



Information on the signing of a related-party agreement

Pursuant to article L.22-10-30 of the French commercial code

Agreement	Agreement of sharing the benefits of value creation (<i>contrat de partage de plus-value</i>) (the “ Agreement ”) between Denis Ladegaillerie and Believe SA (“ Believe ” or the “ Company ”)
Date of approval	Board meeting held on 3 August 2022
Date of signature	7 December 2022
Term	This agreement is signed for a period of 8 years which can be extended for a maximum of 3 years upon agreement of both parties.
Purpose	<p>This agreement relates to the sharing of portion of capital gains, in the event Denis Ladegaillerie proceeds to a disposal of shares, with employee beneficiaries in accordance with French law n°2019-486 of 22 May 2019 relating to the growth and transformation of companies (“loi PACTE”) and articles L.23-11-1 and seq. of the French Commercial Code.</p> <p>The agreement sets out the terms and conditions for determining the portion of the capital gains to be transferred and for allocating amounts to the employee beneficiaries.</p>
Interested party	Denis Ladegaillerie, Chairman, Chief Executive Officer of Believe and founding shareholder holding more than 10% of the voting rights of Believe.
Benefits for Believe and its shareholders	<p>The Agreement offers the possibility, in the event of a disposal of shares, to share a portion of the capital gain made by the CEO & founder, after a minimum period of three years. Hence, this Agreement strengthens attractiveness, long-term engagement of employees, and reveal a strong willingness to recognize collective success.</p> <p>This measure also complements the employee shareholding program that was initiated in 2022.</p>
Financial terms and conditions	<p>Determination of the capital gain: The sharing of the capital gain resulting from a disposal of shares by Denis Ladegaillerie shall be subject to some conditions:</p> <ul style="list-style-type: none">• The disposal of the shares shall take place at the earliest at the end of a period of 3 years from the signing of the Agreement.• the total price of disposal, paid in cash, shall not be lower than 20 million euros.

If these conditions are met, the Company shall receive payment from Denis Ladegaillerie.

Total amount: The portion of the capital gain to be transferred shall be the lower of the following two amounts:

- 30% of the French annual social security ceiling as mentioned in Article L.241-3 of the Social Security Code, which shall be paid to all employee beneficiaries, and to which a pro rata is applied according to the time of presence of the employee beneficiaries from the signing of the Agreement and the date of disposal of the shares. This ceiling shall take into consideration any other payments made under the agreement; and
- 10% of the capital gain.

Employee beneficiaries: To become beneficiaries, employees shall meet the two following conditions:

- be under an employment contract with the Company or one of its subsidiaries for a period of two years from the signing of the Agreement and the date of disposal of the shares.
- be eligible to the company's group (international) saving plan at the date of disposal of the shares.

Individual amount: Amounts shall be allocated to the employee beneficiaries in proportion to the length of service in the Company or in one of its subsidiaries from the signing of the Agreement to the date of disposal of the shares. Payments made to each beneficiary shall not exceed 30% of the above-mentioned ceiling.

Believe shall transfer to the employee beneficiaries the portion of the capital gain received from Denis Ladegaillerie after social contributions and tax withholdings. Transferred amounts shall be allocated in priority to an employee mutual fund ("FCPE") invested in shares of the Company.