



**PUBLICATION OF RELATED PARTY AGREEMENTS PURSUANT TO
ARTICLE L. 22-10-13 OF THE FRENCH COMMERCIAL CODE**

Persons concerned:

SVF II STRATEGIC INVESTMENTS AIV LLC (holding more than 10% of the share capital and voting rights)
Alexander Fortmüller (Director)
Dai Sakata (Director)

Nature and terms:

On 18 March 2024, the Board of Directors of Balyo authorized the entry into of a Shareholder Loan Agreement between Balyo (as borrower) and SoftBank Group Corp. (or one or more of its affiliates) as lender (the “**Lender**”), it being specified that Alexander Fortmüller and Dai Sakata did not vote on this decision (the “**SHL**”), with the main following financial terms:

- **Purpose:** funding of (i) working capital requirements of the Balyo group in accordance with the management business plan for the calendar year 2024 and the budget, both approved by the Board of Directors of Balyo, (ii) any other purpose approved by the Board (with the positive vote of at least one Lender’s representative) and (iii) fees, costs and expenses under the SHL;
- **Maturity:** 3 years as from the signature date;
- **Principal amount:** up to €12.0 million (subject to satisfaction of certain conditions precedents), with bullet repayment. Minimum principal amount of each drawdown of €0.5 million and maximum principal amount of each drawdown of €3.0 million per month;
- **Fees:**
 - **Upfront fees:** €360,000;
 - **Ticking fees:** 3.0% of unused and uncalled amounts of the SHL;
 - **Exit fees:** 3.0% of any amount (including capitalized interest) repaid, capped at 3.0% of the amount made available to Balyo; and
 - **Any taxes and indemnity payable by Balyo under the SHL.**
- **PIK interests:** fixed rate of 15.0% per annum, capitalized annually;
- **Default interest:** 3.0% above rate otherwise payable;
- **Financial covenants:** reported trailing 12-month revenue and operating cash-flow required to reach a minimum level, tested at the end of each quarter.
In case of failure to comply with these covenants, the Lender may require Balyo to repay the outstanding principal and all other amounts due and payable (and no right to withdraw).
Balyo is also restricted in the incurrence of any additional financial indebtedness, security and guarantees;
- **Ranking:** *pari passu* in right with the claims of all its other present and future unsecured and unsubordinated creditors;
- **Mandatory prepayment:** in particular in the event of (i) change of control or significant sale of assets of Balyo, (ii) issuance of securities by Balyo (to enable set-off – see below) and (iii) any event of default (including cross-default, insolvency proceedings, misrepresentation, significant qualification by the auditors (*réserve*) on the audited financial statements, etc.);
- **Voluntary prepayment/cancellation:** in whole or in part at the option of Balyo for a minimum amount of €0.5 million, together with accrued and unpaid interest owed on any prepaid amount;
- **Set off with shares:** In the event Balyo implements a share capital increase to be subscribed, in all or in part, by the Lender or any of its affiliates, the Lender may, at its sole discretion, declare that all or a portion of the principal amount outstanding under the SHL and any fee payable in connection with its repayment as well as any other amounts outstanding under the SHL shall become due and payable and may be set off against such subscription.

Motivations:

The entering of the SHL is necessary to meet Balyo’s cash needs and its financial terms have been considered by a financial expert as reasonable given the current market conditions and Balyo’s position.