



**CHARACTERISTICS OF THE ACCOUNT** (mark the corresponding box) **Individual account – Full ownership** **Joint account****HOLDER A :**

Last name: ..... First name: .....

**HOLDER B :**

Last name: ..... First name: .....

 **Account of undivided estate between :****HOLDER A :**

Last name: ..... First name: .....

**HOLDER B :**

Last name: ..... First name: .....

**HOLDER C :**

Last name: ..... First name: .....

**HOLDER D :**

Last name: ..... First name: .....

 **Split account (beneficial owner-bare owner)****HOLDER A :**

Last name: ..... First name: ..... Capacity: Bare owner

**HOLDER B :**

Last name: ..... First name: ..... Capacity: Beneficial owner

**HOLDER C :**

Last name: ..... First name: ..... Capacity: .....

**HOLDER D :**

Last name: ..... First name: ..... Capacity: .....

**SUPPORTING DOCUMENTS** (to compulsorily annex to your return)**Individual :**

- A photocopy of the front and back of a valid identity document (identity card or passport)
- A photocopy of proof of domicile (an electricity, gas or telephone invoice less than 4 months old)
- A bank identity statement (RIB), postal identity statement (RIP) or Caisse d'Epargne identity statement (RICE) for the bank accounts opened in an establishment domiciled in France or an IBAN or the BIC code and the account number for the bank accounts opened abroad
- The supporting documents of the restriction to the capacity of the adult (copy of the judicial decision pronounced by the competent Guardianship Judge, extract from the birth certificate of the HOLDER stating, if need be, the registration in the Civil Register and photocopy of the front and back of the identity card of the appointed representative) or of the minor (extract from the birth certificate and copy of the judicial decision of the Guardianship Judge or deliberation of the Family Council organising the guardianship).

**Company :**

- An original K bis extract from the Corporate Register less than 3 months old
- A certified true copy of the updated Articles of Association
- A certified true copy of the decision appointing the persons authorised to open the account and to operate it
- A photocopy on the front and back of a valid identity document (identity card or passport) of the person(s) authorised to open the account and to operate it
- A specimen of the signature(s) of the HOLDER's representative(s)
- A bank identity statement (RIB), postal identity statement (RIP), Caisse d'Epargne identity statement (RICE) or international identity statement (IBAN)
- For a non-profit-making organisation (association, foundation) : Copy of the Official Gazette in which the declaration of the constitution or of the Decree of recognition of public utility was published

**Tax non-residents in France (company or individual) :** Send the equivalent in its country of the above-mentioned documents.**ADHERENCE TO THE AGREEMENT FOR THE OPENING OF A SIMPLE REGISTERED FINANCIAL SECURITIES ACCOUNT**

By this agreement, I declare (we declare) that I/we have taken note of and adhere to all of the provisions of this agreement which consists of these specific conditions and the general conditions annexed, including the conditions concerning the stock market services,

Signed in : ..... on ....., in duplicate.

**Signature of the account HOLDER and of his eventual legal representatives, preceded by the last name, first name and capacity**

(In the event of a joint account, account of an undivided estate, or split account, the signature of all of the co-HOLDERS is required)



**CHARACTERISTICS OF THE ACCOUNT** (mark the corresponding box) **Individual account – Full ownership** **Joint account****HOLDER A :**

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Last name: ..... First name: .....

**HOLDER D :**

Last name: ..... First name: .....

 **Split account (beneficial owner-bare owner)****HOLDER A :**

Last name: ..... First name: ..... Capacity: Bare owner

**HOLDER B :**

Last name: ..... First name: ..... Capacity: Beneficial owner

**HOLDER C :**

Last name: ..... First name: ..... Capacity: .....

**HOLDER D :**

Last name: ..... First name: ..... Capacity: .....

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- The supporting documents of the restriction to the capacity of the adult (copy of the judicial decision pronounced by the competent Guardianship Judge, extract from the birth certificate of the HOLDER stating, if need be, the registration in the Civil Register and photocopy of the front and back of the identity card of the appointed representative) or of the minor (extract from the birth certificate and copy of the judicial decision of the Guardianship Judge or deliberation of the Family Council organising the guardianship).

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- A specimen of the signature(s) of the HOLDER's representative(s)
- A bank identity statement (RIB), postal identity statement (RIP), Caisse d'Epargne identity statement (RICE) or international identity statement (IBAN)
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Signed in : ..... on ....., in duplicate.

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(In the event of a joint account, account of an undivided estate, or split account, the signature of all of the co-HOLDERS is required)

## General conditions concerning the Agreement for the Opening of an Account for simple registered financial securities registered in the books of the Issuer

These general conditions form, with the specific conditions, the Account Opening Agreement (hereinafter the "Agreement").

"Simple Registered Financial Securities" means the financial securities (such as, in particular, shares, other securities giving access or that may give access directly or indirectly to the share capital or voting rights as well as debt securities) issued by the Issuer, the management of which is entrusted to it by their owner(s). The Issuer has mandated BNP Paribas Securities Services (hereinafter the "Authorised Agent") for the opening and the keeping of the account of each HOLDER.

### 1 – Opening of the Simple Registered Financial Securities Account (Hereinafter the "Account")

This Agreement is concluded between the owner(s) of the Simple Registered Financial Securities, whose identity is specified in the Specific Conditions (hereinafter "the HOLDER(s)") and the Issuer. Its purpose is to stipulate the principles for the operating of the Account as well as the respective rights and obligations of the HOLDER(s) and of the Issuer.

The Account is opened exclusively for the purpose of registering the Simple Registered Financial Securities in the names of the HOLDERS.

Pursuant to the statutory provisions, the Issuer is obliged to verify the identity of the HOLDER(s) of the Simple Registered Financial Securities, to ensure that he (they) has (have) the legal capacity and the status required to open the account and, when this involves a company, to ensure that its representative has the capacity to act either by virtue of his capacity as legal representative or under a delegation or a mandate from which he benefits. For this purpose, the Issuer (or its Authorised Agent) requests the provision of any document allowing it to verify the authorisation or the appointment of the representative.

The HOLDER(s) undertake(s) to send to the Authorised Agent (whose address is shown in the Specific Conditions) all the compulsory data as well as all the compulsory supporting documents requested in the Specific Conditions for the opening of the Account (notably proof of identity, date and place of birth, address of domicile for individuals or of the registered office in the case of companies).

### 2 – Representative of the group account or of the joint account

The HOLDERS declare that:

- **account of undivided estate** : HOLDER A is authorised by all the other HOLDERS to receive the income from the Simple Registered Financial Securities, receive the documents or information concerning the Account and the Simple Registered Financial Securities that are registered therein, give any instructions, attend and vote at the General Meetings.
- **account of beneficial owner/ bare owner**: HOLDER A, (representative of the bare ownership) is authorised by all the other bare HOLDERS to receive the documents or information concerning the account and the Simple Registered Financial Securities, give any instructions (except the right of choice for payment of the dividend in shares), attend and vote at the Extraordinary General Meetings (unless otherwise provided by the Articles of Association of the Issuer). HOLDER B, (representative of the beneficial ownership) is authorised by all the other beneficial HOLDERS to receive the income from the Simple Registered Financial Securities, attend and vote at the Ordinary General Meetings of shareholders (unless otherwise provided by the Articles of Association of the Issuer) and exercise alone the right of choice for the payment of the dividend in shares, with these shares then being credited to his sole name in the simple registered account.
- **joint account**: HOLDER A shall exercise the non-financial rights, i.e. to attend, vote at the General Meetings and to receive the documents or information concerning the account and the Financial Securities. Each HOLDER can, indifferently, exercise the financial rights attached to the Simple Registered Financial Securities (receive the income, exercise the rights attached thereto and to dispose thereof) because of the active joint liability between the HOLDERS. This being the case, the Issuer is discharged by the payment made to any one whatsoever of the HOLDERS and each of them is liable to the Issuer for the transactions made within the framework of this Agreement.

When one of the HOLDERS requests to withdraw from the joint account, give notice of termination thereof or oppose its operating, he must make it known by letter to the Authorised Agent of the Issuer and to the other HOLDER. The joint account is then immediately frozen on receipt of the letter and the Simple Registered Financial Securities are used in accordance with the purpose that is given to them by joint agreement between all of the HOLDERS.

### 3 - Protection of the rights of the HOLDER of the financial securities

The Simple Registered Financial Securities cannot be used by the Issuer or by the Authorised Agent without the written agreement of the HOLDER(s).

### 4 - Confidentiality & Banking Secrecy

The Authorised Agent undertakes to fulfil all of the confidentiality obligations incumbent on it under the legislation and regulations in force, notably within the framework of Article L.511-33 of the Monetary and Financial Code. However, the HOLDER(s) expressly authorise(s) the Authorised Agent to disclose this data:

- to its sub-contractors,
- to the tax administration,
- to the establishments contractually bound for the execution of the tasks relating to the management of financial securities and cash,
- to the regulatory authorities responsible for the inspection of the transactions (notably to the Banking Commission),

in order to ensure the performance of the Agreement, including when the recipients are located outside of the European Union.

### 5 – IT & Freedom

The data gathered by the Authorised Agent in the Specific Conditions is governed by the provisions of the "IT & Freedom" Law of 6 January 1978, as amended by the Law of 6 August 2004. The computer processing thereof, the manager of which is the Authorised Agent of the Issuer, has been the subject of a declaration to the CNIL.

The rights of access, rectification and opposition to any use of the data of the HOLDER(s) can be exercised with the Authorised Agent whose contact details are shown in the Specific Conditions.

### 6 - Liability

The Issuer (and/or its Authorised Agent) assume(s) the obligation of means in the performance of its/their obligations that are the subject of this Agreement.

The Issuer (and/or its Authorised Agent) cannot have its(their) liability involved within the framework of the missions conducted under this Agreement, except in the event of direct damages suffered by the HOLDER and resulting from professional misconduct or negligence on the part of the Issuer (and/or his Authorised Agent).

Then Issuer (and/or its Authorised Agent) also refuses any liability for the harmful consequences that may result, in particular, but not exclusively,:

- from the absence of communication by the HOLDER(s) of a change that has taken place in its/their situation and/or from the absence of communication of the corresponding supporting documents
- from the communication by the HOLDER(s) of incomplete, mistaken or deceitful information
- from an absence of reply from the said HOLDER(s) within the times required at the time of a securities transaction even though the HOLDER(s) have been informed of this and of its modalities.

The Issuer (and/or its Authorised Agent) cannot be held liable for the direct or indirect consequences suffered by the HOLDER(s) resulting from an event of force majeure.

### 7 - Information of the HOLDER(s)

In accordance with the provisions of the general regulations of the AMF, the Issuer, through its Authorised Agent, shall inform the HOLDERS:

- of the transactions in Simple Registered Financial Securities requiring a reply
- of any execution of transactions and of all the movements involving the Simple Registered Financial Securities
- periodically, at least once per year, of the nature and of the number of the Simple Registered Financial Securities registered in the account as well as the statements made therein (Portfolio statement).

#### **8 – Receipt of the documents by e-mail**

On condition that the Issuer has chosen to offer to its shareholders registered in the simple registered account to be sent their notice for the General Meetings and/or the documents relating to the company business of the Issuer by e-mail, the shareholder can opt for the electronic documentation. The shareholder is informed that he can modify his choice and require that the sending of the above-mentioned documents should now be made by post after sending to the Authorised Agent of the Issuer an express request to do so by registered letter with acknowledgement of receipt.

#### **9 - Transmission of stock market orders for Simple Registered Financial Securities**

The HOLDER(s) can transmit orders for the sale or purchase of Simple Registered Financial Securities on the Stock Exchange via the Authorised Agent, in accordance with the stipulations of Appendix 1 "General Conditions of BNP Paribas Securities Services concerning the execution of purchase or sale orders for Simple Registered Financial Securities" to this Agreement.

#### **10 - Term**

This Agreement is concluded for an indefinite term.

The HOLDER(s) can terminate it at any time by registered letter with acknowledgement of receipt sent to the address shown in the Specific Conditions of this Agreement.

The Simple Registered Financial Securities are then transferred in accordance with the instructions of the HOLDER(s).

When it is informed of the death of an individual HOLDER (whether this involves a single HOLDER account, group account or joint account), the Issuer or its Authorised Agent transforms the account into an inheritance account. The latter shall be cleared at the end of the liquidation of the inheritance.

#### **11 - Invalidity – Non-invocability**

In the event where a provision of the Agreement should become entirely or partially invalid or inapplicable, the other provisions would remain in force.

#### **12 - Absence of waiver**

The fact that the Issuer does not claim one of its rights under the terms of the Agreement cannot be interpreted as a waiver of this right.

#### **13 - Obligations concerning the fight against money laundering and the financing of terrorism**

Within the framework of the account keeping-custody, the Issuer and its Authorised Agent are obliged to comply with the instructions for vigilance and information stipulated by the legislative and regulatory provisions concerning the fight against money-laundering and the financing of terrorism.

Every time that it shall judge it necessary in the light of these obligations, the Authorised Agent or the Issuer can request any explanation and request the production of any supporting document from the HOLDER(s) of the Account, principally:

- concerning transactions that may appear, as the case may be, unusual because, notably, of their modalities, of their amount or of their exceptional nature in consideration of those normally executed by the HOLDER(s),
- concerning the origin of the funds used for the subscription for or the purchase of Simple Registered Financial Securities,
- concerning the true identity of the person or beneficiary in favour of whom the Account is opened, if it appears that the HOLDER(s) may not be acting on their own behalf, subject to the application of the specific rules of the legislative provision governing the case of intermediaries registered within the meaning of Article L 228-1 of the Commercial Code.

The HOLDER(s) undertakes(s) to reply with diligence to the requests of the Authorised Agent or of the Issuer.

#### **14 – Governing law & attribution of jurisdiction**

This Agreement is governed by French law. Any dispute concerning its interpretation, its validity or its performance shall be brought before the competent Courts.

## Appendix 1 - General Conditions of BNP Paribas Securities Services concerning the execution of purchase or sale orders for Simple Registered Financial Securities

BNP Paribas Securities Services, as a licensed investment service provider, is authorised to receive stock market orders (purchase or sale of Simple Registered Financial Securities) and to transmit them to an authorised intermediary with a view to their execution.

Within this framework, L'OREAL company has authorised BNP Paribas Securities Services to proceed with the execution of the stock market orders (purchase or sale of Simple Registered Financial Securities) received from its HOLDERS whose securities are registered in the simple registered account or to be registered in the simple registered account.

It is recalled that, to place stock market orders, the HOLDER must imperatively have signed and sent this Agreement beforehand. These stock market orders can then be sent to BNP Paribas Securities Services by letter, by fax or by telephone in accordance with the modalities stipulated below. The orders placed through the Internet site of BNP Paribas Securities Services are the subject of specific execution conditions, which are available directly on the site.

### Article 1. Quote

NYSE Euronext Paris is open from Monday to Friday on Stock Market trading days (hereinafter a "Trading Day"). The securities are continuously quoted from 9.00 a.m. to 5.35 p.m. Paris CET (Central European Time).

Every share is quoted on the cash market of the regulated market of NYSE Euronext Paris.

### Article 2. Classification of the customers

In accordance with the provisions of the General Regulations of the French Financial Markets Authority ("Autorité des Marchés Financiers") ("AMF"), BNP Paribas Securities Services, as a licensed investment services provider, in particular for the receipt and transmission of stock market orders, has proceeded with the classification of its customers and considers the shareholder as falling within the category of non-professional customers. Accordingly, his transactions shall be treated according to the stipulated conditions as shown in the General Regulations of the AMF, in particular in strict compliance with the rules of good conduct including those involving:

- the information sent to the shareholders
- the conflicts of interest for the management of which BNP Paribas Securities Services has established a policy of detection, an organisation and internal procedures allowing it to ensure the verification thereof
- the best execution policy for the orders, which consists of regularly seeking the best result possible by favouring the criteria of rapidity, liquidity and security of the transactions. For this purpose, the orders of the shareholder shall be transmitted via stockbrokers selected by BNP Paribas Securities Services on regulated markets, notably NYSE Euronext Paris for securities listed on this market.

The shareholder can request to change category and, to do so, must inform BNP Paribas Securities Services thereof as soon as possible by letter. It is specified that the classification in the category of non-professional customers offers the best level of protection stipulated by the AMF.

### Article 3. Execution policy for the orders

The orders of the shareholder shall be transmitted via stockbrokers selected by BNP Paribas Securities Services on the regulated market, including in particular, NYSE Euronext Paris for securities listed on this market.

The term "specific instruction" means any stock market order by which the shareholder requests modalities of execution not falling within the execution policy established by BNP Paribas Securities Services. It is specified that the appropriate nature of the specific instructions sent by the shareholder to BNP Paribas Securities Services shall not be verified before their transmission to the regulated markets.

### Article 4. Processing of the purchase or sale transactions

#### Article 4.1 Purchase or sale transactions

##### 4.1.1 Recipient of the order

By imperatively using the form provided to you, the instructions are sent:

- by letter to the following address:  
 BNP Paribas Securities Services  
 Grands Moulins de Pantin – Issuers Services  
 Shareholders Relations L'OREAL  
 9, rue du Débarcadère  
 93761 PANTIN CEDEX  
 FRANCE
- by fax to the following number: +33 (0)1 55 77 34 17
- by telephone to the following number: (any order placed by telephone must imperatively be confirmed by letter)  
 0 800 666 666 for France; +33 1 40 14 80 50 outside of France

##### 4.1.2 Transmission time

BNP Paribas Securities Services processes the request, after verification of the assets for sale orders, in a maximum time of two hours from receipt of the letter or fax if the latter is received by BNP Paribas Securities Services before 3.30 p.m. (CET Paris, on Trading days).

Beyond this time, during the closing hours of NYSE Euronext Paris, the request shall be processed by BNP Paribas Securities Services at the latest by 11.00 a.m. (CET Paris) on the following Trading Day.

##### 4.1.3 Types of orders available

The price of the shares is established by the confrontation of the supply and demand on the market.

There are 2 types of instructions for the transmission of a Stock Market order:

- **"At the market price":**

At the opening: The order "At the market price" has priority over all the other types of orders, behind the orders "At the market price" already present in the book. In the event of sufficient counterparty, it is fully executed with the purchase orders whose price is higher than the theoretical opening price ("CTO") or the sale orders whose price is lower than the CTO.

During the trading session: The order "At the market price" is executed immediately at any price if the book only contains limited orders, against the first limit that is quoted to it and to the following limits if the quantities present at the first limit are insufficient to fully execute it. **It shall thus be executed at different price levels and can remain in the book for its remaining quantity.**

- **"At a price limited to €.....":**

At the opening: All the purchase orders limited to prices higher than and all the sale orders limited to prices lower than the opening price are fully executed (no splitting possible). The orders limited to the opening price are called "At the price hit". They are executed according to the balances available according to the "first come, first served" rule.

During the trading session: The execution of an order "At a limited price" is subject to the existence of sufficient counterparty at one or several prices compatible with its limit.

##### 4.1.4 Documents and information to provide

Non-compliance with the obligatory entries on the purchase or sale form shall entail rejection of the order. Any modification relating to civil status and tax domiciliation must be notified as soon as possible to the address specified above.

The order must obligatorily contain the following information:

- the identity of the shareholder : last name, first name, postal address, date of birth and shareholder number;
- the characteristics of the order : name of the security to trade, direction of the trade (purchase or sale), quantity of shares, (in figures and in letters), limit of the order and validity date;
- the telephone number at which BNP Paribas Securities Services can contact the shareholder to proceed with the call back for an order placed by telephone for more than € 5,000;
- signature of the shareholder;
- for a purchase order, the shareholder must imperatively have sent beforehand a statement (RIB), postal bank statement (RIP) or Caisse d'Épargne bank statement (RICE) corresponding to a bank account opened in a financial institution domiciled in France and imperatively supplemented by the debit authorisation annexed to this document;
- for a sale order, the shareholder must imperatively have sent beforehand a statement (RIB), postal bank statement (RIP) or Caisse d'Épargne bank statement (RICE) for bank accounts opened in a financial institution domiciled in France or an IBAN /BIC code + account number for bank accounts opened abroad;

- for orders transmitted on behalf of a minor, it is necessary to annex obligatorily in addition to the above documents, a photocopy of the front and the back of an identity document (identity card or passport) and a photocopy of proof of tax domicile (electricity receipt or telephone invoice) as well as the agreement of the 2 parents or, failing this, that of the Guardianship Judge (in the event of pure and simple administration or of administration under supervision) or that of the Family Council (in the event of trusteeship);
- for orders transmitted on behalf of a protected adult, it is necessary to annex obligatorily in addition to the above documents, a photocopy of the front and back of an identity document (identity card or passport) of the legal representative. Furthermore, for each sale or purchase order transmitted to BNP Paribas Securities Services, the authorisation of the guardian to proceed with this purchase and this sale, in the event of guardianship, or the authorisation of the Family Council to proceed with this purchase or this sale in the event of trusteeship shall be required;
- for orders transmitted by telephone, the shareholder declares that he gives his consent to the recording of his telephone communications, the conservation of these recordings and their production as means of proof in the event of dispute. Confirmation by letter (use the model provided to you) must be systematically sent within 48 hours to the address specified in these General Conditions and must contain the information stipulated above. The shareholder is informed that these recordings shall be kept for 5 years.

#### 4.1.5 Processing of a purchase transaction

As soon as it is received by BNP Paribas Securities Services, the order is irrevocable. Consequently, it cannot be modified or cancelled by the shareholder.

**If the purchase order is for € 10,000 euros or less (including the outstanding or not):** The purchase orders are authorised within the limit of a total outstanding of €10,000 or less. The outstanding results from the sum of the net amounts of the trades not settled and of the provisional amounts of the orders not executed (quantity X last known price).

**If the purchase order is for more than € 10,000 (including the outstanding or not):**

- The order must be accompanied by a cheque or transfer to the account BIC Code/SWIFT: PARBFRPPXXX, number 41329 00001 0000084011Z 35 as margin representing 75% of the provisional amount of the trade.
- The margin rate can be modified. BNP Paribas Securities Services reserves the right to require a margin of 100 %.
- The purchase order shall only be transmitted to Euronext Paris after the collection period for the cheque or for the above-mentioned transfer.
- In the event where the order should not be executed (order not executed by the validity date or dropped following a transaction in the security), BNP Paribas Securities Services shall reimburse the margin without interest within a period of 5 business days from the date of the dropping of the order.

At the time of the purchase and at the expiry of the settlement delivery period, the final registration of the shares in an account registered in the name of the shareholder shall take place at the expiry of the period for the processing of the debit. In the event of failure to pay within a period of 15 business days, the signatory(ies) of this document hereby already irrevocably give(s) authority to BNP Paribas Securities Services to proceed with the sale of the unpaid shares and to thus allocate the proceeds of the sale plus a lumpsum of 5% of the gross amount of the trade (file and processing charges) to the payment of the claim of BNP Paribas Securities Services.

#### 4.1.6 Processing of a sale transaction

As soon as it is received by BNP Paribas Securities Services, the order is irrevocable. Consequently, it cannot be modified or cancelled by the shareholder.

These General Conditions apply to sale orders of Simple Registered Financial Securities as long as the latter are available.

As from the transmission of the order by the shareholder, whatever the method of transmission, the shares are frozen to permit the sale and the order is then transmitted to NYSE Euronext Paris within the times stipulated above.

#### 4.1.7 Order at a limited price and payment of the dividend

The shareholder is informed and accepts that when a payment of dividends takes place even though an order at a limited price has been initiated by it and not yet executed, this order shall be cancelled. The limited price shall be reduced by the amount of the dividend and the order replaced by BNP Paribas Securities Services to be executed under these new conditions.

#### 4.1.8 Payment default

BNP Paribas Securities Services reserves the right to refuse to transmit any new purchase or sale order sent by an order giver who is in a position of payment default. In this event, BNP Paribas Securities Services shall terminate this contract without notice and shall notify this in writing to the shareholder.

#### Article 4.2 Documents sent to the shareholder

After execution of the order, the shareholder shall be sent a purchase/sale notice including the conditions of execution of the order and the modalities of settlement.

In order to fulfil his declaratory obligations, the shareholder must keep his purchase/sale notice for:

- 3 years from 31 December of the year of the sale of the shares for sale orders,
- the whole duration of holding of the shares for the purchase orders.

#### Article 5. Charges

Charges deducted from (sale orders) or added to (purchase order) the gross amount of the trade, excluding taxes<sup>3</sup> :

- Preferential brokerage rate: 0.15 % with a minimum of € 6.10.
- Bank fee: € 7.62.

The transfer fees, out of France, are paid by the shareholder.

#### Article 6. Validity of the order

The validity period of the order is established by the shareholder at the time of the transmission of the order. The shareholder can choose a validity for the order either of "D" (in this event, the validity is limited to the day of transmission of the order) or "End of month" (The order shall be valid until the last day of the month). If the order at a limited price falls, it is the shareholder's responsibility to re-transmit it. Given the characteristics of the "day" limit, the orders with a "day" limit cannot be received by letter.

<sup>3</sup> The bank fees and the brokerage expenses are subject to Value Added Tax at the rate in effect in France.

PURCHASE <sup>2</sup>       SALE

Confirmation of the order dated <sup>3</sup> / / made by phone <sup>1</sup>  
 DD/MM/YYYY

I the undersigned,

<b>Mr / Mrs / Ms</b> (strike out as appropriate)	<b>Last name</b> (For legal persons: name of signatory)	<b>First name(s)</b> (For legal persons: first name of signatory)
<b>Company name</b>		<b>SIREN</b> (For legal persons)
<b>Date and place of birth</b>	at (DD/MM/YYYY)	<b>Phone</b> mandatory
<b>Shareholder number</b> (account number)		
<b>Residing at</b>		<b>Town</b>
<b>Post code</b>		<b>Country</b>
<b>Tax address</b>		

give irrevocable instructions to BNP Paribas Securities Services to transmit the following order:

<b>Stock <sup>4</sup></b>		<b>ISIN Code</b>	
<b>Number of shares</b>			
	(in words)		
	(in figures)		
<b>Type of order <sup>1</sup></b>	<input type="checkbox"/> <b>At market price</b>	<input type="checkbox"/> <b>Limit order at</b>	<b>EUR</b>
		(show the maximum purchase price or minimum sale price)	
<b>Validity of order (maximum end of month):</b>			

**Documents to be supplied:**

- For a sale order <sup>5</sup> a Bank Account identity (RIB), Postal Account identity (RIP), Savings Account identity (RICE) or IBAN number for payment by transfer of the proceeds of the sale of shares, after deduction of brokerage fees, taxes and commissions.
- For payment to an account using an IBAN / BIC code, please specify the payment currency in which the account is held: .....

**By signing this document, I declare that I have previously signed a dealing services agreement and taken note of the Terms and Conditions of BNP Paribas Securities Services, an extract of which is shown on the reverse, which I accept unreservedly.**

Signed in \_\_\_\_\_ on \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup> Tick the appropriate box.

<sup>2</sup> By this instruction, I request that the purchased registered shares be registered in an account opened in my name in BNP Paribas Securities Services books.

<sup>3</sup> Mandatory if the order has been made by phone.

<sup>4</sup> Name of the issuing company.

<sup>5</sup> If your bank references have changed since the signature of the dealing services agreement.

## Terms and Conditions of BNP Paribas Securities Services regarding the execution of orders to purchase or sell shares (extracts)

BNP Paribas Securities Services, as an approved provider of investment services, is authorized to receive stock exchange orders for the sale or purchase of shares and transmit them to an authorized intermediary to their execution. In this context, the L'OREAL company has authorized BNP Paribas Securities Services to proceed with the execution of stock exchange orders for the sale or purchase of shares received from its shareholders whose shares are registered in their name.

### Article 1. Stock exchange

Euronext Paris is open on Stock Exchange trading days (hereinafter "Trading Days"), from Monday to Friday. Securities are quoted continuously from 9 am to 5.35 pm (CET Paris).

### Article 2. Classification of clients

In accordance with the new provisions of the General Regulations of the AMF (the French Financial Markets Authority), BNP Paribas Securities Services has carried out a classification of its clients and considers the shareholder as falling into the category of non-professional clients. Consequently, the shareholder's transactions will be treated under the conditions laid down for this category of clients, as shown in the General Regulations of the AMF, in particular with strict adherence to the rules of good conduct including those concerning the information made available to the shareholder, the policy of best execution of orders and conflicts of interest.

### Article 3. Policy of execution of orders

The shareholder's orders will be sent, via stockbrokers selected by BNP Paribas Securities Services, to the regulated market, in particular Euronext Paris, for securities listed on that market. It is stipulated that the appropriate character of the orders which are issued by the shareholder on his sole initiative will not be controlled by BNP Paribas Securities Services before they are sent to the regulated market. In the event of a specific instruction on the part of the shareholder, the policy of best execution shall apply solely to the non-specific elements of the instruction.

### Article 4. Handling of purchasing and selling operations

#### Article 4.1 Purchase or Sell transactions by letter, fax or telephone

##### 4.1.1 Recipient of the order

The instructions, for which it is imperative to use the form provided, should be sent as follows:

- by letter to **BNP Paribas Securities Services** - Grands Moulins de Pantin - Issuers Services - Shareholders Relations L'OREAL - 9, rue du Débarcadère - 93761 PANTIN Cedex - FRANCE
- by fax to +33 (0)1 55 77 34 17
- by telephone to 0 800 666 666 for France and +33 1 40 14 80 50 for abroad (any order sent by telephone must be confirmed by letter)

##### 4.1.2 Transmission time

BNP Paribas Securities Services processes the order, after verification of assets in the case of orders to sell, within a maximum of two hours from receipt of the letter or fax if received by BNP Paribas Securities Services before 3.30 pm (CET Paris, Trading Days). If received after this time or during the hours when Euronext Paris is closed, the order will be processed by BNP Paribas Securities Services at the latest by 11 am (CET Paris) on the next Trading Day.

##### 4.1.3 Types of order available

There are 2 types of instructions for the transmission of an order on the Stock Exchange: "**Market price**" and "**Price limited to xxxx euros**"

##### 4.1.4 Documents and information to be supplied

Failure to complete the obligatory details on the sale or purchase form will result in rejection of the order.

The order must include the following information: identity of the shareholder, characteristics of the order, telephone number of the shareholder, signature of the shareholder.

For all orders sent by telephone, the shareholder must imperatively agree to the recording of the telephone conversation. A written confirmation must be sent by post within 48 hours, to the address shown in these General Conditions, containing all the information set out above.

##### 4.1.5 Processing a Purchase transaction

**For a purchase order < or equal to 10,000 euros (including or not sums outstanding):** purchase orders are authorised up to a global outstanding limit less than or equal to 10,000 euros.

**For a purchase order > 10,000 euros (including or not sums outstanding):**

- The order must be accompanied by a cheque or a transfer to BIC Code/SWIFT : PARBFRPPXXX, number 41329 00001 0000084011Z 35 as cover representing 75% of the estimated transaction total.
- The level of cover may be modified. Consequently BNP Paribas Securities Services reserves the right to require cover of 100 %.

After purchase and at the end of the settlement/delivery period, the definitive registration of the shares in the registered account held in the name of the shareholder will be made at the end of the direct debit processing period.

##### 4.1.6 Processing a Sell transaction

As soon as the shareholder sends the order to sell, the shares (only those available) will be blocked to allow the sale, and the order will then be sent to Euronext Paris.

##### 4.1.7 Price limit orders and payment of dividends

The shareholder is informed and accepts that when a dividend payment occurs after a limited price order has been initiated by him but has not yet been executed, that order will be cancelled. The price limit will be decreased by the amount of the dividend and the order re-presented by BNP Paribas Securities Services in order to be executed under the new conditions.

##### 4.1.8 Default of payment

BNP Paribas Securities Services reserves the right to refuse to execute any new purchase or sale order sent by a shareholder who is in default of payment. Under such circumstances, BNP Paribas Securities Services will terminate this contract without notice and will notify the same in writing.

##### 4.1.9 Informing the shareholder

In the event of difficulty in transmission of the shareholder's order, BNP Paribas Securities Services undertakes to inform the shareholder accordingly.

#### Article 4.2 Documents sent to the shareholder

After execution of the order, an advice note will be sent to the shareholder showing the conditions of execution of the order and the conditions of payment.

### Article 5. Charges

Charges deducted from (sale order) or added to (purchase order) the gross amount of the trade, excluding taxes <sup>6</sup> :

- Preferential brokerage rate: 0.15 % with a minimum of € 6.10.
- Bank commission: € 7.62.

The transfer fees, out of France, are paid by the shareholder.

### Article 6. Validity of the order

The duration of validity of the order is determined by the shareholder when the order is sent. The shareholder may opt for "same day" validity (in this case the validity is limited to the day of the order's transmission) or for "end of month" validity (the order will remain valid until the last day of the month). If an order's limited validity expires before execution, it is the shareholder's responsibility to re-issue it. Given the characteristics of "same day" orders, these cannot be received by letter.

<sup>6</sup> Bank commissions and brokerage fees are subject to Value Added Tax at currently applicable rates in France.

## **General Terms and Conditions for the Execution of On-Line Orders Applicable to Sale and Purchase Transactions on the GISnomi Website**

**By using the GISnomi website made available by BNP Paribas Securities Services, the user acknowledges that he is familiar with the General Terms and Conditions for fulfilling on-line orders applicable to sale and cashless exercise-and-sale transactions on the GISnomi website and hereby irrevocably accepts them.**

BNP Paribas Securities Services has been requested by L'OREAL to maintain the accounts that it is required to maintain in its capacity as a legal entity that issues securities.

BNP Paribas Securities Services, as an investment service provider, is authorised to accept all exchange cashless exercise-and-sale or sell orders relating to securities and to transmit them to an intermediary authorised for execution.

Special terms and conditions are offered to shareholders and option holders to transmit their exchange orders relating to L'OREAL securities that may be accepted by the GISnomi website.

These exchange orders will be transmitted, for execution, by BNP Paribas Securities Services acting in its capacity as an authorised service provider, as provided for below.

### **Article 1. Data Security**

**The following points should be noted:**

- access to this website is secure;
- the data are encrypted and, therefore, unreadable during their transit through the Internet network;
- a password and connection ID allowing access to the GISnomi website have been provided to you in order to secure your personal information and transmit your exchange orders;
- the password and ID are strictly personal and confidential. Their holder expressly agrees to keep them confidential and bear all consequences for their voluntary or involuntary disclosure;
- The beneficiary will be requested to confirm his personal data (full name, account number, etc.) to validate orders and they may be updated using GISnomi;
- refusal or inability to access: The beneficiary may try to input his ID and password three times. After the third unsuccessful attempt, the connection will be terminated and access to the GISnomi website will be refused. The beneficiary must contact the operator in order to reinitialise his password.

### **Article 2. Inputting a sell order using the GISnomi Website**

The beneficiary must input and validate all information necessary to execute his sell order via GISnomi: the number of securities to sell, the type of order and the sale price.

#### **Article 2.1. Automatic Processing of Sell orders on the GISnomi Website**

As soon as the beneficiary confirms the on-line sell order, the securities will be frozen to allow their sale and then transmitted automatically to Euronext.

GISnomi can facilitate all of your transactions sent to the Paris Stock Exchange.

For all sell orders, GISnomi guarantees rapid execution and feedback on the status of your accounts. Using GISnomi, the beneficiary can monitor the status of his sell order: registered, executed/partially executed, rejected or cancelled.

#### **Article 2.2. Sell order Transmission Time over the GISnomi Website**

Any order input between 9:00 a.m. and 5:00 p.m. (Paris time - CET) on day D (if a trading day) will be submitted to the market on day D. Any order input after 5:00 p.m. on day D will be submitted on day D+1 (if a trading day). Physical payment and delivery of the securities will take place on day D+3.

#### **Article 2.3. Validity of a Sell order**

The validity of an order determines its duration. The beneficiary inputs the duration when he inputs the order. The beneficiary may select order validity of "D" (in which case, validity is limited to the date the order is transmitted) or "end of month" (the order will be valid through the last day of the month).

## Article 2.4. Transaction Fees

For each sale, the following amounts will be deducted from gross proceeds (in Euros, excluding VAT)

- Preferential brokerage rate: 0.15 % with a minimum of € 6.10.
- Bank fee: € 7.62.

The transfer fees, out of France, are paid by the shareholder.

## Article 2.5. Documents Sent to the beneficiary – Sell order Details

The details of executed sales orders may be reviewed on the GISnomi website.

After order execution, the beneficiary will receive: a notice stating the execution under which the sell order was executed and the payment method.

## Article 3. Inputting a Purchase order using the GISnomi Website

The beneficiary must input and validate all information necessary to execute his purchase order via GISnomi: the number of securities to purchase, the type of order and the purchase price.

### Article 3.1. Automatic Processing of purchase orders using the GISnomi Website

As soon as the beneficiary confirms the on-line purchase order, the securities will be frozen to allow their purchase and then transmitted automatically to Euronext.

- 3.1.1 Purchase orders for an amount of less than EUR 10,000 (including or excluding outstanding amount) :  
Purchase orders are authorised within the limit of an aggregate outstanding amount of less than or at most EUR 10,000.
- 3.1.2 Purchase orders for an amount greater than EUR 10,000 (including or excluding outstanding amount) up to EUR 50,000 :
- Such order should include a cheque covering 75% of the provisional amount of the transaction.
  - The coverage rate can be modified. As such, BNP Paribas Securities Services reserves the right to require that the coverage rate be equal to 100 %. In any case, information will be made available to the Principal on the GISnomi Website and by post.
  - Such order will only be transmitted to the Stock Exchange once the cheque has been cashed.
  - If the order is not executed (order not executed by the date on which the validity of the order expires or not processed on the Stock Exchange pursuant to a corporate action on the relevant securities), BNP Paribas Securities Services shall refund the amount provided as coverage, without interest, within five (5) days of the non processing of the order.
- 3.1.3 In the case of purchase, irreversible credit of the shares on the registered account held in the shareholder's name will take place upon the debit of the account or the cheque being fully processed and subject to such debit being successfully executed.

### Article 3.2. Purchase order Transmission Time over the GISnomi Website

Any order input between 9:00 a.m. and 5:00 p.m. (Paris time - CET) on day D (if a trading day) will be submitted to the market on day D. Any order input after 5:00 p.m. on day D will be submitted on day D+1 (if a trading day). Physical payment and delivery of the securities will take place on day D+3.

### Article 3.3. Validity of a purchase order

The validity of an order determines its duration. The beneficiary inputs the duration when he inputs the order. The beneficiary may select order validity of "D" (in which case, validity is limited to the date the order is transmitted) or "end of month" (the order will be valid up to the last day of the month).

### Article 3.4. Transaction Fees

For each purchase, the following amounts will be added to gross proceeds (in Euros, excluding VAT)

- Preferential brokerage rate: 0.15 % with a minimum of € 6.10.
- Bank fee: € 7.62.

The transfer fees, out of France, are paid by the shareholder.

### Article 3.5. Documents Sent to the beneficiary – Purchase order Details

The details of all executed purchase orders may be reviewed on the GISnomi website.

After purchase order execution, the beneficiary will receive: a notice stating the execution under which the purchase order was executed and the payment method.

### Article 4. Responsibility, Liability, Warranty and “Force Majeure”

As an investment service provider, BNP Paribas Securities Services assumes an obligation to devote adequate resources (“*obligation de moyen*”) in the provision of the services covered by this services agreement.

BNP Paribas Securities Services may not be held liable for the services provided hereunder, except in the event of direct harm suffered by the shareholder due to a wrongful act (“*faute sérieuse*”) or negligence on the part of BNP Paribas Securities Services.

BNP Paribas Securities Services may not be held liable if a third party views the assets of the shareholder, if a third party inputs transactions on the GISnomi website using the shareholder’s access code or for errors committed by the shareholder when inputting his order on the website.

With respect to the availability and accessibility of the GISnomi website, the beneficiary hereby agrees that the network may have insufficient transmission capacity and its own use policies and that it cannot be warranted that the Internet as a whole will function.

As a result, the beneficiary agrees to bear any risk of problems (in particular, bugs) or non-availability of the GISnomi website. As the GISnomi website has been designed for a standard environment, there is no guarantee that it will function with a particular hardware or software configuration.

BNP Paribas Securities Services may not be held liable for the direct or indirect damage suffered by the beneficiary due to “*force majeure*”.

### Article 5. Hacking (Computer Piracy)

It is expressly agreed that fraudulently accessing or maintaining access to an IT system, damaging or impeding the operation of such a system, fraudulently introducing or changing data on an IT system constitute serious crimes subject to criminal sanction.

### Article 6. Language and Applicable Law

#### Language:

This document has been prepared in French and shall prevail over any translation.

#### Applicable Law:

This agreement is governed by French law. Any dispute related to its interpretation, validity or performance shall be resolved by French courts with jurisdiction.

### Article 7. Data Processing and Civil Rights

The Beneficiary is hereby informed that the information necessary for the transactions effected pursuant hereto are subject to automated data processing.

In accordance with the Act on Data Processing and Civil Rights of 6 January 1978, as amended by the Act of 6 August 2004, the Beneficiary may, at any time, access, correct or dispute all of his personal data. This right may be exercised at BNP Paribas Securities Services - Grands Moulins de Pantin - Services aux Emetteurs - 9, rue du Débarcadère - 93761 PANTIN CEDEX - FRANCE.

