NAICS code : 333310	TELOPS INC.	1178545563	CANADA
	NVLS S.L.	MADRID T 18969, F196, S 8, H M 331317	ESPAGNE
	EL-MUL TECHNOLOGIES LTD.	511635450	ISRAEL
NACE code 26.51	PHOTONIS GERMANY GMBH	Darmstadt, HRB 90643	ALLEMAGNE
	XENICS N.V.	0473.044.848	BELGIQUE
SSIC 2015: 26129	SINFRAED PTE. LTD.	200811147D	SINGAPOUR
SBI-code: 2790	PHOTONIS NETHERLANDS BV	011.52.556	PAYS-BAS
NCAIS: 335999 334511	PHOTONIS SCIENTIFIC INC.	23-2999112	USA
NCAIS: 335999 334511	PHOTONIS DEFENSE INC.	23-2464652	USA
	TELOPS USA INC.	98-0377038	USA
	PHOTONIS USA NV INC.	33-4827362	USA
	XENICS USA INC.	27-3680907	USA

MEMBER COMPANIES

APPENDIX II

KID OF THE FCPE



Key information document

Objective: This document contains essential information about the investment product. It is not marketing material. This information is provided to you in accordance with a legal obligation to help you understand what this product is and what risks, costs, potential gains and losses are associated with it, and to help you compare it with other products.

Product

EXOSHARE – E units

Management company: Amundi Asset Management (hereinafter “we” or “the management company”), member of the Amundi group of companies.
990000206389 - Currency: EUR

Management company website: www.amundi.fr
Call +33 143233030 for more information.

The French financial markets authority (“AMF”) is responsible for the supervision of Amundi Asset Management with regard to this key information document.

Amundi Asset Management is accredited in France under No GP-04000036 and regulated by the AMF.

This document was published on: 01/09/2025.

You are considering buying a product that is not straightforward and can be difficult to understand.

About the product

Type: This product is an alternative investment fund (AIF) in the form of a customised group employee shareholding fund (FCPE), governed by French law.

Duration: This FCPE has been created for an indefinite term. The management company may, with the approval of the FCPE Supervisory Board, merge, split or liquidate the FCPE. Its dissolution may also be considered in the event of the redemption of all units.

AMF classification: FCPE invested in listed company shares.

Objectives: By subscribing to EXOSHARE, you are investing in listed shares in your company.

The management objective of the FCPE is to seek performance based on the changes, both upward and downward, in the EXOSENS listed share price.

The FCPE is permanently composed of at least 95% EXOSENS shares and the remainder in units or shares of money-market UCITS and/or general purpose AIFs (FIVG funds).

The net asset value of the FCPE will change, both upwards and downwards, depending on the valuation of the EXOSENS share, proportionally to the percentage of the assets invested in these shares.

Income and net realised capital gains must be reinvested.

Units may be redeemed on any dealing day in accordance with the procedures described in the FCPE Regulations.

Targeted retail investors: This product is intended for investor beneficiaries of an employee savings scheme, who have a basic understanding and/or limited or non-existent experience of investing in funds, who are looking to increase the value of their investment over the recommended holding period and who can bear losses up to the amount invested.

The product is not open to residents of the United States of America/“U.S. Person” (the definition of “U.S. Person” is available on the management company’s website: www.amundi.com).

Additional information: You can obtain more information about this FCPE, including the Regulations and financial reports in French, free of charge upon request from: Amundi Asset Management - 91-93 boulevard Pasteur, 75015 Paris, France.

The net asset value of the FCPE is available at www.amundi-ee.com.

Custodian: CACEIS Bank

What are the risks and potential returns?

RISK INDICATOR



The risk indicator is based on the assumption that you will retain the product for 5 years. You risk not being able to easily sell your product, or you may have to sell it at a price that would significantly affect the amount you receive in return.

The synthetic risk indicator compares the risk level of this product to other products. It indicates the likelihood of this product incurring losses in the event of changes on the markets or our inability to pay you.

We have classified this product as risk category 5 out of 7, meaning that it carries a medium to high level of risk. In other words, the potential losses associated with the future performance of the product are at a level between medium and high and, if market conditions were to deteriorate, it is highly likely that our ability to pay you would be affected.

In addition to the risks included in the risk indicator, other risks may influence the performance of the Fund:

Market liquidity risk can accentuate variations in product performance.

Investment concentration risk: if investments are made in a limited number of transferable securities and/or a specific segment of the financial markets, and if these perform poorly, the losses incurred may be greater than they would have been with an investment in a greater number of transferable securities and/or more diversified markets.

As this product does not provide protection against market fluctuations, you could lose all or part of your investment.

In addition to the risks included in the risk indicator, other risks may affect the performance of the Fund. Please refer to the EXOSHARE FCPE rules.

Performance scenarios

The unfavourable, moderate and favourable scenarios presented are illustrations based on the Fund's worst, average and best performances over the last 10 years. The markets may evolve very differently in the future. The stress scenario shows what you could obtain in extreme market situations.

Your returns on this product depend on future market performance. The future evolution of the market is uncertain and cannot be accurately predicted.

Recommended holding period: 5 years			
Investment of €10 000			
Scenarios		If you leave after	
		1 year	5 years
Minimum	There is no minimum guaranteed return. You could lose all or part of your investment.		
Stress scenario	What you could obtain after deduction of costs		
	Annualised return	€1,960	€1,300
		-80.4%	-33.5%
Unfavourable scenario	What you could obtain after deduction of costs		
	Annualised return	€6,010	€7,870
		-39.9%	-4.7%
Moderate scenario	What you could obtain after deduction of costs		
	Annualised return	€11,470	€12,570
		14.7%	4.7%
Favourable scenario	What you could obtain after deduction of costs		
	Annualised return	€16,850	€35,450
		68.5%	28.8%

The figures presented include all product costs.

Unfavourable scenario: This type of scenario occurred for an investment between 30/11/2016 and 30/11/2021.

Moderate scenario: This type of scenario occurred for an investment between 31/03/2017 and 31/03/2022.

Favourable scenario: This type of scenario occurred for an investment between 30/04/2020 and 11/04/2025.

What happens if Amundi Asset Management is not in a position to make payments?

The product is a co-ownership of financial instruments and deposits separate from the Management Company. In the event of default by the Management Company, the product's assets held by the custodian will not be affected. In the event of a default of the custodian, the risk of financial loss of the product is mitigated due to the legal segregation of the assets of the custodian from those of the product.

What are the costs?

The person selling you this product or advising you in this regard may ask you to pay additional costs. If this is the case, this person will inform you about these costs and show you the impact of these costs on your investment.

Costs over time

The tables show the amounts deducted from your investment to cover the various types of costs. These amounts depend on the amount you invest and how long you hold the product for. The amounts shown here are illustrations based on an example of investment amount and the various potential investment periods.

We have assumed:

– that during the first year you will get back the amount you invested (annual return of 0%). That for the other holding periods, the product evolves as indicated in the moderate scenario.

– an investment of €10,000.

Investment of €10,000		
Scenarios	If you leave after	
	1 year	5 years*
Total costs	€0	€8
Impact of annual costs **	0.0%	0.0%

* Recommended holding period.

** The extent to which costs reduce your return annually over the holding period. For example, if you were to leave at the end of the recommended holding period, we would expect your average annual return to be 4.68% before deduction of costs and 4.67% after this deduction.

Composition of costs

One-off entry or exit costs	If you leave
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		after 1 year
Entry cost	We do not charge entry costs on this product.	NA
Exit cost	We do not charge exit costs for this product.	NA
Recurring costs charged annually		
Management fees and other administrative or operating costs	0.20% of the value of your investment per year, all of which is paid by the company.	€0
Transaction cost	0.01% of the value of your investment per year. This is an estimate of the costs incurred when we buy and sell the investments underlying the product. The actual amount varies depending on how much we buy and sell.	€1
Ancillary costs charged under certain specific conditions		
Performance fees	We do not charge performance fees on this product.	NA

How long should I keep the product and can I withdraw money early?

Recommended holding period: 5 years. This recommended holding period is based on our assessment of the risk and reward characteristics and the costs of the FCPE. This duration does not take into account the vesting period linked to your employee savings plan.

Order timetable: investors have the option to redeem their units on request, in accordance with the procedures set out in the FCPE Regulations. Leaving before the end of the recommended investment period could have an impact on the expected performance. A mechanism to cap redemptions (known as "Gates") may be implemented by the management company. How the FCPE is operated is described in the Regulations.

How can I make a complaint?

If you have complaints, you can:

- Write to Amundi Asset Management at 91-93 boulevard Pasteur, 75015 Paris - France
- Send an email to dco-fcpe@amundi.com

In the event of a complaint, please provide your contact details (name, address, telephone number or e-mail address) and provide a brief explanation of your complaint. You will find more information on our website www.amundi.fr and/or on the website of your holder of individual unit holders' accounts.

Other relevant information

You can find the Regulations, key information documents, information to unitholders, financial reports and other information documents relating to the Fund, including the various policies published by the Fund, on our website www.amundi.fr and/or on the website of your account holder. You can also request a copy of these documents from the management company's registered office.

Holder of individual unit holders' accounts: Amundi ESR.

Depending on your tax status, capital gains and income related to the holding of FCPE units may be subject to tax.

This FCPE has been created within the framework of the Exosens Group Savings Plan (PEG) and the International Group Savings Plan (PEGI) of which it forms an inseparable part. It is reserved exclusively for employees and beneficiaries of the issuer's share offering.

Composition of the supervisory board: The supervisory board is composed of 2 unit holder representatives and 2 company representatives appointed in accordance with the terms and conditions set out in the FCPE Regulations. For more details, please refer to the Regulations.

Past performance: There is insufficient data to provide a useful indication of past performance.

Performance scenarios: You can consult the previous performance scenarios, updated monthly, on the website of your holder of individual unit holders' accounts.