

**Groupe
L'OCCITANE**
L'OCCITANE HOLDING S.A.
49, Boulevard Prince Henri L-1724 Luxembourg
R.C.S. Luxembourg: B286921
(Incorporated under the laws of Luxembourg
with limited liability)

**Groupe
L'OCCITANE**
L'OCCITANE INTERNATIONAL S.A.
49, Boulevard Prince Henri L-1724 Luxembourg
R.C.S. Luxembourg: B80359
(Incorporated under the laws of Luxembourg
with limited liability)
(Stock code: 973)

VESTED OPTION OFFER ACCEPTANCE FORM

Reference is made to the Composite Document dated 2 July 2024 (“**Composite Document**”) issued by L’Occitane International S.A. (the “**Company**”) and L’Occitane Holding S.A. (“**Offeror**”). Unless otherwise defined, capitalised terms used in this Form shall have the same meanings as those defined in the Composite Document. This Form should be read together with the Composite Document.

THIS FORM IS FOR ACCEPTANCE OF THE VESTED OPTION OFFER.

HOW TO COMPLETE THIS FORM

1. Please complete this Form and return this in the following manner **by 4:00 p.m. (Hong Kong time) on Tuesday, 23 July 2024** (or such later date as may be notified in a joint announcement issued by the Company and Offeror on the website of the Hong Kong Exchanges and Clearing Limited) (the “**Acceptance Time**”):

Attention:	c/o L’Occitane Holding S.A./L’Occitane International S.A.	
Subject:	Vested Option Offer — Acceptance Form	
Email:	Please return this Form by email:	longtermincentives@loccitane.com

By signing and delivering this Form, you hereby accept the Vested Share Offer and agree to the cancellation of your Vested Options on the terms and conditions set out in the Composite Document.

REPRESENTATIONS BY VESTED OPTION HOLDER:

2. You hereby represent, warrant and agree (as the case may be) to Offeror and the Company that:
- (a) you are a Vested Option Holder;
 - (b) except as indicated in (c) below, you give your irrevocable instruction and authority to Offeror, the Company, J.P. Morgan and/or their respective agent(s) to transmit the Award Cancellation Price for your Vested Options by wire transfer into your designated bank account on file with the Company in accordance with the terms set out in the Composite Document.
 - (c) in the event that you elect payment of the Award Cancellation Price for your Vested Options by way of cheque denominated in Hong Kong dollars, your irrevocable instruction and authority to Offeror, the Company, J.P. Morgan and/or their respective agent(s) to send a cheque crossed “*Not negotiable — account payee only*” drawn in your favour for the Award Cancellation Price to which you shall have become entitled under the terms of the Vested Option Offer, by ordinary post at your own risk to the person named at the address stated below or, if no name and address is stated below, to you at the mailing address recorded on file with the Company as soon as possible in accordance with the terms and conditions set out in the section headed “Letter from J.P. Morgan and Offeror — Part C. Vested Option Offer — Details of the Vested Option Offer” in the Composite Document;

	<i>I elect to receive the Award Cancellation Price for my Vested Options by way of cheque denominated in Hong Kong dollars.</i>
Please use BLOCK CAPITAL LETTERS in English	
Name:	
Address:	

Please note: In choosing cheque as the means of receiving the payment, please be reminded that banks in your country of residence may or may not accept cheques denominated in Hong Kong dollars, which means that you may not be able to cash the cheque. If you choose cheque as the means of receiving payment, the cheque will be mailed to you by ordinary post at your own risk.

- (d) you give your undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to effect the Vested Option Offer with respect to your Vested Options in accordance with the terms and conditions set out in the Composite Document;
- (e) you agree to ratify each and every act or thing which may be done or effected by Offeror, the Company and J.P. Morgan and/or their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein; and
- (f) you agree that any information provided in this Form is voluntary and you acknowledge and agree that this Form and/or the information contained therein may be disclosed and transferred to such parties as further set out in the Personal Information Collection Statement below.

OTHER INFORMATION

- 3. Assuming the Share Offer becomes or is declared unconditional in all respects, unless you have duly and validly completed this Form to accept the Vested Option Offer, your Vested Option(s) will automatically and immediately lapse on the date immediately following the Offer Closing Date.
- 4. Offeror, the Company and J.P. Morgan may use reasonable endeavours to contact the relevant Vested Option Holder if they are aware of any clerical error in this Form which has been delivered in the manner set out in paragraph 1 of this Form, with a view to the Vested Option Holder correcting the same before the Acceptance Time. None of Offeror, the Company, J.P. Morgan, or any of their advisers or agents will be responsible for a Vested Option Holder's failure in making a valid acceptance of the Vested Option Offer.
- 5. None of Offeror, the Company or J.P. Morgan is obliged to return this Form to the Vested Option Holder or give notice to any Vested Option Holder of any such irregularities found in this Form or rejection thereof and each of them hereby disclaims any and all liabilities arising from exercising or not exercising its discretion as aforementioned or giving or not giving such notification.
- 6. No acknowledgement of receipt of this Form (or any other form required to be delivered to Offeror, the Company, J.P. Morgan) will be given to you.
- 7. This Form should be completed in **BLOCK CAPITAL LETTERS IN ENGLISH** (unless otherwise directed).
- 8. **Any alteration to this Form must be signed by the Vested Option Holder.**
- 9. This Form is governed by and construed in accordance with the laws of Grand Duchy of Luxembourg.

PART 1: VESTED OPTION HOLDER DETAILS

1. Name (English):	
2. Name (Chinese) (if applicable):	
3. Employee number:	
4. Contact telephone number (including country and area codes):	
5. Mailing address:	
6. Email address:	

PART 2: DETAILS OF VESTED OPTIONS

7. Acceptance:	<i>With reference to the Vested Option Offer contained in the Composite Document, I hereby accept the Vested Option Offer on the terms and conditions set out in the Composite Document and this Form with respect to my Vested Options as set out below:</i>		
	Please tick:	Exercise Price	
		Number of Vested Options (please fill)	
		HK\$14.50 exercise price	
		HK\$15.16 exercise price	

PART 3: SIGNATURE

In order to be effective, this Form must be signed personally by the Vested Option Holder.

SIGNATURE OF VESTED OPTION HOLDER

Date:

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of Offeror, the Company, J.P. Morgan and the Hong Kong Share Registrar in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”).

1. Reasons for the collection of the personal data

You must provide the personal data requested. Any failure to supply the requested data may result in the processing of your acceptance being rejected or delayed.

2. Purposes

The personal data which you provide in this Form may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification of compliance with the terms and procedures set out in this Form and the Composite Document;
- establishing your entitlements under the Vested Option Offer;
- conducting signature verifications and any other verification of the information you provide;
- effecting the Vested Option Offer;
- distributing notices and communications to you from Offeror, the Company, and/or appointed trustees or their respective agents, officers and advisers;
- compiling statistical information relating to Award Holders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise), including to the Stock Exchange, the SFC and applicable regulatory or governmental bodies, and otherwise to comply with any legal obligation to which any of Offeror, the Company, J.P. Morgan, and/or appointed trustees (as applicable) is subject;
- disclosing and otherwise using relevant information to facilitate claims or bring or defend legal proceedings, or establishing, exercising or defending of legal entitlements by Offeror, the Company, J.P. Morgan, and/or appointed trustees including for the purpose of obtaining related legal advice; and
- any other incidental or associated purposes relating to the above, and the Offers, to enable Offeror and/or the Company to discharge their obligations to the Shareholders and Award Holders and/or any applicable regulatory or governmental bodies and any other purposes to which the Shareholders or Award Holders may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form will be kept confidential but Offeror and/or the Company may, to the extent necessary for achieving the purposes above or any of them, disclose and transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- Offeror, the Company, J.P. Morgan, appointed trustees and/or their agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, payment, logistical, brokerage, securities or other services to Offeror, the Company, J.P. Morgan, and/or appointed trustees;
- the Stock Exchange, the SFC and any applicable regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bank managers, solicitors, accountants, licensed securities dealers or registered institutions in securities, or otherwise ask us to communicate with; and
- any other persons or institutions whom Offeror, the Company, J.P. Morgan, and/or appointed trustees considers to be necessary or desirable in connection with any of the above purposes.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether Offeror, the Company and/or J.P. Morgan hold your personal data, to obtain a copy of that data and to correct any data that is incorrect. In accordance with the Ordinance, Offeror, the Company and/or J.P. Morgan have the right to charge a reasonable fee for the processing of any data access requests.

All requests for access to data, correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Data Protection Officer of Offeror, the Company and/or J.P. Morgan (as the case may be) at the respective addresses provided in the Composite Document.

BY SIGNING THIS FORM, YOU AGREE TO ALL OF THE ABOVE