

## **Institutional Accredited Investor Global Certificate**

ISIN: XS2950594601

Common Code: 295059460

### **ATOS S.E.**

*(a European company ("société européenne") incorporated under the laws of France)*

### **EUR 802,261,354 GUARANTEED SENIOR SECURED NOTES DUE 2029**

Unconditionally and irrevocably guaranteed  
as to payment of principal, premium (if any) and interest by the Guarantors (as detailed in the Trust  
Deed)

**NEITHER THIS NOTE NOR ANY GUARANTEE IN RESPECT THEREOF HAS BEEN OR WILL BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND THE ISSUER HAS NOT BEEN NOR WILL BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE INVESTMENT COMPANY ACT) IN RELIANCE ON SECTION 3(C)(7) OF THE INVESTMENT COMPANY ACT AND ACCORDINGLY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT (1) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT (RULE 144A) TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (A QIB) WITHIN THE MEANING OF RULE 144A, PURCHASING FOR ITS OWN ACCOUNT OR THE ACCOUNT OF ONE OR MORE QIBs WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE OFFER, SALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, (2) IN AN OFFSHORE TRANSACTION TO A PERSON WHO IS NOT A U.S. PERSON WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT (REGULATION S) OR (3) IF IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) OR REGULATION D UNDER THE SECURITIES ACT) (AN IAI) AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER FROM IT OF THE CERTIFICATES REPRESENTED HEREBY OF THE RESALE RESTRICTIONS REFERRED TO ABOVE. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE OR EFFECT AND WILL BE VOID AB INITIO.**

**THE BENEFICIAL OWNER HEREOF HERBY ACKNOWLEDGES THAT IF AT ANY TIME WHILE IT HOLDS AN INTEREST IN THIS NOTE IT IS NOT A QIB, THE ISSUER MAY (A) COMPEL IT TO SELL ITS INTEREST IN THIS NOTE TO A PERSON WHO IS (I) A QIB THAT IS, IN EACH CASE, OTHERWISE QUALIFIED TO PURCHASE THE NOTES REPRESENTED HEREBY IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OR (II) NOT A U.S. PERSON IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S OR (B) COMPEL THE BENEFICIAL OWNER TO SELL ITS INTEREST IN THE NOTES REPRESENTED HEREBY TO THE ISSUER OR AN AFFILIATE OF THE ISSUER OR TRANSFER ITS INTEREST IN THIS NOTE TO A PERSON DESIGNATED BY OR ACCEPTABLE TO THE ISSUER AT A PRICE EQUAL TO THE LESSER OF (X) THE PURCHASE PRICE THEREFOR PAID BY THE BENEFICIAL OWNER, (Y) 100 PER CENT. OF THE PRINCIPAL AMOUNT THEREOF OR (Z) THE FAIR MARKET**

VALUE THEREOF. THE ISSUER HAS THE RIGHT TO REFUSE TO HONOUR A TRANSFER OF AN INTEREST IN THE NOTES REPRESENTED HEREBY TO A U.S. PERSON WHO IS NOT A QIB. THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT.

EACH INITIAL PURCHASER AND EACH SUBSEQUENT TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED TO HAVE ACKNOWLEDGED, REPRESENTED AND AGREED, BY ITS PURCHASE OR HOLDING OF THIS NOTE (OR ANY INTEREST HEREIN), THAT (A) IT IS NOT, AND IS NOT ACTING ON BEHALF OF, AND FOR SO LONG AS IT HOLDS THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF, (I) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (ERISA)), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (II) A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE CODE)), THAT IS SUBJECT TO SECTION 4975 OF THE CODE, (III) ANY ENTITY WHOSE UNDERLYING ASSETS COULD BE DEEMED TO INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN SUCH ENTITY (EACH OF THE FOREGOING, A PLAN) OR (IV) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (SIMILAR LAW), UNLESS UNDER THIS SUBSECTION (IV), ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY SIMILAR LAW OR SUBJECT THE ISSUER OR ANY TRANSACTIONS THEREBY TO ANY SUCH SIMILAR LAW, AND (B) IT WILL NOT SELL OR OTHERWISE TRANSFER THIS NOTE (OR ANY INTEREST HEREIN) TO ANY PERSON WITHOUT FIRST OBTAINING THE SAME FOREGOING REPRESENTATIONS AND WARRANTIES FROM THAT PERSON. NO PURCHASE BY OR TRANSFER TO A PLAN OF THIS NOTE, OR ANY INTEREST HEREIN, WILL BE EFFECTIVE, AND NEITHER THE TRUSTEE NOR THE ISSUER WILL RECOGNISE ANY SUCH ACQUISITION OR TRANSFER.

THE ISSUER MAY COMPEL EACH BENEFICIAL OWNER OF THE NOTES REPRESENTED HEREBY TO CERTIFY PERIODICALLY THAT SUCH BENEFICIAL OWNER IS A QIB.

This Certificate is an Institutional Accredited Investor Global Certificate in respect of EUR 0 Notes due 2029 (the "**Notes**") of Atos S.E. in its capacity as issuer (the "**Issuer**"). The Notes are constituted by and issued with the benefit of a Trust Deed dated 17 December 2024 as may be amended, supplemented, novated or restated from time to time (the "**Trust Deed**") between the Issuer, the Guarantors, the Security Providers and GLAS Trustees Limited (the "**Trustee**"). References herein to the Conditions (or to any particular numbered Condition) shall be to the Conditions (or that particular one of them) set out in Schedule 2 to the Trust Deed. Words and expressions defined in the Conditions shall bear the same meanings when used in this Institutional Accredited Investor Global Certificate. This Institutional Accredited Investor Global Certificate is issued subject to, and with the benefit of, the Conditions and the Trust Deed.

This Institutional Accredited Investor Global Certificate certifies that:

CCB Nominees Limited (the "**Registered Holder**")

is, at the date hereof, registered as the holder of the Notes represented by this Institutional Accredited Investor Global Certificate.

The aggregate outstanding principal amount from time to time of this Institutional Accredited Investor Global Certificate shall be EUR 0 or such other amount as shown by the latest entry duly made in the register (the "**Register**") maintained by GLAS Trust Company LLC as registrar (the "**Registrar**") and

kept at the specified office of the Registrar outside the United Kingdom (taking into account the amount of any other Institutional Accredited Investor Global Certificate(s) as shall at that time have the same ISIN number as this Institutional Accredited Investor Global Certificate).

The Issuer, subject to and in accordance with the Conditions and the Trust Deed, promises to pay to the Registered Holder hereof on 18 December, 2029 and/or on such earlier date(s) as all or any of the Notes represented by this Institutional Accredited Investor Global Certificate may become due and repayable in accordance with the Conditions and the Trust Deed, the amount payable under the Conditions in respect of such Notes on each such date and to pay interest (if any) on the principal amount of the Notes outstanding from time to time represented by this Institutional Accredited Investor Global Certificate calculated and payable as provided in the Conditions and the Trust Deed together with any other sums payable under the Conditions and the Trust Deed. At maturity, and prior to the payment of any amount due, the Registered Holder hereof shall surrender this Institutional Accredited Investor Global Certificate at the specified office of the Principal Paying Agent, all subject to and in accordance with the Conditions and the Trust Deed. Each payment will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment, where **Clearing System Business Day** means a day on which the Clearing System with which a Global Certificate is being held is open for business.

On any payment of interest or principal or other amounts being made in respect of any of the Notes represented by this Institutional Accredited Investor Global Certificate details of such payment shall be entered by or on behalf of the Issuer on the Register.

This Institutional Accredited Investor Global Certificate will be exchangeable (free of charge), in whole but not in part, for Institutional Accredited Investor Definitive Certificates only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that the Issuer has been notified that both Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**") have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor or alternative clearing system satisfactory to the Issuer is available.

The Issuer will promptly give notice to the Noteholders in accordance with Condition 18 (*Notices*) upon having actual knowledge or receiving express notice of the occurrence of an Exchange Event. In the event of an occurrence of an Exchange Event, Euroclear or Clearstream, Luxembourg,, acting on the instructions of any holder of an interest in this Institutional Accredited Investor Global Certificate may give notice to the Registrar requesting exchange and the Issuer may also give notice to the Registrar requesting exchange. Any exchange shall occur no later than 10 days after the date of receipt of the first relevant notice by the Registrar.

The aggregate principal amount of Institutional Accredited Investor Definitive Certificates issued upon exchange of this Institutional Accredited Investor Global Certificate will be equal to the aggregate outstanding principal amount of this Institutional Accredited Investor Global Certificate then most recently entered in the Register. On exchange of this Institutional Accredited Investor Global Certificate, this Institutional Accredited Investor Global Certificate shall be surrendered to the Registrar.

Until exchange of this Institutional Accredited Investor Global Certificate, as aforesaid, the Registered Holder shall in all respects be entitled to the same benefits as if he were the registered holder of Institutional Accredited Investor Definitive Certificates.

The Registrar will not register title to the Institutional Accredited Investor Global Certificates in a name other than that of a nominee for the common depository for a period of 15 calendar days preceding an Interest Payment Date in respect of the Notes.

Subject as provided in the Trust Deed, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as entitled to a particular principal amount of the Notes represented by this Institutional Accredited Investor Global Certificate (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be deemed to be the holder of such principal amount of such Notes for all purposes other than with respect to payments on the Notes for which purpose the registered holder of this Rule Institutional Accredited Investor Global Certificate shall be deemed to be the holder of such principal amount of the Notes in accordance with and subject to the terms of this Institutional Accredited Investor Global Certificate and the Trust Deed.

Notes represented by Institutional Accredited Investor Global Certificate are transferable in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg.

Any early redemption right of the Noteholders provided for in the Conditions of the Notes represented by this Institutional Accredited Investor Global Certificate may be exercised by the holder of the Notes(s) represented by this Global Certificate in accordance with the standard procedures of Euroclear and/or Clearstream, Luxembourg or any other clearing system (as the case may be).

So long as all the Notes are represented by this Institutional Accredited Investor Global Certificate and such Institutional Accredited Investor Global Certificate is held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by it to entitled Noteholders in substitution for notification as required by the Conditions subject to the additional requirement to publish notices in accordance with the rules of any listing authority, stock exchange and/or quotation system (if any). Any such notice shall be deemed to have been given to the Noteholders on the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg as aforesaid.

References herein to Euroclear and/or Clearstream, Luxembourg shall be deemed to include references to any other clearing system.

Exchanges will be made upon presentation of this Institutional Accredited Investor Global Certificate at the office of the Registrar by the holder of it on any day (other than a Saturday or Sunday) on which banks are open for general business in the jurisdiction of the office of the Registrar. The aggregate principal amount of the Institutional Accredited Investor Definitive Certificates issued upon an exchange of this Institutional Accredited Investor Global Certificate will be equal to the aggregate principal amount of this Institutional Accredited Investor Global Certificate.

A person having an interest in this Global Certificate must provide the Registrar with a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such Definitive Certificates.

In the event that this Institutional Accredited Investor Global Certificate has become due and payable in accordance with the Conditions and payment in full of the amount due has not been made to the registered holder of this Institutional Accredited Investor Global Certificate in accordance with the provisions set out above and in the Conditions, the holders of interests in the Institutional Accredited Investor Global Certificate will not be entitled to proceed directly against, or provide instructions to, the Issuer or any Guarantor or pursue any claim arising under the Transaction Security Documents or the Notes to enforce the performance of any of the provisions except as provided in the Conditions.

This Institutional Accredited Investor Global Certificate is not a document of title. Entitlements are determined by entry in the Register and only the duly registered holder from time to time is entitled to payment in respect of this Institutional Accredited Investor Global Certificate.

Upon the exchange of the whole of this Institutional Accredited Investor Global Certificate for Institutional Accredited Investor Definitive Certificates this Institutional Accredited Investor Global Certificate shall be surrendered to or to the order of the Registrar and cancelled and, if the Registered Holder of this Institutional Accredited Investor Global Certificate requests, returned to it together with any relevant Institutional Accredited Investor Definitive Certificates.

Until the entire principal amount represented by this Institutional Accredited Investor Global Certificate has been extinguished, the Registered Holder of this Institutional Accredited Investor Global Certificate shall (subject as provided below) in all respects be entitled to the same benefits as the Institutional Accredited Investor Definitive Certificates for the time being represented hereby and shall be entitled to the benefit of and be bound by the Trust Deed.

All payments of any amounts payable and paid to the Registered Holder of this Institutional Accredited Investor Global Certificate shall be valid and, to the extent of the sums so paid, effectual to satisfy and discharge the liability for the monies payable hereon and on the relevant Institutional Accredited Investor Definitive Certificates.

Whilst any Notes held by a Noteholder are represented by this Institutional Accredited Investor Global Certificate, notices to be given by such Noteholders may be given by such Noteholder to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such a manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

For so long as all of the Notes are represented by this Institutional Accredited Investor Global Certificate and this Institutional Accredited Investor Global Certificate is held on behalf of Euroclear and/or Clearstream, Luxembourg, the option of the Noteholders provided for in Condition 11 (*Redemption and Purchase*) may be exercised by an accountholder giving notice to the Principal Paying Agent in accordance with the standard procedures of Euroclear /and Clearstream, Luxembourg (which may include notice being given on his instructions by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Principal Paying Agent by electronic means) of the principal amount of the Notes in respect of which such option is exercised and at the same time presenting or procuring the presentation of this Institutional Accredited Investor Global Certificate to the Principal Paying Agent for notation accordingly within the time limits set forth in that Condition.

For so long as all of the Notes are represented by this Institutional Accredited Investor Global Certificate and this Institutional Accredited Investor Global Certificate is held on behalf of Euroclear and/or Clearstream, Luxembourg, no selection of Notes will be required under Condition 11.3 in the event the Issuer exercises its call option pursuant to that Condition in respect of less than the aggregate principal amount of the Notes outstanding at any time. In such event, the standard procedures of Euroclear and/or Clearstream, Luxembourg shall operate to determine which interests in this Institutional Accredited Investor Global Certificate are to be subject to such option.

Claims against the Issuer and the Guarantors in respect of principal or premium and interest on the Notes represented by this Institutional Accredited Investor Global Certificate will be prescribed after 10 years (in the case of principal and premium) and five years (in the case of interest) from the Relevant Date (as defined in the Conditions).

This Institutional Accredited Investor Global Certificate, and any non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, the laws of England.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Institutional Accredited Investor Global Certificate, but this does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

If any provision in or obligation under this Institutional Accredited Investor Global Certificate is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair: (a) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Institutional Accredited Investor Global Certificate; or (b) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Institutional Accredited Investor Global Certificate.

The statements set out in the legends above are an integral part of this Institutional Accredited Investor Global Certificate and, by acceptance hereof, each holder of this Institutional Accredited Investor Global Certificate agrees to be subject to and bound by such legends.

This Institutional Accredited Investor Global Certificate shall not be valid unless authenticated by GLAS Trust Company LLC as Registrar.

IN WITNESS whereof the Issuer has caused this Institutional Accredited Investor Global Certificate to be signed on its behalf.

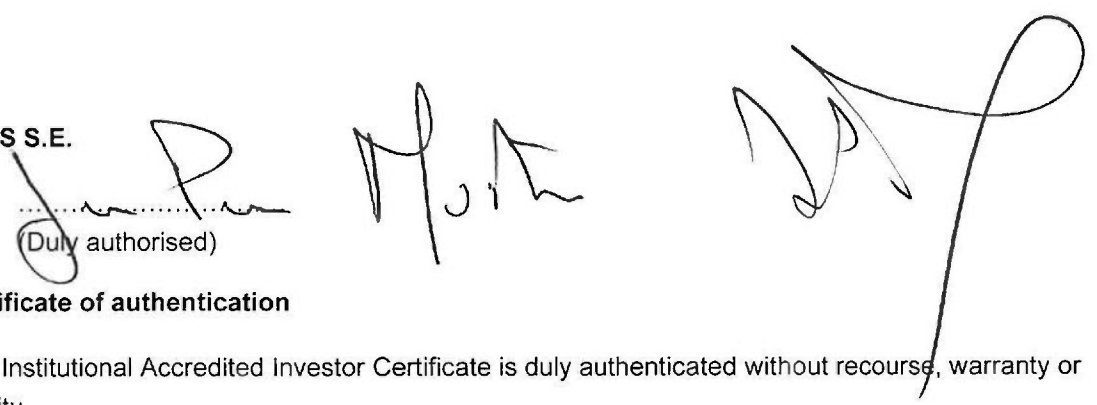
ATOS S.E.

By:

(Duly authorised)

**Certificate of authentication**

This Institutional Accredited Investor Certificate is duly authenticated without recourse, warranty or liability.





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Duly authorised  
for and on behalf of  
**GLAS Trust Company LLC**  
as Registrar