

Long-term Incentive **Bonus by BEAV Policy**

FGB-CS-06

Global Compensation Department

Purpose

To establish general guidelines to grant the Long-term Incentive Bonus by BEAV to all eligible Grupo Bimbo associates.

2. Scope

This policy applies to all associates at the Director level and above in any of the Companies and functions of Grupo Bimbo.

3. **Definitions**

Long-term Incentive by BEAV (Bimbo's Economic Added Value): Long-term Incentive rewards eligible associates for their part in generating added value for Grupo Bimbo and serves to retain key associates.

Responsibilities 4.

Global Financial Planning Department: Calculate and define the annual goal and BEAV amounts that will correspond to the minimum and maximum achievement of each Business Unit and the BEAV results achieved. These results will be defined through interpolation and applied to every Business Unit. The Global Compensation Department will be notified of these results.

Global Compensation Department: Supervise the calculations performed by Global Services, regarding the granting of the BEAV award according to the results obtained by each Business Unit.

Local Managerial, Financial and People Departments: Notify all associates at the Director level and above of the BEAV program and ensure the BEAV award is aligned to the terms established in this Policy. Ensure that all applicable laws and rules are followed to implement the goals and intent of this policy.

General Guidelines

The Long-term Incentive by BEAV will be granted to Grupo Bimbo associates according to the following guidelines:

Granting

The plan grants an award in virtual shares or a deferred cash bonus based on annual BEAV results as follows:

- The benefit will be earned through the results of a Business Unit BEAV goal and the BEAV achieved by Grupo Bimbo.
- 20% of the benefit will be earned by Grupo Bimbo's BEAV achievement and 80% by each Business Unit's BEAV achievement.
- The BEAV goal establishes a range with a minimum of 25% and a maximum of 150%
- If a Business Unit does not reach the minimum BEAV goal limit the BEAV award will be 20% result. This only applies to BBU, BC, BLU, BQ US & BUK, the other Business Units will not receive an award.
- The BEAV award can be converted into virtual shares or a deferred cash bonus based on the associate's choice.
- To determine the corresponding award of each associate, the BEAV financial factor achieved by each Business Unit and Grupo Bimbo's must be weighted and then multiplied by the associate's BEAV target according to his/her level:

(Associate's BEAV Target) x (20% GB BEAV factor + 80% Business Unit BEAV factor)

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- The salary used to calculate the BEAV award will be the salary at end of December of the corresponding fiscal year.
- Depending on the country and local market, associates have an assigned BEAV target expressed in percentage of their annual salary or in days of their base salary according to their level.
 - When an associate moves between Business Units, the new Business Unit BEAV target will be assigned, even if the movement results in a reduction of the BEAV target. The calculation will be prorated based on days worked in each Business Unit, this applies to both, BEAV target and financial factor.
- The BEAV award can be converted into virtual shares or a deferred cash bonus based on the associate's choice.
- To determine the number of Grupo Bimbo virtual shares that will be granted, the benefit amount will be divided between the average closing price of the Grupo Bimbo share on the Mexican Stock Exchange in January of the year following the year in which the BEAV is awarded.

Vesting

Two and a half years (30 months) after the granting year, the benefit will be paid to associates who continue to work at Grupo Bimbo; according to the following:

- Associates who chose the virtual shares scheme will be paid a bonus in cash equivalent to the
 number of virtual shares granted, valued at the average closing market price of the Grupo Bimbo
 share in June of the year in which it was vested. The bonus will be paid by converting the amount in
 Mexican pesos to the local currency, at the average exchange rate for the month of June of the year
 in which the award will vest. Local taxes will be deducted as necessary
- Associates who chose the cash award will be paid in their local currency. Local taxes will be deducted
 as necessary.
- The payment of both deferred cash award and virtual shares and their corresponding costs will be covered by the Company or Business Unit where the associate was working at the time the award vests.

General conditions

- Promoted associates at the Director level and above will receive a BEAV award prorated to the days worked in each level and according to the base salary with which they ended the fiscal year.
- Newly hired associates at the Director level and above will have their BEAV award prorated to the days worked.
- Associates at the Director level and above will cease to participate in the plan under the following conditions:
 - In the event of death, total permanent disability or retirement, the granted virtual shares will be vested for payment. The payment of the virtual shares will be based on the average closing price of the Grupo Bimbo share on the Mexican Stock Exchange and the average exchange rate of the week prior the date of withdrawal. If the associate has elected a cash award, that award will also vest and be paid.
 - o In case of resignation, termination or another reason, the associate will receive a proportional payment corresponding to the vesting periods, according to the following chart:

Elapsed months	% of released shares
1 to 12	0
13	3
14	6
15	9
16	12



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17	15
18	18
19	23
20	28
21	33
22	38
23	43
24	48
25	56
26	64
27	72
28	80
29	88
30	100

However, in BBU, BC, BLU, BQ US & BUK, if an associate leaves the company for any reason other than death, disability or retirement, the associate will not receive any payment.

Plan termination

Grupo Bimbo reserves the right to modify or terminate the plan at any time and in any aspect. The modification or termination of the plan will not affect the terms and conditions of the rights already acquired.

6. Responsibility / Ownership

The Global Compensation Department is the assigned owner of this policy and is primarily responsible for its contents, updating, monitoring of its compliance and submission for approval before the Global Internal Control and Risk Management Department, the Steering Committee, and CEO.

7. Updates

The changes implemented in between versions are described below:

Revision/ History of the revision						
Version	Revision Date:	Updated by:	Approved by:	Main Changes		
1	December 2018	Trinidad Carrandi		Updating of the format authorized by the DGCI.		
2	July 2020	Miguel Hiroshi Tanaka Pacheco	Trinidad Carrandi	Updating the scope of the policy.		
3	September 2021	Trinidad Carrandi	Juan Muldoon	The associates will choose virtual shares or a deferred bonus since the granting period of 2021 results. Change of nomenclature and scope to global functional policy. From OGB-CS-04 to FGB-CS-06.		

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