

Louis Hachette Group
French public limited company (*société anonyme*)
Share capital: €198,399,298.80
Registered office: 4 rue de Presbourg - 75116 Paris - France
808 946 305 R.C.S. Paris
(the "**Company**")

ARTICLES OF ASSOCIATION

Updated on 29 April 2025

Certified true copy

Jean-Christophe Thierry de Bercegol du Moulin
Chairman and Chief Executive Officer

<p style="text-align: center;">Part I LEGAL FORM – PURPOSE – REGISTERED OFFICE</p>
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Article 1 – LEGAL FORM

The Company, initially incorporated as a simplified joint stock company (*société par actions simplifiée*), was subsequently converted into a public limited company with a Board of Directors (*société anonyme à conseil d'administration*) by a decision of its shareholders dated 22 October 2024. In connection with the listing of the Company's shares on Euronext Growth, the Company's Articles of Association were amended on 9 December 2024.

The Company is governed by laws and regulations in force and by these Articles of Association.

Article 2 - PURPOSE

The Company's main purpose is, directly or indirectly, in France and in all countries:

- the management and acquisition, by subscription, purchase, contribution, exchange or any other means, of shares, bonds and any other securities of Lagardère SA, and the ability to sell all or part of these securities;
- the publication, editing, production and distribution of periodical magazines including their ancillary products, all directly or indirectly, either on its own behalf or on behalf of third parties, either alone or with third parties, by means of the incorporation of new companies, contributions, subscriptions for limited partnership shares, the exercise of subscription rights, the purchase of securities or rights, mergers, joint ventures, the acquisition of equity interests or the leasing or management of any assets or rights, or otherwise and, in general, any financial, commercial, industrial, real estate or share transactions that may be directly or indirectly related to one of the specified purposes or to any similar or related purpose, or that may promote the development of the Company's assets;
- any commercial, industrial, financial, stock, share and real-estate transactions directly or indirectly related to the aforementioned purpose or to any similar or related purposes, or contributing to the fulfillment of these purposes;

and, more generally, the management and acquisition, by way of subscription, purchase, contribution, exchange or through any other means, of shares, bonds and any other securities of companies already existing or to be formed and the right to sell such securities.

Article 3 – COMPANY NAME

The name of the Company is "Louis Hachette Group".

All deeds and documents issued by the Company and addressed to third parties must state the Company's name, immediately preceded or followed by the words "Société anonyme" or the initials "S.A.", as well as the amount of the share capital and the place and number of registration of the Company in the Trade and Companies Register.

Article 4 – REGISTERED OFFICE

The Company's registered office is located at 4 rue de Presbourg - 75116 Paris.

The registered office may be transferred to any other location, in accordance with applicable laws and regulations.

Article 5 - TERM

The term of the Company is set at 99 years as from the date of its registration in the Trade and Companies Register, except in the event of early dissolution or extension decided by an Extraordinary Shareholders' Meeting.

Part II SHARE CAPITAL - SHARES

Article 6 - SHARE CAPITAL

The share capital is €198,399,298.80, divided into 991,996,494 shares with a par value of €0.20, all ranking *pari passu* and fully paid up.

Article 7 - CHANGES IN THE SHARE CAPITAL

The share capital may be increased, reduced, amortized or divided by decision of the competent Shareholders' Meeting in accordance with applicable laws and regulations.

Article 8 - SHARES

1. The shares may take the form of registered shares or bearer shares, unless provided otherwise by law or regulation.
2. The Company may at any time, in accordance with applicable laws and regulations, request from the central institution responsible for keeping the Company's share issuance account any information relating to shares of the Company which confer a voting right at its Shareholders' Meetings, whether immediately or in the future.

Failure by shareholders or intermediaries to comply with their obligation to provide the aforementioned information may lead to the suspension or suppression of dividend and/or voting rights, as permitted by law or regulation.

3. Any individual or legal entity, acting alone or in concert, who comes to hold or ceases to hold, directly or indirectly, at least 0.5% of the Company's share capital or voting rights, or above the threshold of 5% of the capital or voting rights, at least 1% of the Company's share capital or voting rights, or any multiple of these fractions, shall notify the Company, by registered letter with acknowledgement of receipt addressed to the registered office within four trading days following the crossing of each of these thresholds and to indicate the total number of shares and voting rights held (alone, directly or indirectly, or in concert), as well as:
(a) the number of securities giving subsequent access to the Company's share capital held and the number of voting rights attached thereto, (b) the securities and voting rights already issued that this person may acquire, pursuant to an agreement or financial instrument, and (c) all the information set out in Article L. 233-7 of the French Commercial Code.

Assimilated shares and voting rights attached thereto shall be taken into account for the purposes of determining the thresholds provided in the previous paragraph, in accordance with the provisions of Articles L. 233-7 and L. 233-9 of the French Commercial Code.

These disclosure requirements cease to apply in case of holding, alone or in concert, more than 50% of the voting rights.

Failure to comply with this provision shall be penalized in accordance with legal and regulatory provisions, at the request, recorded in the minutes of the Shareholders' Meeting, of one or more shareholders holding at least 5% of the Company's share capital.

4. The person required to provide the information specified in Article 8.3 shall state, whenever the threshold of one tenth or one fifth of the capital or voting rights is crossed, the objectives it intends to pursue over the next six months.

This person shall specify in its statement:

- a. Sources of financing of the acquisition;
- b. Whether it is acting alone or in concert;
- c. Whether it intends to stop or continue its acquisitions and acquire or not the control of the Company;
- d. The strategy it envisages for the Company and the operations to implement it;
- e. Its intentions with regard to the settlement of the agreements and instruments referred to in 4° and 4° bis of I of Article L. 233-9 of the French Commercial Code, if it is a party to such agreements or instruments;
- f. Any temporary transfer agreement relating to shares and voting rights;
- g. If it intends to request its appointment or that of one or several persons as director.

This statement must be sent to the Company within 5 trading days of each threshold being crossed.

This information may be published by the Company on its website.

In the event of a change of intent within six months from the filing of this statement of intent, a new statement, indicating the reasons for the change, must be addressed to the Company without delay, and may be published by the Company on its website. This new declaration shall restart the above-mentioned six-month period.

Article 9 - RIGHTS AND OBLIGATIONS ATTACHED TO SHARES

1. Each share carries a right of ownership of the Company's assets and liquidation surplus in proportion to the fraction of the authorized share capital that it represents.
2. Whenever a certain number of shares is necessary to exercise a right, shareholders who do not own the said number of shares shall be responsible, if necessary, for grouping the shares corresponding to the required quantity.
3. Ownership of a share implies acceptance of these Articles of Association and of decisions made by the Shareholders' Meeting and of the Board of Directors acting by delegation from the Shareholders' Meeting.

Part III BOARD OF DIRECTORS
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Article 10 - COMPOSITION OF THE BOARD OF DIRECTORS

1. The Board of Directors is composed of a minimum of three members and a maximum of eighteen members, subject to the temporary exception set forth by applicable laws and regulations.

The members are individuals or legal entities appointed by the Ordinary Shareholders' Meeting, which may dismiss them at any time.

2. The members of the Board of Directors are appointed for a four-year term, expiring at the end of the Ordinary Shareholders' Meeting called to approve the financial statements for the year ended, and which is held the year during which the term of office expires. They may be re-elected for additional terms.

With the exception of the Chairman and Chief Executive Officer, half (or as close as possible to half) of the members of the Board of Directors appointed by the Ordinary General Meeting are re-appointed or replaced every two years. The Directors whose term will expire early, at the end of the second year, will be selected at random no later than the Board meeting at which the General Meeting is called. These Directors will be eligible for re-appointment.

At the end of each Annual Shareholders' Meeting, the number of members of the Board of Directors who have reached the age defined by law or regulation on the closing date of the financial year whose financial statements are approved by the meeting, shall not be more than one-third of the number of members in office. When this limit is exceeded, the oldest members shall be deemed to have resigned at the end of the said Shareholders' Meeting until the requirement set forth herein is met.

In the event of a vacancy of one or more board seats due to death or resignation, and provided that the total number of members of the Board of Directors does not fall below three, the Board of Directors may make temporary appointments between two Shareholders' Meetings which shall be subject to ratification by the next Ordinary Shareholders' Meeting.

Article 11 - MISSION OF THE BOARD OF DIRECTORS

1. The Board of Directors determines the orientations of Company's business and ensures their implementation in line with its corporate interests and taking into consideration the social and environmental surrounding its activity. Subject to the powers expressly attributed to Shareholders' Meetings and within the scope of the Company's purpose, the Board deals with all matters relating to the proper operation of the Company and settles the matters that concern it through its deliberations.

The Board of Directors continuously monitors the Company's management by the Chief Executive Officer as required by law or regulation. At any time of the year, it may carry out any verifications or controls which it deems necessary and may request any documents it deems useful to the fulfillment of its mission.

2. The Board Directors may decide to set-up committees to study questions submitted by the Board of Directors or its Chairman; the Board of Directors shall define their composition, their terms of reference and, if applicable, the compensation of their members.

Article 12 - ORGANIZATION OF THE BOARD OF DIRECTORS

1. The Board of Directors shall elect a Chairman from among its members, who must be an individual, who shall be responsible for convening the Board of Directors and chairing its debates. The Board of Directors shall set the term of office of the Chairman, which shall not exceed his term of office as a member of the Board of Directors.

The Board Directors may appoint a Vice-Chairman from among its members.

The Board of Directors may appoint a Secretary.

2. The Board of Directors shall meet as often as the Company's interests require.

It is convened by the Chairman by any means, including verbally. The meetings shall be held

either at the Company's registered office or at any other location indicated in the convening notice.

The Chairman shall convene the Board of Directors within fifteen days of a request being made to this effect by the Chief Executive Officer or at least one third of the members of the Board of Directors. Should this request remain without effect, its authors may themselves convene the Board of Directors, stating the meeting's agenda.

3. A register of attendance shall be kept, which shall be signed by the members of the Board of Directors attending the meeting.
4. In accordance with applicable laws and regulations, at least half of the members of the Board must be present or represented in order for the Board of Directors' decisions to be valid.

Decisions are taken by a majority of the votes of the members present or represented, each member present or represented having one vote and each member present having only one proxy given in writing and transmitted by any means. The Chairman shall have the casting vote in the event of a tied vote.

To the extent provided by law or regulation, members who attend the meetings by way of videoconference, telecommunication or by any other means recognized by law are deemed to be present for the purposes of calculating the quorum and majority.

Subject to the absence of opposition from the directors under the conditions set forth below, the Board of Directors may also take all decisions by written consultation of the directors, including by electronic means. In this case, the text of the proposed resolutions and the documents required to inform the directors will be made available to each director. Directors must cast their votes in the manner and within the period indicated in the request for consultation. Any director may object to the use of written consultation provided they send the Chairman of the Board of Directors a written request stating the reasons for the objection before the consultation period expires. Any director who fails to submit their written response to the Chairman of the Board within the applicable time limit will be deemed not to have participated in the decision. Any decision taken by written consultation is only valid if at least half of the directors have participated in the decision by sending their written response. The majority rules set forth above apply to decisions taken by written consultation.

Each member of the Board of Directors may be represented by another member, and these stipulations also apply to the permanent representative of a legal entity that is a member of the Board of Directors. The number of proxies that a member of the Board of Directors may hold at a meeting is limited to one.

5. Meetings of the Board of Directors are chaired by the Chairman, who chairs the debates or, if he is unavailable, by the Vice-Chairman or, failing this, by a member of the Board of Directors appointed at the beginning of the meeting in accordance with the quorum and majority requirements laid down by law.

The deliberations of the Board of Directors are recorded in minutes prepared by the Secretary of the Board of Directors in a special register kept at the registered office.

6. The members of the Board of Directors, as well as any person invited to attend meetings, are bound by confidentiality duties with respect to information of a confidential nature and designated as such by the Chairman of the Board of Directors.
7. The Board of Directors may appoint one or two non-voting directors (*Censeurs*). The non-voting directors attend and participate, with advisory votes only, in the meetings of the Board

of Directors. They may be appointed as members of one or more of the committees formed by the Board of Directors. They are appointed for a limited period of time which cannot exceed four years and may receive compensation if so determined by the Board of Directors. The non-voting directors may be dismissed at any time by the Board of Directors.

Article 13 – COMPENSATION OF MEMBERS OF THE BOARD OF DIRECTORS

The ordinary Shareholders' Meeting may determine and allocate to the members of the Board Directors a fixed annual remuneration which remains unchanged until decided otherwise. The Board of Directors freely share the total allocated amount among its members in accordance with applicable regulations.

The Board of Directors may also allocate exceptional compensation for specific assignments or mandates entrusted to its members, in the cases and under the conditions provided for by applicable law and regulations.

The Board of Directors allocates an annual compensation to its Chairman, the terms of which are set at the time of his appointment, in accordance with the applicable regulations.

<p style="text-align: center;">Part IV GENERAL MANAGEMENT</p>

Article 14 – TERMS AND CONDITIONS OF GENERAL MANAGEMENT

1. The Company's general management is conducted, under his/her responsibility, either by the Chairman of the Board of Directors or another individual appointed by the Board of Directors from among its members or from outside the Board, with the title of Chief Executive Officer.

The Board of Directors elects between these two methods of exercising general management at any time and, at least, whenever the term of office of the Chief Executive Officer expires or the term of office of the Chairman of the Board of Directors expires when the latter is also responsible for the general management of the Company.

The shareholders and third parties are informed of this choice in accordance with applicable laws and regulations.

When the General Management of the Company is conducted by the Chairman of the Board of Directors, the provisions below concerning the Chief Executive Officer apply to the Chairman. In this case, he shall have the title of Chairman and Chief Executive Officer.

2. On the recommendation of the Chief Executive Officer, the Board of Directors may appoint one or more individuals responsible for assisting the Chief Executive Officer, with the title of Deputy Chief Executive Officer.

The number of Deputy Chief Executive Officer may not exceed five (5).

3. The Board of Directors sets the compensation of the Chief Executive Officer and the Deputy Chief Executive Officers, in accordance with applicable regulations.
4. The term of office of the Chief Executive Officer or a Deputy Chief Executive Officers is determined at the time of their appointment, but may not exceed their term of office as a director.

The Chief Executive Officer may be dismissed at any time by decision of the Board of Directors. The same applies to the Deputy Chief Executive Officers, on the recommendation of the Chief Executive Officer. If the dismissal is decided without just cause, it may give rise to damages, unless the Chief Executive Officer performs the duties of Chairman of the Board of Directors.

When the Chief Executive Officer ceases to exercise his/her functions or is prevented from doing so, unless there is a decision to the contrary by the Board of Directors, the Deputy Chief Executive Officers retain their functions and their duties until a new Chief Executive Officer is appointed.

The term of office of the Chief Executive Officer, and of any Deputy Chief Executive Officers, shall end, at the latest, at the end of the General Meeting convened to approve the financial statements for the financial year in which the member reaches the age of sixty-eight (68). However, when the Chief Executive Officer or one of the Deputy Chief Executive Officers reaches this age, the Board of Directors may, on one or more occasions, extend his term of office for a total period which may not exceed two years.

Article 15 - POWERS OF THE GENERAL MANAGEMENT

1. In respect of third parties, the Chief Executive Officer has the broadest powers to act in all circumstances on behalf of the Company, subject to those powers expressly conferred by law or regulation on the Board of Directors and on Shareholders' Meetings and within the limits of the corporate purpose and those which require the prior authorization of the Board of Directors, as may be specified in its internal regulations.

The Chief Executive Officer represents the Company in its relations with third parties. The Company is bound by the actions of the Chief Executive Officer even if they do not fall within the corporate purpose, unless it can prove that the third party was aware that the action in question went beyond the corporate purpose or could not have been unaware of that fact given the circumstances, on the understanding that the mere publication of the Articles of Association is not sufficient evidence of the foregoing.

Any decisions made by the Board of Directors limiting the powers of the Chief Executive Officer are not binding on third parties.

2. The Board of Directors, acting on the proposal of the Chief Executive Officer, determines the scope and duration of the powers granted to the Deputy Chief Executive Officers, who shall have the same powers towards third parties as the Chief Executive Officer.

<p style="text-align: center;">Part V AUDITING OF THE COMPANY</p>

Article 16 – STATUTORY AUDITORS

The Company is audited by one or more Statutory Auditors, who are appointed and carry out their duties in accordance with applicable laws and regulations.

<p style="text-align: center;">Part VI SHAREHOLDERS' MEETINGS</p>

Article 17 - SHAREHOLDERS' MEETINGS

1. Shareholders' Meetings are convened in accordance with applicable regulations.
2. Shareholders' Meetings are held either at the registered office or at another location specified in the convening notice. The Board of Directors may decide, when convening the meeting, to broadcast the entire meeting by videoconference and/or teletransmission. Where appropriate, this decision shall be mentioned in the convening notice.
3. Each shareholder has the right to attend Shareholders' Meetings and to take part in the deliberations, in person or by proxy, provided that their shares are registered in an account in accordance with the legal conditions and time limits.

All shareholders may be represented by another shareholder, their spouse or partner with whom they have entered into a civil solidarity pact, or by any individual or legal entity of their choice, in accordance with legal and regulatory provisions.

4. Shareholders' Meetings are chaired by the Chairman of the Board of Directors or, if unavailable, by a member of the Board of Directors specially designated for this purpose by the Board of Directors; failing this, the Shareholders' Meeting elects its own Chairman.

The duties of assessors (*scrutateurs*) are performed by the two shareholders in attendance having the largest number of shares, who must consent thereto.

5. The Bureau shall appoint a secretary, who may not be a shareholder. An attendance sheet shall be kept in accordance with applicable legal and regulatory provisions.
6. Copies or extracts of the minutes of the Shareholders' Meeting are validly certified and issued in accordance with applicable legal or regulatory provisions.

Article 18 - VOTING RIGHTS

1. The voting right attached to the share belongs to the usufruct owner (*usufruitier*) at Ordinary Shareholders' Meetings and to the legal owner of title (*nu-propriétaire*) at Extraordinary or Special Shareholders' Meetings, unless otherwise agreed between both parties and jointly notified to the Company.
2. Shareholders may send their proxy and voting forms for any Shareholders' Meeting, in accordance with applicable laws or regulations, either in paper form or, by decision of the Board of Directors published in the convening notice, by remote transmission.

The proxy or voting form may, as the case may be, contain the shareholder's electronic signature, which consists of a reliable process for identifying the shareholder and authenticating his or her vote.

The Board of Directors may also decide that shareholders may participate and vote at any Shareholders' Meeting by videoconference and/or remote transmission in accordance with applicable laws or regulations. In this case, shareholders participating by videoconference or by any telecommunication mean shall be deemed to be present for the purposes of calculating the quorum and majority in accordance with applicable laws or regulations.

3. Each shareholder is entitled to a number of votes at all Shareholders' Meeting equal to the number of shares he or she owns or represents, it being specified that the double voting right provided for Article L. 225-123 of the French Commercial Code is not applicable.

<p style="text-align: center;">Part VII FINANCIAL STATEMENTS – ALLOCATION AND DISTRIBUTION OF PROFITS</p>

Article 19 – ANNUAL FINANCIAL STATEMENTS

1. The Company's financial year begins on 1 January and ends on 31 December of each year.
2. At the end of each financial year, the Board of Directors, in accordance with legal and regulatory requirements, draws up an inventory of the Company's assets and liabilities and prepares the annual financial statements.

Article 20 – ALLOCATION AND DISTRIBUTION OF PROFITS

1. The profit and loss account, showing income and expenses for the financial year, shows the profit for the financial year after deducting amortization and provisions.

At least 5% of net profit for the year, *less* any deferred losses if any, is allocated to the mandatory reserve. This allocation ceases to be mandatory when the mandatory reserve reaches one tenth of the share capital; this enters into effect again under the same conditions when, for any reason, the mandatory reserve falls below this one tenth.

The Shareholders' Meeting may allocate any sums deemed useful by the Board of Directors to any contingency funds or non-mandatory, ordinary or extraordinary reserves, or to defer or distribute them.

2. Distributable earnings are equal to earnings for the financial year, *less* deferred losses and sums allocated to reserves, *plus* deferred earnings in accordance with laws and the Articles of Association.

Dividends are first paid out of current earnings.

Except in the event of a share capital reduction, no dividends may be distributed to shareholders when shareholders' equity is, or would become as a result of such distribution, less than the amount of the share capital *plus* reserves, the distribution of which is not permitted by applicable law and regulations or the Articles of Association.

Revaluation surplus is not available for distribution. It may be capitalized in full or in part.

The Shareholders' Meeting may decide to distribute amounts deducted from available reserves by indicating the reserve items from which the amounts shall be deducted.

The terms of payment of dividends shall be determined by the Shareholders' Meeting or, failing that, by the Board of Directors. Dividends must be paid no later than nine months after the end of the financial year, unless an extension is granted by court order.

The Annual Shareholders' Meeting may offer the option to receive all or part of the annual dividend or interim dividend distributed in the form of cash, shares, or payment in kind.

In addition, the Shareholders' Meeting – or the Board of Directors in the case of an interim dividend – may decide that all or part of the distribution of a dividend, an interim dividend, reserves or premiums, or of a share capital reduction, will be made by delivery of assets in kind, including financial securities. In all cases, it may be decided that rights forming fractional shares will be neither negotiable nor transferable, notwithstanding Article 9-2 of these Articles of Association. In particular, it may be decided that if the share of the distribution to which the shareholder is entitled does not correspond to a whole number of the unit of measure used for the distribution, the shareholder will receive the whole number, in the unit of measure, immediately below that number, together with an equalization payment in cash.

Dividends remaining unclaimed for a term of five years after the payment date are time-barred.

<p style="text-align: center;">Part VIII EXTENSION – DISSOLUTION - DISPUTES</p>

Article 21 - EXTENSION - DISSOLUTION - LIQUIDATION

1. No later than one year before the end of the term of the Company, the Board of Directors shall convene an Extraordinary Shareholders' Meeting in order to decide whether the term of the Company is to be extended.
2. Except in the event of judicial dissolution prescribed by law, the Company shall be dissolved upon the expiration of the term set forth by these Articles of Association or by decision of the Shareholders' Meeting.
3. The Shareholders' Meeting shall determine the liquidation procedures and shall appoint one or more liquidators whose powers it shall determine.

Article 22 - DISPUTES

All disputes which may arise during the term of the Company or during its liquidation, whether between the Shareholders and the Company or between Shareholders themselves, in respect of corporate matters, shall be subject to the jurisdiction of the competent courts.