

**REGULATIONS OF THE “VERALLIA RELAIS 2026” FONDS COMMUN DE PLACEMENT  
D’ENTREPRISE (COMPANY MUTUAL FUND)**

**The subscription of units in a mutual fund implies acceptance of its regulations.**

Pursuant to the provisions of Articles L. 214 24 35 and L. 214 165 of the French Monetary and Financial Code, on the initiative of Management Company:

**AMUNDI ASSET MANAGEMENT**

*Société par actions simplifiée* (SAS or simplified joint stock company under French law) with a capital of €1,143,615,555

Entered in 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 individualised group Fonds Commun de Placement d’Entreprise has been set up, hereinafter referred to as the “Fund” or the “FCPE,” for the purposes of implementing

- the VERALLIA Group Savings Plan (Plan d’Épargne Groupe) established on 28 April 2016 (“PEG”) and
- the VERALLIA International Group Savings Plan (Plan d’Épargne Groupe International) established on 28 April 2016 (“PEGI”), as amended by addenda,

in accordance with the provisions of Book III of Part Three of the French Labour Code.

Group: VERALLIA

Registered office: Tour Carpe Diem – 31 Place des Corolles – Esplanade Nord – 92400 Courbevoie

Business sector: Manufacture of hollow glass

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

Issuing company of the securities (as defined below): Verallia SA (“VERALLIA”)

Registered office: Tour Carpe Diem – 31 Place des Corolles – Esplanade Nord – 92400 Courbevoie, France

Only employees, corporate officers, and eligible retired former employees (for the PEG only with respect to the latter) of VERALLIA or of a company affiliated with it within the meaning of the second paragraph of Article L. 3344-1 of the French Labour Code may participate in this Fund.

Units of this Fund may not be offered or sold, directly or indirectly, in the United States of America (including its territories and possessions), to or for the benefit of a “U.S. Person,” as defined by U.S. regulations.

By subscribing, persons wishing to acquire units in this Fund certify that they are not “U.S. Persons.” Any unitholder must immediately inform the Management Company if they subsequently become a “U.S. Person.”

The Management Company may impose restrictions on: (i) the holding of units by a “U.S. Person,” including, in particular, carrying out a mandatory redemption of the units held; or (ii) the transfer of units to a “U.S. Person.”

This authority also extends to any person who: (a) appears to be directly or indirectly in breach of the laws or regulations of any country or governmental authority; or (b) could, in the opinion of the Management Company, cause harm to the Fund that it would not otherwise have suffered or incurred.

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<sup>1</sup>Such a definition of “U.S. Person” is available on the Management Company’s website: [www.amundi.com](http://www.amundi.com).

Warning

These regulations are governed by French law. The Fund is an employee investment fund (fonds commun de placement d'entreprise) established under French law.

The assets of the Fund are deposited with a credit institution governed by French law (CACEIS Bank) and are managed by a management company governed by French law (Amundi Asset Management).

Depending on your tax regime, any capital gains and income arising from holding units in the Fund may be subject to taxation.

**PREAMBLE**

This Fund is a bridge fund, created in connection with a capital increase reserved for members of the VERALLIA Group Savings Plan (Plan d'Épargne de Groupe – PEG) or the VERALLIA International Group Savings Plan (Plan d'Épargne Groupe International – PEGI), as authorized by the Combined General Meeting of VERALLIA held on 25 April 2025 (26th and 27th resolutions).

It is planned that the capital increase will be carried out on 18/06/2026, based on subscriptions collected during the subscription period scheduled from 05/05/2026 to 18/05/2026 inclusive. Subscriptions become irrevocable upon expiry of the subscription period.

By decision dated 04/05/2026, the Chief Executive Officer of VERALLIA, acting pursuant to a delegation from the Board of Directors, will set the subscription price.

This price corresponds to the average of the opening prices of VERALLIA shares on Euronext Paris from 01/04/2026 to 30/04/2026 inclusive, reduced by a 5% discount.

The subscription price will be announced on 04/05/2026.

The specific provisions applicable to subscriptions made as part of this transaction, as well as the procedures for reducing subscription requests in the event of oversubscription, are set out in Article 13, "SUBSCRIPTION," of these regulations.

## **TITLE I IDENTIFICATION**

### **ARTICLE 1 - NAME**

The Fund is named “VERALLIA RELAIS 2026.”

### **ARTICLE 2 - PURPOSE**

The purpose of the Fund is to build a portfolio of financial instruments in accordance with the investment policy defined in Article 3 below. To this end, the Fund may receive only amounts that are:

- allocated to the employees of the Company under the employee profit sharing scheme;
- paid under the Group Savings Plan (Plan d'Épargne de Groupe – PEG), including incentive bonuses (intéressement);
- paid under the International Group Savings Plan (Plan d'Épargne Groupe International – PEGI).

The Fund will invest more than one third of its assets 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 (Article L. 214 165 of the French Monetary and Financial Code).

Payments will be made as part of the transaction described in the Preamble.

### **ARTICLE 3 – INVESTMENT POLICY**

The Fund is intended to be invested in VERALLIA shares as part of the capital increase reserved for members of the Group Savings Plan (Plan d'Épargne de Groupe – PEG) and the International Group Savings Plan (Plan d'Épargne Groupe International – PEGI) of the companies within the VERALLIA Group.

Prior to the subscription date of the capital increase, the Fund complies with the asset composition rules applicable to funds governed by Article L. 214-164 of the French Monetary and Financial Code.

Given the planned timetable of the transaction and the period between the close of the subscription period and the settlement and delivery of the transaction, amounts other than profit-sharing and incentive bonuses may be invested directly in VERALLIA shares.

From the completion of the capital increase, the Fund will be classified in the category “FCPE invested in listed company securities” and will comply with the asset composition rules applicable to funds governed by Article L. 214-165 of the French Monetary and Financial Code.

The Fund is intended to be merged, by decision of the Fund’s Supervisory Board and subject to the approval of the Autorité des marchés financiers (AMF), as soon as possible after the capital increase, into the “VERALLIA” FCPE, which falls under the category “FCPE invested in listed company securities.”

The integration of sustainability factors into the investment process (environmental, social and employee-related matters; respect for human rights; the fight against corruption and acts of corruption) is not considered relevant insofar as the Fund is invested on a temporary basis in prudent assets and subsequently in listed company securities.

The Management Company does not take into account the adverse impacts of investment decisions on sustainability factors due to the Fund’s investment policy, as it is classified in the category “FCPE invested in listed company securities.”

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

#### **A. Until the capital increase date**

##### **Management objective and investment strategy**

The Fund is governed by the provisions of Article L.214-164 of the French Monetary and Financial Code.

Prior to investment in VERALLIA shares, the amounts received will be invested in accordance with a prudent investment approach.

### **Risk profile**

- Risk of capital loss: Investors are informed that their capital is not guaranteed and may therefore not be fully repaid.
- Interest rate risk: This is the risk of a decline in the value of fixed-income instruments resulting from changes in interest rates. It is measured by sensitivity. During periods of rising interest rates (in the case of positive sensitivity) or falling interest rates (in the case of negative sensitivity), the net asset value may decrease significantly.
- Credit risk: This is the risk of a decline in the value of securities issued by a private issuer or of a default by that issuer. Depending on the direction of the Fund's transactions, a decrease (in the case of purchases) or an increase (in the case of sales) in the value of the debt securities to which the Fund is exposed may lead to a decrease in the net asset value.
- Sustainability risk: This is the risk related to an environmental, social, or governance event or situation which, if it were to occur, could have a significant negative actual or potential impact on the value of the investment.

### **Fund composition :**

The Fund will be invested in monetary products through Undertakings for Collective Investment in Transferable Securities (UCITS) and/or general-purpose investment funds (FIVG).

The Fund may invest up to 100% of its assets in units or shares of these collective investment undertakings and, for any remaining balance, in cash.

### **B. From the completion of the capital increase**

#### **Warning**

**Given the concentration of risks in the portfolio of this FCPE on the securities of a single company, subscribers should assess the need to diversify the risks of their overall financial savings.**

The Fund is classified in the category "FCPE invested in listed company securities." It complies with the asset composition rules applicable to funds governed by Article L.214-165 of the French Monetary and Financial Code.

### **Management objective and investment strategy**

The Fund's management objective is to track, both upward and downward, the performance of VERALLIA shares by investing at least 95% of its assets in shares of VERALLIA, with the Fund being intended to be invested 100% in such shares.

The Fund may hold, up to a maximum of 5% of its assets, monetary UCITS and/or FIVG and/or cash.

The Fund is exposed to a sustainability risk, linked to the listed company securities in which it invests, as defined in the risk profile.

### **Risk profile :**

- Risk of capital loss: Investors are informed that their capital is not guaranteed and may therefore not be fully repaid.
- Specific equity risk: As VERALLIA shares make up almost the entire portfolio, if the share price of VERALLIA falls, the net asset value of the Fund will experience a comparable decline.
- Interest rate risk: This is the risk of a decline in fixed-income instruments resulting from changes in interest rates. It is measured by sensitivity. During periods of rising interest rates (in the case of positive sensitivity) or falling interest rates (in the case of negative sensitivity), the net asset value may decrease significantly.
- Liquidity risk: The Fund may be exposed to trading difficulties or a temporary inability to trade certain securities in which the Fund invests or securities received as collateral.
- Sustainability risk: This is the risk related to an environmental, social, or governance event or situation which, if it were to occur, could have a significant negative actual or potential impact on the value of the investment.

### **Fund composition**

The Fund will be invested:

- at a minimum of 95% of its net assets in listed shares of VERALLIA;
- and for the remaining portion, in units or shares of monetary UCITS and/or FIVG and/or cash.

### **Instruments used**

The instruments that may be used are as follows:

- Shares of VERALLIA
- Units or shares of monetary UCITS and/or general-purpose investment funds (FIVG)
- Deposits
- The following derogatory assets referred to in Article R.214-32-19 of the French Monetary and Financial Code, up to a limit of 10% of the Fund’s assets:
- Units or shares of the following French funds:
  - Units or shares of feeder UCITS or feeder general-purpose investment funds (FIVG) as referred to in Articles L.214-22 and L.214-24-57 of the French Monetary and Financial Code;
  - Units or shares of UCITS, FIVG, private equity funds, alternative fund-of-funds, and FPVG that invest more than 10% in shares or units of collective investment schemes or investment funds

In accordance with the provisions of Article 318-14 of the General Regulation of the Autorité des marchés financiers, subscribers are informed that the Fund may invest in collective investment undertakings (OPC) managed by the Management Company or by a company affiliated with it.

The Management Company may, on behalf of the Fund, borrow cash up to a limit of 10% of the Fund’s assets, solely for purposes consistent with the objective and investment policy of the Fund. The Fund’s portfolio may not be pledged as collateral to secure such borrowing.

### **Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (hereinafter the “Disclosure Regulation”)**

As a financial market participant, the Fund’s Management Company is subject to the Disclosure Regulation, which establishes harmonized rules for financial market participants regarding transparency with respect to the integration of sustainability risks (Article 6), the consideration of principal adverse impacts on sustainability factors, the promotion of environmental or social characteristics in the investment process (Article 8), or sustainable investment objectives (Article 9).

A sustainability risk is defined as an environmental, social, or governance event or condition which, if it were to occur, could have a significant negative actual or potential impact on the value of the investment.

A sustainable investment is an investment in an economic activity that contributes to an environmental objective, measured for example by key resource-efficiency indicators relating to the use of energy, renewable energy, raw materials, water and land, waste production and greenhouse gas emissions, or impacts 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 combating inequalities or that promotes social cohesion, social integration, and labor relations, or an investment in human capital or economically or socially disadvantaged communities, provided that such investments do not cause significant harm to any of these objectives and that the investee companies follow good governance practices, particularly with respect to sound management structures, employee relations, remuneration of staff, and compliance with tax obligations.

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

Under the Taxonomy Regulation, environmentally sustainable investments are investments in one or more economic activities that may be considered environmentally sustainable within the meaning of this Regulation. In order to determine the level of environmental sustainability of an investment, an economic activity is regarded as environmentally sustainable where it contributes substantially to one or more of the environmental objectives defined in the Taxonomy Regulation, does not significantly harm any of the environmental objectives set out in that Regulation, is carried out in compliance with the minimum safeguards established by the Regulation, and meets 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 on how ESG criteria are taken into account by the Management Company is available on the Management Company's website ([www.amundi.com](http://www.amundi.com)) and in the Fund's annual report.

The information set out in the "investment policy" section of the Fund regulations satisfies the disclosure obligation arising from Article 318-47 of the General Regulation of the Autorité des marchés financiers (AMF).

This disclosure does not in any way prejudice the other risk management methods and measures that must be implemented by the Management Company (in accordance with Articles 318-38 to 318-41 of the AMF General Regulation and Articles 38 to 45 of Commission Delegated Regulation (EU) No. 231/2013 of 19 December 2012).

The availability of an up-to-date version of the prospectus on the ROSA database fulfills the obligation to transmit this information annually to the AMF, as provided for in Article 318-47 of the AMF General Regulation.

**Method for calculating the global risk ratio**

This fund is not concerned.

**Information concerning the Fund**

The latest annual report is available from the Management Company:

Amundi Asset Management  
Employee Savings and Retirement Client Service  
91-93 Boulevard Pasteur  
75015 Paris, France

The Fund's net asset value is available upon request from the Management Company and on the website: [www.amundi-ee.com](http://www.amundi-ee.com)

Past performance data are available in the saver area at: [www.amundi-ee.com](http://www.amundi-ee.com)

**ARTICLE 4 - TERM OF THE FUND**

The Fund is established for an indefinite duration.

This Fund is intended to be merged into the employee share ownership fund named "VERALLIA," subject to approval by the Fund's Supervisory Board and authorization by the Autorité des marchés financiers (AMF).

## **TITLE II THE FUND'S KEY PARTICIPANTS**

### **ARTICLE 5 - THE FUND'S KEY PARTICIPANTS**

The management of the Fund is carried out by the Management Company in accordance with the investment policy defined for the Fund.

Subject to the powers vested in the Supervisory Board, the Management Company acts exclusively in the interest of the unitholders and represents them vis-à-vis third parties in all matters relating to the Fund.

Authorized by the Autorité des marchés financiers (AMF) under approval number GP04000036 and as an alternative investment fund manager under Directive 2011/61/EU, the Management Company holds own funds, in excess of regulatory capital requirements, enabling it to cover potential risks arising from its professional liability in connection with the management of the FCPE. Moreover, Amundi and its subsidiaries, including Amundi Asset Management, are covered for their professional liability in the course of their banking, financial, and related activities by the global Professional Civil Liability insurance program taken out by Crédit Agricole SA, acting both on its own behalf and on behalf of its French and foreign subsidiaries.

The Management Company has delegated the accounting management to CACEIS Fund Administration, 89-91 rue Gabriel Péri, 92120 Montrouge. The principal activity of the accounting services delegate, both in France and abroad, consists of providing services contributing to the management of financial assets, in particular valuation and administrative and accounting management of financial portfolios.

The Management Company has delegated the issuer account-keeping function to the Depositary.

The Management Company has not identified any conflict of interest likely to arise from these delegations.

### **ARTICLE 6 - THE DEPOSITARY**

The Depositary is CACEIS Bank.

The Depositary performs the duties incumbent upon it under the applicable laws and regulations, as well as those contractually entrusted to it by the Management Company. In particular, it must ensure that the decisions of the Management Company are compliant. Where appropriate, it must take any protective measures it deems useful. In the event of a dispute with the Management Company, it shall inform the Autorité des marchés financiers (AMF).

By delegation from the Management Company, the Depositary carries out the issuer account-keeping for the Fund.

### **ARTICLE 7 - THE UNIT ACCOUNT KEEPER AND CUSTODIAN OF THE FUND**

The unit account keeper and custodian is responsible for maintaining custody and account records for the Fund units held by the unitholder.

It is approved by the Autorité de contrôle prudentiel et de résolution (ACPR), following consultation with the Autorité des marchés financiers (AMF).

It receives instructions for the subscription and redemption of units, processes these instructions, and initiates the corresponding payments or settlements.

### **ARTICLE 8 - THE SUPERVISORY BOARD**

#### **1 - Composition**

The Fund has the same Supervisory Board as the "VERALLIA" FCPE.

Accordingly, the representatives of the unitholders on the Supervisory Board of the Fund are the same as those on the Supervisory Board of the "VERALLIA" FCPE. In order to act as a representative of the unitholders of both funds, each member must hold units in both funds.

As a result, any change relating to the composition or operating procedures of the Supervisory Board of the "VERALLIA" FCPE shall automatically apply to the Supervisory Board of the Fund.

The Supervisory Board, established pursuant to Article L.214-165 of the French Monetary and Financial Code

under the conditions provided for in the second paragraph of Article L.214-164, is composed as follows:

- Five employee unitholders, representing employee and former employee unitholders of the Group, elected directly by the unitholders from among all employee unitholders, based on the number of units held by each unitholder.
- And five members representing the Group, appointed by the Company's Management.

However, if an employee member (elected) who is a unitholder of the "VERALLIA" FCPE does not participate in the 2026 offering, that member shall be replaced by their alternate, elected under the same conditions and holding units in the "VERALLIA RELAIS 2026" FCPE.

In all cases, the Supervisory Board shall be composed of at least half employee members who are unitholders, representing employee and former employee unitholders of each company or group.

Each member may be replaced by an alternate, elected (for unitholder representatives) or appointed (for Group representatives) under the same conditions.

The term of office is set at six financial years. The term effectively expires after the meeting of the Supervisory Board that approves the accounts for the final financial year of the term. In the event of a public takeover bid, exchange offer, or contribution of the Company's securities in progress, the term is automatically extended until completion of the offer.

The term is renewable by tacit renewal, except in the case of an election. Members may be re-elected.

Any vacant position shall be filled in accordance with the appointment procedures described above. This must be done 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 unitholders ceases to be an employee of the Company, they shall step down from their duties on the Supervisory Board.

## **2 - Missions**

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

In accordance with the provisions of Article L.214-165, II of the French Monetary and Financial Code, the Supervisory Board exercises the voting rights attached to the securities of the Company, or of any company affiliated with it within the meaning of Article L.3344-1 of the French Labour Code, and decides on the tendering of securities in the event of a takeover or exchange offer.

For this purpose, it appoints one or more representatives to represent the Fund at the general meetings of the issuing companies.

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

The Supervisory Board decides on the mergers, demergers, and liquidation of the Fund. Without prejudice to the powers of the Management Company and those of the liquidator, the Supervisory Board may take legal action to defend or assert the rights or interests of the unitholders.

The information communicated to the Social and Economic Committee pursuant to the provisions of Article L.214-165, II of the French Monetary and Financial Code and the relevant articles of the French Labour Code is transmitted to the Supervisory Board.

All amendments to the Fund regulations are subject to the prior approval of the Supervisory Board, except for those required by changes in legal or regulatory provisions, which shall be made at the initiative of the Management Company. The Supervisory Board shall be informed of such amendments.

## **3 - Quorum**

At the first meeting, the Supervisory Board may validly deliberate only if at least half of its members are present or represented, and if at least two members, including at least one representative of the unitholders, are present.

If the quorum is not reached at the first meeting, a second meeting shall be convened by registered letter with acknowledgment of receipt. This notice may be sent by registered electronic delivery meeting the conditions set out in Article L.100 of the French Postal and Electronic Communications Code (referred to as “registered electronic delivery”), provided that the Supervisory Board member to whom the notice is addressed has been offered the choice between receiving the notice by registered letter with acknowledgment of receipt or by registered electronic delivery and has expressly opted for the latter. The notice may also be sent by delivery verified by a judicial officer (commissaire de justice).

At the second meeting, the Supervisory Board may validly deliberate with the members present or represented, provided that at least two members, including at least one representative of the unitholders, are present.

If, after a second meeting, the Supervisory Board still cannot be convened, the Management Company shall draw up a report of non-constitution. A new Supervisory Board may then be formed at the initiative of the Company, at least one unitholder, or the Management Company, in accordance with the provisions of these regulations.

If these provisions cannot be applied, the Management Company, in agreement with the Depositary, reserves the right to transfer the Fund’s assets to a “multi-company” fund.

For the purposes of calculating the quorum and the majority, Supervisory Board members who participate in the meeting by videoconference, audioconference, or any other telecommunications means enabling their identification and ensuring their effective participation shall be deemed present.

#### **4 - Decisions**

At the first meeting, convened by the Management Company by any means, the Supervisory Board elects from among the employee representatives of the unitholders a Chairperson (Vice-Chairperson, Secretary, etc.) for a term of one year. The Chairperson is eligible for re-election or renewal by tacit renewal.

The Supervisory Board may be convened at any time during the year, either at the initiative of its Chairperson, at the request of at least two-thirds of its members, or at the initiative of the Management Company or the Depositary.

Decisions are taken by a majority of the members present or represented. In the event of a tie, the resolution is deemed to have been rejected.

By way of exception, decisions relating to a change of management company and/or depositary are taken by a three-quarters ( $\frac{3}{4}$ ) majority of the members constituting the Supervisory Board.

A representative of the Management Company attends the meetings of the Supervisory Board whenever possible. The Depositary may also attend the meetings of the Supervisory Board if it deems this necessary.

An attendance register signed by the members present is maintained. The deliberations of the Supervisory Board are recorded in minutes signed by the Chairperson of the meeting and at least one member present at the meeting. These minutes set out the composition of the Board, the quorum and majority rules, the members present, represented, or absent, and, for each resolution, the number of votes in favor and against, as well as the name and position of the signatories of the minutes. The minutes must be kept by the Chairperson of the Supervisory Board and by the Company, with a copy sent to the Management Company.

Separate minutes shall be drawn up in the name of each fund concerned by the meeting or by the decisions of the Supervisory Board.

In the event that the Chairperson is unable to attend, they are replaced either by a member appointed on a temporary basis to act as substitute or, failing this, by one of the members present at the meeting designated by their peers. The Chairperson may be replaced only by an employee unitholder representing the unitholders.

In the event of unavailability, each member of the Supervisory Board representing the unitholders may, in the absence of an alternate, be represented by the Chairperson of the Board or by any other member of the Supervisory Board, provided that such member is also a unitholder. Members representing the Company may be represented only by Company representatives. Powers of attorney must be attached to the attendance sheet and mentioned in the meeting minutes. Powers of attorney may be granted for one meeting only.

When the Supervisory Board of an FCPE subject to the provisions of Article L.214-165 or Article L.214-165-1 of the French Monetary and Financial Code is composed of at least half employee unitholders representing the

unitholders and Company representatives, the exercise of voting rights attached to the securities issued by the Company, after discussion in the presence of the Company's representatives, must take place in the absence of those representatives.

#### **ARTICLE 9 - STATUTORY AUDITOR**

The Statutory Auditor is Deloitte & Associés.

The Statutory Auditor is appointed for six financial years by the Board of Directors of the Management Company, subject to the approval of the Autorité des marchés financiers (AMF).

The Statutory Auditor certifies the regularity and fairness of the accounts.

The Statutory Auditor may be reappointed to their duties.

The Statutory Auditor is required to inform the Autorité des marchés financiers, as soon as possible, of any fact or decision concerning the collective investment undertaking of which they became aware in the course of their duties that is likely:

- to constitute a breach of the legislative or regulatory provisions applicable to that undertaking and likely to have significant effects on its financial position, results, or assets;
- to affect the conditions or continuity of its operations;
- to lead to the inclusion of qualifications or the refusal to certify the accounts.

Asset valuations and the determination of exchange ratios in transformation, merger, or demerger transactions are carried out under the supervision of the Statutory Auditor.

The Statutory Auditor assesses any contribution or redemption in kind under their responsibility.

They verify the accuracy of the composition of the assets and other elements prior to publication.

The fees of the Statutory Auditor are determined by mutual agreement between the auditor and the Board of Directors of the Management Company, based on a work program specifying the estimated procedures required.

The Statutory Auditor certifies the financial statements used as the basis for the distribution of interim payments.

### **TITIE III OPERATION AND COSTS OF THE FUND**

#### **ARTICLE 10 - UNITS**

The rights of the co-owners are expressed in Class C units (Capitalisation). Each unit represents the same fraction of the Fund's assets and may be divided into tenths, hundredths, thousandths, etc. Each unitholder holds a co-ownership right in the Fund's assets proportional to the number of units held.

The initial value of a unit at the time of the Fund's creation is EUR 10.00.

The Management Company guarantees equal treatment for all unitholders. Subscription and redemption procedures, as well as access to information about the Fund, are the same for all unitholders of the FCPE.

The provisions of these regulations governing the issuance and redemption of units also apply to fractions of units, whose value shall always be proportional to that of the unit they represent. All other provisions of the regulations relating to units apply to fractions of units without the need for specific mention, unless otherwise stated.

#### **ARTICLE 11 – NET ASSET VALUE**

The net asset value is the unit value of a Unit. It is calculated by dividing the net assets of the Fund by the number of units outstanding.

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

It is specified that on public holidays within the meaning of the French Labour Code and/or when the Paris Stock Exchange is closed, the net asset value is not calculated. Subscription and redemption transactions are processed using the net asset value of the first subsequent business day.

The net asset value is transmitted to the Autorité des marchés financiers (AMF) on the same day it is determined. It is made available to the Supervisory Board from the first business day following its determination and is posted at the premises of the Company and its establishments. At its request, the Supervisory Board may obtain communication of the calculated net asset values.

The securities and financial instruments referred to in Article 3 of these regulations and recorded in the Fund's assets are valued as follows:

- VERALLIA shares traded on a French (or foreign) regulated market are valued at market price. Valuation at the reference market price is carried out in accordance with the methods determined by the Management Company (opening price). These valuation methods are also detailed in the appendix to the annual financial statements.

However, securities whose price has not been observed on the valuation date or whose price has been adjusted are valued at their probable trading value, under the responsibility of the Management Company. These valuations and their justification are communicated to the Statutory Auditor during audits.

- Units or shares of UCITS, AIFs, or foreign investment funds are valued at the latest known net asset value on the valuation date.

#### **Swing pricing mechanism :**

Significant subscriptions and redemptions may impact the net asset value due to the cost of rebalancing the portfolio linked to investment and divestment transactions. These costs may arise from the spread between the transaction price and the valuation price, taxes, or brokerage fees.

In order to protect the interests of unitholders remaining in the FCPE, the Management Company may decide to apply a Swing Pricing mechanism with a trigger threshold to the FCPE.

Accordingly, when the net balance of subscriptions and redemptions for all units combined exceeds the predefined threshold in absolute value, an adjustment of the Net Asset Value (NAV) will be applied. As a result, the NAV will be adjusted upward (or respectively downward) if the net subscription/redemption balance is positive (or respectively negative). The objective is to limit the impact of such subscriptions and redemptions on the NAV of unitholders remaining in the Fund.

The trigger threshold is expressed as a percentage of the total assets of the FCPE.

The level of the trigger threshold and the adjustment factor applied to the net asset value are determined by the

Management Company and are reviewed at least on a quarterly basis.

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

In accordance with regulations, only the persons responsible for implementing this mechanism are aware of its detailed parameters, including the percentage of the trigger threshold.

#### **ARTICLE 12 - DISTRIBUTABLE AMOUNTS**

Income and net capital gains realized on the assets held by the Fund are automatically reinvested and will not give rise to the issuance of new units, whether at the same time as or subsequent to such reinvestment.

#### **ARTICLE 13 - SUBSCRIPTION**

Subscription requests as part of the capital increase scheduled for 18/06/2026 must be received between 05/05/2026 and 18/05/2026 inclusive. No subscriptions will be accepted after this date.

##### **Provisions applicable in the event of oversubscription to the 2026 employee share ownership transaction:**

If the total demand for subscriptions to Verallia shares as part of the employee share ownership transaction (including employer matching contributions) exceeds the number of shares offered, i.e. 845,635 shares, the largest requests (including employer matching contributions) will be reduced so that the total effective demand matches the number of shares offered.

Reductions will be applied as a priority to bank account debits, then to payments made from incentive bonuses (intéressement), and finally to payments made from profit-sharing (participation), including any employer matching contributions.

The reduction is calculated before the employee settles the allocated amount. The subscription payment therefore takes any applicable reduction into account.

Amounts arising from profit-sharing and incentive bonuses that cannot be allocated to the employee share ownership transaction due to a reduction in subscription requests will be allocated to the default fund specified in the company agreements and will remain locked in for five years within the PEG.

Amounts are paid into the Fund in a single payment, after any applicable reductions.

The unit account keeper-custodian, or where applicable the entity responsible for maintaining the Fund's issuer account, creates the number of units corresponding to each payment by dividing that payment by the issue price calculated on the valuation date of the unit immediately following such payment. The unit account keeper-custodian informs the Company or its delegated registrar of the number of units allocated to each unitholder based on a breakdown prepared by the Company. The Company or its delegated registrar then informs each unitholder of this allocation.

The FCPE may temporarily or permanently, partially or totally, cease issuing units, in accordance with the third paragraph of Article L.214-24-41 of the French Monetary and Financial Code, in objective situations leading to the closing of subscriptions, such as the reaching of a maximum number of units issued, a maximum level of assets, or the expiry of a defined subscription period. Activation of this mechanism will be notified to existing unitholders by any means, specifying its activation, the threshold, and the objective situation that led to the decision to partially or totally close subscriptions.

In the event of a partial closure, such notice will explicitly specify the conditions under which existing unitholders may continue to subscribe during the period of partial closure. Unitholders will also be informed by any means of the decision of the FCPE or the Management Company either to end the total or partial closure of subscriptions (when the trigger threshold is no longer met) or not to end it (in the event of a change in the threshold or in the objective situation that led to the implementation of this mechanism).

Any change to the objective situation relied upon or to the trigger threshold must always be made in the interest of the unitholders. The information provided by any means will specify the exact reasons for such changes.

**ARTICLE 14 - REDEMPTION**

1. Les Beneficiary unitholders or their heirs may request the redemption of all or part of their units, in accordance with the conditions set out in the Company’s savings plan.

Unitholders who have left the Group are informed by the Company of the availability of their units. Upon expiry of a one-year period from the date on which their rights become available—i.e., the effective date of leaving the Group—if they cannot be contacted at the last address provided, the units they hold may be automatically transferred to a money market fund.

2. Redemption requests, accompanied where applicable by supporting documentation, must be submitted—possibly via the Company or its delegated registrar—to the unit account keeper-custodian, so that they are received no later than the business day preceding the date on which the net asset value is calculated, and are executed in accordance with the following procedures:

3.

AVAILABLE ASSETS		
	Redemption request without a Floor Price (VCP) via the website, mobile application, or by post	Redemption request with a Floor Price (VCP) via the website or by post
<b>Net asset value used to execute the redemption order</b>	Business Day (J+1), opening NAV	Business Day (J+1), opening NAV
<b>Issue of the bank transfer or cheque</b>	From Business Day J+2, calculated from the execution NAV date	From Business Day J+2, calculated from the execution NAV date

UNAVAILABLE ASSETS			
Redemption request without a Floor Price (VCP)			Redemption request with a Floor Price (VCP), submitted online or by post
“Mixed” (request entered online, with supporting documents sent by post)	“Fully online” (request entered online with upload of the supporting documents)	By post	
Subject to the file being complete			
<b>Net asset value used to execute the redemption order</b>	Business Day J+1 (opening NAV) following validation of the file by the Unit Account Keeper-Custodian (TCCP)		Business Day J+1 (opening NAV) following validation of the file by the Unit Account Keeper-Custodian (TCCP)
<b>Issue of the bank transfer or cheque</b>	From Business Day J+2, calculated from the net asset value used to execute the order		From Business Day J+2, calculated from the net asset value used to execute the order

For the purposes of reading the tables above, “J” is defined as follows:

- for online redemptions of available assets, J refers to the day on which the subscriber enters and validates the order online up to 11:59 p.m. Paris time;
- for online redemptions of unavailable assets, J refers to the day on which the subscriber enters and validates the order online before 10:00 a.m. Paris time;
- for postal or mixed redemptions, J refers to the day the mail is received before 10:00 a.m. Paris time.

The net asset value is calculated and published on J.

If requests are not received within the time limits specified above, redemption requests are executed using the next net asset value.

Unitholders may set a Floor Price (VCP) for the VERALLIA share for the execution of their redemption request (conditional order). Redemption requests with a floor price will be executed based on the Net Asset Value corresponding to the first date on which the opening price of the VERALLIA share reaches or exceeds the floor price set by the unitholder.

Each redemption request with a floor price will be executed provided that the following conditions are met on the net asset value date:

- the opening price of the VERALLIA share is equal to or greater than the floor price set by the unitholder;
- market liquidity conditions allow the order to be executed.

The conditional redemption order is valid for a period of six months from the date the conditional redemption request is received by the Account Keeper. After this six-month period, the redemption request must be renewed in order to be executed.

The dividend detachment of the VERALLIA share has no impact on the validity of the conditional redemption order or on the value of the floor price set by the unitholder.

The applicable fees and procedures are detailed in the current correspondence form and/or in any other medium that the unit account keeper-custodian may make available to unitholders and, where applicable, to the Company. The contact details of the Account Keeper are made available to employees by the Company.

Foreign unitholders may request redemption, under the conditions provided for in the PEGI, of all or part of their units before the maturity date in the cases provided for by French legislation, subject to any limitation of such cases under local legislation.

Redemption requests must be sent to the unit account keeper-custodian no later than the business day preceding the date on which the net asset value is calculated, possibly via the local correspondent of the relevant participating Company to which the unitholder is attached.

Unitholders may also submit their request directly to the unit account keeper-custodian, provided that the request has been endorsed by the relevant participating Company or its representatives in accordance with local law.

The local correspondent ensures the validity of the reason and the supporting documents provided and retains the redemption request and the accompanying documentation.

Redemption requests are executed in accordance with the same procedures as those described in the table above.

Units are paid in cash by debiting the Fund's assets. Under no circumstances may payment transit through the bank accounts of intermediaries, in particular those of the Company or the Management Company, and the corresponding amounts are paid directly to the beneficiaries by the unit account keeper-custodian.

By way of exception, for unitholders who are employees of a foreign company, and at the express request of the unitholder, payment of the redemption of their assets may be made via their employer or an institution authorized under local regulations, which may withhold applicable social security contributions and taxes in accordance with the relevant regulations.

Except, where applicable, for a decision by the Management Company to cap redemptions under the conditions provided for in paragraph 4 of this article, this transaction is carried out within a period not exceeding one month following the determination of the net asset value preceding or following (as applicable) receipt of the redemption request.

4. The Management Company carries out specific monitoring of funds invested in company securities 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 compliance with the Management Company's regulatory obligations, without impacting the management of the Fund or the remaining unitholders.

5. Redemption capping mechanism:

The Management Company may decide not to fully execute redemption orders centralized on the same net asset value in the event of exceptional circumstances, where the interests of unitholders so require.

Calculation method and threshold applied:

The Management Company may decide not to execute all redemption requests on the same net asset value when a predefined objective threshold determined by the Management Company is reached for that net asset value.

This threshold is defined, for a given net asset value, as the net redemptions of all unit classes combined divided by the net assets of the FCPE.

In determining the level of this threshold, the Management Company will take into account in particular the following factors: (i) the frequency of calculation of the FCPE's net asset value; (ii) the investment policy of the FCPE; and (iii) the liquidity of the assets held by the FCPE.

For the VERALLIA RELAIS 2026 FCPE, the redemption cap mechanism may be triggered by the Management Company when a threshold of 5% of the net assets is reached.

The trigger threshold is identical for all unit classes of the FCPE.

When redemption requests exceed the trigger threshold and if market liquidity conditions allow, the Management Company may decide to honor redemption requests beyond said threshold, and thus partially or fully execute orders that might otherwise be blocked.

Redemption requests that are not executed on a given net asset value date will be automatically carried forward to the next centralization date.

The maximum duration for the application of the redemption capping mechanism is set at 20 net asset value calculations over a period of 3 months.

#### Information to unitholders in the event the mechanism is triggered

In the event of activation of the redemption capping mechanism, unitholders will be informed by any means via the account keeper's website ([www.amundi-ee.com](http://www.amundi-ee.com)).

In addition, unitholders whose redemption requests are partially or totally unexecuted will be specifically informed as soon as possible after the centralization date by the centralizing entity.

#### Treatment of unexecuted orders

Throughout the duration of the redemption capping mechanism, redemption orders will be executed in the same proportion for unitholders of the FCPE who submitted a redemption request on the same net asset value date. Orders thus deferred will not have priority over subsequent redemption requests.

#### Exemption

If a redemption order is immediately followed by a subscription by the same investor for an amount at least equal, carried out on the same net asset value date, this mechanism will not apply to the redemption concerned.

### **ARTICLE 15 – ISSUE AND REDEMPTION PRICE**

<b>Fees payable by the investor, charged on subscriptions and redemptions</b>	<b>Basis of calculation</b>	<b>Rate / Scale</b>	<b>Borne by FCPE / Company</b>
<b>Entry fees not retained by the FCPE</b>	Net asset value × number of units	None	Not applicable
<b>Entry fees retained by the FCPE</b>	Net asset value × number of units	None	Not applicable
<b>Exit fees not retained by the FCPE</b>	Net asset value × number of units	None	Not applicable
<b>Exit fees retained by the FCPE</b>	Net asset value × number of units	None	Not applicable

## ARTICLE 16 - OPERATING FEES AND COMMISSIONS

	Costs billed to the Fund	Basis	Rate	Paid by Fund/Company
P1	Financial administration costs	Net assets	0.08% maximum incl. VAT (*)	Fund
P2	Operating costs and other services (**)			
P3	Indirect costs	Net assets	None	Fund
	Subscription fee	Net assets	None	
	Redemption fee	Net assets	0.15% maximum incl. VAT	
P4	Turnover fees	Deducted on each transaction	None	Not applicable
P5	Outperformance commission	Net assets	None	Not applicable

\*\*The minimum management fees amount to EUR 20,000. If the Fund's assets do not generate this minimum amount of EUR 20,000 in management fees, the Company will bear the difference in order to reach this amount.

\* These operating fees and other services include:

### **Depository, legal, audit, tax-related expenses, etc.**

- Statutory auditor's fees
- Depository-related fees
- Valuation agent fees

### **Costs related to compliance with regulatory obligations and regulatory reporting:**

- Mandatory contributions to professional associations

### **Intermediary selection policy**

A procedure for the selection and evaluation of intermediaries and counterparties, taking into account objective criteria such as intermediation costs, quality of execution, and research, has been implemented within the Management Company.

This procedure is available on the Management Company's website at the following address: [www.amundi.com](http://www.amundi.com).

**TITLE IV**  
**ACCOUNTING INFORMATION AND DISCLOSURE DOCUMENTS**

**ARTICLE 17 - FINANCIAL YEAR**

The financial year begins on the day following the last Euronext Paris trading day of December and ends on the last Euronext Paris trading day of the same month of the following year, or on the previous day if that day is a legal public holiday in France.

By way of exception, the first financial year following the creation of the Fund will begin on the date of its creation and will end on the date of the transfer of the Fund's assets by way of a merger-absorption into the "VERALLIA" fund.

**ARTICLE 18 - SEMI-ANNUAL REPORT**

Within six weeks following each half-year of the financial year, the Management Company prepares an inventory of the Fund's assets under the supervision of the Depositary.

Within eight weeks following the end of each half-year, the Management Company is required to publish the composition of the Fund's assets, after certification by the Fund's Statutory Auditor. For this purpose, the Management Company transmits this information to the Supervisory Board and to the Company, from whom any unitholder may request it.

**ARTICLE 19 – ANNUAL REPORT**

In accordance with the provisions of the AMF General Regulation and AMF Instruction DOC 2011-21, each year, within six months following the end of the financial year, the Management Company provides the Company with the inventory of assets, certified by the Depositary, the balance sheet, the income statement, and the notes to the accounts prepared in accordance with the applicable accounting standards and certified by the Statutory Auditor, together with the management report.

The Management Company makes a copy of the annual report available to each unitholder. With the agreement of the Supervisory Board, this may be replaced by a simplified report stating that the full annual report is available to any unitholder upon request from the Supervisory Board, the Social and Economic Committee, or the Company. The annual report specifies in particular the amount of the Statutory Auditor's fees.

**TITLE V**  
**AMENDMENTS, LIQUIDATION AND DISPUTES**

**ARTICLE 20 - AMENDMENTS TO THE REGULATIONS**

Amendments to these regulations that are subject to the prior approval of the Supervisory Board are listed in Article 8.

Any amendment shall take effect no earlier than three business days after unitholders have been informed, such information being provided by the Management Company and/or the Company, at a minimum in accordance with the methods specified by instruction of the Autorité des marchés financiers (AMF), namely, depending on the case, by posting at the Company's premises, inclusion in an information document, a letter sent to each unitholder, or any other means.

**ARTICLE 21 - CHANGE OF MANAGEMENT COMPANY AND/OR DEPOSITARY**

The Supervisory Board may decide to change the Management Company and/or the Depositary, in particular where either decides to cease or is no longer able to perform its duties.

Any change of Management Company and/or Depositary is subject to the prior approval of the Fund's Supervisory Board and to the authorization of the Autorité des marchés financiers (AMF).

Once the new Management Company and/or the new Depositary has/have been appointed, the transfer shall be carried out within a maximum period of three months following AMF approval.

During this period, the former Management Company prepares an interim management report covering the portion of the financial year during which it carried out management and draws up the inventory of the Fund's assets. These documents are transmitted to the new Management Company on a date agreed jointly by the former and new Management Companies and the former and new Depositaries after the Supervisory Board has been informed of such date, or, failing that, upon expiry of the aforementioned three-month period.

In the event of a change of Depositary, the former Depositary transfers the securities and other assets to the new Depositary in accordance with the arrangements agreed between them and, where applicable, with the relevant Management Company or Companies.

**ARTICLE 22 - MERGER / SPLIT**

The transaction is decided by the Supervisory Board. If the Supervisory Board can no longer be convened, the Management Company may, with the agreement of the Depositary, transfer the assets of this Fund to a "multi-company" fund.

Approval of the Supervisory Board of the receiving fund is required. However, if the regulations of the receiving fund provide for the contribution of assets from other funds, such approval is not required.

These transactions may take place only after authorization by the Autorité des marchés financiers (AMF) and information of the unitholders of the contributing fund, under the conditions set out in Article 20 of these regulations. They are carried out under the supervision of the Statutory Auditor.

If the Supervisory Board can no longer be convened, the transfer of assets may only be carried out after the information letter has been sent to the unitholders by the Management Company or, failing that, by the Company.

The new rights of the unitholders are calculated on the basis of the net asset value of the units of the fund or funds, as determined on the date on which these transactions are completed. The unit account keeper-custodian sends the unitholders of the absorbed or split fund a certificate specifying the number of units of the new fund(s) they have received. The Company provides the unitholders with the Key Information Document(s) of the new fund(s) and makes available to them the text of the regulations of the new fund(s), harmonized where applicable with the regulations in force.

**ARTICLE 23 - CHANGE OF INDIVIDUAL INVESTMENT CHOICE AND PARTIAL COLLECTIVE TRANSFERS**

These transactions are possible provided that the liquidity of the originating fund allows it.

Change of individual investment choice:

If the profit-sharing agreement or the employee savings plan regulations so provide, a unitholder may request a change of individual investment choice (arbitration) from this Fund to another investment vehicle.

In this case, the unitholder must submit a request for a change of individual investment choice to the unit account keeper-custodian (or comply with the provisions set out in the company agreement).

Partial collective transfers:

The Social and Economic Committee (CSE), or failing that, the signatories of the agreements, or failing that, two-thirds (2/3) of the employees of the same company, may decide on a collective transfer of the assets of the employees and former employees of the same company from this Fund to another investment vehicle.

The contribution to a new fund is then made under the same conditions as those set out in the last paragraph of Article 22 of these regulations.

#### **ARTICLE 24 - LIQUIDATION / DISSOLUTION**

The Fund may not be liquidated as long as any units remain unavailable.

1. When all units are available, the Management Company, the Depositary, and the Supervisory Board may jointly decide to liquidate the Fund upon expiry of the term referred to, where applicable, in Article 4 of these regulations. In such case, the Management Company has full authority to liquidate the assets, and the Depositary to distribute, in one or more payments, the proceeds of such liquidation to the unitholders.

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

The Statutory Auditor and the Depositary shall continue to perform their duties until completion of the liquidation operations.

2. Where there remain unitholders who cannot be contacted at the last address provided by them, liquidation may take place only at the end of the first year following the date on which the last units created become available.

Where all of the units that have become available are held by unitholders who cannot be contacted at the last address provided by them, the Management Company may:

- either extend the Fund beyond the term provided for in the regulations; or
- or, with the agreement of the Depositary, transfer such units, upon expiry of a one year period from the date on which all the rights of the unitholders become available, to a “multi company” money market fund that it manages, and proceed with the dissolution of the Fund.

When all units have been redeemed, the Management Company and the Depositary may jointly decide to dissolve the Fund. The Management Company, the Depositary, and the Statutory Auditor shall continue to perform their duties until completion of the dissolution operations.

#### **ARTICLE 25 - DISPUTES – JURISDICTION**

All disputes relating to the Fund that may arise during its operation or upon its liquidation, between unitholders and the Management Company or the Depositary, shall be subject to the jurisdiction of the competent French courts.

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

Regulations of the « VERALLIA RELAIS 2026 FCPE » approved by Autorité des Marchés Financiers on 30/01/2026
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