

Share Deposit Regulations for the Custody of Nestlé S.A. Shares

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1. General

Nestlé S.A. („the Company“) offers its shareholders the opportunity to hold shares in Nestlé S.A. („Share(s)“), acquired for their own account and registered in the share register in their own name, in share deposit accounts („Share Deposit Account(s)“) opened for this purpose. The Share Deposit Accounts shall be subject to the following rules:

1.1 Parties to this agreement

The parties to this agreement are the Company and the shareholder making use of the opportunity to have his Shares held in safe custody by the Company („the Depositor“).

1.2 Management of the Share Deposit Accounts

The Company may delegate the management of this agreement to a third party.

1.3 Scope of application

These Share Deposit Regulations shall apply exclusively to the Nestlé S.A. Shares deposited in the Share Deposit Account of the Company. The depositing of other securities is excluded.

1.4 Term/termination

This agreement established pursuant to the present Share Deposit Regulations is concluded for an undetermined period of time and shall not terminate upon the Depositor’s death, loss of capacity or bankruptcy.

This agreement may be terminated at any time unilaterally by the Depositor or by the Company or the third party entrusted by the Company with the management of the Share Deposit Accounts.

In the event of termination of this agreement, the Depositor shall provide instructions regarding the delivery of the Shares (bank

details, etc). The Share Deposit Account shall be closed following the delivery of the Shares.

1.5 Costs

The opening of the Share Deposit Account, the depositing of the Shares, the management of the Share Deposit Account and the production of the annual Share Deposit Account statement and the dividend statement are free of charge for the Depositor.

Other services, in particular account closure, are charged to the Depositor in accordance with the fees listed in the Appendix to these Share Deposit Regulations. The Company may change such charges at any time upon prior notification in writing to the Depositor, effective as from the following calendar month.

All other costs, such as any bank charges (e.g. delivery charges applied by the Depositor's bank), stock exchange fees and stamp duty on stock exchange transactions, etc are charged in full to the Depositor.

2. Opening a Share Deposit Account

2.1 Application for the opening of a Share Deposit Account

Anyone interested in opening a Share Deposit Account must submit an „Application for the opening of a Nestlé S.A. Share Deposit Account“. The application, completed in full and duly signed, must be submitted, together with proof of identification (officially certified copy of passport or identity card, extract from the commercial register), to Nestlé S.A., c/o SIX SAG Ltd, P.O. Box, CH-4609 Olten, Switzerland no later than the first deposit of Shares into the Share Deposit Account.

In submitting the application, the interested party authorises the Company and the third party entrusted by it with the management of the Share Deposit Accounts to carry out future transfers of the Shares deposited in accordance with the Depositor's instructions.

The application for the opening of a Share Deposit Account shall be deemed accepted if not rejected in writing within twenty (20) days after its receipt by the Company or the third party entrusted by it with the management of the Share Deposit Accounts. Refusal of the application becomes legally valid if sent to the address indicated on the application or, in the absence of such due to an error, to the last address recorded in the Company's share register.

The Company, or the third party entrusted by it with the management of the Share Deposit Accounts, reserves the express right, even after expiry of the 20-day period, to obtain further details from the Depositor or from third parties and to decline to follow the Depositor's instructions, if necessary for compliance with statutory regulations and the proper management of the Share Deposit Account.

Once the Share Deposit Account has been opened, the Depositor shall receive written confirmation notifying his individual Share Deposit Account number.

2.2 Shares not registered in the share register

The holding in safe custody of Shares which are not registered in the Company's share register is excluded.

2.3 Shares held by third parties

Shares held by a trustee/nominee for the account of a third party may not be deposited in the Company's Share Deposit Account.

The Depositor declares, respectively undertakes, having purchased, to hold and sell the deposited Shares in his own name and for his own account, and not to act on a trustee basis for any third party.

2.4 Multiple Share Deposit Accounts opened by a single person

The possibility of multiple Share Deposit Accounts being managed in the name of a single person is excluded.

2.5 Bank/postal account

For transacting dividend payments, the Depositor shall indicate a bank or postal account. The Depositor therefore undertakes to inform the Company or the third party entrusted by it with the management of the Share Deposit Accounts in writing of a bank or postal account on the „Application for the opening of a Nestlé S.A. Share Deposit Account“ as well as any later changes.

2.6. Changes of address

The Depositor undertakes to inform the Company or the third party entrusted by it with the management of the Share Deposit Accounts in writing of any later changes to his address of domicile/registered offices.

3. Deposits of Shares

3.1 Deposit from a securities deposit account held at a bank

Anyone interested must, after submitting an application for the opening of a Share Deposit Account in accordance with Article 2.1, instruct his bank in writing to deposit the required number of Shares into the Company's Share Deposit Account to be managed in his favour.

If the interested party is not registered in the Company's share register, it must instruct his bank to enter it in the Company's share register prior to depositing its Shares.

3.2 Deposit of Shares in the form of certificates

The interested party must, after applying to open a Share Deposit Account in accordance with Article 2.1, send the original certificates, together with the instruction to deposit the corresponding Shares into the Share Deposit Account in favour of the shareholder, by registered mail to Nestlé S.A., c/o SIX SAG Ltd, P.O. Box, CH-4609 Olten, Switzerland.

3.3 Deposit from stock exchange purchases

The interested party issues the purchase order directly to a bank of his choice, through the usual channels and under the usual conditions, with no intervention by or prior notification of the Company, and instructs the bank to register it in the Company's share register and to deposit the Shares to be hold in custody in its favour into the Company's Share Deposit Account.

4. Management of the Share Deposit Account

4.1 Custody of Shares

The Share Deposit Accounts are managed electronically, i.e. the Shares are managed without being represented by certificates.

4.2 Administrative operations

The Company or the third party entrusted by the Company with the management of the Share Deposit Accounts shall credit any dividend payments to the bank or postal account indicated by the Depositor. The Depositor shall receive by mail a statement of the dividend payments made, which shall, in particular, serve as an evidence for the refund of withholding tax.

With the exception of the dividend payment, it is the responsibility of the Depositor to undertake the necessary steps required to safeguard his rights.

4.3 Voting rights for deposited Shares

It is not possible to directly appoint the Company or the third party entrusted by the Company with the management of the Share Deposit Accounts to act as depositaries (représentants dépositaires) at a General Meeting in compliance with Art. 689d OR (Swiss Code of Obligations). The Depositor may, however, grant a proxy to vote to the

Company or the independent representative in accordance with the voting instructions received in the invitation to the General Meeting.

4.4 Notifications

At the beginning of the year, the Depositor receives a statement of Shares held on deposit at the end of the previous year. In addition, the Depositor also receives written notification of every movement within his Share Deposit Account, including indication of whether Shares were coming in or going out.

5 Withdrawals from the Share Deposit Account

5.1 Delivery of dematerialised Shares

The shareholder shall issue a delivery order in writing to the Company or to the third party entrusted by the Company with the management of the Share Deposit Accounts, stating the number of Shares to be transferred, the name and address of the custodian bank and the deposit account number at the bank concerned.

To allow for delivery from the Company's Share Deposit Account to a recipient bank abroad, the exact details of the recipient bank must be provided along with those of its correspondent bank in Switzerland.

5.2 Delivery of Shares in the form of certificates

The Depositor may request at any time the delivery of one or more certificates for the total number or a part of the Shares held in the Share Deposit Account. This delivery order must be issued in writing, stating the exact name and address of the beneficiary, and must be duly signed by the Depositor.

5.3 Stock exchange sale of Shares

The Depositor shall issue to the Company or the third party entrusted by the Company with the management of the Share Deposit Accounts a completed and duly signed „Sale of Nestlé S.A. shares“ order. The

Company, or the third party entrusted by it with the management of the Share Deposit Accounts, shall forward, on behalf of the Depositor, such stock exchange selling order for execution to one of the securities dealers designated by the Company.

The selling orders issued to the Company or to the third party entrusted by it with the management of the Share Deposit Accounts shall be restricted to cash transactions without a price limit (at-best orders).

The Company, or the third party entrusted by it with the management of the Share Deposit Accounts, shall ensure that stock exchange selling orders received by 9.30 a.m. or 2.30 p.m. Swiss time at the latest will be traded on the SIX Swiss Exchange during the next hour of trading.

The net proceeds of the sale, i.e. after deduction of the commission, stamp duties, the stock exchange fee and the transaction fee shall be credited to the Depositor's bank or postal account. Net proceeds of the sale shall be credited in accordance with the standard practices on SIX Swiss Exchange. Depending on the specific account instructions, additional value days may result. Any loss of interest arising therefrom shall be borne by the Depositor.

5.4 Transfer to another Depositor

The Depositor may instruct the Company or the third party entrusted by it with the management of the Share Deposit Accounts to transfer Shares to another Depositor. The order must be issued in writing, stating the exact number of Shares as well as the name and address of the Beneficiary.

5.5 Transfers due to inheritance

5.5.1 With executor

The executor (or equivalent recognised under Swiss law), duly identified by the competent authorities, may freely dispose of the Shares held on deposit by the deceased Depositor.

In case of sale of Shares on deposit, the provisions under Article 5.3 „Stock exchange sale of Shares“ shall apply analogously.

If the deposited Shares are acquired by new owners, the latter shall either complete an „Application for the opening of a Nestlé S.A. Share Deposit Account“ in their own name in accordance with Article 2.1 or indicate the custodian bank to which the Shares are to be delivered.

5.5.2 Without executor

The heirs/beneficiaries will have to identify themselves to the Company or the third party entrusted by it with the management of the Share Deposit Accounts by means of a certificate of inheritance (or an equivalent document as recognised under Swiss law).

They may jointly dispose of the Shares held on deposit in the name of the deceased Depositor, unless they appoint and duly authorise a representative, who must duly identify himself, to act on their behalf.

For the disposal of Shares on deposit, the provisions under Article 5.5.1 shall apply analogously.

6. Liability, place of jurisdiction, miscellaneous

6.1 Right of disposal

Until cancelled in writing, only those persons notified to the Company or the third party entrusted by it with the management of the Share Deposit Accounts on the application to open the Share Deposit Account and/or on a proxy shall be entitled to proceed to disposal.

6.2 Verifying signatures and proof of identity

The Company or the third party entrusted by it with the management of the Share Deposit Accounts shall carefully validate the signatures of the Depositors and their proxies. They shall not be required to carry out a more extensive check. The Company and the third party entrusted by it with the management of the Share Deposit Accounts shall not be liable for the consequences of forgeries and inadequate proof of identity that they have not recognised despite applying the usual care.

6.3 Liability

The Company and the third party entrusted by it with the management of the Share Deposit Accounts shall carefully carry out all their activities in connection with the management of the Share Deposit Accounts including the stock exchange sale of Shares. In these cases the Company and the third party entrusted by the Company with the management of the Share Deposit Accounts shall only be liable for damages that are clearly evidenced by the Depositor and have been caused by gross negligence of the Company or the third party entrusted by it with the management of the Share Deposit Accounts.

6.4 Transmission errors

Damages resulting from the use of mail, telephone, fax, e-mail or other types of transmission, namely arising from loss, delay, misunderstandings, mutilation, etc shall be borne by the Depositor, except if due to gross negligence of the Company or the third party entrusted by it with the management of the Share Deposit Accounts.

6.5 Communications

Communications by the Company or the third party entrusted by it with the management of the Share Deposit Accounts shall be deemed to have been validly sent if sent to the last address notified to the Company or the third party entrusted with the management of the Share Deposit Accounts.

6.6 Authorisation to pass on information

The Depositor authorises the Company to process and pass on his personal data to the third party entrusted with the management of the Share Deposit Accounts as well as to the securities dealer selling the Shares on the stock exchange on his behalf.

6.7 Amendments to the Share Deposit Regulations

The Company reserves the right to amend the terms of the present Share Deposit Regulations at any time. Amendments shall be notified to the Depositor in writing. The modified Share Deposit Regulations shall be deemed to be approved unless the Depositor objects in writing within one month upon notification. In case of rejection, the deposit agreement is deemed to be terminated at the date of refusal.

6.8 Applicable law and place of jurisdiction

Any suit, action, or proceedings arising out of or in connection with this agreement shall be governed by and construed in accordance with Swiss law. The place of jurisdiction shall be Zug, Switzerland.

This document is published in German, French and English. In case of inconsistencies in the French and English translations, the German original version shall prevail.