



HERMÈS

2022 UNIVERSAL REGISTRATION DOCUMENT

EXTRACTS FROM THE UNIVERSAL REGISTRATION DOCUMENT

The following page numbers are those of the 2022 Universal registration document

3.9 OTHER INFORMATION

3.9.1 AGREEMENTS

3.9.1.1 RELATED-PARTY AGREEMENTS AND TRANSACTIONS

Information on the related-party agreements described in the summary table below and the status of current agreements is presented in chapter 8 “Combined General Meeting of 20 April 2023” in the report of the Supervisory Board to the General Meeting, §8.3 and in the Statutory Auditors’ special report, §8.4.3.

In application of Articles L. 226-10 and L. 225-38 to L. 225-43 of the French Commercial Code (*Code de commerce*), any agreement entered into directly or through an intermediary between the Company and:

- ♦ one of its Executive Chairmen;
- ♦ one of the members of the Supervisory Board; or
- ♦ one of its shareholders holding a fraction of the voting rights greater than 10% or, in the case of a shareholder company, the company controlling it within the meaning of Article L. 233-3 of the French Commercial Code (*Code de commerce*),

must be subject to the prior authorisation of the Board.

These provisions are applicable to agreements in which one of these persons has an indirect interest.

Agreements entered into directly or through an intermediary between the Company and a company are also subject to prior authorisation by the Supervisory Board if:

- ♦ one of its Executive Chairmen; or
- ♦ one of the members of the Supervisory Board,

is an owner, partner with unlimited liability, Executive Chairman, Director, Chief Executive Officer, member of the Management Board or member of the Supervisory Board of the company.

The foregoing provisions are not applicable either to agreements on current transactions entered into on an arm’s length basis or to agreements concluded between two companies in which one holds, directly or indirectly, the entire share capital of the other, where applicable, after deduction of the minimum number of shares required by law. These agreements are communicated by the person concerned to the Chairman of the Supervisory Board, who communicates the list to the members of the Board and to the Statutory Auditors.

In accordance with the provisions of Article L. 225-38 of the French Commercial Code (*Code de commerce*), authorisation decisions of the Supervisory Board since 1 August 2014 are all supported by justification.

A review of the related-party agreements entered into during previous financial years and whose execution has continued over time is carried out by the Supervisory Board each year in accordance with the provisions of Article L. 225-40-1 of the French Commercial Code (*Code de commerce*).

Following the review of 2022, the Board had no comments to make.
None of these agreements changed significantly with respect to amounts or financial terms in 2022.

Related-party transactions are shown in chapter 5 "Consolidated financial statements", § 5.6 (note 13).

SUMMARY OF RELATED-PARTY AGREEMENTS IN FORCE DESCRIBED IN THE STATUTORY AUDITORS' SPECIAL REPORT

Nature of the agreement	Persons concerned	Nature, purpose and terms of the agreement	Amount
Service agreement with Studio des Fleurs	Mr Frédéric Dumas, member of the Executive Management Board of Émile Hermès SAS, Executive Chairman of Hermès International	The Supervisory Board authorised the conclusion of a contract between Hermès International and Studio des Fleurs relating to services for shots and retouches for e-commerce product pack shots. <u>Reasons why the agreement is beneficial for the Company</u> Studio des Fleurs has accepted the following points, which were fundamental for Hermès International: <ul style="list-style-type: none"> ◆ Studio des Fleurs' obligations: compliance with very precise specifications, duty of advice, monitoring of services, quality control; ◆ criteria for monitoring performance indicators; ◆ no guaranteed minimum order; ◆ fixed three-year term followed by indefinite duration; ◆ long notice of termination (18 months); ◆ no exclusivity; ◆ undertaking by Studio des Fleurs to take the necessary steps to preserve its economic independence (notably by broadening and diversifying its customer base) vis-à-vis the Hermès Group; ◆ confidentiality and prohibition on using Hermès as a reference; ◆ no revision of rates before the expiry of three years, and then revision possible but capped. <u>Date of approval by the Supervisory Board</u> 20 March 2018 Contract 29 July 2021 New commercial conditions	For financial year 2022, invoicing for this service provision amounted to €3,090,535.
Design mission agreement with the RDAI architecture studio ¹	Ms Sandrine Brekke, partner with a stake of more than 10% in RDAI and member of the Executive Management Board of Émile Hermès SAS, Executive Chairman of Hermès International.	The Supervisory Board authorised a new framework agreement between Hermès International and all the companies that it controls either directly or indirectly, and RDAI, defining the outline of RDAI's assignment for the exclusive application of the architectural concept in Hermès projects. <u>Date of approval by the Supervisory Board</u> 7 July 2017 and 13 September 2017 Contract	For financial year 2022, invoicing for this service provision amounted to €495.

(1) At the time of approval of this agreement, related-party agreements did not need to be justified.

3.9.1.2 AGREEMENTS ENTERED INTO BETWEEN SENIOR EXECUTIVES OR SHAREHOLDERS OF THE COMPANY AND CONTROLLED COMPANIES (ARTICLE L. 225-37-4-2° OF THE FRENCH COMMERCIAL CODE (CODE DE COMMERCE))

Pursuant to the provisions of Article L.225-37-4 of the French Commercial Code (*Code de commerce*), this report must disclose any agreements entered into, directly or through an intermediary, between, on the one hand, an Executive Chairman, a member of the Supervisory Board or one of the shareholders holding more than 10% of the voting rights of the Company and, on the other hand, another company controlled by said other party within the meaning of Article L. 233-3 of the French Commercial Code (*Code de commerce*).

These are not related-party agreements subject to prior approval by the Supervisory Board, as Hermès International is not a party to the agreement. Agreements entered into with a wholly owned subsidiary are not excluded (Order no. 2014-863 of 31 July 2014 relating to company law).

You are advised that no such agreements were entered into during the financial year ended 31 December 2022.

8.4.3 STATUTORY AUDITORS' SPECIAL REPORT ON RELATED-PARTY AGREEMENTS

General Meeting for the approval of the financial statements for the year ended 31 December 2022

This is a free translation into English of the Statutory Auditors' special report on related-party agreements issued in French and is provided solely for the convenience of English-speaking readers. This report should be read in conjunction with, and construed in accordance with, French law and professional auditing standards applicable in France.

To the Shareholders,

In our capacity as Statutory Auditors of Hermès International, we hereby report to you on related-party agreements.

It is our responsibility to report to shareholders, based on the information provided to us, on the main terms and conditions of agreements that have been disclosed to us or that we may have identified as part of our engagement, as well as the reasons given as to why they are beneficial for the Company, without commenting on their relevance or substance or identifying any undisclosed agreements. Under the provisions of article R.226-2 of the French Commercial Code (*Code de commerce*), it is the responsibility of the shareholders to determine whether the agreements are appropriate and should be approved.

Where applicable, it is also our responsibility to provide shareholders with the information required by article R.226-2 of the French Commercial Code in relation to the implementation during the year of agreements already approved by the General Meeting.

We performed the procedures that we deemed necessary in accordance with professional standards applicable in France to such engagements. These procedures consisted in verifying that the information given to us is consistent with the underlying documents.

Agreements to be submitted for the approval of the general meeting

Agreements authorised and entered into during the year

We were not informed of any agreements authorised and entered into during the year to be submitted for the approval of the General Meeting pursuant to the provisions of article L.226-10 of the French Commercial Code.

Agreements already approved by the general meeting

Agreements approved in previous years that were implemented during the year

In accordance with article R.226-2 of the French Commercial Code, we were informed of the following agreements, approved by the General Meeting in previous years, which were implemented during the year.

1. Service agreement with Studio des Fleurs

Person concerned

Frédéric Dumas, member of the Management Board of Émile Hermès SAS, legal manager (*gérant*) of Hermès International.

Nature, purpose and conditions

On 29 July 2021, the Supervisory Board authorised an amendment to the initial agreement between Hermès International and Studio des Fleurs relating to the provision of photography and photo editing services for e-commerce product pack shots. The purpose of the amendment is to agree on new contractual conditions, as the initial agreement, which was authorised by the Supervisory Board on 20 March 2018, provided for a revision of the fees at the end of an initial three-year period.

Reasons why the agreement is beneficial for the Company

Studio des Fleurs agreed to the following points, which were fundamental to Hermès International:

- ◆ compliance with very precise specifications, duty to advise, monitoring of services, quality control and performance indicator monitoring criteria;
- ◆ no minimum order guaranteed;
- ◆ fixed term of three years and then an indefinite term;
- ◆ advanced notice of termination (18 months);
- ◆ non-exclusivity;
- ◆ undertaking by Studio des Fleurs to take the necessary measures to maintain its economic independence (in particular by expanding and diversifying its customer base) from the Hermès Group;
- ◆ confidentiality and prohibition of use of Hermès as a reference;
- ◆ fixed fees for three years.

For 2022, Hermès International was invoiced €3,090,535 for services provided under the agreement.

2. Design agreement with architectural firm RDAI

Person concerned

Sandrine Brekke, partner with a stake of more than 10% in RDAI and member of the Management Board of Émile Hermès SAS, legal manager (*gérant*) of Hermès International.

Nature, purpose and conditions

At its meetings of 7 July 2017 and 13 September 2017, the Supervisory Board authorised a new framework agreement between the Company and all the companies that it directly or indirectly controls, and RDAI, defining the scope of the work to be undertaken by RDAI in applying an exclusive architecture design concept to Hermès projects.

Reasons why the agreement is beneficial for the Company

The concept created by RDAI will enable stores and points of sale distributing Hermès products worldwide to be easily identified for their quality design.

The new agreement aims to integrate changes in Hermès' organisation (Real Estate Department, purchasing policy, digital initiatives), specify the roles and obligations of the parties and adjust the terms and conditions of execution to the changing needs in Hermès' projects. Following analysis of the renegotiated agreement, it is clear that the changes made are essentially to Hermès International's benefit, both with regard to RDAI's obligations and its fees.

For 2022, Hermès International was invoiced €495 for services provided under the agreement.

Neuilly-sur-Seine, 8 March 2023

The Statutory Auditors

PricewaterhouseCoopers Audit

Amélie Wattel

Grant Thornton Audit

Vincent Frambourt