

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

Last name: First name:

HOLDER B:

Last name: First name:

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

Last name: First name:

HOLDER B:

Last name: First name:

HOLDER C:

Last name: First name:

HOLDER D:

Last name: First name:

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

Last name: First name: Capacity: Bare owner

HOLDER B:

Last name: First name: Capacity: Beneficial owner

HOLDER C:

Last name: First name: Capacity:

HOLDER D:

Last name: First name: Capacity:

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

- A photocopy of the front and back of a valid identity document (identity card or passport)
- A photocopy of proof of domicile (an electricity, water, gas or telephone invoice less than 3 months old)
- A bank identity statement (RIB), postal identity statement (RIP) or Caisse d'Epargne identity statement (RICE) for the bank accounts opened in an establishment domiciled in France or an IBAN or the BIC code and the account number for the bank accounts opened abroad
- The supporting documents of the restriction to the capacity of the adult (copy of the judicial decision pronounced by the competent Guardianship Judge, extract from the birth certificate of the HOLDER stating, if need be, the registration in the Civil Register and photocopy of the front and back of the identity card of the appointed representative) or of the minor (extract from the birth certificate and copy of the judicial decision of the Guardianship Judge or deliberation of the Family Council organising the guardianship).

Company:

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

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

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

Signed in: on, in duplicate.

Signature of the account HOLDER and of his eventual legal representatives, preceded by the last name, first name and capacity*(In the event of a joint account, account of an undivided estate, or split account, the signature of all of the co-HOLDERS is required)*

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

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

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

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

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

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

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

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

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

The HOLDERS declare that:

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

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

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

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

4 - Confidentiality & Banking Secrecy

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

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

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

5 – IT & Freedom

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

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

6 - Liability

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

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

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

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

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

7 - Information of the HOLDER(s)

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

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

8 - Receipt of the documents by e-mail

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

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

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

10 - Term

This Agreement is concluded for an indefinite term.

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

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

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

11 - Invalidity – Non-invocability

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

12 - Absence of waiver

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

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

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

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

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

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

14 – Governing law & attribution of jurisdiction

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

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

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

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

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

Article 1. Quote

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

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

Article 2. Classification of the customers

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

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

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

Article 3. Execution policy for the orders

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

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

Article 4. Processing of the purchase or sale transactions

Article 4.1. Purchase or sale transactions

4.1.1 Recipient of the order

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

- by letter to the following address:
BNP Paribas Securities Services
Grands Moulins de Pantin – Issuers Services
Shareholders Relations Lagardère
9, rue du Débarcadère
93761 PANTIN CEDEX
FRANCE
- by fax to the following number: +33 (0)1 55 77 34 17

4.1.2 Transmission time

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

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

4.1.3 Types of orders available

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

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

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

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

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

- **"At a price limited to €.....":**

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

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

4.1.4 Documents and information to provide

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

The order must obligatorily contain the following information:

- the identity of the shareholder: last name, first name, postal address, date of birth and shareholder number;
- the characteristics of the order: name of the security to trade, direction of the trade (purchase or sale), quantity of shares, (in figures and in letters), limit of the order and validity date;
- signature of the shareholder;
- for a purchase order, the shareholder must imperatively have sent beforehand a statement (RIB), postal bank statement (RIP) or Caisse d'Épargne bank statement (RICE) corresponding to a bank account opened in a financial institution domiciled in France and imperatively supplemented by the debit authorisation annexed to this document;
- for a sale order, the shareholder must imperatively have sent beforehand a statement (RIB), postal bank statement (RIP) or Caisse d'Épargne bank statement (RICE) for bank accounts opened in a financial institution domiciled in France or an IBAN /BIC code + account number for bank accounts opened abroad;

- for orders transmitted on behalf of a minor, it is necessary to annex obligatorily in addition to the above documents, a photocopy of the front and the back of an identity document (identity card or passport) and a photocopy of proof of tax domicile (electricity receipt or telephone invoice) as well as the agreement of the 2 parents or, failing this, that of the Guardianship Judge (in the event of pure and simple administration or of administration under supervision) or that of the Family Council (in the event of trusteeship);
- for orders transmitted on behalf of a protected adult, it is necessary to annex obligatorily in addition to the above documents, a photocopy of the front and back of an identity document (identity card or passport) of the legal representative. Furthermore, for each sale or purchase order transmitted to BNP Paribas Securities Services, the authorisation of the guardian to proceed with this purchase and this sale, in the event of guardianship, or the authorisation of the Family Council to proceed with this purchase or this sale in the event of trusteeship shall be required;

4.1.5 Processing of a purchase transaction

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

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

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

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

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

4.1.6 Processing of a sale transaction

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

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

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

4.1.7 Order at a limited price and payment of the dividend

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

4.1.8 Payment default

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

Article 4.2. Documents sent to the shareholder

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

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

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

Article 5. Charges

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

- Preferential brokerage rate: 0.65% up to € 90 000, 0.43 % from € 90 000.01 to € 165 000,00, 0.325% from € 165 000,01 to € 330 000,00, and 0.215 % beyond 330 000, 01 (with a minimum of € 7.32).

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

Article 6. Validity of the order

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

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