

## T.EN SHARES INTERNATIONAL FCPE (EMPLOYEE SHAREHOLDING FUND) REGULATION

**The subscription of units in an employee shareholding fund (FCPE) implies acceptance of its regulations.**

In application of the provisions of articles L. 214-24-35 and L. 214-165-1 of the French Monetary and Financial Code, the management company:

### **AMUNDI ASSET MANAGEMENT**

a *Société Anonyme* (French public limited company) with a share capital of €1,143,615,555

Registered in the Trade and Companies Register in Paris under the number 437 574 452

Head office: 91-93, Boulevard Pasteur - 75015 Paris

has established a corporate-group employee shareholding fund, hereinafter referred to as the “**Fund**”, for the application:

of the International Group Savings Plan established by TECHNIP ENERGIES N.V. (“**PEGI**”) for its employees of companies with a registered office located outside France and who are PEGI members (the “**Company**”).

Participation in the Fund is limited to employees of PEGI member companies (the “**Employees**”).

Issuing company: **TECHNIP ENERGIES N.V.**, a company incorporated under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 76122654, having its registered office in Amsterdam, the Netherlands, and having its principal place of business in France registered with the RCS of Nanterre under number 879 464 584 and located at 2126 boulevard de la Défense, 92000 NANTERRE, FRANCE (hereinafter referred to as “**TECHNIP ENERGIES**”).

Business sector: Petroleum equipment and services

This Fund’s units may not be offered or sold directly or indirectly in the United States of America (including in its territories and possessions), to or for the benefit of a “US Person”<sup>1</sup>, as defined by US regulations.

Persons wishing to subscribe to the units of this Fund certify when subscribing that they are not "U.S. Persons". Any unit holder who subsequently becomes a “US Person” must immediately inform the Management Company.

The Management company may impose restrictions (i) on the holding of units by a "U.S. Person", and in particular may compulsorily redeem any units held, or (ii) on transfer the units to a "U.S. Person".

This power also extends to any person (a) who appears directly or indirectly to breach the laws and regulations of any country or any government authority, or (b) which may, in the opinion of the Management Company, cause the Fund to suffer damage which it would not otherwise have endured or suffered.

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

## 2023 ESOP PREAMBLE

On the occasion of the 2023 offer reserved for Employees (the “**2023 Offer**”), the Employees of the member companies of Technip Energies’ PEGI (as well as member companies of the Group Savings Plan) have the option of participating in a classic fund and/or a leveraged fund. Within this framework, the following are created:

- One “T.EN RELAIS 2023” fund – a bridge fund opened as part of the 2023 Offer, with two unit classes: T.EN RELAIS 2023 - Classic and T.EN RELAIS 2023 - Leverage
- One “T.EN SHARES FRANCE” fund with two sub-funds:
  - o “T.EN Classic France” sub-fund into which the “T.EN RELAIS 2023 - Classic” unit of the “T.EN RELAIS 2023” FCPE is to be merged
  - o “T.EN Leverage France 2023” sub-fund into which the assets of the “T.EN RELAIS 2023 - Leverage unit” of the “T.EN RELAIS 2023” FCPE are to be transferred.
- One “T.EN Shares International” fund with 2 sub-funds:
  - o “T.EN Classic International” Sub-Fund
  - o “T.EN Leverage International 2023” sub-fund

Payments into this Fund will be made at the time of the capital increase reserved for TECHNIP ENERGIES’ Employees within the framework of the PEGI and authorised by the General Meeting of 15 February 2021 with an effective date of 16 February 2021 or any authorisations that may replace it, the main terms of which were approved by the Board of Directors on 5 December 2022.

The capital increase is scheduled for 19 September 2023.

The reservation period is from 5 June to 21 June 2023.

The subscription/cancellation period is from 2 to 7 August 2023.

The subscription price per share of TECHNIP ENRGIES (the “**2023 Subscription Price**”) in the context of the 2023 Offer will correspond with the reference price (the “**2023 Reference Price**”), minus a 20% discount. The 2023 Reference Price will be equal to the arithmetic average of each of the volume weighted average prices (VWAP) of the TECHNIP ENERGIES share (excluding opening and closing prices, and excluding application and off-market bloc trades), observed on the Bloomberg TE FP<Equity> AQR page for each of the twenty (20) trading days preceding the date of the decision of the Board of Directors, or, by delegation, of the Chief Executive Officer, setting the opening date of the subscription period (i.e. a period scheduled from 3 to 28 July 2023, minus a 20% discount.

## 2026 ESO PREAMBLE

On the occasion of the 2026 offer reserved for Employees (the “**2026 Offer**”), the Employees of the member companies of the Technip Energies’ PEGI have the option of participating in a classic fund and/or a leveraged fund. Within this framework, the following are created:

- 1 “T.EN Relais France 2026” fund – a bridge fund opened as part of the 2026 Offer, with 2 unit classes: T.EN Relais France 2026 – Classic and T.EN RELAIS 2026 – Leverage
- 1 “T.EN Relais International 2026” fund – a bridge fund opened as part of the 2026 Offer
- 1 “T. EN Leverage France 2026” sub-fund within the T.EN Shares France fund
- 1 “T.EN Leverage International 2026” sub-fund within the T.EN Shares International fund

Payments into this Fund will be made at the time of the capital increase reserved for the Company’s Employees within the framework of the PEGI and authorised by the General Meeting of 06 May 2025, the main terms of which were approved by the Board of Directors on 28 October 2025.

The capital increase is scheduled for [30 July 2026].

The reservation period is scheduled from 28 April to 12 May 2026.

The subscription/cancellation period is scheduled from [19 June to 23 June 2026].

The subscription price per share of TECHNIP ENERGIES (the “**2026 Subscription Price**”) in the context of the 2026 Offer will correspond with the reference price (the “**2026 Reference Price**”), minus a 20% discount. The 2026 Reference Price will be equal to the arithmetic average of each of the volume weighted average prices (VWAP) of the TECHNIP ENERGIES share (excluding opening and closing prices, and excluding application and off-market bloc trades), observed on the Bloomberg TE FP<Equity> AQR page for each of the twenty (20) trading days preceding the date of the decision of the Board of Directors, or, by delegation, of the Chief Executive Officer, setting the opening date of the subscription/cancellation period (i.e. a period scheduled from 19 to 23 June 2026).

## **TITLE I IDENTIFICATION**

### **ARTICLE 1 - DENOMINATION**

The Fund is named “T.EN SHARES INTERNATIONAL”.

It has three (3) sub-funds:

- the “T.EN Classic International” Sub-Fund
- the “T.EN Leverage International 2023” Sub-Fund
- the “T.EN Leverage International 2026” Sub-Fund

### **ARTICLE 2 – OBJECTIVE**

The objective of the Fund is to constitute a portfolio of financial instruments in accordance with the strategy defined in article 3 below. To this end, the Fund can only receive sums contributed to the PEGI.

Payments may be made by contributions of securities allocated free of charge to the Company’s employees, valued according to the rules applicable to the calculation of the net asset value.

The Fund will invest more than one-third of its assets in the securities of TECHNIP ENERGIES or a company affiliated thereto within the meaning of Article L. 214-165-1 I paragraph 2 of the French Monetary and Financial Code.

The “T.EN Classic International” Sub-Fund will invest more than one-third of its assets in the securities of TECHNIP ENERGIES or a company related to it within the meaning of Article L.214-165, I paragraph 2 of the Monetary and Financial Code.

The “T.EN Leverage International 2023” Sub-Fund will invest more than one-third of its assets in the securities of TECHNIP ENERGIES or a company affiliated thereto within the meaning of Article L.214-165-1, I paragraph 2 of the French Monetary and Financial Code.

The “T.EN Leverage International 2026” Sub-Fund will invest more than one-third of its assets in the securities of TECHNIP ENERGIES or a company affiliated thereto within the meaning of Article L.214-165-1, I paragraph 2 of the French Monetary and Financial Code.

The Sub-Funds will be closed to any further payments after the capital increase mentioned in the Preamble.

A glossary of terms is provided in Appendix 1 below.

### **ARTICLE 3 - MANAGEMENT STRATEGY**

#### **3.1 “T.EN Classic International” Sub-Fund**

This Sub-Fund is classed as a “fund invested in listed company securities”.

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

The management objective of the “T.EN Classic International” Sub-Fund is to allow the Unitholders to benefit from the growth of the Company by investing at least 98% of its assets in the shares of TECHNIP ENERGIES. The Sub-Fund may invest 100% of its assets in those shares.

The Sub-Fund may hold up to 2% of its assets in “money-market” UCITS and/or General Investment Funds, and cash equivalents.

The net asset value of the Fund will be closely linked to the value of TECHNIP ENERGIES shares and dependant on the future financial outlook of said company.

The objective of the Sub-Fund is to track the performance of the TECHNIP ENERGIES share listed on the EURONEXT stock exchange in PARIS, bearing in mind that the shareprice may move up and down.

The inclusion of sustainability factors (environmental, social and employee matters; respect for human rights; anti-corruption and anti-bribery matters) into the investment process is not deemed relevant because the Fund invests in the listed securities of the Company. The FCPE's investment policy does not allow for the possibility of being materially exposed to assets other than those securities.

The Management Company will not consider the adverse impacts of investment decisions on sustainability factors due to the investment policy of the Fund, which is categorised as a "fund invested in listed company securities".

The Sub-Fund is subject to a sustainability risk in relation to the listed securities of the company in which it invests, as defined in the risk profile.

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

### **Risk profile**

- **Risk of capital loss**: Investors are warned that their capital is not guaranteed and therefore may not be returned to them.
- **Concentration risk**: As TECHNIP ENERGIES shares constitute almost the entire portfolio, if the price of the TECHNIP ENERGIES share falls, the net asset value of the Sub-Fund will fall in a similar fashion.
- **Interest rate risk**: this is the risk of decline of interest-rate instruments resulting from fluctuating interest rates. The risk is measured by the overall sensitivity of the portfolio, which ranges from 0 to 0.5. In the event of a rise in interest rates, the net asset value may fall significantly.
- **Liquidity risk**: at times of low trading volumes on the financial markets, any purchase or sale transactions on the markets may lead to large market price fluctuations.
- **Sustainability risk**: this relates to an environmental, social and governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment.

### **Composition of the "T.EN Classic International" Sub-Fund**

The Sub-Fund will invest:

- At least 98% of its assets will be invested in TECHNIP ENERGIES shares;
- At most 2% of its assets in units or shares of "money-market" UCITS and/or General Investment Funds (FIVG).

### **Instruments used**

The instruments which may be used are as follows:

- TECHNIP ENERGIES shares listed on Euronext Paris and issued by TECHNIP ENERGIES and carrying voting rights;
- Instruments incorporating derivatives: the Sub-Fund may hold warrants or subscription rights. Any warrants or rights held as a result of transactions on the securities in the portfolio are permitted, as the Fund does not intend to acquire such assets directly.
- the units or shares of money-market UCITS and/or General Investment Funds (FIVG).
- the following alternative assets mentioned in article R 214-32-19 of the French Monetary and Financial Code within the limit of 2% of the assets:
  - units or shares of feeder UCITS or FIVG mentioned in Articles L. 214-22 and L. 214-24-57 of the Monetary and Financial Code;
  - units or shares of a UCITS or FIVG that has invested over 10% of its assets in units or shares of a Collective Investment Undertaking (CIU).

The Management Company may, on behalf of the Sub-Fund, borrow cash up to a limit of 10% of the Sub-Fund's assets and only in accordance with the Sub-Fund's purpose and management strategy. The Sub-Fund's portfolio cannot be pledged as security against such loans.

In accordance with Article 318-14 of the General Regulation of the French Financial Markets Regulator, subscribers are hereby informed that the Fund may invest in Collective Investment Undertakings that are managed by the Management Company or a related company.

These transactions seek to protect the value of the underlying asset in the Sub-Fund and/or achieve the management objective in accordance with the provisions of the French Monetary and Financial Code.

Calculation method for global exposure: This rule does not apply to the Sub-Fund.

### **3.2 “T.EN Leverage International 2023” sub-fund**

The “T.EN Leverage International 2023” Sub-Fund is categorised as a “Formula-based fund”.

#### **Management objective**

The management objective of the T.EN Leverage International 2023 Sub-Fund is to return to Unit Holders, at the Maturity Date or at an Early Release Date in Cases of Early Release, before any taxes and social security contributions, and provided the Swap (as defined below) has not been terminated and no adjustment is made to the Swap, an amount for each Unit equal to:

- the 2023 Subscription Price (as defined in the preamble),
- and the higher of either
  - o the Return, or
  - o the Protected Average Increase.

These terms are defined later in this regulation.

#### **Investment strategy:**

In order to achieve the management objective, the Management Company, acting in the name and on behalf of the T.EN Leverage International 2023 Sub-Fund, will enter into a Swap or any other swap agreement replacing it, with Crédit Agricole Corporate and Investment Bank (“CACIB”), in accordance with the conditions defined by the French Monetary and Financial Code.

The Supervisory Board will exercise the voting rights pertaining to all Shares held in the “T.EN Leverage International 2023” Sub-Fund in accordance with Article 8.2 “Supervisory Board” below.

The Management Company may pledge the portfolio of the T.EN Leverage International 2023 Sub-Fund to CACIB. In accordance with article L. 211-38 of the French Monetary and Financial Code, such a pledge will be combined with by a right of reuse over the TECHNIP ENERGIES shares held in the pledged account. For the General Meetings of TECHNIP ENERGIES, the shares affected by the right of reuse will be the subject matter of a restitution order by the Management Company so that the Fund’s Supervisory Board can exercise the voting rights attached to all TECHNIP ENERGIES shares held among the T.EN Leverage International 2023 Sub-Fund’s assets. The same will apply in the event of takeover bid. Where there is a proven illiquidity in the shares’ lending/borrowing that is noted prior to or at the time of a General Meeting, not all pledged securities may be returned in time. Consequently, the Supervisory Board may not be able to exercise all the voting rights attached to the shares of TECHNIP ENERGIES held in the assets of the T.EN Leverage International 2023 Sub-Fund.

The Management Company may, on behalf of the T.EN Leverage International 2023 Sub-Fund, borrow cash up to a limit of 10% of the Sub-Fund’s assets and only in accordance with the Sub-Fund’s purpose and management strategy. The T.EN Leverage International 2023 Sub-Fund’s portfolio cannot be pledged as security against such loans.

The Management Company is not authorised to sell or transfer all or part of TECHNIP ENERGIES shares making up the assets of the T.EN Leverage International 2023 Sub-Fund for reasons other than (i) the redemption of Units, (ii) the contribution or exchange as part of a financial transaction (in particular a takeover bid, merger, demerger), (iii) the unwinding of the Swap on the Maturity Date or in Cases of Early Release, or the termination of the Swap prior to this date, (iv) the performance of the obligations of the T.EN Leverage International 2023 Sub-Fund under the Swap and related transactions, or (v) where CACIB exercises the right to reuse the TECHNIP ENERGIES shares held in the pledged account.

The transactions described in the articles below seek to protect the value of the underlying asset in the T.EN Leverage International 2023 Sub-Fund and/or achieve the management objective in accordance with the provisions of the French Monetary and Financial Code. Those operations are not intended to boost performance or for speculation.

### **Description of the leverage mechanism**

The principal features of the leverage mechanism are as follows:

- the Employee subscribes to Units which are payable as soon as they are subscribed using the Employee's Personal Contribution;
- simultaneously, the T.EN Leverage International 2023 Sub-Fund enters into the Swap with CACIB whereby it receives from CACIB an amount equal to nine (9) times the Personal Contribution of each participant on the Start Date;
- the T.EN Leverage International 2023 Sub-Fund buys a number of TECHNIP ENERGIES shares equalling (i) the Personal Contribution of each Employee, plus (ii) the additional amount paid to the Sub-Fund by CACIB under the Swap, as stated above.

### **Swap**

The T.EN Leverage International 2023 Sub-Fund will enter into the Swap with CACIB no later than 19 September 2023.

For the purpose of the Swap:

- (i) the T.EN Leverage International 2023 Sub-Fund will pay to CACIB:
  - (a) an amount equivalent to the sum of all dividends, all rights and other distributions and income of any kind paid by TECHNIP ENERGIES on each payment date thereof;
  - (b) 100% of the price of the TECHNIP ENERGIES shares sold, either at maturity or, before this date, in Case of Early Release, on the Early Release Date t.
- (ii) CACIB will pay to the T.EN Leverage International 2023 Sub-Fund:
  - (a) on 19 September 2023, a sum equal to nine (9) times the product of the number of Units issued on this date by the Sub-Fund to Unit Holders and the 2023 Subscription Price. In this way, the Sub-Fund can pay the full subscription price for TECHNIP ENERGIES shares, that is 10% through Personal Contributions and the other 90% through the sum paid by CACIB under the Swap;
  - (b) for each Unit on the Maturity Date or on the date of an Early Release where Units must be redeemed before the Maturity Date, the 2023 Subscription Price plus the higher of either the Return or the Protected Average Increase (these terms are defined below);

These amounts are determined subject to the applicable social security contributions and taxation and provided that the Swap has not been terminated and no adjustment provided for in the Swap has been implemented.

In accordance with the regulations in force on this date, the Management Company, acting on behalf of the T.EN Leverage International 2023 Sub-Fund may terminate the Swap at any time subject to compliance with the provisions of Article 5 below. CACIB may also terminate the Swap if any one of the permitted termination scenarios occurs between the Start Date and the Maturity Date. The permitted termination scenarios are as follows:

1. A Default Event or Change of Circumstance as set out in Article 7 of the FBF Master Agreement Relating to Transactions on Forward Financial Instruments published in August 2001 and amended by its appendices, including the Fiscal Appendix agreed by the T.EN Leverage International 2023 Sub-Fund and CACIB; and
2. Termination events specified in the confirmation of the Swap include the following:
  - in the event of a public exchange offer for the shares of TECHNIP ENERGIES, the liquidity or lending/borrowing costs of these shares or of the shares being exchanged is affected with regard to the conditions provided for by the confirmation of the Swap;
  - in the event of a successful takeover bid for the shares of TECHNIP ENERGIES the Supervisory Board of the Fund has decided to contribute these shares to the relevant bid or the liquidity or the

- lending/borrowing costs of these shares is affected with regard to the conditions provided for in the confirmation of the Swap;
- in the event of an issuer bid for the shares of TECHNIP ENERGIES (i) in which the decision of the Supervisory Board to tender the shares or not does not allow the financial balance of the Swap to be maintained or (ii) affecting the liquidity or the lending/borrowing costs of these shares with regard to the conditions provided for in the confirmation of the Swap;
  - where, during the pre-tender offer period, the liquidity or the borrowing/lending costs of the TECHNIP ENERGIES shares or of the shares replacing it is affected with regard to the conditions provided for by the confirmation of the Swap;
  - where TECHNIP ENERGIES is spun off, is absorbed by another company or into a newly created company or other similar events, the liquidity or the lending/borrowing costs of the shares of TECHNIP ENERGIES or of the shares replacing it is affected with regard to the conditions provided for by the confirmation of the Swap;
  - transfer of the listing of the TECHNIP ENERGIES share to another sub-fund on Euronext Paris stock exchange or to another exchange affecting the liquidity or lending/borrowing costs of the TECHNIP ENERGIES shares or of the shares replacing it with regard to the conditions provided for in the confirmation of the Exchange Transaction;
  - listings of shares of TECHNIP ENERGIES in a currency other than the Euro which does not allow the financial balance of the Swap to be maintained;
  - delisting or announcement of the delisting of the TECHNIP ENERGIES share from Euronext Paris;
  - all other situations where the liquidity or the lending/borrowing costs of the TECHNIP ENERGIES shares is affected with regard to the conditions provided for in the confirmation of the Swap, subject to the provisions applicable in the event of a proven lack of liquidity in the shares' borrowing/lending;
  - change in CACIB risk;
  - modification of the regulations applicable to the right of reuse granted to CACIB over the pledged TECHNIP ENERGIES shares or the employee shareholding funds, which deteriorates or modifies the regulatory ratios and/or any collateralisation obligation;
  - the nationalisation or announcement of the nationalisation of TECHNIP ENERGIES or the insolvency or initiation of any procedure to handle the cease of trade governed by French law, or a court decision having the effect of opening insolvency proceedings in the case of Dutch law, or any equivalent proceedings governed by foreign law;
  - under certain conditions, in the event of a change in the applicable tax system or in certain taxes.

In the above cases, CACIB may terminate after a consultation period as provided for in the Swap.

Provided that the Swap is not terminated and that no adjustment provided for in the Swap is implemented, the Unit Holder shall not receive an amount lower than the sum of the 2023 Subscription Price plus the higher of either the Return or the Protected Average Increase for each subscribed Unit before any applicable taxes and social security contributions.

### Calculation of the Protected Average Increase and the Return

#### Protected Average Increase

On any Early Release Date  $t$ , the Protected Average Increase for each Unit (hereinafter referred to as the “**Protected Average Increase**”) will be determined according to the following formula:

Protected Average Increase  $t =$

$$\alpha \times (\text{Average Monthly Record } t - 2023 \text{ Reference Price})$$

This offer may be adjusted in accordance with the Swap.

where:

$\alpha$  is 9.2, subject to possible adjustments in accordance with the provisions of the Swap;

“**Average Monthly Record  $t$** ” is the arithmetic average of the sixty (60) recorded prices  $i$ . In the case of an Early Release, this average will be calculated using (i) the Records  $i$  obtained between 19 September 2023 and the Early Release Date  $t$  (inclusive) and, (ii) the Share's closing price on the Early Release Date  $t$  or, if higher, the 2023 Reference Price, with that last price reproduced for each of the remaining prices to be recorded between the Early Release Date  $t$  and the Maturity Date until sixty (60) Records  $i$  are obtained;

“**Protected Average Increase**” is the difference between the Average Monthly Record t and the 2023 Reference Price;

“**Record i**” refers to the greater of the following two amounts: (i) the closing price of the Share on the Record Date i, and (ii) the 2023 Reference Price. Each recorded price is subject to adjustment in accordance with the Swap;

“**Record Date i**” refers to the last Trading Day of the relevant month “i”. The first Record Date occurs on 29 September 2023. The last Record Date will be 31 August 2028;

“**2023 Reference Price**” is defined in the Preamble to these regulations;

“**Stock Exchange**” refers to the Euronext Paris regulated market or any other market which may be replace it in case of application of the provisions of the Swap;

“**Trading Day**” means a day on which the Stock Exchange is open for the determination of market prices which is also a working day outside of France;

“**Share(s)**” means the share(s) of Technip Energies.

**Please note that the Protected Average Increase uses the 2023 Reference Price as its baseline.**

### **Return**

On any Early Release Date t and on the Maturity Date, the return for each Unit (the “**Return**”) will be determined in accordance with the following offer:

#### **On an Early Release Date t:**

$$\text{Return} = [(1+4\%)^{(\text{No.D}/365)} - 1] \times 2023 \text{ Subscription Price}$$

where “**No.D**” is the exact number of days between the Start Date (included) and the Early Release Date t (excluded)

#### **On the Maturity Date:**

$$\text{Return} = 21.67\% \times 2023 \text{ Subscription Price}$$

### **Advantages and disadvantages of the offer**

Advantages:

The Unitholder receives, both at maturity and in the event of Early Release, an amount equal to his Personal Contribution plus the maximum of either the Protected Average Increase or the Return.

As part of the leveraging mechanism, a bank supplement allows the Sub-Fund to invest the Unitholder’s personal contribution at a factor of ten (10).

The shareprice is recorded 60 times, which allows for a smooth calculation of the potential Protected Average Increase.

If the monthly price recorded for the Technip Energies share is below the 2023 Reference Price, the shareprice taken into account for that month will be equal to the 2023 Reference Price. Thus, if the shareprice falls below the 2023 Reference Price, this will not have a negative impact on the Protected Average Increase.

The above-listed advantages are before taxes and social security contributions and contingent on the Swap not being cancelled and/or undergoing any adjustment.

Disadvantages:

The Unitholder waives the dividends and other rights and proceeds of TECHNIP ENERGIES shares, as well as the direct benefit of the discount.

The Unitholder will not fully benefit from any increase in the price of the TECHNIP ENERGIES share. Any capital gain receivable by the Unitholder will depend on the protected average increase in the shareprice recorded over the entire period.

In the event that the Swap is terminated or undergoes an adjustment as provided for in the Swap agreement, the value of the Units will depend on market conditions. If the Swap is terminated by the Management Company, the Unitholder may receive a sum less than his or her Personal Contribution.

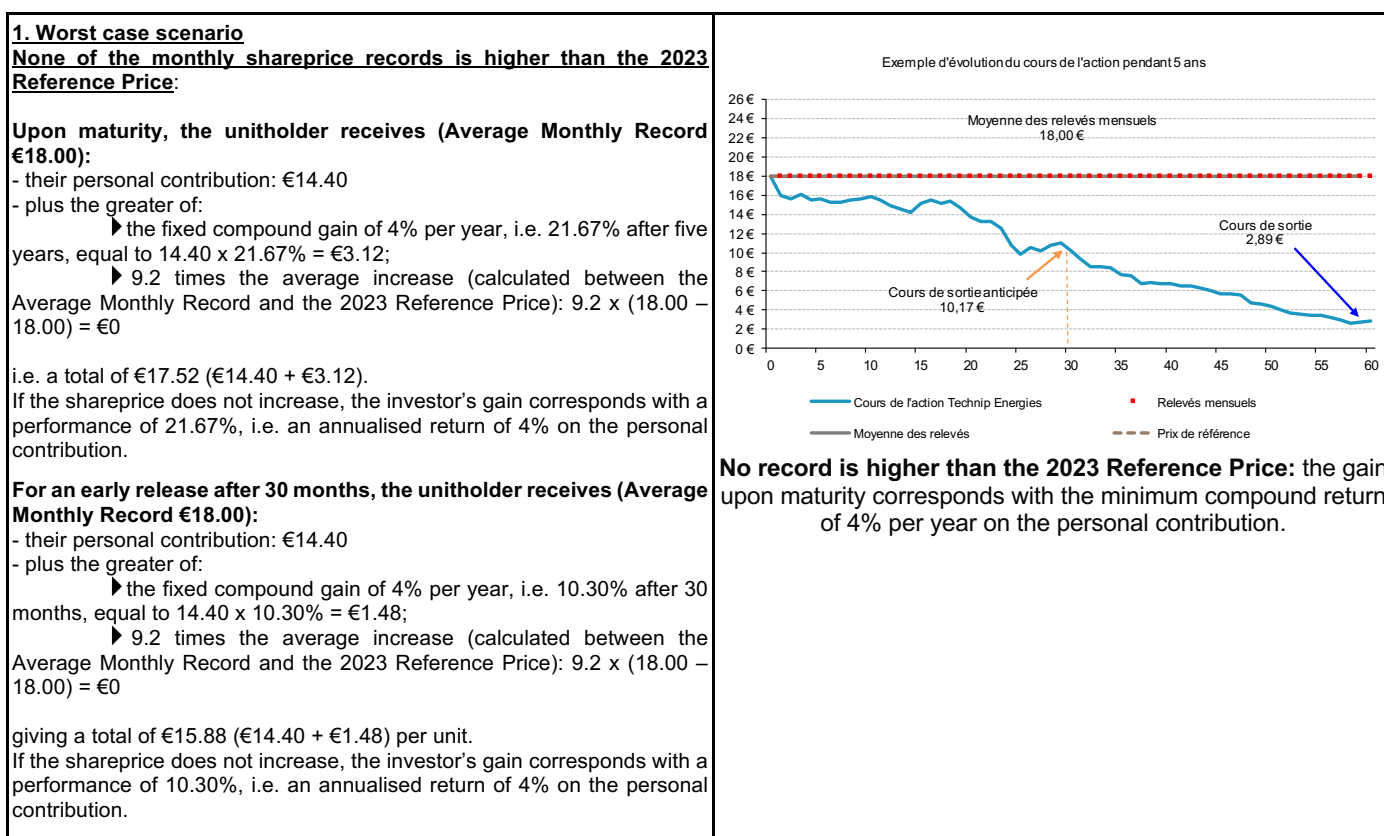
Due to the principle of averaging, the average increase of the Share may be lower than the actual increase in the TECHNIP ENERGIES share at the Early Release Date t or at maturity.

### Illustration of the offer

The following examples are solely for the purposes of demonstrating how the leverage mechanism in this investment works. They do not predict in any way past, present or future performances of the Sub-Fund.

The following assumptions are made in these examples:

- Non-discounted share purchase price of €18.00 (the “2023 Reference Price”)
- Discounted purchase price of €14.40 (the “2023 Subscription Price”)





Unit Holders hold a guarantee on their capital (the “**Capital Guarantee**”). Under the terms of the Capital Guarantee, the Guarantor guarantees to the Unit Holders, before the applicable taxation and the social security contributions as stated in the Capital Guarantee, and provided that the Swap has not been terminated, a net asset value for each Unit (the “**Protected Value**”) equal to the sum of (i) the 2023 Subscription Price and (ii) the higher between the Return and the Protected Average Increase.

If the Swap is terminated, the Protected Value for each Unit on the termination date of the Swap will be the sum of:

- (i) the present value of the 2023 Subscription Price, and
- (ii) the market value (related to one Unit) of the hedging instruments on the termination date of the Swap, as calculated under the conditions set out below.

If CACIB terminates the Swap, the Protected Value will be at least equal to the 2023 Subscription Price plus the Return calculated on the termination date.

CACIB, in its capacity of calculation agent, will calculate the market value, on the termination date, of hedging instruments with the TECHNIP ENERGIES share as the underlying asset, in accordance with the terms of the Swap. The following are taken into account for the determination of this value: the Records i preceding the termination date of the Swap, the closing prices of the TECHNIP ENERGIES share that CACIB requires to unwind the hedging instruments, the period remaining between the Swap’s termination date and the Maturity Date, interest rates, the volatility of the TECHNIP ENERGIES share and estimated dividends.

The Guarantor is entitled to use any estimate, valuation, finding, adjustment, determination or calculation made or that may be made in connection with the Swap for the determination of the amounts to be paid to each Unitholder under the Capital Guarantee.

The determination and payment of the sums due by the Guarantor for the Capital Guarantee are also understood to be before any tax or withholding of a fiscal or social nature that may be due personally by the Unitholder, which may be deducted from the Capital Guarantee paid out by the Guarantor and which will be borne by the Unitholders.

The determination of the amounts due by the Guarantor under this Capital Guarantee is also understood to be before any tax, duty or deduction of a fiscal or social nature (currently in force or in the future) which would affect or would come to affect, as the case may be, the FCPE, its assets, the income from its assets, the transactions concluded by the T.EN Leverage International 2023 Sub-Fund (delivered repos, securities lending, etc.), any exercise by CACIB of its right of reuse, the Swap and the payments or delivery due under (x) transactions (securities lending, etc.) entered into by the T.EN Leverage International 2023 Sub-Fund and (y) the Swap to the extent that any such tax, duty or withholding of a fiscal or social nature is likely to give rise to an adjustment of the  $\alpha$  in accordance with the provisions of the Swap Confirmation.

The sums due by the Guarantor under the Capital Guarantee shall be reduced by the tax or social security charges (referred to in the previous paragraph) thus established (through, where applicable, a downward adjustment of the  $\alpha$ ).

If necessary, the determination and payment of the sums due by the Guarantor under the Capital Guarantee are also understood to be before any tax, duty or withholding of a fiscal or social nature which may be owed by the Unitholder on the sums paid by the Guarantor under the Capital Guarantee.

The Guarantor may cancel the Capital Guarantee in the following cases:

- (a) In the event that the T.EN Leverage International 2023 Sub-Fund, contrary to its management strategy as defined in Article 3 of this regulation, disposes of or transfers a substantial unit of the Technip Energies shares it holds (except in the case of repurchase agreements, securities lending, reuse or transactions entered into by the Sub-Fund and CACIB) or substantially changes the composition of its assets; or
- (b) in the event that any of the following transactions are carried out without the prior consent of CACIB:
  - (i) change of management company and/or depository of the FCPE to a management company and/or depository without similar reputation, professionalism and financial soundness;
  - (ii) decision to merge, split, change the management strategy or liquidation of the T.EN Leverage International 2023 Sub-Fund, as well as where the assets of the Sub-Fund would no longer meet its debts, commitments and obligations and no longer benefit from the claims relating to this T.EN Leverage International 2023 Sub-Fund;

- (iii) substitution or decision to substitute a new counterparty for CACIB under the Swap;
- (iv) more generally, any modification (with the exception of those that may be requested by CACIB) of the provisions of the Fund relating to the T.EN Leverage International 2023 Sub-Fund, insofar as such modification leads or may lead, immediately or in the future, to an increase in the risks borne by CACIB and/or the Guarantor, an increase in the commitments of CACIB and/or the Guarantor or a prejudice to CACIB's and/or the Guarantor's rights, such as, in particular, a deterioration in the net assets of the T.EN Leverage International 2023 Sub-Fund that would result in the net asset value of the Units of the T.EN Leverage International 2023 Sub-Fund, on the Maturity Date, on each Early Release Date or on the date of termination of the Swap, not allowing the Unit Holder to receive an amount equal to the Protected Value under the Capital Guarantee for each Unit subscribed, before taking into account any applicable social security and tax deductions.

The Management Company undertakes to inform the Guarantor by email prior to any above-mentioned event, as soon as the Management Company is aware of the likelihood of such an event arising.

The Guarantor then has a period of seven (7) Working Days as from the date of receipt of the above-mentioned information to inform the Management Company by email of its intention to terminate the Capital Guarantee, if necessary.

In this case, the relevant bodies of the Fund under the terms of the Fund regulation will do their best to replace the Guarantor as soon as possible with a new guarantor (the “**New Guarantor**”) which satisfies the criteria required by the Financial Markets Regulator (Autorité des Marchés Financiers), in accordance with the provisions of the regulation of the Fund. As from the date that the New Guarantor takes up office, or the date on which the event takes effect, if the latter is earlier, the Guarantor shall be released from its duties for the Capital Guarantee, after payment of the sums due in the event that the Capital Guarantee is implemented under the conditions provided in Article II above (following redemption requests concerning Units sent to the Management Company before this date).

The Capital Guarantee may in no way be called in for the redemption of Units based on a net asset value after the Maturity Date or after the date of termination of the Swap.

The Capital Guarantee will expire thirty (30) days after the Maturity Date or, for any Unitholder applying for an Early Release, thirty (30) after the Early Release Date t (only for the number of Units being redeemed) or, where the Swap is terminated, thirty (30) days after the termination date of the Swap.

#### **Composition of the “T.EN Leverage International 2023” Sub-Fund:**

The Sub-Fund intends to invest 100% of its assets, excluding the Swap, in TECHNIP ENERGIES shares. It may, as an exception, hold up to 2% of its assets in units or shares of money-market UCITS and/or General Investment Funds so that it can invest any cash and cash equivalents held.

#### **Risk profile:**

Counterparty risk: The T.EN Leverage International 2023 Sub-Fund uses a total return swap agreement. This transaction, entered into with a counterparty, exposes the T.EN Leverage International 2023 Sub-Fund to a risk that the counterparty defaults and/or fails to fulfil the Swap, which could result in substantial losses to the Sub-Fund. This risk cannot be compensated by any financial collateral received.

Liquidity risk: T.EN Leverage International 2023 may be exposed to difficulties in trading or a temporary inability to trade in certain securities in which T.EN Leverage International 2023 Sub-Fund invests or securities received as collateral.

Legal risk: recourse to a total return swap (TRS) contract may entail legal and contractual risks.

Complex products risk: the use of complex products, such as derivatives, may amplify the variations in the net asset value of the T.EN Leverage International 2023 Sub-Fund.

Sustainability risk: this relates to an environmental, social and governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment.

### **If the Swap is terminated:**

**Risk of capital loss:** the investor's capital will no longer be guaranteed and they may lose some or all of their investment if the Management Company terminates the Swap or if changes are made to the taxes and social security withholdings that could apply to the T.EN Leverage International 2023 Sub-Fund, to the Unit Holders, to the assets of the Sub-Fund or to the transactions entered into by the Sub-Fund or, more generally, in the event of a change in the taxation or levies applicable to the Sub-Fund or CACIB as stated in the Swap.

**Interest rate risk:** this is the risk of decline of interest-rate instruments resulting from fluctuating interest rates. The risk is measured by the overall sensitivity of the portfolio. In the event of a rise in interest rates, the net asset value may fall significantly.

**Credit risk:** during the term of the structured product, the default of a counterparty or issuer could result in substantial losses to the net asset value of the T.EN Leverage International 2023 Sub-Fund.

### **Instruments used**

The instruments which may be used are as follows:

The financial instruments stated below whether regulated by French law or any other law:

- TECHNIP ENERGIES shares listed on Euronext Paris;
- units or shares of money-market undertakings for collective investment in transferable securities (UCITS) and/or "Money Market" General Investment Funds (FIVG) to invest any cash held in the Fund;
- the following alternative assets mentioned in article R 214-32-19 of the French Monetary and Financial Code and referring to other articles of the code, within the limit of 10% of the assets:
  - o - units or shares of feeder UCITS or FIVG mentioned in articles L 214-22 and L. 214-24-57 of the French Monetary and Financial Code;
  - o - units or shares of UCITS or FIVG with over 10% invested in shares or units of Collective Investment Undertaking (CIUs);
- The Swap agreed with CACIB as described above or any other swap which may replace it.

#### **Competitive procedure for selecting the counterparty:**

The issuer performed a questionnaire-based competition among several conditions. CACIB was chosen because it had the largest experience in organising leveraged employee share plans.

The chosen counterparty:

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, an accredited credit institution for investment services with its head office at 12, Place des Etats-Unis – CS 70052 – 92547 Montrouge Cedex (FRANCE) and listed in the Nanterre Trade and Companies Registry under number 304,187,701.

For information purposes, the Swap will represent -90% of the value of securities on creation of the Sub-Fund. Its value will change as the price of the underlying security changes. The Swap covers 100% of the Shares.

#### **Information on financial guarantees received in the context of counterparty risk (Swap):**

Type of financial collateral:

As part of OTC derivative transactions and the use of pledged Shares, the T.EN Leverage International 2023 Sub-Fund may receive securities as collateral.

These securities must fulfil the criteria set out by the Management Company. They must be:

- liquid;
- transferable at any time;
- issued by high-quality issuers;
- issued by an issuer that is not an entity of the counterparty or part of the counterparty's group.

In the case of bonds, the securities must also be issued by issuers located in an OECD country and of high quality whose rating could range from AAA to BBB- on the Standard & Poor's scale or benefiting from a rating deemed equivalent by the Management Company. Bonds must have a maximum maturity of 50 years.

Haircuts may be applied to the collateral received, taking into account the credit quality, price volatility of the securities and the outcome of stress tests.

Reuse of collateral received:  
Securities received as collateral will not be reused.  
The Depositary will hold these assets.

Reuse of securities collateral received:

Securities received as collateral will not be reused. The Depositary will hold these assets.

- Cash borrowings up to a limit of 10% of the T.EN Leverage International 2023 Sub-Fund's assets and only in accordance with the Sub-Fund's purpose and management strategy.

In accordance with Article 318-14 of the General Regulation of the French Financial Markets Regulator, subscribers are hereby informed that the Fund may invest in Collective Investment Undertakings that are managed by the Management Company or a related company.

Calculation method for global exposure: This rule does not apply to the Sub-Fund.

### **3.3 "T.EN Leverage International 2026" Sub-Fund**

The T.EN Leverage International 2026 Sub-Fund is categorised as a "Formula-based fund".

#### **Management objective**

The management objective for the "T.EN Leverage International 2026" Sub-Fund is to offer an investment product allowing Unit Holders, at maturity on 30 July 2031 ("**Maturity Date**") or on any early release date ("**Redemption Date**"), in Cases of Early Release, before the applicable taxation and social security contributions and at constant exchange rates, provided that the Swap has not been terminated, and no adjustment provided for in the Swap has been implemented, to receive for each Unit a sum equal to the 2026 Subscription Price, plus the highest of the two following amounts:

- the Guaranteed Minimum Return
- the Protected Average Increase in the TECHNIP ENERGIES shareprice

These terms are defined later in these regulations ("**Guaranteed Net Asset Value**").

#### **Investment strategy**

In order to achieve the management objective, the Management Company, acting in the name and on behalf of the "T.EN Leverage International 2026" Sub-Fund, will enter into the Swap described below or any other swap agreement replacing it, with SOCIETE GENERALE, in accordance with the conditions defined by the French Monetary and Financial Code.

The Management Company may, on behalf of the "T.EN Leverage International 2026" sub-fund, borrow cash up to a limit of 10% of the sub-fund's assets and only in accordance with the sub-fund's purpose and management strategy. The "T.EN Leverage International 2026" sub-fund is not intended to be a cash borrower. The sub-fund's portfolio cannot be pledged as security against such loans.

The portfolio of the "T.EN Leverage International 2026" sub-fund may be pledged to SOCIETE GENERALE. In accordance with Article L. 211-38 of the French Financial and Monetary Code, such a pledge will be combined with a right to use the Shares held in the pledged account. For the general meetings of TECHNIP ENERGIES shareholders, the pledged account must be credited with the number of Shares which have been the subject of the right of use granted to SOCIETE GENERALE so that the Fund's Supervisory Board can exercise the voting rights attached to the Shares held among the assets of the "T.EN Leverage International 2026" sub-fund. The same shall apply, unless the Supervisory Board decides to lend or deliver the Shares to SOCIETE GENERALE, in the event of a tender offer for the Share. Where there is a proven illiquidity in the shares' lending/borrowing that is noted prior to or at the time of a General Meeting, not all pledged securities may be returned in time. Consequently, the Supervisory Board may not be able to exercise all the voting rights attached to the shares of TECHNIP ENERGIES held in the assets of the T.EN Leverage International 2026 Sub-Fund.

The Management Company is not authorised to sell or transfer all or part of Shares making up the assets of the “T.EN Leverage International 2026” sub-fund for reasons other than (i) the redemption of Units, (ii) the contribution or exchange as part of a financial transaction (in particular a takeover bid, merger, demerger), (iii) the unwinding of the Swap on the Maturity Date or the termination of the Swap prior to this date, (iv) the performance of the obligations of the “T.EN Leverage International 2026” sub-fund under the Swap or (v) where SOCIETE GENERALE exercises the right to use the Shares held in the pledged account referred to in the previous paragraph.

The transactions described below seek to protect the value of the underlying asset in the “T.EN Leverage International 2026” sub-fund and/or achieve the management objective in accordance with the provisions of the French Monetary and Financial Code. Those operations are not intended to boost performance or for speculation.

### 3.3.1 Description of the leverage mechanism

The principal features of the mechanism are as follows:

- the employee subscribes for Units in the “T.EN Leverage International 2026” sub-fund, payable from their Personal Contribution as soon as they are acquired;
- simultaneously, the “T.EN Leverage International 2026” sub-fund enters into the Swap with SOCIETE GENERALE whereby it receives from SOCIETE GENERALE, no later than on the completion date of the 2026 Offer (“**Start Date**”) an amount equal to nine (9) times the Personal Contribution of each Unit Holder;
- the “T.EN Leverage International 2026” sub-fund buys a number of TECHNIP ENERGIES shares equalling (i) the Personal Contribution of each Unit Holder, plus (ii) the additional amount paid to the “T.EN Leverage International 2026” sub-fund by SOCIETE GENERALE under the Swap, as stated above.

### 3.3.2 Swap

The “T.EN Leverage International 2026” sub-fund will enter into the Swap with SOCIETE GENERALE no later than the Start Date.

For the purpose of the Swap:

(i) the “T.EN Leverage International 2026” sub-fund will pay to SOCIETE GENERALE:

- as and when received, an amount equivalent to the sum of all income attached to the Shares held by the sub-fund and income of all kinds received by the sub-fund;
- on the Maturity Date or on any Redemption Date, for each Share held by the sub-fund, or as the case may be, corresponding with the Units redeemed in Cases of Early Release, an amount equal to the sale price of the Share, respectively, on the Maturity Date or on the Redemption Date.

(ii) SOCIETE GENERALE will pay to the “T.EN Leverage International 2026” sub-fund:

at the latest on the Start Date: an amount equal to nine (9) times the amount of the Personal Contribution paid into the “T.EN Leverage International 2026” sub-fund by the Unit Holders;

on the Maturity Date or, as the case may be, on any Redemption Date, for each Unit held or redeemed, as the case may be, the 2026 Subscription Price plus the higher of the following amounts: the Guaranteed Minimum Return or the Protected Average Increase.

It should be noted that (a) in accordance with the regulations applicable on the date hereof, the Management Company, acting in the name and on behalf of the “T.EN Leverage International 2026” sub-fund, may terminate the Swap at any time taking into account the interests of the unit holders and (b) SOCIETE GENERALE may terminate the Swap in the event of the occurrence, between the Start Date and the Maturity Date, of one of the termination events mentioned in article 4 (*Term*) of the Guarantee which would result in the termination of the Guarantee and indicated in Article 3.3.4 hereof and in the other cases mentioned in the confirmation of the Swap. In this case, specific rules are laid down for determining the amount paid to the sub-fund.

Termination events specified in the confirmation of the Swap include the following:

A. Default Event or Change of Circumstance as set out in Article 7 of the FBF Master Agreement, amended by its Fiscal Annex;

b. Exceptional Events: public exchange offer or takeover bid for the Share; mixed offer, alternative offer or principal offer with one or more subsidiary options in which the Shares are exchanged for both securities and the payment of cash; public buy-back offer or any other public offer for the Share or any event having characteristics or effects similar to a public offer; demerger, merger where the Issuer is absorbed by another company, or where a new company is created and other similar events, affecting the liquidity of the Share; transfer of the principal listing of the Share to another compartment of Euronext Paris or to another regulated market affecting the liquidity of the Share; delisting of the Share; nationalisation of the Issuer; insolvency proceedings against the Issuer; any other situation in which the liquidity of the Share is affected (as specified in the Swap confirmation); and

c. The occurrence of an event referred to in the confirmation of the Swap which should in principle lead to an adjustment of the parameters of the Guaranteed Net Asset Value formula and/or of the formula itself but for which, in the reasonable opinion of the Agent, such adjustment would not be possible or would not be sufficient to compensate for the impact of said event.

The term “**Issuer**” means TECHNIP ENERGIES or any company that replaces it pursuant to the provisions of the confirmation of the Swap.

The Swap may also be terminated if one of the contracts required to enable the sub-fund to achieve its management objective and listed in the confirmation of the Swap Transaction is not entered into and/or is not maintained until the Maturity Date.

For each Unit subscribed for, and provided that the Swap has not been terminated and that no adjustment provided for in the Swap has been implemented, on the dates stated in this Article, the Unit Holder may not receive an amount before taxation and applicable social security contributions and at constant exchange rates, lower than the sum (i) of the 2026 Subscription Price, plus (ii) the higher of the two following amounts: the Guaranteed Minimum Return or the Protected Average Increase.

- Calculation of the Guaranteed Minimum Return

On a Redemption Date or on the Maturity Date, the compound return of 4% per year over the period since the Start Date (hereinafter the “**Guaranteed Minimum Return**”) will be determined based on the following formula:

$$\text{Guaranteed Minimum Return} = 2026 \text{ Subscription Price} \times [(1 + 4\%)^{n/365} - 1]$$

Where n = the exact number of days elapsed between the Start Date (included) and, as the case may be, the relevant Redemption Date or the Maturity Date (excluded).

- Calculation of the Protected Average Increase

On a Redemption Date or on the Maturity Date, the Protected Average Increase (hereinafter the “**Protected Average Increase**”) is equal to the product of (i) the Multiple and (ii) the difference between the Average Shareprice and the 2026 Reference Price.

With:

- “**Multiple**” representing 9.2

- “**Average Shareprice**” means for each Trading Day from the Start Date (inclusive) to the Maturity Date (inclusive):

- if the Trading Day falls before the first Date of Finding, the higher of the two following amounts: (i) the Current Price on this Trading Day and (ii) the 2026 Reference Price;
- if the Trading Day is on or after the first Date of Finding (inclusive), the sum of (i) all Monthly Prices recorded from the first Date of Finding (inclusive) to the relevant Trading Day (exclusive) and (ii) the product

of (x) the higher of the following two amounts: (α) the Current Price on the relevant Trading Day and (β) the 2026 Reference Price by (y) the number of Dates of Finding remaining between the relevant Trading Day (inclusive) and the last Date of Finding (inclusive), divided by 60.

- “**Monthly Price**”: on each Date of Finding, means the greater of the two following amounts: (i) the Current Price on the Date of Finding and (ii) the 2026 Reference Price

- “**Current Price**” means, for each Trading Day, the closing price of the Share on Euronext Paris, subject to postponement in the event of market disruption in accordance with the provisions of the Swap.

- “**Date of Finding**” means the last Trading Day of each calendar month, from 31/07/2026 to 30/06/2031.

The Average Price on the Maturity Date is therefore equal to the arithmetic average of the 60 Monthly Prices recorded from 31/07/2026 to 30/06/2031.

The parameters of these formulas may be adjusted in accordance with the provisions of the Exchange Transaction.

### **3.3.3 Advantages and disadvantages of the multiple offer**

Advantages:

The Personal Contribution is guaranteed on any early release date and at maturity on 30 July 2031, except in the event of termination of the Swap.

Unit Holders are guaranteed to receive, at maturity or in Cases of Early Release, the higher of a compound return of 4% per year on their Personal Contribution and, for each Unit held, the Protected Average Increase.

Calculating the Protected Average Increase:

- helps smooth Share performance, by calculating gains based on the arithmetic mean of the Share prices,
- provides additional protection, as every reading lower than the 2026 Reference Price is automatically replaced with said Reference Price when calculating the average.

A drop in the share price below the 2026 Reference Price will not have any negative effect on the Protected Average Increase.

All the advantages listed above are understood to be before deduction of the applicable social security contributions and taxation and provided that the Swap has not been terminated and/or no adjustment provided for in the Swap has been implemented.

Disadvantages:

In return for the leveraged nature of the investment and the guarantee, the Unit Holder waives their right to:

- any dividends, rights or earnings attached to the Shares and other assets held in the “T.EN Leverage International 2026” sub-fund,
- the 20% discount (difference between the 2026 Reference Price and 2026 Subscription Price) and
- a portion of any final increase in the Share price on all Shares acquired by the sub-fund.

Unit Holders can avail of this entire scheme until the Maturity Date unless the Swap is terminated, and provided no adjustment has been implemented in the Swap.

In the event that the Swap is terminated by the Management company acting on behalf of the “T.EN Leverage International 2026” sub-fund and in the interests of the unit holders, the Unit Holder may receive an amount lower than their Personal Contribution.

## Illustration of the offer

Quantified examples are given for information purposes only, to illustrate the mechanism of the offer, and are not indicative of the sub-fund's past, present or future performance.

The assumptions made in these examples are:

- Non-discounted share purchase price €35 (the "2026 Reference Price")
- Discounted purchase price of €28 (the "2026 Subscription Price")

### **1. Worst case scenario**

#### **None of the monthly shareprice records is higher than the 2026 Reference Price:**

#### **Upon maturity, the unitholder receives (Average Monthly Record €35):**

- their personal contribution: €28
- plus the greater of:
  - the fixed compound gain of 4% per year, i.e. 21.67% after five years, equal to  $28 \times 21.67\% = €6.07$ ;
  - 9.2 times the average increase (calculated between the Average Monthly Record and the 2026 Reference Price):  $9.2 \times (35 - 35) = €0$

i.e. a total of €34.07 (€28 + €6.07).

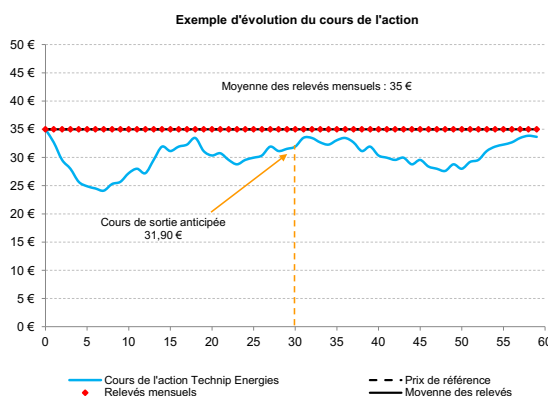
If the share price does not increase, the investor's gain corresponds with a performance of 21.67%, i.e. an annualized return of 4% of the personal contribution.

#### **For an early release after 30 months, the unitholder receives (Average Monthly Record €35):**

- their personal contribution: €28
- plus the greater of:
  - the fixed compound gain of 4% per year, i.e. 10.34% after 30 months, equal to  $28 \times 10.34\% = €2.90$ ;
  - 9.2 times the average increase (calculated between the Average Monthly Record and the 2026 Reference Price):  $9.2 \times (35 - 35) = €0$

giving a total of €30.90 (€28 + €2.90) per unit.

If the shareprice does not increase, the investor's gain corresponds with a performance of 10.34%, i.e. an



**No record is higher than the 2026 Reference Price:** the gain upon maturity corresponds with the minimum compound return of 4% per year on the personal contribution.

annualised return of 4% on the personal contribution.

**2. Intermediate scenario Several records are higher than the 2026 Reference Price:**

**Upon maturity, the unitholder receives (Average Monthly Record €36.20):**

- their personal contribution: €28
- plus the greater of:
  - the fixed compound gain of 4% per year, i.e. 21.67% after five years, equal to  $28 \times 21.67\% = €6.07$ ;
  - 9.2 times the average increase (calculated between the Average Monthly Record and the 2026 Reference Price):  $9.2 \times (36.20 - 35) = €11.04$

giving a total of €39.04 (€28 + €11.04) per unit.

This is a 39.43% gain, i.e. a compound annual return of 6.87% on their personal contribution.

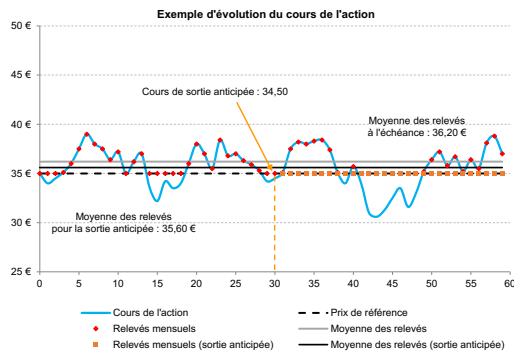
**For an early release after 30 months, the unitholder receives (Average Monthly Record €35.60):**

- their personal contribution: €28
- plus the greater of:
  - the fixed compound gain of 4% per year, i.e. 10.34% after 30 months, equal to  $28 \times 10.34\% = €2.90$ ;
  - 9.2 times the average increase (calculated between the Average Monthly Record and the 2026 Reference Price):  $9.2 \times (35.60 - 35) = €5.52$

giving a total of €33.52 (€28 + €5.52) per unit.

This is a 19.71% gain, i.e. a compound annual return of 7.43% on their personal contribution.

The average gain is calculated using the 2026 Reference Price (€35) and not the 2026 Subscription Price (€28); therefore, the unit holder loses the direct benefit of the 20% discount. However, every record



**As several records are higher than the 2026 Reference Price, the average increase is higher than the minimum return:** the gain upon maturity therefore equals the multiple of the average increase in the shareprice.

lower than the 2026 Reference Price is replaced with the 2026 Reference Price, thus ensuring extra protection.

### 3. Favourable case

#### Numerous records are higher than the 2026 Reference Price:

#### **Upon maturity, the unitholder receives (Average Monthly Record €41.60):**

- their personal contribution: €28
- plus the greater of:
  - the fixed compound gain of 4% per year, i.e. 21.67% after five years, equal to  $28 \times 21.67\% = €6.07$ ;
  - 9.2 times the average increase (calculated between the Average Monthly Record and the 2026 Reference Price):  $9.2 \times (41.60 - 35) = €60.72$

giving a total of €88.72 (€28 + €60.72) per unit.

This is a 216.86% gain, i.e. a compound annual return of 25.93% on their personal contribution.

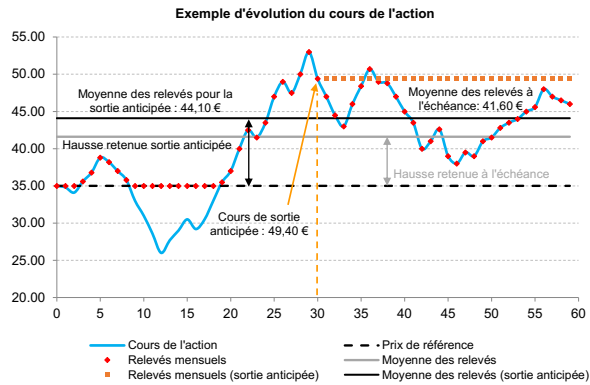
#### **For an early release after 30 months, the unitholder receives (Average Monthly Record €44.10):**

- their personal contribution: €28
- plus the greater of:
  - the fixed compound gain of 4% per year, i.e. 10.34% after 30 months, equal to  $28 \times 10.34\% = €2.90$ ;
  - 9.2 times the average increase (calculated between the Average Monthly Record and the 2026 Reference Price):  $9.2 \times (44.10 - 35) = €83.72$

giving a total of €111.72 (€28 + €83.72) per unit.

This is a 299% gain, i.e. a compound annual return of 73.57% on their personal contribution.

The average gain is calculated using the 2026 Reference Price (€35) and not the 2026 Subscription Price (€28); therefore,



**As numerous records are higher than the 2026 Reference Price, the average increase is higher than the minimum return: the gain upon maturity therefore equals the multiple of the average increase in the shareprice.**

the unit holder loses the direct benefit of the 20% discount. However, every record lower than the 2026 Reference Price is replaced with the 2026 Reference Price, thus ensuring extra protection.	
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### **Risk profile**

Counterparty risk: the “T.EN LEVERAGE INTERNATIONAL 2026” sub-fund uses a total return swap agreement. These transactions, entered into with the counterparty, expose the “T.EN LEVERAGE INTERNATIONAL 2026” sub-Fund to a risk that the counterparty defaults and/or fails to fulfil the Swap, which could have a material impact on the sub-fund’s Net Asset Value. This risk cannot be compensated by any financial collateral received.

Liquidity risk: the “T.EN LEVERAGE INTERNATIONAL 2026” sub-fund may be exposed to difficulties in trading or temporary inability to trade certain securities in which it is invested or securities received as collateral.

Complex products risk: the use of complex products, such as derivatives, can magnify the changes in the sub-fund’s net asset value.

Legal risk: recourse to a total return swap may lead to a legal risk, in particular with regard to contracts.

Sustainability risk: this relates to an environmental, social and governance event or condition that, if it occurs, could have an actual or potential material negative effect on the investment’s value.

If the Swap is terminated:

Risk of capital loss: investors are warned that their capital will no longer be guaranteed and may therefore not be returned to them if the Management Company terminates the Swap, if the Guarantee is terminated other than in the event of an exceptional event as provided for in Article 4 (*Term*) of the Guarantee, or if changes are made to the taxes or social security withholdings that could apply to the Fund, the Unit Holders, the sub-fund, the sub-fund’s assets or the transactions entered into by the sub-fund.

Interest rate risk: the value of interest rate instruments may fall due to changes in interest rates. The risk is measured by the overall sensitivity of the portfolio. In the event of a rise in interest rates, the Net Asset Value may fall significantly.

Credit risk: during the term of the structured product, the default of a counterparty or issuer could result in substantial losses to the net asset value of the T.EN Leverage International 2026 Sub-Fund.

### **3.3.4 Guarantee**

The purpose of the Guarantee is described in this section 3.3.4, with capitalised terms being defined in the Guarantee.

The Guarantor undertakes, in respect of units for which the Redemption Date occurs on or before the Maturity Date (inclusive), or on the Termination Date (inclusive) should this occur before the Maturity Date, to pay the Management Company, in accordance with Article 3 (*Activation of the Guarantee*) of the Guarantee, the amount equal to the product of (a) the positive difference between (i) the Guaranteed Net Asset Value and (ii) the Net Asset Value and (b) the number of units in question, subject to tax or social security contributions payable by the Unit Holders.

Subject to the provisions of the Swap and Article 4 (*Term*) of the Guarantee, the Guarantor undertakes, in respect of units for which the Redemption Date has not occurred by the Maturity Date (inclusive), to pay to the sub-fund on behalf of the Unit Holders, in accordance with the terms of Article 3 (*Activation of the Guarantee*) of the Guarantee, the amount equal to the product of (a) the positive difference between (i) the Guaranteed Net Asset Value and (ii) the Net Asset Value and (b) the number of units in question, subject to tax or social security contributions payable by the Unit Holders.

For each sub-fund unit, on a Redemption Date or on the Maturity Date, subject to the provisions of the Swap and Article 4 (*Term*) of the Guarantee, the **Guaranteed Net Asset Value** is equal to the higher of:

- (i) the 2026 Subscription Price compounded at 4% per year over the period since the Start Date and
- (ii) the sum of (a) the 2026 Subscription Price and (b) the Protected Average Increase.

In the event of termination of the Swap at Société Générale's initiative, the Guaranteed Net Asset Value on the Termination Date will be equal to the higher of the following amounts, subject to adjustments relating to tax and/or social security impacts indicated below:

- (i) the 2026 Subscription Price compounded at 4% per year over the period since the Start Date and
- (ii) the Liquidation Value of the Sub-Fund's Assets divided by the Residual Number of Units on the Termination Date.

In the event of termination of the Swap at the initiative of the Management Company, the Guaranteed Net Asset Value on the Termination Date will be equal to the Liquidation Value of the Sub-Fund's Assets divided by the Residual Number of Units on the Termination Date.

The Guarantor is entitled to use any adjustment, calculation or determination made by the Agent in connection with the Swap (to the extent that such adjustment, calculation or determination is final and made in accordance with the terms of the Swap) or by any market participant or joint agent in connection with the Swap for the determination of the amounts to be paid to each Unit Holder in respect of the Guaranteed Net Asset Value.

The sums owed by the Guarantor under the Guarantee are not net of any tax, duty or withholding of a fiscal or social nature which may be owed by the Unit Holder in respect of said sums (which will have to be paid separately by each Unit Holder in accordance with the legislation in force).

If, as a result of (i) a change in the laws and regulations in force in France compared with those in force on the date the sub-fund is approved by the *Autorité des marchés financiers* ("**AMF**") (or the interpretation thereof by the competent authorities or by case law) or (ii) the entry into force of new laws or regulations, where applicable retroactively, an amount must be (i) deducted or withheld for or on account of a tax, duty or other compulsory financial charge of a fiscal or social nature, or (ii) paid in respect of any amount owed by the Guarantor to a Unit Holder under the Guarantee, Société Générale will under no circumstances be required to pay any additional amount whatsoever in order to ensure that the amount received by the Unit Holder is equal to the amount the Unit Holder would have received in the absence of such deduction, withholding or payment.

Similarly, the sub-fund and the Unit Holders are not protected against a change in taxation or social security contributions or similar levies that may become applicable to the Fund, the sub-fund, the sub-fund's assets or income or to transactions entered into by the sub-fund.

Any such change in taxation or social security contributions or similar levies may have consequences, ranging from an adjustment of the parameters of the Guaranteed Net Asset Value formula (in particular the Multiple, which may not become negative) and/or of the formula itself in accordance with the terms of the Swap, to Early Termination of the Guarantee.

The sums owed by the Guarantor under the Guarantee will be reduced by these taxes and social security contributions, where applicable.

The Guarantee takes effect on the Start Date.

The Guarantee will expire 30 days after the Maturity Date (it being specified that the expiry of the Guarantee will not affect the Guarantor's obligation to fulfil its payment obligations in respect of calls made prior to said date under the Guarantee).

For each Unit of the sub-fund, the Guarantee may under no circumstances be exercised in respect of a Net Asset Value (a) after the Maturity Date or (b) in the event of early redemption, after the Redemption Date of said Unit, or (c) if an Exceptional Event occurs after the date of termination of the Swap (the "**Termination Date**") and (d) in any event, after the liquidation of the Sub-Fund.

Unless the Guarantor expressly decides otherwise in advance and in writing, at the request of the Management Company and following discussions between the Guarantor and the Management Company (which may not be refused without justification of a legitimate reason or prejudice to the Guarantor), the following cases will result in the immediate and automatic termination of the Guarantee, without compensation of any kind or any other liability on the part of the Guarantor:

- a) change the Fund's Depository or Management Company to a depository or management company that does not offer the same criteria of reputation, professionalism and financial solidity, subject to the necessary internal validations in terms of risk and knowledge of customers (commonly known as "KYC") by Société Générale acting in good faith;
- b) decision to merge, demerge, change the management strategy or liquidate the sub-fund;
- c) substitution or decision to substitute a new counterparty for Société Générale under the Swap;
- d) any modification (with the exception of those which may be requested by the Guarantor) of the provisions relating to the sub-fund set out in these Fund regulations or failure to comply with these provisions resulting or likely to result, in both cases, immediately or in the future, in an increase in the risks borne by the Guarantor, a change in the Guarantor's commitments or an infringement of the Guarantor's rights (such as, for example, a reduction in the sub-fund's net assets with the result that the Net Asset Value on the Redemption Dates or on the Maturity Date or, where applicable, on the Termination Date is less than the Guaranteed Net Asset Value, before taking into account any tax and/or social security contributions then applicable);
- e) in the event that the Sub-Fund, contrary to its management strategy as defined in Article 3.3 of these regulations, disposes of or transfers a substantial unit of the shares it holds (except in the case of repurchase agreements, securities lending, use of Shares pursuant to the pledge agreement or other transactions entered into by the Sub-Fund and Société Générale) or substantially changes the composition of its assets.

The discussion period referred to above may not exceed the seventh Working Day following the date on which the Guarantor and the Management Company are informed of one of the events referred to above. To this end, the Guarantor and the Management Company undertake to inform each other without delay of the likely occurrence of any of the events described in paragraphs a) to e) above, as soon as they become aware of it and prior to the occurrence of any such event.

In addition, the termination or early end of the Swap, except in Cases of Early Release of one or more Unit Holders or if a new agreement with the same purpose and effect comes into force between the Guarantor and the sub-fund at the same time as the termination of the Swap, will result in the immediate and automatic termination of the Guarantee after full payment of the sums due in respect of the Guaranteed Net Asset Value determined on the Termination Date.

In the event of termination of the Guarantee, it will be the responsibility of the competent bodies of the Fund, in accordance with the terms of these Fund regulations, to make their best efforts to replace the Guarantor under the Guarantee as soon as possible, by a new guarantor meeting the criteria required by the AMF.

The Guarantor will be released from its duties under the Guarantee on the earlier of the date on which the new guarantor takes up its duties or the date on which the event described above leading to the termination of this Guarantee takes effect, after payment of any sums due in respect of the implementation of the Guarantee under the conditions set out in the Guarantee (following redemption requests for Units sent to the Management Company before this date).

### **3.3.5. Composition of the "T.EN LEVERAGE INTERNATIONAL 2026" sub-fund**

The "T.EN LEVERAGE INTERNATIONAL 2026" **sub-fund** aims to invest 100% of its assets in TECHNIP ENERGIES shares, excluding the Swap. It may, as an exception, hold up to 10% of its assets in units or shares of money-market UCITS and/or General Investment Funds (so that it can invest any cash and cash equivalents held in the sub-fund).

Instruments used:

The instruments which may be used are as follows:

- TECHNIP ENERGIES shares listed on Euronext Paris;
- the units or shares of undertakings for collective investment in transferable securities (UCITS) and/or money-market general investment funds;
- the assets mentioned in Article R.214 -32-19 of the French Monetary and Financial Code, up to a limit of 10% of the assets of the “T.EN LEVERAGE INTERNATIONAL 2026” sub-fund;
- units or shares in feeder UCITS or General Investment Funds mentioned in Articles L.214-22 and L.214-24-57 of the French Monetary and Financial Code,
- units or shares in UCITS or General Investment Funds which themselves invest more than 10% of their assets in CIU units or shares.

The Depositary will hold these assets.

- the Swap agreement entered into with SOCIETE GENERALE as described above or any other swap agreement that may replace it (“**the Swap**”).

Choice of counterparty:

SOCIETE GENERALE was chosen because of its extensive experience in organising leveraged employee share plans.

The chosen counterparty:

SOCIETE GENERALE, an accredited credit institution for investment services, with a registered office at 29 boulevard Haussmann 75009 Paris.

For information purposes, the Swap will represent 90% of the value of securities on creation of the “T.EN LEVERAGE INTERNATIONAL 2026” sub-fund. Its value will change as the price of the underlying security changes. The assets underlying the Swap represent 100% of the shares.

Type of financial collateral:

In connection with the Swap, the “T.EN LEVERAGE INTERNATIONAL 2026” sub-fund may receive securities as collateral.

These securities must meet criteria defined by the Management Company. They must be:

- liquid (belonging to one of the main OECD stock market indices or issued by issuers with high market capitalisation),
- transferable at any time,
- issued by high-quality issuers (rating of at least BBB- or equivalent rating or credit quality deemed equivalent by the Management Company),
- issued by issuers located in the OECD,
- issued by an issuer that is not an entity of the counterparty or part of the counterparty’s group.

These securities have a maximum maturity of 50 years.

Haircuts may be applied to the collateral received, taking into account the credit quality, price volatility of the securities and the outcome of stress tests.

Reuse of collateral received: securities received as collateral will not be reused.

The Depositary will hold these assets.

- cash borrowings up to a limit of 10% of the assets of the “T.EN LEVERAGE INTERNATIONAL 2026” sub-fund and only in accordance with the sub-fund’s purpose and management strategy. The “T.EN LEVERAGE INTERNATIONAL 2026” sub-fund is not intended to be a cash borrower.

In accordance with the provisions of Article 318-14 of the general regulations of the *Autorité des marchés financiers*, subscribers are informed that the sub-fund may invest in CIUs managed by the Management Company or a company affiliated thereto.

### **Overall risk calculation method**

For calculating overall risk: formula-based funds are an exception to this rule.

### **After expiry of the offer**

After the Maturity Date and until its merger (following a decision by the FCPE’s supervisory board and approval by the AMF), the Unit Holder’s assets remaining in the T.EN Leverage International 2026 Sub-Fund will be transferred to the “T.EN Classic International” Sub-Fund.

## **3.4 Provisions common to all sub-funds**

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

As a financial market participant, the Management Company is subject to the Disclosure Regulation. This Disclosure Regulation lays down harmonised rules for financial market participants on transparency with regard to the integration of sustainability risks (Article 6), the consideration of adverse sustainability impacts, the promotion of environmental or social characteristics in investment processes (Article 8) and sustainable investment objectives (Article 9).

Sustainability risk is defined as an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential negative material impact on the value of the investment.

A sustainable investment means (i) an investment in an economic activity that contributes to an environmental objective, as measured, for example, by key resource efficiency indicators on the use of energy, renewable energy, raw materials, water and land, on the production of waste and greenhouse gas emissions, or on its impact on biodiversity and the circular economy, (ii) an investment in an economic activity that contributes to a social objective, in particular an investment that contributes to tackling inequality or that fosters social cohesion, social integration and labour relations, or (iii) an investment in human capital or economically or socially disadvantaged communities. Such investments must not significantly harm any of those objectives and the investee companies must follow good governance practices, in particular with respect to sound management structures, employee relations, remuneration of staff and tax compliance.

### **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 can be considered environmentally sustainable under this Regulation. For the purpose of establishing the degree of environmental sustainability of an investment, an economic activity is considered environmentally sustainable when it makes a substantial contribution to one or more of the environmental objectives set out in the Taxonomy Regulation, does not significantly undermine one or more of the environmental objectives set out in the Taxonomy Regulation, is carried out in accordance with the minimum safeguards set out in the Taxonomy Regulation, and complies with the technical screening criteria which have been established by the European Commission in accordance with the Taxonomy Regulation.

### **Information concerning the Environmental, Social and Governance criteria (ESG):**

Additional information concerning the terms and conditions for taking into consideration the ESG criteria by the Management Company are available on the Management Company website ([www.amundi.com](http://www.amundi.com)) and in the annual report for the Fund.

The information provided in the “management strategy” section of the regulation meets the disclosure requirements of Article 318-47 of the AMF General Regulation.

This communication is without prejudice to the other risk management methods and measures that must be put in place 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 updated version of the prospectus on the GECO database makes it possible to meet the obligation to transmit this information to the AMF annually, as stipulated in Article 318-47 of the AMF General Regulation.

**Information about the Fund:**

The latest annual report is available from the Management Company:

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

The net asset value of the Fund is available on request from the management company and on the website: [www.amundi-ee.com](http://www.amundi-ee.com).

Past performance is updated annually in the KID. This information is also available on the investor’s area at: [www.amundi-ee.com](http://www.amundi-ee.com).

**ARTICLE 4 - TERM OF THE FUND**

The Fund is created for an indefinite period.

The T.EN Classic International Sub-Fund is established for an indefinite period.

The T.EN Leverage International 2023 Sub-Fund is established for a fixed term expiring on 19 September 2028.

The T.EN Leverage International 2026 Sub-Fund is established for a fixed term expiring on 30 July 2031.

## **TITLE II OPERATORS OF THE FUND**

### **ARTICLE 5 - THE MANAGEMENT COMPANY**

The Fund is managed by the Management Company in accordance with the strategy defined for the Fund.

Subject to the powers held by the Supervisory Board, the Management Company shall act in the sole interests of the Unitholders and represent them before all third parties in all actions relating to the Fund.

The Management Company is authorised by the French Financial Markets Authority under number GP04000036 and as a financial manager by Directive 2011/61/EU; it holds capital, beyond regulated equity requirements, which is appropriate to cover potential liability risks arising from professional negligence in the course of managing the FCPE. Additionally, Amundi and its subsidiaries, including Amundi Asset Management, hold worldwide professional indemnity insurance against professional liability which may arise from their banking, financial and related activities. The insurance is underwritten by Crédit Agricole SA acting on its behalf and that of its French and international 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 management delegatee is to provide financial asset management services in France and abroad, in particular the valuation and administrative and accounting management of financial portfolios. The Management Company has not identified any possible conflict of interest from this delegation.

The Management Company has delegated the tasks of maintaining the issue account to the Depositary.

The Management Company has not identified any possible conflict of interest from this delegation.

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

The Depositary is CACEIS BANK.

The Depositary shall carry out all tasks imposed on it under the applicable laws and regulations as well as any others for which it is contracted by the Management Company. The Depositary must, in particular, ensure the legality of the decisions taken by the Management Company. Where applicable, it shall take all precautionary measures deemed appropriate. The Depositary will inform the French Financial Markets Regulator of any dispute between it and the Management Company.

By delegation of the Management Company, it maintains the Fund's issuing account.

### **ARTICLE 7 - THE CUSTODIAL ACCOUNT MANAGER OF FUND UNITS**

The Custodial Account Manager is responsible for the custody and record keeping of the units held by unitholders of the Fund.

It has been accredited by the French Prudential Supervisory Authority following the favourable opinion of the Financial Markets Regulator.

It will receive instructions on the subscription and redemption of units, process those instructions and initiate the relevant payments or settlements.

### **ARTICLE 7 A – THE GUARANTOR**

The Guarantor of the T.EN Leverage International 2023 Sub-Fund is CRÉDIT AGRICOLE SA, a public limited company with its registered office at 12, Place des Etats-Unis-92127 Montrouge Cedex. It is listed in the Nanterre Trade and Companies Registry under number 784 608 416.

The Guarantor of the T.EN Leverage International 2026 Sub-Fund is SOCIETE GENERALE, an accredited credit institution for investment services, with its registered office at 29 boulevard Haussmann, 75009 Paris, France, listed in the Paris Trade and Companies Registry under number 552 120 222.

If the Supervisory Board decides to change the management company and/or depositary under circumstances likely to result in the termination of the Capital Guarantee pursuant to the terms of that guarantee, the Supervisory Board must find another guarantor before the effective replacement of the management company and/or depositary.

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

### **1 - Composition**

The Supervisory Board is established under Article L. 214-165 of the French Monetary and Financial Code. Pursuant to Article L. 214-164, paragraph 2 of said code, the Supervisory Board for the Fund shall comprise seven (7) members:

- four (4) full members (and 4 alternate members) who are employee unitholders representing employee and former employee unitholders. These members must be elected from among all employee unitholders on the basis of the number of units held by each unitholder,
- and three (3) members representing the Company, appointed by the Company's management.

In all cases, at least half of the Supervisory Board shall be composed of employee unitholders representing the employee and former employee unitholders of the Company.

Each Sub-Fund must be represented on the Supervisory Board by at least one employee unitholder of that Sub-Fund.

The alternates are intended to replace the full members in the event of a one-off absence or permanent vacancy.

The procedures for the election of the unitholders' representatives are described in an election protocol and established by the management of the Company.

The term of office is four financial years. Their term expires effectively after the meeting of the Supervisory Board ruling on the financial statements of the last financial year of their term.

It is renewable by tacit consent unless in case of election. The members may be re-elected.

If a full member of the Supervisory Board is no longer an employee of the Company and/or shareholder(s), he/she must resign. He/she will then be replaced in his/her function as a full member by the alternate who has received the most votes. If an alternate member of the Supervisory Board is no longer an employee of the Company and/or shareholder(s), he/she must also resign. He/she will then be replaced by the alternate who has received the most votes and so on. Should this situation result in a complete lack of elected alternates, the members of the Supervisory Board will be convened to determine whether a new election is necessary in advance.

The renewal of a post takes place under the conditions described above. The Supervisory Board or, by default, the Company must carry out this replacement as soon as possible. In any case, the vacancy must be filled before the next meeting of the Supervisory Board.

### **2 - Tasks**

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

In accordance with the provisions of Article L. 214-165, II of the Monetary and Financial Code, the Supervisory Board exercises the voting rights attached to the equity securities issued by the Company and decides on the contribution of securities to public takeover bids or exchange offers. For that purpose, it appoints one or more agents representing the Fund at the general meetings. The Company will pay the expenses incurred by a proxy to attend the general meeting in accordance with the Company's expense reimbursement policy.

For the exercise of the voting rights attached to the securities issued by Technip Energies N.V., after discussion in the presence of the Company's representatives, the vote takes place without the presence of the latter. The Supervisory Board may submit resolutions to general meetings, subject to the provisions of Dutch law applicable to the Company and its articles of association.

T.EN Leverage International 2023 Sub-Fund

In the event that a proven lack of liquidity of the securities lending/borrowing, as defined in the Swap, is established prior to a general meeting of TECHNIP ENERGIES, the Management Company shall inform the Supervisory Board of the occurrence of such event and its consequences.

In the event of a proven lack of liquidity of the lending/borrowing, the Supervisory Board may be unable to exercise all the voting rights attached to the TECHNIP ENERGIES shares held in the Fund. In this case, the Supervisory Board may vote at the general meetings on those shares in respect of which (a) CACIB does not have a right of reuse, (b) CACIB will not have exercised its right of reuse at the time of the general meetings of TECHNIP ENERGIES, and (c) CACIB will have exercised its right of reuse and which CACIB will have been able to return to the T.EN Leverage International 2023 Sub-Fund prior to the general meetings of TECHNIP ENERGIES.

#### T.EN Leverage International 2026 Sub-Fund

In the event that a proven lack of liquidity of the securities lending/borrowing, as defined in the Swap, is established prior to a general meeting of TECHNIP ENERGIES, the Management Company shall inform the Supervisory Board of the occurrence of such event and its consequences.

In the event of a proven lack of liquidity of the lending/borrowing, the Supervisory Board may be unable to exercise all the voting rights attached to the TECHNIP ENERGIES shares held in the Fund. In this case, the Supervisory Board may vote at the general meetings on those shares in respect of which (a) Société Générale does not have a right of reuse, (b) Société Générale will not have exercised its right of reuse at the time of the general meetings of TECHNIP ENERGIES, and (c) Société Générale will have exercised its right of reuse and which Société Générale will have been able to return to the T.EN Leverage International 2026 Sub-Fund prior to the general meetings of TECHNIP ENERGIES.

The Supervisory Board decides on mergers, divisions, and the 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 Supervisory Board receives all documents sent to the general meeting of TECHNIP ENERGIES shareholders. It may be assisted by a chartered accountant under the conditions set out in Article L. 214-165 of the Monetary and Financial Code.

The Supervisory Board may invite the company director, who may be represented by a competent person, to explain the events that have had a significant influence on the valuation of the shares.

The Supervisory Board shall give its approval to amendments to the fund regulation in the cases provided for therein.

The Management Company shall obtain the consent of the Supervisory Board in the following cases:

- ♦ change of Management Company and/or Depositary,
- ♦ liquidation or dissolution of the Fund,
- ♦ merger / division,
- ♦ change in the management strategy and classification of the Fund,
- ♦ change in the composition of the Supervisory Board.

Modifications made necessary by amendments to the legal or regulatory texts will be carried out on the initiative of the Management Company. The Supervisory Board must be informed of these modifications.

### **3 - Quorum**

The first time it is called to meet, the Supervisory Board can make legally valid agreements only when a minimum of half its members are present or represented with one being a representative of unitholders and another being a representative of the Company.

If the quorum is not reached during the first meeting, a second meeting shall be called by registered letter with acknowledgement of receipt. The Supervisory Board can make legally valid agreements with the members present or represented, subject to two members, one of whom is a representative of the unitholders, at least being present.

Where, after the second call to meeting, the Supervisory Board still fails to reach a quorum, the Management Company will issue a notice of failure to meet. A new Supervisory Board may then be appointed, under the

conditions stated herein, on the initiative of (i) the Company, (ii) at least one Unitholder, or (iii) the Management Company.

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

For the purposes of calculating the quorum and the majority, members of the Supervisory Board who participate in the meeting by videoconference, audioconference or any other means of telecommunication that allows them to be identified and guarantees their effective participation *shall be deemed* present.

#### **4 - Decisions**

During the first meeting, which is called by any means by the Management Company, the Supervisory Board elects a Chairman from among the employees representing the unit holders for a period of one year. The Chairman is re-eligible or renewed by tacit consent.

The Supervisory Board can meet at any time of year, either called by the Chairman or at the request of at least two thirds of its members, or on the initiative of the Management Company or the Depositary.

Decisions are made by the majority of the members present or represented. In the case of a split-vote, the vote of the chairman of the session is the casting vote.

Decisions on the following items shall be taken by a three-quarters majority of the members present or represented:

- ♦ Change in the composition of the Supervisory Board,
- ♦ Change of Management company and/or Depositary,
- ♦ merger, division, liquidation or dissolution of the Fund.

A representative of the Management Company shall be present, where possible, at meetings of the Supervisory Board. The Depositary may also be present at meetings of the Supervisory Board, if it deems necessary.

An attendance register is kept and signed by the members present. Deliberations of the Supervisory Board are recorded in reports signed by the Chairman of the session and at least one member present at the meeting. These reports contain the composition of the board, the rules for a quorum and a majority, the members present, represented or absent and, for each resolution, the number of votes in favour and against, the name and post of the persons signing the report. The reports must be kept by the Chairman of the Supervisory Board and by the Company, a copy being addressed to the Management Company.

In the event of a joint meeting of several funds, a report of the session shall be drafted in the name of each fund concerned by the meeting or by the decisions of the Supervisory Board.

If the Chairman is unable to attend, he shall be replaced by a present member and designated by his colleagues. The Chairman may only be replaced by an employee unit holder representing the unit holders.

Any member of the Supervisory Board prevented from attending, in the absence of an alternate, may be represented by the Chairman of this Board or by any other member of the Supervisory Board who is a unitholder. The powers thus delegated must be annexed to the attendance sheet and be mentioned in the report of the meeting. Delegated powers may only be granted for a single meeting.

#### **ARTICLE 9 - THE AUDITOR**

The Auditor of the Fund’s accounts is Deloitte & Associés.

It is appointed for six financial years by the Board of Directors of the Management Company, after agreement from the French Financial Markets Regulator (Autorité des Marchés Financiers).

It certifies the conformity and veracity of the accounts.

The term of office can be renewed.

The Auditor is required to inform the AMF as soon as possible of any facts or decisions concerning the collective investment fund of which it becomes aware during the performance of its mission which could:

- 1° Constitute a breach of the legal or regulatory provisions applicable to this fund and likely to have significant effects on the financial position, profit or assets;
- 2° Have a significant adverse effect on its operations or on its ability to continue as a going concern;
- 3° Lead to the expression of reservations or the refusal to certify the accounts.

The valuation of assets and the determination of currency exchange ratios in conversions, mergers and divisions shall be performed under the supervision of the Auditor.

The auditor shall appraise all contributions under his responsibility.

The Auditor shall certify the accuracy of the composition of the assets and other elements prior to publication.

The Auditor's fees shall be fixed by mutual agreement between the Auditor and the Board of Directors of the Management Company on the basis of a work schedule specifying the duties that are considered to be necessary.

The Auditor shall certify situations giving rise to the distribution of advances.

## TITLE III OPERATION AND EXPENSES OF THE FUND

### ARTICLE 10 - THE UNITS

The rights of co-owners of the Fund are expressed in units. Each unit equals the same fraction of the Fund's assets and a unit may be calculated to its nearest ten-thousandth. Each unitholder has a co-ownership right in the Fund's assets in proportion to the number of units held.

The initial value of the unit of each sub-fund of the Fund is equal to the subscription price.

The Management Company shall ensure all Unitholders are treated equally. The conditions for the subscription and redemption of Units and access to information on the Fund are the same for all Unitholders of the Fund.

The provisions of this regulation in relation to the issuance and redemption of units are applicable to the fractions of the units; the value of such fractions will always be proportional to the value of the unit represented. All other regulation provisions relating to units will be interpreted as being applicable to the fractions of units, unless the provision explicitly states otherwise.

### ARTICLE 11 - NET ASSET VALUE

#### "T.EN Classic International" Sub-Fund

The net asset value is the value of a single unit. It is calculated by dividing the Sub-Fund's net assets by the number of units issued.

The net asset value is calculated every trading day of the Euronext Paris stock exchange, excluding statutory public holidays in France.

For the sake of clarity, the net asset value will not be calculated on public holidays as provided under the Labour Code nor on those days when the Euronext Paris stock exchange is closed. Subscriptions and redemptions of units on such days will be processed based on the net asset value calculated for the next trading day.

The net asset value is transmitted to the Autorité des marchés financiers on the same day it is calculated. It is made available to the Supervisory Board as from the first working day following its calculation and displayed in the Company premises and in its establishments. The Supervisory Board may obtain the calculated net asset value by request.

The securities and financial instruments mentioned in Article 3 of this Regulation and included in the Sub-Fund's assets are valued as follows:

- **The units or shares of UCITS and FIVG** will be valued according to their last known net asset value on the valuation date.
- **TECHNIP ENERGIES shares** listed on a French (or foreign) regulated market will be valued at their market price. The reference market value is calculated in accordance with the terms and conditions determined by the Management Company (opening price). These terms and conditions of application are also detailed in the appendix to the annual financial statements.

Securities whose prices have not been recorded on the valuation date or whose prices are under correction will be valued at their probable market price under the responsibility of the Management Company. These valuations and their justifications will be sent to the Auditor at the time of auditing.

Swing-Pricing mechanism:

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

To protect the interests of unit 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-redemptions of all units combined is greater in absolute terms than the pre-established threshold, the Net Asset Value will be adjusted. As a result, the Net Asset Value will be adjusted

upwards (and downwards respectively) if the balance of subscriptions-redemptions is positive (and negative respectively); the aim is to limit the impact of these subscriptions-redemptions on the Net Asset Value of the holders in the fund.

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

The trigger level and the net asset value adjustment factor are determined by the Management Company and are reviewed at least quarterly.

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

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

### **“T.EN Leverage International 2023” Sub-Fund**

The net asset value is the value of a single unit. It is calculated by dividing the T.EN Leverage International 2023 Sub-Fund’s net assets by the number of units issued.

Until 19 September 2028, the net asset value will be established on the last day of trading of each month, based on the closing price of the TECHNIP ENERGIES share on these dates. It is calculated on the next working day.

A net asset value will be determined on 19 September 2028. For the sake of clarity, the net asset value will not be calculated on public holidays as provided under the Labour Code nor on those days when the Euronext Paris stock exchange is closed. It is then calculated on the following Euronext Paris trading day.

After 19 September 2028, the net asset value is calculated on each Euronext Paris trading day.

The net asset value is transmitted to the Autorité des marchés financiers on the same day it is calculated. It is made available to the Supervisory Board as from the first working day following its calculation and displayed in the Company premises and in its establishments. The Supervisory Board may obtain the calculated net asset value by request.

The securities and financial instruments listed in article 3 of this regulation and entered in the Fund's assets are evaluated as follows:

- **The units or shares of UCITS and FIVG** will be valued according to their last known net asset value on the valuation date.
- **TECHNIP ENERGIES shares** listed on a French (or foreign) regulated market will be valued at their market price. The reference market value is calculated in accordance with the terms and conditions determined by the Management Company (opening price). These terms and conditions of application are also detailed in the appendix to the annual financial statements.
- **The Swap** is appraised by the Management Company according to a continuous method appearing in the notes to the financial statements.
- **Valuation of financial collateral:** Collateral is valued daily at the market price (mark-to-market).

Margin calls can be issued on any day unless stipulated otherwise in the master agreement on these transactions or if there is a disagreement between the Management Company and the counterparty on the triggering of the call.

If, in order to ensure the liquidity of the T.EN Leverage International 2023 Sub-Fund, the Management Company is forced to carry out a significant transaction at a price different from this valuation, all securities remaining in the T.EN Leverage International 2023 Sub-Fund will have to be valued at this new price.

### **“T.EN Leverage International 2026” Sub-Fund**

The net asset value is the value of a single unit. It is calculated by dividing the T.EN Leverage International 2026 Sub-Fund’s net assets by the number of units issued.

Until 30 July 2031, the net asset value will be established on the last day of trading of each month, based on the closing price of the TECHNIP ENERGIES share on these dates. It is calculated on the next working day.

A net asset value will be determined on 30 July 2031. For the sake of clarity, the net asset value will not be calculated on public holidays as provided under the Labour Code nor on those days when the Euronext Paris stock exchange is closed. It is then calculated on the following Euronext Paris trading day.

After 30 July 2031, the net asset value is calculated on each Euronext Paris trading day.

The net asset value is transmitted to the Autorité des marchés financiers on the same day it is calculated. It is made available to the Supervisory Board as from the first working day following its calculation and displayed in the Company premises and in its establishments. The Supervisory Board may obtain the calculated net asset value by request.

The securities and financial instruments listed in article 3 of this regulation and entered in the Fund's assets are evaluated as follows:

- **The units or shares of UCITS and FIVG** will be valued according to their last known net asset value on the valuation date.
- **TECHNIP ENERGIES shares** listed on a French (or foreign) regulated market will be valued at their market price. The reference market value is calculated in accordance with the terms and conditions determined by the Management Company (closing price). These terms and conditions of application are also detailed in the appendix to the annual financial statements.
- **The Swap** is appraised by the Management Company according to a continuous method appearing in the notes to the financial statements.
- **Valuation of financial collateral:** Collateral is valued daily at the market price (mark-to-market).

Margin calls can be issued on any day unless stipulated otherwise in the master agreement on these transactions or if there is a disagreement between the Management Company and the counterparty on the triggering of the call.

If, in order to ensure the liquidity of the T.EN Leverage International 2026 Sub-Fund, the Management Company is forced to carry out a significant transaction at a price different from this valuation, all securities remaining in the T.EN Leverage International 2026 Sub-Fund will have to be valued at this new price.

## **ARTICLE 12 - SUMS AVAILABLE FOR DISTRIBUTION**

Income and realised net capital gains generated by the assets held in the T.EN Classic International Sub-Fund will be, without exception, reinvested in the Sub-Fund. Such income and capital gains will not entail the issuance of new units.

In the “T.EN Leverage International 2023” Sub-Funds, dividends are paid to CACIB.

And in the “T.EN Leverage France 2026” Sub-Fund, dividends are paid to Société Générale.

## **ARTICLE 13 - SUBSCRIPTION**

### **“T.EN Leverage International 2023” Sub-Fund**

Applications for the capital increase planned for 19 September 2023 are received during the reservation period from 5 June to 21 June 2023 inclusive and during the subscription/cancellation period from 2 August to 7 August 2023 inclusive, during which persons eligible for the 2023 Offer will also have the opportunity to subscribe. No subscriptions to the 2023 Offer shall be accepted after this date.

The fund will be closed to all new subscriptions and will only be reopened for future offers reserved for employees.

### **“T.EN Leverage International 2026” Sub-Fund**

Applications for the capital increase planned for 30 July 2026 are received during the reservation period from 28 April to 12 May 2026 and during the subscription/cancellation period from 19 to 23 June 2026, during which persons eligible for the 2026 Offer will also have the opportunity to subscribe. No subscriptions to the 2026 Offer shall be accepted after this date.

The “T.EN Leverage International 2026” sub-fund will be closed to subscriptions following completion of the capital increase under the 2026 Offer.

The Custodial Account Manager or, where appropriate, the entity maintaining the Fund's issuance account shall establish the number of units to be received for each payment by dividing the payment amount by the issuance price. The Custodial Account Manager shall inform the Company or its delegated registrar of the number of units attributable to each unitholder. The Company or its delegated registrar shall inform each Unitholder of the units allocated to him/her.

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

The FCPE may cease to issue units pursuant to paragraph 3 of Article L. 214-24-41 of the French Monetary and Financial Code, temporarily or permanently, in whole or in part, 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. Unitholders must be notified, by any means, of when this cessation is activated, how it is activated, as well as the threshold and objective circumstance that led to the decision to close the sub-fund partially or fully to new subscriptions. Where the sub-fund is partially closed to new subscriptions, this notification by any means must explicitly state the conditions under which existing Unitholder can continue to subscribe Units during the partial closure of the sub-fund. Unitholders must also be notified, by any means, of the Management Company's decision either to end the total or partial closure of the fund to new subscriptions (where the threshold activating the closure is no longer reached) or not to end it (a change of threshold or change in the objective circumstances that led to closure). A change to the objective circumstances relied on or the threshold activating the closure must always be done in the interests of the Unitholders. The notification by any means must state the exact reasons for these changes.

#### **Provisions applicable in the event of oversubscription:**

##### **Reduction Rule applicable to the 2023 Offer**

The 2023 Offer concerns a maximum number of shares corresponding to 1.5% of the share capital of TECHNIP ENERGIES (i.e. 2,697,411 shares), within the limit of the total subscription amount of €30 million.

When the total number of shares applied for exceeds the total number of shares offered:

- The total number of shares offered shall be divided by the number of subscribers to obtain the "average subscription".
- All subscriptions for an amount less than or equal to this "average subscription" shall be met in full.
- All subscriptions of a number of shares higher than the "average subscription" will then be fulfilled in proportion to the number of shares requested and not yet fulfilled.

The reductions will apply first to bank account deductions and salary deductions, then to the payment of sums from incentives, and then to the payment of sums from profit-sharing, including, where applicable, the matching contribution.

The reduction is calculated before the employee pays the allocated amount. Payment of the subscription therefore takes into account the reduction, where applicable.

Monies will be paid into the Fund at one time and after any reductions to subscription orders.

##### **Reduction Rule applicable to the 2026 Offer**

The 2026 Offer relates to a maximum number of shares corresponding with 1.5% of the share capital of TECHNIP ENERGIES, i.e. a total subscription amount of €55 million in subscriptions (the "**Limit**").

If the total amount of subscription requests exceeds the Limit, a reduction will be made as follows:

- An "average subscription" will be calculated by dividing the Limit by the number of subscription requests received;
- All requests for an amount less than or equal to this "average subscription" shall be met in full; and
- All requests for an amount greater than the "average subscription" shall be met in full up to the "average subscription" and supplemented proportionally by the remainder of the employee's request depending on the sum of the amounts remaining to be met to reach the Limit, it being understood that in the event of subscription to the ESOP Classic offer and the ESOP Leverage offer, the reduction will apply in priority to the request for subscription to the ESOP Leverage offer.

Payments will only be made once any reduction has been applied, based on the final reduced amounts.

## **ARTICLE 14 – REDEMPTION**

### **“T.EN Classic International” Sub-Fund**

- Beneficiary unit holders or their dependants may request the redemption of all or part of their units the conditions set out in the PEGI.
- Unitholders who have left the Company will be informed by the latter of the availability of their units. If, after one year from the date a unitholder, who has left the Company, could begin to redeem their units, that unitholder cannot be contacted at their last known address, their units may be automatically transferred to a money-market (including money market standard) fund or short-term money-market fund. Redemption requests, along with supporting documents where applicable, must be sent via the Company or its delegated registrar, to the Custodial account manager for receipt no later than the business day preceding the date on which the net asset value is calculated, and are processed as follows:

<b>ASSETS AVAILABLE</b>	
Redemption request online or via the mobile application or by post	
<b>Net asset value at which the redemption order is executed</b>	D+1 working day based on opening price
<b>Issuing the transfer or cheque</b>	From D+2 working days from the execution net asset value

<b>ASSETS UNAVAILABLE</b>		
Redemption request		
“Mixed” (application entered online, supporting documents sent by post)	“Full Internet” (application entered online and supporting documents uploaded)	By post
Provided the application is complete		
<b>Net asset value at which the redemption order is executed</b>	D+1 based on opening price from the time the application is validated by the CAK	
<b>Issuing the transfer or cheque</b>	From D+2 working days from the execution net asset value	

For the purposes of the above tables, D refers to:

- for online redemptions for assets available, D refers to the day on which the subscriber enters and validates their order online until 11.59pm, Paris time;
- for online redemptions for assets unavailable, D refers to the day on which the subscriber enters and validates their order online before 10am, Paris time;
- for redemptions by post/mixed redemptions, D refers to the day on which the post is received before 10am, Paris time.

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

If redemption orders are not received by the aforementioned cut-off times, said orders will be executed on the basis of the subsequent net asset value that is calculated.

Employees can obtain the contact details of the Custodial Account Manager from the Company.

Units are redeemed in cash through drawings on the Sub-Fund’s assets.

Under no circumstances may payments for redeemed units pass through the bank accounts of intermediaries, including those of the Company or Management Company. The relevant monies must be transferred directly

to the beneficiaries by the Custodial Account Manager. Notwithstanding the foregoing, in the event of difficulty or infeasibility or on the express request of the Unitholder, the monies for redeemed units may be transferred to the beneficiary via his/her employer or via an establishment authorised under local regulations and with the authority to deduct taxes and social security contributions as required under the applicable regulations. With the exception, where applicable, of the decision made by the management company to cap redemptions under the conditions set out in paragraph 4 of this Article, this transfer must be concluded within one month of the ascertainment of the net asset value preceding or following (as the case may be) receipt of the redemption order. At the express request of the unitholder, units may also be redeemed in the Company's securities.

3. The Management Company shall perform specific monitoring of monies invested in the Company's securities as a result of their specific managerial and supervisory requirements, and ensure potential risks are avoided.

The objective is to ensure that the payment of redeemed Units to Unitholders is carried out in compliance with the Management Company's regulatory obligations, without any impact to the Sub-Fund's management and the remaining unitholders.

The Management Company will rely on a liquidity control and monitoring system.

4. Redemption cap mechanism:

The Management Company may not process all redemption orders centralised on the same net asset value in exceptional circumstances and if this is in the interests of the unit holders.

Calculation method and threshold:

The Management Company may decide not to process all redemptions for the same net asset value, when a threshold objectively pre-established by said Company is reached for a net asset value.

This threshold is defined, for a single net asset value, as the net redemption of all units combined divided by the sub-fund's net assets.

To determine the level of this threshold, the management company will take the following into account: (i) the frequency with which the sub-fund's net asset value is calculated, (ii) the sub-fund's management strategy, (iii) and the liquidity of the assets held by said sub-fund.

For the T.EN CLASSIC INTERNATIONAL sub-fund, the cap on redemptions may be triggered by the management company when a threshold of 5% of net assets is reached.

The trigger threshold is identical for all unit classes in the sub-fund.

When redemption requests exceed the trigger threshold, and if liquidity conditions so permit, the management company may decide to honour redemption requests beyond said threshold, thereby partially or fully processing any orders that may be blocked.

Unprocessed redemption requests for a given net asset value will automatically be carried forward to the next centralisation date.

The maximum duration of application of the cap on redemptions is set at 20 net asset values over 3 months.

Informing holders when the system is triggered:

If the redemption cap is activated, unit holders will be informed by any means via the account keeper's website ([www.amundi-ee.com](http://www.amundi-ee.com)).

In addition, holders whose redemption requests have been partially or totally unprocessed will be specifically informed as soon as possible after the centralisation date by the centralising agent.

Handling of unprocessed orders:

Throughout the period of application of the redemption cap mechanism, redemption orders will be processed in the same proportions for sub-fund unit holders who have requested redemption at the same net asset value. Orders carried forward in this way will not have priority over subsequent redemption requests.

Exemptions:

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

## “T.EN Leverage International 2023” Sub-Fund

### 1. Early Release Period

The Units of the Sub-Fund are unavailable and cannot be redeemed before the Maturity Date, unless one of the cases of early release arises.

The final period during which an early release can apply will begin on 30/06/2028 and end on 31/08/2028.

Redemption requests, along with supporting documents where applicable, must be sent via the Company or its delegated registrar, to the Custodial account manager for receipt no later than the working day(s) preceding the date on which the net asset value is calculated, and are processed as follows:

ASSETS UNAVAILABLE		
Redemption request		
“Mixed” (application entered online, supporting documents sent by post)	“Full Internet” (application entered online and supporting documents uploaded)	By post
	Provided the application is complete	
Net asset value at which the redemption order is executed	D+1 based on opening price from the time the application is validated by the CAK	
Issuing the transfer or cheque	From D+2 working days from the execution net asset value	

For the purposes of the above tables, D refers to:

- for online redemptions for assets unavailable, D refers to the day on which the subscriber enters and validates their order online before 10am, Paris time;
- for redemptions by post/mixed redemptions for assets unavailable, D refers to the day on which the post is received before 10am, Paris time.

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

If redemption orders are not received by the aforementioned cut-off times, said orders will be executed on the basis of the subsequent net asset value that is calculated.

### 2. On the Maturity Date: 19 September 2028

At the latest, two (2) months before the Maturity Date, the Unitholders shall be consulted in order to inform the Custodial Account Manager of their choice between:

- redemption of the balance of their Units on the Maturity Date in cash
- or
- the transfer of the balance of their holdings, as calculated using the net asset value on the Maturity Date, to another fund of the PEG where applicable. The corresponding sums shall be addressed to the beneficiary directly by the Custodial Account Manager or the Depositary.

The Unitholders must make their choice known one (1) month before the Maturity Date at the latest. If the Unit Holder fails to make his/her choice known within the above-mentioned period, the Unit Holder’s assets remaining in the T.EN Leverage International 2023 Sub-Fund and invested in money-market products will be transferred to the “T.EN Classic International” Sub-Fund after the prior agreement of the Supervisory Board and the approval of the AMF.

The redemption of the Units shall be carried out at the redemption price in accordance with the terms and conditions provided for in article 16 of this regulation.

As from the Maturity Date or, if applicable, as from the date of payment of the balance after the termination of the Swap, the T.EN Leverage International 2023 Sub-Fund will no longer benefit from the Swap and the Unit Holders and the T.EN Leverage International 2023 Sub-Fund will no longer benefit from the Capital Guarantee.

Redemption requests, along with supporting documents where applicable, must be sent via the Company or its delegated registrar, to the Custodial account manager for receipt no later than the business day preceding the date on which the net asset value is calculated, and are processed as follows:

	ASSETS AVAILABLE
	Redemption request online or via the mobile application or by post
Net asset value at which the redemption order is executed	D+1 working day based on opening price
Issuing the transfer or cheque	From D+2 working days from the execution net asset value

For the purposes of the above tables, D refers to:

- for online redemptions for assets available, D refers to the day on which the subscriber enters and validates their order online until 11.59pm, Paris time;
- for redemptions by post/mixed redemptions, D refers to the day on which the post is received before 10am, Paris time.

The net asset value is calculated and published on D+1.  
 If redemption orders are not received by the aforementioned cut-off times, said orders will be executed on the basis of the subsequent net asset value that is calculated.  
 Employees can obtain the contact details of the Custodial Account Manager from the Company.

In exceptional circumstances, the absence of a redemption cap mechanism may result in the fund being unable to honour redemption requests, thereby increasing the risk of a complete suspension of subscriptions and redemptions from this sub-fund.

**“T.EN Leverage International 2026” Sub-Fund**

1. Early release period

The Units of the Sub-Fund are unavailable and cannot be redeemed before the Maturity Date, unless one of the cases of early release arises.

The final period during which an early release can apply will begin on 28/05/2031 and end on 25/06/2031.

Redemption requests, along with supporting documents where applicable, must be sent via the Company or its delegated registrar, to the Custodial account manager for receipt no later than the business day preceding the date on which the net asset value is calculated, and are processed as follows:

ASSETS UNAVAILABLE				
Redemption request				
	<table border="1"> <tr> <td>“Mixed” (application entered online, supporting documents sent by post)</td> <td>“Full Internet” (application entered online and supporting documents uploaded)</td> <td>By post</td> </tr> </table>	“Mixed” (application entered online, supporting documents sent by post)	“Full Internet” (application entered online and supporting documents uploaded)	By post
“Mixed” (application entered online, supporting documents sent by post)	“Full Internet” (application entered online and supporting documents uploaded)	By post		
	Provided the application is complete			
Net asset value at which the redemption order is executed	D+1 based on opening price from the time the application is validated by the CAK			
Issuing the transfer or cheque	From D+2 working days from the execution net asset value			

For the purposes of the above tables, D refers to:

- for online redemptions for assets unavailable, D refers to the day on which the subscriber enters and validates their order online before 10am, Paris time;
- for redemptions by post/mixed redemptions for assets unavailable, D refers to the day on which the post is received before 10am, Paris time.

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

If redemption orders are not received by the aforementioned cut-off times, said orders will be executed on the basis of the subsequent net asset value that is calculated.

2. On the maturity date: 30 July 2031.

At the latest, two (2) months before the Maturity Date, the Unitholders shall be consulted in order to inform the Custodial Account Manager of their choice between:

- redemption of the balance of their Units on the Maturity Date in cash
- or
- the transfer of the balance of their holdings, as calculated using the net asset value on the Maturity Date, to another fund of the PEGI where applicable. The corresponding sums shall be addressed to the beneficiary directly by the Custodial Account Manager or the Depository.

The Unitholders must make their choice known one (1) month before the Maturity Date at the latest. If the Unit Holder fails to make his/her choice known within the above-mentioned period, the Unit Holder’s assets remaining in the T.EN Leverage International 2026 Sub-Fund will be transferred to the “T.EN Classic International” Sub-Fund after the prior agreement of the Supervisory Board and approval of the AMF.

The redemption of the Units shall be carried out at the redemption price in accordance with the terms and conditions provided for in article 16 of this regulation.

As from the Maturity Date or, if applicable, as from the date of payment of the balance after the termination of the Swap, the T.EN Leverage 2026 International Sub-Fund will no longer benefit from the Swap and the Unit Holders and the T.EN Leverage International 2026 Sub-Fund will no longer benefit from the Capital Guarantee.

Redemption requests, along with supporting documents where applicable, must be sent via the Company or its delegated registrar, to the Custodial account manager for receipt no later than the business day preceding the date on which the net asset value is calculated, and are processed as follows:

	ASSETS AVAILABLE
	Redemption request online or via the mobile application or by post
Net asset value at which the redemption order is executed	D+1 working day based on opening price
Issuing the transfer or cheque	From D+2 working days from the execution net asset value

For the purposes of the above tables, D refers to:

- for online redemptions for assets available, D refers to the day on which the subscriber enters and validates their order online until 11.59pm, Paris time;
- for redemptions by post/mixed redemptions, D refers to the day on which the post is received before 10am, Paris time.

The net asset value is calculated and published on D+1.  
 If redemption orders are not received by the aforementioned cut-off times, said orders will be executed on the basis of the subsequent net asset value that is calculated.  
 Employees can obtain the contact details of the Custodial Account Manager from the Company.

In exceptional circumstances, the absence of a redemption cap mechanism may result in the fund being unable to honour redemption requests, thereby increasing the risk of a complete suspension of subscriptions and redemptions from this sub-fund.

**Common provisions:**

Employees can obtain the contact details of the Custodial Account Manager from the Company.

Units shall be paid for in cash deducted from the Fund’s assets. Under no circumstances may payments for redeemed units pass through the bank accounts of intermediaries, including those of the Company or Management Company. The relevant monies must be transferred directly to the beneficiaries by the Custodial Account Manager. Notwithstanding the foregoing, in the event of difficulty or infeasibility or on the express request of the Unitholder, the monies for redeemed units may be transferred to the beneficiary via his/her employer or via an establishment authorised under local regulations and with the authority to deduct taxes and social security contributions as required under the applicable regulations.

This transaction must be concluded within one month after the ascertainment of the net asset value following receipt of the redemption order.

The Management Company shall perform specific monitoring of monies invested in the Company’s securities as a result of their specific managerial and supervisory requirements, and ensure potential risks are avoided. The objective is to ensure that the payment of redeemed Units to Unitholders is carried out in compliance with the Management Company’s regulatory obligations, without any impact to the Fund’s management and the remaining Unitholders.

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

The issuance price for units will be equal to the net asset value calculated in accordance with Article 11 above.

[The issue price of units in the “T.EN Shares International Leverage 2026” sub-fund is equal to the 2026 Subscription Price.]

The redemption price for units will be equal to the net asset value calculated in accordance with Article 11 above.

## **ARTICLE 16 - OPERATING COSTS AND COMMISSION**

### **“T.EN Classic International” Sub-Fund**

	<b>Costs charged to the Fund</b>	<b>Base</b>	<b>Rate Scale</b>	<b>Covered by Fund / Company</b>		
P1	Administration fees	Net assets	0.08% incl. VAT maximum*	Fund		
P2	Operating costs and other services**					
P3	Indirect costs	Net assets	None	Not applicable		
	Subscription fee				None	Not applicable
	Redemption fee				None	Not applicable
	Management fees	Net assets	Not significant	Fund		
P4	Turnover fees	Deducted from each transaction	None	Not applicable		
P5	Performance fee	Net assets	None	Not applicable		

\*The minimum administration fee is €16,000, if the fund’s assets do not allow the minimum administration fee of €16,000 to be paid, the Company will pay the difference in order to reach this amount.

\*\* **Operating costs and other services include:**

#### **Depositary, legal, audit, tax costs:**

- Auditing fees;
- Depositary fees;
- Valuator-related costs;

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

- Compulsory professional association fees

In addition to the fees charged to the Fund and shown above, there may be costs relating to contributions payable by the Management Company to the AMF in respect of the management of the Sub-Fund.

### **“T.EN Leverage International 2023” and “T.EN Leverage International 2026” sub-funds**

	Costs charged to the Fund	Base	Rate Scale	Covered by Fund / Company		
P1	Administration fees	Net assets	1.00% incl. VAT per annum* - excluding the swap	Fund		
P2	Operating costs and other services**					
P3	Indirect costs	Net assets	None	Fund		
	Subscription fee				None	Not applicable
	Redemption fee				None	Not applicable
	Management fees				None	Not applicable
P4	Turnover fees	Deducted from each transaction	Not significant	Not applicable		
P5	Performance fee	Net assets	None	Not applicable		

\* i.e. a maximum of 0.08% of gross assets. The minimum administration fee is €16,000, if the fund's assets do not allow the minimum administration fee of €16,000 to be paid, the Company will pay the difference in order to reach this amount.

**\*\* Operating costs and other services include:**

**Depositary, legal, audit, tax costs:**

- Auditing fees;
- Depositary fees;
- Valuator-related costs;

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

- Compulsory professional association fees

Terms and conditions for the calculation and disclosure of the remuneration for temporary purchase and sale of securities: no remuneration

In addition to the fees charged to the Fund and shown above, there may be costs relating to contributions payable by the Management Company to the AMF in respect of the management of the Sub-Fund.

**TITLE IV**  
**ACCOUNTING ITEMS AND INFORMATION DOCUMENTS**

**ARTICLE 17 - FINANCIAL YEAR**

The financial year starts on the day after the last day of trading on Euronext Paris for the month of December and ends on the last day of trading on Euronext Paris for the same month of the following year or the day before if this day is a legal public holiday in France.

Exceptionally, the first financial year following the date of creation of the Fund shall commence as from its date of creation and shall end on the last day of trading in the month of December 2024.

**ARTICLE 18 - SEMI-ANNUAL DOCUMENT**

Within six weeks after every six-month period of the financial year, the Management Company shall prepare an inventory of the Fund's assets, under the supervision of the Depositary.

No later than eight weeks after the end of each six-month period, the Management Company must publish the asset allocation of the Fund, which has been certified by the Auditor. For this purpose, the Management Company shall provide this information to the Supervisory Board and to the Company, from which any unit holder may request it.

**ARTICLE 19 - ANNUAL REPORT**

Within six months after the close of each financial year, the Management Company shall send the Company (i) an inventory of the assets which is certified by the Depositary; (ii) the financial position, statement of income and notes required under the applicable chart of accounts, which have been signed-off by the Auditor; and (iii) the management report.

The Management Company will make available to unit holders a copy of the annual report which, in agreement with the Supervisory Board, may be replaced by a simplified report containing a statement indicating that the annual report is available to any unit holder who requests it from the Company.

The annual report indicates in particular:

- the amount of the Auditor's fees;
- the indirect fees (management fees, subscription and redemption fees) borne by funds that have invested over 20% of their assets in units or shares of Collective Investment Undertakings.

**TITLE V**  
**MODIFICATIONS, LIQUIDATION AND DISPUTES**

**ARTICLE 20 - AMENDMENTS TO THE REGULATION**

Amendments to this regulation subject to the prior approval of the Supervisory Board are given in article 8. All amendments come into force at the earliest three working days after the unit holders have been informed by the Company at least according to the terms and conditions specified by the Autorité des marchés financiers, meaning, according to the case, display in the Company premises, insertion in an information document, letter addressed to each unit holder, or any other means.

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

The Supervisory Board may decide to replace the management company and/or depositary especially where either is no longer capable of continuing in its functions or decides to no longer continue in its functions.

Any change of management company and/or depositary will require the prior agreement of the Supervisory Board and the approval of the Financial Markets Regulator (AMF).

Once a new management company and/or depositary has/have been appointed, the transfer of functions should be completed no later than three months following the approval obtained from the Financial Markets Regulator.

During this period, the former management company will prepare an interim management report for the part of the financial year under its management, and establish an inventory of the Fund's assets. These documents will be provided to the new management company on a date agreed by the former and new management companies and the former and new depositaries. The Supervisory Board must be informed of this date. Where no date can be agreed upon, the documents will be transmitted at the lapse of the mentioned three-month period.

In the event of a change in depositary, the former depositary will transfer all securities and other components of the sub-fund's assets to the new depositary according to the terms agreed upon by them and, where applicable, the management company/companies.

**ARTICLE 22 - MERGER / DIVISION**

The provisions of this Article shall apply to each sub-fund.

The transaction is decided by the Supervisory Board. If the Supervisory Board cannot be convened, the Management Company, with the agreement of the Depositary, will transfer the assets of the Fund to a "multi-company" fund.

The agreement of the Supervisory Board of the recipient fund is required. However, if the regulations of the recipient fund provides for the contribution of assets from other funds, this approval is not required.

Such operations may only occur after approval from the Financial Markets Regulator and the notification of unitholders of the contributing fund under the terms stated in Article 20 of this regulation. Said operations will be performed under the supervision of the Auditor.

If the Supervisory Board cannot be convened, the assets may be transferred only after the Management Company or, failing that, the Company sends a communication to the Unitholders.

The unitholders' new rights will be calculated on the basis of the net asset value of the fund or funds as determined on the day the operations are concluded. The Custodial Account Manager will send a certificate to the unitholders of the merged or demerged fund, stating the number of units they now hold in the new fund or funds. The Company gives the unitholders the key investor information document(s) for this new fund or funds and makes available to them the text of the regulation(s) for this new fund, once it has been brought into line with the texts currently applicable, if necessary.

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

### **“T.EN Classic International” Sub-Fund**

These operations are possible if the liquidity of the original fund permits this.

#### **Change of individual investment choice:**

If the regulations of the PEGI so provide, a unit holder may request a change of individual investment choice (transfer) from the current Sub-Fund to another investment vehicle.

In this case, the Unitholder must send the application for the change to the Custodial Account Manager (or as stipulated in the agreement with the company).

#### **Partial collective transfers:**

The economic and social council, or failing that, the signatories to the agreement, or failing that, two-thirds (2/3) of the unitholders of the same company may decide to collectively transfer the holdings of the employees and former employees of that company from this Sub-Fund to another investment vehicle.

The contribution to a new fund then takes place under the same conditions as those provided in the last paragraph of article 22 of this regulation.

### **“T.EN Leverage International 2023” Sub-Fund**

These operations are possible if the liquidity of the original fund permits this.

#### **Change of individual investment choice:**

From the final net asset value date, i.e. 19 September 2028, provided that the PEG Regulations so provide, a unitholder may request, through his company, the Custodial Account Manager to transfer his assets from this Sub-Fund to another investment vehicle.

In this case, the investor must send a transfer request to the Custodial Account Manager of the units.

#### **Partial collective transfers:**

From the final net asset value date, i.e. 19 September 2028, the economic and social council, or failing that, the signatories to the agreement, or failing that, two-thirds (2/3) of the unitholders of the same company may decide to collectively transfer the holdings of the employees and former employees of that company from this Sub-Fund to another investment vehicle.

The contribution to a new fund then takes place under the same conditions as those provided in the last paragraph of article 22 of this regulation.

### **“T.EN Leverage International 2026” Sub-Fund**

These operations are possible if the liquidity of the original fund permits this.

#### **Change of individual investment choice:**

From the final net asset value date, i.e. 30 July 2031, provided that the PEGI Regulations so provide, a unitholder may request, through his company, the Custodial Account Manager to transfer his assets from this Sub-Fund to another investment vehicle.

In this case, the investor must send a transfer request to the Custodial Account Manager of the units.

#### **Partial collective transfers:**

From the final net asset value date, i.e. 30 July 2031, the economic and social council, or failing that, the signatories to the agreement, or failing that, two-thirds (2/3) of the unitholders of the same company may decide to collectively transfer the holdings of the employees and former employees of that company from this Sub-Fund to another investment vehicle.

The contribution to a new fund then takes place under the same conditions as those provided in the last paragraph of article 22 of this regulation.

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

The Fund may not be liquidated while there are units subject to a lock-up period.

1. Where all units are no longer under a lock-up period, the Management Company, Depositary and Supervisory Board may jointly agree to the liquidation of the Fund at the end of any applicable term stated in Article 4. In such a case, the Management Company will have all powers to carry out the liquidation of the assets, while the Depositary will have all powers to distribute, in a lump sum or in instalments, the results of this liquidation among the unitholders.

If the above proves impossible, any party concerned may petition the courts to appoint a liquidator.

The Auditor and the Depositary will continue to exercise their functions until the liquidation has been fully completed.

2. If there are any unitholders who cannot be contacted at their last known address, the liquidation may occur only at the end of the first year following the expiration of the lock-up period for the most recently issued units.

Where all units exiting a lock-up period are held by unitholders who cannot be contacted at their last known address, the Management Company may:

- either extend the Fund beyond the deadline provided in the regulation;
- or, with the agreement of the Depositary, transfer those units to a money market “multi-company” fund, which is managed by the Management Company, at the end of one year from the date all units exited the lock-up period, and wind-up the Fund.

Where all units have been redeemed, the Management Company and Depositary may jointly decide to wind-up the Fund. The Management Company, Depositary and Auditor will continue to exercise their functions until the wind-up has been fully completed.

## **ARTICLE 25 - DISPUTES – COMPETENCE**

The relevant French courts shall have jurisdiction to hear all disputes relating to the Fund which may arise between the Unitholders and the Management Company or Depositary during the term of the Fund or during its liquidation.

FCPE regulation: T.EN Shares International

T.EN Leverage International 2026 Sub-Fund: approved by the AMF (French Financial Markets Regulator) on 19 December 2025

T.EN Classic International Sub-Fund: approved by the French Financial Markets Regulator on 14 March 2023

T.EN Leverage International 2023 Sub-Fund: approved by the AMF (French Financial Markets Regulator) on 14 March 2023

Summary of changes:

19 December 2025: creation of the “T.EN Leverage International 2026” sub-fund and change of the name of the “T.EN Leverage International” sub-fund to “T.EN Leverage International 2023”

18 December 2024: introduction of the Swing Pricing and Gates mechanism for the T EN CLASSIC INTERNATIONAL sub-fund, introduction of a warning in the absence of Gates for T EN LEVERAGE INTERNATIONAL

## **Appendix 1**

## Glossary

<b>Personal Contribution:</b>	Refers to all the sums paid by the beneficiary to participate in the 2023 Offer or the 2026 Offer (profit-sharing, incentive bonus, voluntary payment and matching contribution)
<b>Stock Exchange:</b>	Euronext Paris, Sub-Fund A, or any other sub-fund or market that may be substituted in the event of application of the provisions of the Swap
<b>Early Release:</b>	Refers to the cases of early release provided for in the PEGI
<b>Start Date:</b>	19 September 2023 for the 2023 Offer or 30 July 2026 for the 2026 Offer
<b>Early Release Date t:</b>	The last day of trading on the Stock Exchange for a given month, associated with each Early Release Period t
<b>Maturity Date:</b>	19 September 2028 for the 2023 Offer or 30 July 2031 for the 2026 Offer
<b>Working Day:</b>	(i) for any payment, on a day on which the TARGET2 real-time gross settlement system is open, (ii) for any other transaction, including any notification or calculation, on a day that is both a day on which the TARGET2 real-time gross settlement system is open and a day that is not a public holiday (as defined in the French Labour Code) outside France
<b>Trading Day:</b>	A day when the Stock Exchange is open for the determination of market prices and is also a Working Day
<b>Unit:</b>	Means any unit of a Sub-Fund
<b>Early Release Period t:</b>	Any period beginning on the second Working Day (inclusive) preceding the last Trading Day of a month (referred to as “t-1”) and ending on the third [Trading Day?] (inclusive) preceding the last Trading Day of the following month (referred to as “t”) as from the first Early Release Period t until 31/08/2028 for the 2023 Offer or until 30/06/2031 for the 2026 Offer, the first Early Release Period t beginning on 20/09/2023 for the 2023 Offer or beginning on 31/07/2026 for the 2026 Offer and ending on 26/09/2023 for the 2023 Offer or ending on 26/08/2026 for the 2026 Offer; the last Early Release Period t beginning on 27/07/2028 and ending on 28/08/2028 for the 2023 Offer or beginning on 28/05/2031 and ending on 25/06/2031 for the 2026 Offer
<b>Unitholder:</b>	Means any person holding units in a Sub-Fund of the Fund