

Press Release

Mandatory disclosure concerning the remuneration of corporate officers

Paris, March 5, 2008

On 3 March 2009, Sperian Protection announced the appointment of Brice de La Morandière as Chief Executive Office. This announcement brings to an end the transition phase that the company announced in August 2008 to prepare the succession of Henri-Dominique Petit as Chief Executive Office Board. Henri-Dominique Petit remains Chairman of the Board of Directors of Sperian Protection SA.

In accordance with the AFEP-MEDEF Corporate Governance Code, which the Board of Directors adopted at its meeting on 12 December 2008, Sperian Protection SA is publishing all the potential or definitive items of remuneration of each of the Company's corporate officers in respect of the current fiscal year, as decided by the Board of Directors on 3 March 2009.

The remuneration of Mr. Henri-Dominique Petit

(a) Direct and indirect remuneration

- For the first four months of 2009, the Board has decided that the overall monthly remuneration paid to Mr. Henri-Dominique Petit will be equal to the fixed monthly remuneration that he received in 2008, plus the amount of his target-based variable remuneration paid pro rata, namely total remuneration for the first four months of €304,000.

- With effect from May 1, 2009, Mr. Petit's overall, fixed remuneration in respect of his duties as Chairman of the Board of Directors will be €228,000, payable in 12 monthly instalments, so that he will receive a total of €152,000 for the year 2009. Mr. Petit will not receive any variable remuneration.

- Mr. Petit will no longer be allocated stock options and performance shares in his capacity as Chairman of the Board of Directors.

(b) Payments capable of becoming due:

- Mr. Petit will be entitled to contractual severance or termination compensation in the event that the Company terminates his term of office as a result of a change of control or of strategy within a period of 12 months of the occurrence of such an event. In such circumstances, Mr. Petit will receive, by way of compensation, a lump sum equal to 12 months' of the remuneration received by him in his capacity as Chairman of the Board of Directors. In all cases, this contractual compensation will be subject to the following performance conditions:

- Measurement of performance: Mr. Petit's average performance over the 3 calendar years preceding his departure. Performance will be measured by the level of achievement of the annual targets set by the Board of Directors that were used for the calculation of his variable annual remuneration during his term of office as Chairman and Chief Executive Officer; in subsequent years, performance will be measured by the level of achievement of the annual targets set by the Board of Directors that are used for the calculation of the Chief Executive Officer's variable annual remuneration. The Board of Directors must expressly decide whether or not such performance has been achieved, within 2 months of the date on which Mr. Petit ceases to hold office as Chairman of the Board of Directors.

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- Performance conditions: in the event of an average level of performance of between 50% and 100% or more, the compensation will be paid strictly in proportion to such performance (e.g. if the level of performance is 90%, 90% of the amount of the compensation will be paid). In the event of a level of performance of less than 50%, no compensation will be paid.

The compensation will be paid within sixty days of the date on which the Board of Directors formally records that the performance conditions to which payment of the compensation is subject have been met.

The remuneration of Mr. Brice de la Morandière

(a) Fixed and variable remuneration

- Gross fixed annual remuneration of €460,000 payable in 12 monthly instalments.

- In the context of the Company's policy towards its management executives, variable annual remuneration paid in one lump sum during the first quarter of the following year. If targets are met, this may amount to 60% of gross fixed annual remuneration, and, if maximum targets are met, to 120%. The practicalities of this variable remuneration (particularly targets to be achieved) will be proposed annually by the Remuneration Committee. For the fiscal year 2009 payable in 2010, the criteria used are organic growth and free cash flow which will count for 75% of the target set for the executive committee and service level and innovation for the remaining 25%.

(b) Other items of remuneration

- The Company will take out special corporate officers' unemployment insurance for the benefit of the Chief Executive Officer ("Garantie Sociale des Chefs d'entreprise (GSC)", basic regime, period of cover 24 months), and will pay the cost thereof. This benefit is a benefit in kind subject to social security contributions.

- The Company has entered into a group funded pension plan for all its executives resident in France (known as an Article 83 contract); Mr. de La Morandière will continue to have the benefit of this contract on terms identical to those from which he benefited as an employee. The Company does not offer its management executives any additional pension.

(c) Stock options and performance shares

Stock options and performance shares allocated to Mr. de La Morandière in respect of the year 2009 will be the subject of a press release at the time of their allocation, expected during the second half of 2009.

(b) Payments capable of becoming due:

- Severance pay. Mr. de La Morandière will be entitled to contractual severance or termination compensation in the event that the company terminates his term of office as a result of a change of control or of strategy within a period of 12 months of the occurrence of such an event. In such circumstances, Mr. de La Morandière will receive, by way of compensation, a lump sum equal to 15 months' of his total remuneration (fixed and variable remuneration with targets achieved).

No compensation will be due in the event of gross or serious misconduct, resignation, or departure to assert his pension rights.

In all cases, the contractual compensation will be subject to the following performance conditions:

- Measure of performance: Mr. de La Morandière's average performance over the 3 calendar years preceding his departure in respect of which results have been published. In the event that this clause should apply during the 3 years following the appointment of Mr. de la Morandière as Chief Executive

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Officer, the 3 years preceding his appointment in respect of which results have been published will be used as the reference years for the calculation of this average. Performance will be measured by the level of achievement of the annual targets set by the Board of Directors that are used for the calculation of variable annual remuneration. The Board of Directors must expressly decide whether or not such performance has been achieved, within two months of the date on which Mr. de La Morandière ceases to hold office.

- Performance conditions : in the event of an average level of performance of between 50% and 100% or more, the compensation will be paid strictly in proportion to such performance (e.g. if the level of performance is 90%, 90% of the amount of the compensation will be paid). In the event of a level of performance of less than 50%, no compensation will be paid. The compensation will be paid within sixty days of the date on which the Board of Directors formally records that the performance conditions to which payment of the compensation is subject have been met.

- Non-competition clause. Having regard to the importance of the functions and confidential information entrusted to him, and to his long experience in the industry, Mr. de La Morandière undertakes, for a period of eighteen months with effect from the termination of his term of office for any reason whatever, not to participate in or acquire or own any interest, whether directly or indirectly and in any capacity or position whatever (as corporate officer, director, shareholder, partner, investor, employee, consultant or otherwise), in any company in competition with the Company or with another company affiliated with the Company, regardless of where the competing company is established in the world and regardless of whether he was approached by the competing company.

In consideration of this undertaking Mr. de La Morandière will, upon the termination of his term of office for any reason whatever, receive a monthly payment equal to nine months' of his total annual remuneration (fixed and variable remuneration with targets achieved). In the event of termination of Mr. de La Morandière's term of office on his own initiative, or in the event of his retirement, the Company may waive this non-competition clause and discharge its obligation to make the monthly payment to Mr. de La Morandière by informing him of its decision within a period of two months of the date of termination of his corporate office.

The remuneration of Mr. Philippe Bacou

Mr. Philippe Bacou will receive an annual sum of €30,000 by way of remuneration in respect of his duties as Deputy Chief Executive Officer.

About Sperian Protection

With about 6000 employees worldwide, Sperian Protection is resolutely geared towards international markets.

The world leader in personal protective equipment (hearing, eye, respiratory and fall protection, gloves, clothing and footwear), the Group offers innovative products adapted to high-risk environments so that workers in the manufacturing and services industries can work with confidence.

Sperian Protection is listed on Euronext's Eurolist and on the SBF120. It is eligible for the SRD deferred settlement system.

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