



EXOSENS EMPLOYEE SHAREHOLDING PLAN
EXOSHARE
LOCAL SUPPLEMENT FOR THE UNITED STATES

*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**”), within the 2025 employee shareholding plan “ExoShare” (the “**Plan**”) reserved for the employees of the companies belonging to the Exosens group and participating in the Plan (the “**Exosens Group**”).*

*You will find below a brief summary of the local offering terms and principle U.S. federal income tax consequences relating to the Plan. These terms include eligibility to participate, payment methods, early sale 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 (exoshareexosens.com)*

The collection of subscription 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 obtain. 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.

The Exosens Group’s 2024 Universal Registration Document, which includes its annual financial report for 2024 and a discussion of its material impacts, risks and opportunities, and the Exosens Group’s 2025 half-yearly financial statement are available at https://www.exosens.com/system/files/2025-05/EN_GB%20Exosens%20URD%202024.pdf.

Local Plan Information

Eligibility

The Plan is open to all current employees of the Exosens Group who decide to participate in the Plan and who 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 employing companies within the Exosens Group which is participating in the Plan and not on notice (given or received) on the last day of the subscription period.

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 Shares through the website dedicated to the Plan.

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 (the "**Discount**"). It will be communicated to you on the website dedicated to ExoShare.

Note that your subscription is in Euros. Consequently, for the purpose of your subscription, the amount of your payment in US dollars will be converted on September 15, 2025 (using the exchange rate applicable on September 12, 2025). The exchange rate will not change for the duration of the subscription period.

During the life of your investment, the value of the Shares will be affected by fluctuations in the currency exchange rate between the Euro and US dollars. As a result, if the value of the Euro strengthens relative to US dollars, the value of the Shares expressed in US dollars will increase. On the other hand, if the value of the Euro weakens relative to US dollars, the value of the Shares expressed in US dollars will decrease.

Matching Contribution

If you decide to participate to the Plan, you will benefit from a financial contribution to participating employees from the Exosens Group (the "**Matching Contribution**") in the form of a right to acquire additional Shares. The Matching Contribution ratio is expressed in EUR on the following basis:

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

i.e. a total maximum Matching Contribution of the equivalent in US dollars of 1,240 euros based upon the exchange rate determined on September 15, 2025.

The Shares representing the Matching Contribution will be delivered to you at the end of the applicable Lock-Up Period (as defined below) and will not be subject to another lock-up period.

The delivery of the Shares representing the Matching Contribution will not be subject to a continued employment condition until the end of the Lock-Up Period (as defined below), which means that in case of departure from the Exosens Group (or any other applicable early exit cases, and release by the employee of all or part of his/her investment), the Shares representing the Matching Contribution will still be delivered to the employee, but only on the end date of the Lock-up Period.

Prior to the settlement-delivery of the Shares representing the Matching Contribution, you will not own the corresponding Shares, and consequently will have no right to any dividends paid in respect of those 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 to those 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, Uptevia, to arrange the sale of all or part of the Shares representing the Matching Contribution, in order for Exosens to satisfy its tax and social security withholding obligations. This is particularly true for a participant who has left the Exosens Group on the date of delivery of the Shares representing the Matching Contribution and for whom 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 Shares must be made:

- by payroll deduction in 6 semi-monthly installments, with the first deduction made around the end of October 2025 and the last deduction made around mid-January 2026. The maximum amount possible will be taken from each payroll period;
- **or, only if you are an employee of Photonis Scientific Inc.:** by wire transfer, in one instalment to be made between October 17, 2025 and October 31, 2025. You must ensure that there are sufficient funds in your bank account to cover your investment to be transferred to the indicated bank account. Any failure in your bank transfer may jeopardize your ability to participate in the Plan.

Please note that if you are an employee of Photonis Defense Inc., you can only pay by payroll deduction. If you are an employee of Photonis Scientific Inc., you can choose between payroll deduction or wire transfer as your payment method.

Minimum and Maximum Subscription

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

As for the maximum subscription under 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 2024 (as determined by your employer).

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 subscription requests exceed the maximum number of Shares reserved for eligible employees under 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 Shares is November 13, 2025.

Custody of your Shares, voting rights, dividends

Your Shares will be listed on Euronext Paris, and will be held in your name in a securities account opened with the account holder and custodian, Uptevia.

You will be entitled to directly exercise the voting rights attached to your Shares and any dividends paid by Exosens will be directly paid to you.

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.

Nevertheless you may be able to request early sale of the Shares and exit from the Plan before the end of the lock-up period if an early exit case applies, as described below:

- 1) your marriage or entry into a civil partnership;
- 2) the birth or adoption of a child if you are already financially responsible for at least two children;
- 3) your divorce or any other judicial recognition of your separation or termination of a civil partnership, provided you retain custody of at least one child;
- 4) domestic violence committed against you by your spouse, partner, or civil partner, or your former spouse, former partner, or former civil partner;
- 5) your disability or the disability of your children, spouse, or civil partner;
- 6) your death or the death of your spouse or civil partner;
- 7) the termination of your employment contract;

- 8) using the investment towards the creation or takeover of a business by you or your child, spouse or civil partner;
- 9) using the investment for the acquisition or extension of your main residence;
- 10) your indebtedness (e.g. bankruptcy);
- 11) energy renovation of the main residence;
- 12) caregiving activity carried out you, or your spouse or civil partnership partner;
- 13) purchase of a vehicle (car, van, 2 or 3-wheels motor vehicle, or motor quadricycle, pedal-assisted cycle), that uses electricity, hydrogen or a combination of the two as the exclusive energy source.

Securities Law Requirements

This document and the invitation to participate in the Plan made herein are addressed only to employees of the Exosens Group who are eligible to participate in the Plan.

The Plan is therefore designed to fall within Article 1.4(i) of Regulation (EU) 2017/1129 (the “**EU Prospectus Regulation**”) which, provides for an exemption from producing a prospectus for employee offers (i.e. 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 documents for the purposes of Article 1.4(i) of the EU Prospectus Regulation.

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

Securities Law Disclaimer

Neither this Local Supplement, nor the Information Brochure, nor any other material connected with the Plan, constitute a prospectus within the meaning of the EU Prospectus Regulation and do not constitute an offer to the public in the European Economic Area within the meaning of the EU Prospectus Regulation.

U.S. Securities Law Notices

The Shares being offered through the Plan will not be registered under the U.S. Securities Act of 1933 (the “Securities Act”) or under any state securities laws, and neither the United States Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or otherwise reviewed the adequacy or accuracy of any of the documents delivered to employees in connection with the employee offer. Any representation to the contrary is a criminal offence. The Plan is intended to constitute a “compensatory benefit plan” within the meaning of Rule 701(c)(2) under the Securities Act, and Exosens will be relying on the exemption from registration under the Securities Act provided by such Rule 701. This Local Supplement for the United States, together with the Plan, the Information Brochure, and the Subscription Form, collectively constitute the plan document for purposes of Rule 701.

Exosens will not be obligated to sell or deliver any Shares under the Plan offering unless and until Exosens is satisfied that the sale or delivery complies with all applicable laws and regulations, including the requirements for exemption from registration under the U.S. Securities Act of 1933. Exosens may also implement such provisions as it deems appropriate for withholding or payment of taxes that Exosens determines may be required to be withheld or paid in connection with any investment, and, if Exosens is unable to implement any such provisions, it will not be obligated to issue any Shares.

Because the Shares have not been registered under the U.S. securities laws and are not traded in any U.S. trading market, they are subject to restrictions on resale in the United States. In general, even after the three-year Lock-In Period has expired, you will be prohibited from selling or transferring Shares that you acquire under the Plan in the United States, unless there is an available exemption from registration or Exosens files a registration statement under the Securities Act. Furthermore, even if applicable securities laws permitted you to sell your Shares in the United States, it could be difficult to do so, as there is currently no market in the U.S. for the resale of the Shares and Exosens does not anticipate taking any actions to facilitate the development of such a market in the foreseeable future. However, you generally may sell the Shares that you acquire under the Plan on the Euronext Paris S.A. Stock Exchange in France pursuant to Regulation S of the Securities Act. Should you choose to sell your Shares, you must do so through the custodian, who will sell them pursuant to normal procedures for the sale of securities on the Euronext Paris S.A. Stock Exchange.

Employment Law Disclaimer

Please note that this Plan is implemented by the company Exosens, not by your local employer.

The decision whether or not to include a class of employees in this or any future plan, is made by Exosens at its sole discretion.

The Plan does not form part of your employment agreement and does not amend or supplement such agreement.

Benefits or payments that you may receive or be eligible for under the Plan will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to you (including the calculation of the pensionable salary and in cases of termination of employment).

ERISA

The Plan is not subject to any provisions of the Employee Retirement Income Act of 1974, as amended (commonly known as "ERISA").

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Tax Information for Employees in the United States

*This summary sets out general principles in effect at the time of the Plan, that are expected to apply to employees who are and who shall remain, until the disposal of their investment (i) resident in the US for the purposes of the tax laws of the US and of the Convention concluded between France and the United States for the avoidance of double taxation (the "**Treaty**") and (ii) entitled to the benefits of the Treaty. The tax consequences listed below are described in accordance with US tax laws and practices, certain French tax laws and practices and the Treaty, all of which are applicable at the time of the Plan. These principles and laws may change over time and could change retroactively.*

The tax treatment that applies to you may be different from the regime described in this summary depending on your personal situation, and in particular if you are internationally mobile. This summary is given for informational purposes only and should not be relied upon as being either complete or conclusive. It does not include, for example, a discussion of state income and local income taxes which might apply to you.

For definitive advice, employees should consult their own tax advisors regarding the tax consequences of participation to the Plan.

UPON SUBSCRIPTION

I. Will I be required to pay any U.S. federal income tax or FICA taxes (Social Security taxes and Medicare taxes) at the moment of subscription on the Discount and on the Matching Contribution?

i. Tax or social security contributions on the Discount

Yes. The share price discount will be subject to payroll tax (U.S. federal income, Social Security and Medicare taxes under the Federal Insurance Contributions Act ("**FICA**"), and any applicable state and local tax). For these purposes, you will recognize ordinary income in the amount of, and be taxed on, the difference, in U.S. dollars, between (i) the fair market value of the Shares purchased with your personal contribution, and (ii) your actual purchase price for the Shares (the subscription price). Your purchase price will be the amount in dollars that you actually pay for the Shares. Any difference between the exchange rate used to determine the purchase price and the actual exchange rate on the day of purchase will cause an increase or decrease in the taxable amount depending on the direction of the change in the exchange rate.

Wages are subject to federal income tax up to a maximum marginal rate (37% in 2025). The discount will also be subject to FICA tax consisting of Medicare tax (at the rate of 1.45% in 2025) and Social Security tax (at the rate of 6.2% on the first \$176,100 of compensation in 2025 and subject to annual adjustment). An additional 0.9% Medicare tax is also due on income in excess of \$200,000. State and local taxes may also apply, depending on your state of residence.

ii. Tax or social security contributions on the Matching Contribution

Yes. The Matching Contribution will be subject to payroll tax at the time of delivery of the Shares representing the Matching Contribution, not at the time of subscription.

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

Yes, your employer will impute income on payment advances that exceed \$10,000. The amount of income in the case of an interest-free advance payment will be based on the “applicable federal rate,” i.e., the minimum interest that must be charged by an employer to avoid an employee having imputed income on an interest free loan. The applicable federal rate is determined by the IRS monthly.

DURING THE LIFE OF THE PLAN

II. Will I be required to pay any tax or social security contributions on dividends?

Any dividends distributed by Exosens will be directly distributed to you.

i. Tax or social security contributions in France

Under French domestic law, dividends distributed by a French issuer to natural persons who are not French tax residents are generally subject to a French withholding tax at the rate of 12.8%.

ii. Tax or social security contributions in the US

For U.S. federal income tax purposes, the gross amount of any dividend paid on the Shares, including any French withholding tax, will be included in your gross income as dividend income in the year the payment is received. The amount of any dividend paid in euros, including any French taxes withheld, will be equal to the U.S. dollar value of the euro amount calculated by reference to the spot rate in effect on the date the dividend is included in income. Please note that the calculation will be made with respect to the U.S. dollar equivalent regardless of whether you actually convert the euros into U.S. dollars.

Subject to certain conditions and limitations, you may claim the French withholding tax that was collected on any dividends paid to you as a credit against your U.S. federal income tax liability, or alternatively as a deduction. You should consult your own tax advisor in this regard.

“Qualified dividend” income is taxed in the U.S. at a maximum rate of 20%. Non-qualified dividends are taxed at ordinary income tax rates. Dividends paid by Exosens are eligible for “qualified dividends” treatment depending on the length of time that you have held the Shares on which dividends are paid. Dividend income may also be subject to a 3.8% Medicare tax that is imposed on net investment income if your modified adjusted growth income is higher than a threshold amount (\$200,000 for single or head of household, \$250,000 for married couples filing jointly and \$125,000 for married couples filing separately).

AT THE END OF THE LOCK-UP PERIOD/UPON SALE

III. Will I be required to pay any tax or social security contributions on the Shares representing the Matching Contribution when they are delivered at the end of the lock-up period?

Yes. You will recognize income in the amount of, and be taxed on, the fair market value of the Shares purchased with the Matching Contribution when they are allocated to your account.

Income recognized by you in connection with the acquisition of the Shares will be subject to withholding of payroll tax. U.S. federal income taxes will be withheld at the supplemental wage-withholding rate (for 2025, 22% for annual supplemental wage payments equal to or less than \$1 million and 37% for annual supplemental wage payments in excess thereof). If the total amount of the payroll tax withholding due

in connection with the acquisition of the Shares is equal to or less than \$3,000 withholding will be applied to your pay, net of all other applicable withholding, for the pay period ending on or after the date the Shares are transferred to your account. If the total amount of payroll tax withholding due in connection with the acquisition of the Shares is greater than \$3,000, you must satisfy the total withholding amount by making a lump sum payment to your employer by check or electronic payment. Your actual tax obligation will be communicated shortly after you acquire the Shares.

The federal income tax rates, the Social Security tax rate, and the Medicare tax rate for wages described above will apply. The additional 0.9% Medicare tax is also due on income in excess of \$200,000. State and local taxes may also apply, depending on your state of residence.

Tax rates are subject to change in the future. We encourage you to consult your own tax advisor for questions concerning the application of any state, local and federal taxes on your purchased Shares.

IV. 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 sell my Shares?

i. Tax or social security contributions in France

You will not be subject to income taxes in France on the gain if any are realized on the sale of your Shares.

ii. Tax or social security contributions in the US

When you sell Shares you acquire under Exoshare the amount realized by you, less your basis in the Shares (the amount you paid for the Shares plus the amount included in your income when you acquired the Shares), will be taxable to you as a capital gain or a capital loss. The gain or loss will be long-term or short-term, depending on how long you have held the Shares. If you have held the Shares for more than one year, then you will have long-term capital gain or loss, currently taxed at a maximum federal rate of 20%. If you have held the Shares for one year or less, then you will have short-term capital gain or loss, taxed at ordinary income tax rates. Ordinary income is subject to federal income tax up to a maximum marginal rate (37% in 2025).

Capital gains may also be subject to a 3.8% Medicare tax that is imposed on net investment income if your modified adjusted growth income is higher than a threshold amount (\$200,000 for single or head of household, \$250,000 for married couples filing jointly and \$125,000 for married couples filing separately).

REPORTING OBLIGATIONS

V. What are my reporting obligations with respect to the subscription, holding and sale of the Shares as well as the payment of dividends, as applicable?

Dividend payments and proceeds from the sale or disposal of Shares may be subject to information reporting to the U.S. Internal Revenue Service (the "IRS"). U.S. federal back up withholding is a withholding tax imposed at a current rate of 24% on specified payments to persons who fail to furnish required information. Back up withholding will not apply to a holder of Shares who furnishes a correct taxpayer identification number (generally on a properly completed and duly executed IRS Form W-9), certifies as to no loss of exemption from back up withholding and otherwise complies with applicable requirements of the back-up withholding rules.

Back-up withholding is not an additional tax. Amounts withheld as back up withholding may be credited against your U.S. federal income tax liability. You may obtain a refund of any excess amounts withheld under the back-up withholding rules by timely filing the appropriate claim for refund with the IRS and furnishing any required information.

In any year in which you recognize income in respect of your Shares, receive a dividend payment, and/or sell any of your Shares, you should report the income recognized, dividend payment, and/or capital gain (or capital loss) on your annual federal income tax return and any applicable state or local tax forms.

FBAR and FATCA Reporting

U.S. employees are required to electronically file a FinCEN Form 114, Report of Foreign Bank and Financial Authority (an "FBAR Report"), with the Department of the Treasury if (i) the U.S. employee has a financial interest in, signature authority, or other authority over one or more accounts in a foreign country, and (ii) the aggregate value of all foreign financial accounts exceeds \$10,000 at any time during the calendar year. You will need to take into account the value of the Shares you acquire under the Plan and held in your name by Uptevia in determining whether you have exceeded the \$10,000 threshold and are required to file an FBAR Report.

In addition, U.S. employees may be required by the Foreign Account Tax Compliance Act ("FATCA") to file Internal Revenue Service Form 8938 ("Form 8938") with respect to "specified foreign financial assets," including Matching Contribution Shares, if total foreign financial assets held outside of the United States exceed a threshold that, depending on individual circumstances, can be as low as \$50,000.

Filing an FBAR Report and/or FATCA reporting (Form 8938 reporting is your responsibility. We encourage you to familiarize yourself with FBAR Report and Form 8938 filing requirements so that you can determine if they apply to you.

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