
Terms and Conditions of Reservations

I, the undersigned, hereby direct the Custodial Bank or an affiliate of Schneider Electric SA (as determined by Schneider Electric SA) to subscribe on my behalf to purchase shares of Schneider Electric SA (the "Company"), in accordance with my reservation under the Schneider Electric 2009 Employee Share Plan (the "Plan"). I acknowledge that the subscription price will be communicated at a later date. My reservation is for the maximum number of shares that may be purchased with my payment indicated in my reservation.

- **I accept the representations and warranties set forth in these Terms and Conditions.**
- I have read the information in the U.S. Employee Guide and U.S. Supplement provided to me. The Company also has delivered its 2008 financial statements and a discussion of risks.
- I understand that the total amount of my payment for shares under the Plan may not exceed 25% of my eligible pay as defined in the U.S. Employee Guide. In addition, regardless of any other limit, I understand that my reservation under the Leveraged Offer may not exceed the lesser of 2.5% of my eligible pay or \$4,000. If my reservation results in a total investment that exceeds these limits, or if the Plan is over-subscribed, I agree that my reservation will be reduced accordingly.
- I understand that I may cancel my reservation in its entirety (under both Offers) during the Cancellation Period (June 3 – June 9, 2009) if I cancel my reservation in the on-line reservation tool no later than 5 p.m. Central Time on June 9, 2009. **If I have not cancelled by that time and I remain eligible to participate in the Plan on June 9, 2009, this reservation will be a final and irrevocable subscription.**
- I acknowledge that I am executing this reservation direction by so indicating in the on-line reservation tool made available to me. I understand and agree that my electronic signature on the on-line reservation tool shall be fully accepted by all parties and persons, for all purpose, as my original signature.

Representations and warranties

- I have been informed of the conditions required to participate in the Plan and I declare that I am an employee of a company participating in the 2009 Employee Share Plan and have been employed for at least 3 months within Schneider Electric on the closing date of the offering (i.e. June 9, 2009).
- I recognize that this reservation, to be valid, must be confirmed on-line no later than the end of the Reservation Period (March 25 – April 21, 2009), and that it will result in my participation in the Plan. The amount invested will be allocated to purchase shares through the Plan.
- I understand that, if I do not cancel my order between June 3 and June 9, 2009, via the on-line reservation tool, shares will be subscribed in my name under the Plan, up to the amount that I indicate in the on-line reservation tool, and I will be legally obliged to pay for these shares.
- I have noted that the subscription price will be set by the Management Board of Schneider Electric SA, and will be equal to 85% of the average opening prices for the 20 stock market trading sessions preceding this decision, which is expected to be made on June 2, 2009. The subscription price will be communicated to participants at or before the opening of the Cancellation Period (June 3, 2009).

- I understand that the number of shares that will be allocated to me in relation to the amount indicated in my reservation, may be reduced in the event of over-subscription on the basis of the rules set forth in the U.S. Employee Guide and U.S. Supplement provided to me. In such a case, I agree that my subscription will be reduced as provided under the terms of the Plan. I also understand that shares will only be allocated in whole numbers. If the amount of my investment does not result in a whole number of shares, the amount will be rounded down to the nearest whole number.
- I understand that by subscribing under the Plan, I accept and agree to the rules of the Schneider Electric Group Savings Plan available to me on the Schneider Electric global intranet site. I also understand that, because my subscription is being executed within the Plan, I may not direct the sale of my shares until after June 30, 2014, except in an Early Exit Event as described in the U.S. Supplement.
- I understand that shares must be purchased through an interest-free employer loan to be repaid by payroll deduction (up to the limits specified in the U.S. Payment Policy which has been provided to me), through a personal payment by cashier's check of the entire amount owed for my subscription, or through an employer loan plus a personal payment by cashier's check of an excess amount as described in the U.S. Payment Policy.
- I understand that if my subscription request, comprising my on-line Reservation of Shares and Payroll Deduction Agreement, is incomplete, indecipherable or unconfirmed and cannot be corrected in time, my subscription order cannot be executed.
- With respect to the Leveraged Offer, I acknowledge that I have been informed that:
 - For my investment in the Leveraged Offer, I am waiving and transferring to the bank, in consideration for the additional bank payment and the guarantee from which I will benefit in the 2009 Offer, a portion of the appreciation of the Schneider Electric SA shares subscribed on my behalf, the equivalent value of the 15% discount and the dividends and any other income from these shares; a more complete description of the Leveraged Offer is provided in the U.S. Supplement which I have received.
 - I have read and understand the provisions of the U.S. Employee Guide and the U.S. Supplement relating to the Promissory Note and agree to be bound by the terms of the Promissory Note and by the terms and conditions of my on-line Reservation of Shares and the Plan, as set forth in the U.S. Employee Guide and U.S. Supplement. I appoint Schneider Electric Holdings, Inc. ("SEHI"), acting through any duly authorized officer or agent, as my agent, attorney-in-fact, and proxy for the purpose of executing the Promissory Note on my behalf, and taking any and all actions necessary or appropriate to create and perfect any security interest in my shares to secure my obligation under the Promissory Note, in accordance with applicable law, including entering into agreements with a Custodial Bank relating to the holding and control of my shares pursuant to the Plan. I understand and agree that my shares will be held by the Custodial Bank together with shares acquired by other participants in the Plan and subject to a security interest in favor of the Bank making the additional bank payment. I acknowledge that execution of the Promissory Note and other agreements by SEHI on my behalf will result in a contract binding on me as if I had signed the Promissory Note and agreements personally. I acknowledge further that by executing the Promissory Note and such other agreements on my behalf in accordance with my instructions, SEHI will act only in the capacity of my agent and will not become a party to the Promissory Note or such other agreements and will incur no liability or obligation to me or to any other person.

Protection of personal information

I agree that the information contained in my on-line Reservation of Shares will be used in the processing of data by my Employer and third party or parties involved in the administration of the Plan, and transferred to France, to comply with legal obligations. I have noted that I will have a right to access, modify and correct any of my personal information by writing to my local human resources department.