

**REGULATIONS OF THE FONDS COMMUN DE PLACEMENT D'ENTREPRISE
(FRENCH COLLECTIVE EMPLOYEE SAVINGS VEHICLE, OR "FCPE")
"CASTOR INTERNATIONAL RELAIS 2026"**

By subscribing units of the FCPE, you accept the FCPE's regulations.

Pursuant to the provisions of Articles L. 214-24-35 and L. 214 -164 of the French Monetary and Financial Code the following is established at the asset management company's initiative:

AMUNDI ASSET MANAGEMENT

French Société par Actions Simplifiées (SAS) with capital of 1 114 615 555 euros
Registered with the French Trade and Company Register of Paris under number 437 574 452
Registered Office: 90 boulevard Pasteur - 75015 Paris

Hereinafter referred to as the "Management Company"

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

- of the VINCI Group International Group Share Ownership Plan (PEGAI) set up on September 2, 2011 and modified by successive amendments, open to the staff of companies or establishments located outside of France, of which the share capital is at least 50% owned directly or indirectly by VINCI (as at the application date) or, under certain conditions, of companies in which VINCI owns, directly or indirectly, between one third and a half of the share capital inclusive, the list of which appears in the appendix to the International Group Share Ownership Plan, in accordance with the provisions of the French Labour Code, Part Three, Book III.

Group: VINCI

Head office: 1973 boulevard de La Défense, 92000 Nanterre, France
Business sector: Construction-related concessions and services

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

Company issuing the shares: VINCI, a French public limited company (*Société Anonyme*) with capital of 1,457,166,892,5 euros
Registered Office: 1973, boulevard de la Défense, 92000 Nanterre

This Fund is only open to employees of companies associated with VINCI as defined in paragraph 2 of Article L. 3344-1 of the French Labour Code, which have their registered office outside France. This Fund has been created in the framework of the VINCI Group International Savings Plan of which it forms an inseparable part. It is reserved exclusively for employees and beneficiaries of the issuer's share offering.

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

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

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

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

¹The definition of 'U.S. Person' can be found on the Management Company's website: www.amundi.com

Notice

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

The Fund's assets are deposited with a French credit institution (CACEIS Bank France) and are managed by a Management Company (Amundi Asset Management) under French law.

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

PREAMBLE

This Fund is a temporary fund created during a capital increase and/or a sale of shares reserved for members of the International Group Share Ownership Plan (PEGAI). The share offering was the subject of a decision in principle of the VINCI Board of Directors' meeting on 10/15/2026, acting under the delegation granted by the Combined General Meeting of VINCI of 04/17/2026 or any subsequent resolution that might replace it.

The capital increase and/or the sale of shares is scheduled to be carried out on 07/02/2026, based on subscriptions collected during the subscription period scheduled from 05/04/2026 to 05/22/2026 inclusive. Subscriptions are irrevocable at the end of this period.

The Chief Executive Officer of VINCI, acting under a delegation from the Board of Directors, has set the purchase price of one share by the Fund at € This price corresponds to the average of the VWAP share prices (volume-weighted average prices) on Euronext Paris as published on the Bloomberg DG FP EquityAQR page from 04/01/2026 to 04/30/2026 inclusive.

The subscription price will be announced on 30 April 2026.

The dates indicated in this document are provided subject to the decision of the Chief Executive Officer of VINCI acting on the delegation of the Board of Directors.

The specific provisions for subscriptions made in connection with this operation and the conditions of reduction in the event of over-subscription are provided in the "SUBSCRIPTION" article of these regulations.

CHAPTER I IDENTIFICATION

ARTICLE 1 – NAME

The name of the Fund is "CASTOR INTERNATIONAL RELAIS 2026".

ARTICLE 2 – PURPOSE

The purpose of the Fund is to build up a portfolio of financial instruments consistent with the orientation set out in Article 3 below. To this end, the Fund may only receive amounts that are:

- paid as part of the International Group Share Ownership Plan (PEGAI);

The payments will be made as part of the operation described in the preamble.

ARTICLE 3 – MANAGEMENT GUIDELINES

The Fund is intended to be invested in VINCI shares admitted to trading on the Eurolist market of Euronext Paris and issued in representation of the capital increase and/or sale of shares reserved for members of the VINCI International Group Share Ownership Plan (PEGAI), carried out from subscriptions collected during the subscription period from May 4, 2026 to May 22, 2026.

Prior to the date of subscription to the capital increase and/or sale of shares, the Fund will follow the asset composition rules for funds governed by Article L. 214-164 of the French Monetary and Financial Code.

From the date of the capital increase and/or share transfer, the Fund will be classified in the category of "invested in the company's own listed securities", and the rules for the composition of its assets will follow those of funds governed by Article L.214-165 of the French Monetary and Financial Code. The Fund will be invested exclusively in shares of the Company, except for its cash resources, if any.

The intention is for the Fund to be merged, upon a decision by the Supervisory Board and after AMF approval, as soon as possible after the capital increase, with the "CASTOR INTERNATIONAL" FCPE, belonging to the category of "FCPEs invested in the listed securities of the company".

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

A. Until the date of capital increase and/or transfer of shares

Management objective and investment strategy

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

During the collection phase, and prior to investment in the company's own securities, the sums received will be invested prudently.

Risk profile

- **Interest rate risk**: this is the risk of a decline in the value of interest rate instruments arising from changes in interest rates. It is measured by sensitivity. During periods of rising (in the event of positive sensitivity) or falling (in the event of negative sensitivity) interest rates, the net asset value may decrease significantly.
- **Capital loss risk**: investors are reminded that their capital is not guaranteed and may therefore not be returned to them.
- **Credit risk**: this is the risk of a decline in the value of the securities issued by a private issuer or of a default by the latter. Depending on the direction of the OPC's transactions, the decrease (for purchases) or increase (for sales) in the value of debt instruments to which the OPC is exposed may cause a decline in its net asset value.
- **Sustainability risk** : this is the risk associated with an environmental, social or governance event or situation that, if it were to occur, could have an actual or potential material negative impact on the value of the investment.

Composition of the Fund

The Fund will be invested in money market instruments through undertakings for collective investment in transferable securities (OPCVM) and/or general purpose investment funds (FIVG).

The Fund may be invested up to 100% in units or OPC shares.

And for any balance, in cash.

B. As from the completion of the capital increase and/or transfer of shares

Please note

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

The Fund is classified as "invested in the Company's own listed securities". The rules for the composition of its assets will follow those of funds governed by Article L.214-165 of the French Monetary and Financial Code.

The Fund is subject to sustainability risk linked to company listed securities as defined in the risk profile.

Management objective and investment strategy

The Fund's management objective is to follow the upward and downward performance of VINCI shares, by investing at least 98% of its assets in VINCI shares, the intention being for the Fund to be 100% invested in these shares.

The Fund may hold money market Collective Investment Vehicles and/or general investment funds, up to a maximum of 2% of its assets, with the balance in cash.

The Fund is subject to sustainability risk, related to the listed securities of the companies in which it invests, as defined in the risk profile.

Risk profile

- Capital loss risk: investors are reminded that their capital is not guaranteed and may therefore not be returned to them.
- Specific share risk: as the portfolio will be primarily composed of VINCI shares, any decline in their price will be reflected in the Fund's net asset value.
- Liquidity risk: in the specific event that trading volumes on the financial markets are very low, any purchase or sale transactions thereon may result in significant market fluctuations.
- Sustainability risk : this is the risk associated with an environmental, social or governance event or situation that, if it were to occur, could have an actual or potential material negative impact on the value of the investment.

Composition of the Fund

The Fund will be invested:

- At least 98% and up to 100% of its assets in VINCI shares.
- and for the balance in units or shares of money market Collective Investment Vehicles and/or general investment funds and/or in cash.

Instruments used:

The following instruments may be used:

- VINCI Company shares admitted for trading on the Euronext Paris regulated market;
- OPCVM and/or FIVG units or shares invested in money markets.

The Management Company may, on behalf of the Fund, make cash borrowings in an amount up to 10% of the Fund's assets, within the exclusive framework of the Fund's purpose and management guidelines. The Fund's portfolio shall not be pledged to guarantee such borrowings.

Pursuant to the provisions of Article 318-14 of the General Regulation of the French Financial Markets Authority, subscribers are informed that the Fund may invest in OPC shares that are managed by the Management Company or by a company related to it.

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

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

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

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

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

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

Information on Environmental, Social and Governance (ESG) criteria:

Additional information on the procedures that the Management company uses to take ESG criteria into account is available on the Management company's website (www.amundi.com) and in the Fund's annual report.

The information contained in the "Management orientation" section of the regulation makes it possible to meet the disclosure obligation resulting from Article 318-47 of the AMF General Regulation.

This communication is without prejudice to any other risk management methods and measures that must be implemented by the Management company (pursuant to Articles 318-38 to 318-41 of the AMF General Regulation and Articles 38 to 45 of Delegated Regulation (EU) No. 231/2013 of the Commission of December 19, 2012).

The availability of an up-to-date version of the prospectus on the ROSA database makes it possible to meet the obligation to provide this information to the AMF on an annual basis, referred to in Article 318-47 of the AMF General Regulation.

Overall risk ratio calculation method:

This fund is not concerned.

Information about the Fund:

The latest annual report is available from the Management company:

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

The Fund's net asset value is available on request from the Management company and on its website: www.amundi-ee.com
Past performances are available on the saver space at: www.amundi-ee.com

ARTICLE 4 – FUND TERM

The Fund is established for an indefinite period.

This fund will be merged into the employee shareholding fund called "CASTOR INTERNATIONAL" after approval by the Supervisory Board and approval by the AMF.

CHAPTER II FUND PARTICIPANTS

ARTICLE 5 – MANAGEMENT COMPANY

The Fund is managed by the Management Company in accordance with the guidelines established for the Fund. Subject to the powers of the Supervisory Board, the Management company acts in the exclusive interests of unit holders and represents them with regard to third parties in all transactions concerning the Fund.

Authorized by the AMF under no. GP04000036 and as a financial manager by Directive 2011/61/EU, the Management Company has capital, in addition to the regulatory capital, to cover any risks in respect of its liability for professional negligence when managing the FCPE. In addition, Amundi and its Subsidiaries, including Amundi Asset Management, are covered for their professional liability in connection with their banking, financial and ancillary activities by the global Professional Liability insurance 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 delegates accounting management to CACEIS Fund Administration, 89-91 rue Gabriel Péri, 92120 Montrouge. The main activity of the delegated manager of accounting takes place both in France and abroad, with the provision of services contributing to the management of financial assets, including the valuation and administrative and accounting management of financial portfolios. The Management Company has not identified any conflicts of interest liable to arise from said delegations.

ARTICLE 6 – CUSTODIAN

The Custodian is CACEIS BANK.

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

The Custodian operates the Fund's issuing account.

ARTICLE 7 – CUSTODY ACCOUNT-KEEPER

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

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

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

ARTICLE 8 – SUPERVISORY BOARD

1 - Composition

The Fund has the same Supervisory Board as the "CASTOR INTERNATIONAL" FCPE.

The representatives of the unit holders of the Fund's Supervisory Board are therefore the same as those of the Supervisory Board of the "CASTOR INTERNATIONAL" FCPE. In order to represent unit holders of both funds, each member must be a unit holder of each of these two funds.

Thus, any change in the composition of the Supervisory Board of the "CASTOR INTERNATIONAL" FCPE will automatically apply to the Fund's Supervisory Board.

The Supervisory Board, established pursuant to Article L. 214-165 of the French Monetary and Financial Code, in accordance with the conditions set out in paragraph 2 of its Article L. 214-164 comprises:

-6 employee and unit holder members representing the Group's unit holding employees and former employees, elected from among the unit holding employees based on the number of fund units held by each holder.

-And 6 members representing the Group appointed by the Executive Management.

In all cases, at least half of the Supervisory Board is composed of employee unit holders representing employee and former employees of the Group.

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

A joint Supervisory Board shall be formed for the "CASTOR INTERNATIONAL RELAIS 2026" and the "CASTOR INTERNATIONAL" fund.

The members of the Supervisory Board who represent current and former employees must hold units in both funds.

The term of office is four years.

With regard to members representing the Company, this election is renewable by tacit agreement except in the event of an election. Members may be re-elected.

A vacancy is replaced under the replacement conditions described above. It must be carried out without delay at the initiative of the Supervisory Board or, failing this, of the Company and, in any event, before the next meeting of the Supervisory Board.

When a member of the Supervisory Board representing unit holders is no longer an employee of the Company following the termination of their employment contract, or if the Company does not meet the conditions for membership of the International Group Share Ownership Plan, he/she leaves his/her position on the Supervisory Board.

2 - Role

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

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

To that end, it shall appoint one or more proxies to represent the Fund at the VINCI shareholders' general meetings.

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

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

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

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

The following changes are subject to the prior approval of the Supervisory Board:

- modification of the purpose of the fund;
- change in management orientation;
- change of management company and/or custodian;
- merger, demerger, liquidation or dissolution of the Fund

The Supervisory Board shall decide on the stance to be adopted in the event of financial transactions affecting VINCI's capital (and particularly in the case of a take-over bid, a share exchange offer, a merger or a split), and on the management of the Fund assets following any such transaction, and any contribution of shares, the aim always being to protect unit holders' interests as fully as possible.

3 - Quorum

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

If a quorum is not reached at the first meeting, a second notice of meeting shall be sent out by registered mail with acknowledgement of receipt. The notice of meeting may be sent by electronic registered mail, meeting the conditions set out in Article L. 100 of the French Postal and Electronic Communications Code (hereinafter referred to as "electronic registered mail") under the following conditions: the member of the Supervisory Board to whom the notice of meeting is addressed has been offered the choice of sending the notice of meeting by registered mail with acknowledgement of receipt or by electronic registered mail and he/she has formally opted for the latter method. The said notice may also be sent by a letter controlled by a commissioner of justice.

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

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

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

4 - Decision-making

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

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

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

By way of exception, decisions concerning the purpose of the regulations, a change in the orientation of the Fund's management, a change of management company and/or custodian, mergers or demergers, or liquidation are taken by a majority of 2/3 of the members of the Supervisory Board.

To the extent possible, a representative of the Management Company shall attend the meetings of the Supervisory Board. The Custodian may also attend Supervisory Board meetings, if it deems necessary.

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

In the case of a common meeting concerning several funds, minutes of the meeting shall be prepared in the name of each of the funds concerned by the meeting or by the decisions of the Supervisory Board.

If the Chairman is unable to attend, he/she shall be replaced by a member appointed to replace him/her temporarily or, failing that, by one of the members present at the meeting designated by his/her colleagues. The Chairman may only be replaced by a unit-holding employee member, representing the unit holders.

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

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

ARTICLE 9 – STATUTORY AUDITOR

The Statutory Auditor is Deloitte et associés. It is appointed for six financial years by the Board of Directors of the Management Company, subject to the approval of the French Financial Markets Authority.

The Statutory Auditor shall certify the regularity and correctness of the financial accounts.

The mandate of the Statutory Auditor can be renewed.

The Statutory Auditor is required to promptly report to the Autorité des Marchés Financiers any fact or decision concerning the undertaking for collective investment, which he has become aware of in the exercise of its mission, that may:

1. Constitute a violation of the legislative or regulatory laws applicable to this undertaking that is likely to have significant effects on the financial position, earnings or assets;
2. Adversely impact the conditions or continuity of its operations;
3. Cause the release of reserves or the refusal to certify the accounts.

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

It assesses any contribution or redemption in kind under its responsibility.

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

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

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

CHAPTER III FUND OPERATION AND CHARGES

ARTICLE 10 – FUND UNITS

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

The initial value of the unit at the creation of the Fund is equal to the subscription price.

The Management company guarantees fair treatment to all unit holders. Subscription and redemption procedures and access to information about the Fund are similar for all FCPE unit holders.

The provisions of these rules regulating the issue and redemption of units also apply to fractional units, the value of which is always proportional to that of the unit they represent. Unless otherwise stated, all other provisions contained within these regulations relating to units shall also be applicable to fractional units without any need to make a specific provision to that end.

ARTICLE 11 – NET ASSET VALUE

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

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

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

Where necessary, the Management Company may conduct an exceptional valuation of the unit.

The net asset value will be sent to the French Financial Markets Authority on the date of calculation. This net asset value will be made available to the Supervisory Board on the Management Company's employee savings website, www.amundi-ee.com, as from the first working day following its calculation. It will also be posted up at the premises of the Company and of its entities. The Supervisory Board may obtain the calculated net asset values upon request.

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

- **Vinci shares** traded on a French (or foreign) regulated market are valued at market prices. Valuation at the reference market price

is carried out in accordance with the procedures laid down by the Management Company (opening price). These procedures are also specified in the Notes to the annual financial statements.

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

- **Shares or units in OPCVM and FIA or investment funds governed by foreign law** are valued at their last known net asset value on the valuation date.

If, to ensure the Fund's liquidity, the Management company is forced to make a material transaction at a price different from this valuation, all of the remaining securities in the Fund must be valued at this new price.

Swing pricing mechanism :

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

In order to preserve the interest of holders in the FCPE, the Management Company may decide to apply a Swing Pricing mechanism to the FCPE with a trigger threshold.

As soon as the balance of subscriptions and redemptions of all units combined is higher in absolute value than the pre-established threshold, an adjustment will be made to the Net Asset Value. Consequently, the Net Asset Value will be adjusted upwards (and respectively downwards) if the balance of subscriptions and redemptions is positive (and respectively negative); the objective is to limit the impact of these subscriptions and redemptions on the Net Asset Value of the holders present in the fund.

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

The trigger threshold level and the net asset value adjustment factor 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 only preserve assets held in the portfolio.

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

ARTICLE 12 – DISTRIBUTABLE AMOUNTS

Income and net capital gains of the Fund assets must be reinvested and new units (or fractions thereof) will be issued to reflect the reinvestment of these amounts.

ARTICLE 13 – SUBSCRIPTION

For the capital increase and/or sale of securities scheduled for 07/02/2026

Subscription requests for the capital increase scheduled for 07/02/2026 must be received between 05/04/2026 and 05/22/2026 inclusive.

No subscriptions will be accepted after this date.

Provisions applicable in the event of an over-subscription to the offering:

- Recording of the total number of subscribers

- Determination of an individual ceiling equal to:

$$\frac{\text{Total number of shares offered} \times [X] \text{euros}}{\text{Number of subscribers}}$$

Number of subscribers

Applications lower than or equal to this individual ceiling will be met in full.

Applications above this individual ceiling will be met in full up to this individual ceiling.

- Determination of the residual amount of offer equal to:

Total number of shares offered x [X]euros - Total amount distributed by applying the individual ceiling

- Calculation of the distribution coefficient of the residual offering equal to:

$$\frac{\text{Residual amount of offer}}{\text{Total amount of subscriptions not met following the application of the individual ceiling}}$$

Total amount of subscriptions not met following the application of the individual ceiling

- Individual residual amount:

$$\text{Subscription amount not met following the application of the individual ceiling} \times \text{Allocation ratio}$$

The sums which could not have been paid into the Fund because of the reduction of orders shall be reimbursed to the interested parties up to the amount of their personal contribution.

The sums are paid into the Fund once and after any reductions.

Subscription conditions after the operation of the capital increase

Subscription requests must be sent to the custodian of the shares, if applicable through the Company or its registrar, for it to receive them no later than the business day preceding the date of calculation of the net asset value and are executed according to the following terms and conditions:

	Subscription via the internet or via the mobile application	Subscription by mail
Net asset value of subscription order execution	D+1 at the opening share price	D+1 at the opening share price

For the purposes of reading the table, **D** is understood as:

- for online subscriptions: **D** is the day on which the subscriber inputs his/her order on the internet until 11:59 p.m., Paris time;
- for subscriptions by mail: **D** is the day of receipt of the letter before 12:00 p.m., Paris time.

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

The Custody account-keeper or, where appropriate, the entity keeping the Fund’s issuing account, shall establish the number of units allowed by each payment by dividing the payment by the issue price calculated on the valuation date of the unit nearest following the said contribution. The Custody account-keeper shall inform the Company or its delegate, the Plan Administrator, of the number of units attributable to each unit holder based on an allotment statement drawn up by it. The Company or its delegate, the Plan Administrator, shall inform each unit holder of their allotment.

If necessary, the Management Company can make an exceptional assessment of the units.

The FCPE may cease issuing units pursuant to the third paragraph of Article L. 214-24-41 of the Monetary and Financial Code, either temporarily or permanently, partially or totally, in objective situations leading to the closure of subscriptions such as a maximum number of units issued, a maximum amount of assets reached or the expiry of a given subscription period. Existing unitholders will be informed by any means of the activation of this tool, as well as of the threshold and the objective situation that led to the decision of partial or total closure. In the case of a partial closure, this information by any means will explicitly specify the terms and conditions under which existing unitholders may continue to subscribe during the period of this partial closure. Unitholders shall also be informed by any means of the decision of the FCPE or of the management company either to terminate the total or partial closure of subscriptions (when the triggering threshold is crossed), or not to terminate it (in the event of a change in the threshold or of a change in the objective situation which led to the implementation of this tool). A change in the objective situation invoked or in the triggering threshold of the tool must always be made in the interest of the unitholders. The information by all means specifies the exact reasons for these modifications.

ARTICLE 14 – REDEMPTION

1. Unit-holding Beneficiaries or their heirs may request the redemption of all or some of their units, as provided by the rules of the International Group Share Ownership Plan.

Redemption requests, accompanied by supporting documents if applicable, must be sent, possibly through the intermediary of the Company or its registrar, to the custodian of the shares account so that they receive them no later than the working day preceding the date for calculating the net asset value and are executed according to the following procedures:

[aux modalités prévues dans le règlement.](#)

		AVAILABLE ASSETS	
		Request for redemption without a Floor Price Value (FPV) via the internet or via the mobile application or by post	Request for redemption with a Floor Price Value (FPV) online or by mail
Net asset value of redemption order execution		D+1 business day at the opening share price	D+1 at the opening share price
Issuing of the transfer or cheque		From D+2 business days from the execution net asset value	From D+2 business days from the execution net asset value

		UNAVAILABLE ASSETS		
		Request for redemption without a Floor Price Value		Request for redemption with a Floor Price Value online or by mail
		"Mixed" (input of the application online, and sending of supporting documents by post)	"Full internet" (input of the application via the internet with upload of supporting documents)	
		Provided that the file is complete		
Net asset value of redemption order execution		D+1 at the opening price as from the validation of the file by the TCCP		D+1 at the opening price as from the validation of the file by the TCCP
Issuing of the transfer or cheque		From D+2 business days from the execution net asset value		From D+2 business days from the execution net asset value

For the purposes of reading the above tables, D is understood as:

- for online redemptions for available assets, **D** is the day on which the subscriber inputs and validates his/her order on the internet until 11:59 p.m., Paris time;
- for online redemptions for unavailable assets, **D** is the day on which the subscriber inputs and validates his/her order on the internet before 10:00 a.m., Paris time;
- for purchases by mail/mixed mail, **D** is the day of receipt of the letter before 10:00 a.m., Paris time.

The net asset value is calculated and published on D+1.

If they are not received within the aforementioned time frames, redemption requests are executed at the next net asset value.

Unit holders may set a Floor Price Value (FPV) for the VINCI share for the purpose of executing their redemption request (conditional order). Redemption requests with a floor price will be executed on the basis of the Net Asset Value corresponding to the first date on which the opening price of the VINCI share reached or exceeded the minimum price set by the unit holder.

Each redemption request with a floor price value will be executed if the following conditions are met on the day of the net asset value:

- the opening price of a VINCI share is greater than or equal to the floor price value set by the unit holder,
- market liquidity conditions allow the order to be executed.

The conditional redemption order is valid for six months from the date on which the Custodian receives the conditional redemption request. After the six month period, the redemption request must be renewed in order to be executed.

The ex-dividend date for VINCI shares has no impact on the validity of the conditional redemption order or on the value of the floor price set by the unit holder.

The fees and terms and conditions are detailed in the applicable correspondence bulletin and/or in any other medium that the Custodian may make available to the unit holders and, if applicable, to the Company.

Foreign unit holders may request the redemption, under the conditions set out in the International Group Share Ownership Plan, of all or part of their shares before the maturity date in the cases provided for by French law, subject to possible limitation of these cases by local legislation.

The contact details of the Custody account-keeper are made available to the Company's employees.

In this case, redemption requests must be sent no later than the business day preceding the date of calculation of the net asset value to the unit Custodian, possibly through the intermediary of the local correspondent of the Member Company concerned to which the Unit holder is attached.

Unit holders may also send their request directly to the Custodian provided that the request has been approved by the Member Company concerned or its representatives, in accordance with local law.

The local correspondent ensures the validity of the reason and the attached supporting documents. He/she shall keep the request for reimbursement and the supporting documents accompanying it.

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

The units are paid out in cash from the Fund's assets. Under no circumstances may the payment pass through the bank accounts of intermediaries, in the Company's or the Management Company's bank accounts. The amounts realised must be sent directly by the Custody account-keeper to the Beneficiaries. However, exceptionally, in the event of difficulty or unfeasibility and at the express request of the unitholder, these can be sent through the intermediary of his employer from an establishment approved by local regulations with the latter being authorised to levy on such amounts the social security and tax payments required under the applicable regulations.

Except where applicable for the decision taken by the management company to cap redemptions under the conditions provided for in paragraph 4 of this article, this operation shall be carried out within a period not exceeding one month after the establishment of the previous net asset value or following (as the case may be) the receipt of the redemption request.

The Management Company closely monitors the funds invested in the Company's securities due to their specific management and control constraints, and ensures the prevention of potential risks. The objective is, in particular, to ensure that the settlement of redemptions to the employees concerned are carried out in compliance with the Management Company's regulatory obligations, and without impact on the management of the Fund or the remaining holders.

2. Redemption cap

The Management Company may not fully execute centralized redemption orders for the same net asset value in the event of exceptional circumstances and if the interests of the holders so require.

Calculation method and threshold used:

The management company may decide not to carry out all redemptions on the same net asset value, when a threshold objectively pre-established by the latter is reached on a net asset value.

This threshold is calculated as the net redemption of all units divided by the FCPE's net assets, based on the same net asset value. To determine the level of this threshold, the management company will notably take into account the following elements: (i) the frequency of calculation of the FCPE's net asset value (ii) the FCPE's management strategy, (iii) and the liquidity of the assets held by the latter.

For the CASTOR INTERNATIONAL RELAIS 2026 (temporary employee shareholding fund), the redemption cap may be triggered by the management company when a threshold of 5% of net assets is reached.

The trigger threshold is identical for all categories of FCPE units.

When redemption requests exceed the trigger threshold, and if liquidity conditions allow, the management company may decide to honor redemption requests beyond said threshold, and thus partially or fully execute orders that may be blocked. Redemption requests not executed on a net asset value will be automatically carried forward to the next centralization date.

The maximum duration of application of the redemption cap is set at 20 net asset values over three months.

Information for holders in the event of triggering of the system:

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

In addition, holders whose redemption requests have been partially or totally unfulfilled will be informed in a specific manner and as soon as possible after the centralization date.

Processing of unfulfilled orders:

During the entire period of application of the redemption cap, redemption orders will be executed in the same proportions for holders of the FCPE who have requested a redemption at the same net asset value. Orders thus deferred will not have priority over subsequent redemption requests.

Exemption cases:

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

ARTICLE 15 – ISSUE AND REDEMPTION PRICE

Fees to be paid by the investor levied on subscriptions and redemptions	Basis	Scale rate	FCPE/Company coverage
Admission fees not payable to the FCPE	Net asset value x Number of units	Not applicable	Not applicable
Admission fees payable to the FCPE	Net asset value x Number of units	Not applicable	Not applicable
Exit fees not payable to the FCPE	Net asset value x Number of units	Not applicable	Not applicable
Exit fees payable to the FCPE	Net asset value x Number of units	Not applicable	Not applicable

ARTICLE 16 – OPERATING AND MANAGEMENT CHARGES

	Charges invoiced to the Fund	Base	Rate scale	Borne by the Fund/Company
P1	Management financial fees and non-Management Company management fees (Custodian, fund valuer, Statutory Auditors)	Net assets	0.10% including taxes maximum rate (2)	Fund
P2	Operating expenses and other services(1)			
P3	Indirect charges:			
	Subscription fees	Net assets	Nil	NA
	Redemption fees	Net assets	Nil	NA
	Management fees	Net assets	0.54% including taxes maximum rate	Fund
P4	Turnover fees	Fee deducted on each transaction	Nil	NA
P5	Out-performance fees	Net assets	Nil	NA

(1) These operating expenses and other services include:

- Custodian, legal, audit, tax fees, etc.
- Statutory auditors' fees
- Custodian fees
- Fees related to the valuer

Costs related to compliance with regulatory obligations and regulatory reporting:

- Mandatory professional association contributions

- 0.10% of net assets including taxes per year, for that portion of the assets between €0 and 50,000,000 inclusive.
- 0.07% of net assets including taxes per year, for that portion of the assets between €50, 000,001 and 100,000,000 inclusive.
- 0.05% of net assets including taxes per year, for that portion of the assets above €100,000,000.

Policy for selecting intermediaries:

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

Transaction fees:

Brokerage, commissions and fees related to the sale of securities in the collective portfolio and acquisitions of securities with proceeds from the sale or redemption of securities or from income from assets in the Fund shall be paid from such assets and shall be deducted from the Fund's cash and cash equivalents

CHAPTER IV ACCOUNTING ASPECTS AND INFORMATION DOCUMENTS

ARTICLE 17 – FINANCIAL YEAR

The financial year begins on the day following the last Euronext Paris trading day in December and ends on the last day Euronext Paris trading day in December of the following year, or the preceding day if that date is an official public holiday in France.

By way of exception, the first financial year following the date the Fund is established will begin from the date it is created and will end on the date of the transfer through the merger/absorption of the Fund's assets with/into the "CASTOR INTERNATIONAL" fund..

ARTICLE 18 - HALF-YEARLY INFORMATION DOCUMENT

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

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

ARTICLE 19 – MANAGEMENT REPORT

Under the conditions set forth in the AMF General Regulation and AMF DOC instruction 2011-21, each year, within six months of the close of the fiscal year, the Management Company shall submit the following to the Company: the inventory of assets, as certified by the Custodian, the balance sheet, the income statement and the notes to the financial statements, prepared in accordance with the applicable accounting regulations and as certified by the Statutory Auditor, and the management report.

The Management Company shall make available to each unit holder a copy of the annual report, which may, by agreement of the Supervisory Board, be replaced by a simplified report containing a statement to the effect the annual report is available to any unit holder who requests it from the Company, the Supervisory Board or the Company's Social and Economic Committee.

In particular, the annual report includes:

- the Statutory Auditor's fees;
- indirect fees (management fees, subscription and redemption fees) that are borne by the employee mutual funds (FCPE) invested more than 20% in units or shares of OPC.

CHAPTER V AMENDMENTS, LIQUIDATION AND DISPUTES

ARTICLE 20 – AMENDMENTS TO REGULATIONS

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

ARTICLE 21 – REPLACEMENT OF MANAGEMENT COMPANY AND/OR CUSTODIAN

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

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

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

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

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

ARTICLE 22 – MERGER/SPLIT

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

Approval by the Supervisory Board of the recipient fund is required. However, such agreement is not required when the Regulations of the recipient fund provide for the contribution of assets from other funds.

Following the completion of the capital increase and/or transfer of shares, this Fund will be merged with the "CASTOR INTERNATIONAL" fund, after having obtained the approval of the Supervisory Board, and subject to approval by the French Financial Markets Authority.

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

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

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

Regulations of the new fund(s), which will have been harmonised, if necessary, with the applicable texts in force.

ARTICLE 23 – AMENDMENTS TO INDIVIDUAL INVESTMENT CHOICES AND PARTIAL COLLECTIVE TRANSFERS

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

Amendments to individual investments:

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

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

Partial collective transfers:

The Social and Economic Committee, or, failing that, the signatories of the agreements, or failing that, 2/3 of the employees of the same company, may decide to transfer the assets of employees and former employees of the same company from this Fund to another investment vehicle.

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

ARTICLE 24 – LIQUIDATION/WINDING UP

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

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

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

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

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

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

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

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

ARTICLE 25 – DISPUTES – COMPETENCE

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

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

Regulations of the employee mutual fund (FCPE): CASTOR INTERNATIONAL RELAIS 2026
Approved by the French Financial Markets Authority on [06/11/2025]