



# Compliance & Ethics Policy for Business Partners

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## Header

The mission of Believe is to develop all artists and labels at each stage of their career, providing expertise, respect, fairness and transparency.

In order to carry out this mission and to continue to grow, Believe has structured its activity in compliance with applicable laws and regulations.

The following policy has been drafted in this context. All the above-displayed sections on this web page form an integral part of the Compliance & Ethics Policy ("**Compliance & Ethics Policy**").

If you have any question, please contact Believe's Compliance Officer at [compliance@believe.com](mailto:compliance@believe.com).

## Scope and Enforceability

**Definition.** This "Scope and Enforceability" section and all of the other sections displayed on this web page – including but not limited to: Trade Restrictions, Corruption, Human Rights & Forced Labor, Data Privacy, Law & Ethics, etc. – form an integral part of the Compliance & Ethics Policy ("**Compliance & Ethics Policy**").

In this Compliance & Ethics Policy, the term "Believe" includes all companies belonging to the Believe Group whose holding company is Believe S.A., a *société anonyme* incorporated and validly existing under the laws of France with registered office at 24 rue Toulouse Lautrec, 75017 Paris, France and registered with the Paris Trade and Companies Registry under number 481 625 853.

**Scope.** This Compliance & Ethics Policy applies to all legal entities and their authorized signatories that are in a business relationship with Believe, including but not limited to clients, service providers, partners, suppliers ("**Business Partners**") and forms an integral part of any agreements concluded between Believe and each Business Partner (each an "**Agreement**").

Business Partner undertakes to comply and to take necessary measures and actions to make its own employees, subcontractors, clients, service providers, and any other partners comply with the Compliance & Ethics Policy and to ensure such continued compliances over the period of each such Agreement.

**Whistleblower System.** Business Partner shall communicate without delay to Believe any fact of employees, subcontractors, clients, service providers, and any other partners of Believe or of Business Partner which could be considered as a violation of the Compliance & Ethics Policy, via the reporting platform available from the following link: <https://believe.integrityline.org/>.

**Breach.** To ensure compliance with this Compliance & Ethics Policy, Believe may conduct due diligence and monitoring on all Business Partners. As a condition of doing business with Believe, each Business Partner consents to such due diligence and monitoring. Believe may assess any Business Partner's compliance with the Compliance & Ethics Policy, and any violations of this Compliance & Ethics Policy may compromise Business Partner's relationship with Believe up to and including termination, without prejudice to any other rights or remedies available to Believe under law or equity.

**Modification.** Notwithstanding any provisions of the Agreement, Believe reserves the right to modify the Compliance & Ethics Policy at any time for any reason and may notify the Business Partner of such changes through any of a variety of means, including a change to the date set forth above and other reasonable means to be determined in Believe's discretion. Business Partner's continued business relationship with Believe constitutes binding acceptance of such changes.

**Language & Law.** The Compliance & Ethics Policy is drafted in English and may be translated into other languages. In case of discrepancy between the English version and any of other linguistic version of this Compliance & Ethics Policy, the English version shall prevail. The laws and the jurisdiction indicated in the Agreement are applicable to the Compliance & Ethics Policy.

### **Trade restrictions**

Trade sanctions are national or international economic or trade sanctions laws, regulations, embargoes or restrictive measures enacted, administered, imposed or enforced by any authority or international organisation (including, but not limited to, USA and European Union) restricting transactions that involve certain countries, companies, individuals, services and goods.

Violation of trade sanctions not only puts Believe business and reputation at risk but can also lead to high fines, civil and criminal penalties, and denial of banking and other services.

Business Partner shall comply with applicable trade sanctions and therefore commit not to enter into contract with any sanctioned country, companies or persons and not to trade with them to the extent that the sanctions are applicable to the Agreement between Believe and Business Partner or either party, directly or indirectly.

In addition, Believe's Business Partner represents and warrants to not move tax residences without notification to Believe. Believe may terminate the Agreement by notice sent by recorded delivery, in case of change in Business Partner's tax residence for a jurisdiction identified as non-cooperative for tax purposes by any authority or international organisation (including, but not limited to, European Union).

### **Corruption**

Business Partner shall conduct business openly and transparently.

Business Partner shall not engage in corruption and influence peddling.

- The offence of corruption is defined as the act whereby a person employed in a given, public or private function, requests/proposes or consents to a gift, offer or promise, in order to perform, delay or omit to carry out an act, which is directly or indirectly part of his/her duties.
- The offence of influence peddling is defined as offering, requesting, accepting or handing over any benefit whatsoever to a person so that he or she abuses his or her actual or supposed influence in order to obtain from a public authority or administration honors, jobs, contracts or any other favorable decision.

Business Partner shall not make any facilitating payments in relation to any Believe related business, which are payments that are typically demanded by low-level officials in exchange for providing a service that is ordinarily and commonly performed by the official.

Business Partner shall prevent and manage any conflicts of interest. Conflict of interest refers to any situation in which the personal interests are contrary to the company's interests. Personal interest

means any interest that may affect or appear to influence how the person performs the duties and responsibilities entrusted to them by the company.

To the extent that a conflict of interest can be considered as an act of corruption, it is essential that Business Partner remains vigilant about conflict-of-interest situations and take the necessary measures in order to:

- prevent situations creating conflicts of interest,
- manage situations in which there are links of interest within the framework of its collaboration with Believe.

Corruption, influence peddling and/or conflicts of interests put Believe's business and reputation at risk and can lead to high fines, civil and criminal penalties, and denial of banking and other services. Any situation shall be notified promptly by Business Partner to Believe.

Business Partner shall comply with applicable laws and regulations including, but not limited to, the US Foreign Corrupt Practice Act (FCPA), the UK Bribery Act (UKBA) and the French SAPIN 2 law.

### **Human rights & Forced labour**

Believe stands for human rights with a culture focused on fair treatment for all. Therefore, Business Partner shall comply with the regulations of the Universal Declaration of Human Rights.

Believe stands resolutely against forced labor, including modern slavery, human trafficking and child labor, as prohibited by national, local or international regulations, included but not limited the regulations of the International Labour Organization and the Convention on the Rights of the Child, 1989 of the United Nations. Business Partner shall comply with these regulations.

Any suspicion or evidence of forced labor, including modern slavery or child labor, discovered during the course of business shall be promptly reported to Believe. In such cases, Believe reserves the right to request documentation or other evidence from Business Partner demonstrating compliance with this clause.

### **Data privacy**

At Believe, personal data are protected and managed transparently, throughout their life cycle. Personal data include personally identifiable information about employees, Business Partners, artists and labels, third parties, and the communities in which Believe operates.

Business Partner shall comply with the following laws as applicable from time to time, as well as any amendment or law replacing them, (a) the General Data Protection Regulation (2016/679) and any law or regulation replacing or supplementing any provision of European Union law relating to data protection (the "GDPR"); and (b) any applicable national law or regulation relating to privacy and/or data security and concerning the Processing of Personal Data to the Agreement, directly or indirectly (hereinafter "Privacy Laws"). The terms "Personal Data", "Process" or "Processing", "Controller" and "Data Subject" have the meaning given to them in the GDPR, and related expressions shall be interpreted in the same way.

### **Believe's clients under digital distribution agreements**

Within the framework of Digital Distribution Agreement ("DDA"), both Believe and its clients ("Contractors") Process contact information including Personal Data, each acting as Data Controller for the sole purpose of administering the DDA. They warrant that they comply with Privacy Laws.

For the purposes of Believe's performance of its obligations under the DDA as well as for security and

statistics purposes, Contractor authorizes Believe to:

- record, Process and store all Personal Data embedded within the Content submitted by Contractor (including but not limited to the Metadata, data collected by Believe as a result of Contractor's use of Backstage, and any data provided by Contractor to Believe); and
- transfer such Personal Data to any DSPs and any service provider of Believe's established inside or outside the European Union.

Contractor represents and warrants that it shall inform and obtain the express consent of the concerned Data Subject, in relation to the processing of their Personal Data as set forth herein.

Believe may Process other Personal Data as Data Controller for the sole purpose of performing the DDA and Services.

Personal Data shall be processed in compliance with Believe's privacy policy available [here](#).

Except for the terms defined above, the terms of the present section starting with an uppercase letter have their definition included in the DDA signed with Believe.

### **Believe's other Business Partners**

#### i) Personal Data Processing as Data Controller

Both Believe and Business Partner Process contact information including Personal Data as Data Controller for the sole purpose of administering the Agreement. They warrant that they comply with Privacy Laws.

#### ii) Personal Data Processing as Data Processor

Where performance of the Agreement requires either Believe or Business Partner to Process Personal Data on behalf of the other party, this Processing shall be governed by a data processing agreement compliant with Privacy Laws, negotiated and signed by both parties.

### **Law & Ethics**

We expect Business Partner to comply with all applicable laws and to refrain from engaging in reprehensible or unethical behavior or conduct that may negatively impact Business Partner's and/or Believe's reputation.