

## DASSAULT SYSTEMES

*Société anonyme* with a registered capital of 117 866 151 euros  
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PUBLICATION PURSUANT TO ARTICLES L.225-42-1 AND R.225-34-1 OF THE FRENCH COMMERCIAL CODE AS THEY RESULT FROM THE FRENCH LAW DATED 21 AUGUST 2007 ON LABOUR, EMPLOYMENT AND PURCHASING POWER

In order to take into account the recommendations of the French Corporate Governance Code by the AFEP and the MEDEF dated December 2008, the DS Board of Directors has decided to revise the conditions for payment of the indemnity to the CEO in case of dismissal. On 27 March 2009, and in compliance with the recommendations of the Compensation Committee, the Board has specified the conditions under which the indemnity would be due, and thus made them more restrictive.

The amount of the indemnity due shall not exceed two years of compensation and shall be contingent upon the satisfaction of the performance conditions which have been determined for the calculation of the variable part of this compensation. The amount to be paid would be calculated according to the ratio of the variable compensation which was paid during the 3 years preceding termination as compared to the target variable compensation for these same years. The amount due would be calculated as follows:

- total amount of gross compensation (including variable portions but excluding benefits in kind and directors' fees) due for his functions as CEO for the two completed fiscal years preceding the date of departure,
- multiplied by the ratio (i) of variable compensation which had been paid to the CEO during the 3 completed fiscal years preceding the date of departure (ii) as compared to the target variable compensation determined for each of these years by the Board depending on the realization of the objectives determined for the Company.

The indemnity may be paid only in case of a change of control or of a change in strategy, duly acknowledged by the Board of directors, which results in an imposed departure ("*départ contraint*") of the CEO in the 12 months thereafter. It may also be paid if the CEO leaves the company and if this departure is not related to bad results of the company or to a management fault by the CEO, it being specified that the Board may then decide to grant all or part of the indemnity.

The indemnity shall not be due if the CEO elects to leave the company to hold a new position elsewhere, or if he is assigned to another position within the same group or if he is able to benefit shortly thereafter from his pension rights.

The Board may consider that the indemnity will not be due in the event of exceptional circumstances seriously damaging the image or results of the Company and significantly reducing, in the opinion of the Board, the market price of the Company's shares, or in the event of misconduct of the CEO other than in connection with his corporate functions (*faute séparable* as defined under French law) and incompatible with the normal exercise of his responsibilities as CEO.