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Agency Agreement

ATOS S.E.

Issuer

GLAS Trust Company LLC

Principal Paying Agent

GLAS Trust Company LLC

Registrar

GLAS Trust Company LLC

Agent Bank

GLAS Trustees Limited

Trustee

and others

€137,462,000 Guaranteed Senior Secured Notes due 2032

17 December 2024

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THIS AGENCY AGREEMENT (this **Agreement**) is made on 17 December 2024.

BETWEEN:

- (1) **ATOS S.E.** (the "**Issuer**");
- (2) **The Subsidiaries** of the Issuer specified in Schedule 3 to this Agreement (the "**Guarantors**" and each, a "**Guarantor**");
- (3) **GLAS Trust Company LLC** (in its capacities as principal paying agent, the "**Principal Paying Agent**", which expression shall include any successor principal paying agent appointed under Clause 23, and, together with any further or other paying agents appointed from time to time in respect of the Notes, the "**Paying Agents**", and as transfer agent, "**Transfer Agent**", which expression shall all include any further or other transfer agents appointed from time to time in respect of the Notes);
- (4) **GLAS Trust Company LLC** (the "**Registrar**", which expression shall include any successor registrar appointed from time to time in respect of the Notes);
- (5) **GLAS Trust Company LLC** (the "**Agent Bank**", which expression shall include any successor agent bank appointed from time to time in respect of the Notes); and
- (6) **GLAS Trustees Limited** (the "**Trustee**", which expression shall include any successor trustee appointed from time to time in respect of the Notes).

RECITALS

- (A) The Issuer has proposed to issue €137,462,000 Guaranteed Senior Secured Notes due 2032 (the "**Notes**") on 18 December 2024 (the "**Issue Date**"). The Notes will be constituted by a Trust Deed dated the Issue Date (the "**Trust Deed**") between the Issuer, the Trustee and the Guarantors.
- (B) The Notes will be issued in registered form in denominations of €1,000 and integral multiples of €1 in excess thereof, without coupons.
- (C) Payments in respect of the Notes will be unconditionally and irrevocably guaranteed by the Guarantors.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions and interpretation

1.1 Terms defined in the Trust Deed and the Conditions and not otherwise defined in this Agreement shall have the same meanings in this Agreement, except where the context otherwise requires.

1.2 In addition, in this Agreement:

"**Agents**" means the Principal Paying Agent, any other Paying Agents, the Transfer Agents, the Registrar and the Agent Bank and "**Agent**" means any one of the Agents;

"**Applicable Law**" means any law or regulation by which any party is bound;

"**Asset Sale Exercise Notice**" has the meaning given to it in Condition 11.5 and shall be in or substantially in the form set out in Schedule 2;

"**Authority**" means any competent regulatory, prosecuting, Tax or governmental authority in any jurisdiction;

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended;

"**Conditions**" means the terms and conditions of the Notes scheduled to the Trust Deed, as the same may from time to time be modified in accordance with the Trust Deed and any reference in this Agreement to a specified Condition or paragraph of a Condition shall be construed accordingly;

"**EUR**", "**Euro**" or the sign € means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union and as amended by the Treaty of Amsterdam;

"**Exchange**" means The International Stock Exchange or such other bodies to which the Exchange's functions have been transferred;

"**Exercise Notice**" means an Asset Sale Exercise Notice, a Put Notice, a Receivables Financing Exercise Notice, a Performance Guarantee Exercise Notice or a Permitted Refinancing Exercise Notice as the context so requires;

"**FATCA Withholding**" means any withholding or deduction required pursuant to an agreement described in section 1471(b) of the Code, or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto;

"**Local Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business in the city in which each relevant Agent has its Specified Office;

"**Performance Guarantee Exercise Notice**" has the meaning given to it in Condition 11.7;

"**Permitted Refinancing Exercise Notice**" has the meaning given to it in Condition 11.9;

"**Purchase Date**" means a Change of Control Purchase Date, an Asset Sale Put Date, a Performance Guarantee Put Date, a Receivables Financing Put Date or a Permitted Refinancing Put Date, as the context so requires;

"**Put Notice**" has the meaning given to it in Condition 11.4;

"**Receivables Financing Exercise Notice**" has the meaning given to it in Condition 11.8;

"**Specified Office**" of any Agent means the office specified against its name in Clause 25 or, in the case of any Agent not originally a party to this Agreement, specified in its terms of appointment or another office specified by the relevant Agent by notice to the Issuer and the other parties to this Agreement in accordance with Clause 23.8; and

"**Tax**" means any present or future taxes, duties, assessments, withholdings, deductions or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Authority having power to tax.

- 1.3 In this Agreement, unless the contrary intention appears, a reference to:
- (a) an **amendment** includes a supplement, restatement, novation, extension or replacement and amended is to be construed accordingly;
 - (b) a **person** includes (i) any individual, company, unincorporated association, government, state agency, international organisation or other entity; and (ii) its successors and assigns;
 - (c) a **party** means each party to this Agreement and the term **parties** is to be construed accordingly;
 - (d) a **successor** shall include any entity to whom the business of a person has been transferred under the applicable law;
 - (e) a **Clause** or a **Schedule** is a reference to a clause of, or a schedule to, this Agreement;
 - (f) a **Note Document** or a **Document** or any **provision** of a document is a reference to that Note Document or other document or provision as amended, novated, supplemented, extended, replaced or restated from time to time;
 - (g) the **Trustee** includes any replacement Trustee and/or co-trustee or, respectively, appointed pursuant to the Trust Deed and any supplement thereto and any successor thereto.
- 1.4 The headings in this Agreement do not affect its interpretation.
- 1.5 In this Agreement, words denoting: (a) the singular shall include the plural and vice versa; and (b) one gender only shall include the other gender.
- 1.6 All references to an amount falling due in respect of the Notes shall be deemed to include any amounts which are expressed to be payable under the Notes.
- 1.7 All references in this Agreement to costs or charges or expenses shall include any value added tax or similar Tax charged or chargeable in respect thereof.
- 1.8 All references in this Agreement to any statute or any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment.
- 1.9 All references to Notes which are to have a "listing" or to be "listed" on the Exchange shall be construed to mean that such Certificates have been admitted to listing on the Official List of the Exchange and to trading on the Exchange.
- 1.10 All references in this Agreement to Euroclear and/or Clearstream, Luxembourg shall, wherever the context so permits, be deemed to include references to any additional or alternative clearing system in which the Certificates are from time to time accepted for clearance.
2. **Appointment of Agents**
- 2.1 The Issuer and the Guarantors (and, for the limited purposes set out in Clause 2.5 only, the Trustee) hereby appoints, on the terms and subject to the conditions of this Agreement, GLAS Trust Company LLC at its Specified Office as Principal Paying Agent and Transfer Agent in respect of the Notes.

- 2.2 The Issuer and the Guarantors (and, for the limited purposes set out in Clause 2.5, the Trustee) hereby appoints, on the terms and subject to the conditions of this Agreement, GLAS Trust Company LLC at its Specified Office as Registrar in respect of the Notes.
- 2.3 The Issuer and the Guarantors (and, for the limited purposes set out in Clause 2.5, the Trustee) hereby appoints, on the terms and subject to the conditions of this Agreement, GLAS Trust Company LLC at its Specified Office as Agent Bank in respect of the Notes.
- 2.4 Each Agent accepts its appointment as agent of the Issuer (and, for the limited purposes set out in Clause 2.5, the Trustee) in relation to the Notes and agrees to comply with the terms of this Agreement and the Conditions. Each Agent shall only be obliged to perform the duties specified in this Agreement and the Conditions and shall have no implied duties or obligations of any kind (including without limitation duties or obligations of a fiduciary or equitable nature). If the Conditions or any Note Document are amended on or after a date on which any Agent accepts any appointment in a way that affects the duties expressed to be performed by such Agent under this Agreement, such Agent shall not be obliged to perform such duties as so amended unless it has first approved in writing the relevant amendment to the Conditions or such Note Document.
- 2.5 Each Agent shall, on demand in writing by the Trustee made at any time after an Event of Default (or a Potential Event of Default) shall have occurred or if there is failure to make payment of any amount in respect of any Note when due or the Trustee shall have received any money which it proposes to pay under the Trust Deed to the Noteholders, and until notified in writing by the Trustee to the contrary, so far as permitted by applicable law, act as Agent of the Trustee in relation to payments to be made by or on behalf of the Trustee under the provisions of the Trust Deed *mutatis mutandis* on the terms of this Agreement (save that the Trustee's liability under any provision of this Agreement for the indemnification, remuneration and payment of out-of-pocket expenses of each Agent shall be limited to the amounts for the time being held by the Trustee on the trusts of the Trust Deed in relation to the Notes and available for such purpose) and thereafter:
- (a) to hold all Notes and all sums, documents and records held by it in respect of those Notes on behalf of the Trustee; and/or
 - (b) to deliver up all Notes and all sums, documents and records held by it in respect of those Notes to the Trustee or as the Trustee shall direct in such notice, provided that such notice shall be deemed not to apply to any documents or records which the relevant Agent is obliged not to release by any law or regulation.
- 2.6 Pursuant to the Trust Deed, at any time after an Event of Default (or a Potential Event of Default) shall have occurred or the Notes shall otherwise have become due and repayable, the Trustee may, by notice in writing to each of the Issuer, the Guarantors and the Principal Paying Agent, require the Issuer and each Guarantor to make all subsequent payments in respect of the Notes and the relevant Note Documents to or to the order of the Trustee and not to the Principal Paying Agent with effect from the issue of any such notice and until such notice is withdrawn. Any such payments shall be in full and final discharge of the Issuer's or a Guarantor's, as the case may be, corresponding obligations in respect of the Notes or the Guarantee, as the case may be.
- 2.7 The obligations of the Agents under this Agreement are several and not joint.
3. **Authentication and delivery of certificates**
- 3.1 The Issuer authorises and instructs the Registrar (or its agent on its behalf) to authenticate the Global Certificates in accordance with the terms of the Trust Deed and deliver on the Issue Date such Global Certificates to a common depository for Euroclear and Clearstream, Luxembourg.

- 3.2 The Issuer authorises and instructs the Registrar and the Transfer Agent to cause the Global Certificates to be exchanged for Definitive Certificates in accordance with their terms and to instruct Euroclear and/or Clearstream, Luxembourg to make appropriate entries in their records to reflect such exchanges. Following the exchange of the last interest in a Global Certificate, the Registrar shall cause such Global Certificate to be cancelled and delivered to the Issuer or as it may otherwise direct.
- 3.3 The Registrar and the other Agents (as applicable) shall cause all Definitive Certificates delivered to and held by them under this Agreement to be maintained in safe custody and shall ensure that such Definitive Certificates are issued only in accordance with the Global Certificates, the Trust Deed, the Conditions and the provisions of this Agreement.
- 3.4 So long as any of the Notes are outstanding (as defined in the Trust Deed) the Registrar shall, within seven Local Business Days of any request by the Issuer, any Guarantor or the Trustee, certify to the Issuer, the relevant Guarantor or the Trustee, as the case may be, the number of Definitive Certificates held by it under this Agreement.
- 3.5 In the event that the Issuer has been notified that both Euroclear and 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 clearing system is available; the Issuer undertakes that it will cause sufficient Definitive Certificates to be executed and delivered to the Registrar and authenticated by the Registrar for despatch to Noteholders in accordance with the Conditions, this Clause 3.5 and Schedule 2 to the Trust Deed provided that, in the case of an exchange pursuant to this Clause, the person having an interest in such Global Certificate has given the Registrar not less than 30 days' notice at the office of the Registrar of such intent to effect an exchange.
- 3.6 The person having a beneficial interest in a Global Certificate will provide the Registrar with:
- (a) 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; and
 - (b) in the case of the Rule 144A Global Certificate, either (a) a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its beneficial interest at the time of such exchange or, (b) in the case of a simultaneous resale, a certificate substantially in the form provided in Schedule 1; or
 - (c) in the case of the Institutional Accredited Investor Global Certificate, either (a) a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its beneficial interest at the time of such exchange or, (b) in the case of a simultaneous resale, a certificate substantially in the form provided in Schedule 1.
- 3.7 Upon receipt of the documents referred to in Clause 3.6, the Registrar shall arrange for the execution and delivery at the Registrar's office to, or upon the order of, the person or persons named in such order of Certificates representing such Definitive Certificates registered in the name or names requested by such person or persons and shall alter the entries in the Register.
- 3.8 Definitive Certificates issued in exchange for a beneficial interest in the Rule 144A Global Certificates shall bear a Rule 144A legend substantially in the form set out in Part D of Schedule 1 to the Trust Deed. Definitive Certificates issued in exchange for a beneficial interest in the Institutional Accredited Investor Global Certificates shall bear a Institutional

Accredited Investor legend substantially in the form set out in Part F of Schedule 1 to the Trust Deed.

- 3.9 The Transfer Agent shall, on presentation to it or to its order of a duly completed certificate substantially in the form provided for in Schedule 1 (amended as required to reflect the specific facts of such transfer or exchange), contact the Registrar. The Registrar shall thereafter procure the exchange of beneficial interests in the one Global Certificate for interests of an equal aggregate nominal amount in a different Global Certificate on the later of (a) five Business Days after the trade date for the disposal of such beneficial interests in the first Global Certificate resulting in such exchange and (b) five Business Days after receipt by the Registrar of such completed certificate. The Registrar shall ensure that the Register is amended accordingly to reflect such transfer.

4. **Payment**

- 4.1 The Issuer or, failing the Issuer, the Guarantors shall, not later than 10.00 a.m. (London time) on the Business Day prior to each date on which any payment of any Redemption Amount and/or interest in respect of any of the Notes becomes due and payable under the Conditions, transfer to an account specified by the Principal Paying Agent such amount of Euro as shall be sufficient for the purposes of the payment of such Redemption Amount and/or interest in same day freely transferable, cleared funds.

- 4.2 The entity making the relevant payment referred to in Clause 4.1 shall ensure that by no later than 1.00 p.m. (London time) on the second Business Day immediately preceding the date on which any payment is to be made to the Principal Paying Agent pursuant to Clause 4.1, the bank effecting payment confirms by authenticated SWIFT message to the Principal Paying Agent the irrevocable payment instructions relating to such payment.

For the purposes of this Clause 4.2, "**Business Day**" means a day on which banks are open for business in the principal financial centre of the relevant currency and/or Hong Kong, as the case may be.

- 4.3 Payment by the Issuer, or failing the Issuer, the Guarantors to the Principal Paying Agent in accordance with this Clause 4 shall discharge pro tanto the obligations of the Issuer and the Guarantors under the Trust Deed, except to the extent that there is a failure in the subsequent payment to the relevant Noteholders.

5. **Notification of non-receipt of payment**

- 5.1 The Principal Paying Agent shall notify the Issuer, each of the Guarantors, the Trustee and the other Agents as soon as reasonably practicable:

- (a) if by the relevant date and time specified in Clause 4.1 the full amount (in cleared funds) required to be received on that date has not been so received and such notice shall specify the amount of any shortfall between the amount so falling due and the amount actually received. In such event, the Principal Paying Agent may, but shall have no obligation to, make any payment of such amounts payable under the Trust Deed or any other Note Document due on such date; and
- (b) if it receives unconditionally the full amount of any sum payable in respect of the Notes after such date.

- 5.2 The Principal Paying Agent shall, at the expense of the Issuer, as soon as reasonably practicable upon receipt of any amount as described in paragraph 5.1(b), cause notice of that receipt to be published under Condition 18.

6. Duties of the Paying Agents

- 6.1 The Paying Agents shall act as paying agents of the Issuer and the Guarantors in respect of the Notes and shall pay or cause to be paid, on behalf of the Issuer and the Guarantors, as the case may be or, as the case may be, the Trustee, on and after each date on which any payment becomes due and payable, any Redemption Amount, interest and/or any other amounts then payable under the Conditions and this Agreement. If any payment provided for pursuant to Clause 4 is made late but otherwise pursuant to the terms of this Agreement, the Paying Agents shall nevertheless act as paying agents following receipt of the relevant payment.
- 6.2 If a default is made by the Issuer, or the Guarantors as the case may be, in respect of any payment, unless and until the full amount of the relevant payment has been made under the terms of the provisions of this Agreement (except as to the time of making the same) or other arrangements satisfactory to the Principal Paying Agent have been made, neither the Principal Paying Agent nor any of the other Paying Agents shall be bound to perform their duties as Paying Agent. No Paying Agent shall be obliged to make any payment hereunder until such time as it has received the relevant funds and been able to identify or confirm receipt of such funds.
- 6.3 Subject as provided above, the Principal Paying Agent shall pay or cause to be paid on behalf of the Issuer (or the Trustee, as the case may be), on and after each date on which any payment becomes due and payable, the amounts payable in respect of each Note under the Conditions and the provisions of this Agreement and, in the case of a payment of the Redemption Amount, following receipt of the relevant Certificate at the Specified Office of any Paying Agent.
- 6.4 Whilst any Notes are represented by a Global Certificate, all payments due in respect of such Notes shall be made to, or to the order of, the holder of the Global Certificates, subject to and in accordance with the provisions of the Global Certificates. On the occasion of each payment, the Paying Agent to which a Global Certificate was presented for the purpose of making the payment shall notify the Registrar which shall make an appropriate entry in the Register to evidence the amount and date of the relevant payment.
- 6.5 If the amount payable in respect of any Note is not paid in full when due (otherwise than as a result of withholding or deduction for or on account of any Taxes as permitted by the Conditions) the Registrar shall make a note of the details of such shortfall in payment in the Register.

7. Reimbursement of the Paying Agents

- 7.1 If a Paying Agent other than the Principal Paying Agent makes any payment in accordance with this Agreement:
- (a) it shall notify the Principal Paying Agent of the amount so paid by it and the serial number and outstanding amount of each Note in relation to which such payment was made; and
 - (b) subject to, and to the extent of compliance with Clause 4 (in each case except as to the time of making any such payment) the Principal Paying Agent shall pay to such Paying Agent out of the funds received from the Issuer, or a Guarantor as the case may be, under Clause 4 by wire transfer in Euro and in same day, freely transferable, cleared funds to such account with such bank as such Paying Agent has by notice to the Principal Paying Agent specified for the purpose, an amount equal to the amount so paid by such Paying Agent.

7.2 If the Principal Paying Agent makes any payment in accordance with this Agreement, it shall be entitled to appropriate for its own account out of the funds received from the Issuer, or a Guarantor as the case may be, under Clause 4 an amount equal to the amount so paid by it.

8. **Notice of withholding or deduction**

8.1 If the Issuer or any Guarantor is, in respect of any payment in respect of the Notes, compelled to withhold or deduct any amount for or on account of any Taxes as contemplated by Condition 12 or any undertaking given in addition to or in substitution for Condition 12 pursuant to the Trust Deed, the Issuer or, as the case may be, the Guarantor shall give notice to the Principal Paying Agent and the Trustee as soon as it has actual knowledge or receives express notice of the requirement to make the withholding or deduction and shall give to each of the Principal Paying Agent and the Trustee such information as it shall require to enable it to comply with the requirement.

8.2 If any Agent is, in respect of any payment under the Notes to be made pursuant to this Agreement, compelled to withhold or deduct any amount for or on account of any taxes, duties, assessments or governmental charges as contemplated under the Conditions, other than arising under Clause 8.1 or by virtue of the relevant holder failing to satisfy any certification or other requirement in respect of its Notes, it shall give notice of that fact to the Issuer, and the Trustee and the Principal Paying Agent as soon as reasonably practicable after it becomes aware of the compulsion to withhold or deduct.

8.3 Without prejudice to Clause 8.1, the Issuer shall notify each Agent in the event that it determines that any payment to be made by an Agent under the Notes is a payment which could be subject to FATCA Withholding if such payment were made to a recipient that is generally unable to receive payments free from FATCA Withholding, and the extent to which the relevant payment is so treated, provided, however, that the Issuer's obligation under this Clause 8.3 shall apply only to the extent that such payments are so treated by virtue of characteristics of the Issuer, the Notes, or both.

8.4 Notwithstanding any other provision of this Agreement, each Agent shall be entitled to make a deduction or withholding from any payment which it makes under the Notes for or on account of any Tax, if and only to the extent so required by Applicable Law, in which event the Agent shall make such payment after such deduction or withholding has been made and shall account to the relevant Authority within the time allowed for the amount so deducted or withheld or, at its option, shall reasonably promptly after making such payment return to the Issuer the amount so deducted or withheld, in which case, the Issuer shall so account to the relevant Authority for such amount. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purposes of this Clause 8 and such Agent shall not pay an additional amount in respect of that withholding or deduction.

8.5 In the event that the Issuer determines in its sole discretion that withholding for or on account of any Tax will be required by Applicable Law in connection with any payment due to any of the Agents on any Notes, then the Issuer will be entitled to redirect or reorganise any such payment in any way that it sees fit in order that the payment may be made without such deductions or withholding provided that, any such redirected or reorganised payment is made through a recognised institution of international standing and otherwise made in accordance with this Agreement and the Trust Deed. The Issuer will promptly notify the Agents and the Trustee of any such redirection or reorganisation. For the avoidance of doubt, FATCA Withholding is a deduction or withholding which is deemed to be required by Applicable Law for the purpose of this Clause 8.5.

9. **Other duties of the Registrar**

9.1 The Registrar shall so long as any Notes are outstanding:

- (a) maintain at its Specified Office outside the United Kingdom and Austria a register (the "**Register**") of the Noteholders which shall show (i) the outstanding principal amount of Notes represented by the Global Certificates, (ii) the outstanding principal amounts and the serial numbers of any Definitive Certificates, (iii) the date of issue of the Notes, (iv) all subsequent transfers and changes of ownership of any Notes, (v) the names, addresses and account details of Noteholders, (vi) all payments of interest and any Redemption Amount made, (vii) all cancellations of Certificates representing any Notes, whether because of their replacement or otherwise, (viii) all replacements of Certificates representing any Notes (subject, where appropriate in the case of (vii), to the Registrar having been notified in writing as provided in this Agreement), and (ix) in the case of (i) and (ii), the Call Premium Amount which has been compounded to increase the Initial Principal in accordance with the Conditions as notified to the Registrar in writing by the Issuer;
- (b) effect exchanges of interests in the Global Certificates for Definitive Certificates in accordance with the Conditions and this Agreement, keep a record of all such exchanges and ensure that each of the Principal Paying Agent, the Issuer and the Trustee is notified as soon as reasonably practicable after any such exchange;
- (c) register all transfers of Global Certificates and Definitive Certificates;
- (d) receive any document in relation to or affecting the title to any Notes including all forms of transfer, forms of exchange, probates, letters of administration and powers of attorney;
- (e) maintain proper records of the details of all documents and certifications received by itself or the Transfer Agent;
- (f) prepare all such lists of Noteholders as may be required by the Issuer, the Trustee or the Principal Paying Agent or any person authorised by any of them;
- (g) subject to applicable laws and regulations at all reasonable times during office hours make the Register available to the Issuer, the Trustee or the Principal Paying Agent or any person authorised by any of them or the holder of any Notes for inspection and for the taking of copies or extracts;
- (h) notify the Principal Paying Agent upon its request on or before the relevant record date of the names and addresses of all Noteholders at the close of business on the relevant record date and the amounts of their holdings in order to enable the Principal Paying Agent to make or arrange for due payment to such holders of the amounts due to them;
- (i) comply with the proper and reasonable requests of the Issuer and, as the case may be, the Trustee, with respect to the maintenance of the Register and give to the Agents such information as may be reasonably required by them for the proper performance of their respective duties;
- (j) subject to payment of (or the giving of such indemnity as the Issuer and, as the case may be, the Trustee and the Registrar may reasonably require in respect of) any stamp duty, tax or other governmental charges which may be imposed in relation to such transfer as soon as reasonably practicable, and in any event within five business days (as defined in Condition 3.2) of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other regulations), issue Definitive Certificates for transfer duly dated and completed in

the name of the registered holders and deliver such Definitive Certificates at its Specified Office or at the Specified Office of the Transfer Agent or mail the relevant Certificates by uninsured mail at the risk of the holder entitled to the Notes to the address specified in the form of transfer. In the case of the transfer of part only of a Definitive Certificate, a new Definitive Certificate in respect of the balance of the Note not transferred will be so delivered or (at the risk of the transferor) sent to the transferor; and

- (k) mail (free of charge) a copy of the regulations concerning transfer of Notes scheduled to this Agreement to any Noteholder who requests in writing a copy of such regulations.

9.2 The Issuer shall, upon receipt of written request, deliver to the Registrar for the performance of its duties under this Agreement from time to time so long as any Notes are outstanding, sufficient duly executed Definitive Certificates as may be required for the performance of the Registrar's duties.

9.3 Definitive Certificates shall be dated:

- (a) in the case of a Definitive Certificate issued in exchange for an interest in a Global Certificate, or upon transfer, with the date of registration in the Register of the relevant exchange or transfer; or
- (b) in the case of a Definitive Certificate issued to the transferor upon transfer in part of a Definitive Certificate, with the same date as the date of the Definitive Certificate transferred; or
- (c) in the case of a Definitive Certificate issued pursuant to Clause 17 with the same date as the date of the lost, stolen, mutilated, defaced or destroyed Definitive Certificate in replacement of which it is issued.

The Registrar shall receive requests for the exchange of interests in the Regulation S Global Certificates for beneficial interests in the Rule 144A Global Certificates and for the exchange of beneficial interests in the Rule 144A Global Certificates for beneficial interests in the Regulation S Global Certificates and, subject to the Registrar having received all information and certificates required by this Agreement, the Trust Deed and the relevant Global Certificate, the Registrar shall give effect to such requests in accordance with the terms of the relevant Global Certificate by making appropriate adjustments to the records maintained by it.

10. **Duties of the Transfer Agents**

10.1 The Transfer Agents shall perform such duties as are set out herein, in the Trust Deed and in the Conditions and, in performing those duties, shall act in accordance with the Trust Deed, the Conditions and the provisions of this Agreement.

10.2 Each Transfer Agent shall:

- (a) accept Definitive Certificates delivered to it with the form of transfer thereon duly executed for the transfer of all or part of the Definitive Certificate in accordance with the Conditions and shall, in each case, give to the Registrar within one Local Business Day all relevant details to enable it to effect the relevant transfer and issue Definitive Certificates in accordance with each request;
- (b) if appropriate, charge to the holder of a Definitive Certificate presented for transfer (i) the costs or expenses (if any) of the Registrar in delivering Definitive Certificates issued on such transfer other than by regular mail and (ii) a sum sufficient to cover

any stamp duty, tax or other governmental charge that may be imposed in relation to the transfer and, in each case, account to the Registrar for such charges;

- (c) subject to payment of (or the giving of such indemnity as the Issuer and the Registrar may reasonably require in respect of) any stamp duty, tax or other governmental charges which may be imposed in relation to such transfer as soon as reasonably practicable, and in any event within five Local Business Days of the relevant request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), upon receipt by it of Definitive Certificates for transfer deliver such Definitive Certificates to its Specified Office or mail the relevant Definitive Certificates by uninsured mail at the risk of the holder entitled to the Definitive Certificates to the address specified in the form of transfer; and
- (d) comply with the terms of any properly completed transfer request.

- 10.3 If a Transfer Agent shall receive requests for the exchange of beneficial interests in a Global Certificate for interests in a different Global Certificate and, upon any such request being duly made in accordance with the terms of this Agreement, the Trust Deed and the relevant Global Certificate, it shall promptly notify the Registrar of the principal amount of Notes to be so exchanged and send to the Registrar a copy of any certificate received by it in connection with such request for exchange.
- 10.4 None of the Issuer, the Trustee or any of the Agents shall be responsible for the acts or omissions of any clearing system or nominee.

11. **Regulations for transfer of certificates**

Subject as provided below, the Issuer may from time to time agree with the Registrar and the Transfer Agent reasonable regulations to govern the transfer and registration of Notes. The initial regulations, which shall apply until amended in accordance with the Trust Deed, are set out in Schedule 3 to the Trust Deed. The Registrar and the Transfer Agent agree to comply with the regulations as amended from time to time.

12. **Duties of the Agents in connection with purchase at the option of Noteholders**

- 12.1 The Principal Paying Agent will keep a stock of Exercise Notices and will make them available on demand to Noteholders in accordance with Conditions 11.4, 11.5, 11.7, 11.8 and 11.9 as the case maybe.
- 12.2 The relevant Paying Agent with which a Certificate representing a Note is deposited in a valid election made by any Noteholder to redeem all or any of its Notes in accordance with Conditions 11.4, 11.5, 11.7, 11.8 and 11.9, as the case maybe shall hold such Certificate on behalf of the depositing Noteholder (but shall not, save as provided below, release it) until the relevant Purchase Date, when, and subject as provided below, it shall present the Certificate to the Issuer for payment of the amount due in accordance with the Conditions and shall pay such moneys on receipt from or on behalf of the Issuer in accordance with the directions of the Noteholder contained in the relevant Exercise Notice. If any such Certificate so deposited becomes immediately due and payable before the relevant Purchase Date, or if upon surrender of a Certificate the amount due is improperly withheld or refused or the making of any such election is improperly denied, the Paying Agent concerned shall mail such Certificate by uninsured post to, and at the risk of, the relevant Noteholder (unless the Noteholder otherwise requests and pays the costs of such insurance in advance to the relevant Paying Agent) to such address as may have been given by the Noteholder in the relevant Exercise Notice or, where no address has been

given, to the address appearing in the Register. At the end of each period for the making of any such election, the relevant Paying Agent(s) shall promptly notify the Principal Paying Agent of the principal amount of the Notes in respect of which such election has been made together with their certificate numbers and the Principal Paying Agent shall promptly notify such details to the Issuer and the Trustee.

13. Notice of early redemption

13.1 If the Issuer decides to redeem all or, where applicable, some only of the Notes for the time being outstanding under the Conditions, it shall give notice of the decision and of the principal amount of Notes which it has decided to redeem to the Principal Paying Agent and the Registrar not less than five Business Days before the date on which the Issuer will give notice to the Noteholders and the Trustee in accordance with the Conditions of the redemption in order to enable each of the Principal Paying Agent and the Registrar to carry out its duties in this Agreement and the Conditions.

14. Duties of the Agent Bank

14.1 The Agent Bank will promptly perform the duties expressed to be performed by it in the Conditions and this Agreement.

14.2 The Agent Bank shall, in respect of a Call Premium Event (and in consultation with the Issuer in respect thereof), calculate the applicable Redemption Amount (save in the case of the Make-Whole Redemption Amount which will be calculated by the Independent Financial Adviser) payable in respect of the Notes on the applicable date for redemption or purchase and shall promptly and in any event, no later than the fifth Business Day prior to the date for such redemption or purchase, notify each of the Issuer, the Principal Paying Agent and the Trustee of the results of any calculations and/or determinations.

14.3 Any calculation or determination made by the Agent Bank in accordance with the terms of this Agreement and the Conditions shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor, the Agents, the Trustee and the Noteholders.

15. Publication of notices

15.1 On behalf of and at the written request and expense of the Issuer, or the Guarantors as the case may be, the Principal Paying Agent shall cause to be published all notices required to be given by the Issuer and/or the Guarantors under the Conditions. The Principal Paying Agent shall have no obligation to cause to be published any notices unless (a) it is first instructed to do so by the Issuer, the Guarantors, or if Clause 2.6 applies, the Trustee; and (b) it is provided with the form of the relevant notice that it is required to cause to be published. Where the Conditions permit notices to be delivered to Noteholders through the relevant clearing systems, any obligation imposed on the Issuer (or the Principal Paying Agent on its behalf) to publish such a notice shall be met upon delivery of that notice to the relevant clearing system.

15.2 Each Agent, on receipt of a notice or other communication addressed to the Issuer, shall promptly forward a copy to each of the Issuer and the Trustee.

15.3 The Principal Paying Agent shall promptly send to each of the Issuer and the Trustee one copy of the form of every notice given to the Noteholders in accordance with the Conditions and this Agreement.

16. Cancellation of Certificates

16.1 All Certificates which are surrendered in connection with redemption, exchanged (in the case of the Global Certificates) or transferred (in the case of Definitive Certificates) or

delivered to the Principal Paying Agent pursuant to clause 7 of the Trust Deed shall be cancelled by the Paying Agent to which they are surrendered. Each of the Agents shall give to the Registrar details of all payments made by it and shall deliver all cancelled Certificates to the Registrar (or as the Registrar may specify).

16.2 The Registrar or its authorised agent shall destroy all cancelled Certificates and upon written request furnish the Issuer, the Trustee and the Principal Paying Agent with a certificate of destruction containing written particulars of the serial numbers of the cancelled Certificates.

17. **Issue of Replacement Certificates**

17.1 The Issuer shall cause (a) a sufficient quantity of additional forms of Definitive Certificates (both bearing and not bearing a Rule 144A and Institutional Accredited Investor legends substantially in the form set out in Schedule 1 of the Trust Deed) to be available, upon request, to the Registrar at its Specified Office for the purpose of issuing replacement Definitive Certificates as provided below; and (b) a sufficient quantity of additional forms of the Global Certificates to be available, upon request, to the Registrar for the purpose of issuing a replacement Global Certificate as provided below.

17.2 The Registrar shall, subject to and in accordance with Condition 17 and the following provisions of this Clause 17, cause to be delivered any replacement Definitive Certificates which the Issuer may determine to issue in place of Definitive Certificates which have been lost, stolen, mutilated, defaced or destroyed.

17.3 The Registrar shall obtain verification, in the case of an allegedly lost, stolen or destroyed Definitive Certificate in respect of which the serial number is known, that the Definitive Certificate has not previously been redeemed or paid. The Registrar shall not issue a replacement Definitive Certificate unless and until the applicant has:

- (a) paid such expenses and costs as may be incurred in connection with the replacement;
- (b) furnished it with such evidence and indemnity as it or the Trustee may reasonably require; and
- (c) in the case of a mutilated or defaced Certificate, surrendered it to the Registrar.

17.4 The Registrar shall cancel mutilated or defaced Definitive Certificates in respect of which replacement Definitive Certificates have been issued pursuant to this Clause. The Registrar shall upon written request furnish the Issuer with a certificate stating the serial numbers of the Definitive Certificates received by it and cancelled pursuant to this Clause and shall, unless otherwise requested by the Issuer, destroy all those Definitive Certificates and furnish the Issuer with a certificate of destruction containing the information specified in Clause 16.2.

17.5 The Registrar shall, on issuing any replacement Definitive Certificate, as soon as reasonably practicable inform the Trustee and the other Agents of the serial number of the replacement Definitive Certificate issued and (if known) of the serial number of the Definitive Certificate in place of which the replacement Definitive Certificate has been issued.

17.6 The Registrar shall keep a full and complete record of all replacement Definitive Certificates issued and shall make the record available at all reasonable times to the Issuer and the Trustee and any persons authorised by any of them for inspection and for the taking of copies of it or extracts from it.

17.7 Whenever a Definitive Certificate for which a replacement Definitive Certificate has been issued is presented to the Principal Paying Agent for payment or the Transfer Agent for transfer, the relevant Agent shall as soon as reasonably practicable send notice to the Trustee and (if it is not itself the Principal Paying Agent or the Registrar) the Principal Paying Agent and the Registrar.

18. Records and certificates

18.1 Upon written request, the Registrar shall give to the Issuer (with a copy to the Trustee) and the Principal Paying Agent, as soon as reasonably practicable and in any event within four months after the date of redemption, cancellation, payment, exchange or replacement of any Certificate, a certificate stating:

- (a) the aggregate principal amount of the Notes which have been redeemed and the aggregate amount paid in respect of them;
- (b) the serial numbers of those Notes (if in definitive form);
- (c) the aggregate amount of interest and Call Premium Amount paid in respect of the Notes;
- (d) the aggregate principal amount of the Notes which have been exchanged or replaced and the serial numbers of those Notes; and
- (e) the numbers of those Notes cancelled.

19. Copies of documents available for inspection

The Principal Paying Agent shall hold available for inspection and/or collection by Noteholders at its Specified Office during normal business hours on any weekday (excluding Saturdays, Sundays and public holidays) copies of this Agreement, together with copies of the Trust Deed and the Intercreditor Agreement.

For this purpose, the Issuer shall furnish the Principal Paying Agent with the number of copies of each of the relevant documents that the Principal Paying Agent may reasonably request.

20. Remuneration of the agents, indemnification and liability

20.1 The Issuer or, failing the Issuer, the Guarantors shall pay to each Agent such fees and commissions in respect of the services of such Agent under this Agreement and the other Note Documents as shall be agreed between the Issuer, the Guarantors and the relevant Agent.

20.2 The Issuer, failing which the Guarantors will also pay to each Agent promptly on demand all properly incurred out-of-pocket expenses (including but not limited to legal, printing, postage and fax expenses) incurred by any Agent in connection with their services. These expenses shall include any actual costs or charges incurred by any Agent in carrying out instructions to clear and/or settle transfers of securities under this Agreement (including any charges that may be incurred under Article 7 of the Central Securities Depositories Regulation (EU) No 909/2014 if a settlement fail occurs due to the Issuer's failure to deliver any required securities or cash or other action or omission).

20.3 If any Agent finds it expedient or necessary to undertake duties which it determines to be outside the ordinary course of the performance by such Agent of its obligations hereunder, such Agent shall be entitled to receive additional remuneration in respect of such duties at its standard rates for the time being in force and to be reimbursed all liabilities incurred

in connection therewith in accordance with this Agreement. If such amounts are insufficient for such reimbursement, such Agent shall not be obliged to undertake such duties unless indemnified or secured or prefunded to its satisfaction.

- 20.4 The fees, commissions and expenses payable to the Agents for services rendered and the performance of its obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Agent (or to its knowledge by any of its associates) in connection with any transaction effected by the Agent with or for the Issuer or the Guarantors.
- 20.5 Without prejudice to any other right of indemnity, the Issuer or, failing the Issuer, the Guarantors undertake to indemnify each of the Agents against all losses, liabilities, costs, claims, actions, damages, expenses (including any legal fees and expenses) or demands ("**Liabilities**") which any of them may incur or which may be made against any of them as a result of or in connection with the appointment of or the exercise of the powers and duties by any Agent under this Agreement and the other Note Documents except as may result from its own wilful default, gross negligence or fraud or that of its directors, officers or employees or any of them.
- 20.6 The Issuer and the Guarantors, as the case may be, hereby undertake to each Agent that all moneys payable by it to each Agent under this Clause 20 shall be made without withholding or deduction for or on account of Tax unless required by law and without set-off or counterclaim of any kind. If any such withholding or deduction on account of any Tax is required by law to be made by the Issuer or a Guarantor, the Issuer or the Guarantor undertakes that it shall pay all additional amounts as will result in the receipt of such net amounts as would have been receivable by it if no such withholding or deduction had been made, provided that (i) the relevant Agent is (x) resident for tax purposes in the jurisdiction of the Issuer and the Guarantor making the relevant payment or is acting through a permanent establishment in such jurisdiction, or, (y) is resident for tax purposes of a jurisdiction having entered into a double tax treaty with the jurisdiction of the Issuer and the Guarantor making the relevant payment and fulfils all conditions to benefit from such treaty, including by complying with any necessary procedural formalities, and provided further that (ii) no payment is made by the Issuer on a bank account opened in a financial institution situated in a non-cooperative State or territory within the meaning of Article 238-0 A of the French Code général des impôts, other than those States or territories mentioned in 2° of 2 bis of the same article or to an Agent established or domiciled in such non-cooperative state or territory.
- 20.7 If, under any applicable law and whether pursuant to a judgment being made or registered against the Issuer or any Guarantor or in the liquidation, insolvency or analogous process of the Issuer or a Guarantor or for any other reason, any payment under this Agreement is made in a currency (the "**other currency**") other than that in which the relevant payment is expressed to be due (the "**required currency**") under this Agreement, then, to the extent that the payment (when converted into the required currency at the spot rate of exchange on the date of payment or, if it is not practicable for the relevant Agent to purchase the required currency with the other currency on the date of payment, at the spot rate of exchange as soon thereafter as it is practicable for it to do so or, in the case of a liquidation, insolvency or analogous process, at the spot rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such liquidation, insolvency or analogous process) actually received by the relevant Agent falls short of the amount due under the terms of this Agreement, the Issuer and each Guarantor undertakes that it shall, as a separate and independent obligation, indemnify and hold harmless the relevant Agent against the amount of such shortfall on an after Tax basis. For the purpose of this Clause 20.7, "**spot rate of exchange**" means the spot rate at which the relevant Agent is able on the relevant date to purchase the required currency with the other currency and shall take into account any reasonable costs of exchange.

- 20.8 Each Agent shall severally indemnify the Issuer and each Guarantor against any Liabilities which the Issuer or a Guarantor may incur or which may be made against the Issuer or a Guarantor as a direct result of the wilful default, gross negligence or fraud of such Agent or that of its officers, directors or employees. Notwithstanding the foregoing, under no circumstances will the Agents be liable to the Issuer or any Guarantor for any consequential or indirect loss or consequential or indirect damages of any kind whatsoever (such as loss of business, goodwill, opportunity or profit), in each case arising out of or in connection with this Agreement even if advised of the possibility of such loss or damage.
- 20.9 The indemnities above shall survive any termination of this Agreement or the expiry of this Agreement or the termination or resignation of appointment of any Agent.
- 20.10 The Contracts (Rights of Third Parties) Act 1999 is applicable to this Clause 20 and accordingly any Compensated Person may enforce the terms of this Clause 20.

21. **Conditions of appointment**

- 21.1 Save as provided in Clause 2.6 and in this Clause 21, each Paying Agent shall be entitled to deal with money paid to it by the Issuer or a Guarantor for the purposes of this Agreement in the same manner as other money paid to a banker by its customers and shall not be liable to account to the Issuer, a Guarantor or any other person for any interest or other amounts in respect of such money. No money held by any Agent need be segregated except as required by law and no such party is subject to the Client Money Rules of the UK Financial Conduct Authority.
- 21.2 The Agents shall act solely as agents of the Issuer and the Guarantors or, in the circumstances set out in Clause 2.6, the Trustee, and will not be under any fiduciary duties or assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.
- 21.3 No Agent shall exercise any right of set-off or lien against the Issuer, the Guarantors, the Trustee or any Noteholder in respect of any moneys payable to or by it under the terms of this Agreement.
- 21.4 Except as otherwise ordered by a court of competent jurisdiction or required by law or otherwise instructed by the Issuer with the approval of the Trustee, each of the Agents shall be entitled to treat the registered holder of any Note as the absolute owner for all purposes (whether or not any payment in respect of the relevant Note shall be overdue and notwithstanding any notice of ownership, trust or any interest or any writing on the relevant Note or any notice of previous loss or theft of the relevant Note).
- 21.5 Each Agent shall be obliged to perform such duties and only such duties as are set out in this Agreement, and the Conditions and no implied duties or obligations of any kind (including without limitation duties or obligations of a fiduciary or equitable nature) shall be read into this Agreement or the Conditions against any Agent other than to exercise the diligence of a reasonably prudent agent in comparable circumstances.
- 21.6 Each Agent (at the expense of the Issuer) may consult with any expert or legal, financial and other professional advisers and the opinion of the advisers shall be full and complete protection in respect of any action taken, omitted or suffered under this Agreement in good faith and in accordance with the opinion of such advisers.
- 21.7 Each Agent shall be protected and shall incur no liability for or in respect of any action taken, omitted or suffered in reliance upon any information, reports, certificates, instruction, request or order from the Issuer or the Trustee or any document which it

reasonably believes to be genuine and to have been delivered, signed or sent by the proper party or parties or upon written instructions from the Issuer or the Trustee.

- 21.8 Any Agent and its officers, directors, employees, agents or delegates or controlling persons may become the owner of, or acquire any interest in, Notes with the same rights that it or he would have if the Agent concerned were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuer, the Guarantors or the Trustee, and may act on, or as depositary, trustee or agent for, any committee or body of Noteholders or other obligations of the Issuer or the Guarantors, as freely as if such Agent were not appointed under this Agreement without regard to the interests of the Issuer or the Guarantors and shall be entitled to retain and shall not in any way be liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.
- 21.9 Each of the Issuer and the Guarantors shall provide the Agents with a certified copy of the signatures of each of its Authorised Signatories who is duly authorised to execute documents and take actions on its behalf in connection with this Agreement and shall notify the Agents immediately in writing if any of those persons ceases to be authorised or if any additional person becomes authorised together, in the case of an additional authorised person, with evidence satisfactory to the Agents that the person has been authorised.
- 21.10 No Agent shall be under any obligation to take any action under this Agreement which it expects will result in any expense or liability accruing to it or where such action is on the basis of unclear, equivocal or conflicting instructions (and in the case of any such unclear or conflicting instructions, the relevant Agent shall be entitled to request clarification of such instructions and will not be liable for any losses occasioned by any delay arising from such unclear, equivocal or conflicting instructions or from such clarification).
- 21.11 Notwithstanding anything else herein contained, the Trustee and the Agents may refrain without liability from doing anything that would or might in its opinion be contrary to any law of any state or jurisdiction (including but not limited to Ireland, the United States of America or any jurisdiction forming a part of it and England and Wales) or any directive or regulation of any agency of any such state or jurisdiction and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.
- 21.12 No Agents shall have any liability for any stamp duty, tax or other governmental charge (including any interest and penalties thereon or in connection therewith) that may be imposed in relation to the execution and delivery of this Agreement.
- 21.13 Nothing in this Agreement shall require the Principal Paying Agent or a Paying Agent to assume an obligation of the Issuer or any Guarantor arising under any provision of the listing, prospectus, disclosure or transparency rules (or equivalent rules of any other competent authority).
- 21.14 The Agents shall not be responsible to anyone with respect to the legality of this Agreement or the validity or legality of the Notes.
- 21.15 In the case of any default by the Issuer or any Guarantor, the Agents shall have no duty or responsibility in the performance of the Issuer's or such Guarantors obligations under the Conditions.
- 21.16 Notwithstanding any provision of this Agreement to the contrary, no Agent shall in any event be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits, goodwill, reputation, business opportunity or anticipated saving), whether or not foreseeable, even if such Agent has

been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract, breach of trust or otherwise.

21.17 No Agent shall incur any liabilities arising through any acts, events or circumstances not reasonably within its control, or resulting from the general risks of investment in or the holding of assets in any jurisdiction, including, but not limited to, liabilities arising from: nationalisation, expropriation or other governmental actions; any law, order or regulation of a governmental, supranational or regulatory body; regulation of the banking or securities industry, including changes in market rules or practice, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters, epidemics or acts of God; war, terrorism, insurrection or revolution; and strikes or industrial action.

21.18 Each party shall, within 10 business days of a written request by another party, supply to that other party such forms, documentation and other information relating to it, its operations, or the Notes as that other party reasonably requests for the purposes of that other party's compliance with Applicable Law and shall notify the relevant other party reasonably promptly in the event that it becomes aware (or, in the case of the Issuer, has actual knowledge or receives express notice) that any of the forms, documentation or other information provided by such party is (or becomes) inaccurate in any material respect; provided, however, that no party shall be required to provide any forms, documentation or other information pursuant to this Clause 21.18 to the extent that: (a) any such form, documentation or other information (or the information required to be provided on such form or documentation) is not reasonably available to such party and cannot be obtained by such party using reasonable efforts; or (b) doing so would or might in the reasonable opinion of such party constitute a breach of any: (i) Applicable Law; (ii) fiduciary duty; or (iii) duty of confidentiality. For the purposes of this Clause 21.18, "**Applicable Law**" shall be deemed to include: (a) any rule or practice of any Authority by which any Party is bound or with which it is accustomed to comply; (b) any agreement between any Authorities; and (c) any agreement between any Authority and any party that is customarily entered into by institutions of a similar nature.

22. **Communication with agents**

A copy of all communications relating to the subject matter of this Agreement between the Issuer, the Guarantors or the Trustee and any of the Agents (other than the Principal Paying Agent) shall be sent to the Principal Paying Agent.

23. **Termination of appointment**

23.1 The Issuer may, with the prior written approval of the Trustee (which approval shall not be unreasonably withheld), terminate the appointment of any Agent at any time and/or appoint additional or other Agents by giving to the Agent whose appointment is concerned and, where appropriate, the Principal Paying Agent and the Registrar at least 90 days' prior written notice to that effect, provided that, so long as any Notes are outstanding:

(a) in the case of a Paying Agent, the notice shall not expire less than 45 days before any Interest Payment Date; and

(b) notice shall be given to Noteholders in accordance with Condition 18 at least 30 days before the removal or appointment of an Agent.

- 23.2 Notwithstanding the provisions of Clause 23.1, if (a) at any time an Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or if an administrator, liquidator or administrative or other receiver of it or of all or a substantial part of its property is appointed, or it admits in writing its inability to pay or meet its debts as they may mature or suspends payment of its debts, or if an order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a public officer takes charge or control of the Agent or of its property or affairs for the purpose of rehabilitation, administration or liquidation or (b) in the case of the Agent Bank, it fails to make any determination or calculation as provided in the Conditions and this Agreement, the Issuer may, with the prior written approval of the Trustee (which approval shall not be unreasonably withheld), forthwith without notice terminate the appointment of the Agent, in which event notice shall be given to the Noteholders under Condition 18 as soon as is practicable.
- 23.3 The termination of the appointment of an Agent under this Agreement shall not entitle the Agent to any amount by way of compensation but shall be without prejudice to any amount then accrued due.
- 23.4 All or any of the Agents may resign their respective appointments under this Agreement without any responsibility for any loss or liability arising as a result thereof and with no obligation to give any reason therefor at any time by giving to the Issuer, the Trustee and, where appropriate, the Principal Paying Agent at least 90 days' prior written notice to that effect provided that, in the case of a Paying Agent, so long as any of the Notes are outstanding, the notice shall not expire less than 45 days before any Interest Payment Date. Following receipt of a notice of resignation from an Agent, the Issuer shall promptly, and in any event not less than 30 days before the resignation takes effect, give notice of such resignation to the Noteholders under Condition 18. If the Principal Paying Agent or the Registrar shall resign or be removed pursuant to Clause 23.1 or 23.2 above or in accordance with this Clause 23.4, the Issuer shall promptly and in any event within 30 days appoint a successor (being a reputable financial institution of good standing). If the Issuer fails to appoint a successor within such period, the Principal Paying Agent or the Registrar, as the case may be, may select a leading bank to act as Principal Paying Agent hereunder and the Issuer shall appoint that bank as the successor Principal Paying Agent. No such removal or resignation of the Principal Paying Agent or the Registrar shall be effective until a successor has been appointed.
- 23.5 Notwithstanding the provisions of Clauses 23.1, 23.2, 23.4 and 23.11, so long as any Notes are outstanding, the termination of the appointment of the Principal Paying Agent (whether by the Issuer or by the resignation of the Principal Paying Agent) shall not be effective unless upon the expiry of the relevant notice there is a Principal Paying Agent.
- 23.6 Any successor Agent shall execute and deliver to its predecessor, the Issuer, each Guarantor, the Trustee and, where appropriate, the Principal Paying Agent an instrument accepting its appointment under this Agreement, and the successor Agent, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of the predecessor with like effect as if originally named as an Agent.
- 23.7 If the appointment of an Agent under this Agreement is terminated (whether by the Issuer or by the resignation of the relevant Agent), such Agent shall on the date on which the termination takes effect deliver to its successor Agent (or, if none, the Principal Paying Agent) all Certificates evidencing entitlement to Notes surrendered to it but not yet destroyed and all records concerning the Notes maintained by it (except such documents

and records as it is obliged by law or regulation to retain or not to release) and pay to its successor Agent (or, if none, to the Principal Paying Agent) the amounts (if any) held by it in respect of any Notes which have become due and payable but which have not been presented for payment, but shall have no other duties or responsibilities under this Agreement.

- 23.8 If the Principal Paying Agent or any of the other Agents shall change its Specified Office, it shall give to the Issuer, the Guarantors, the Trustee and the other Agents not less than 25 days' prior written notice (in accordance with Clause 25) to that effect giving the address of the new Specified Office. As soon as practicable thereafter and in any event at least 20 days before the change, the Principal Paying Agent shall give to the Noteholders on behalf of and at the expense of the Issuer notice of the change and the address of the new Specified Office in accordance with Condition 18.
- 23.9 A corporation into which any Agent for the time being may be merged or converted or a corporation with which the Agent may be consolidated or a corporation resulting from a merger, conversion or consolidation to which the Agent shall be a party, or any corporation to which the Agent shall sell or otherwise transfer all or substantially all the assets of the Agent, shall, on the date when such merger, conversion, consolidation or transfer becomes effective and to the extent permitted by applicable law, be the successor Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement. Notice of any merger, conversion, consolidation or transfer shall as soon as reasonably practicable be given to the Issuer, the Guarantors, the Trustee and, where appropriate, the Principal Paying Agent.
- 23.10 Upon any resignation or termination taking effect under this Clause 23, the relevant Agent, shall:
- (a) be released and discharged from its obligations under this Agreement (save that it shall remain entitled to the benefit of and subject to Clauses 20, 21 and 23 in relation to its period of appointment);
 - (b) in the case of the Registrar, deliver to the Issuer and its successor a copy, certified as true and up to date by an officer or authorised signatory of the Registrar, of the records maintained by it in accordance with Clauses 9 and 17; and
 - (c) as soon as reasonably practicable transfer all moneys and papers (including any unissued Certificates and/or Certificates surrendered but not yet destroyed held by it hereunder and any documents held by it pursuant to Clause 18) to its successor and, upon appropriate notice, provide reasonable assistance to its successor for the discharge of its duties and responsibilities hereunder.
- 23.11 Notwithstanding any other provision in this Agreement, if the Issuer determines, in its sole discretion, that it will be required to withhold or deduct any FATCA Withholding in connection with any payments due on the Notes and such FATCA Withholding would not have arisen but for the Paying Agent not being or having ceased to be a person to whom payments are free from FATCA Withholding, the Issuer will be entitled to terminate the appointment of such Paying Agent without notice and such termination will be effective from any such time specified in writing to such Paying Agent.
- 23.12 For the avoidance of doubt, the provisions of Clauses 20 (*Remuneration of the Agents, indemnification and liability*) and 21 (*Conditions of appointment*) shall survive the termination of this Agreement and/or the resignation or termination of the appointment of any Agent.

24. **Meetings of Noteholders**

The provisions of Schedule 4 to the Trust Deed shall apply to meetings of the Noteholders and shall have effect in the same manner as if set out in this Agreement. Each Agent agrees to perform the duties (if any) imposed on it in Schedule 4 to the Trust Deed.

25. **Notices**

25.1 All notices or other communications under or in connection with this Agreement shall be given in writing in the English language (by letter or electronic communication). Any such notice will be deemed to be given as follows:

- (a) if delivered in person, at the time of delivery to the relevant address;
- (b) if sent by courier, two Business Days after despatch; and
- (c) if by electronic communication, when the relevant receipt of such communication being read is given or, where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication.

However, a notice given in accordance with the above but received on a day which is not a Business Day or after 5.00 p.m. on a Business Day in the place of receipt will only be deemed to be given on the next Business Day. In this Clause 25, "**Business Day**" in relation to any place means a day on which commercial banks are open for general business in that place.

25.2 The address and email address of the Issuer, the Guarantors, and the Agents for all notices under or in connection with this Agreement shall be as follows, but shall at any rate be an address and email address without an Austrian nexus:

- (a) in the case of the Issuer, to:

ATOS S.E.

80 quai Voltaire, 95870
Bezons, France

Email: jf.deprest@atos.net

nicolas.deruaz@atos.net

cecile.kavalses@eviden.com

edwige.berger@atos.net

CC: dl-grouptreasury-geneva@atos.net

Attention: Group CFO Jacques-François de Prest

Group Head of Treasury NICOLAS DERUAZ

General Secretary Cécile KAVALSES

Head of Legal Corporate Affairs EDWIGE BERGER

- (b) in the case of the Guarantors, care of the Issuer to:

ATOS S.E.

80 quai Voltaire, 95870

Bezons, France

Email: jf.deprest@atos.net
nicolas.deruaz@atos.net
cecile.kavalses@eviden.com
edwige.berger@atos.net

CC: dl-grouptreasury-geneva@atos.net

Attention: Group CFO Jacques-François de Prest
Group Head of Treasury NICOLAS DERUAZ
General Secretary Cécile KAVALSES
Head of Legal Corporate Affairs EDWIGE BERGER

(c) in the case of the Trustee, to:

GLAS Trustees Limited
55 Ludgate Hill, Level 1 West
London EC4M 7JW
United Kingdom

Email: dcm@glas.agency
Attention: Debt Capital Markets

(d) in the case of the Principal Paying Agent and the Transfer Agent, to:

GLAS Trust Company LLC
3 Second Street,
Suite 206
Jersey City, New Jersey 07311
United States

Email: dcm@glas.agency
Attention: Debt Capital Markets

(e) in the case of the Registrar to:

GLAS Trust Company LLC
3 Second Street,
Suite 206
Jersey City, New Jersey 07311
United States

Email: dcm@glas.agency
Attention: Debt Capital Markets

(f) in the case of the Agent Bank, to:

GLAS Trust Company LLC 3 Second Street,
Suite 206
Jersey City, New Jersey 07311
United States

Email: dcm@glas.agency
Attention: Debt Capital Markets

or to such other address, email address or marked for the attention of such other person or department as may from time to time be notified by any party to the others by not less than five days' written notice in accordance with the provisions of this Clause 25.

26. **Severability**

If any provision in or obligation under this Agreement 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 Agreement; 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 Agreement.

27. **Amendments**

This Agreement may be amended by all of the parties, without the consent of any Noteholder, either:

- (a) for the purpose of curing any ambiguity or of curing, correcting or supplementing any manifest or proven error or any other defective provision contained in this Agreement; or
- (b) in any other manner which the parties may mutually deem necessary or desirable and which shall not be inconsistent with the Conditions and shall not, in the opinion of the Trustee, be materially prejudicial to the interests of the Noteholders.

No amendment, modification or termination of any provision of this Agreement shall be effective unless it is in writing and signed by the Issuer, the Guarantors, the Trustee and each Agent.

28. **Contracts (rights of third parties) act 1999**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

29. **Recognition of bail-in powers**

29.1 Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between the Agents, the Issuer and the Guarantors, the Issuer and each of the Guarantors acknowledge and accept that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of an Agent to the Issuer and/or the Guarantors under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
 - (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

- (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the relevant Agent or another person, and the issue to or conferral on the Issuer and/or the Bank of such shares, securities or obligations;
 - (iii) the cancellation of the BRRD Liability; and
 - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;
- (b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

29.2 For the purposes of this Clause 29:

"Bail-in Legislation" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"Bail-in Powers" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"BRRD Liability" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"EU Bail-in Legislation Schedule" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) on its website from time to time;

"Relevant Resolution Authority" means the resolution authority with the ability to exercise any Bail in Powers in relation to the relevant Agent; and

"Write Down and Conversion Powers" has the meaning given to it in the EU Bail-in Legislation Schedule.

30. **General**

30.1 This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

30.2 The parties to this Agreement acknowledge and agree that this Agreement may be executed by electronic means by any party.

30.3 The Issuer, failing which the Guarantors, will pay promptly on demand by any Agent or the Trustee, any stamp duty, sales, excise, registration and other taxes, duties and fees payable in connection with the execution, delivery, filing, recording or enforcement of this Agreement (unless such taxes or duties are payable as a result of a voluntary registration).

30.4 The Note Documents contain the whole agreement between the parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this

Agreement. In this Clause 30.4, "the Note Documents" includes this Agreement, the Trust Deed, each Agent's fee letter and all documents entered into in connection with the Note Documents.

30.5 The parties acknowledge that the internet or other types of electronic communications cannot guarantee the integrity and safety of the transferred data nor the delay in which they will be processed. No Agent shall therefore be liable for any operational incident and its consequences arising from the use of internet or other types of electronic communications. The Agents shall not have any duty or obligation to verify or confirm that the person who sent instructions or directions is, in fact, a person authorised to give instructions on behalf of the Issuer or the Guarantors and shall have no liability for any losses incurred or sustained by the Issuer or the Guarantors as a result of such reliance upon or compliance with such instructions. The Issuer and each of the Guarantors agree that the indemnity set out in Clause 20 shall apply in respect of any actual loss suffered as a result of acting upon such instructions. Each of the Agents shall be entitled to request clarification of any instruction received by it from the Issuer or the Guarantors and shall refrain from acting unless and until those clarifications are received by it and shall have no liability for any consequence thereof.

31. **Governing law and submission to jurisdiction**

31.1 This Agreement (including the remaining provisions of this Clause 31 and any non-contractual obligations arising out of or in connection with this Agreement) shall be governed by, and construed in accordance with, English law.

31.2 Subject to Clause 31.3, the Issuer and each Guarantor irrevocably agrees for the benefit of the Agents and the Trustee that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and accordingly submit to the exclusive jurisdiction of the English courts.

31.3 The Issuer and each Guarantor waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum.

31.4 The Issuer and each Guarantor irrevocably and unconditionally appoints Atos IT Services UK Limited (registered under number 124553) at its registered office located at Second Floor, Mid City Place, 71 High Holborn, London, United Kingdom WC1V 6EA as its agent for service of process in England in respect of any suit, action or proceeding arising out of or in connection with this Agreement (together referred to as **Proceedings**) and undertakes that in the event of it ceasing so to act it will appoint such other person as the Trustee may approve as its agent for that purpose.

31.5 Each of the Agents irrevocably and unconditionally appoints GLAS Specialist Services Limited at its registered office for the time being as its agent for service of process in England in respect of any Proceedings and undertakes that in the event of it ceasing so to act it will appoint another person with a registered office in London as its agent for service of process.

31.6 The Issuer, each Guarantor and the Agents:

(a) agrees to procure that, so long as any of the Notes remain liable to prescription, there shall be in force an appointment of such a person approved by the Trustee with an office in London with authority to accept service as aforesaid;

(b) agrees that failure by any such person to give notice of such service of process to the Issuer, the Guarantors or the relevant Agent shall not impair the validity of such service or of any judgement based thereon; and

(c) agrees that nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

31.7 The Issuer and each Guarantor irrevocably and unconditionally waives and agrees not to raise with respect to this Agreement any right to claim sovereign or other immunity from jurisdiction or execution and any similar defence, and irrevocably and unconditionally consents to the giving of any relief or the issue of any process, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Proceedings.

Schedule 1

Form of Transfer Certificate

IMPORTANT NOTICE: BRINGING THIS DOCUMENT, ANY CERTIFIED COPY OR ANY DOCUMENT WHICH CONSTITUTES SUBSTITUTE DOCUMENTATION THEREOF, INCLUDING WRITTEN CONFIRMATIONS OR REFERENCES THERETO OR TO THE TRANSACTIONS OUTLINED IN THIS DOCUMENT, INTO AUSTRIA, OR SIGNING (IN WHATEVER FORM) ANY OF THE AFOREMENTIONED DOCUMENTS IN AUSTRIA AS WELL AS SENDING ANY E-MAIL, FAX OR OTHER ELECTRONIC COMMUNICATION CARRYING A SIGNATURE (IN WHATEVER FORM) WHICH REFERS TO THE DOCUMENT OR THE TRANSACTIONS OUTLINED IN THIS DOCUMENT TO OR FROM AN AUSTRIAN ADDRESS MAY TRIGGER AUSTRIAN STAMP DUTY. ABSTAIN FROM THESE ACTIONS UNLESS THEY DO NOT TRIGGER AUSTRIAN STAMP DUTY.

144A to REG S

FORM OF CERTIFICATE FOR A TRANSFER OF AN INTEREST IN A RULE 144A GLOBAL CERTIFICATE TO AN INTEREST IN A REGULATION S GLOBAL CERTIFICATE.

ATOS S.E (the "Issuer")

€137,462,000 GUARANTEED SENIOR SECURED NOTES DUE 2032 (the "Notes")

GLAS Trust Company LLC (as "Registrar")

In connection with the sale of the beneficial interest in Notes in principal amount of €[●], we confirm that such sale has been effected pursuant to and in accordance with Regulation S under the U.S. Securities Act of 1933, as amended ("**Regulation S**"), and accordingly we represent that:

1. the offer and sale of such interest was made in an offshore transaction to a non-U.S. person within the meaning of Rule 902 of Regulation S;
2. no "directed selling efforts" have been made in the United States within the meaning of Rule 903(a)(2) or Rule 904(a)(2) of Regulation S, as applicable;
3. the transaction is not part of a plan or scheme to evade the registration requirements of the U.S. Securities Act of 1933; and
4. we are, or are acting on behalf of, the owner of the beneficial interest in the Notes.

In addition, if the undersigned is an officer or director of the Trustee or a distributor or any affiliate of the Trustee solely by virtue of holding such position, such sale is made in accordance with the applicable provisions of Rule 904(b)(2) of Regulation S. Accordingly, we request that you transfer our beneficial interest evidenced by the Rule 144A Global Certificate (CUSIP No. [●], ISIN No. [●], Common Code [●]) with Euroclear or Clearstream, Luxembourg for a beneficial interest evidenced by the Regulation S Global Certificate to be held with [●] as nominee for Euroclear and/or Clearstream, Luxembourg (ISIN No. [●], Common Code [●]) in the name of [*insert name of transferee*]¹. This certificate and the statements contained herein are made for your benefit and the benefit of each of the Issuer, the Trustee and the Agents. Terms used in this certificate have the meanings set forth in Regulation S and the Agency Agreement dated [●] 2024 (and as amended or restated from time to time) in respect of the Notes.

[Details of the relevant accounts at Euroclear and Clearstream, Luxembourg to be credited and debited, respectively, are as follows: [insert details].]

[Name of Transferor]

By: _____

Authorised Signature

Dated: _____

.....

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144A to IAI

.....
**FORM OF CERTIFICATE TO BE DELIVERED IN CONNECTION WITH THE
TRANSFER OF AN INTEREST IN A 144A GLOBAL CERTIFICATE TO AN INTEREST
IN AN INSTITUTIONAL ACCREDITED INVESTOR GLOBAL CERTIFICATE.**

GLAS Trust Company LLC (as "Registrar")

This transfer certificate relates to €[•] of Notes which are held in the form of beneficial interests in one or more 144A Certificates (ISIN No. [•], Common Code [•]) represented by the 144A Global Certificate in the name of [*transferor*] (the "**Transferor**"). The Transferor has requested an exchange or transfer of such beneficial interest for an interest in Institutional Accredited Investor Notes represented by the Institutional Accredited Investor Global Certificate.

In connection therewith, the Transferor certifies that such exchange or transfer has been effected in accordance with the transfer restrictions set forth in the Notes and in accordance with any applicable securities laws of the United States of America, any State of the United States of America or any other jurisdiction and any applicable rules and regulations of Euroclear and/or Clearstream, Luxembourg from time to time and, accordingly, the Transferor certifies as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

Such Notes are being transferred to a transferee whom the Transferor reasonably believes is an Institutional Accredited Investor pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A, Rule 144, Rule 903 or Rule 904, and the Transferor certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act and the transfer complies with the restrictions applicable to beneficial interests in an [Institutional Accredited Investor Global Certificate] [Institutional Accredited Investor Definitive Certificate] and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

The Transferor understands that this Certificate is required in connection with certain securities or other legislation in the United States and/or in connection with the Notes being eligible for clearance in one or more clearing systems. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or might be relevant, the Transferor irrevocably authorises each entity to which this certificate is addressed to produce this certificate or a copy hereof to any interested party in such proceedings.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer. Terms used in this certificate have the meanings set forth in the Agency Agreement dated [•] 2024 (and as amended or restated from time to time) in respect of the Notes.

[Details of the relevant accounts at Euroclear and/or Clearstream, Luxembourg to be credited and debited, respectively, are as follows: [*insert details*].]

[*Name of Transferor*]

By: _____

Authorised Signature

Dated: _____

REG S to 144A

.....
**FORM OF CERTIFICATE TO BE DELIVERED IN CONNECTION WITH THE
TRANSFER OF AN INTEREST IN A REGULATION S GLOBAL CERTIFICATE TO AN
INTEREST IN A RULE 144A GLOBAL CERTIFICATE.**

GLAS Trust Company LLC (as "Registrar")

This transfer certificate relates to €[•] of Notes which are held in the form of beneficial interests in one or more Regulation S Certificates (ISIN No. [•], Common Code [•]) represented by the Regulation S Global Certificate in the name of [*transferor*] (the "**Transferor**"). The Transferor has requested an exchange or transfer of such beneficial interest for an interest in Rule 144A Notes represented by the Rule 144A Global Certificate.

In connection therewith, the Transferor certifies that such exchange or transfer has been effected in accordance with the transfer restrictions set forth in the Notes and in accordance with any applicable securities laws of the United States of America, any State of the United States of America or any other jurisdiction and any applicable rules and regulations of Euroclear and/or Clearstream, Luxembourg from time to time and, accordingly, the Transferor certifies as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

Such Notes are being transferred in accordance with Rule 144A to a transferee whom the Transferor reasonably believes is a "qualified institutional buyer" ("**QIB**") within the meaning of Rule 144A purchasing the Certificates for its own account or any account of a QIB, in each case in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

The Transferor understands that this Certificate is required in connection with certain securities or other legislation in the United States and/or in connection with the Notes being eligible for clearance in one or more clearing systems. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or might be relevant, the Transferor irrevocably authorises each entity to which this certificate is addressed to produce this certificate or a copy hereof to any interested party in such proceedings.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer. Terms used in this certificate have the meanings set forth in the Agency Agreement dated [•] 2024 (and as amended or restated from time to time) in respect of the Notes.

[Details of the relevant accounts at Euroclear and/or Clearstream, Luxembourg to be credited and debited, respectively, are as follows: [*insert details*].]

[*Name of Transferor*]

By: _____

Authorised Signature

Dated: _____

.....

REG S to IAI

.....
**FORM OF CERTIFICATE TO BE DELIVERED IN CONNECTION WITH THE
TRANSFER OF AN INTEREST IN A REG S GLOBAL CERTIFICATE TO AN INTEREST
IN AN INSTITUTIONAL ACCREDITED INVESTOR GLOBAL CERTIFICATE.**

GLAS Trust Company LLC (as "Registrar")

This transfer certificate relates to €[•] of Notes which are held in the form of beneficial interests in one or more Reg S Certificates (ISIN No. [•], Common Code [•]) represented by the Reg S Global Certificate in the name of [transferor] (the "**Transferor**"). The Transferor has requested an exchange or transfer of such beneficial interest for an interest in Institutional Accredited Investor Notes represented by the Institutional Accredited Investor Global Certificate.

In connection therewith, the Transferor certifies that such exchange or transfer has been effected in accordance with the transfer restrictions set forth in the Notes and in accordance with any applicable securities laws of the United States of America, any State of the United States of America or any other jurisdiction and any applicable rules and regulations of Euroclear and/or Clearstream, Luxembourg from time to time and, accordingly, the Transferor certifies as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

Such Notes are being transferred to a transferee whom the Transferor reasonably believes is an Institutional Accredited Investor pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A, Rule 144, Rule 903 or Rule 904, and the Transferor certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act and the transfer complies with the restrictions applicable to beneficial interests in an [Institutional Accredited Investor Global Certificate] [Institutional Accredited Investor Definitive Certificate] and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

The Transferor understands that this Certificate is required in connection with certain securities or other legislation in the United States and/or in connection with the Notes being eligible for clearance in one or more clearing systems. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or might be relevant, the Transferor irrevocably authorises each entity to which this certificate is addressed to produce this certificate or a copy hereof to any interested party in such proceedings.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer. Terms used in this certificate have the meanings set forth in the Agency Agreement dated [•] 2024 (and as amended or restated from time to time) in respect of the Notes.

[Details of the relevant accounts at Euroclear and/or Clearstream, Luxembourg to be credited and debited, respectively, are as follows: *[insert details]*.]

[Name of Transferor]

By: _____

Authorised Signature

Dated: _____

.....

IAI to REG S

.....
FORM OF CERTIFICATE FOR A TRANSFER OF AN INTEREST IN AN INSTITUTIONAL ACCREDITED INVESTOR GLOBAL CERTIFICATE TO AN INTEREST IN A REGULATION S GLOBAL CERTIFICATE.

ATOS S.E (the "Issuer")

€[137,462,000] GUARANTEED SENIOR SECURED NOTES DUE 2032 (the "Notes")

GLAS Trust Company LLC (as "Registrar")

In connection with the sale of the beneficial interest in Notes in principal amount of €●, we confirm that such sale has been effected pursuant to and in accordance with Regulation S under the U.S. Securities Act of 1933, as amended ("**Regulation S**"), and accordingly we represent that:

1. the offer and sale of such interest was made in an offshore transaction to a non-U.S. person within the meaning of Rule 902 of Regulation S;
2. no "directed selling efforts" have been made in the United States within the meaning of Rule 903(a)(2) or Rule 904(a)(2) of Regulation S, as applicable;
3. the transaction is not part of a plan or scheme to evade the registration requirements of the U.S. Securities Act of 1933; and
4. we are, or are acting on behalf of, the owner of the beneficial interest in the Notes.

In addition, if the undersigned is an officer or director of the Trustee or a distributor or any affiliate of the Trustee solely by virtue of holding such position, such sale is made in accordance with the applicable provisions of Rule 904(b)(2) of Regulation S. Accordingly, we request that you transfer our beneficial interest evidenced by the Institutional Accredited Investor Global Certificate (CUSIP No. [●], ISIN No. [●], Common Code [●]) with Euroclear or Clearstream, Luxembourg for a beneficial interest evidenced by the Regulation S Global Certificate to be held with [●] as nominee for Euroclear and/or Clearstream, Luxembourg (ISIN No. [●], Common Code [●]) in the name of [**insert name of transferee**]¹. This certificate and the statements contained herein are made for your benefit and the benefit of each of the Issuer, the Trustee and the Agents. Terms used in this certificate have the meanings set forth in Regulation S and the Agency Agreement dated [●] 2024 (and as amended or restated from time to time) in respect of the Notes.

[Details of the relevant accounts at Euroclear and Clearstream, Luxembourg to be credited and debited, respectively, are as follows: [insert details].]

[Name of Transferor]

By: _____

Authorised Signature

Dated: _____

.....

IAI to 144A

.....
**FORM OF CERTIFICATE TO BE DELIVERED IN CONNECTION WITH THE
TRANSFER OF AN INTEREST IN A INSTITUTIONAL ACCREDITED INVESTOR
GLOBAL CERTIFICATE TO AN INTEREST IN A RULE 144A GLOBAL CERTIFICATE.**

GLAS Trust Company LLC (as "Registrar")

This transfer certificate relates to €[•] of Notes which are held in the form of beneficial interests in one or more Institutional Accredited Investor Certificates (ISIN No. [•], Common Code [•]) represented by the Regulation S Global Certificate in the name of [*transferor*] (the "**Transferor**"). The Transferor has requested an exchange or transfer of such beneficial interest for an interest in Rule 144A Notes represented by the Rule 144A Global Certificate.

In connection therewith, the Transferor certifies that such exchange or transfer has been effected in accordance with the transfer restrictions set forth in the Notes and in accordance with any applicable securities laws of the United States of America, any State of the United States of America or any other jurisdiction and any applicable rules and regulations of Euroclear and/or Clearstream, Luxembourg from time to time and, accordingly, the Transferor certifies as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

Such Notes are being transferred in accordance with Rule 144A to a transferee whom the Transferor reasonably believes is a "qualified institutional buyer" ("**QIB**") within the meaning of Rule 144A purchasing the Certificates for its own account or any account of a QIB, in each case in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

The Transferor understands that this Certificate is required in connection with certain securities or other legislation in the United States and/or in connection with the Notes being eligible for clearance in one or more clearing systems. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or might be relevant, the Transferor irrevocably authorises each entity to which this certificate is addressed to produce this certificate or a copy hereof to any interested party in such proceedings.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer. Terms used in this certificate have the meanings set forth in the Agency Agreement dated [•] 2024 (and as amended or restated from time to time) in respect of the Notes.

[Details of the relevant accounts at Euroclear and/or Clearstream, Luxembourg to be credited and debited, respectively, are as follows: [*insert details*].]

[*Name of Transferor*]

By: _____

Authorised Signature

Dated: _____

.....

Schedule 2

Form of Exercise Notice

[CHANGE OF CONTROL][ASSET SALE][PERFORMANCE GUARANTEE][RECEIVABLES FINANCING][PERMITTED REFINANCING] EXERCISE NOTICE

ATOS S.E.

€[137,462,000] GUARANTEED SENIOR SECURED NOTES DUE 2032 (the "Notes")

By depositing this duly completed [Change of Control][Asset Sale][Performance Guarantee][Receivables Financing][Permitted Refinancing] Exercise Notice with the Paying Agent the undersigned holder of such of the Notes as are, or are represented by the Certificate that is, surrendered with this [Change of Control][Asset Sale][Performance Guarantee][Receivables Financing][Permitted Refinancing] Exercise Notice and referred to below irrevocably elects to have such Notes, or the principal amount of Notes specified below redeemed on the [Change of Control Purchase Date][Asset Sale Put Date][Performance Guarantee Put Date][Receivables Financing Put Date][Permitted Refinancing Put Date] (as defined in the Conditions) in accordance with Condition [11.4][11.5][11.7][11.8].

This [Change of Control][Asset Sale][Performance Guarantee][Receivables Financing][Permitted Refinancing] Exercise Notice relates to Certificates in principal amount of [●], bearing the following certificate number(s):

[●]

If the Certificates to which this [Change of Control][Asset Sale][Performance Guarantee][Receivables Financing][Permitted Refinancing] Exercise Notice relates are to be returned and/or a new Certificate representing the balance of the Noteholder's holding in respect of which no election has been made is to be issued, such Certificates should be returned by post to ⁽¹⁾:

[INSERT ADDRESS]

Payment Instructions

Please make payment in respect of the above Notes by transfer to the following EURO account:

Bank:

Branch Address:

Branch Code:

Account Number:

Account Name:

*Delete as appropriate

Signature of holder:

Certifying signature ⁽²⁾:

[To be completed by recipient Paying Agent]

Received by:

[Signature and stamp of Paying Agent]

At its office at:

On:

Notes

- (1) The Agency Agreement provides that Certificates so returned or Certificates issued will be sent by post, uninsured and at the risk of the Noteholder, unless the Noteholder otherwise requests and pays the costs of such insurance in advance to the relevant Agent. This section need only be completed if the Certificate is not to be forwarded to the address shown on the Register.
- (2) The signature of any person relating to Notes shall conform to a list of duly authorised specimen signatures supplied by the holder of such Notes or (if such signature corresponds with the name as it appears on the face of the Certificate) be certified by a notary public or a recognised bank or be supported by such other evidence as the Paying Agent may reasonably require. A representative of the holder should state the capacity in which he signs.
- (3) This [Change of Control][Asset Sale][Performance Guarantee][Receivables Financing][Permitted Refinancing] Exercise Notice is not valid unless all of the paragraphs requiring completion are duly completed.
- (4) The Agent with whom the above Certificates are deposited shall not in any circumstances be liable to the depositing Noteholder or any other person for any loss or damage arising from any act, default or omission of such Agent in relation to the Notes or any of them unless such loss or damage was caused by the fraud or negligence of such Agent or its directors, officers or employees.

Schedule 3

List of Guarantors

Austria

- a) Eviden Austria GmbH (E713), the registered office of which is at Wagramer Straße 19, Stock 16, 1220 Vienna, Austria and registered under number FN357865y;

Belgium

- b) Atos Belgium BV (EB43), the registered office of which is at 5 Da Vincilaan, Zaventem, 1930, Belgium and registered under number 0794607766 RLP Brussels (Dutch-speaking division).

France

- c) Atos France SAS (E022), the registered office of which is at 80 quai Voltaire, Immeuble River Ouest, 95870 Bezons, France and registered under number 408 024 719;
- d) Atos International SAS (E024), the registered office of which is at 80 quai Voltaire, Immeuble River Ouest, 95870 Bezons, France and registered under number 412 190 977;
- e) Bull SAS (E846), the registered office of which is at Rue Jean Jaures 78340, Les Clayes sous Bois, France and registered under number 642 058 739;
- f) Eviden France SAS (EA37), the registered office of which is at 80 quai Voltaire, Immeuble River Ouest, 95870 Bezons, France and registered under number 433 002 011;

Germany

- g) Atos Information Technology GmbH (E100 // E735), the registered office of which is at Otto-Hahn-Ring 6, 81739 München, Germany and registered under number HRB 235509;
- h) Atos Systems Business Services GmbH (E972), the registered office of which is at Am Seestern 1, 40547 Düsseldorf, Germany and registered under number HRB 82680;
- i) Eviden Germany GmbH (former AITs) (EB76 // EB37), the registered office of which is at Otto-Hahn-Ring 6, 81739 München, Germany and registered under number HRB 281696;

Hong Kong

- j) Atos Information Technology HK Limited (E535), the registered office of which is at 1301, Harbourside HQ, 8 Lam Chak Street, Kowloon Bay, Kowloon Hong Kong with business registration number 19320009;

Jersey

- k) Eviden Technology Services Limited (EB53), the registered office of which is at 44 Esplanade, St. Helier, Jersey, JE4 9WG and registered under number 146917;

Netherlands

- l) Atos International BV (E214), the registered office of which is at Burgemeester Rijnderslaan 30, 1185 MC Amstelveen, the Netherlands and registered under number 170091364;
- m) Eviden Netherlands B.V. (E222), the registered office of which is at Burgemeester Rijnderslaan 30, 1185 MC Amstelveen, the Netherlands and registered under number 30132762;
- n) Eviden Telco Services B.V. (E234), the registered office of which is at Burgemeester Rijnderslaan 30, 1185 MC Amstelveen, the Netherlands and registered under number 02073950;
- o) Atos Netherlands B.V. (EB45), the registered office of which is at Burgemeester Rijnderslaan 30, 1185 MC Amstelveen, the Netherlands and registered under number 88539342;

Poland

- p) Atos Poland Global Services sp. z o. o. (E554), the registered office of which is at ul Józefa Ignacego Kraszewskiego 1, 85-240 Bydgoszcz, Poland and registered under number 0000811198;

Spain

- q) Atos Major Events S.L.U. (E774), the registered office of which is C/ Albarracin 25 - 28037 Madrid, Spain with tax identification number (NIF) B86420668 with the Commercial Registry of Madrid under volume 29774, page 1, sheet M-535705;

United Kingdom

- r) Atos IT Services UK Limited (E584), the registered office of which is at Second Floor, Mid City Place, 71 High Holborn, London, England WC1V 6EA and registered under number 01245534;
- s) Syntel Europe Limited (E106), the registered office of which is at Second Floor, Mid City Place, 71 High Holborn, London, England, WC1V 6EA and registered under number 03227061;

United States

- t) Atos Syntel Inc. (E099), a Michigan corporation, the registered office of which is at 525 E. Big Beaver Rd., Suite 300, Troy, MI 48083, USA and registered under number 802305378;
- u) Syntel LLC (E105), a Michigan limited liability corporation, the registered office of which is at 525 E. Big Beaver Rd., Suite 300, Troy, MI 48083, USA and registered under number 802338621;
- v) Atos IT Solutions and Services, Inc. (E376), a Delaware corporation, the registered office of which is at 251 Little Falls Dr., Wilmington, DE 19808, the name of the registered agent at such address is Corporation Service Company and registered under number 2336225;
- w) Atos IT Outsourcing Services, LLC (E931), a Delaware limited liability company, the registered office of which is at 251 Little Falls Drive, Wilmington, DE 19808, the name of

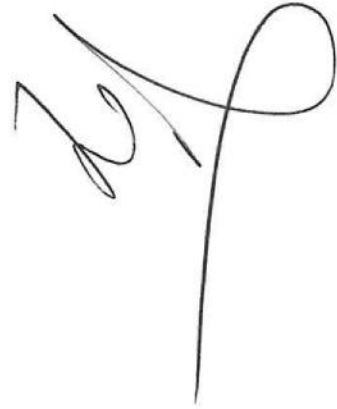
the registered agent at such address is Corporation Service Company, and registered under number 5677491;

- x) Eviden USA, Inc. (EB72), a Delaware corporation, the registered office of which is at 251 Little Falls Drive, Wilmington, DE 19808, the name of the registered agent at such address is Corporation Service Company, and registered under number 7142571;
- y) Green Holdco Inc. (E046), a Delaware corporation, the registered office of which is at 251 Little Falls Drive, Wilmington, DE 19808, the name of the registered agent at such address is Corporation Service Company, and registered under number 6974236;
- z) Syntel Delaware, LLC (E125), a Delaware limited liability company, the registered office of which is at 251 Little Falls Drive, Wilmington, DE 19808, the name of the registered agent at such address is Corporation Service Company, and registered under number 3739900;
- aa) Maven Wave Partners LLC (EA08), a Delaware limited liability company, the registered office of which is at 251 Little Falls Drive, Wilmington, DE 19808, the name of the registered agent at such address is Corporation Service Company, and registered under number 4774392;
- bb) Syntel SPC, Inc. (E149), a Michigan corporation, the registered office of which is at 525 E. Big Beaver Rd., Suite 300, Troy, MI 48083, USA and registered under number 801992289.

The Issuer

Signed by

for and on behalf of **ATOS S.E.:**

A handwritten signature in black ink, appearing to read "Jan P. M. A.", written over the text "Signed by" and "for and on behalf of ATOS S.E.:". The signature is written in a cursive style with a vertical line extending downwards from the end.A large, stylized handwritten signature in black ink, consisting of several loops and a long vertical tail, positioned to the right of the first signature.

The Guarantors

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Eviden Austria GmbH:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos Belgium B.V.:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos France SAS:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos International SAS:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Bull SAS:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Eviden France SAS:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos Information Technology GmbH:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos Systems Business Services GmbH:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Eviden Germany GmbH:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos Information**)
Technology HK Limited:)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Eviden Technology**)
Services Limited:)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos International B.V.:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Eviden Netherlands B.V.:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Eviden Telco Services**)
B.V.:)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos Netherlands B.V.:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos Poland Global**)
Services sp. z o. o.:)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos Major Events S.L.U.:**)
)

SIGNED by a duly authorised attorney for)
)
Atos IT Services UK Limited:)
)

.....
Print name of attorney: **Jacques-François de Prest**

SIGNED by a duly authorised attorney for)
)
Syntel Europe Limited:)
)

.....
Print name of attorney: **Jacques-François de Prest**

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos Syntel Inc.:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Syntel LLC.:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos IT Solutions and Services, Inc.:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Atos IT Outsourcing Services, LLC.:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Eviden USA, Inc.:**)
)

Signed by **Jacques-François de Prest**)
)
for and on behalf of **Green Holdco Inc.:**)
)



Signed by **Jacques-François de Prest**)
)
for and on behalf of **Syntel Delaware, LLC:**)
)



Signed by **Jacques-François de Prest**)
)
for and on behalf of **Maven Wave Partners**)
LLC:)



Signed by **Jacques-François de Prest**)
)
for and on behalf of **Syntel SPC, Inc.:**)
)



The Trustee

Signed by Audrey Rivaalen)
)
for and on behalf of **GLAS Trustees Limited:**)
)

The Principal Paying Agent and the Transfer Agent

Signed by Audrey Rivaalen)
)
for and on behalf of **GLAS Trust Company**)
LLC:)

The Registrar

Signed by Audrey Rivaalen)
)
for and on behalf of **GLAS Trust Company**)
LLC:)

The Agent Bank

Signed by Audrey Rivaalen)
)
for and on behalf of **GLAS Trust Company**)
LLC:)