

L'ORÉAL

L'Oréal

(a *société anonyme* incorporated in France)

€1,250,000,000 0.875 per cent. Sustainability-Linked Bonds due 29 June 2026

Issue Price: 99.891 per cent.

€1,000,000,000 0.375 per cent. Bonds due 29 March 2024

Issue Price: 99.843 per cent.

and

€750,000,000 Floating Rate Bonds due March 2024

Issue Price: 101.183 per cent.

The €1,250,000,000 0.875 per cent. Sustainability-Linked Bonds due 29 June 2026 (the "**2026 Bonds**"), the €1,000,000,000 0.375 per cent Bonds due 29 March 2024 (the "**2024 Bonds**") and the €750,000,000 Floating Rate Bonds due March 2024 (the "**2024 Floating Rate Bonds**", together with the 2026 Bonds and the 2024 Bonds, the "**Bonds**" and each a "**Series**") of L'Oréal (the "**Issuer**") will be issued on 29 March 2022 (the "**Issue Date**"). References to "relevant Series of Bonds" shall be construed accordingly.

Interest on the 2026 Bonds will accrue at a rate of 0.875 per cent. *per annum* from the Issue Date to (but excluding) 29 June 2026 (the "**2026 Bonds Maturity Date**") and will be payable in Euro annually in arrear on 29 June in each year, commencing on 29 June 2023. There will be a long first coupon in respect of the period from (and including) the Issue Date to (but excluding) 29 June 2023. The long first coupon shall be in an amount of €1,095.55 per 2026 Bond.

Upon the occurrence of a Sustainability Trigger Event (as defined in the Terms and Conditions of the 2026 Bonds), the Issuer shall pay, in accordance with Condition 7 (*Payments*), in respect of each 2026 Bond an amount equal to the relevant Premium Payment Amount on the Premium Payment Date, all as defined and more fully described in Condition 5 (*Premium Payment*) of the Terms and Conditions of the 2026 Bonds. Investors should have regard to the section headed "*L'Oréal's Sustainability Performance Targets*" of this Prospectus, which describes the basis on which the Issuer and the External Verifier will assess whether the Sustainability Performance Targets have been met.

Interest on the 2024 Bonds will accrue at a rate of 0.375 per cent. *per annum* from the Issue Date to (but excluding) 29 March 2024 (the "**2024 Bonds Maturity Date**") and will be payable in Euro annually in arrear on 29 March in each year, commencing on 29 March 2023.

Interest on the 2024 Floating Rate Bonds will accrue at a floating rate of 0.70 per cent. *per annum* above the 3 months EURIBOR (provided that in no event will such floating rate be less than zero) from the Issue Date to (but excluding) 29 March 2024 (the "**2024 Floating Rate Bonds Maturity Date**") and will be payable in Euro quarterly in arrear on 29 June, 29 September, 29 December and 29 March, in each year, commencing on 29 June 2022.

Each date for payment of interest in respect of the Bonds shall be referred to as an "**Interest Payment Date**" and the period beginning on (and including) the Issue Date to (but excluding) the first Interest Payment Date and thereafter each period beginning on (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date shall be referred to as an "**Interest Period**".

Unless previously redeemed or purchased and cancelled, the 2026 Bonds may not be redeemed prior to the 2026 Bonds Maturity Date. The Issuer may, and in certain circumstances shall, redeem the 2026 Bonds, in whole but not in part, at their principal amount together with any applicable premium and accrued interest to the date set for redemption in the event of certain tax changes. In addition, the Issuer may, at its option, (i) redeem the 2026 Bonds in whole or in part on the Make-Whole Redemption Date (as defined in the Terms and Conditions of the 2026 Bonds), at the Make-Whole Redemption Amount plus any applicable premium, (ii) redeem all (but not some only) of the 2026 Bonds, in the event that 25 per cent. or less of the initial aggregate principal amount of the 2026 Bonds remain outstanding, at their principal amount together with any applicable premium and interest accrued to, but excluding, the date set for

redemption, and (iii) on any date from and including 29 March 2026 (being the date falling, 3 months prior to the 2026 Bonds Maturity Date), to but excluding the 2026 Bonds Maturity Date, redeem all (but not some only) of the outstanding 2026 Bonds, at their principal amount plus any applicable premium and accrued interest up to but excluding the date set for redemption.

Unless previously redeemed or purchased and cancelled, the 2024 Bonds may not be redeemed prior to the 2024 Bonds Maturity Date. The Issuer may, and in certain circumstances shall, redeem the 2024 Bonds, in whole but not in part, at their principal amount together with any accrued interest to the date set for redemption in the event of certain tax changes. In addition, the Issuer may, at its option, (i) redeem the 2024 Bonds in whole or in part on the Make-Whole Redemption Date (as defined in the Terms and Conditions of the 2024 Bonds), at the Make-Whole Redemption Amount, (ii) redeem all (but not some only) of the 2024 Bonds, in the event that 25 per cent. or less of the initial aggregate principal amount of the 2024 Bonds remain outstanding, at their principal amount together with any interest accrued to, but excluding, the date set for redemption and (iii) on any date from and including 29 February 2024 (being the date falling, 1 month prior to the 2024 Bonds Maturity Date), to but excluding the 2024 Bonds Maturity Date, redeem all (but not some only) of the outstanding 2024 Bonds, at their principal amount plus accrued interest up to but excluding the date set for redemption.

Unless previously redeemed or purchased and cancelled, the 2024 Floating Rate Bonds may not be redeemed prior to the 2024 Floating Rate Bonds Maturity Date. The Issuer may, and in certain circumstances shall, redeem the 2024 Floating Rate Bonds, in whole but not in part, at their principal amount together with accrued interest to the date set for redemption in the event of certain tax changes. In addition, the Issuer may, at its option, (i) redeem all (but not some only) of the 2024 Floating Rate Bonds, in the event that 25 per cent. or less of the initial aggregate principal amount of the 2024 Floating Rate Bonds remain outstanding, at their principal amount together with any interest accrued to, but excluding, the date set for redemption, and (ii) on any date from and including 29 February 2024 (being the date falling, 1 month prior to the 2024 Floating Rate Bonds Maturity Date), to but excluding the 2024 Floating Rate Bonds Maturity Date, redeem all (but not some only) of the outstanding 2024 Floating Rate Bonds, at their principal amount plus accrued interest up to but excluding the date set for redemption.

As more fully described in the Terms and Conditions of each Series of Bonds, payments of principal, interest, premium and other revenues on the Bonds shall be made without withholding or deduction for or on account of taxes unless such withholding or deduction is required by law. If, pursuant to French law, payments of principal, interest, premium or other revenues in respect of any Bonds become subject to withholding or deduction in respect of any present or future taxes, the Issuer shall, to the fullest extent then permitted by law and subject to exceptions described in the Terms and Conditions of each Series of Bonds, pay such additional amounts as may be necessary in order that each holder of the 2026 Bonds (the "**2026 Bondholders**"), of the 2024 Bonds (the "**2024 Bondholders**") or of the 2024 Floating Rate Bonds (the "**2024 Floating Rate Bondholders**", together with the 2026 Bondholders and the 2024 Bondholders, the "**Bondholders**"), after such withholding or deduction, will receive the full amount then due and payable thereon in the absence of such withholding or deduction.

The Bonds will be in dematerialised bearer form (*au porteur*) in the denomination of €100,000 each. The Bonds will at all times be represented in book-entry form (*inscription en compte*) in the books of the Account Holders in compliance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier*. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Bonds.

The Bonds will, upon issue, be inscribed (*inscription en compte*) in the books of Euroclear France which shall credit the accounts of the Account Holders (as defined in the terms and conditions of each Series of Bonds) including Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking, S.A. ("**Clearstream**").

This Prospectus has been approved by the *Autorité des marchés financiers* (the "**AMF**") in its capacity as competent authority in France pursuant to the Regulation (EU) 2017/1129 of the European Parliament and of the council of 14 June 2017, as amended (the "**Prospectus Regulation**"). The AMF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Bonds that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Bonds.

Application has been made to Euronext Paris for the Bonds to be admitted to trading. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive, Directive 2014/65/EU as amended (a "**Regulated Market**"). Such admission to trading is expected to occur as of the Issue Date or as soon as practicable thereafter.

This Prospectus will be valid until the date of admission of the Bonds to trading on Euronext Paris (which is expected to be the Issue Date), provided that it is completed by any supplement, pursuant to Article 23 of the Prospectus Regulation, following the occurrence of a significant new factor, a material mistake or a material inaccuracy relating to the information included (including incorporated by reference) in this Prospectus which may affect the assessment of the Bonds. After such date, this Prospectus will no longer be valid and the obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply.

The Issuer's long-term debt is rated Aa1 (stable outlook) by Moody's Italia S.r.l. ("**Moody's**") and AA (stable outlook) by S&P Global Ratings Europe Limited ("**S&P**"). The Bonds have been rated Aa1 by Moody's and AA by S&P. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency. Each of Moody's and S&P is established in the European Union and is registered under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**") and is included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority (the "**ESMA**") (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with such CRA Regulation. The ratings Moody's and S&P have given to the Issuer's long-term debt and the Bonds are endorsed by Moody's Investors Service Ltd and S&P Global Ratings UK Limited, which are established in the United Kingdom and registered under Regulation (EU) No 1060/2009 on credit rating agencies as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") as of the date of this Prospectus. According to Moody's rating scale, an obligation rated Aa1 is considered to be of high quality and is subject to very low credit risk. According to S&P's rating scale, an obligation rated AA differs from the highest-rated obligations only to a small degree. The obligor's capacity to meet its financial

commitment on the obligation is very strong. A revision, suspension, reduction or withdrawal of the rating may adversely affect the market price of the Bonds.

Copies of this Prospectus and the documents incorporated by reference in this Prospectus are available (i) on the website of the AMF (www.amf-france.org) and (ii) on the Issuer's website (www.loreal.com).

Prospective investors should have regard to the factors described in the section headed "Risk Factors" in this Prospectus. This Prospectus does not describe all of the risks of an investment in the Bonds.

Global Coordinators and Joint Bookrunners

BNP PARIBAS

J.P. MORGAN

Joint Bookrunners

CITIGROUP

CRÉDIT AGRICOLE CIB

DEUTSCHE BANK

HSBC

NATIXIS

**SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT
BANKING**

Other Bookrunners

BOFA SECURITIES

GOLDMAN SACHS BANK EUROPE SE

**SANTANDER CORPORATE & INVESTMENT
BANKING**

STANDARD CHARTERED BANK AG

IMPORTANT NOTICE

This Prospectus constitutes a prospectus for the purposes of Article 6 of the Prospectus Regulation, and has been prepared for the purpose of giving information with regard to the Issuer, the Issuer and its consolidated subsidiaries taken as a whole (the "**Group**") and the Bonds which is material to an investor for making an informed assessment of the assets and liabilities, profits and losses, and the financial position and prospects of the Issuer, of the rights attached to the Bonds, and the reasons for the issuance and its impact on the Issuer.

This Prospectus is to be read in conjunction with all the documents which are incorporated herein by reference.

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Managers (as defined in the section "*Subscription and Sale*" below) to subscribe or purchase, any of the Bonds. The distribution of this Prospectus and the offering of the Bonds may be restricted by law in certain jurisdictions. Persons into whose possession this Prospectus comes are required by the Issuer and Managers to inform themselves about and to observe any such restrictions. The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"). Subject to certain exceptions, the Bonds may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")). For a description of certain restrictions on offers and sales of Bonds and on distribution of this Prospectus, see "*Subscription and Sale*".

No person is or has been authorised to give any information or to make any representation not contained in this Prospectus and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer or the Managers. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Bonds is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

To the extent permitted by law, no Manager accepts any responsibility whatsoever for the content of this Prospectus (including the documents which are incorporated herein by reference) or for any other statement in connection with the Issuer.

None of the Issuer nor the Managers is responsible for any third party social, environmental and sustainability assessment of the Bonds. The Bonds may not satisfy an investor's requirements or any future legal or industry standards for investment in assets with sustainability characteristics. Investors should conduct their own assessment of the Bonds from a sustainability perspective. Investors should note that the net proceeds of the issue of the Bonds will be used for general corporate purposes including the refinancing in part of the Acquisition (as defined in the section "*Use of Proceeds*" of this Prospectus).

The Managers have not separately verified the information or representations contained or incorporated by reference in this Prospectus. None of the Managers makes any representation, express or implied, or accepts any responsibility, with respect to the sincerity, accuracy or completeness of any of the information contained or incorporated by reference in this Prospectus or any responsibility for the acts or omissions of the Issuer or any other person (other than the relevant Manager) in connection with the issue and offering of the Bonds. Neither this Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and they should not be considered as a recommendation by any of the Issuer and the Managers that any recipient of this Prospectus or any other information should purchase the Bonds. Each potential purchaser of Bonds should determine for itself the relevance of the information contained in this Prospectus and its purchase of Bonds should be based upon such investigation as it deems necessary. None of the Managers has reviewed or undertakes to review the financial condition or affairs of the Issuer prior or during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Bonds of any information coming to the attention of any of the Managers.

Each person receiving this Prospectus acknowledges that such person has not relied on the Managers, or any of their affiliates or any person acting on their behalf, in connection with its investigation of the accuracy or completeness of such information or its investment decision. Each person contemplating making an investment in the Bonds from time to time must make its own investigation and analysis of the creditworthiness of the Issuer and the Group and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it in connection with such investment.

EU PRIIPS REGULATION / PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive 2016/97/EU as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the "EU PRIIPs Regulation") for offering or selling the Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

UK PRIIPS REGULATION / PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "EUWA"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "FSMA") and any rules or regulations made under the FSMA which were relied on immediately before exit day to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Bonds, taking into account the five categories referred to in item 18 of the Guidelines on MiFID II product governance requirements published by ESMA dated 5 February 2018, has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a "Distributor") should take into consideration the manufacturers' target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION – In connection with Section 309B of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore (the "SFA") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Bonds are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

In this Prospectus, unless otherwise specified, references to a "Member State" are references to a Member State of the European Economic Area, references to "EUR" or "euro" or "€" are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.

IMPORTANT CONSIDERATIONS

The Bonds are complex financial instruments which may not be a suitable investment for all investors

Each potential investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Bonds (including, but not limited to, the sustainability performance target premium payment mechanism described in the Terms and Conditions of the 2026 Bonds) and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, monetary, interest rate (including, but not limited to, the sustainability performance target premium payment mechanism described in the Terms and Conditions of the 2026 Bonds) and other factors that may affect its investment and its ability to bear the applicable risks.

Taxation

Potential purchasers and sellers of the Bonds should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Bonds are issued or disposed of or other jurisdictions. Payments of interest on the Bonds, or profit realised by the Bondholder upon the sale or redemption of the Bonds, may be subject to taxation in its home jurisdiction or in other jurisdictions in which it is required to pay taxes. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for innovative financial instruments such as the Bonds. Potential investors are advised not to rely upon the tax overview contained in the Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, disposal and redemption of the Bonds. Only these advisors are in a position to duly consider the specific situation of the potential investor.

There is no legal, regulatory or market definition of or standardized criteria for what constitutes a "sustainability-linked", "Climate KPI-linked", "ESG-linked" or other equivalently labelled finance instrument

There is currently no clear definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "sustainability-linked", a "Climate KPI-linked", "ESG-linked" or an equivalently labelled financial instrument. Legislative and non-governmental developments in respect of sustainable finance are numerous and continue to evolve, and such legislation, taxonomies, standards or other investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable laws or regulations or by its own by-laws or investment portfolio mandates, in particular with regard to the climate KPI-linked or sustainability-linked objectives, may determine that the 2026 Bonds do not qualify under such legislation, taxonomy, standard or other investment criteria.

The 2026 Bonds may not be included in any dedicated sustainability-linked or other equivalently-labelled index, and any such inclusion may cease at any time

The 2026 Bonds may not be included in any dedicated sustainability-linked bond, ESG-related securities or other equivalently-labelled index, either due to the decision of the index provider following its assessment of the 2026 Bonds or the Group's ESG credentials or failure of the Issuer to maintain eligibility. Additionally, even if the 2026 Bonds are included in any such index, inclusion therein may cease at any time due to action by the index provider or the Group, including upon the occurrence of a Sustainability

Trigger Event. The occurrence of any such event could negatively affect the Group's reputation, have a negative impact on the future trading prices of the 2026 Bonds and/or require certain 2026 Bondholders with portfolio mandates to invest in such securities to dispose of the 2026 Bonds at the then prevailing trading price, which could in turn have a negative impact on the trading price and liquidity of the 2026 Bonds.

Second Party Opinions, SPO Provider and External Verifier

For the issue of the 2026 Bonds, the Issuer has requested, and may request in the future, a provider of second party opinions (the "**SPO Provider**") to issue a second party opinion (the "**Second Party Opinion**") or a revised Second Party Opinion in relation to the Issuer's sustainability-linked financing framework (the "**Sustainability-Linked Financing Framework**"). In addition, the Issuer may also engage one or more external verifier to carry out the relevant assessments required for the purposes of providing an Assurance Report and an SPT Verification Assurance Certificate (each as defined in Condition 5.3 of the Terms and Conditions of the 2026 Bonds) (the "**External Verifier**"). Any Second Party Opinion, any Assurance Report and any SPT Verification Assurance Certificate will be accessible through the Issuer's website at www.loreal.com. However, any information on, or accessible through, such website and the information in such Second Party Opinion or any past or future Assurance Report or SPT Verification Assurance Certificate do not form part of this Prospectus and should not be relied upon in connection with making any investment decision with respect to the 2026 Bonds. **In addition, no assurance or representation is given by the Issuer, nor any other member of the Group, the Managers, the SPO Provider or any External Verifier as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of any 2026 Bond. The 2026 Bondholders have no recourse against the Issuer, any member of the Group or the Managers for the contents of any such opinion, certification or verification. Any such opinion, report or certification and any other document related thereto is not, nor shall it be deemed to be, incorporated in and/or form part of this Prospectus.**

Credit rating

The Issuer's long-term debt is rated Aa1 (stable outlook) by Moody's and AA (stable outlook) by S&P. One or more independent credit rating agencies may assign credit ratings to the Issuer on an unsolicited basis. The Bonds have been rated Aa1 by Moody's and AA by S&P. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed below, and other factors that may affect the value of the Bonds. A rating or the absence of a rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

Change of law

The Terms and Conditions of each Series of Bonds are based on the laws of France in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the laws of France or administrative practice after the date of this Prospectus.

Benchmarks

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Regulation (EU) 2016/1011 (as amended, the "**EU Benchmarks Regulation**") reforms or possible cessation or reform of certain reference rates in making any investment decision with respect to the 2024 Floating Rate Bonds.

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RISK FACTORS

The following risk factors are limited to risks which are specific to the Issuer and the Bonds and which are material for taking an informed investment decision, as corroborated by the content of this Prospectus and any document incorporated by reference herein. In each category, the Issuer sets out first the most material risks, in its assessment, taking into account the expected magnitude of the negative impact of such risks and the probability of their occurrence.

The following are certain risk factors relating to the offering of the Bonds of which prospective investors should be aware. Prior to making an investment decision, prospective investors should consider carefully all of the information set out in this Prospectus, including in particular the risk factors detailed below. This description is not intended to be exhaustive and prospective investors should make their own independent evaluations of all risk factors and should also read the detailed information set out elsewhere in this Prospectus.

The terms defined in the "Terms and Conditions of the 2026 Bonds", in the "Terms and Conditions of the 2024 Bonds" and in the "Terms and Conditions of the 2024 Floating Rate Bonds" shall have the same meaning where used below.

Risks related to the Issuer

The risk factors relating to the Issuer are set out on pages 158 to 167 of the 2021 Universal Registration Document.

The classification of the risks relating to the Issuer is the result of a regular analysis as part of the Issuer's internal risk management process, the major risks are presented in a limited number of categories (given the probability of their occurrence and the expected magnitude of their negative impact) taking risk management policies into account. In each category of risks the most material risks are mentioned first.

Business risks

- Sanitary crisis
- Information and cybersecurity systems
- Geographic presence and economic and political environment
- Crisis management
- Data
- Market and Innovation
- Business ethics
- Sales distribution networks
- Human Resources risk
- Product quality and safety
- Safety of people and property

Industrial and environmental risks

- Product availability
- Climate change
- Environment and safety

Legal and regulatory risks

- Risk of non-conformity
- Intellectual property: trademarks, designs & models, domain names, patents
- Product claims

Financial and market risks

- Currency risk
- Risk on financial equity interests
- Risk relating to the impairment of intangible assets

Risks related to the Bonds

Risks for Bondholders as creditors of the Issuer

Credit risk

An investment in the Bonds involves taking credit risk on the Issuer. Since the Bonds are senior unsecured obligations of the Issuer, benefiting from no direct recourse to any assets or guarantees as contemplated in Condition 2 (*Status of the Bonds*) of the Terms and Conditions of each Series of Bonds, the Bondholders can only rely on the ability of the Issuer to pay any amount due under the Bonds. Bondholders are exposed to a higher credit risk than creditors benefiting from security interests from the Issuer. The market value of the Bonds will depend on the creditworthiness of the Issuer (which may be impacted by the risks related to the Issuer as described above). As at the date of this Prospectus, the Issuer has been assigned a long-term issuer rating of Aa1 (stable outlook) by Moody's and AA (stable outlook) by S&P. If the creditworthiness of the Issuer deteriorates, the potential impact on the Bondholders could be significant: a deterioration in creditworthiness could give rise to negative repercussions on the Bondholders because: (i) the Issuer may not be able to fulfil all or part of its payment obligations under the Bonds, (ii) the value of the Bonds may decrease and (iii) investors may lose all or part of their investment in the Bonds.

No limitation on issuing or guaranteeing debt

There is no restriction in the Terms and Conditions of each Series of Bonds on the amount of debt which the Issuer may issue or guarantee. Subject to the provisions of Condition 3 (*Negative Pledge*) of the Terms and Conditions of each Series of Bonds, which limit the right of the Issuer to grant security with respect to other debt securities, the Issuer and its subsidiaries and affiliates may incur additional indebtedness or grant guarantees in respect of indebtedness of third parties, including indebtedness or guarantees that rank *pari passu* with the Bonds. The incurrance of any such indebtedness and the granting of guarantees may reduce the amount (if any) recoverable by Bondholders on a winding-up of the Issuer.

If the Issuer's financial condition were to deteriorate, the Bondholders could suffer direct and materially adverse consequences, including loss of interest and, if the Issuer were liquidated (whether voluntarily or not), the Bondholders could suffer loss of their entire investment.

French insolvency law

The Issuer is a *société anonyme* with its corporate seat in France. In the event that the Issuer becomes insolvent, insolvency proceedings will be generally governed by the insolvency laws of France to the extent that the "centre of main interests" (as construed under Regulation (EU) 2015/848, as amended) of the Issuer is located in France (which is the case today).

According to French insolvency law (as in effect from 1 October 2021, following the implementation of Directive (EU) 2019/1023 by *Ordonnance* 2021-1193 dated 15 September 2021), "affected parties" (including notably creditors, and therefore the Bondholders) may be treated in separate classes which reflect certain class formation criteria for the purpose of adopting a restructuring plan. Classes shall be formed in such a way that each class comprises claims or interests with rights that reflect a sufficient commonality of economic interest based on objective and ascertainable criteria. Bondholders will no longer deliberate on the proposed restructuring plan(s) in a separate assembly, meaning that they will no longer benefit from a specific veto power on the proposed plan(s). Instead, as any other affected parties, the Bondholders will be grouped into classes of affected parties (with potentially other creditors) and their dissenting vote may possibly be overridden through the positive vote of the class(s) to which they belong or by a cross-class cram down sanctioned by the court. Although likely that Bondholders would be grouped within the same class for the purpose of proceedings affecting the Issuer, it cannot entirely be ruled out that Bondholders would be grouped into different classes based on objective and ascertainable criteria that would then prevail.

The commencement of insolvency proceedings against the Issuer would have a material adverse effect on the market value of the Bonds. As a consequence, any decisions taken by a class of affected parties could negatively and significantly impact the Bondholders and cause them to lose all or part of their investment, should they not be able to recover all or part of the amounts due to them from the Issuer.

Risks related to the market generally

The secondary market generally

Application has been made to Euronext Paris for the Bonds to be admitted to trading on Euronext Paris as from the Issue Date. The Bonds may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Bonds easily at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This may have a negative impact on the liquidity of the Bonds and result in low trading volumes. The degree of liquidity of the Bonds may negatively impact the price at which an investor can dispose of the Bonds where the investor is seeking to achieve a sale within a short timeframe. In such circumstances, the impact of this risk on the Bondholder would be high because the Bonds would likely have to be resold at a discount to the nominal value of the Bonds. Furthermore, if additional and competing products are introduced in the markets, this may adversely affect the market value of the Bonds in a significant manner.

Market value of the Bonds

Application has been made to Euronext Paris for the Bonds to be admitted to trading on Euronext Paris as from the Issue Date. The market value of the Bonds depends on a number of interrelated factors, including the creditworthiness of the Issuer, economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Bonds are traded.

The price at which a Bondholder will be able to sell such Bonds prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser. For example, the Issuer is rated Aa1 (stable outlook) by Moody's and AA (stable outlook) by S&P and any negative change in the creditworthiness of the Issuer could negatively affect the trading price for the Bonds and hence investors may lose part of their investment.

Exchange rate risks and exchange controls

The Issuer will pay principal, interest and premium on the Bonds in Euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Euro. These include the risk that exchange rates may change significantly (including changes due to devaluation of Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Euro would significantly decrease (i) the Investor's Currency-equivalent yield on the Bonds, (ii) the Investor's Currency-equivalent value of the principal payable on the Bonds and (iii) the Investor's Currency-equivalent market value of the Bonds, all of which could have an adverse effect on the return on the investment of the Bondholders.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, the Bondholders may receive less interest, premium or principal than expected, or no interest, premium or principal.

Purchases by the Issuer in the open market or otherwise (including by tender offer) in respect of the Bonds may affect the liquidity of the Bonds which have not been so purchased.

Depending on the number of Bonds purchased by the Issuer, as provided in Condition 6.4 (*Purchases*) of the Terms and Conditions of the 2026 Bonds, in Condition 5.4 (*Purchases*) of the Terms and Conditions of the 2024 Bonds and in Condition 5.4 (*Purchases*) of the Terms and Conditions of the 2024 Floating Rate Bonds any trading market in respect of those Bonds that have not been so purchased may become illiquid and may have a negative impact on the market value of the Bonds.

Risks related to particular features of the Bonds

Risks that may result from the structure of the financial incentives of the 2026 Bonds

As provided in Condition 5 (*Premium Payment*) of the Terms and Conditions of the 2026 Bonds, a Premium Payment Amount shall be paid to the 2026 Bondholders upon the occurrence of a Sustainability Trigger Event. A Sustainability Trigger Event may occur (i) if the Issuer fails to satisfy any Sustainability

Performance Target on the Target Observation Date, or (ii) if the Issuer fails to publish the SPT Verification Assurance Certificate in accordance with Condition 5.3 of the Terms and Conditions of the 2026 Bonds.

Although the 2026 Bonds will be issued as sustainability-linked bonds, with premiums being payable if a Sustainability Trigger Event occurs, the 2026 Bonds may not satisfy an investor's requirements or any future legal or quasi legal standards for investment in assets with sustainability characteristics. In particular, the 2026 Bonds are not being marketed as "green bonds", "social bonds" or "sustainable bonds" as the net proceeds of the issue of the 2026 Bonds will be used for the Group's general corporate purposes. The Issuer does not commit to (i) allocate all or any part of the net proceeds specifically to projects or business activities meeting sustainability criteria or (ii) be subject to any other limitations or requirements that may be associated with green bonds, social bonds or sustainability bonds in any particular market. In this context, there may be adverse environmental, social and/or other impacts resulting from the Group's efforts to achieve the Sustainability Performance Targets or from the use of the net proceeds from the offering of the 2026 Bonds.

In addition, the payment of any premium in respect of the 2026 Bonds as contemplated by Condition 5 (*Premium Payment*) of the Terms and Conditions of the 2026 Bonds will depend on the Group achieving, or not achieving, the Sustainability Performance Targets which may be inconsistent with or insufficient to satisfy investor requirements or expectations. The Group's Sustainability Performance Targets are aimed at (a) achieving carbon neutrality in respect of 100% of the Group's Operated Sites (Scope 1 and Scope 2), (b) reducing the GHG Emissions (Scope 1, Scope 2 and Scope 3) with respect to a "cradle-to-shelf" scope, and (c) increasing the use of recycled or biobased plastic used in packaging, all as further described in the section "*Description of L'Oréal's Sustainability Performance Targets*" of this Prospectus. The Group's Sustainability Performance Targets are therefore uniquely tailored to the Group's business, operations and capabilities, and they do not easily lend themselves to benchmarking against similar sustainability performance targets, and the related performance, of other issuers.

Risks that may result from the failure to meet the Sustainability Performance Targets

Although the failure by the Issuer to (i) satisfy any of the Sustainability Performance Targets on the Target Observation Date and/or (ii) publish the SPT Verification Assurance Certificate will give rise to the payment of a premium as described in Condition 5 (*Premium Payment*) of the Terms and Conditions of the 2026 Bonds, such failure shall not constitute an Event of Default under the 2026 Bonds and the Issuer will not be required, nor will investors be entitled to require the Issuer, to repurchase or redeem any 2026 Bonds in such circumstances.

Certain investors may have portfolio mandates or may wish to dispose of their 2026 Bonds and/or the 2026 Bonds may be excluded from any Environmental, Social and Governance ("**ESG**")-related securities or other equivalently-labelled index upon the occurrence of a Sustainability Trigger Event which may have material consequences for the future trading prices of the 2026 Bonds and/or the liquidity of the 2026 Bonds.

Risks of change in standards and guidelines and of recalculation

The Sustainability Performance Targets of the Group are calculated in accordance with standards and guidelines mentioned in the section "*Description of L'Oréal's Sustainability Performance Targets*" of this Prospectus and defined in the Terms and Conditions of the 2026 Bonds, in particular the GHG Protocol Standard and the criteria and recommendations published by the Science Based Targets initiative ("**SBTi**") which are used in relation to the Carbon Neutral Sites KPI and Cradle-to-Shelf GHG Emissions KPI.

These standards and guidelines mentioned above may change over time and the Issuer will apply these as they may be amended and updated from time to time to calculate its Key Performance Indicators. As a consequence, the way in which the Group calculates its Key Performance Indicators may also change over time. Such change (in particular in the calculation methods) could lead to an increase or decrease of the performance of the Group in relation to any of its Key Performance Indicators while still being able to satisfy the Sustainability Performance Targets and avoiding the payment to the 2026 Bondholders of the Premium Payment Amount (as defined in the Terms and Conditions of the 2026 Bonds below).

More generally, any material change in (i) the methodology of any KPI, (ii) a regulation which is relevant to the determination of any KPI, (iii) the data due to better data accessibility or discovery of data errors, or (iv) the perimeter of the Group as a result of any acquisition, amalgamation, demerger, merger, corporate

reconstruction, divestiture or disposal, where any such change, taken individually or in aggregate, has a significant impact on the levels of the Sustainability Performance Targets, may give rise to a recalculation of any of the Key Performance Indicators (including when used as a baseline, on the 2021 Base Year in respect of the Cradle-to-Shelf GHG Emission KPI) and/or the Sustainability Performance Target(s). Any such recalculation may be made without the prior consultation of the 2026 Bondholders to the extent it does not have any material adverse effect on the interests of the 2026 Bondholders, as further specified in Condition 5.5 of the Terms and Conditions of the 2026 Bonds.

As a consequence, any of the changes mentioned above may not be in line with investors' expectations. Such changes may have a negative effect on the market value of the 2026 Bonds.

The legal and regulatory framework relating to "sustainability-linked", "Climate KPI-linked", "ESG-linked" or other equivalently labelled finance instrument is still evolving

Although the Group has obtained a Second Party Opinion in relation to the alignment of the Sustainability-Linked Financing Framework to the 2020 Sustainability-Linked Bond Principles published by the International Capital Markets Association (ICMA) (the "**2020 Sustainability-Linked Bond Principles**"), the 2020 Sustainability-Linked Bond Principles have been developed as voluntary industry guidelines and no supervisory nor regulatory authority has passed on the content or adequacy of the 2020 Sustainability-Linked Bond Principles. Second party opinion providers are not currently subject to any specific regulatory or other regime or oversight. If laws and regulations evolve, the 2020 Sustainability-Linked Bond Principles and/or the Second Party Opinion may not be sufficient for these purposes, which in turn could have material consequences for the future trading prices of the 2026 Bonds and/or the liquidity of the 2026 Bonds and require investors with portfolio mandates to invest in sustainability-linked or climate KPI-linked assets to dispose of the 2026 Bonds.

Risk related to the structure of the Bonds

Risk related to fixed rate bonds

The 2026 Bonds will bear interest at a fixed rate of 0.875 per cent. per annum payable annually in arrear on 29 June in each year in accordance with Condition 4 (Interest) of the Terms and Conditions of the 2026 Bonds.

The 2024 Bonds will bear interest at a fixed rate of 0.375 per cent. *per annum* payable annually in arrear on 29 March in each year in accordance with Condition 4 (*Interest*) of the Terms and Conditions of the 2024 Bonds.

The 2026 Bonds and the 2024 Bonds bearing interest at a fixed rate, investment in the 2026 Bonds or in the 2024 Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the 2026 Bonds and of the 2024 Bonds. While the nominal interest rate of a fixed interest rate bond is fixed during the life of such a bond or during a certain period of time, the current interest rate on the capital market ("**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of such bond changes in the opposite direction. If the market interest rate increases, the price of such bond typically falls, until the yield of such bond is approximately equal to the market interest rate. If the market interest rate decreases, the price of a fixed rate bond typically increases, until the yield of such bond is approximately equal to the market interest rate. 2026 Bondholders and 2024 Bondholders should be aware that movements of the market interest rate can adversely affect the price of the 2026 Bonds and of the 2024 Bonds and can lead to losses for the 2026 Bondholders and for the 2024 Bondholders if they sell the 2026 Bonds or the 2024 Bonds, as the case may be, during the period in which the market interest rate exceeds the fixed rate of the 2026 Bonds or of the 2024 Bonds.

Risks related to floating rate bonds

The Terms and Conditions of the 2024 Floating Rate Bonds provide that the 2024 Floating Rate Bonds pay a floating rate of interest to the 2024 Floating Rate Bondholders. Investment in the 2024 Floating Rate Bonds which bear interest at a floating rate comprises (i) a reference rate, which is the 3 months Euro Interbank Offered Rate ("**EURIBOR**"), and (ii) a margin of 0.70 per cent. *per annum* to be added to such reference rate. The margin will not change throughout the life of the 2024 Floating Rate Bonds but there will be a periodic adjustment of the EURIBOR (*i.e.* every three months) which itself will change in accordance with general market conditions. The market value of the 2024 Floating Rate Bonds may be volatile if changes, particularly short-term changes, to market interest rates evidenced by the EURIBOR

can only be reflected in the interest rate of the 2024 Floating Rate Bonds upon the next periodic adjustment of the EURIBOR. Should the EURIBOR be at any time negative, it could, notwithstanding the existence of the margin, result in the actual floating rate being lower than the margin. However, the minimum rate of interest for the 2024 Floating Rate Bonds shall in such event be deemed to be zero. The interest amount payable on any Interest Payment Date may be different from the amount payable on the initial or previous Interest Payment Date and may negatively impact the return under the 2024 Floating Rate Bonds and result in a reduced market value of the 2024 Floating Rate Bonds if a 2024 Floating Rate Bondholder was to dispose of its 2024 Floating Rate Bonds.

In certain circumstances, including when the EURIBOR reference rate does not appear on the relevant Screen Page or when quotations for such reference rate cannot be obtained, the reference rate shall be the reference rate applicable to the last preceding Interest Period. Such situation may result in the effective application of a fixed rate for the 2024 Floating Rate Bonds. Any such consequences could have a material adverse effect on the value of and return on any 2024 Floating Rate Bonds and as a consequence, 2024 Floating Rate Bondholders may lose part of their investment (see paragraph "*Risk related to fixed rate bonds*" above).

Risks related to the regulation and reform of "benchmarks"

The rate of interest of the 2024 Floating Rate Bonds will be determined by reference to the EURIBOR. Investors should be aware that EURIBOR and other indices which are deemed to be "benchmarks" are the subject of ongoing national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause EURIBOR or such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequences could have a material adverse effect on the liquidity and market value of and return on the 2024 Floating Rate Bonds.

The EU Benchmarks Regulation was published in the Official Journal of the European Union on 29 June 2016 and most of the provisions of the EU Benchmarks Regulation have applied since 1 January 2018. The EU Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU. The EU Benchmarks Regulation could have a material impact on the liquidity and market value of and return on the 2024 Floating Rate Bonds, in particular, if the methodology or other terms of the EURIBOR are changed in order to comply with the terms of the EU Benchmarks Regulation and such changes could (amongst other things) have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level, of the benchmark.

The existing provisions of the EU Benchmarks Regulation were further amended by Regulation (EU) 2021/168 of the European Parliament and of the Council of 10 February 2021 published in the Official Journal of the European Union on 12 February 2021 (the "**Amending Regulation**"). The Amending Regulation applies as of 13 February 2021 and introduces a harmonised approach to deal with the cessation or wind-down of certain benchmarks (such as EURIBOR) by conferring on the European Commission the power to designate a statutory replacement for (i) benchmarks designated as critical that may affect the stability of financial markets in the European Union, and other relevant benchmarks, if their cessation or wind-down would significantly disrupt the functioning of financial markets in the European Union, (ii) third-country benchmarks if their cessation or wind-down would significantly disrupt the functioning of financial markets in the European Union or pose a systemic risk to the financial system in the European Union, and (iii) benchmarks designated as critical in a Member State by a national laws, such replacement being restricted to contracts and financial instruments which do not contain fallback provisions or suitable fallback provisions and have not been renegotiated before the date of cessation of the benchmark concerned. A statutory replacement benchmark could have a negative impact on the value or liquidity of, and return on the 2024 Floating Rate Bonds and may not operate as intended at the relevant time or may perform differently from the discontinued or otherwise unavailable benchmark.

Any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks," trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the discontinuance or unavailability of quotes of certain "benchmarks".

The elimination of EURIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions (as further described in Condition 4 (*Interest*) of the Terms and Conditions of the 2024 Floating Rate Bonds), or result in adverse consequences to holders of any 2024 Floating Rate Bonds linked to such benchmark. Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the 2024 Floating Rate Bonds, the return on the 2024 Floating Rate Bonds and the trading market for securities (including the 2024 Floating Rate Bonds) based on the same benchmark.

Any such consequences could have a material adverse effect on the value of and return on the 2024 Floating Rate Bonds.

Risk related to benchmark discontinuation

Pursuant to the Terms and Conditions of the 2024 Floating Rate Bonds if a Benchmark Event has occurred, the Issuer will appoint an Independent Adviser (as more fully described in Condition 4.5 (*Benchmark Discontinuation*) of the Terms and Conditions of the 2024 Floating Rate Bonds) who will determine a Successor Rate, or, as the case may be, an Alternative Rate, an Adjustment Spread and any Benchmark Amendments. Such Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) will (in the absence of manifest error or bad faith in the determination of such Successor Rate or Alternative Rate and such Adjustment Spread (if any) and such Benchmark Amendments (if any)) be binding on the 2024 Floating Rate Bondholders, the Issuer, the Calculation Agent, the Paying Agent and the Fiscal Agent, and will apply to the 2024 Floating Rate Bonds without any requirement that the Issuer obtain consent of any 2024 Floating Rate Bondholders.

The Successor Rate or the Alternative Rate may have no or very limited trading history and accordingly its general evolution and/or interaction with other relevant market forces or elements may be difficult to determine or measure. In addition, given the uncertainty concerning the availability of the Successor Rate or the Alternative Rate, as applicable, the fallback provision may not operate as intended at the relevant time and the Successor Rate or the Alternative Rate, as applicable, may perform differently from the discontinued benchmark. Any adjustment factor applied to the 2024 Floating Rate Bonds may not adequately compensate for this impact. This could in turn impact the rate of interest on, and trading value of, the 2024 Floating Rate Bonds. Moreover, any 2024 Floating Rate Bondholders that enter into hedging instruments based on the relevant Reference Rate may find their hedges to be ineffective, and they may incur costs replacing such hedges with instruments tied to the Successor Rate or the Alternative Rate.

In certain circumstances, including where the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate prior to the relevant Interest Determination Date, the Reference Rate applicable to the immediately following Interest Period shall be the Reference Rate applicable as at the last preceding Interest Determination Date. If there has not been a first Interest Payment Date, the Reference Rate shall be the Reference Rate applicable to the first Interest Period. This may result in the effective application of a fixed rate for the 2024 Floating Rate Bonds. Any such consequences could have a material adverse effect on the value of and return on any 2024 Floating Rate Bonds and as a consequence, 2024 Floating Rate Bondholders may lose part of their investment (see paragraph "*Risk related to fixed rate bonds*" above).

The Bonds may be redeemed prior to maturity

In the event that the Issuer would be obliged to pay additional amounts in respect of any Bonds due to any withholding as provided in Condition 6.2 (*Redemption for Tax Reasons*) of the Terms and Conditions of the 2026 Bonds, Condition 5.2 (*Redemption for Tax Reasons*) of the Terms and Conditions of the 2024 Bonds and Condition 5.2 (*Redemption for Tax Reasons*) of the Terms and Conditions of the 2024 Floating Rate Bonds, the Issuer may, and in certain circumstances shall, redeem all outstanding Bonds in accordance with the Terms and Conditions of such Bonds.

The Issuer has the option to redeem (i) the 2026 Bonds in whole or in part at any time prior to the date falling three (3) months prior to the 2026 Bonds Maturity Date (*i.e.* 29 March 2026), at the relevant Make-Whole Redemption Amount, plus any applicable premium, as provided in Condition 6.3.1 (*Make-whole redemption*) of the Terms and Conditions of the 2026 Bonds, (ii) all (but not some only) remaining 2026 Bonds in the event that 25 per cent. or less of the initial aggregate principal amount of the 2026 Bonds

remain outstanding, at their principal amount together with any applicable premium and interest accrued to, but excluding, the date set for redemption, as provided in Condition 6.3.2 (*Clean-up call option*) of the Terms and Conditions of the 2026 Bonds and (iii) all (but not some only) of the 2026 Bonds outstanding from and including the date falling three (3) months prior to the 2026 Bonds Maturity Date (*i.e.* 29 March 2026) to but excluding the 2026 Bonds Maturity Date, at their principal amount together with any applicable premium and interest accrued to, but excluding, the date set for redemption, as provided in Condition 6.3.3 (*Residual maturity call option*) of the Terms and Conditions of the 2026 Bonds.

The Issuer has the option to redeem (i) the 2024 Bonds in whole or in part at any time prior to the date falling one (1) month prior to the 2024 Bonds Maturity Date (*i.e.* 29 February 2024), at the relevant Make-Whole Redemption Amount, as provided in Condition 5.3.1 (*Make-whole redemption*) of the Terms and Conditions of the 2024 Bonds, (ii) all (but not some only) remaining 2024 Bonds in the event that 25 per cent. or less of the initial aggregate principal amount of the 2024 Bonds remain outstanding, at their principal amount together with any interest accrued to, but excluding, the date set for redemption, as provided in Condition 5.3.2 (*Clean-up call option*) of the Terms and Conditions of the 2024 Bonds and (iii) all (but not some only) of the 2024 Bonds outstanding from and including the date falling one (1) month prior to the 2024 Bonds Maturity Date (*i.e.* 29 February 2024) to but excluding the 2024 Bonds Maturity Date, at their principal amount together with any interest accrued to, but excluding, the date set for redemption, as provided in Condition 5.3.3 (*Residual maturity call option*) of the Terms and Conditions of the 2024 Bonds.

In addition, the Issuer has the option to redeem (i) all (but not some only) remaining 2024 Floating Rate Bonds in the event that 25 per cent. or less of the initial aggregate principal amount of the 2024 Floating Rate Bonds remain outstanding, at their principal amount together with any interest accrued to, but excluding, the date set for redemption, as provided in Condition 5.3.1 (*Clean-up call option*) of the Terms and Conditions of the 2024 Floating Rate Bonds and (ii) all (but not some only) of the 2024 Floating Rate Bonds outstanding from and including the date falling one (1) month prior to the 2024 Floating Rate Bonds Maturity Date (*i.e.* 29 February 2024) to but excluding the 2024 Floating Rate Bonds Maturity Date, at their principal amount together with any interest accrued to, but excluding, the date set for redemption, as provided in Condition 5.3.2 (*Residual maturity call option*) of the Terms and Conditions of the 2024 Floating Rate Bonds.

During a period when the Issuer may elect to redeem Bonds, such Bonds may feature a market value not above the price at which they can be redeemed. If the market interest rates decrease, the risk to Bondholders that the Issuer will exercise its right of early redemption increases. As a consequence, the yields received upon such early redemption may be lower than expected, and the redeemed face amount of the Bonds may be lower than the purchase price paid for such Bonds by the Bondholder where the purchase price was above par. As a consequence, part of the capital invested by the Bondholder may be lost, so that the Bondholder in such case would not receive the total amount of the capital invested. However, the redeemed face amount of the Bonds may not be below par. In addition, investors who choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than such redeemed Bonds. Any fall in market rates, which would make less likely a loss of a kind described in paragraphs "Risk related to fixed rate bonds" and "Risk related to floating rate bonds" above, could nonetheless lead to a loss because of an early redemption by the Issuer.

In particular, with respect to the redemption at the option of the Issuer when only 25 per cent. or less of the principal amount of the Bonds remains outstanding (Condition 6.3.2 of the Terms and Conditions of the 2026 Bonds, Condition 5.3.2 of the Terms and Conditions of the 2024 Bonds and Condition 5.3.1 of the Terms and Conditions of the 2024 Floating Rate Bonds), there is no obligation on the Issuer to inform investors if and when the 25 per cent. threshold referred to therein has been reached or is about to be reached. The Issuer's right to redeem will exist notwithstanding that immediately prior to the publication of a notice in respect of the redemption at the option of the Issuer the Bonds under Condition 6.3.2 of the Terms and Conditions of the 2026 Bonds, Condition 5.3.2 of the Terms and Conditions of the 2024 Bonds and Condition 5.3.1 of the Terms and Conditions of the 2024 Floating Rate Bonds, the Bonds may have been trading significantly above par, thus potentially resulting in a loss of capital invested. All of the above may reduce the profits Bondholders may have expected in subscribing the Bonds and could have a materially adverse impact on the Bondholders.

In addition, a partial redemption of the 2026 Bonds pursuant to Condition 6.3.1 (*Make-whole redemption*) of the Terms and Conditions of the 2026 Bonds or of the 2024 Bonds pursuant to Condition 5.3.1 (*Make-whole redemption*) of the Terms and Conditions of the 2024 Bonds may also adversely affect liquidity for

the remaining outstanding 2026 Bonds or 2024 Bonds depending on the number of 2026 Bonds or 2024 Bonds in respect of which such partial redemption is exercised.

Modification of the Terms and Conditions of the Bonds

Condition 10 of the Terms and Conditions of the 2026 Bonds, Condition 9 of the Terms and Conditions of the 2024 Bonds and Condition 9 of the Terms and Conditions of the 2024 Floating Rate Bonds contain provisions for consulting Bondholders on matters affecting their interests generally. The Bondholders will be automatically grouped for the defence of their common interests in a *Masse*, as defined in Condition 10 of the Terms and Conditions of the 2026 Bonds, Condition 9 of the Terms and Conditions of the 2024 Bonds and Condition 9 of the Terms and Conditions of the 2024 Floating Rate Bonds. Bondholders can adopt measures either through a general meeting (the "**General Meetings**") or by consent following a written consultation (the "**Written Decisions**").

It should be noted that Condition 10.5 of the Terms and Conditions of the 2026 Bonds, Condition 9.5 of the Terms and Conditions of the 2024 Bonds and Condition 9.5 of the Terms and Conditions of the 2024 Floating Rate Bonds allows the Issuer to (i) change its corporate object or corporate form, (ii) proceed with a merger or demerger relating to an intra-group reorganisation within the current group perimeter or (iii) issue bonds benefiting from a security interest (*sûreté réelle*) subject to Condition 3 (*Negative Pledge*) of the Terms and Conditions of each Series of Bonds, without being required to seek the approval of the Bondholders.

While it is not possible to assess the likelihood that the Terms and Conditions of each Series of Bonds will need to be amended by way of a General Meeting or Written Decision during the life of the Bonds, if such a General Meeting were to take place or such a Written Decision were to be taken, it is possible that a majority of Bondholders could adopt a decision that would modify the Terms and Conditions of each Series of Bonds in a way that could impair or limit the rights of the Bondholders.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following sections identified in the cross-reference tables below (in relation to the Annex (as defined below)) of the following documents (see hyperlinks in [blue](#)) which have been previously published or are published simultaneously with this Prospectus and that have been filed with the AMF:

- (a) the Issuer's [2021 universal registration document](#) (*document d'enregistrement universel 2021*) (the "**2021 Universal Registration Document**") in the French language filed with the AMF under registration N° D. 22-0118, dated 17 March 2022; and
- (b) the Issuer's [2020 universal registration document](#) (*document d'enregistrement universel 2020*) (the "**2020 Universal Registration Document**") in the French language filed with the AMF under registration N° D. 21-0125, dated 16 March 2021.

Such documents shall be incorporated in and form part of this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

The information contained in the document incorporated by reference that is not included in the cross-reference list is either not relevant for the investor or is covered elsewhere in the Prospectus. For the avoidance of doubt, "Not Applicable" in the cross-reference table below means that the information is not relevant for the purposes of Annex 7 of the Commission Delegated Regulation (EU) 2019/980 implementing the Prospectus Regulation, as amended (the "**Annex**").

The documents incorporated by reference in this Prospectus are available on the website of the Issuer (www.loreal.com) and are available on the website of the AMF (www.amf-france.org). This Prospectus and any supplement thereto will also be available on the website of the AMF (www.amf-france.org). Non-official English translations of (i) the 2021 Universal Registration Document and (ii) the 2020 Universal Registration Document are available on the website of the Issuer (www.loreal.com). These documents are available for information purposes only and are not incorporated by reference in this Prospectus. The only binding versions are the French language versions filed with the AMF.

The information on the website of the Issuer does not form part of this Prospectus unless that information is incorporated by reference into this Prospectus.

The following tables cross-reference the pages of this Prospectus to the documents incorporated by reference with the main heading required under the Annex.

Rule	Annex 7 of the Commission Delegated Regulation (EU) 2019/980, as amended	2020 Universal Registration Document (page number)	2021 Universal Registration Document (page number)
3	RISK FACTORS		
3.1	A description of the material risks that are specific to the issuer and that may affect the issuer's ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed "Risk Factors".		158 to 167

Rule	Annex 7 of the Commission Delegated Regulation (EU) 2019/980, as amended	2020 Universal Registration Document (page number)	2021 Universal Registration Document (page number)
	In each category the most material risks, in the assessment of the issuer, offeror or person asking for admission to trading on a regulated market, taking into account the negative impact on the issuer and the probability of their occurrence, shall be set out first. The risk factors shall be corroborated by the content of the registration document.		
4	INFORMATION ABOUT THE ISSUER		
4.1	History and development of the Issuer		
4.1.1	The legal and commercial name of the issuer		378
4.1.2	The place of registration of the issuer, its registration number and legal entity identifier ('LEI').		378
4.1.3	The date of incorporation and the length of life of the issuer, except where the period is indefinite.		378
4.1.4	The domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, the address, telephone number of its registered office (or principal place of business if different from its registered office) and website of the issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus.		378
4.1.5	Any recent events particular to the issuer and which are to a material extent relevant to an evaluation of the issuer's solvency.		Not Applicable
5	BUSINESS OVERVIEW		
5.1	Principal activities		
5.1.1	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed.		14 to 21
5.1.2	The basis for any statements made by the issuer regarding its competitive position.		22 to 24
6	ORGANISATIONAL STRUCTURE		
6.1	If the issuer is part of a group, a brief description of the group and the issuer's position within the group. This may be in the form of, or accompanied by, a		340 to 342; 365 to 368

Rule	Annex 7 of the Commission Delegated Regulation (EU) 2019/980, as amended	2020 Universal Registration Document (page number)	2021 Universal Registration Document (page number)
	diagram of the organisational structure if this helps to clarify the structure.		
6.2	If the Issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.		Not Applicable
7	TREND INFORMATION		
7.1	<p>A description of:</p> <p>(a) any material adverse change in the prospects of the issuer since the date of its last published audited financial statements; and</p> <p>(b) any significant change in the financial performance of the group since the end of the last financial period for which financial information has been published to the date of the registration document.</p> <p>If neither of the above are applicable then the issuer should include (an) appropriate negative statement(s).</p>		45
8	PROFIT FORECASTS OR ESTIMATES		Not Applicable
9	ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES		
9.1	<p>Names, business addresses and functions within the issuer of the following persons and an indication of the principal activities performed by them outside of that issuer where these are significant with respect to that issuer:</p> <p>(a) members of the administrative, management or supervisory bodies; and</p> <p>(b) partners with unlimited liability, in the case of a limited partnership with a share capital.</p>		8 to 12; 54 to 57; 64 to 74
9.2	Administrative, management, and supervisory bodies conflicts of interests.		55 to 56; 62 and 63

Rule	Annex 7 of the Commission Delegated Regulation (EU) 2019/980, as amended	2020 Universal Registration Document (page number)	2021 Universal Registration Document (page number)
	Potential conflicts of interests between any duties to the issuer, of the persons referred to in item 9.1, and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, a statement to that effect must be made.		
10	MAJOR SHAREHOLDERS		
10.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control and describe the measures in place to ensure that such control is not abused.		8; 383 and 384
10.2	A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer.		Not Applicable
11	FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES		
11.1	Historical financial information		
11.1.1	Historical financial information covering the latest two financial years (at least 24 months) or such shorter period as the issuer has been in operation and the audit report in respect of each year.	249 to 347	283 to 376
11.1.2	Change of accounting reference date.		Not Applicable
11.1.3	Accounting standards.	257 to 259, 323 and 324	291 and 292, 353 and 354
11.1.4	Where the audited financial information is prepared according to national accounting standards, the financial information must include at least the following: (a) the balance sheet; (b) the income statement; (c) the accounting policies and explanatory notes.	319 318 322 to 339	349 348 352 to 368
11.1.5	Consolidated financial statements If the issuer prepares both stand-alone and consolidated financial	249 to 311	283 to 339

Rule	Annex 7 of the Commission Delegated Regulation (EU) 2019/980, as amended	2020 Universal Registration Document (page number)	2021 Universal Registration Document (page number)
	statements, include at least the consolidated financial statements in the registration document.		
11.1.6	Age of financial information The balance sheet date of the last year of audited financial information may not be older than 18 months from the date of the registration document	312; 343	343; 372
11.2	Auditing of historical financial information		
11.2.1	A statement that the historical annual financial information has been audited.	312-315; 343 to 347	343 to 346; 372 to 376
11.2.1a	Where audit reports on the historical financial information have been refused by the statutory auditors or where they contain qualifications, modifications of opinion, disclaimers or an emphasis of matter, the reason must be given, and such qualifications, modifications, disclaimers or emphasis of matter must be reproduced in full.		Not Applicable
11.2.2	Indication of other information in the registration document which has been audited by the auditors.	114 to 116; 243 to 248; 393 and 394	128 to 131; 274 to 281; 425 to 428
11.2.3	Where financial information in the registration document is not extracted from the issuer's audited financial statements state the source of the data and state that the data is not audited.		Not Applicable
11.3	Legal and arbitration proceedings		
11.3.1	Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during a period covering at least the previous 12 months which may have or have had in the recent past significant effects on the Issuer and/or group's financial position or profitability, or provide an appropriate negative statement.	147 to 148; 302 to 304	165 and 166; 334 to 336
11.4	Significant changes in the Issuer's financial position		
11.4.1	A description of any significant change in the financial position of the group which has occurred since the end of the last financial period for which either audited	41	45

Rule	Annex 7 of the Commission Delegated Regulation (EU) 2019/980, as amended	2020 Universal Registration Document (page number)	2021 Universal Registration Document (page number)
	financial information or interim financial information have been published, or provide an appropriate negative statement		
12	MATERIAL CONTRACTS		
12.1	A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligations to security holders in respect of the securities being issued.		Not Applicable

TERMS AND CONDITIONS OF THE 2026 BONDS

The terms and conditions of the 2026 Bonds will be as follows:

The issue of the Euro 1,250,000,000 0.875 per cent. Sustainability-Linked Bonds due 29 June 2026 (ISIN: FR0014009EJ8; Common Code: 246344175) (the "**2026 Bonds**") of L'Oréal (the "**Issuer**") has been authorised pursuant to a resolution of the Board of directors (*Conseil d'administration*) of the Issuer dated 7 December 2021 and a decision of Christophe Babule, Group Chief Financial Officer (*Directeur Général Administration et Finances*) of the Issuer dated 23 March 2022.

The Issuer has entered into (i) an agency agreement (the "**Agency Agreement**") dated 25 March 2022 with Société Générale, as fiscal agent, principal paying agent and calculation agent for the purposes of the Conditions (except for Condition 6.3.1), and (ii) a make-whole calculation agency agreement (the "**Make-Whole Calculation Agency Agreement**") dated 25 March 2022 with Aether Financial Services as make-whole calculation agent for the purposes of Condition 6.3.1. The fiscal agent, the principal paying agent, the paying agents, the calculation agent and the make-whole calculation agent for the time being are referred to in these Conditions as the "**Fiscal Agent**", the "**Principal Paying Agent**", the "**Paying Agents**" (which expression shall include the Principal Paying Agent), the "**Calculation Agent**" and the "**Make-Whole Calculation Agent**", each of which expression shall include the successors from time to time of the relevant persons, in such capacities, under the Agency Agreement or the Make-Whole Calculation Agency Agreement, as the case may be, or any replacement calculation agent appointment letter, as applicable, and are collectively referred to as the "**Agents**". Copies of the Agency Agreement are available for inspection during usual business hours at the specified office of the Fiscal Agent and at the registered office of the Issuer.

References below to "**Conditions**" are, unless the context otherwise requires, to the numbered paragraphs below.

In these Conditions, references to "**day**" or "**days**" are to calendar days unless otherwise specified.

For the purposes of these Conditions:

" 2021 Base Year "	means, in relation to the Cradle-to-Shelf GHG Emissions KPI, the level of such KPI used as a baseline, which corresponds to the level of such KPI for the financial year 2021 and is equal to 446 grams of CO ₂ equivalent per sold product (as indicated in the 2021 Universal Registration Document).
" 2026 Bondholders "	means the holders of the 2026 Bonds, and " 2026 Bondholder " means any of them.
" 2026 Bonds Maturity Date "	means 29 June 2026.
" Account Holder "	means any intermediary institution entitled to hold accounts, directly or indirectly with Euroclear France, and includes Euroclear and Clearstream.
" Agency Agreement "	has the meaning given in the preamble to these Conditions.
" Agent "	has the meaning given in the preamble to these Conditions.
" Assurance Report "	has the meaning given to it in Condition 5.3 (<i>Reporting of Sustainability Performance Targets</i>).
" Biobased Material "	means a material that (a) contains substances derived from living organisms (excluding animal origin), (b) contains biobased carbon and (c) is renewable.
" Business Day "	means a day (other than a Saturday or a Sunday) on which (i) Euroclear France is open for business, (ii) the TARGET System is operating and (iii)

	commercial banks and foreign exchange markets are open for general business in France.
"Calculation Agent"	has the meaning given in the preamble to these Conditions.
"Carbon Neutral Sites KPI"	means the proportion of Operated Sites achieving carbon neutrality by reducing to zero their GHG Emissions (Scope 1 and Scope 2 and excluding any residual GHG Emissions linked to the gas used for catering, the fuel oil used for sprinkler tests, the fossil energy consumptions used during the maintenance of on-site renewable installation, and cooling gas leaks if they are lower than 130 tons of CO ₂ equivalent per year), as determined by the Issuer.
"Carbon Neutral Sites Sustainability Performance Target"	means the threshold or objective of 100 per cent. set for the Carbon Neutral Sites KPI to be observed on the Target Observation Date.
"Clearstream"	means Clearstream Banking S.A. (or any successor thereto).
"CO₂"	means carbon dioxide.
"Code"	has the meaning given to it in Condition 7.1 (<i>Method of Payment</i>).
"Collective Decision"	has the meaning given to it in Condition 10.1 (<i>Representation</i>).
"Cradle-to-Shelf GHG Emissions KPI"	means the GHG Emissions linked to Scope 1, Scope 2 and Selected Scope 3 per sold product, it being specified that Selected Scope 3 includes raw materials and packaging materials purchased, products manufacturing and products transportation to the first delivery point to clients.
"Cradle-to-Shelf GHG Emissions Sustainability Performance Target"	means the objective of 14 per cent. reduction set for the Cradle-to-Shelf GHG Emissions KPI to be observed on the Target Observation Date compared to the 2021 Base Year.
"Early Redemption Rate"	has the meaning given to it in Condition 6.3.1 (<i>Make-whole redemption</i>).
"Electronic Consent"	has the meaning given to it in Condition 10.4.2 (<i>Written Decisions</i>).
"Euroclear"	means Euroclear Bank SA/NV (or any successor thereto).
"Euroclear France"	means Euroclear France, a subsidiary of Euroclear (or any successor thereto).
"Event of Default"	means any of the events described in Condition 9 (<i>Events of default</i>).
"External Verifier"	means Deloitte & Associés or any other independent third party with relevant expertise, appointed by the Issuer to perform the functions required to be performed by the External Verifier under these Conditions, it being specified that any appointment or replacement will be communicated in the Issuer's Universal Registration Document.
"FATCA Withholding"	has the meaning given to it in Condition 7.1 (<i>Method of Payment</i>).
"Financial Debt"	has the meaning given to it in Condition 9 (<i>Events of default</i>).
"Fiscal Agent"	has the meaning given in the preamble to these Conditions.
"General Meeting"	has the meaning given to it in Condition 10.4 (<i>Collective Decisions</i>).

"GHG Emissions"	means greenhouse gas emissions, expressed in CO ₂ equivalent.
"GHG Protocol Standard"	means the document entitled "The Greenhouse Gas Protocol, A Corporate Accounting and Reporting Standard (Revised Edition)" published by the World Business Council for Sustainable Development and the World Resources Institute (as amended and updated from time to time).
"Group"	means the Issuer and its Subsidiaries taken as a whole for the time being.
"Interest Commencement Date"	has the meaning given to it in Condition 4 (<i>Interest</i>).
"Interest Payment Date"	has the meaning given to it in Condition 4 (<i>Interest</i>).
"Interest Period"	has the meaning given to it in Condition 4 (<i>Interest</i>).
"Intra-Group Reorganisation"	means any merger (<i>fusion</i>) or demerger (<i>scission</i>) of the Issuer made in the context of an intra-group reorganisation within the current Group perimeter.
"Key Performance Indicator" or "KPI"	means each of the Carbon Neutral Sites KPI, the Cradle-to-Shelf GHG Emissions KPI and the Plastics Packaging KPI.
"KPI Change"	means any material change in (i) the methodology of any KPI, (ii) a regulation which is relevant to the determination of any KPI (iii) the data due to better data accessibility or discovery of data errors, or (iv) the perimeter of the Group as a result of any acquisition, amalgamation, demerger, merger, corporate reconstruction, divestiture or disposal, where any such change, taken individually or in aggregate, has a significant impact on the levels of the Sustainability Performance Targets.
"Make-Whole Calculation Agency Agreement"	has the meaning given in the preamble to these Conditions.
"Make-Whole Calculation Agent"	has the meaning given in the preamble to these Conditions.
"Make-Whole Redemption Amount"	has the meaning given to it in Condition 6.3.1 (<i>Make-whole redemption</i>).
"Make-Whole Redemption Date"	has the meaning given to it in Condition 6.3.1 (<i>Make-whole redemption</i>).
"Make-Whole Redemption Rate"	has the meaning given to it in Condition 6.3.1 (<i>Make-whole redemption</i>).
"Material Subsidiary"	means, at any one time, any Subsidiary of the Issuer which, in the last audited consolidated financial statements of the Issuer published at that time, accounts for at least 15 per cent. of the Group's consolidated total revenues.
"Masse"	has the meaning given to it in Condition 10 (<i>Representation of the 2026 Bondholders</i>).
"Operated Sites"	means all sites operated by the Group which are factories, distribution centres, administrative or research centres.

"outstanding"	means all the 2026 Bonds issued other than (i) those which have been redeemed in accordance with the Conditions, (ii) those in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including any premium payable under Condition 5 and all interest accrued on such 2026 Bonds to the date for such redemption and any interest payable under Condition 4 after such date) have been duly paid to the Fiscal Agent, (iii) those in respect of which claims have become prescribed under Condition 12 (<i>Prescription</i>) and (iv) those which have been purchased and cancelled as provided in Condition 6 (<i>Redemption and Purchase</i>).
"Paying Agents"	has the meaning given in the preamble to these Conditions.
"Plastics Packaging KPI"	means the percentage of the mass of plastics used in the Issuer's packaging made either from Recycled Materials or Biobased Materials for finished goods, in each case provided that their life cycle analysis shows a better environmental profile than their virgin version, compared to the mass of all plastics used in the Issuer's packaging for finished goods, each as produced out of all of the Issuer's factories (excluding products for which the data is not available in the Issuer's central packaging data system), as determined by the Issuer.
"Plastics Packaging Sustainability Performance Target"	means the threshold or objective of fifty (50) per cent. set for the Plastics Packaging KPI to be observed on the Target Observation Date.
"Premium Payment Amount"	has the meaning given to it in Condition 5 (<i>Premium Payment</i>).
"Premium Payment Date"	means the 2026 Bonds Maturity Date.
"Principal Paying Agent"	has the meaning given in the preamble to these Conditions.
"Rate of Interest"	has the meaning given to it in Condition 4 (<i>Interest</i>).
"Recycled Material"	means a post-consumer material which is collected, sorted and reprocessed into a recycled material by mechanical or chemical means.
"Reference Benchmark Security"	has the meaning given to it in Condition 6.3.1 (<i>Make-whole redemption</i>).
"Reference Dealer"	has the meaning given to it in Condition 6.3.1 (<i>Make-whole redemption</i>).
"Relevant Debt"	means any present or future indebtedness for borrowed monies of the Issuer in the form of, or represented by, bonds (<i>obligations</i>) which are or are capable of being listed or traded on a regulated securities market (<i>marché réglementé</i>).
"Representative"	has the meaning given to it in Condition 10.1 (<i>Representation</i>).
"Residual Maturity Call Period"	has the meaning given to it in Condition 6.3.3 (<i>Residual maturity call option</i>).
"Scope 1"	means the Issuer's direct GHG Emissions arising from the gas and fuel oil consumption of the Operated Sites, including GHG Emissions related to potential cooling gas leaks in accordance with the GHG Protocol Standards.

"Scope 2"	means the Issuer's indirect GHG Emissions arising from electricity and heat, cooling, steam purchased of all the Operated Sites in accordance with the GHG Protocol Standards.
"Selected Scope 3"	means (a) in relation to purchased goods and services limited to raw materials and packaging materials, the indirect upstream GHG Emissions linked to the Issuer's purchases of raw materials and packaging materials used for the products manufactured by the Group (which include the extraction of materials, their transportation to suppliers followed by their processing prior to delivery) and (b) in relation to downstream transport and distribution, the indirect downstream GHG Emissions generated by the transport of products sold from production or distribution centres to clients, it being specified that this includes transportation flows of finished products from the production sites to the first customer delivery point only, as determined by the Issuer.
"Similar Security"	has the meaning given to it in Condition 6.3.1 (<i>Make-whole redemption</i>).
"SPT Verification Assurance Certificate"	has the meaning given to it in Condition 5.3 (<i>Reporting of Sustainability Performance Targets</i>).
"Subsidiary"	means, in relation to a company, any other company controlled by that company within the meaning of article L.233-3 I of the French <i>Code de commerce</i> .
"Sustainability Performance Report"	has the meaning given to it in Condition 5.3 (<i>Reporting of Sustainability Performance Targets</i>).
"Sustainability Performance Target"	means each of the Carbon Neutral Sites Sustainability Performance Target, the Cradle-to-Shelf GHG Emissions Sustainability Performance Target and the Plastics Packaging Sustainability Performance Target.
"Sustainability Trigger Event"	means the failure by the Issuer (i) to achieve any of the Sustainability Performance Targets on the Target Observation Date, or (ii) to publish the SPT Verification Assurance Certificate, in accordance with Condition 5.3 (<i>Reporting of Sustainability Performance Targets</i>).
"Sustainability-Linked Financing Framework"	means the framework defining the Issuer's sustainability strategy, key performance indicators and performance targets prepared by the Issuer in connection with the 2026 Bonds and available on the Issuer's website: www.loreal.com .
"Target Observation Date"	means 31 December 2025.
"TARGET System"	means the Trans-European Automated Real-Time Gross Settlement Express Transfer System (known as TARGET2) or any successor thereto.
"Universal Registration Document"	means the universal registration document (<i>Document d'enregistrement universel</i>) which the Issuer publishes on its website on an annual basis in relation to its latest audited consolidated financial statements.
"Written Decision"	has the meaning given to it in Condition 10.4 (<i>Collective Decisions</i>).
"Written Majority Decision"	has the meaning given to it in Condition 10.4 (<i>Collective Decisions</i>).
"Written Majority Decision Date"	has the meaning given to it in Condition 10.4.2 (<i>Written Decisions</i>).

"Written Unanimous Decision" has the meaning given to it in Condition 10.4 (*Collective Decisions*).

1. **Form, Denomination and Title**

The 2026 Bonds are issued on 29 March 2022 (the "**Issue Date**") in dematerialised bearer form (*au porteur*) in the denomination of Euro 100,000 each. Title to the 2026 Bonds will be evidenced in accordance with Articles L. 211-3 *et seq.* and R. 211-1 *et seq.* of the French *Code monétaire et financier* by book-entries (*inscription en compte*) in the books of the Account Holders. No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the French *Code monétaire et financier*) will be issued in respect of the 2026 Bonds. The 2026 Bonds will, upon issue, be inscribed in the books of Euroclear France which shall credit the accounts of the Account Holders.

Title to the 2026 Bonds shall be evidenced by entries in the books of the Account Holders and will pass upon, and transfer of 2026 Bonds may only be effected through, registration of the transfer in such books.

2. **Status of the 2026 Bonds**

The obligations of the Issuer in respect of the 2026 Bonds constitute direct, unconditional, unsubordinated and (subject as provided in Condition 3 below) unsecured obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present and future unsecured and unsubordinated obligations of the Issuer.

3. **Negative Pledge**

For so long as there remain any outstanding 2026 Bonds, the Issuer will not create or permit to subsist any mortgage, pledge, lien, charge or any other form of security interest (*sûreté réelle*) on any of its present or future assets or revenues to secure any Relevant Debt or any guarantee or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, the Issuer's obligations under the 2026 Bonds (i) are equally and rateably secured therewith or (ii) are given the benefit of any mortgage, pledge, lien, charge or any other form of security interest (*sûreté réelle*) as shall be approved by a decision of the *Masse* of the 2026 Bondholders.

4. **Interest**

- 4.1 The 2026 Bonds bear interest from and including 29 March 2022 (the "**Interest Commencement Date**") at the rate of 0.875 per cent. per annum (the "**Rate of Interest**"). Interest is payable annually in arrear on 29 June in each year (each an "**Interest Payment Date**"), commencing on 29 June 2023. There will be a long first coupon in respect of the period from and including the Interest Commencement Date to but excluding 29 June 2023. The long first coupon shall be in an amount of Euro 1,095.55 per 2026 Bond.

Interest will be calculated on an Actual/Actual (ICMA) basis. Where interest is to be calculated in respect of a period which is equal to, or shorter than, an Interest Period, it shall be calculated on the basis of the number of days elapsed in the relevant period, from and including the date from which interest begins to accrue to, but excluding, the date on which it falls due, divided by the number of days in the Interest Period in which the relevant period falls (including the first but excluding the last day of such period).

The period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including an Interest Payment Date to but excluding the next Interest Payment Date is called an "**Interest Period**".

- 4.2 Each 2026 Bond will cease to bear interest from the date on which it is to be redeemed, unless payment of the full amount due in respect of the 2026 Bond is improperly withheld or refused on such date.

In such event, interest shall continue to accrue on the principal amount of such 2026 Bonds in accordance with this Condition (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such 2026 Bonds up to that day are received by or on behalf of the relevant 2026 Bondholder, and (b) the day after the Fiscal Agent has notified the 2026 Bondholders in accordance with Condition 11 of receipt of all sums due in respect of all 2026 Bonds up to that day (except if and to the extent the subsequent payment to the relevant 2026 Bondholder is not made in accordance with these Conditions).

Interest payments will be made subject to, and in accordance with, the provisions of Condition 7 (*Payments*).

The Calculation Agent shall be responsible for calculating any amount due under this Condition 4 (*Interest*).

5. **Premium Payment**

5.1 **Premium Payment Amount and Premium Payment Date**

Upon the occurrence of a Sustainability Trigger Event, the Issuer shall pay on the Premium Payment Date, in accordance with Condition 7 (*Payments*), in respect of each 2026 Bond an amount equal to:

- (a) 0.375 per cent. of the principal amount for each 2026 Bond if the Issuer has (i) met none of the Sustainability Performance Targets as at the Target Observation Date, or (ii) failed to publish the SPT Verification Assurance Certificate, in accordance with Condition 5.3 below; or
- (b) 0.250 per cent. of the principal amount for each 2026 Bond if the Issuer has met one of the Sustainability Performance Targets as at the Target Observation Date; or
- (c) 0.125 per cent. of the principal amount for each 2026 Bond if the Issuer has met two of the Sustainability Performance Targets as at the Target Observation Date,

(each a "**Premium Payment Amount**").

In the case where the Issuer redeems the 2026 Bonds in accordance with Conditions 6.2, 6.3.2 or 6.3.3, and the relevant early redemption date falls after the occurrence of a Sustainability Trigger Event but prior to the Premium Payment Date, the relevant Premium Payment Amount will be paid on such early redemption date.

For the avoidance of doubt, if the Issuer has met all the Sustainability Performance Targets, no Premium Payment Amount shall be paid to the 2026 Bondholders.

The Calculation Agent shall be responsible for calculating any amount due under this Condition 5 (*Premium Payment*).

5.2 **Notification of Sustainability Trigger Event**

If a Sustainability Trigger Event occurs, the Issuer shall give notice of such Sustainability Trigger Event and the related Premium Payment Amount to the Agents and, in accordance with Condition 11 (*Notices*), to the 2026 Bondholders as soon as reasonably practicable after the occurrence of such Sustainability Trigger Event and in no event later than the date falling fifteen (15) Business Days prior to the Premium Payment Date.

5.3 **Reporting of Sustainability Performance Targets**

For each fiscal year ending on 31 December from and including 2022 and up to and including 2025, the Issuer shall include in a dedicated section (or a dedicated concordance table) of its Universal Registration Document or publish on its website as a separate report or document:

- (a) the level of each Key Performance Indicator (the "**Sustainability Performance Report**"); and

- (b) an assurance report issued by the External Verifier confirming the level of each Key Performance Indicator provided in the Sustainability Performance Report (the "**Assurance Report**").

For the fiscal year ending on the Target Observation Date, the Issuer shall include, in a dedicated section (or a dedicated concordance table) of its Universal Registration Document or publish on its website as a separate report or document, a certificate issued by the External Verifier confirming whether or not the Issuer has achieved the Sustainability Performance Targets as at such Target Observation Date (the "**SPT Verification Assurance Certificate**"). Such SPT Verification Assurance Certificate may also be included in the Assurance Report published in respect of the fiscal year ending on the Target Observation Date.

The Sustainability Performance Report, the Assurance Report and the SPT Verification Assurance Certificate shall be published no later than the date of publication of the Issuer's Universal Registration Document.

5.4 **Absence of Event of Default**

The occurrence of any Sustainability Trigger Event shall not constitute an Event of Default or a breach of the Issuer's obligations under the 2026 Bonds.

5.5 **Recalculation**

In the event of a KPI Change, the KPI(s) (including when used as a baseline, on the 2021 Base Year in respect of the Cradle-to-Shelf GHG Emissions KPI) and/or the Sustainability Performance Target(s) may be recalculated in good faith by the Issuer to reflect such change, provided that:

- (a) in the opinion of the Issuer, such change has no material adverse effect on the interests of the 2026 Bondholders, and
- (b) an External Verifier has independently confirmed that the proposed revision:
 - (i) is consistent with the Issuer's sustainable strategy; and
 - (ii) is in line with the initial level of ambition of the Sustainability Performance Target(s),

all as described in the section "*Description of L'Oréal's Sustainability Performance Targets*" of this Prospectus and in the Issuer's Sustainability-Linked Financing Framework.

Any such change will be communicated as soon as reasonably practicable by the Issuer to the Fiscal Agent and the Calculation Agent and notified to the 2026 Bondholders (copy to the Representative) (in accordance with Condition 11 (*Notices*)).

Any other material changes will be made with the prior approval of the Bondholders by way of Collective Decisions.

6. **Redemption and Purchase**

The 2026 Bonds may not be redeemed otherwise than in accordance with this Condition 6 and Condition 9.

6.1 **Final Redemption**

Unless previously redeemed or purchased and cancelled as provided below, the 2026 Bonds will be redeemed by the Issuer in full at their principal amount on the 2026 Bonds Maturity Date.

6.2 **Redemption for tax reasons**

- 6.2.1 If, by reason of a change in French law or regulation or any change in the official application or interpretation of such law or regulation which becomes effective after the Issue Date, the Issuer would not, on the next date on which a payment of principal, interest

or premium in respect of the 2026 Bonds is due, be able to make such payment without having to pay additional amounts as specified under Condition 8 below, the Issuer may, at any time, subject to having given not more than forty-five (45) days' and not fewer than fifteen (15) days' prior notice to the 2026 Bondholders (which notice shall be irrevocable) in accordance with Condition 11, redeem all, but not some only, of the 2026 Bonds at their principal amount together with accrued interest up to (but excluding) their effective redemption date, provided that the redemption date set in such notice shall be no earlier than the latest practicable date on which the Issuer could make payment of principal, interest and premium without withholding or deduction for French taxes.

- 6.2.2 If the Issuer would, on the next date on which a payment of principal, interest or premium in respect of the 2026 Bonds is due, be prevented by French law from making payment to the 2026 Bondholders in the full amount then due and payable, notwithstanding the undertaking to pay additional amounts as set forth in Condition 8, the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall, subject to having given not more than forty-five (45) days' and not fewer than seven (7) days' irrevocable notice to the 2026 Bondholders in accordance with Condition 11, forthwith redeem all, and not some only, of the 2026 Bonds then outstanding at their principal amount together with accrued interest up to (but excluding) their effective redemption date, provided that the redemption date set in such notice shall be the latest practicable date on which the Issuer could make payment on the total amount due under the 2026 Bonds without withholding or deduction for French taxes or, if such date has passed, as soon as practicable thereafter but in any case subject to the notice period referred to above.

6.3 **Redemption at the Option of the Issuer**

6.3.1 Make-whole redemption

The Issuer may, subject to compliance with all relevant laws, regulations and directives and to having given not less than fifteen (15) nor more than forty-five (45) calendar days' notice to the 2026 Bondholders and to the Fiscal Agent (which notice shall be irrevocable and shall specify the date set for redemption) in accordance with Condition 11, redeem the 2026 Bonds in whole or in part, at any time prior to the first day of the Residual Maturity Call Period (the "**Make-Whole Redemption Date**") at an amount per 2026 Bond equal to the Make-Whole Redemption Amount (as defined below) together with any accrued and unpaid interest up to, but excluding, the Make-Whole Redemption Date.

The amount payable in respect of each 2026 Bond so redeemed (the "**Make-Whole Redemption Amount**") will be calculated by the Make-Whole Calculation Agent and will be an amount in Euro rounded to the nearest cent (half a cent being rounded upwards) equal to the greater of:

- (a) one hundred (100) per cent. of the principal amount of each 2026 Bond so redeemed; or
- (b) the sum of the then current values on the relevant Make-Whole Redemption Date of (i) the principal amount of each 2026 Bond and (ii) the remaining scheduled payments of interest on such 2026 Bond (excluding any interest accruing on such 2026 Bond so redeemed from the last Interest Payment Date or as the case may be the Issue Date) from the relevant Make-Whole Redemption Date until the first day of the Residual Maturity Call Period, discounted from the first day of the Residual Maturity Call Period (with such redemption deemed to occur on that date) to the relevant Make-Whole Redemption Date on an annual basis (based on the actual number of calendar days elapsed divided by 365 or, in the case of a leap year, by 366) at the Make-Whole Redemption Rate,

it being specified that if the Make-Whole Redemption Date falls:

- (i) before the publication of the SPT Verification Assurance Certificate (as specified in Condition 5.3), the relevant Premium Payment Amount (if any) shall be added to the Make-Whole Redemption Amount, provided

that (i) the Premium Payment Amount will be determined in accordance with Condition 5.1 taking into account the achievement of any of the Sustainability Performance Targets by the Issuer at a date falling on or prior to the Make-Whole Redemption Date, as evidenced by a certificate issued by the External Verifier, and that (ii) the Premium Payment Amount provided in Condition 5.1(a)(ii) for the failure to publish the SPT Verification Assurance Certificate shall not be applicable; or

- (ii) after the publication of the SPT Verification Assurance Certificate (as specified in Condition 5.3), (x) upon the occurrence of a Sustainability Trigger Event, the relevant Premium Payment Amount determined in accordance with Condition 5.1 shall be added to the Make-Whole Redemption Amount or (y) if no Sustainability Trigger Event has occurred, no amount should be added to the Make-Whole Redemption Amount.

The Make-Whole Redemption Rate will be published by the Issuer in accordance with Condition 11.

For the purposes of this Condition 6.3.1:

"Early Redemption Rate" means the average of four (4) quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Benchmark Security on the fourth (4th) business day in Paris preceding the Make-Whole Redemption Date at 11.00 a.m. (Central European time (CET)).

"Make-Whole Redemption Rate" means the Early Redemption Rate plus 0.10 per cent.

"Reference Benchmark Security" means the OAT (*obligation assimilable du Trésor*) bearing interest at a rate of 0.00 per cent. *per annum* due 25 February 2026, with ISIN FR0013508470. If, at the time an Early Redemption Rate must be calculated, the Reference Benchmark Security is no longer outstanding, a Similar Security will be chosen by the Make-Whole Calculation Agent after prior consultation with the Issuer if practicable under the circumstances.

"Reference Dealer" means any of the four (4) banks (that may include the Managers) selected by the Make-Whole Calculation Agent after prior consultation with the Issuer which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

"Similar Security" means a reference bond or reference bonds issued by the French Government having an actual or interpolated maturity comparable with the remaining term of the 2026 Bonds that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the 2026 Bonds.

In the case of a partial redemption, the redemption may be effected by reducing the principal amount of each such 2026 Bond in proportion to the aggregate principal amount redeemed, subject to compliance with applicable laws and regulated market or other stock exchange requirements, and for the avoidance of doubt the applicable Make-Whole Redemption Amount and, if any, the relevant Premium Payment Amount (together with any interest accrued to (but excluding) the relevant Make-Whole Redemption Date) shall be calculated on the basis of such reduced principal amount.

So long as the 2026 Bonds are admitted to trading on Euronext Paris and the rules of that stock exchange so require, the Issuer shall, each year in which there has been a partial redemption of the 2026 Bonds, cause to be published in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers*, a notice specifying the aggregate principal amount of 2026 Bonds outstanding.

6.3.2 Clean-up call option

In the event that twenty-five (25) per cent. or less of the initial aggregate principal amount of the 2026 Bonds (including any assimilated 2026 Bonds issued pursuant to Condition 13) remain outstanding, the Issuer may, at its option but subject to having given not more than forty five (45) nor less than fifteen (15) calendar days' notice to the 2026 Bondholders and the Fiscal Agent (which notice shall be irrevocable and shall specify the date set for redemption) in accordance with Condition 11, redeem all, but not some only, of the outstanding 2026 Bonds at their principal amount together with any interest accrued to, but excluding, the date set for redemption, provided that if the Issuer has exercised the Make-whole redemption option as specified in Condition 6.3.1 (*Make-whole redemption*), the Clean-up call option shall not be exercised within the 12 months following the exercise of such Make-whole redemption option.

6.3.3 Residual maturity call option

The Issuer may, at its option, from and including 29 March 2026 (being the date falling three (3) months prior to the 2026 Bonds Maturity Date) to but excluding the 2026 Bonds Maturity Date (the "**Residual Maturity Call Period**"), subject to having given not more than forty five (45) nor less than fifteen (15) calendar days' prior notice to the 2026 Bondholders and the Fiscal Agent in accordance with Condition 11 (which notice shall be irrevocable and shall specify the date set for redemption), redeem all, but not some only, of the outstanding 2026 Bonds, at their principal amount plus accrued interest up to but excluding the date set for redemption.

6.4 Purchases

The Issuer shall have the right at any time to purchase 2026 Bonds in the open market or otherwise at any price and at any condition, whether by a tender offer or otherwise, subject to applicable laws and regulations. All 2026 Bonds so purchased by the Issuer may be held and resold in accordance with applicable laws and regulations or cancelled in accordance with Condition 6.5.

6.5 Cancellation

All 2026 Bonds which are redeemed or purchased for cancellation by or on behalf of the Issuer pursuant to Conditions 6.2, 6.3 or 6.4 will be cancelled and accordingly may not be reissued or sold.

7. Payments

7.1 Method of Payment

Payments of principal, interest and premium in respect of the 2026 Bonds will be made in Euro by credit or transfer to a Euro-denominated account (or any other account to which Euro may be credited or transferred) specified by the payee with a bank in a city in which banks have access to the TARGET System.

Such payments shall be made for the benefit of the 2026 Bondholders to the Account Holders, and all payments validly made to such Account Holders in favour of the 2026 Bondholders will be an effective discharge of the Issuer and the Paying Agents, as the case may be, in respect of such payments. None of the Issuer, the Fiscal Agent or the Paying Agents shall be liable to any 2026 Bondholder or other person for any commission, costs, losses or expenses in relation to, or resulting from, the credit or transfer of Euro, or any currency conversion or rounding effect in connection with such payment being made in Euro.

Payments under the 2026 Bonds will, in all cases, but without prejudice to the provisions of Condition 8, be subject to (i) any fiscal or other laws and regulations applicable thereto in the place of payment and, as the case may be, (ii) any withholding or deduction imposed or required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to sections 1471 through 1474 of the Code (or any regulations or agreements thereunder or official interpretations thereof) or an

intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (any such withholding or deduction, a "**FATCA Withholding**").

7.2 **Payments on Business Days**

If any due date for payment of principal, interest or premium or any other amount in respect of any 2026 Bond is not a Business Day, then the 2026 Bondholder thereof shall not be entitled to payment of the amount due until the next following day which is a Business Day and the 2026 Bondholder shall not be entitled to any interest or premium or other sums in respect of such postponed payment.

7.3 **Agents**

The name and specified office of the initial Fiscal Agent, Principal Paying Agent, Calculation Agent and Make-Whole Calculation Agent are as follows:

Fiscal Agent, Principal Paying Agent and Calculation Agent:

Société Générale
32, rue du Champ de Tir
CS 30812
44308 Nantes Cedex 3
France

Make-Whole Calculation Agent:

Aether Financial Services
36 rue de Monceau
75008 Paris
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any Paying Agent, the Calculation Agent, the Make-Whole Calculation Agent and/or appoint a substitute Fiscal Agent, Calculation Agent, Make-Whole Calculation Agent and additional or other Paying Agents or approve any change in the office through which any such Agent acts, provided that there will at all times be a Fiscal Agent and a Principal Paying Agent having a specified office in a European city and, so long as any 2026 Bond is outstanding, a Calculation Agent and a Make-Whole Calculation Agent. Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than forty-five (45) nor less than fifteen (15) calendar days' notice thereof shall have been given to the 2026 Bondholders by the Issuer in accordance with Condition 11 (*Notices*).

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent or the Make-Whole Calculation Agent, as the case may be, shall (in the absence of error) be final and binding upon all parties. The Calculation Agent and the Make-Whole Calculation Agent shall act as independent experts and not as agents for the Issuer or the 2026 Bondholders. The Make-Whole Calculation Agent (acting in such capacity) shall not have any relationship of agency or trust with, and, to the extent permitted by law, shall not incur any liability against the 2026 Bondholders, the Fiscal Agent or the Principal Paying Agent.

8. **Taxation**

8.1 **Withholding Tax**

All payments of principal, interest, premium and other revenues by or on behalf of the Issuer in respect of the 2026 Bonds shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

8.2 **Additional Amounts**

If, pursuant to French law, payments of principal, interest, premium or other revenues in respect of any 2026 Bond become subject to withholding or deduction in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that each 2026 Bondholder, after such withholding or deduction, will receive the full amount then due and payable thereon in the absence of such withholding or deduction; provided however that the Issuer shall not be liable to pay any such additional amounts in respect of any 2026 Bond to, or to a third party on behalf of, a 2026 Bondholder who is liable to such taxes, duties, assessments or governmental charges in respect of such 2026 Bond by reason of his having some connection with France other than the mere holding of such 2026 Bond.

Any references in these Conditions to principal, interest, premium and other revenues shall be deemed also to refer to any additional amounts which may be payable under the provisions of this Condition 8.

Neither the Issuer nor any other person will be required to pay any additional amounts by virtue of a FATCA Withholding.

9. **Events of default**

If any of the following events (each an "**Event of Default**") has occurred and is continuing:

- (i) any amount of principal of, or interest on, or a premium due on any 2026 Bonds is not paid on the due date thereof and such default is not remedied within a period of fifteen (15) days from such due date; or
- (ii) any other obligation of the Issuer under the 2026 Bonds is not complied with or performed within a period of forty-five (45) days after receipt by the Fiscal Agent of written notice of such default given by the Representative (as defined in Condition 10 below); or
- (iii) (a) any other financial indebtedness for borrowed monies (a "**Financial Debt**") of the Issuer or any of its Material Subsidiaries becomes due and payable prior to its stated maturity as a result of a default thereunder, or (b) any Financial Debt of the Issuer or any of its Material Subsidiaries is not paid when due after allowing for any applicable grace period; provided that no Event of Default will occur under this Condition 9 if (i) the aggregate amount of the Financial Debt in respect of which one or more of the events described above have occurred is less than Euro 200,000,000 (or its equivalent in other currencies), or (ii) the Issuer is disputing in good faith that such Financial Debt is due and payable before a competent court or by other appropriate proceedings, or (iii) the claim alleging that such Financial Debt is due and payable is withdrawn, dismissed or stayed within ninety (90) calendar days from the date on which the relevant Financial Debt was first alleged to have become or be due and payable; or
- (iv) the Issuer makes any proposal for a general moratorium in relation to its Financial Debt or a judgement is rendered for its judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer;

then the Representative (as defined below) may, by notice in writing to the Issuer and the Fiscal Agent, if so instructed by a Collective Decision (as defined below), before all continuing Events of Default shall have been remedied, cause the 2026 Bonds to become immediately due and payable whereupon such 2026 Bonds shall become immediately due and payable without further formality at their principal amount together with any accrued interest thereon until their actual redemption date.

10. **Representation of the 2026 Bondholders**

The 2026 Bondholders will be grouped automatically for the defence of their common interests in a masse (the "**Masse**") which will be governed by the provisions of Articles L.228-46 *et seq.* of the French *Code de commerce* as amended by this Condition 10.

10.1 Representation

The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through collective decisions of the 2026 Bondholders (the "**Collective Decisions**").

The Masse alone, to the exclusion of all individual 2026 Bondholders, shall exercise the common rights, actions and benefits which may accrue with respect to the 2026 Bonds, without prejudice to the rights that 2026 Bondholders may exercise individually in accordance with, and subject to, the provisions of these Conditions.

10.2 Representative

The following person is designated as Representative:

Association de représentation des masses de titulaires de valeurs mobilières
Centre Jacques Ferronnière
32, rue du Champ de Tir
CS 30812
44308 Nantes cedex 3
France
Internet: www.asso-masse.com
Email: service@asso-masse.com

The Issuer shall pay to the Representative an amount equal to €400 per year (plus taxes), payable on or about the Issue Date.

In the event of death, liquidation, retirement, resignation or revocation of appointment of the Representative, another Representative may be appointed.

10.3 Powers of the Representatives

The Representative shall (in the absence of any Collective Decision to the contrary) have the power to take all acts of management necessary in order to defend the common interests of the 2026 Bondholders, with the capacity to delegate its powers.

All legal proceedings against the 2026 Bondholders or initiated by them, must be brought by or against the Representative.

10.4 Collective Decisions

Collective Decisions are adopted either (i) in a general meeting (the "**General Meeting**"), or (ii) by unanimous consent of the 2026 Bondholders following a written consultation (the "**Written Unanimous Decision**"), or (iii) by the consent of one or more 2026 Bondholders holding together at least 66 ^{2/3} per cent. of the principal amount of the 2026 Bonds outstanding, following a written consultation (the "**Written Majority Decision**", together with the **Written Unanimous Decision**, the "**Written Decision**").

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each 2026 Bondholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder of the name of such 2026 Bondholder as of 0:00 Paris time, on the second (2nd) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 10.7.

The Issuer shall hold a register of the Collective Decisions and shall make it available, upon request, to any subsequent holder of any of the 2026 Bonds.

10.4.1 General Meetings

A General Meeting may be called at any time, either by the Issuer or by the Representative. One or more 2026 Bondholders, holding together at least one-thirtieth (1/30) of the

principal amount of 2026 Bonds outstanding, may address to the Issuer and the Representative a demand for a General Meeting to be called. If such General Meeting has not been called within two (2) months after such demand, the 2026 Bondholders may commission one of them to petition the competent court to appoint an agent (*mandataire*) who will call the General Meeting.

General Meetings may deliberate validly on first convocation only if the 2026 Bondholders present or represented hold at least one-fifth (1/5) of the principal amount of the 2026 Bonds then outstanding. On second convocation, no quorum shall be required. Decisions of the General Meetings shall be taken by a simple majority of votes cast by the 2026 Bondholders attending such meeting or represented thereat.

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 10.7 not less than fifteen (15) calendar days prior to the date of the General Meeting on first convocation and not less than five (5) calendar days prior to the date of the General Meeting on second convocation.

Each 2026 Bondholder has the right to participate in a General Meeting in person, by proxy or by correspondence.

Each 2026 Bondholder or Representative thereof will have the right to consult or make a copy of the text of the resolutions which will be proposed and of the reports, if any, which will be presented at the General Meeting, all of which will be available for inspection by the relevant 2026 Bondholders at the registered office of the Issuer and at any other place specified in the notice of the General Meeting, during the fifteen (15) calendar day period preceding the holding of the General Meeting on first convocation, or during the five (5) calendar day period preceding the holding of the General Meeting on second convocation.

The General Meeting is chaired by the Representative. In the event of the absence of a representative at the start of a General Meeting and if no 2026 Bondholder is present or represented at the General Meeting, the Issuer may, notwithstanding the provisions of Article L.228-64 of the French *Code de commerce*, designate a provisional chairman until a new Representative has been appointed.

10.4.2 Written Decisions

At the initiative of the Issuer, Collective Decisions may also be taken by Written Unanimous Decisions or Written Majority Decisions.

(a) Written Unanimous Decision

Written Unanimous Decisions shall be signed by or on behalf of all the 2026 Bondholders. Approval of a Written Unanimous Decision may also be given by way of electronic communication allowing the identification of 2026 Bondholders in accordance with Article L.228-46-1 of the French *Code de commerce* ("**Electronic Consent**"). Notices seeking the approval of a Written Unanimous Decision are not required to comply with the conditions of form and time limits set by the French *Code de commerce*. Any Written Unanimous Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such 2026 Bondholders. Such Written Unanimous Decision may be contained in one document, or in several documents in like form each signed by or on behalf of one or more of such 2026 Bondholders, and shall be published in accordance with Condition 10.7.

(b) Written Majority Decision

Notices seeking the approval of a Written Majority Decision will be published as provided under Condition 10.7 no less than 15 calendar days prior to the date set for the passing of such Written Majority Decision (the "**Written Majority Decision Date**"). Notices seeking the approval of a Written Majority Decision will contain the conditions of form and time limits to be complied with by the 2026 Bondholders who wish to express their approval or rejection of such

proposed Written Majority Decision. 2026 Bondholders expressing their approval or rejection before the Written Majority Decision Date will undertake not to dispose of their 2026 Bonds until after the Written Majority Decision Date.

Written Majority Decisions shall be signed by one or more 2026 Bondholders holding together at least 66 ^{2/3} per cent. of the principal amount of the 2026 Bonds outstanding. Approval of a Written Majority Decision may also be given by Electronic Consent. Any Written Majority Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of the 2026 Bondholders. Such Written Majority Decisions may be contained in one document, or in several documents in like form each signed by or on one behalf of one or more of the 2026 Bondholders, and shall be published in accordance with Condition 10.7.

10.5 **Exclusion of certain provisions of the French Code de commerce**

The provisions of:

- (a) Article L.228-65 I. 1° (providing for the prior approval of the general meeting of bondholders for any change in corporate object or corporate form of an issuer) and the related provisions of the French *Code de commerce* shall not apply to the 2026 Bonds, and will not require a prior approval by a Collective Decision, with respect to (i) any change in the corporate form of the Issuer and (ii) any change in the corporate object clause of the articles of association (*statuts*) of the Issuer as set out in the 2021 Universal Registration Document,
- (b) Article L.228-65 I. 3° (providing for the prior approval of the general meeting of bondholders in relation to any proposal to merge or demerge of an issuer in the cases referred to in Articles L.236-13 and L.236-18 of the French *Code de commerce*) and the related provisions of the French *Code de commerce* shall not apply to the 2026 Bonds, and will not require a prior approval by a Collective Decision, to proposed Intra-Group Reorganisation of the Issuer, and
- (c) Article L.228-65 I. 4° of the French *Code de commerce* (providing for the prior approval of the general meeting for an issue of bonds benefiting from a security interest (*sûreté réelle*)) shall not apply to the 2026 Bonds.

10.6 **Expenses**

The Issuer shall pay all expenses relating to the operations of the *Masse*, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions, provided that no expenses may be imputed against interest payable under the 2026 Bonds.

10.7 **Notices to 2026 Bondholders for the purposes of this Condition 10**

Any notice to be given to 2026 Bondholders in accordance with this Condition 10 shall be published in accordance with Condition 11.

Any decision to proceed with a transaction, notwithstanding the failure to obtain 2026 Bondholders' approval, as contemplated by Article L.228-72 of the French *Code de commerce* (subject to Condition 10.5) will be notified to 2026 Bondholders in accordance with Condition 11. Any 2026 Bondholder will then have the right to request redemption of its 2026 Bonds at par within thirty (30) days of the date of notification, in which case the Issuer shall redeem such 2026 Bondholder within thirty (30) days of the 2026 Bondholder's request for redemption.

If a merger (*fusion*) or a demerger (*scission*) which is not an Intra-Group Reorganisation is contemplated by the Issuer, the Issuer will have the option to submit the proposal for approval by a Collective Decision of the *Masse* or to offer redemption at par to 2026 Bondholders pursuant to Article L.236-13 of the French *Code de commerce* (subject to Condition 10.5). Such redemption offer shall be notified to 2026 Bondholders in accordance with Condition 11 (*Notices*). If the *Masse* does not approve the merger (*fusion*) or demerger (*scission*) proposal, any decision to proceed with

the transaction pursuant to Article L.228-73 of the French *Code de commerce* will be notified to 2026 Bondholders in accordance with Condition 11 (*Notices*).

11. **Notices**

Any notice to the 2026 Bondholders will be valid if delivered to the 2026 Bondholders through Euroclear France, Euroclear or Clearstream, for so long as the 2026 Bonds are cleared through such clearing systems and published on the website of the Issuer (*www.loreal.com*) and so long as the 2026 Bonds are admitted to trading on Euronext Paris and the rules of Euronext Paris so require, on the website of Euronext Paris (*www.euronext.fr*). Any such notice shall be deemed to have been given on the date of such or, if delivered more than once or on different dates, on the first date on which such delivery is made.

12. **Prescription**

Claims against the Issuer for the payment of principal, interest and premium in respect of the 2026 Bonds shall be prescribed ten (10) years (in the case of principal and premium) and five (5) years (in the case of interest) from the due date for payment thereof.

13. **Further Issues and Consolidation**

The Issuer may, from time to time, without the consent of the 2026 Bondholders, create and issue further bonds that are assimilated (*assimilables*) with the 2026 Bonds, provided that such bonds and the 2026 Bonds carry rights that are identical in all respects (save for the principal amount, the issue price, the first interest payment date and the first payment of interest thereon) and that the terms of such further bonds provide for such assimilation. In the event of such assimilation, the 2026 Bondholders and the holders of any assimilated bonds will, for the defence of their common interests, be grouped in a single *Masse*.

14. **Governing Law and Jurisdiction**

The 2026 Bonds shall be governed by and construed in accordance with French law.

Any action against the Issuer in connection with the 2026 Bonds will be submitted to the exclusive jurisdiction of the Commercial Courts of Paris, provided that, if the *Chambre Internationale du Tribunal de Commerce de Paris* has jurisdiction, the Issuer agrees to submit any such dispute to such *Chambre* of the court.

TERMS AND CONDITIONS OF THE 2024 BONDS

The terms and conditions of the 2024 Bonds will be as follows:

The issue of the Euro 1,000,000,000 0.375 per cent. Bonds due 29 March 2024 (ISIN: FR0014009EI0; Common Code: 246344124) (the "**2024 Bonds**") of L'Oréal (the "**Issuer**") has been authorised pursuant to a resolution of the Board of directors (*Conseil d'administration*) of the Issuer dated 7 December 2021 and a decision of Christophe Babule, Group Chief Financial Officer (*Directeur Général Administration et Finances*) of the Issuer dated 23 March 2022.

The Issuer has entered into (i) an agency agreement (the "**Agency Agreement**") dated 25 March 2022 with Société Générale, as fiscal agent, principal paying agent and calculation agent for the purposes of the Conditions (except for Condition 5.3.1), and (ii) a make-whole calculation agency agreement (the "**Make-Whole Calculation Agency Agreement**") dated 25 March 2022 with Aether Financial Services as make-whole calculation agent for the purposes of Condition 5.3.1. The fiscal agent, the principal paying agent, the paying agents, the calculation agent and the make-whole calculation agent for the time being are referred to in these Conditions as the "**Fiscal Agent**", the "**Principal Paying Agent**", the "**Paying Agents**" (which expression shall include the Principal Paying Agent), the "**Calculation Agent**" and the "**Make-Whole Calculation Agent**", each of which expression shall include the successors from time to time of the relevant persons, in such capacities, under the Agency Agreement or the Make-Whole Calculation Agency Agreement, as the case may be, or any replacement calculation agent appointment letter, as applicable, and are collectively referred to as the "**Agents**". Copies of the Agency Agreement are available for inspection during usual business hours at the specified office of the Fiscal Agent and at the registered office of the Issuer.

References below to "**Conditions**" are, unless the context otherwise requires, to the numbered paragraphs below.

In these Conditions, references to "**day**" or "**days**" are to calendar days unless otherwise specified.

For the purposes of these Conditions:

" 2024 Bondholders "	means the holders of the 2024 Bonds, and " 2024 Bondholder " means any of them.
" 2024 Bonds Maturity Date "	means 29 March 2024.
" Account Holder "	means any intermediary institution entitled to hold accounts, directly or indirectly with Euroclear France, and includes Euroclear and Clearstream.
" Agency Agreement "	has the meaning given in the preamble to these Conditions.
" Agent "	has the meaning given in the preamble to these Conditions.
" Business Day "	means a day (other than a Saturday or a Sunday) on which (i) Euroclear France is open for business, (ii) the TARGET System is operating and (iii) commercial banks and foreign exchange markets are open for general business in France.
" Calculation Agent "	has the meaning given in the preamble to these Conditions.
" Clearstream "	means Clearstream Banking S.A. (or any successor thereto).
" Code "	has the meaning given to it in Condition 6.1 (<i>Method of Payment</i>).
" Collective Decision "	has the meaning given to it in Condition 9.1 (<i>Representation</i>).
" Early Redemption Rate "	has the meaning given to it in Condition 5.3.1 (<i>Make-whole redemption</i>).

"Electronic Consent"	has the meaning given to it in Condition 9.4.2 (<i>Written Decisions</i>).
"Euroclear"	means Euroclear Bank SA/NV (or any successor thereto).
"Euroclear France"	means Euroclear France, a subsidiary of Euroclear (or any successor thereto).
"Event of Default"	means any of the events described in Condition 8 (<i>Events of default</i>).
"FATCA Withholding"	has the meaning given to it in Condition 6.1 (<i>Method of Payment</i>).
"Financial Debt"	has the meaning given to it in Condition 8 (<i>Events of default</i>).
"Fiscal Agent"	has the meaning given in the preamble to these Conditions.
"General Meeting"	has the meaning given to it in Condition 9.4 (<i>Collective Decisions</i>).
"Group"	means the Issuer and its Subsidiaries taken as a whole for the time being.
"Interest Commencement Date"	has the meaning given to it in Condition 4 (<i>Interest</i>).
"Interest Payment Date"	has the meaning given to it in Condition 4 (<i>Interest</i>).
"Interest Period"	has the meaning given to it in Condition 4 (<i>Interest</i>).
"Intra-Group Reorganisation"	means any merger (<i>fusion</i>) or demerger (<i>scission</i>) of the Issuer made in the context of an intra-group reorganisation within the current Group perimeter.
"Make-Whole Calculation Agency Agreement"	has the meaning given in the preamble to these Conditions.
"Make-Whole Calculation Agent"	has the meaning given in the preamble to these Conditions.
"Make-Whole Redemption Amount"	has the meaning given to it in Condition 5.3.1 (<i>Make-whole redemption</i>).
"Make-Whole Redemption Date"	has the meaning given to it in Condition 5.3.1 (<i>Make-whole redemption</i>).
"Make-Whole Redemption Rate"	has the meaning given to it in Condition 5.3.1 (<i>Make-whole redemption</i>).
"Material Subsidiary"	means, at any one time, any Subsidiary of the Issuer which, in the last audited consolidated financial statements of the Issuer published at that time, accounts for at least 15 per cent. of the Group's consolidated total revenues.
"Masse"	has the meaning given to it in Condition 9 (<i>Representation of the 2024 Bondholders</i>).
"outstanding"	means all the 2024 Bonds issued other than (i) those which have been redeemed in accordance with the Conditions, (ii) those in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest accrued on such 2024

Bonds to the date for such redemption and any interest payable under Condition 4 after such date) have been duly paid to the Fiscal Agent, (iii) those in respect of which claims have become prescribed under Condition 11 (*Prescription*) and (iv) those which have been purchased and cancelled as provided in Condition 5 (*Redemption and Purchase*).

"Paying Agents"	has the meaning given in the preamble to these Conditions.
"Principal Paying Agent"	has the meaning given in the preamble to these Conditions.
"Rate of Interest"	has the meaning given to it in Condition 4 (<i>Interest</i>).
"Reference Benchmark Security"	has the meaning given to it in Condition 5.3.1 (<i>Make-whole redemption</i>).
"Reference Dealer"	has the meaning given to it in Condition 5.3.1 (<i>Make-whole redemption</i>).
"Relevant Debt"	means any present or future indebtedness for borrowed monies of the Issuer in the form of, or represented by, bonds (<i>obligations</i>) which are or are capable of being listed or traded on a regulated securities market (<i>marché réglementé</i>).
"Representative"	has the meaning given to it in Condition 9.1 (<i>Representation</i>).
"Residual Maturity Call Period"	has the meaning given to it in Condition 5.3.3 (<i>Residual maturity call option</i>).
"Similar Security"	has the meaning given to it in Condition 5.3.1 (<i>Make-whole redemption</i>).
"Subsidiary"	means, in relation to a company, any other company controlled by that company within the meaning of article L.233-3 I of the French <i>Code de commerce</i> .
"TARGET System"	means the Trans-European Automated Real-Time Gross Settlement Express Transfer System (known as TARGET2) or any successor thereto.
"Written Decision"	has the meaning given to it in Condition 9.4 (<i>Collective Decisions</i>).
"Written Majority Decision"	has the meaning given to it in Condition 9.4 (<i>Collective Decisions</i>).
"Written Majority Decision Date"	has the meaning given to it in Condition 9.4.2 (<i>Written Decisions</i>).
"Written Unanimous Decision"	has the meaning given to it in Condition 9.4 (<i>Collective Decisions</i>).

1. **Form, Denomination and Title**

The 2024 Bonds are issued on 29 March 2022 (the "**Issue Date**") in dematerialised bearer form (*au porteur*) in the denomination of Euro 100,000 each. Title to the 2024 Bonds will be evidenced in accordance with Articles L. 211-3 *et seq.* and R. 211-1 *et seq.* of the French *Code monétaire et financier* by book-entries (*inscription en compte*) in the books of the Account Holders. No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the French *Code monétaire et financier*) will be issued in respect of the 2024 Bonds. The 2024 Bonds will, upon issue, be inscribed in the books of Euroclear France which shall credit the accounts of the Account Holders.

Title to the 2024 Bonds shall be evidenced by entries in the books of the Account Holders and will pass upon, and transfer of 2024 Bonds may only be effected through, registration of the transfer in such books.

2. **Status of the 2024 Bonds**

The obligations of the Issuer in respect of the 2024 Bonds constitute direct, unconditional, unsubordinated and (subject as provided in Condition 3 below) unsecured obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present and future unsecured and unsubordinated obligations of the Issuer.

3. **Negative Pledge**

For so long as there remain any outstanding 2024 Bonds, the Issuer will not create or permit to subsist any mortgage, pledge, lien, charge or any other form of security interest (*sûreté réelle*) on any of its present or future assets or revenues to secure any Relevant Debt or any guarantee or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, the Issuer's obligations under the 2024 Bonds (i) are equally and rateably secured therewith or (ii) are given the benefit of any mortgage, pledge, lien, charge or any other form of security interest (*sûreté réelle*) as shall be approved by a decision of the *Masse* of the 2024 Bondholders.

4. **Interest**

- 4.1 The 2024 Bonds bear interest from and including 29 March 2022 (the "**Interest Commencement Date**") at the rate of 0.375 per cent. per annum (the "**Rate of Interest**"). Interest is payable annually in arrear on 29 March in each year (each an "**Interest Payment Date**"), commencing on 29 March 2023.

Interest will be calculated on an Actual/Actual (ICMA) basis. Where interest is to be calculated in respect of a period which is equal to, or shorter than, an Interest Period, it shall be calculated on the basis of the number of days elapsed in the relevant period, from and including the date from which interest begins to accrue to, but excluding, the date on which it falls due, divided by the number of days in the Interest Period in which the relevant period falls (including the first but excluding the last day of such period).

The period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including an Interest Payment Date to but excluding the next Interest Payment Date is called an "**Interest Period**".

- 4.2 Each 2024 Bond will cease to bear interest from the date on which it is to be redeemed, unless payment of the full amount due in respect of the 2024 Bond is improperly withheld or refused on such date.

In such event, interest shall continue to accrue on the principal amount of such 2024 Bonds in accordance with this Condition (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such 2024 Bonds up to that day are received by or on behalf of the relevant 2024 Bondholder, and (b) the day after the Fiscal Agent has notified the 2024 Bondholders in accordance with Condition 10 of receipt of all sums due in respect of all 2024 Bonds up to that day (except if and to the extent the subsequent payment to the relevant 2024 Bondholder is not made in accordance with these Conditions).

Interest payments will be made subject to, and in accordance with, the provisions of Condition 6 (*Payments*).

The Calculation Agent shall be responsible for calculating any amount due under this Condition 4 (*Interest*)

5. **Redemption and Purchase**

The 2024 Bonds may not be redeemed otherwise than in accordance with this Condition 5 and Condition 8.

5.1 **Final Redemption**

Unless previously redeemed or purchased and cancelled as provided below, the 2024 Bonds will be redeemed by the Issuer in full at their principal amount on the 2024 Bonds Maturity Date.

5.2 **Redemption for tax reasons**

5.2.1 If, by reason of a change in French law or regulation or any change in the official application or interpretation of such law or regulation which becomes effective after the Issue Date, the Issuer would not, on the next date on which a payment of principal or interest in respect of the 2024 Bonds is due, be able to make such payment without having to pay additional amounts as specified under Condition 7 below, the Issuer may, at any time, subject to having given not more than forty-five (45) days' and not fewer than fifteen (15) days' prior notice to the 2024 Bondholders (which notice shall be irrevocable) in accordance with Condition 10, redeem all, but not some only, of the 2024 Bonds at their principal amount together with accrued interest up to (but excluding) their effective redemption date, provided that the redemption date set in such notice shall be no earlier than the latest practicable date on which the Issuer could make payment of principal or interest without withholding or deduction for French taxes.

5.2.2 If the Issuer would, on the next date on which a payment of principal or interest in respect of the 2024 Bonds is due, be prevented by French law from making payment to the 2024 Bondholders in the full amount then due and payable, notwithstanding the undertaking to pay additional amounts as set forth in Condition 7, the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall, subject to having given not more than forty-five (45) days' and not fewer than seven (7) days' irrevocable notice to the 2024 Bondholders in accordance with Condition 10, forthwith redeem all, and not some only, of the 2024 Bonds then outstanding at their principal amount together with accrued interest up to (but excluding) their effective redemption date, provided that the redemption date set in such notice shall be the latest practicable date on which the Issuer could make payment on the total amount due under the 2024 Bonds without withholding or deduction for French taxes or, if such date has passed, as soon as practicable thereafter but in any case subject to the notice period referred to above.

5.3 **Redemption at the Option of the Issuer**

5.3.1 **Make-whole redemption**

The Issuer may, subject to compliance with all relevant laws, regulations and directives and to having given not less than fifteen (15) nor more than forty-five (45) calendar days' notice to the 2024 Bondholders and to the Fiscal Agent (which notice shall be irrevocable and shall specify the date set for redemption) in accordance with Condition 10, redeem the 2024 Bonds in whole or in part, at any time prior to the first day of the Residual Maturity Call Period (the "**Make-Whole Redemption Date**") at an amount per 2024 Bond equal to the Make-Whole Redemption Amount (as defined below) together with any accrued and unpaid interest up to, but excluding, the Make-Whole Redemption Date.

The amount payable in respect of each 2024 Bond so redeemed (the "**Make-Whole Redemption Amount**") will be calculated by the Make-Whole Calculation Agent and will be an amount in Euro rounded to the nearest cent (half a cent being rounded upwards) equal to the greater of:

- (a) one hundred (100) per cent. of the principal amount of each 2024 Bond so redeemed; or
- (b) the sum of the then current values on the relevant Make-Whole Redemption Date of (i) the principal amount of each 2024 Bond and (ii) the remaining scheduled payments of interest on such 2024 Bond (excluding any interest accruing on such 2024 Bond so redeemed from the last Interest Payment Date or as the case may be the Issue Date) from the relevant Make-Whole Redemption Date until the first day of the Residual Maturity Call Period, discounted from the first day of the Residual Maturity Call Period to the relevant Make-Whole Redemption Date on an annual basis (based on the actual number of calendar days elapsed divided by 365 or, in the case of a leap year, by 366) at the Make-Whole Redemption Rate.

The Make-Whole Redemption Rate will be published by the Issuer in accordance with Condition 10.

For the purposes of this Condition 5.3.1:

"Early Redemption Rate" means the average of four (4) quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Benchmark Security on the fourth (4th) business day in Paris preceding the Make-Whole Redemption Date at 11.00 a.m. (Central European time (CET)).

"Make-Whole Redemption Rate" means the Early Redemption Rate plus 0.10 per cent.

"Reference Benchmark Security" means the OAT (*obligation assimilable du Trésor*) bearing interest at a rate of 0.00 per cent. *per annum* due 25 February 2024, with ISIN FR0014001N46. If, at the time an Early Redemption Rate must be calculated, the Reference Benchmark Security is no longer outstanding, a Similar Security will be chosen by the Make-Whole Calculation Agent after prior consultation with the Issuer if practicable under the circumstances.

"Reference Dealer" means any of the four (4) banks (that may include the Managers) selected by the Make-Whole Calculation Agent after prior consultation with the Issuer which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

"Similar Security" means a reference bond or reference bonds issued by the French Government having an actual or interpolated maturity comparable with the remaining term of the 2024 Bonds that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the 2024 Bonds.

In the case of a partial redemption, the redemption may be effected by reducing the principal amount of each such 2024 Bond in proportion to the aggregate principal amount redeemed, subject to compliance with applicable laws and regulated market or other stock exchange requirements, and for the avoidance of doubt the applicable Make-Whole Redemption Amount (together with any interest accrued to (but excluding) the relevant Make-Whole Redemption Date) shall be calculated on the basis of such reduced principal amount.

So long as the 2024 Bonds are admitted to trading on Euronext Paris and the rules of that stock exchange so require, the Issuer shall, each year in which there has been a partial redemption of the 2024 Bonds, cause to be published in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers*, a notice specifying the aggregate principal amount of 2024 Bonds outstanding.

5.3.2 Clean-up call option

In the event that twenty-five (25) per cent. or less of the initial aggregate principal amount of the 2024 Bonds (including any assimilated 2024 Bonds issued pursuant to Condition 13) remain outstanding, the Issuer may, at its option but subject to having given not more

than forty five (45) nor less than fifteen (15) calendar days' notice to the 2024 Bondholders and the Fiscal Agent (which notice shall be irrevocable and shall specify the date set for redemption) in accordance with Condition 10, redeem all, but not some only, of the outstanding 2024 Bonds at their principal amount together with any interest accrued to, but excluding, the date set for redemption, provided that if the Issuer has exercised the Make-whole redemption option as specified in Condition 5.3.1 (*Make-whole redemption*), the Clean-up call option shall not be exercised within the 12 months following the exercise of such Make-whole redemption option.

5.3.3 Residual maturity call option

The Issuer may, at its option, from and including 29 February 2024 (being the date falling one (1) month prior to the 2024 Bonds Maturity Date) to but excluding the 2024 Bonds Maturity Date (the "**Residual Maturity Call Period**"), subject to having given not more than forty five (45) nor less than fifteen (15) calendar days' prior notice to the 2024 Bondholders and the Fiscal Agent in accordance with Condition 10 (which notice shall be irrevocable and shall specify the date set for redemption), redeem all, but not some only, of the outstanding 2024 Bonds, at their principal amount plus accrued interest up to but excluding the date set for redemption.

5.4 Purchases

The Issuer shall have the right at any time to purchase 2024 Bonds in the open market or otherwise at any price and at any condition, whether by a tender offer or otherwise, subject to applicable laws and regulations. All 2024 Bonds so purchased by the Issuer may be held and resold in accordance with applicable laws and regulations or cancelled in accordance with Condition 5.5.

5.5 Cancellation

All 2024 Bonds which are redeemed or purchased for cancellation by or on behalf of the Issuer pursuant to Conditions 5.2, 5.3 or 5.4 will be cancelled and accordingly may not be reissued or sold.

6. Payments

6.1 Method of Payment

Payments of principal and interest in respect of the 2024 Bonds will be made in Euro by credit or transfer to a Euro-denominated account (or any other account to which Euro may be credited or transferred) specified by the payee with a bank in a city in which banks have access to the TARGET System.

Such payments shall be made for the benefit of the 2024 Bondholders to the Account Holders, and all payments validly made to such Account Holders in favour of the 2024 Bondholders will be an effective discharge of the Issuer and the Paying Agents, as the case may be, in respect of such payments. None of the Issuer, the Fiscal Agent or the Paying Agents shall be liable to any 2024 Bondholder or other person for any commission, costs, losses or expenses in relation to, or resulting from, the credit or transfer of Euro, or any currency conversion or rounding effect in connection with such payment being made in Euro.

Payments under the 2024 Bonds will, in all cases, but without prejudice to the provisions of Condition 7, be subject to (i) any fiscal or other laws and regulations applicable thereto in the place of payment and, as the case may be, (ii) any withholding or deduction imposed or required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to sections 1471 through 1474 of the Code (or any regulations or agreements thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (any such withholding or deduction, a "**FATCA Withholding**").

6.2 **Payments on Business Days**

If any due date for payment of principal or interest or any other amount in respect of any 2024 Bond is not a Business Day, then the 2024 Bondholder thereof shall not be entitled to payment of the amount due until the next following day which is a Business Day and the 2024 Bondholder shall not be entitled to any interest or other sums in respect of such postponed payment.

6.3 **Agents**

The name and specified office of the initial Fiscal Agent, Principal Paying Agent, Calculation Agent and Make-Whole Calculation Agent are as follows:

Fiscal Agent, Principal Paying Agent and Calculation Agent:

Société Générale
32, rue du Champ de Tir
CS 30812
44308 Nantes Cedex 3
France

Make-Whole Calculation Agent:

Aether Financial Services
36 rue de Monceau
75008 Paris
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any Paying Agent, the Calculation Agent, the Make-Whole Calculation Agent and/or appoint a substitute Fiscal Agent, Calculation Agent, Make-Whole Calculation Agent and additional or other Paying Agents or approve any change in the office through which any such Agent acts, provided that there will at all times be a Fiscal Agent and a Principal Paying Agent having a specified office in a European city and, so long as any 2024 Bond is outstanding, a Calculation Agent and a Make-Whole Calculation Agent. Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than forty-five (45) nor less than fifteen (15) calendar days' notice thereof shall have been given to the 2024 Bondholders by the Issuer in accordance with Condition 10 (*Notices*).

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent or the Make-Whole Calculation Agent, as the case may be, shall (in the absence of error) be final and binding upon all parties. The Calculation Agent and The Make-Whole Calculation Agent shall act as independent experts and not as agents for the Issuer or the 2024 Bondholders. The Make-Whole Calculation Agent (acting in such capacity) shall not have any relationship of agency or trust with, and, to the extent permitted by law, shall not incur any liability against the 2024 Bondholders, the Fiscal Agent or the Principal Paying Agent.

7. **Taxation**

7.1 **Withholding Tax**

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the 2024 Bonds shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

7.2 **Additional Amounts**

If, pursuant to French law, payments of principal, interest or other revenues in respect of any 2024 Bond become subject to withholding or deduction in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature, the Issuer shall, to the fullest extent then

permitted by law, pay such additional amounts as may be necessary in order that each 2024 Bondholder, after such withholding or deduction, will receive the full amount then due and payable thereon in the absence of such withholding or deduction; provided however that the Issuer shall not be liable to pay any such additional amounts in respect of any 2024 Bond to, or to a third party on behalf of, a 2024 Bondholder who is liable to such taxes, duties, assessments or governmental charges in respect of such 2024 Bond by reason of his having some connection with France other than the mere holding of such 2024 Bond.

Any references in these Conditions to principal, interest and other revenues shall be deemed also to refer to any additional amounts which may be payable under the provisions of this Condition 7.

Neither the Issuer nor any other person will be required to pay any additional amounts by virtue of a FATCA Withholding.

8. **Events of default**

If any of the following events (each an "**Event of Default**") has occurred and is continuing:

- (i) any amount of principal of, or interest on, due on any 2024 Bonds is not paid on the due date thereof and such default is not remedied within a period of fifteen (15) days from such due date; or
- (ii) any other obligation of the Issuer under the 2024 Bonds is not complied with or performed within a period of forty-five (45) days after receipt by the Fiscal Agent of written notice of such default given by the Representative (as defined in Condition 9 below); or
- (iii) (a) any other financial indebtedness for borrowed monies (a "**Financial Debt**") of the Issuer or any of its Material Subsidiaries becomes due and payable prior to its stated maturity as a result of a default thereunder, or (b) any Financial Debt of the Issuer or any of its Material Subsidiaries is not paid when due after allowing for any applicable grace period; provided that no Event of Default will occur under this Condition 8 if (i) the aggregate amount of the Financial Debt in respect of which one or more of the events described above have occurred is less than Euro 200,000,000 (or its equivalent in other currencies), or (ii) the Issuer is disputing in good faith that such Financial Debt is due and payable before a competent court or by other appropriate proceedings, or (iii) the claim alleging that such Financial Debt is due and payable is withdrawn, dismissed or stayed within ninety (90) calendar days from the date on which the relevant Financial Debt was first alleged to have become or be due and payable; or
- (iv) the Issuer makes any proposal for a general moratorium in relation to its Financial Debt or a judgement is rendered for its judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer;

then the Representative (as defined below) may, by notice in writing to the Issuer and the Fiscal Agent, if so instructed by a Collective Decision (as defined below), before all continuing Events of Default shall have been remedied, cause the 2024 Bonds to become immediately due and payable whereupon such 2024 Bonds shall become immediately due and payable without further formality at their principal amount together with any accrued interest thereon until their actual redemption date.

9. **Representation of the 2024 Bondholders**

The 2024 Bondholders will be grouped automatically for the defence of their common interests in a masse (the "**Masse**") which will be governed by the provisions of Articles L.228-46 *et seq.* of the French *Code de commerce* as amended by this Condition 9.

9.1 **Representation**

The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through collective decisions of the 2024 Bondholders (the "**Collective Decisions**").

The Masse alone, to the exclusion of all individual 2024 Bondholders, shall exercise the common rights, actions and benefits which may accrue with respect to the 2024 Bonds, without prejudice to the rights that 2024 Bondholders may exercise individually in accordance with, and subject to, the provisions of these Conditions.

9.2 **Representative**

The following person is designated as Representative:

Association de représentation des masses de titulaires de valeurs mobilières
Centre Jacques Ferronnière
32, rue du Champ de Tir
CS 30812
44308 Nantes cedex 3
France
Internet: www.asso-masse.com
Email: service@asso-masse.com

The Issuer shall pay to the Representative an amount equal to €400 per year (plus taxes), payable on or about the Issue Date.

In the event of death, liquidation, retirement, resignation or revocation of appointment of the Representative, another Representative may be appointed.

9.3 **Powers of the Representatives**

The Representative shall (in the absence of any Collective Decision to the contrary) have the power to take all acts of management necessary in order to defend the common interests of the 2024 Bondholders, with the capacity to delegate its powers.

All legal proceedings against the 2024 Bondholders or initiated by them, must be brought by or against the Representative.

9.4 **Collective Decisions**

Collective Decisions are adopted either (i) in a general meeting (the "**General Meeting**"), or (ii) by unanimous consent of the 2024 Bondholders following a written consultation (the "**Written Unanimous Decision**"), or (iii) by the consent of one or more 2024 Bondholders holding together at least 66 ^{2/3} per cent. of the principal amount of the 2024 Bonds outstanding, following a written consultation (the "**Written Majority Decision**", together with the **Written Unanimous Decision**, the "**Written Decision**").

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each 2024 Bondholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder of the name of such 2024 Bondholder as of 0:00 Paris time, on the second (2nd) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 9.7.

The Issuer shall hold a register of the Collective Decisions and shall make it available, upon request, to any subsequent holder of any of the 2024 Bonds.

9.4.1 **General Meetings**

A General Meeting may be called at any time, either by the Issuer or by the Representative. One or more 2024 Bondholders, holding together at least one-thirtieth (1/30) of the principal amount of 2024 Bonds outstanding, may address to the Issuer and the Representative a demand for a General Meeting to be called. If such General Meeting has not been called within two (2) months after such demand, the 2024 Bondholders may

commission one of them to petition the competent court to appoint an agent (*mandataire*) who will call the General Meeting.

General Meetings may deliberate validly on first convocation only if the 2024 Bondholders present or represented hold at least one-fifth (1/5) of the principal amount of the 2024 Bonds then outstanding. On second convocation, no quorum shall be required. Decisions of the General Meetings shall be taken by a simple majority of votes cast by the 2024 Bondholders attending such meeting or represented thereat.

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 9.7 not less than fifteen (15) calendar days prior to the date of the General Meeting on first convocation and not less than five (5) calendar days prior to the date of the General Meeting on second convocation.

Each 2024 Bondholder has the right to participate in a General Meeting in person, by proxy or by correspondence.

Each 2024 Bondholder or Representative thereof will have the right to consult or make a copy of the text of the resolutions which will be proposed and of the reports, if any, which will be presented at the General Meeting, all of which will be available for inspection by the relevant 2024 Bondholders at the registered office of the Issuer and at any other place specified in the notice of the General Meeting, during the fifteen (15) calendar day period preceding the holding of the General Meeting on first convocation, or during the five (5) calendar day period preceding the holding of the General Meeting on second convocation.

The General Meeting is chaired by the Representative. In the event of the absence of a representative at the start of a General Meeting and if no 2024 Bondholder is present or represented at the General Meeting, the Issuer may, notwithstanding the provisions of Article L.228-64 of the French *Code de commerce*, designate a provisional chairman until a new Representative has been appointed.

9.4.2 Written Decisions

At the initiative of the Issuer, Collective Decisions may also be taken by Written Unanimous Decisions or Written Majority Decisions.

(a) Written Unanimous Decision

Written Unanimous Decisions shall be signed by or on behalf of all the 2024 Bondholders. Approval of a Written Unanimous Decision may also be given by way of electronic communication allowing the identification of 2024 Bondholders in accordance with Article L.228-46-1 of the French *Code de commerce* ("**Electronic Consent**"). Notices seeking the approval of a Written Unanimous Decision are not required to comply with the conditions of form and time limits set by the French *Code de commerce*. Any Written Unanimous Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such 2024 Bondholders. Such Written Unanimous Decision may be contained in one document, or in several documents in like form each signed by or on behalf of one or more of such 2024 Bondholders, and shall be published in accordance with Condition 9.7.

(b) Written Majority Decision

Notices seeking the approval of a Written Majority Decision will be published as provided under Condition 9.7 no less than 15 calendar days prior to the date set for the passing of such Written Majority Decision (the "**Written Majority Decision Date**"). Notices seeking the approval of a Written Majority Decision will contain the conditions of form and time limits to be complied with by the 2024 Bondholders who wish to express their approval or rejection of such proposed Written Majority Decision. 2024 Bondholders expressing their approval or rejection before the Written Majority Decision Date will undertake not to dispose of their 2024 Bonds until after the Written Majority Decision Date.

Written Majority Decisions shall be signed by one or more 2024 Bondholders holding together at least 66 ^{2/3} per cent. of the principal amount of the 2024 Bonds outstanding. Approval of a Written Majority Decision may also be given by Electronic Consent. Any Written Majority Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of the 2024 Bondholders. Such Written Majority Decisions may be contained in one document, or in several documents in like form each signed by or on one behalf of one or more of the 2024 Bondholders, and shall be published in accordance with Condition 9.7.

9.5 **Exclusion of certain provisions of the French Code de commerce**

The provisions of:

- (a) Article L.228-65 I. 1° (providing for the prior approval of the general meeting of bondholders for any change in corporate object or corporate form of an issuer) and the related provisions of the French *Code de commerce* shall not apply to the 2024 Bonds, and will not require a prior approval by a Collective Decision, with respect to (i) any change in the corporate form of the Issuer and (ii) any change in the corporate object clause of the articles of association (*statuts*) of the Issuer as set out in the 2021 Universal Registration Document,
- (b) Article L.228-65 I. 3° (providing for the prior approval of the general meeting of bondholders in relation to any proposal to merge or demerge of an issuer in the cases referred to in Articles L.236-13 and L.236-18 of the French *Code de commerce*) and the related provisions of the French *Code de commerce* shall not apply to the 2024 Bonds, and will not require a prior approval by a Collective Decision, to proposed Intra-Group Reorganisation of the Issuer, and
- (c) Article L.228-65 I. 4° of the French *Code de commerce* (providing for the prior approval of the general meeting for an issue of bonds benefiting from a security interest (*sûreté réelle*)) shall not apply to the 2024 Bonds.

9.6 **Expenses**

The Issuer shall pay all expenses relating to the operations of the *Masse*, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions, provided that no expenses may be imputed against interest payable under the 2024 Bonds.

9.7 **Notices to 2024 Bondholders for the purposes of this Condition 9**

Any notice to be given to 2024 Bondholders in accordance with this Condition 9.7 shall be published in accordance with Condition 10.

Any decision to proceed with a transaction, notwithstanding the failure to obtain 2024 Bondholders' approval, as contemplated by Article L.228-72 of the French *Code de commerce* (subject to Condition 9.5) will be notified to 2024 Bondholders in accordance with Condition 10. Any 2024 Bondholder will then have the right to request redemption of its 2024 Bonds at par within thirty (30) days of the date of notification, in which case the Issuer shall redeem such 2024 Bondholder within thirty (30) days of the 2024 Bondholder's request for redemption.

If a merger (*fusion*) or a demerger (*scission*) which is not an Intra-Group Reorganisation is contemplated by the Issuer, the Issuer will have the option to submit the proposal for approval by a Collective Decision of the *Masse* or to offer redemption at par to 2024 Bondholders pursuant to Article L.236-13 of the French *Code de commerce* (subject to Condition 9.5). Such redemption offer shall be notified to 2024 Bondholders in accordance with Condition 10 (*Notices*). If the *Masse* does not approve the merger (*fusion*) or demerger (*scission*) proposal, any decision to proceed with the transaction pursuant to Article L.228-73 of the French *Code de commerce* will be notified to 2024 Bondholders in accordance with Condition 10 (*Notices*).

10. **Notices**

Any notice to the 2024 Bondholders will be valid if delivered to the 2024 Bondholders through Euroclear France, Euroclear or Clearstream, for so long as the 2024 Bonds are cleared through such clearing systems and published on the website of the Issuer (*www.loreal.com*) and so long as the 2024 Bonds are admitted to trading on Euronext Paris and the rules of Euronext Paris so require, on the website of Euronext Paris (*www.euronext.fr*). Any such notice shall be deemed to have been given on the date of such or, if delivered more than once or on different dates, on the first date on which such delivery is made.

11. **Prescription**

Claims against the Issuer for the payment of principal and interest in respect of the 2024 Bonds shall be prescribed ten (10) years (in the case of principal) and five (5) years (in the case of interest) from the due date for payment thereof.

12. **Further Issues and Consolidation**

The Issuer may, from time to time, without the consent of the 2024 Bondholders, create and issue further bonds that are assimilated (*assimilables*) with the 2024 Bonds, provided that such bonds and the 2024 Bonds carry rights that are identical in all respects (save for the principal amount, the issue price, the first interest payment date and the first payment of interest thereon) and that the terms of such further bonds provide for such assimilation. In the event of such assimilation, the 2024 Bondholders and the holders of any assimilated bonds will, for the defence of their common interests, be grouped in a single *Masse*.

13. **Governing Law and Jurisdiction**

The 2024 Bonds shall be governed by and construed in accordance with French law.

Any action against the Issuer in connection with the 2024 Bonds will be submitted to the exclusive jurisdiction of the Commercial Courts of Paris, provided that, if the *Chambre Internationale du Tribunal de Commerce de Paris* has jurisdiction, the Issuer agrees to submit any such dispute to such *Chambre* of the court.

TERMS AND CONDITIONS OF THE 2024 FLOATING RATE BONDS

The terms and conditions of the 2024 Floating Rate Bonds will be as follows:

The issue of the Euro 750,000,000 Floating Rate Bonds due March 2024 (ISIN: FR0014009EH2; Common Code: 246312575) (the "**2024 Floating Rate Bonds**") of L'Oréal (the "**Issuer**") has been authorised pursuant to a resolution of the Board of directors (*Conseil d'administration*) of the Issuer dated 7 December 2021 and a decision of Christophe Babule, Group Chief Financial Officer (*Directeur Général Administration et Finances*) of the Issuer dated 23 March 2022.

The Issuer has entered into an agency agreement (the "**Agency Agreement**") dated 25 March 2022 with Société Générale, as fiscal agent, principal paying agent and calculation agent. The fiscal agent, the principal paying agent, the paying agents and the calculation agent for the time being are referred to in these Conditions as the "**Fiscal Agent**", the "**Principal Paying Agent**", the "**Paying Agents**" (which expression shall include the Principal Paying Agent) and the "**Calculation Agent**", each of which expression shall include the successors from time to time of the relevant persons, in such capacities, under the Agency Agreement or any replacement calculation agent appointment letter, as applicable, and are collectively referred to as the "**Agents**". Copies of the Agency Agreement are available for inspection during usual business hours at the specified office of the Fiscal Agent and at the registered office of the Issuer.

References below to "**Conditions**" are, unless the context otherwise requires, to the numbered paragraphs below.

In these Conditions, references to "**day**" or "**days**" are to calendar days unless otherwise specified.

For the purposes of these Conditions:

" 2024 Floating Rate Bondholders "	means the holders of the 2024 Floating Rate Bonds, and " 2024 Floating Rate Bondholder " means any of them.
" 2024 Floating Rate Bonds Maturity Date "	means 29 March 2024.
" Account Holder "	means any intermediary institution entitled to hold accounts, directly or indirectly with Euroclear France, and includes Euroclear and Clearstream.
" Adjustment Spread "	has the meaning given to it in Condition 4.5 (<i>Benchmark Discontinuation</i>).
" Agency Agreement "	has the meaning given in the preamble to these Conditions.
" Agent "	has the meaning given in the preamble to these Conditions.
" Alternative Rate "	has the meaning given to it in Condition 4.5 (<i>Benchmark Discontinuation</i>).
" Benchmark Event "	has the meaning given to it in Condition 4.5 (<i>Benchmark Discontinuation</i>).
" Business Day "	means a day (other than a Saturday or a Sunday) on which (i) Euroclear France is open for business, (ii) the TARGET System is operating and (iii) commercial banks and foreign exchange markets are open for general business in France.
" Calculation Agent "	has the meaning given in the preamble to these Conditions.
" Calculation Amount "	means Euro 100,000.
" Clearstream "	means Clearstream Banking S.A. (or any successor thereto).

"Code"	has the meaning given to it in Condition 6.1 (<i>Method of Payment</i>).
"Collective Decision"	has the meaning given to it in Condition 9.1 (<i>Representation</i>).
"Electronic Consent"	has the meaning given to it in Condition 9.4.2 (<i>Written Decisions</i>).
"Euroclear"	means Euroclear Bank SA/NV (or any successor thereto).
"Euroclear France"	means Euroclear France, a subsidiary of Euroclear (or any successor thereto).
"Euro-zone"	means the region comprised of member states of the European Union which have adopted the Euro in accordance with the Treaty establishing the European Community, as amended.
"Event of Default"	means any of the events described in Condition 8 (<i>Events of default</i>).
"FATCA Withholding"	has the meaning given to it in Condition 6.1 (<i>Method of Payment</i>).
"Financial Debt"	has the meaning given to it in Condition 8 (<i>Events of default</i>).
"Fiscal Agent"	has the meaning given in the preamble to these Conditions.
"General Meeting"	has the meaning given to it in Condition 9.4 (<i>Collective Decisions</i>).
"Group"	means the Issuer and its Subsidiaries taken as a whole for the time being.
"Interest Amount"	has the meaning given to it in Condition 4.3 (<i>Calculation of Interest Amount</i>).
"Interest Payment Date"	has the meaning given to it in Condition 4.1 (<i>Accrual of interest</i>).
"Interest Period"	has the meaning given to it in Condition 4.1 (<i>Accrual of interest</i>).
"Intra-Group Reorganisation"	means any merger (<i>fusion</i>) or demerger (<i>scission</i>) of the Issuer made in the context of an intra-group reorganisation within the current Group perimeter.
"Material Subsidiary"	means, at any one time, any Subsidiary of the Issuer which, in the last audited consolidated financial statements of the Issuer published at that time, accounts for at least 15 per cent. of the Group's consolidated total revenues.
"Masse"	has the meaning given to it in Condition 9 (<i>Representation of the 2024 Floating Rate Bondholders</i>).
"outstanding"	means all the 2024 Floating Rate Bonds issued other than (i) those which have been redeemed in accordance with the Conditions, (ii) those in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest accrued on such 2024 Floating Rate Bonds to the date for such redemption and any interest payable under Condition 4 after such date) have been duly paid to the Fiscal Agent, (iii) those in respect of which claims have become prescribed under Condition 11 (<i>Prescription</i>) and (iv) those which have been purchased and cancelled as provided in Condition 5 (<i>Redemption and Purchase</i>).
"Paying Agents"	has the meaning given in the preamble to these Conditions.

"Principal Paying Agent"	has the meaning given in the preamble to these Conditions.
"Rate of Interest"	has the meaning given to it in Condition 4.1 (<i>Accrual of interest</i>).
"Reference Rate"	has the meaning given to it in Condition 4.2 (<i>Rate of interest</i>).
"Relevant Debt"	means any present or future indebtedness for borrowed monies of the Issuer in the form of, or represented by, bonds (<i>obligations</i>) which are or are capable of being listed or traded on a regulated securities market (<i>marché réglementé</i>).
"Relevant Nominating Body"	has the meaning given to it in Condition 4.5 (<i>Benchmark Discontinuation</i>).
"Representative"	has the meaning given to it in Condition 9.1 (<i>Representation</i>).
"Residual Maturity Call Period"	has the meaning given to it in Condition 5.3.2 (<i>Residual maturity call option</i>).
"Screen Page"	means the display page designated EURIBOR01 on Thomson Reuters or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, for the purposes of displaying comparable rates.
"Specified Future Date"	has the meaning given to it in Condition 4.5 (<i>Benchmark Discontinuation</i>).
"Subsidiary"	means, in relation to a company, any other company controlled by that company within the meaning of article L.233-3 I of the French <i>Code de commerce</i> .
"Successor Rate"	has the meaning given to it in Condition 4.5 (<i>Benchmark Discontinuation</i>).
"TARGET System"	means the Trans-European Automated Real-Time Gross Settlement Express Transfer System (known as TARGET2) or any successor thereto.
"Written Decision"	has the meaning given to it in Condition 9.4 (<i>Collective Decisions</i>).
"Written Majority Decision"	has the meaning given to it in Condition 9.4 (<i>Collective Decisions</i>).
"Written Majority Decision Date"	has the meaning given to it in Condition 9.4.2 (<i>Written Decisions</i>).
"Written Unanimous Decision"	has the meaning given to it in Condition 9.4 (<i>Collective Decisions</i>).

1. **Form, Denomination and Title**

The 2024 Floating Rate Bonds are issued on 29 March 2022 (the "**Issue Date**") in dematerialised bearer form (*au porteur*) in the denomination of Euro 100,000 each. Title to the 2024 Floating Rate Bonds will be evidenced in accordance with Articles L. 211-3 *et seq.* and R. 211-1 *et seq.* of the French *Code monétaire et financier* by book-entries (*inscription en compte*) in the books of the Account Holders. No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the French *Code monétaire et financier*) will be issued in respect of the 2024 Floating Rate Bonds. The 2024 Floating Rate Bonds will, upon issue, be inscribed in the books of Euroclear France which shall credit the accounts of the Account Holders.

Title to the 2024 Floating Rate Bonds shall be evidenced by entries in the books of the Account Holders and will pass upon, and transfer of 2024 Floating Rate Bonds may only be effected through, registration of the transfer in such books.

2. **Status of the 2024 Floating Rate Bonds**

The obligations of the Issuer in respect of the 2024 Floating Rate Bonds constitute direct, unconditional, unsubordinated and (subject as provided in Condition 3 below) unsecured obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present and future unsecured and unsubordinated obligations of the Issuer.

3. **Negative Pledge**

For so long as there remain any outstanding 2024 Floating Rate Bonds, the Issuer will not create or permit to subsist any mortgage, pledge, lien, charge or any other form of security interest (*sûreté réelle*) on any of its present or future assets or revenues to secure any Relevant Debt or any guarantee or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, the Issuer's obligations under the 2024 Floating Rate Bonds (i) are equally and rateably secured therewith or (ii) are given the benefit of any mortgage, pledge, lien, charge or any other form of security interest (*sûreté réelle*) as shall be approved by a decision of the *Masse* of the 2024 Floating Rate Bondholders.

4. **Interest**

4.1 **Accrual of interest**

The 2024 Floating Rate Bonds bear interest from and including 29 March 2022 (the "**Interest Commencement Date**") at the rate of interest defined in Condition 4.2 (the "**Rate of Interest**"). Interest is payable quarterly in arrear on 29 June, 29 September, 29 December and 29 March in each year (each an "**Interest Payment Date**"), commencing on 29 June 2022; provided, however, that, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, it will be postponed to the next Business Day unless it would thereby fall into the next calendar month, in which case it will be brought forward to the preceding Business Day.

Interest will be calculated on an Actual/360 basis. The Interest Amount (as defined below) will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the actual number of days elapsed in such Interest Period divided by 360, rounding the resulting figure to the nearest Euro (half a Euro being rounded upwards) and multiplying such rounded figure by a fraction equal to the denomination of such 2024 Floating Rate Bond divided by the Calculation Amount.

The period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including an Interest Payment Date to but excluding the next Interest Payment Date is called an "**Interest Period**".

Each 2024 Floating Rate Bond will cease to bear interest from the date on which it is to be redeemed, unless payment of the full amount due in respect of the 2024 Floating Rate Bond is improperly withheld or refused on such date.

In such event, interest shall continue to accrue on the principal amount of such 2024 Floating Rate Bonds in accordance with this Condition (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such 2024 Floating Rate Bonds up to that day are received by or on behalf of the relevant 2024 Floating Rate Bondholder, and (b) the day after the Fiscal Agent has notified the 2024 Floating Rate Bondholders in accordance with Condition 10 of receipt of all sums due in respect of all 2024 Floating Rate Bonds up to that day (except if and to the extent the subsequent payment to the relevant 2024 Floating Rate Bondholder is not made in accordance with these Conditions).

Interest payments will be made subject to, and in accordance with, the provisions of Condition 6.

4.2 **Rate of interest**

The Rate of Interest for each Interest Period will be determined by the Calculation Agent on the following basis:

4.2.1 The Calculation Agent will determine the rate for deposits in Euro (the "**Reference Rate**") for a period equal to the relevant Interest Period which appears on the Screen Page as of 11:00 a.m., (Brussels time), on the second Business Day before the first day of the relevant Interest Period (the "**Interest Determination Date**"), provided that, following the occurrence of a Benchmark Event under Condition 4.5 (*Benchmark Discontinuation*), the term Reference Rate shall include any Successor Rate or Alternative Rate and shall, if a Benchmark Event should occur subsequently in respect of any such Successor Rate or Alternative Rate, also include any further Successor Rate or further Alternative Rate.

4.2.2 If such rate does not appear on that Screen Page, the Calculation Agent will:

- (a) request the principal Euro-zone office of each of four major banks in the Euro-zone interbank market to provide a quotation of the rate at which deposits in Euro are offered by it at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date to prime banks in the Euro-zone interbank market for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time; and
- (b) determine the arithmetic mean (rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards) of such quotations.

4.2.3 If fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean (rounded, if necessary, as aforesaid) of the rates quoted by major banks in the Euro-zone, selected by the Calculation Agent, at approximately 11.00 a.m. (Brussels time) on the first day of the relevant Interest Period for loans in Euro to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time.

4.2.4 The Rate of Interest for the relevant Interest Period shall be the sum of 0.70 per cent. *per annum* and the rate or (as the case may be) the arithmetic mean so determined; provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the 2024 Floating Rate Bonds during such Interest Period will be the sum of 0.70 per cent. *per annum* and the rate or (as the case may be) arithmetic mean last determined in relation to the 2024 Floating Rate Bonds in respect of the preceding Interest Period, provided that in no event will the Rate of Interest be less than zero.

4.3 **Calculation of Interest Amount**

The Calculation Agent will, as soon as practicable after the Interest Determination Date in relation to each Interest Period, calculate the amount of interest (the "**Interest Amount**") payable in respect of each 2024 Floating Rate Bond for such Interest Period.

4.4 **Publication**

The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, to be notified to the Fiscal Agent, the Issuer, the Paying Agents, the 2024 Floating Rate Bondholders and, so long as the 2024 Floating Rate Bonds are admitted to trading on Euronext Paris and the rules of Euronext Paris so require, Euronext Paris, as soon as practicable after such determination but in any event not later than the first day of the relevant Interest Period. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.

4.5 **Benchmark Discontinuation**

If a Benchmark Event occurs in relation to the Reference Rate when the Rate of Interest (or any component part thereof) for any Interest Period remains to be determined by reference to the Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with this Condition 4.5) and, in either case, an Adjustment Spread, if any (in accordance with Condition 4.5.3) and any Benchmark Amendments (in accordance with Condition 4.5.4).

In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Fiscal Agent or the 2024 Floating Rate Bondholders for any determination made by it pursuant to this Condition 4.5.

4.5.1 If (i) the Issuer is unable to appoint an Independent Adviser or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 4.5 prior to the relevant Interest Determination Date, the Reference Rate applicable to the immediately following Interest Period shall be the Reference Rate applicable as at the last preceding Interest Determination Date. If there has not been a first Interest Payment Date, the Reference Rate shall be the Reference Rate applicable to the first Interest Period. For the avoidance of doubt, any adjustment pursuant to this Condition 4.5.1 shall apply to the immediately following Interest Period only. Any subsequent Interest Period may be subject to the subsequent operation of this Condition 4.5.

4.5.2 If the Independent Adviser determines in its discretion that:

(a) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4.5.3) subsequently be used in place of the Reference Rate to determine the Rate of Interest for the immediately following Interest Period and all following Interest Periods, subject to the subsequent operation of this Condition 4.5 in the event of a further Benchmark Event affecting the Successor Rate; or

(b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4.5.3) subsequently be used in place of the Reference Rate to determine the Rate of Interest for the immediately following Interest Period and all following Interest Periods, subject to the subsequent operation of this Condition 4.5 in the event of a further Benchmark Event affecting the Alternative Rate.

4.5.3 If the Independent Adviser determines in its discretion (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall apply to the Successor Rate or the Alternative Rate (as the case may be).

4.5.4 If any relevant Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4.5 and the Independent Adviser determines in its discretion (i) that amendments to these Conditions are necessary to ensure the proper

operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, following consultation with the Calculation Agent, subject to giving notice thereof in accordance with Condition 4.5.5, without any requirement for the consent or approval of the 2024 Floating Rate Bondholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice (and for the avoidance of doubt, the Fiscal Agent shall, at the direction and expense of the Issuer, consent to and effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 4.5).

- 4.5.5 Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4.5 will be notified promptly by the Issuer to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 10 (*Notices*), the 2024 Floating Rate Bondholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.
- 4.5.6 No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:
- (a) confirming (x) that a Benchmark Event has occurred, (y) the relevant Successor Rate, or, as the case may be, the relevant Alternative Rate and, (z) where applicable, any relevant Adjustment Spread and/or the specific terms of any relevant Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4.5; and
 - (b) certifying that the relevant Benchmark Amendments are necessary to ensure the proper operation of such relevant Successor Rate, Alternative Rate and/or Adjustment Spread.
- 4.5.7 The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of such Successor Rate or Alternative Rate and such Adjustment Spread (if any) and such Benchmark Amendments (if any)) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agents and the 2024 Floating Rate Bondholders.
- 4.5.8 As used in this Condition 4.5:
- "Adjustment Spread"** means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines is required to be applied to the relevant Successor Rate or the relevant Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to 2024 Floating Rate Bondholders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:
- (a) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
 - (b) in the case of an Alternative Rate (or in the case of a Successor Rate where (a) above does not apply), is in customary market usage in international debt capital markets transactions which reference the Reference Rate, where such rate has been replaced by the Alternative Rate (or, as the case may be, the Successor Rate); or
 - (c) if no such recommendation or option has been made (or made available), or the Independent Adviser determines there is no such spread, formula or methodology

in customary market usage, the Independent Adviser, acting in good faith, determines to be appropriate.

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4.5.2 is customary in market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) in euro.

"**Benchmark Event**" means that:

- (a) the Reference Rate has ceased to be published on the Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (b) a public statement by the administrator of the Reference Rate that (in circumstances where no successor administrator has been or will be appointed that will continue publication of the Reference Rate) it has ceased publishing the Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date (the "**Specified Future Date**"); or
- (c) a public statement by the supervisor of the administrator of the Reference Rate that the Reference Rate has been or will, by a specified future date (the "**Specified Future Date**"), be permanently or indefinitely discontinued; or
- (d) a public statement by the supervisor of the administrator of the Reference Rate that means that the Reference Rate will, by a specified future date (the "**Specified Future Date**"), be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the 2024 Floating Rate Bonds; or
- (e) a public statement by the supervisor of the administrator of the Reference Rate (as applicable) that, in the view of such supervisor, (i) the Reference Rate is or will, by a specified future date (the "**Specified Future Date**"), be no longer representative of an underlying market or (ii) the methodology to calculate the Reference Rate has materially changed; or
- (f) it has or will, by a specified date within the following six months, become unlawful for the Calculation Agent to calculate any payments due to be made to the 2024 Floating Rate Bondholders using the Reference Rate (including, without limitation, under the EU Benchmarks Regulation, if applicable).

Notwithstanding the sub-paragraphs above, where the Benchmark Event is a public statement within sub-paragraphs (b), (c), (d) or (e) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed occur until the date falling six months prior to such Specified Future Date.

"**Independent Adviser**" means an independent financial institution of international reputation or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer at its own expense under Condition 4.5.

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

- (a) the European Central Bank or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the European Central Bank (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the

aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

"**Successor Rate**" means a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

5. **Redemption and Purchase**

The 2024 Floating Rate Bonds may not be redeemed otherwise than in accordance with this Condition 5 and Condition 8.

5.1 **Final Redemption**

Unless previously redeemed or purchased and cancelled as provided below, the 2024 Floating Rate Bonds will be redeemed by the Issuer in full at their principal amount on the 2024 Floating Rate Bonds Maturity Date.

5.2 **Redemption for tax reasons**

5.2.1 If, by reason of a change in French law or regulation or any change in the official application or interpretation of such law or regulation which becomes effective after the Issue Date, the Issuer would not, on the next date on which a payment of principal or interest in respect of the 2024 Floating Rate Bonds is due, be able to make such payment without having to pay additional amounts as specified under Condition 7 below, the Issuer may, at any time, subject to having given not more than forty five (45) days' and not fewer than fifteen (15) days' prior notice to the 2024 Floating Rate Bondholders (which notice shall be irrevocable) in accordance with Condition 10, redeem all, but not some only, of the 2024 Floating Rate Bonds at their principal amount together with accrued interest up to (but excluding) their effective redemption date, provided that the redemption date set in such notice shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding or deduction for French taxes.

5.2.2 If the Issuer would, on the next date on which a payment of principal or interest in respect of the 2024 Floating Rate Bonds is due, be prevented by French law from making payment to the 2024 Floating Rate Bondholders in the full amount then due and payable, notwithstanding the undertaking to pay additional amounts as set forth in Condition 7, the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall, subject to having given not more than forty five (45) days' and not fewer than seven (7) days' irrevocable notice to the 2024 Floating Rate Bondholders in accordance with Condition 10, forthwith redeem all, and not some only, of the 2024 Floating Rate Bonds then outstanding at their principal amount together with accrued interest up to (but excluding) their effective redemption date, provided that the redemption date set in such notice shall be the latest practicable date on which the Issuer could make payment on the total amount due under the 2024 Floating Rate Bonds without withholding or deduction for French taxes or, if such date has passed, as soon as practicable thereafter but in any case subject to the notice period referred to above.

5.3 **Redemption at the Option of the Issuer**

5.3.1 Clean-up call option

In the event that twenty-five (25) per cent. or less of the initial aggregate principal amount of the 2024 Floating Rate Bonds (including any assimilated 2024 Floating Rate Bonds issued pursuant to Condition 12) remain outstanding, the Issuer may, at its option but subject to having given not more than forty five (45) nor less than fifteen (15) calendar days' notice to the 2024 Floating Rate Bondholders and the Fiscal Agent (which notice shall be irrevocable and shall specify the date set for redemption) in accordance with Condition 10, redeem all, but not some only, of the outstanding 2024 Floating Rate Bonds at their principal amount together with any interest accrued to, but excluding, the date set for redemption.

5.3.2 Residual maturity call option

The Issuer may, at its option, from and including 29 February 2024 (being the date falling one (1) month prior to the 2024 Floating Rate Bonds Maturity Date) to but excluding the 2024 Floating Rate Bonds Maturity Date (the "**Residual Maturity Call Period**"), subject to having given not more than forty five (45) nor less than fifteen (15) calendar days' prior notice to the 2024 Floating Rate Bondholders and the Fiscal Agent in accordance with Condition 10 (which notice shall be irrevocable and shall specify the date set for redemption), redeem all, but not some only, of the outstanding 2024 Floating Rate Bonds, at their principal amount plus accrued interest up to but excluding the date set for redemption.

5.4 Purchases

The Issuer shall have the right at any time to purchase 2024 Floating Rate Bonds in the open market or otherwise at any price and at any condition, whether by a tender offer or otherwise, subject to applicable laws and regulations. All 2024 Floating Rate Bonds so purchased by the Issuer may be held and resold in accordance with applicable laws and regulations or cancelled in accordance with Condition 5.5.

5.5 Cancellation

All 2024 Floating Rate Bonds which are redeemed or purchased for cancellation by or on behalf of the Issuer pursuant to Conditions 5.2, 5.3 or 5.4 will be cancelled and accordingly may not be reissued or sold.

6. Payments

6.1 Method of Payment

Payments of principal and interest in respect of the 2024 Floating Rate Bonds will be made in Euro by credit or transfer to a Euro-denominated account (or any other account to which Euro may be credited or transferred) specified by the payee with a bank in a city in which banks have access to the TARGET System.

Such payments shall be made for the benefit of the 2024 Floating Rate Bondholders to the Account Holders, and all payments validly made to such Account Holders in favour of the 2024 Floating Rate Bondholders will be an effective discharge of the Issuer and the Paying Agents, as the case may be, in respect of such payments. None of the Issuer, the Fiscal Agent or the Paying Agents shall be liable to any 2024 Floating Rate Bondholder or other person for any commission, costs, losses or expenses in relation to, or resulting from, the credit or transfer of Euro, or any currency conversion or rounding effect in connection with such payment being made in Euro.

Payments under the 2024 Floating Rate Bonds will, in all cases, but without prejudice to the provisions of Condition 7, be subject to (i) any fiscal or other laws and regulations applicable thereto in the place of payment and, as the case may be, (ii) any withholding or deduction imposed or required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, (the "**Code**") or otherwise imposed pursuant to sections 1471 through 1474 of the Code (or any regulations or agreements thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (any such withholding or deduction, a "**FATCA Withholding**").

6.2 Agents

The name and specified office of the initial Fiscal Agent, Principal Paying Agent and Calculation Agent are as follows:

Société Générale
32, rue du Champ de Tir
CS 30812
44308 Nantes Cedex 3
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any Paying Agent, the Calculation Agent and/or appoint substitute Fiscal Agent, Calculation Agent and additional or other Paying Agents or approve any change in the office through which any such Agent acts, provided that there will at all times be a Fiscal Agent and a Principal Paying Agent having a specified office in a European city and, so long as any 2024 Floating Rate Bond is outstanding, a Calculation Agent. Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than forty-five (45) nor less than fifteen (15) calendar days' notice thereof shall have been given to the 2024 Floating Rate Bondholders by the Issuer in accordance with Condition 10.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of error) be final and binding upon all parties. The Calculation Agent shall act as an independent expert and not as agents for the Issuer or the 2024 Floating Rate Bondholders.

7. **Taxation**

7.1 **Withholding Tax**

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the 2024 Floating Rate Bonds shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

7.2 **Additional Amounts**

If, pursuant to French law, payments of principal, interest or other revenues in respect of any 2024 Floating Rate Bond become subject to withholding or deduction in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that each 2024 Floating Rate Bondholder, after such withholding or deduction, will receive the full amount then due and payable thereon in the absence of such withholding or deduction; provided however that the Issuer shall not be liable to pay any such additional amounts in respect of any 2024 Floating Rate Bond to, or to a third party on behalf of, a 2024 Floating Rate Bondholder who is liable to such taxes, duties, assessments or governmental charges in respect of such 2024 Floating Rate Bond by reason of his having some connection with France other than the mere holding of such 2024 Floating Rate Bond.

Any references in these Conditions to principal, interest and other revenues shall be deemed also to refer to any additional amounts which may be payable under the provisions of this Condition 7.

Neither the Issuer nor any other person will be required to pay any additional amounts by virtue of a FATCA Withholding.

8. **Events of default**

If any of the following events (each an "**Event of Default**") has occurred and is continuing:

- (i) any amount of principal of, or interest on, any 2024 Floating Rate Bonds is not paid on the due date thereof and such default is not remedied within a period of fifteen (15) days from such due date; or
- (ii) any other obligation of the Issuer under the 2024 Floating Rate Bonds is not complied with or performed within a period of forty-five (45) days after receipt by the Fiscal Agent of written notice of such default given by the Representative (as defined in Condition 9 below); or
- (iii) (a) any other financial indebtedness for borrowed monies (a "**Financial Debt**") of the Issuer or any of its Material Subsidiaries becomes due and payable prior to its stated maturity as a result of a default thereunder, or (b) any Financial Debt of the Issuer or any of its Material Subsidiaries is not paid when due after allowing for any applicable grace

period; provided that no Event of Default will occur under this Condition 8 if (i) the aggregate amount of the Financial Debt in respect of which one or more of the events described above have occurred is less than Euro 200,000,000 (or its equivalent in other currencies), or (ii) the Issuer is disputing in good faith that such Financial Debt is due and payable before a competent court or by other appropriate proceedings, or (iii) the claim alleging that such Financial Debt is due and payable is withdrawn, dismissed or stayed within ninety (90) calendar days from the date on which the relevant Financial Debt was first alleged to have become or be due and payable; or

- (iv) the Issuer makes any proposal for a general moratorium in relation to its Financial Debt or a judgement is rendered for its judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer;

then the Representative (as defined below) may, by notice in writing to the Issuer and the Fiscal Agent, if so instructed by a Collective Decision (as defined below), before all continuing Events of Default shall have been remedied, cause the 2024 Floating Rate Bonds to become immediately due and payable whereupon such 2024 Floating Rate Bonds shall become immediately due and payable without further formality at their principal amount together with any accrued interest thereon until their actual redemption date.

9. Representation of the 2024 Floating Rate Bondholders

The 2024 Floating Rate Bondholders will be grouped automatically for the defence of their common interests in a masse (the "**Masse**") which will be governed by the provisions of Articles L.228-46 *et seq.* of the French *Code de commerce* as amended by this Condition 9.

9.1 Representation

The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through collective decisions of the 2024 Floating Rate Bondholders (the "**Collective Decisions**").

The Masse alone, to the exclusion of all individual 2024 Floating Rate Bondholders, shall exercise the common rights, actions and benefits which may accrue with respect to the 2024 Floating Rate Bonds, without prejudice to the rights that 2024 Floating Rate Bondholders may exercise individually in accordance with, and subject to, the provisions of these Conditions.

9.2 Representative

The following person is designated as Representative:

Association de représentation des masses de titulaires de valeurs mobilières
Centre Jacques Ferronnière
32, rue du Champ de Tir
CS 30812
44308 Nantes cedex 3
France
Internet: www.asso-masse.com
Email: service@asso-masse.com

The Issuer shall pay to the Representative an amount equal to €400 per year (plus taxes), payable on or about the Issue Date.

In the event of death, liquidation, retirement, resignation or revocation of appointment of the Representative, another Representative may be appointed.

9.3 Powers of the Representatives

The Representative shall (in the absence of any Collective Decision to the contrary) have the power to take all acts of management necessary in order to defend the common interests of the 2024 Floating Rate Bondholders, with the capacity to delegate its powers.

All legal proceedings against the 2024 Floating Rate Bondholders or initiated by them, must be brought by or against the Representative.

9.4 **Collective Decisions**

Collective Decisions are adopted either (i) in a general meeting (the "**General Meeting**"), or (ii) by unanimous consent of the 2024 Floating Rate Bondholders following a written consultation (the "**Written Unanimous Decision**"), or (iii) by the consent of one or more 2024 Floating Rate Bondholders holding together at least 66 ^{2/3} per cent. of the principal amount of the 2024 Floating Rate Bonds outstanding, following a written consultation (the "**Written Majority Decision**", together with the **Written Unanimous Decision**, the "**Written Decision**").

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each 2024 Floating Rate Bondholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder of the name of such 2024 Floating Rate Bondholder as of 0:00 Paris time, on the second (2nd) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 9.7.

The Issuer shall hold a register of the Collective Decisions and shall make it available, upon request, to any subsequent holder of any of the 2024 Floating Rate Bonds.

9.4.1 **General Meetings**

A General Meeting may be called at any time, either by the Issuer or by the Representative. One or more 2024 Floating Rate Bondholders, holding together at least one-thirtieth (1/30) of the principal amount of 2024 Floating Rate Bonds outstanding, may address to the Issuer and the Representative a demand for a General Meeting to be called. If such General Meeting has not been called within two (2) months after such demand, the 2024 Floating Rate Bondholders may commission one of them to petition the competent court to appoint an agent (*mandataire*) who will call the General Meeting.

General Meetings may deliberate validly on first convocation only if the 2024 Floating Rate Bondholders present or represented hold at least one-fifth (1/5) of the principal amount of the 2024 Floating Rate Bonds then outstanding. On second convocation, no quorum shall be required. Decisions of the General Meetings shall be taken by a simple majority of votes cast by the 2024 Floating Rate Bondholders attending such meeting or represented thereat.

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 9.7 not less than fifteen (15) calendar days prior to the date of the General Meeting on first convocation and not less than five (5) calendar days prior to the date of the General Meeting on second convocation.

Each 2024 Floating Rate Bondholder has the right to participate in a General Meeting in person, by proxy or by correspondence.

Each 2024 Floating Rate Bondholder or Representative thereof will have the right to consult or make a copy of the text of the resolutions which will be proposed and of the reports, if any, which will be presented at the General Meeting, all of which will be available for inspection by the relevant 2024 Floating Rate Bondholders at the registered office of the Issuer and at any other place specified in the notice of the General Meeting, during the fifteen (15) calendar day period preceding the holding of the General Meeting on first convocation, or during the five (5) calendar day period preceding the holding of the General Meeting on second convocation.

The General Meeting is chaired by the Representative. In the event of the absence of a representative at the start of a General Meeting and if no 2024 Floating Rate Bondholder is present or represented at the General Meeting, the Issuer may, notwithstanding the provisions of Article L.228-64 of the French *Code de commerce*, designate a provisional chairman until a new Representative has been appointed.

9.4.2 Written Decisions

At the initiative of the Issuer, Collective Decisions may also be taken by Written Unanimous Decisions or Written Majority Decisions.

(a) Written Unanimous Decision

Written Unanimous Decisions shall be signed by or on behalf of all the 2024 Floating Rate Bondholders. Approval of a Written Unanimous Decision may also be given by way of electronic communication allowing the identification of 2024 Floating Rate Bondholders in accordance with Article L.228-46-1 of the French *Code de commerce* ("**Electronic Consent**"). Notices seeking the approval of a Written Unanimous Decision are not required to comply with the conditions of form and time limits set by the French *Code de commerce*. Any Written Unanimous Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such 2024 Floating Rate Bondholders. Such Written Unanimous Decision may be contained in one document, or in several documents in like form each signed by or on behalf of one or more of such 2024 Floating Rate Bondholders, and shall be published in accordance with Condition 9.7.

(b) Written Majority Decision

Notices seeking the approval of a Written Majority Decision will be published as provided under Condition 9.7 no less than 15 calendar days prior to the date set for the passing of such Written Majority Decision (the "**Written Majority Decision Date**"). Notices seeking the approval of a Written Majority Decision will contain the conditions of form and time limits to be complied with by the 2024 Floating Rate Bondholders who wish to express their approval or rejection of such proposed Written Majority Decision. 2024 Floating Rate Bondholders expressing their approval or rejection before the Written Majority Decision Date will undertake not to dispose of their 2024 Floating Rate Bonds until after the Written Majority Decision Date.

Written Majority Decisions shall be signed by one or more 2024 Floating Rate Bondholders holding together at least 66 ^{2/3} per cent. of the principal amount of the 2024 Floating Rate Bonds outstanding. Approval of a Written Majority Decision may also be given by Electronic Consent. Any Written Majority Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of the 2024 Floating Rate Bondholders. Such Written Majority Decisions may be contained in one document, or in several documents in like form each signed by or on one behalf of one or more of the 2024 Floating Rate Bondholders, and shall be published in accordance with Condition 9.7.

9.5 Exclusion of certain provisions of the French Code de commerce

The provisions of:

- (a) Article L.228-65 I. 1° (providing for the prior approval of the general meeting of bondholders for any change in corporate object or corporate form of an issuer) and the related provisions of the French *Code de commerce* shall not apply to the 2024 Floating Rate Bonds, and will not require a prior approval by a Collective Decision, with respect to (i) any change in the corporate form of the Issuer and (ii) any change in the corporate object clause of the articles of association (*statuts*) of the Issuer as set out in the 2021 Universal Registration Document,
- (b) Article L.228-65 I. 3° (providing for the prior approval of the general meeting of bondholders in relation to any proposal to merge or demerge of an issuer in the cases referred to in Articles L. 236-13 and L. 236-18 of the French *Code de commerce*) and the related provisions of the French *Code de commerce* shall not apply to the 2024 Floating

Rate Bonds, and will not require a prior approval by a Collective Decision, to proposed Intra-Group Reorganisation of the Issuer, and

- (c) Article L.228-65 I. 4° of the French *Code de commerce* (providing for the prior approval of the general meeting for an issue of bonds benefiting from a security interest (*sûreté réelle*)) shall not apply to the 2024 Floating Rate Bonds.

9.6 **Expenses**

The Issuer shall pay all expenses relating to the operations of the Masse, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions, provided that no expenses may be imputed against interest payable under the 2024 Floating Rate Bonds.

9.7 **Notices to 2024 Floating Rate Bondholders for the purposes of this Condition 9**

Any notice to be given to 2024 Floating Rate Bondholders in accordance with this Condition 9 shall be published in accordance with Condition 10.

Any decision to proceed with a transaction, notwithstanding the failure to obtain 2024 Floating Rate Bondholders' approval, as contemplated by Article L.228-72 of the French *Code de commerce* (subject to Condition 9.5) will be notified to 2024 Floating Rate Bondholders in accordance with Condition 10. Any 2024 Floating Rate Bondholder will then have the right to request redemption of its 2024 Floating Rate Bonds at par within thirty (30) days of the date of notification, in which case the Issuer shall redeem such 2024 Floating Rate Bondholder within thirty (30) days of the 2024 Floating Rate Bondholder's request for redemption.

If a merger (*fusion*) or a demerger (*scission*) which is not an Intra-Group Reorganisation is contemplated by the Issuer, the Issuer will have the option to submit the proposal for approval by a Collective Decision of the Masse or to offer redemption at par to 2024 Floating Rate Bondholders pursuant to Article L.236-13 of the French *Code de commerce* (subject to Condition 9.5). Such redemption offer shall be notified to 2024 Floating Rate Bondholders in accordance with Condition 10 (*Notices*). If the Masse does not approve the merger (*fusion*) or demerger (*scission*) proposal, any decision to proceed with the transaction pursuant to Article L.228-73 of the French *Code de commerce* will be notified to 2024 Floating Rate Bondholders in accordance with Condition 10 (*Notices*).

10. **Notices**

Any notice to the 2024 Floating Rate Bondholders will be valid if delivered to the 2024 Floating Rate Bondholders through Euroclear France, Euroclear or Clearstream, for so long as the 2024 Floating Rate Bonds are cleared through such clearing systems and published on the website of the Issuer (www.loreal.com) and so long as the 2024 Floating Rate Bonds are admitted to trading on Euronext Paris and the rules of Euronext Paris so require, on the website of Euronext Paris (www.euronext.fr). Any such notice shall be deemed to have been given on the date of such or, if delivered more than once or on different dates, on the first date on which such delivery is made.

11. **Prescription**

Claims against the Issuer for the payment of principal and interest in respect of the 2024 Floating Rate Bonds shall be prescribed ten (10) years (in the case of principal) and five (5) years (in the case of interest) from the due date for payment thereof.

12. **Further Issues and Consolidation**

The Issuer may, from time to time, without the consent of the 2024 Floating Rate Bondholders, create and issue further bonds that are assimilated (*assimilables*) with the 2024 Floating Rate Bonds, provided that such bonds and the 2024 Floating Rate Bonds carry rights that are identical in all respects (save for the principal amount, the issue price, the first interest payment date and the first payment of interest thereon) and that the terms of such further bonds provide for such assimilation. In the event of such assimilation, the 2024 Floating Rate Bondholders and the holders

of any assimilated bonds will, for the defence of their common interests, be grouped in a single Masse.

13. **Governing Law and Jurisdiction**

The 2024 Floating Rate Bonds shall be governed by and construed in accordance with French law.

Any action against the Issuer in connection with the 2024 Floating Rate Bonds will be submitted to the exclusive jurisdiction of the Commercial Courts of Paris, provided that, if the *Chambre Internationale du Tribunal de Commerce de Paris* has jurisdiction, the Issuer agrees to submit any such dispute to such *Chambre* of the court.

USE OF PROCEEDS

The estimated net proceeds of the issue of the Bonds, amounting to approximately EUR 3,001,440,000 (*i.e.* (i) EUR 1,246,762,500 with respect to the 2026 Bonds, (ii) EUR 996,930,000 with respect to the 2024 Bonds and (iii) EUR 757,747,500 with respect to the 2024 Floating Rate Bonds) will be used by the Issuer for general corporate purposes, including the refinancing in part of the repurchase by the Issuer of 4 per cent. of its own shares held by Nestlé (the "**Acquisition**").

Some of the Managers have, in connection with the Acquisition, participated in the provision of a bridge facility to the Issuer to finance in part the Acquisition (the "**Bridge Facility**"). The proceeds of the issue of the Bonds will be used, among other things, to repay that Bridge Facility.

DESCRIPTION OF L'ORÉAL'S SUSTAINABILITY PERFORMANCE TARGETS

The following is a summary of the L'Oréal Sustainability-Linked Financing Framework published on 22 March 2022 and available on the website of L'Oréal (www.loreal.com) with respect to the Sustainability Performance Targets of the 2026 Bonds.

In addition, 2026 Bondholders may wish to complete their understanding of L'Oréal's environmental policies, performance indicators and results as set out in the following pages of the 2021 Universal Registration Document:

L'Oréal's environmental policies, performance indicators and results	Page numbers in the 2021 Universal Registration Document:
<ul style="list-style-type: none">• <i>Environmental policy</i>	<i>Pages 179 to 228</i>

Capitalised terms used but not otherwise defined herein have the meaning given to them in the Terms and Conditions of the 2026 Bonds.

The Issuer's sustainable strategy

For years, the Issuer has undertaken an in-depth transformation to reduce its negative environmental impact. In 2013, the Issuer defined renewed sustainable development commitments in a global sustainability program called "*Sharing Beauty with All*", with tangible and ambitious 2020 goals. In seven years, the Issuer achieved the majority of its goals, even exceeding some of them, proving that decoupling impact and growth is definitely possible.

In 2020, L'Oréal pushed further its sustainability journey by announcing the launch of the "*L'Oréal for the Future*" program setting new and stronger ambitions for 2030. The program embodies the two complementary dimensions of what corporate responsibility means to the Issuer that are transforming its company towards an increasingly sustainable business model, and contributing to solving the challenges facing the world.

Rationale for establishing a Sustainability-Linked Financing Framework

By establishing a Sustainability-Linked Financing Framework, L'Oréal aims to further emphasize its commitment to sustainability, and explicitly commits to address relevant, core and material sustainability issues.

The Sustainability-Linked Financing Framework aims at covering bonds, loans, and any other financing instruments whose characteristics are linked to sustainability performance targets.

The Sustainability-Linked Financing Framework has been established in accordance with the Sustainability-Linked Bond Principles¹. The Sustainability-Linked Bond Principles are voluntary process guidelines that outline best practices for financial instruments to incorporate forward-looking sustainability outcomes and promote integrity in the development of the sustainability-linked bond market by clarifying the approach for issuance of sustainability-linked bonds such as the 2026 Bonds.

Selection of Key Performance Indicators

In the context of the 2026 Bonds, L'Oréal has selected Key Performance Indicators (the "**KPIs**") which are core, relevant and material to the Group's business and industry.

The three KPIs are as follows and are more fully described in the Terms and Conditions of the 2026 Bonds:

- **KPI #1:** GHG Emissions

As part of its Science-Based Targets validated in 2017, L'Oréal includes the two following KPIs in its Sustainability-Linked Financing Framework as part of the reduction of GHG Emissions:

- **KPI #1a** (corresponding to the **Carbon Neutral Site KPI** as defined in the Terms and Conditions of the 2026 Bonds): absolute scopes 1 and 2 Greenhouse Gas ("**GHG**") emissions at operated sites (plants, distribution centres, administrative sites, research centres), excluding any residual GHG Emissions linked to the gas used for catering, the fuel oil used for sprinkler tests, the fossil energy consumptions used during the maintenance of on-site renewable

¹ SLBP 2020: <https://www.icmagroup.org/assets/documents/Regulatory/Green-Bonds/June-2020/Sustainability-Linked-Bond-PrinciplesJune-2020-100620.pdf>

installation, and cooling gas leaks if they are lower than 130 tons of CO₂ equivalent per year). This exclusion of residual GHG Emissions represents less than 1% of L'Oréal's scope 1 and 2 GHG Emissions.

- **KPI #1b** (corresponding to the **Cradle-to-Shelf GHG Emissions KPI** as defined in the Terms and Conditions of the 2026 Bonds): GHG Emissions on a "cradle-to-shelf" scope (scope 1, scope 2 and selected scope 3 emissions as more fully described below) per sold product.

For the purposes of the calculation of the level of this KPI #1b, 2021 should serve as a baseline.

- **KPI #2** (corresponding to the **Plastics Packaging KPI** as defined in the Terms and Conditions of the 2026 Bonds): share of plastics used in packaging either from recycled or biobased sources.

The KPI #2 is calculated as per the following formula:

$$\frac{\text{(Mass of plastic in packaging made of Recycled Materials + Mass of plastic in packaging made of Biobased Materials)}}{\text{Total mass of plastic in packaging}}$$

For the purposes of the calculation of the level of KPI #2, "**Recycled Materials**" and "**Biobased Materials**" have the meaning ascribed to those terms in the Terms and Conditions of the 2026 Bonds.

The life cycle analysis of such Recycled Material and the Biobased Materials must show a better environmental profile than their virgin versions, which is assessed by the Issuer in accordance with its sustainable product optimization tool ("**SPOT**"). SPOT is a rigorous scientific methodology for assessing environmental impacts, which has been rolled out by the Group since 2017 to all its brands (except recent acquisitions) and which calculates the complete environmental and social footprint of a product in accordance with the European Commission recommendation (Product Environmental Footprint) on the use of common methods to measure and communicate the environmental performance of products and organisations. This methodology is more fully described in L'Oréal's 2021 Universal Registration Document.

For the purposes of the KPIs above, scopes 1 and 2 emissions are defined according to the GHG Protocol Standards as follows:

Scope 1 emissions: L'Oréal's direct GHG Emissions arising from the gas and fuel oil consumption of all the Group's operated sites including factories, distribution centres, administrative and research centres. It includes also GHG Emissions related to potential cooling gas leaks;

Scope 2 emissions: L'Oréal's indirect GHG Emissions arising from electricity and heat, cooling, steam purchased of all the Group's operated sites - factories, distribution centres, administrative and research centres,

while scope 3 emissions are defined on a selected cradle-to shelf perimeter as follows:

Selected scope 3 emissions: means (a) the indirect upstream GHG Emissions linked to the Issuer's purchases of raw materials and packaging materials used for the products manufactured by the Group (which include the extraction of materials, their transportation to suppliers followed by their processing prior to delivery) and (b) the indirect downstream GHG Emissions generated by the transport of products sold from production or distribution centres to clients (which include transportation flows of finished products from the production sites to the first customer delivery point) as determined by the Issuer.

Calibration of Sustainability Performance Targets

The Group has set the following Sustainability Performance Targets ("**SPTs**") in relation to its KPIs:

- (i) **SPT #1a** (corresponding to the **Carbon Neutral Sites Sustainability Performance Target** as defined in the Terms and Conditions of the 2026 Bonds): absolute scopes 1 and 2 GHG Emissions of all of the Issuer's operated sites to reach zero in December 2025 at the latest (excluding residual emissions). For the avoidance of doubt, the Carbon Neutral Sites Sustainability Performance Target may be reached on, or shortly prior, to the Target Observation Date, and may not be reached over the full financial year ending on the Target Observation Date;

- (ii) **SPT #1b** (corresponding to the **Cradle-to-Shelf GHG Emissions Sustainability Performance Target** as defined in the Terms and Conditions of the 2026 Bonds): to reduce scopes 1, 2 and 3 GHG Emissions on a "cradle-to-shelf" scope by 14% per sold product by 31 December 2025, using 2021 as the base year for measuring performance; and
- (iii) **SPT #2** (corresponding to the **Plastics Packaging Sustainability Performance Target** as defined in the Terms and Conditions of the 2026 Bonds): to have 50% of the Group's plastics used in packaging from recycled or biobased sources by 31 December 2025.

The table below shows the historical performance observed over the years 2019, 2020 and 2021 of each of the KPIs used in connection with the 2026 Bonds:

Historical performance

	2019	2020	2021
KPI #1a – Carbon Neutral Sites KPI (total number of sites in %)	40% of industrial sites and 19% of administrative sites and research centres	60% of industrial sites and 26% of administrative sites and research centres	71% of industrial sites and 46% of administrative sites and research centres
In relation to KPI #1a: Scopes 1 and 2 emissions of operated sites (in tCO₂e)	80,288	55,778	38,249
In relation to KPI #1a: Number of carbon neutral sites	51	72	100
KPI #1b - Cradle-to-Shelf GHG Emissions KPI (in g of CO₂ equivalent per sold product)	440	480	446
KPI #2 - Plastics Packaging KPI (share of plastics used in packaging either from recycled or biobased sources)	Not Available	15%	21%

Sources: 2021 Universal Registration Document.

Specific Characteristics of the 2026 Bonds

The 2026 Bonds have a sustainability-linked feature that will result in a premium payment if a Sustainability Trigger Event occurs. In such case, a premium shall be paid to the 2026 Bondholders on the 2026 Bonds Maturity Date. The premium payment mechanism is more fully described in Condition 5 of the Terms and Conditions of the 2026 Bonds.

A Sustainability Trigger Event occurs if:

- One or more of the selected KPIs have not reached their related SPT(s) on the Target Observation Date, or
- The SPT Verification Assurance Certificate was not published in accordance with Condition 5.3 of the Terms and Conditions of the 2026 Bonds.

Reporting

L'Oréal intends to publish and keep readily available and easily accessible an annual Sustainability Performance Report within its Universal Registration Document, or within another document on its website that will include,

amongst other, up-to-date information on the performance of each KPI included in the Sustainability-Linked Financing Framework.

When relevant, L'Oréal may also provide information on changes to its sustainability strategy or governance.

When relevant, information may also include any re-assessments of KPIs and/or restatement of the SPT and/or pro-forma adjustments of baselines or KPI scope. Any re-assessments, restatements and adjustments made pursuant to the provisions of Condition 5.5 will be notified to the 2026 Bondholders in accordance with Condition 5.5 and Condition 11 of the Terms and Conditions of the 2026 Bonds.

Verification

L'Oréal's annual performance on the KPIs will be verified by an External Verifier to a limited level of assurance, as part of the Group's annual sustainability report audit process, which will result in the publication of a Sustainability Performance Report and an Assurance Report that will be included in its Universal Registration Document or within another document on L'Oréal's website.

For the fiscal year ending on 31 December 2025, an SPT Verification Assurance Certificate issued by an External Verifier and confirming whether or not L'Oréal's has achieved the Sustainability Performance Targets as at 31 December 2025 will also be published in the Assurance Report or within another document on L'Oréal's website.

Second Party Opinion

L'Oréal has requested, and may request in the future, the issuance of a second party opinion (the "**Second Party Opinion**") by an external provider (the "**SPO Provider**") in relation to the Group's Framework. Any Second Party Opinion and reports from the External Verifier may be accessible through the L'Oréal's website at: www.loreal.com. However, any information on, or accessible through, such website and the information in such Second Party Opinion and reports from the External Verifier do not form part of the Framework.

RECENT DEVELOPMENTS

- Following the Acquisition (as defined above in the Section "*Use of Proceeds*"), the Board of directors (*Conseil d'administration*) of the Issuer held on 9 February 2022 cancelled the 22,260,000 L'Oréal shares repurchased from Nestlé.

Since 10 February 2022, the Issuer's share capital has been formed by 535,412,372 shares with equivalent voting rights.

- Between 1 January 2022 and 28 February 2022, L'Oréal issued commercial paper amounting to EUR 275 million and USD 200 million in the normal course of operational activity.

SUBSCRIPTION AND SALE

Subscription Agreement

BNP Paribas and J.P. Morgan SE (the "**Global Coordinators**"), Citigroup Global Markets Europe AG, Crédit Agricole Corporate and Investment Bank, Deutsche Bank Aktiengesellschaft, HSBC Continental Europe, Natixis and Société Générale (together with the Global Coordinators, the "**Joint Bookrunners**") and Banco Santander, S.A., BofA Securities Europe SA, Goldman Sachs Bank Europe SE and Standard Chartered Bank AG (the "**Other Bookrunners**" and together with the Joint Bookrunners, the "**Managers**") have, pursuant to a subscription agreement dated 25 March 2022 (the "**Subscription Agreement**"), jointly and severally agreed with the Issuer, subject to the satisfaction of certain conditions, to procure subscriptions and payment for, and failing which, to subscribe and pay for the (i) the 2026 Bonds at an issue price equal to 99.891 per cent. of the principal amount of the 2026 Bonds (ii) the 2024 Bonds at an issue price equal to 99.843 per cent. of the principal amount of the 2024 Bonds and (iii) the 2024 Floating Rate Bonds at an issue price equal to 101.183 per cent. of the principal amount of the 2024 Floating Rate Bonds, less any applicable commission. In addition, the Issuer will pay certain costs incurred by it and the Managers in connection with the issue of the Bonds. The Managers are entitled to terminate the Subscription Agreement in certain limited circumstances prior to the issue of the Bonds. The Issuer has agreed to indemnify the Managers against certain liabilities in connection with the offer and sale of the Bonds.

General Restrictions

Each Manager has agreed to observe all applicable laws and regulations in each jurisdiction in or from which it may acquire, offer, sell or deliver Bonds or have in its possession or distribute this Prospectus or any other offering material relating to the Bonds. No action has been, or will be, taken in any country or jurisdiction that would permit a public offering of the Bonds, or the possession or distribution of this Prospectus or any other offering material relating to the Bonds, in any country or jurisdiction where action for that purpose is required. Accordingly, the Bonds may not be offered or sold, directly or indirectly, and neither this Prospectus nor any circular, prospectus, form of application, advertisement or other offering material relating to the Bonds may be distributed in or from, or published in, any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations and all offers and sales of Bonds by it will be made on the same terms.

Prohibition of Sales to EEA Retail Investors

Each Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available the Bonds to any retail investor in the EEA. For the purposes of this provision the expression "**retail investor**" means a person who is one (or both) of the following: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II and/or (ii) a customer within the meaning of the Directive 2016/97/EU as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. The expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Bonds to be offered to as to enable an investor to decide to purchase or subscribe for the Bonds.

Prohibition of Sales to United Kingdom Retail Investors

Each Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Bonds to any retail investor in the United Kingdom. For the purposes of this provision:

- (i) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (a) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; and/or
 - (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA.

- (ii) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Bonds.

France

Each Manager has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, any Bonds in the Republic of France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed in the Republic of France, this Prospectus or any other offering material relating to the Bonds, except to qualified investors (*investisseurs qualifiés*), as defined in, and in accordance with, Article 2(e) of the Prospectus Regulation and Article L.411-2 of the French *Code monétaire et financier*.

United Kingdom

Each Manager has represented and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of the Bonds in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Bonds in, from or otherwise involving the United Kingdom.

United States

The Bonds have not been and will not be registered under the Securities Act or the securities law of any U.S. State or other jurisdiction, and may not be offered or sold, directly or indirectly, in the United States of America or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or such state securities laws. The Bonds are being offered and sold only outside of the United States to non-U.S. persons in reliance upon an exemption from registration under the Securities Act pursuant to Regulation S.

Each Manager has represented and agreed that:

- (i) it has not offered or sold, and will not offer or sell, the Bonds (a) as part of their distribution at any time or (b) otherwise until forty (40) calendar days after the later of the commencement of the offering and the issue date of the Bonds, within the United States or to, or for the account or benefit of, U.S. persons; and
- (ii) it will have sent to each distributor or dealer to which it sells Bonds during such forty (40) calendar day period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, U.S. persons.

Terms used in this paragraph and not otherwise defined in this Prospectus have the meanings given to them in Regulation S.

In addition, until forty (40) calendar days after the commencement of the offering of the Bonds, an offer or sale of Bonds within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Japan

Each Manager has acknowledged that the Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the "**Financial Instruments and Exchange Act**") and has agreed that it will not offer or sell any Bonds, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial

Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

Singapore

Each Manager has represented and agreed that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Manager has represented and agreed that it has not offered or sold any Bonds or caused the Bonds to be made the subject of an invitation for subscription or purchase and will not offer or sell any Bonds or cause the Bonds to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Bonds, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Bonds are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (i) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Bonds pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; or
- (e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Canada

The Bonds may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Bonds must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the Managers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with the Issue of the Bonds.

GENERAL INFORMATION

1. This Prospectus received the approval n°22-070 from the AMF on 25 March 2022. The Prospectus has been approved by the AMF, as competent authority under the Prospectus Regulation. The AMF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Bonds that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Bonds.
2. This Prospectus shall be valid until the date of admission to trading of the Bonds on Euronext Paris (which is expected to be the Issue Date), provided that it is completed by any supplement, pursuant to Article 23 of the Prospectus Regulation, following the occurrence of a significant new factor, a material mistake or a material inaccuracy relating to the information included (including incorporated by reference) in this Prospectus which may affect the assessment of the Bonds. After such date, this Prospectus will no longer be valid and the obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply.
3. The Legal Entity Identifier (LEI) of the Issuer is: 529900JI1GG6F7RKVI53.
4. The 2026 Bonds have been accepted for clearing through Euroclear France, Clearstream and Euroclear. The International Securities Identification Number (ISIN) for the 2026 Bonds is FR0014009EJ8. The Common Code number for the 2026 Bonds is 246344175. The Financial Instrument Short Name (FISN) for the 2026 Bonds is L'OREAL/0.875 Bd 20260629. The Classification of Financial Instrument (CFI) code for the 2026 Bonds is DBFUFB.

The 2024 Bonds have been accepted for clearing through Euroclear France, Clearstream and Euroclear. The International Securities Identification Number (ISIN) for the 2024 Bonds is FR0014009EI0. The Common Code number for the 2024 Bonds is 246344124. The Financial Instrument Short Name (FISN) for the 2024 Bonds is L'OREAL/0.375 Bd 20240329. The Classification of Financial Instrument (CFI) code for the 2024 Bonds is DBFUFB.

The 2024 Floating Rate Bonds have been accepted for clearing through Euroclear France, Clearstream and Euroclear. The International Securities Identification Number (ISIN) for the 2024 Floating Rate Bonds is FR0014009EH2. The Common Code number for the 2024 Floating Rate Bonds is 246312575. The Financial Instrument Short Name (FISN) for the 2024 Floating Rate Bonds is L'OREAL/Var Bd 20240329. The Classification of Financial Instrument (CFI) code for the 2024 Floating Rate Bonds is DBVUFB.

The address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France. The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Brussels, Belgium and the address of Clearstream is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

5. Application has been made for the Bonds to be admitted to trading on Euronext Paris on or about 29 March 2022. The estimated costs for the admission to trading of the 2026 Bonds are EUR 7,500, the estimated costs for the admission to trading of the 2024 Bonds are EUR 6,100 and the estimated costs for the admission to trading of the 2024 Floating Rate Bonds are EUR 6,100. The AMF fees in respect of the Bonds are EUR 5,000.
6. The Issuer has obtained all necessary consents, approvals and authorisations in France in connection with the issue and performance of its obligations under the Bonds. The issue of the Bonds was authorised by a resolution of the Board of directors (*Conseil d'administration*) of the Issuer dated 7 December 2021 and a decision of Christophe Babule, Group Chief Financial Officer (*Directeur Général Administration et Finances*) of the Issuer dated 23 March 2022.
7. The following documents:
 - (a) the articles of association (*statuts*) of the Issuer;
 - (b) this Prospectus together with any supplement to this Prospectus; and
 - (c) the documents incorporated by reference, including:

- (i) the Issuer's 2021 universal registration document (*document d'enregistrement universel 2021*) in the French language filed with the AMF under registration N° D.22-0118, dated 17 March 2022; and
- (ii) the Issuer's 2020 registration document (*document d'enregistrement universel 2020*) in the French language filed with the AMF under registration N° D.21-0125, dated 16 March 2021,

can be inspected on the website of the Issuer (www.loreal.com). The information on the website of the Issuer does not form part of this Prospectus unless that information is incorporated by reference into this Prospectus.

This Prospectus, any supplement thereto and the documents incorporated by reference in this Prospectus are available on the website of the AMF (www.amf-france.org).

Non-official English translations of (i) the 2021 Universal Registration Document and (ii) the 2020 Universal Registration Document are available on the website of the Issuer (www.loreal.com). These documents are available for information purposes only and are not incorporated by reference in this Prospectus. The only binding versions are the French language versions filed with the AMF.

The Agency Agreement will be available for inspection during usual business hours on any week day except Saturdays, Sundays and public holidays at the primary business office of the Issuer.

8. Any websites included in this Prospectus are for information purposes only and the information in such websites does not form any part of this Prospectus unless that information is incorporated by reference into the Prospectus. The information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the AMF.
9. Save as disclosed in the "Recent Developments" section of this Prospectus or any document incorporated by reference, or in the "Risk Factors" section of this Prospectus, there has been no significant change in the financial performance and/or financial position of the Group since 31 December 2021 and save as disclosed in the 2021 Universal Registration Document, there has been no material adverse change in the prospects of the Issuer since 31 December 2021.
10. Save as disclosed in the "Recent Developments" section of this Prospectus or any document incorporated by reference, neither the Issuer nor any of its consolidated subsidiaries has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during the 12 months preceding the date of this Prospectus, which may have, or have had in the recent past, significant effects on the Issuer or the Group's financial position or profitability.
11. Save as disclosed in the "Recent Developments" section of this Prospectus, the Issuer has not entered into contracts outside the ordinary course of its business, which could result in the Issuer or any of its consolidated subsidiaries being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to holders of Bonds in respect of the Bonds being issued.
12. This Prospectus contains or incorporates by reference certain statements that are forward-looking including statements with respect to the Issuer's and the Group's business strategies, expansion and growth of operations, trends in the business, competitive advantage, and technological and regulatory changes, information on exchange rate risk and generally includes all statements preceded by, followed by or that include the words "believe", "expect", "project", "anticipate", "seek", "estimate" or similar expressions. Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward-looking statements as a result of various factors. Potential investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof.
13. There are no potential conflicts of interest between the duties of the members of the Board of directors (*Conseil d'administration*) of the Issuer to the Issuer and their private interests or other duties.

14. PricewaterhouseCoopers Audit and Deloitte & Associés are the statutory auditors of the Issuer. PricewaterhouseCoopers Audit and Deloitte & Associés have audited, and rendered unqualified audit reports on the consolidated financial statements of the Issuer as at, and for each of the two years ended 31 December 2021 and 31 December 2020. PricewaterhouseCoopers Audit and Deloitte & Associés are registered as *Commissaires aux Comptes* (members of the *Compagnie Régionale des Commissaires aux Comptes de Versailles*) and regulated by the *Haut Conseil du Commissariat aux Comptes*.
15. Save for any fees payable to the Managers and save as disclosed in the "Use of proceeds" section of this Prospectus, as far as the Issuer is aware, no person involved in the issue of the Bonds has an interest, including a conflict of interests, material to the issue of the Bonds.
16. The yield in respect of the 2026 Bonds, calculated at the Issue Date on the basis of the issue price of the 2026 Bonds and assuming that no Premium Payment Amount is paid in accordance with Condition 5.1 (Terms and Conditions of the 2026 Bonds), is 0.901 per cent. *per annum*. It is not an indication of future yield.

Upon the occurrence of a Sustainability Trigger Event:

- (a) if a Premium Payment Amount equal to 0.375 per cent. of the principal amount of the 2026 Bonds is applied in accordance with Condition 5.1 (Terms and Conditions of the 2026 Bonds), the yield in respect of the 2026 Bonds, being calculated at the Issue Date on the basis of the issue price of the 2026 Bonds, would be 0.987 per cent. *per annum*; or
- (b) if a Premium Payment Amount equal to 0.250 per cent. of the principal amount of the 2026 Bonds is applied in accordance with Condition 5.1 (Terms and Conditions of the 2026 Bonds), the yield in respect of the 2026 Bonds, being calculated at the Issue Date on the basis of the issue price of the 2026 Bonds, would be 0.958 per cent. *per annum*; or
- (c) if a Premium Payment Amount equal to 0.125 per cent. of the principal amount of the 2026 Bonds is applied in accordance with Condition 5.1 (Terms and Conditions of the 2026 Bonds), the yield in respect of the 2026 Bonds, being calculated at the Issue Date on the basis of the issue price of the 2026 Bonds, would be 0.929 per cent. *per annum*.

None of (a), (b), or (c) is an indication of future yield. Investors shall take into consideration such yield very carefully given the uncertainty of occurrence of a Sustainability Trigger Event.

The yield in respect of the 2024 Bonds, calculated at the Issue Date on the basis of the issue price of the 2024 Bonds is 0.454 per cent. *per annum*. It is not an indication of future yield.

17. In connection with the issue of the Bonds, BNP Paribas (the "**Stabilising Manager**") (or any person acting on behalf of the Stabilising Manager) may over-allot Bonds or effect transactions with a view to supporting the market price of the Bonds at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Bonds is made and, if begun, may cease at any time, but it must end no later than the earlier of thirty (30) calendar days after the Issue Date and sixty (60) calendar days after the date of the allotment of the Bonds. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager (or any person acting on behalf of the Stabilising Manager) to the extent and in accordance with all applicable laws and regulations. The Issuer confirms the appointment of BNP Paribas as the central point responsible for adequate public disclosure of information, and handling any request from a competent authority, in accordance with Article 6(5) of Commission Delegated Regulation (EU) 2016/1052 of 8 March 2016 with regard to regulatory technical standards for the conditions applicable to buy-back programmes and stabilisation measures.
18. Certain of the Managers (as defined under "Subscription and Sale" above) and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for

their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Managers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Bonds. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

19. The Issuer's long-term debt is rated Aa1 (stable outlook) by Moody's and AA (stable outlook) by S&P. The Bonds have been rated Aa1 by Moody's and AA by S&P. Each of Moody's and S&P is established in the European Union, registered under Regulation (EC) No. 1060/2009, as amended (the "**CRA Regulation**") and included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation. The ratings Moody's and S&P have given to the Issuer's long-term debt and the Bonds are endorsed by Moody's Investors Service Ltd and S&P Global Ratings UK Limited, which are established in the United Kingdom and registered under Regulation (EU) No 1060/2009 on credit rating agencies as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") as of the date of this Prospectus. According to Moody's' rating scale, an obligation rated "Aa1" is considered to be of high quality and is subject to very low credit risk. According to S&P's rating scale, an obligation rated "AA" differs from the highest-rated obligations only to a small degree. The obligor's capacity to meet its financial commitment on the obligation is very strong.
20. Amounts payable under the 2024 Floating Rate Bonds will be calculated by reference to EURIBOR which is provided by the European Money Markets Institute ("**EMMI**"). As at the date of this Prospectus, the EMMI appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the EU Benchmarks Regulation.

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS

The Issuer hereby certifies that the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

L'Oréal

14 rue Royale
75008, Paris
France

Duly represented by Christophe Babule, Group Chief Financial Officer (*Directeur Général Administration et Finances*)
signed in Paris
dated 25 March 2022



This Prospectus has been approved by the AMF, in its capacity as competent authority under Regulation (EU) 2017/1129, as amended.

The AMF has approved this Prospectus after having verified that the information it contains is complete, coherent and comprehensible within the meaning of Regulation (EU) 2017/1129, as amended.

This approval is not a favourable opinion on the Issuer and on the quality of the Bonds described in this Prospectus. Investors should make their own assessment of the opportunity to invest in such Bonds.

This Prospectus has been approved on 25 March 2022 and is valid until the date of admission of the Bonds to trading on Euronext Paris and shall, during this period and in accordance with the provisions of article 23 of the Regulation (EU) 2017/1129, as amended, be completed by a supplement to the Prospectus in the event of new material facts or substantial errors or inaccuracies.

This Prospectus obtained the following approval number: n°22-070.



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