

OVH GROUP INTERNATIONAL SAVINGS PLAN

This Group International Savings Plan (hereinafter the "**Plan**" or "PEGI") was established as an initiative of OVH Groupe Company, registered with the Paris Trade and Companies Registry under number B 537 407 926 RCS Roubaix-Tourcoing, with registered offices located at 2, rue Kellermann, 59100 Roubaix, France (hereinafter "**OVH GROUPE**") for the benefit of employees of companies in which OVH holds, directly or indirectly, more than 95% of the share capital and whose registered office is located outside France (together with OVH GROUPE, the "**Group**").

The plan is set up in the framework of Articles L. 3331-1 *et seq.* of the French Labor Code and is governed by French law.

This plan is an addendum to the OVH Group Savings Plan ("Plan"), originally established on 31st August 2021. The purpose of the addendum is to supplement the cases of early releases following the evolution of the applicable texts.

These rules may be amended under the conditions mentioned in provisions below, a consolidated version of the rules being then established.

ARTICLE 1 – Scope of the Plan

The Plan is established for the benefit of the employees of the participating entities in order to create a framework allowing investment in OVHcloud shares. It is not open to persons who do not have the status of "employee" of a participating entity (for example external consultants and advisors, persons engaged by the group under a service agreement or persons made available to a member company by a temporary employment agency as temporary workers).

Membership of the Plan is open to companies in which OVH GROUPE holds, directly or indirectly, more than 95% of the share capital and whose registered office is located outside France.

The effective membership of a company is evidenced by the signature of a membership form, a model of which is provided in Appendix 5. The list of member companies of the Plan is provided in Appendix 1.

Apart from termination of the Plan, the exit of a company from the scope of the Plan takes place automatically when its share capital is no longer held, directly or indirectly, by more than 95% by OVH GROUPE. The withdrawal of a participating company from the Group has no impact on the assets of the beneficiaries.

ARTICLE 2 – Purpose of the Plan

The purpose of the Plan is to allow employees of Group companies whose registered office is located outside France to participate, with the help of their employer, in offers of OVHcloud share reserved for members of a company savings plan under French law and to receive an additional contribution specific to the share plan.

ARTICLE 3 – Beneficiaries

All employees of a participating company who, on the date of contribution to the Plan, have three months of service in the company may join the Plan. In the context of a subscription to a share offering, the date of contribution is deemed to be the last day of the subscription period. For the determination of the required seniority, all employment contracts executed during the year of contribution and the twelve preceding months are taken into account.

Pursuant to Article L. 3332-2 of the French Labor Code, corporate officers (chairman, managing directors, managers or members of the management board) of companies employing at least one and less than two hundred and fifty employees are also eligible to join the Plan.

The beneficiary's membership in the Plan results from the sole fact of an initial contribution into the Plan.

The decision for a beneficiary to join the Plan and participate in any share offerings proposed in the framework of the Plan is personal and voluntary. It does not constitute a right acquired and does not prejudice in any way the implementation of employee share offerings in the future. It has no impact on the employment contract of the beneficiary nor on his or her employment within the Group.

No further personal contribution may be made starting from the date on which the participant ceases to belong to the company, irrespective of the reason.

ARTICLE 4 – Funding of the Plan

The Plan shall be financed by the following resources:

- Voluntary contributions by the participants, under the conditions indicated in Article 5;
- Contribution of the participating company by way of employer matching contribution, under the conditions indicated in Article 6.

ARTICLE 5 – Contributions of participants

Voluntary contributions are only made on the occasion of employee shareholding operations offered by OVH GROUPE or other investment period upon decision of OVH GROUPE. In

particular, employees have the possibility to allocate to the Plan the amounts that they are entitled to receive pursuant to the Global Incentive Plan.

Each beneficiary may make payments into the Plan for an amount defined by him/her at the time of payment, subject to the following conditions.

There is no minimum contribution amount. However, participants who acquire OVHcloud shares directly will receive a whole number of shares corresponding to the value of the participant's contribution and matching contribution, if any.

The total amount of annual contributions made by an employee may not exceed one quarter of his/her gross annual remuneration.

The total amount of annual payments made by an employee whose employment contract is suspended, who has not received any remuneration for the previous year, may not exceed one quarter of the annual French social security ceiling, as such ceiling is made available on <https://www.urssaf.fr/portail/home/taux-et-baremes/plafonds.html>.

Participating companies define the methods of payment of voluntary contributions for their employees, which may include, but are not limited to, bank transfer, deduction from the employee's bank account, salary deduction, cheque, etc.

ARTICLE 6 – Contribution of the Company

6.1 Account maintenance fees

The participating company shall bear the account maintenance fees listed in Appendix 4.

In the event of the departure from the company, these costs shall cease to be borne by the company and shall be collected from the assets held by the beneficiaries who have left the company.

However, in the event of the liquidation of the participating company, the costs of the account maintenance due after the liquidation will be charged to the beneficiaries.

If the participating company leaves the Group, these costs will be charged to the beneficiaries after their assets become available.

6.2 Additional contribution by the Employer - Employer matching contribution

Participating companies may decide to supplement the contributions made by their employees into the Plan with a matching contribution.

The employer matching contribution may be paid in cash or in the form of OVHcloud shares allocated free of charge.

The terms of payment of the employer matching contribution are specified in Appendix 3.

The Employer matching contribution will not be available to former employees who have maintained their subscription to the Plan.

6.3 Unilateral contribution by the Employer

The participating companies may decide to pay an employer contribution, in the absence of a contribution made by the employee, under the conditions and within the limits provided for in Article L. 3332-11 of the French Labor Code and Appendix 3.

The unilateral matching contribution may be paid in cash or in the form of OVHcloud shares allocated free of charge.

The shares or units of the FCPE (*Fonds Commun de Placement d'Entreprise*) "OVHcloud Shares" thus acquired by the employee are only available at the end of a minimum period of five years from the date of payment of this contribution, without the benefit of the cases of early release provided for in Article 8 of the Plan.

ARTICLE 7 – Use of funds

7.1 Investment formulas

The sums paid into the Plan will be used, depending on the conditions of the share offerings proposed to the employees and the applicable local regulations, for :

- the subscription of units of the FCPE (*Fonds Commun de Placement d'Entreprise*) "OVHcloud Shares" invested in shares issued by OVH GROUPE, known as the "shareholding fund" governed by Article L. 214-165 of the French Monetary and Financial Code,
- the subscription of shares in a FCPE Relais that is to be merged with a shareholding fund at a later date,
- the direct subscription or acquisition of OVHcloud shares.

The list of investment methods and the selection criteria are set out in Appendix 3. The Key Information Documents (hereinafter "**KID**") of the FCPEs are also attached.

7.2 Incomes

All income and revenue from the assets of the FCPEs are reinvested in the corresponding FCPE according to the terms and conditions set out in its rules and do not give rise to any distribution among the unitholders.

Incomes from shares held directly are not reinvested in the Plan and are paid to participants. Charges may apply.

7.3 Accounting for assets

Participants' assets are individualised by being registered in an individual account in the PEGI administrative account register. The register shows the status of each participant's account with indication of the investments made and the duration of the applicable lock-up period.

For the assets held in the FCPE "OVHcloud Shares", the register is maintained by Amundi ESR, custodian of the FCPE units.

For assets invested in OVHcloud Shares held directly, the register is maintained by Uptevia, the institution responsible for keeping the beneficiaries' securities accounts.

ARTICLE 8 – Lock-up Period

The beneficiaries' assets only become available at the end of a five-years lock-up period calculated from date of contribution.

The beneficiaries or their successors may however obtain the early release from this lock-up period in the following cases provided for in Article R. 3324-22 of the French Labor Code :

- marriage or registration of a civil union agreement by the participant;
- birth, or the arrival in the participants home of a child for adoption, if the participant's household is already financially responsible for at least two children;
- divorce, separation or dissolution of a civil union agreement when a judicial decision grants sole or shared custody of at least one child in the home of the participant;
- violence committed against the participant by his or her spouse, cohabitant or civil partner, or former spouse, cohabitant or partner, and recorded by a protection order or subject to legal proceedings;
- disability of the participant, his/her children, spouse or civil partner. This disability is assessed in accordance with paragraphs 2 and 3 of Article L. 341-4 of the French Social Security Code or must be recognised by a decision of the commission for the rights and autonomy of disabled persons or a president of a regional council, provided that the disability rate is at least 80% and the interested party performs no professional activity;
- death of the participant, his/her spouse or civil partner;
- termination of the employment contract, the cessation of the activity in case of the individual entrepreneur, the end of the corporate mandate, the loss of the status of collaborating spouse or associated spouse;
- use of the assets for the creation or resumption, by the participant, his/her children, spouse, or civil partner of an industrial, commercial, handicraft or agricultural business, either individually or in the form of a company, provided to exercise control as defined by Article R.5141-2 of the French Labor Code, for establishment for the purpose of practicing another non-salaried profession, or for the acquisitions of shares in a producer co-operative;
- use of the assets for the acquisition or extension of the principal residence involving the creation of a new living space as defined in Article R. 156-1 of the French Construction and Housing Code, subject to the existence of a building permit or preliminary declaration of work, or for the restoration of the principal residence damaged in a natural disaster recognised by a ministerial order;

- severe debt of the participant, as defined in Article L. 711-1 of the French Consumer Code, at the request addressed to the body managing the funds or to the employer, either by the president of the commission for the debt of private individuals, or by the judge when the release of rights appears necessary to settle the person's liabilities.
- caregiver activity carried out by the person concerned, their spouse or their partner bound by a civil union agreement with a close relative as defined in Articles L. 3142-16 and L. 3142-17 of the French Labor Code;
- allocation of sums saved for energy renovation works of the main residence mentioned in Articles D. 319-16 and D. 319-17 of the French Construction and Housing Code.
- purchase of a vehicle that meets one of the following two conditions: a) It belongs, within the meaning of Article R. 311-1 of the French Highway Code, to category M1, the category of vans, or the category of two- three-wheel motor vehicles and motorised quadricycles, and it uses electricity, hydrogen, or a combination of the two as its exclusive energy source; b) It is a new pedal-assisted cycle, within the meaning of point 6.11 of Article R. 311-1 of the French Highway Code.

Any modification of the above list instituted in French law at a later date by legal or regulatory means shall apply automatically.

However, in some countries, in application of local legislation or restrictions imposed by the local administration, certain cases of early release will not be open to beneficiaries. Beneficiaries will be informed of these modifications in the documentation prepared for their attention. Where applicable, for the same reasons, the lock-up period may be extended in certain countries. The early release from the lock-up takes the form of a one-off payment which can relate, at the employee's discretion, to all or part of the assets that may be released.

The employee's request must be made within six months of the triggering event, except in the event of termination of the employment contract or corporate mandate, death of the beneficiary, spouse or civil partner, disability, domestic violence, debt and caregiver activity, where it may be made at any time.

ARTICLE 9 – Information of Beneficiaries

9.1 Information of beneficiaries who are present in the participating company

Any beneficiary who wishes to receive the text of these rules and any subsequent amendments may obtain these documents at any time from the human resources department of his/her company.

9.2 Information of beneficiaries who leave the participating company

Any beneficiary leaving the company shall receive a summary statement of all the sums and securities saved in the Plan, as provided for in Article L. 3341-7 of the French Labor Code.

This statement shall distinguish the available assets, mentioning any element deemed useful to the beneficiary to obtain the liquidation thereof, specifying the deadlines at which these assets will be available.

The summary statement is inserted in the employee savings booklet.

The references of all entities authorised to carry out activities of custody or administration of financial instruments pursuant to Article L. 542-1 of the French Monetary and Financial Code, that are managing the sums and securities saved or transferred by the beneficiary under an employee savings scheme, appear on each individual account statement and each summary statement.

When a beneficiary cannot be reached at the last address indicated by him/her, the custody of the FCPE units shall continue to be maintained by the organisation in charge of it and from which the beneficiary may claim them until the end of the periods provided for in III of Article L. 312-20 of the French Monetary and Financial Code.

ARTICLE 10 – Applicable law and resolution of disputes

The Plan is governed by French law.

Before submitting disputes to the competent courts, OVH GROUPE, the participating company and the beneficiary will endeavor to resolve them amicably.

ARTICLE 11 – Implementation and duration of the Plan

The Plan takes effect from the date of its signature and, for each company of the Group that joins the Plan, from the date of joining.

It is established for an indefinite period.

It may be terminated with three months' notice, but its definitive liquidation may only take place at the end of the lock-up period referred to in Article 8, for all the members of the Plan on the date of such termination.

ARTICLE 12 – Translation

In case of translation of these rules, the French version shall prevail.

Established in Roubaix, on October 24, 2024

In 2 copies.

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GROUP CHRO

APPENDIX 1: List of participating companies

EMEA area

- Germany: OVH GmbH, DCD Data Center Deutschland GmbH and Gridscale GmbH
- Spain: OVH Hispano SL
- Ireland: OVH Hosting Limited
- Italy: OVH SRL and OVHcloud DC Italy
- Netherlands: OVH B.V.
- Poland: Data Center Ozarow Sp.Z.o.o. and OVH Sp. Z.o.o.
- Portugal: OVH HOSTING LDA
- United Kingdom: OVH Limited and Data Center Erith Ltd.
- Tunisia: OVH SARL, OVH Tunisia, subject to obtaining authorisations from the local authorities

NA area

- Canada :OVH INFRASTRUCTURES CANADA Inc., OVH SERVEURS Inc.,
HEBERGEMENT OVH Inc.,
- United States : OVH US LLC, NFA Group, Inc.

APAC area

- Australia: OVH Australia Pty Ltd and Data Center Sydney Pty. Ltd.
- India: OVHTECH R&D and Altimat Data Center India Pvt Ltd
- Singapore: Altimat Data Center Singapore Pte. Ltd. and OVH Singapore Pte. Ltd.

APPENDIX 2: List of investment methods and selection criteria

In accordance with Article R. 3332-1 of the French Labor Code, the purpose of this appendix is to group together the investment vehicles offered within the framework of the Plan and to specify the payment possibilities. Restrictions on access to certain investment options may be imposed during certain periods or on the occasion of certain operations.

This appendix also includes the Key Information Documents (KIDs) for the FCPEs, describing their specific characteristics and management guidelines.

As part of the decision support system provided for by Article L. 3332-7 of the French Labor Code, beneficiaries have access to information on the investment vehicles offered under the Plan and contained in the regulations of the company mutual funds and their KIDs, which beneficiaries may consult at any time with their human resources correspondent. It is reminded that the KID includes information on the composition of the fund's assets, its performance and the level of risk.

Corporate mutual funds (FCPE) invested in OVHcloud shares

The beneficiary has the possibility to invest in the following fund:

- FCPE "OVHcloud Shares"

The objective of this investment is to become a shareholder of OVH through the FCPE.

The management company of this FCPE is Amundi. The custodian is CACEIS Bank. The account manager of the units is Amundi ESR.

The FCPE "OVHcloud Shares" may be funded by voluntary payments from beneficiaries, as well as by allocation of the global incentive plan, or by additional payments from participating companies (employer matching contribution), if applicable, in the form of free shares.

Acquisition of OVHcloud shares via the FCPE "OVHcloud Shares" is offered in the following countries: Australia, Canada, India, Ireland, Portugal, the United Kingdom, Singapore.

The acquisition of OVHcloud shares via the FCPE "OVHcloud Shares" will also be offered in Tunisia subject to obtaining authorisations from the local authorities.

Direct shareholding

OVH GROUPE may offer employees of member companies, located in countries where the subscription or acquisition of OVHcloud shares through an FCPE is not open, the possibility to subscribe or acquire OVHcloud shares directly.

Direct acquisition of OVHcloud shares is offered in the following countries Germany, Spain, Italy, United States and Poland.

FCPE Relais (temporary FCPE)

If necessary, it may be necessary to establish in the future an FCPE Relais to enable investment in OVHcloud shares, said FCPE being intended to be merged into a Shareholding Fund at the end of the capital increase, or the assets of the FCPE Relais contributed to the Shareholding Funds.

In this case, the management company, custodian and account keeper of such FCPE Relais will be the same as those of the Shareholding Fund into which the FCPE Relais will be merged or to which the assets will be contributed, as the case may be.

APPENDIX 3: Terms and conditions of the employer matching contribution

This Appendix 3 sets out the terms and conditions of the employer matching contribution paid to employees investing in the FCPE "OVHcloud Shares" or acquiring OVHcloud shares directly by allocating to the Plan their global incentive plan.

Employees who allocate to the Plan the amounts that they are entitled to receive pursuant to the Global Incentive Plan will benefit from an employer matching contribution according to the following scale:

Amount contributed to the Plan by the employee	Matching contribution of OVH
From 0 to 500 €	100 %
From 500 to 1 000 €	75 %
From 1 000 € to 2 000 €	50 %

NB :

- For employees subscribing to the Employee Share Offering outside the Euro zone, an exchange rate between the Euro and the employee's local currency will be communicated in the documentation prepared at their attention.

Beyond the amount of €2,000, the subscribers' payments will not be matched.

APPENDIX 4: Costs of account maintenance services borne by the company

Participating companies shall bear the costs relating to:

- the opening of the beneficiary's account;
- an annual contribution of the employee, in addition to the payment into the Plan of amounts allocated to employees pursuant to the global incentive plan;
- an annual change in the investment choice;
- the preparation and sending of the annual statement of account;
- all redemptions at maturity or under Article R. 3324-22 of the French Labor Code, provided that they are made by transfer to the employee's account; and
- beneficiaries' access to online tools informing them about their accounts.

It is reminded that, in accordance with Article 6.1 of the Plan, in the event of the departure from the company, these costs cease to be borne by the company and will then be collected by deduction from the assets held by the beneficiaries who have left the company.

In the event of the liquidation of the member company, the costs of account keeping services due after the liquidation will be charged to the beneficiaries.

APPENDIX 5: Template of membership form

MEMBERSHIP FORM FOR OVH GROUP INTERNATIONAL SAVINGS PLAN

The Company _____

With registered office located at _____

Country _____

Represented by _____

Acting in his/her capacity as _____

after having read the rules of the OVH Group International Savings Plan (hereinafter the "Plan") established by OVH GROUPE on 31st August 2021, as modified by the addendum dated [•] 2024, hereby declares that the Company expressly accepts its terms and conditions.

Done in duplicate,

In _____, on _____

Signature :

APPENDIX 6: Conditions of allocation of Kudos to the PEGI

The OVH Group has set up a system to reward the loyalty and commitment of OVH Group employees with the Kudos program.

The purpose of the Kudos program is to reward the employees of the Group's companies through the allocation of units, known as "Kudos". Kudos can be converted by the employee into benefits in various forms, including investment in the FCPE "OVHcloud Shares".

In practice, the allocation of Kudos to the FCPE "OVHcloud Shares" takes the form of a voluntary payment into the FCPE "OVHcloud Shares", resulting in the issuance of a number of units determined in relation to the net asset value of the FCPE on the investment date.

The investment of Kudos in the FCPE "OVHcloud Shares" is governed by the provisions of this Appendix and the regulations of the FCPE "OVHcloud Shares":

- investment in the FCPE "OVHcloud Shares" is open to all beneficiaries of Kudos employed by a company that is a member of the OVH Group International Savings Plan ("PEGI") located in Australia, Canada, India, Ireland, Portugal (subject to approval of the local authority), the United Kingdom or Singapore. This will also be the case in Tunisia, subject to obtaining authorisations from the local authorities;
- the allocation of Kudos to the FCPE "OVHcloud Shares" is treated in the same way as a voluntary payment in this FCPE, it being understood that this payment can be made for all the Kudos available to the employee, without limitation;
- all income and revenue from the FCPE "OVHcloud Shares" assets are reinvested in the FCPE according to the terms and conditions set out in its rules and do not give rise to any distribution among unitholders;
- participants' assets are individualised by being registered in an individual account in the PEGI administrative account register. The register is maintained by Amundi ESR, custodian of the FCPE's units;
- all account maintenance fees are covered by the company under the same conditions as those set out in Appendix 4.

By way of clarification, it is specified that the payment into the FCPE "OVHcloud Shares" per investment of the Kudos does not give rise to a matching contribution and the units of the FCPE "OVHcloud Shares" issued on the occasion of this investment are available assets.