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## **Appendix 12 - Draft resolutions relating to share capital increases and share capital transactions implemented under the Accelerated Safeguard Plan**

Approval of the Company's accelerated safeguard plan (*plan de sauvegarde accélérée*) (the "**Accelerated Safeguard Plan**") by the class of shareholders of the Company, meeting as a class of affected parties, would entail approval by the class of shareholders of all of the resolutions included in this Appendix, delegating powers to the Company's Board of Directors for the purpose of carrying out the share capital increases and various transactions involving the Company's share capital described and implemented under the Accelerated Safeguard Plan.

In the event (i) of non-approval of the Accelerated Safeguard Plan by the class of shareholders by a two-thirds majority of the votes held by the members having cast a vote and (ii) cross class cram down with regard to the class of shareholders in accordance with Article L.626-32 of the French *Code de commerce*, the judgment of the specialized Commercial Court of Nanterre (*Tribunal de Commerce spécialisé de Nanterre*) adopting the Accelerated Safeguard Plan, which would be asked to append all of the resolutions to the judgment, would constitute approval of the changes to the Company's shareholding and/or the rights of the Existing Shareholders and/or the articles of association provided for in the Accelerated Safeguard Plan and would entail delegation of powers to the Company's Board of Directors to implement the related share capital increases and transactions on the share capital under the conditions described in each of the resolutions and relating to:

1. Share capital reduction due to losses, by reducing the nominal value of shares – Delegation of powers to the Board of Directors to carry out the share capital reduction.
2. Delegation of powers to the Board of Directors to carry out a share capital increase in cash ("*en numéraire*") by issuing new ordinary shares in the Company, with maintenance of the preferential subscription rights for shareholders.
3. Delegation of powers to the Board of Directors to carry out a share capital increase in cash ("*en numéraire*") by issuing new ordinary shares in the Company, with cancelation of shareholders' preferential subscription rights in favor of the Non-Participating Creditors or, as the case may be, their respective affiliate(s), these persons constituting a category of persons meeting specified characteristics, and, where applicable, priority rights for existing shareholders.
4. Delegation of powers to the Board of Directors to carry out a share capital increase in cash ("*en numéraire*") by issuing new ordinary shares in the Company, with cancelation of shareholders' preferential subscription rights in favor of the Participating Creditors or, as the case may be, their respective affiliate(s), these persons constituting a category of persons meeting specified characteristics, and, where applicable, priority rights for existing shareholders.
5. Delegation of powers to the Board of Directors to carry out a share capital increase in cash ("*en numéraire*") by issuing new ordinary shares in the Company, with cancelation of shareholders' preferential subscription rights in favor of the Participating Creditors or, as the case may be, their respective affiliate(s), these persons constituting a category of persons meeting specified characteristics, and, where applicable, priority rights for existing shareholders.

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6. Delegation of powers to the Board of Directors to carry out the issue and free allocation of share subscription warrants, with cancellation of shareholders' preferential subscription rights in favor of the Participating Creditors or, as the case may be, their respective affiliate(s), these persons constituting a category of persons meeting specified characteristics, with, where applicable, preferential allocation to Existing Shareholders, these persons constituting a category of persons meeting specified characteristics.

If necessary, a court-appointed representative may also be appointed by the specialized Commercial Court of Nanterre (*Tribunal de Commerce spécialisé de Nanterre*) to take the necessary steps to implement the amendments to the shareholding or rights of the Existing Shareholders or to the articles of association, in accordance with Article L.626-32 of the French *Code de commerce*.

Unless otherwise provided for in this Appendix, defined terms shall have the meaning ascribed to them in the Accelerated Safeguard Plan.

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## **Definitions**

For the purposes of the resolutions included in this appendix, it is specified that:

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| <b>"Accelerated Safeguard Proceedings"</b>         | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Accelerated Safeguard Plan"</b>                | has the meaning given to it in this Appendix.  |
| <b>"Additional Equitization"</b>                   | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Additional Equity"</b>                         | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Affected Claims"</b>                           | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Affected Creditors"</b>                        | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Affected Parties"</b>                          | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Agents' Compensations and Fees"</b>            | means the claims due or to become due up to the Effective Restructuring Date held by the security agent, the agents appointed under the TLA Loan and the RCF Loan and by the trustees and/or the representatives of the masse appointed under the Bonds, against the Company exclusively in respect of their remuneration and expenses incurred with regard to these functions in accordance with the applicable contractual provisions. |
| <b>"Banks"</b>                                     | together mean the RCF Lenders and the TLA Lenders.   |
| <b>"Bank Claims"</b>                               | means all present or future payment obligations and commitments of the Company under the RCF Loan and the TLA Loan, excluding Agents' Compensations and Fees.  |
| <b>"Beneficiaries of the Equitization Capital"</b> | has the meaning given to it in this Appendix.  |

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**Increase Reserved for  
Non-Participating  
Creditors"**

**"Beneficiaries of the  
Equitization Capital  
Increase Reserved for  
Participating Creditors"**

has the meaning given to it in this Appendix.

**"Beneficiaries of the  
Potential Capital  
Increase"**

has the meaning given to it in this Appendix.

**"Bonds"**

means together the 2024 Exchangeable Bonds, the 2025 Bonds, the NEU MTN 2026 Bonds, the 2028 Bonds and the 2029 Bonds.

**"Bondholders"**

means the holders of the Bonds and, more generally, any creditor under the Bonds.

**"Class of Shareholders"**

has the meaning given to it in the Accelerated Safeguard Plan.

**"Commissaires à  
l'Exécution du Plan"**

has the meaning given to it in the Accelerated Safeguard Plan.

**"Conditions Precedent"**

means the conditions precedent referred to in section 6.2 of part 6 of the Accelerated Safeguard Plan.

**"Converted Guarantee  
Debt"**

has the meaning given to it in this Appendix.

**"Designated Vehicle"**

means any vehicle, fund or institution designated by a Participating Creditor to finance all or part of its participation in the New Preferred Financings and/or Interim Financings pursuant to the terms of the Company's commitment letters before the Opening Judgment and the Lock-Up Agreement.

**"Equitization Capital  
Increase Reserved for  
Non-Participating  
Creditor"**

has the meaning given to it in this Appendix.

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| <b>"Equitization Capital Increase Reserved for Participating Creditor"</b>                  | has the meaning given to it in this Appendix.  |
| <b>"Equitization Capital Increase Reserved for Non-Participating Creditors Record Date"</b> | means the date two (2) business days prior to the launch date of the Equitization Capital Increase Reserved for Non-Participating Creditors.   |
| <b>"Equitization Capital Increase Reserved for Participating Creditors Record Date"</b>     | means the date two (2) business days prior to the launch date of the Equitization Capital Increase Reserved for Non-Participating Creditors.   |
| <b>"Equitized Claims of the Non-Participating Creditors"</b>                                | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Equitized Claims of the Participating Creditors"</b>                                    | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Existing Shareholders"</b>  | means the holders of the shares of the Company as of the Opening Judgment, as well as their successive transferees ( <i>cessionnaires successifs</i> ) who would be on record on the Shareholders Record Date at the latest. |
| <b>"Euronext Paris"</b>   | has the meaning given to it in this Appendix.  |
| <b>"Financial Restructuring Capital Increases"</b>  | means together the Potential Capital Increases, the Rights Issue and the Reserved Equitization Capital Increases.  |
| <b>"First-Rank Subscription Guarantee"</b>  | has the meaning given to it in this Appendix.  |
| <b>"Interim Financings"</b>   | means together the Interim Financing 1, the Interim Financing 1B and the Interim Financing 2.  |
| <b>"Interim Financing 1"</b>  | has the meaning given to it in the Accelerated Safeguard Plan.   |

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| <b>"Interim Financing 1B"</b>                 | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Interim Financing 2"</b>                  | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Judicial Administrators"</b>              | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Lock-up Agreement"</b>                    | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"NEU MTN 2026 Bonds"</b>                   | means the so-called "NEU MTN (Negotiable European Medium-Term Note)" bonds with a total principal amount of EUR 50,000,000 due 17 April 2026, issued by Atos S.E. pursuant to a Negotiable European Medium Term Note programme with a total principal amount of EUR 600,000,000 (ISIN: FR0125601643).  |
| <b>"New Equity"</b>                           | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"New Preferred Banks Financings"</b>       | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"New Preferred Bondholders Financings"</b> | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"New Preferred Financings"</b>             | together mean the New Preferred Bondholders Financings and the New Preferred Banks Financing.  |
| <b>"Non-Participating Banks"</b>              | means, within the Class of Non-Secured Financial Claims No. 2, the Banks who do not qualify as Participating Banks, including in particular Banks who are bound by a commitment to participate in the New Preferred Banks Financings in a proportion lower than their share of Bank Claims held at the Record Date, in respect of the proportion of their Affected Claims for which no commitment to subscribe to the New Preferred Banks Financings has been made, as well as the assignees of these receivables. |
| <b>"Non-Participating Bondholders"</b>        | means Bondholders who are not Participating Bondholders.   |

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**"Non-Participating Creditors"** means the Non-Secured Financial Creditors who are not Participating Creditors, i.e. (i) the Non-Participating Banks and (ii) the Non-Participating Bondholders.

**"Non-Secured Financial Claims"** means the claims held by the Bondholders and the Banks respectively with respect to the Bonds and the Bank Claims.

**"Non-Secured Financial Creditors"** together means the Bondholders and the Banks.

**"Opening Judgement"** means the Judgment of the specialized Commercial Court of Nanterre (*Tribunal de Commerce spécialisé de Nanterre*) of 23 July 2024 having opened the Accelerated Safeguard Proceedings.

**"Participating Banks"** means, within the Class of Non-Secured Financial Claims No. 2, the Banks:

- (i) having subscribed, on the basis of their holdings of Bank Claims at the Record Date, a commitment to participate in the New Preferred Banks Financings, directly or through a Designated Vehicle in accordance with the terms of the Lock-Up Agreement;
- (ii) the assignees of the commitment to participate in the New Preferred Banks Financings, together with Bank Claims, under the conditions provided for in the Accelerated Safeguard Plan and in the Lock-Up Agreement,

it being specified that, for each Bank, its status as a Participating Bank is limited to the share of Bank Claims held to which a commitment to subscribe to the New Preferred Banks Financing is attached (the said Bank being considered as a Non-Participating Bank for the balance of its Bank Claim), under the conditions provided for in the Accelerated Safeguard Plan.

The term of Participating Bank Creditors may refer, depending on the case referred to in the Accelerated Safeguard Plan, to (i) the Bank holding the Bank Claims for the purposes of the arrangements for the discharge of the Non-Secured Debt, (ii) Banks (or their affiliates or Designated Vehicles) subscribing to commitments to subscribe to the New Bank Financings for the purposes of the provisions relating to the implementation of the New Preferred Banks Financings or (iii) Banks (or their affiliates or Designated Vehicles) subscribing to commitments to subscribe to the New Preferred Bank Financings,

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prior to the Opening Judgement only, for the purposes of implementing such commitments and the provisions relating to the issue of the Warrants.

**"Participating Bondholders"**

means, within the Class of Non-Secured Financial Claims No. 2, the Bondholders:

- (i) having subscribed, on the basis of their holding of Bonds as at the Record Date, a commitment to participate in the New Preferred Bondholders Financings, directly or through a Designated Vehicle in accordance with the terms of the Lock-Up Agreement;
- (ii) as the case may be, the assignees of the commitment to participate in the New Preferred Bondholders Financings, together with the Bonds, under the conditions provided for in the Accelerated Safeguard Plan and in the Lock-Up Agreement,

it being specified that, the identification as Participating Bondholder is limited to the proportion of Bonds held to which a commitment to subscribe to the New Preferred Bondholders Financings is attached (said Bondholder being considered as a Non-Participating Bondholder for the balance of its Bonds), under the conditions provided for in the Accelerated Safeguard Plan.

The term of Participating Bondholders may refer, depending on the case referred to in the Accelerated Safeguard Plan, to (i) the Bondholders holding the Bonds for the purposes of the arrangements for the discharge of the Non-Secured Debt, (ii) the Bondholders (or their affiliates or Designated Vehicles) subscribing to commitments to subscribe to the New Bondholders Financings for the purposes of the provisions relating to the implementation of the New Preferred Bondholders Financings or (iii) the Bondholders (or their affiliates or Designated Vehicles) subscribing to Initial Backstop Commitments or Preferred Bondholder Financing Backstop Commitment for the purposes of implementing such commitments and the provisions relating to the issue of the Warrants.

**"Participating Creditors"**

together means the Participating Banks and the Participating Bondholders.



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| <b>"Participating Creditors Reinstated Debt"</b>  | has the meaning given to it in the Accelerated Safeguard Plan.   |
| <b>"Potential Capital Increase"</b>   | has the meaning given to it in this Appendix.  |
| <b>"Priority Ratio of the Equitization Capital Increase Reserved for Non-Participating Creditors"</b> | has the meaning given to it in this Appendix.  |
| <b>"Priority Ratio of the Equitization Capital Increase Reserved for Participating Creditors"</b>     | has the meaning given to it in this Appendix.  |
| <b>"Priority Ratio of the Potential Capital Increase"</b>   | has the meaning given to it in this Appendix.  |
| <b>"RCF Lenders"</b>  | means the lenders (lenders of record or, as the case may be, beneficial owners, including sub-participants) under the RCF Loan.  |
| <b>"RCF Loan"</b>   | means the EUR 900,000,000 revolving credit facility made available pursuant to a multicurrency revolving facility agreement dated 6 November 2014, as amended by successive amendments, entered into between (i) Atos S.E. as company, (ii) Atos S.E., Atos Telco Services B.V. and Atos International B.V. as borrowers, (iii) Bank of Tokyo-Mitsubishi UFJ, Ltd, Barclays Bank Plc, BNP Paribas, Commerzbank Aktiengesellschaft, Filiale Luxemburg, Crédit Agricole Corporate & Investment Bank, Crédit Industriel et Commercial (Groupe Crédit Mutuel – CIC), ING Bank France, Natixis, Société Générale Corporate & Investment Banking and Unicredit Bank AG and J.P. Morgan Securities Plc as Mandated Lead Arrangers and Bookrunners, (iv) Bank of America Merrill Lynch International Limited, Deutsche Bank Luxembourg S.A. and Goldman Sachs International as Arrangers, (v) the financial institutions listed therein as Original Lenders and (vi) BNP Paribas as Facility Agent, as amended and restated by amendment dated 11 October 2018 and 28 June 2022, due November 2025 for all lenders except Mizuho Bank Limited which maturity ends up in November 2024. |

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| <b>"Record Date"</b>                             |  | means the 14 June 2024 at 6.00 <i>p.m.</i> , Paris time, as announced in the Company's press release dated 13 June 2024.   |
| <b>"Reserved Equitization Capital Increases"</b> |  | means together the Equitization Capital Increase Reserved for Participating Creditors and the Equitization Capital Increase Reserved for Non-Participating Creditors.  |
| <b>"Restructuring Effective Date"</b>            |  | means the later of (i) the settlement-delivery date of the last Reserved Equitization Capital Increase and (ii) as the case may be, the settlement-delivery date of the Potential Capital Increase.  |
| <b>"Rights Issue"</b>                            |  | has the meaning given to it in this Appendix.  |
| <b>"Second-Rank Subscription Guarantee"</b>      |  | has the meaning given to it in this Appendix.  |
| <b>"Share Capital Reduction"</b>                 |  | has the meaning given to it in this Appendix.  |
| <b>"Shareholders Record Date"</b>                |  | mean the accounting day at the end of which persons registered in the accounts will be allocated preferential subscription rights to subscribe to the Rights Issue ( <i>i.e.</i> the accounting day preceding the date on which these preferential subscription rights will be detached from the Company's shares).  |
| <b>"Subsidiaries"</b>                            |  | means any legal person, company or entity controlled, directly or indirectly, by the Company within the meaning of Article L.233-3 of the French <i>Code de commerce</i> .   |
| <b>"TLA Lenders"</b>                             |  | means the lenders (lenders of record, or as the case may be, beneficial owners, including sub-participants) under the TLA Loan.  |
| <b>"TLA Loan"</b>                                |  | means the Term Loan A in the principal amount of EUR 1,500,000,000 made available under the terms of a Term Facilities Agreement dated 29 July 2022, as amended by successive amendments, entered into between Atos S.E. as Borrower, BNP Paribas and J.P. Morgan SE as Coordinators, Barclays Bank Ireland PLC, BNP Paribas, Caisse Régionale de Crédit Agricole Mutuel de Paris et d'Ile de France, Commerzbank Aktiengesellschaft, Crédit Agricole Corporate & Investment Bank, Crédit du Nord Centre |

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d'Affaires Entreprises Lille Métropole, Crédit Industriel et Commercial, Crédit Lyonnais, ING Bank N.V., French Branch, J.P. Morgan SE, MUFG Bank Ltd, Natixis SA, Société Générale and Unicredit Bank AG, as Mandated Lead Arrangers and Bookrunners, Banco Bilbao Vizcaya Argentaria S.A. Paris Branch, Bank of America Europe Designated Activity Company and Landesbank Hessen-Thüringen Girozentrale, as Mandated Lead Arrangers, Banco Santander S.A., Citibank Europe PLC, HSBC Continental Europe Société Anonyme, Intesa Sanpaolo SPA Paris Branch, KBC Bank NV, French Branch, as Lead Arrangers, the financial institutions listed therein as Original Lenders and BNP Paribas as Facility Agent, which matured the 29 July 2024.

**"Total Amount of the  
Equitization Capital  
Increase Reserved for  
Non-Participating  
Creditors"**

has the meaning given to it in this Appendix.

**"Total Amount of the  
Equitization Capital  
Increase Reserved for  
Participating Creditors"**

has the meaning given to it in this Appendix.

**"Warrants"**

has the meaning given to it in this Appendix.

**"2024 Exchangeable  
Bonds"**

means the exchangeable bonds in existing ordinary shares of the Worldline company<sup>1</sup> with a total principal amount of EUR 500,000,000 at 0 per cent due 6 November 2024, issued by Atos S.E. pursuant to terms and conditions dated 6 November 2019 (ISIN: FR0013457942).

**"2025 Bonds"**

means the EUR 750,000,000 aggregate principal amount of 1.75 per cent bonds due 7 May 2025 issued by Atos S.E. pursuant to a prospectus dated 5 November 2018 (ISIN: FR0013378452).

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<sup>1</sup> A French *société anonyme* whose registered office is at Tour Voltaire, 1 place des Degrés, 92800 Puteaux, France, and which is registered in the Nanterre Trade and Companies Register under number RCS 378 901 946.

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**"2028 Bonds"**

means the EUR 350,000,000 aggregate principal amount of 2.50 per cent bonds due 7 November 2028 issued by Atos S.E. pursuant to a prospectus dated 5 November 2018 (ISIN: FR0013378460).

**"2029 Bonds"**

means the so-called "sustainability-linked" bonds with a total principal amount of EUR 800,000,000 at a rate of 1.000 per cent due 12 November 2029, issued by Atos S.E. pursuant to a prospectus dated 10 November 2021 (ISIN: FR0014006G24).

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***First resolution (Share capital reduction due to losses, by reducing the nominal value of shares – Delegation of powers to the Board of Directors to carry out the share capital reduction).***

The class of shareholders of the Company, meeting as a class of affected parties for the purpose of approving the Accelerated Safeguard Plan in accordance with the provisions of Articles L.626-29 *et seq.* of the French *Code de commerce*, ruling under the majority conditions required for extraordinary general meetings of shareholders, having considered the report of the Board of Directors on the draft resolutions and the report of the statutory auditors, and under the conditions provided for in Articles L.225-204 *et seq.* of the French *Code de commerce*:

1. Acknowledges that the Company's financial statements for the year ended 31 December 2023 as approved by the Board of Directors on 16 May 2024 (not yet approved by the Company's annual general meeting of shareholders) show a net loss of EUR 5,032,627 thousand euros;
2. Decides on the principle of a share capital reduction due to losses by a maximum amount of EUR 112,125,564.3222, in accordance with the provisions of Article L.225-204 of the French *Code de commerce*, by reducing the nominal value of each share comprising the share capital from EUR 1.00 (its current amount) to EUR 0.0001 (the "**Share Capital Reduction**");
3. Decides that the Share Capital Reduction will be carried out subject to the adoption of the Board of Directors' decision to issue the new shares pursuant to the share capital increase covered by the second resolution included in this Appendix;
4. Decides that the Share Capital Reduction will be carried out by allocating the amount of the Share Capital Reduction to a special unavailable reserve account to be entitled "Special unavailable reserve arising from a share capital reduction"; it being specified that the amounts in this special reserve account will be unavailable and may not be used for any purpose other than to offset losses for the year ended 31 December 2023, when the Company's financial statements for the year ended 31 December 2023 are approved by the Company's annual general meeting;
5. Decides that, subject to the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, the Share Capital Reduction shall be implemented by the Board of Directors in accordance with this resolution within a period of twelve (12) months as from the date of this meeting of the shareholders' class of affected parties; and
6. Grants full powers to the Board of Directors to:
  - a. set the definitive amount of the Share Capital Reduction on the basis of the share capital on the date of the Board of Directors' decision;
  - b. allocate the amount resulting from the Share Capital Reduction to a special reserve account entitled "Special unavailable reserve arising from a share capital reduction";
  - c. acknowledge the completion of the Share Capital Reduction, the new share capital of the Company resulting therefrom, and the amount of the "Special unavailable reserve arising from a share capital reduction" account;

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- d. amend the articles of association of the Company accordingly;
- e. carry out the publication and filing formalities relating to the completion of the Share Capital Reduction and the related amendment to the articles of association;
- f. determine, in accordance with the law, the impact, if any, of the Share Capital Reduction on the rights of holders of securities giving access to the share capital and of rights to the allocation of shares;
- g. and, more generally, take all necessary measures and carry out all formalities required for the completion of the Share Capital Reduction covered by this resolution, including the related amendments of the articles of association of the Company.

It is specified that in the event of non-approval of the Accelerated Safeguard Plan by the class of shareholders meeting as a class of affected parties and cross class cram down with regard to the class of shareholders in accordance with Article L.626-32 of the French *Code de commerce*, the judgement adopting the Accelerated Safeguard Plan by the specialized Commercial Court of Nanterre (*Tribunal de commerce spécialisé de Nanterre*) will entail delegation of powers to the Board of Directors to carry out the Share Capital Reduction, in accordance with the terms of this resolution.

***Second resolution (Delegation of powers to the Board of Directors to carry out a share capital increase in cash (“en numéraire”) by issuing new ordinary shares in the Company, with maintenance of the preferential subscription rights for shareholders)***

The class of shareholders of the Company, meeting as a class of affected parties for the purpose of approving the Accelerated Safeguard Plan in accordance with the provisions of Articles L.626-29 *et seq.* of the French *Code de commerce*, ruling under the majority conditions required for extraordinary general meetings of shareholders, having considered the report of the Board of Directors on the draft resolutions and the report of the independent expert, and having noted that the share capital is fully paid up, and under the conditions provided for in Articles L.225-129 to L.225-129-5, L.22-10-49, L.225-132, L.225-133 and L.225-134 of the French *Code de commerce*, subject to (i) the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them and (ii) the implementation of the Share Capital Reduction covered by the first resolution included in this Appendix, under the terms and conditions of the said first resolution:

1. Delegates to the Board of Directors, with powers to subdelegate within the law and regulations, its power to increase the Company's share capital, on one or more times, in France or abroad, at such times as it sees fit, by issuing new ordinary shares with maintenance of the preferential subscription rights for shareholders, in accordance with the Accelerated Safeguard Plan (the "**Rights Issue**") under the terms of this resolution;
2. Decides that the total nominal amount of the increase in the Company's share capital (excluding share premium) carried out pursuant to this resolution may not exceed EUR 6,306,292, corresponding to the issue of a maximum number of 63,062,910,405 new ordinary shares with a nominal value of EUR 0.0001 each (taking into account the Share Capital Reduction covered by the first resolution included in this Appendix), it being specified that to this ceiling shall be

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added, as the case may be, the nominal value of the shares to be issued in order to preserve, in accordance with the legal and regulatory provisions and, as the case may be, the contractual stipulations providing for other cases of adjustment, the rights of the holders of securities giving access to the Company's share capital or the beneficiaries of free share allocations;

3. Decides that the subscription price of the new shares issued pursuant to this resolution will be equal to EUR 0.0037 per new share, corresponding to EUR 0.0001 in nominal value (taking account of the Share Capital Reduction covered by the first resolution included in this Appendix) and EUR 0.0036 in issue premium, representing a capital increase of a maximum total amount (including issue premium) of EUR 233,332,768.50;
4. Decides that subscriptions for the new shares must be fully paid up on the day of their subscription in cash only (with the exception, as the case may be, of subscriptions resulting from the implementation of the Second-Rank Subscription Guarantee (*Garantie de Souscription de Second Rang*), which will be paid up by offsetting against the Converted Guarantee Debt (*Dette de Garantie Convertie*)) in accordance with the terms of the Accelerated Safeguard Plan approved by the Commercial Court of Nanterre);
5. Decides that the new shares issued pursuant to this resolution will carry dividend rights from the date of issue and will be fully assimilated to the existing shares and subject to all the provisions of the articles of association and the decisions of the annual general meeting and the class of shareholders of the Company (whether prior or subsequent to the date hereof) from that date;
6. Decides that shareholders will have a preferential right to subscribe for the new shares issued as part of this resolution, *pro rata* to the number of existing shares they hold, it being specified that, (i) in accordance with the provisions of Article L.225-210 of the French *Code de commerce*, treasury shares held by the Company will be disregarded for the purpose of determining the preferential subscription rights attached to the other shares, and that (ii) a right to subscribe for the new shares issued on a reducible basis (*à titre réductible*) will be introduced, which will be exercised *pro rata* to their subscription rights and within the limit of their requests;
7. Decides that, if the irreducible and reducible subscriptions (*souscriptions à titre irréductibles et réductibles*) have not absorbed the entirety of the Rights Issue, and in accordance with the conditions provided for in Article L.225-134 of the French *Code de commerce*, the Board of Directors may use any or all of the options set out below, in the order of its choice: (i) limit the issue to the amount of subscriptions received, provided that at least three-quarters of the issue is taken up, and/or (ii) offer unsubscribed shares to the public on the French and/or international market and/or abroad and/or freely allocate all or part of the unsubscribed new shares and in accordance with the Accelerated Safeguard Plan, among the Participating Creditors (or, as the case may be, any of their respective affiliates), up to a maximum of EUR 175 million, as follows:
  - in priority, up to EUR 75 million among the Participating Bondholders (or, as the case may be, any of their respective affiliates) with regard to their commitment to subscribe in cash as a guarantee for the Rights Issue (*pro rata* to their definitive commitment to finance the New Preferred Bondholders Financings), in accordance with the terms of the Accelerated

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Safeguard Plan (the "**First-Rank Subscription Guarantee**" (*Garantie de Souscription de Premier Rang*)); and

- on a secondary basis, up to EUR 100 million among the Participating Creditors (or, as the case may be, their respective affiliates) with regard to their commitment to subscribe by way of guarantee to the Rights Issue by offsetting against certain, liquid and payable claims held by these Participating Creditors on the Company with respect to a maximum portion of EUR 100 million of the Non-Secured Debt held by the latter on the Company (the "**Converted Guarantee Debt**" (*Dette de Garantie Convertie*")) (*pro rata* to their definitive interest in the New Preferred Financings and the First-Rank Subscription Guarantee (*Garantie de Souscription de Premier Rang*)), in accordance with the terms of the Accelerated Safeguard Plan (the "**Second-Rank Subscription Guarantee**" (*Garantie de Souscription de Second Rang*)),
8. Decides that the Board of Directors will have full powers to implement this delegation, with powers to subdelegate within the law and regulations, within the limits and subject to the conditions specified above, for the purpose of, but not limited to:
- a. acknowledge the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them;
  - b. carry out the Rights Issue and record the issue of the new ordinary shares as part of the Rights Issue;
  - c. set, within the above-mentioned limits, the total amount of the Rights Issue as well as the maximum number of new ordinary shares to be issued;
  - d. determine all the other terms and conditions of the issue of the new shares;
  - e. determine the terms and conditions under which, in order to be able to take into account the number of shares that may have been subscribed on an irreducible basis (*à titre irréductible*) as part of the Rights Issue by shareholders registered on the Shareholders Record Date and determine the total number of shares on the basis of which the priority right with respect to each of the share capital increases that are covered by the third, fourth and fifth resolutions included in this Appendix may be exercised, shareholders wishing to take part in the Rights Issue must hold their shares in pure registered form (*nominatif pur*), which means that shareholders holding their shares in bearer form must convert them into pure registered form (*nominatif pur*) prior to the Shareholders Record Date;
  - f. determine the opening and closing dates of the subscription period(s) for the new ordinary shares;
  - g. determine the number of preferential subscription rights to be allocated to the Company's shareholders;



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- h. collect from the Company's shareholders subscriptions for the new ordinary shares, which must be paid up in cash only (with the exception of subscriptions resulting from the implementation of the Second-Rank Subscription Guarantee (*Garantie de Souscription de Second Rang*), which will be paid up by offsetting against the Converted Guarantee Debt (*Dette de Garantie Convertie*));
- i. determine and make any adjustments to take account of the impact of transactions affecting the Company's share capital, and set the terms on which any rights of holders of securities giving access to the Company's share capital or beneficiaries of free share allocations are to be preserved;
- j. as the case may be, allocate in accordance with the conditions provided for in this resolution the new shares not subscribed to and limit the amount in respect of the Rights Issue, pursuant to Article L.225-134 of the French *Code de commerce*;
- k. as the case may be, establish the statement of claims (*arrêté de créances*), in accordance with Article R.225-134 of the French *Code de commerce*, which may be set off, in whole or in part, against subscriptions for new shares to be issued as part of the Second-Rank Subscription Guarantee (*Garantie de Souscription de Second Rang*);
- l. obtain, as the case may be, a report from the statutory auditors certifying that the statement of claims (*arrêté de créances*) has been properly established by the Board of Directors (with powers to subdelegate within the law and regulations), in accordance with Article R.225-134 of the French *Code de commerce*;
- m. obtain, as the case may be, a certificate from the Statutory Auditors certifying that the ordinary shares have been paid up by offsetting certain, liquid and payable claims on the Company, which certificate will be used in lieu of the depositary's certificate in accordance with article L.225-146 paragraph 2 of the French *Code de commerce*;
- n. close the subscription period(s) early, if necessary, or extend the duration of any subscription period;
- o. record that all the new ordinary shares issued have been fully paid up and, consequently, that the resulting capital increase has been completed, and amend the articles of association accordingly;
- p. enter into any agreement with a view to carrying out the issue provided for in this resolution;
- q. as the case may be, provide for the possibility of suspending the exercise of rights attached to shares or securities giving access to the share capital or other rights giving access to the capital in accordance with the applicable legal, regulatory or contractual provisions;
- r. where appropriate, at its sole discretion, deduct the costs of the Rights Issue from the premiums relating thereto and, if it sees fit, deduct the sums necessary to fund the legal reserve;

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- s. have the new ordinary shares admitted to trading on the regulated market of Euronext Paris ("**Euronext Paris**");
  - t. more generally, carry out any and all formalities and declarations, including to the stock market authorities, enter into any and all agreements and apply for any and all authorizations that may prove useful or necessary for the successful completion of the issue of the new ordinary shares issued;
  - u. do all things necessary or useful for the completion of the Rights Issue, and for the issue and admission to trading of the new ordinary shares issued pursuant to this delegation; and
  - v. carry out the publication and filing formalities required for the completion of the capital increase resulting from the issue of the new ordinary shares and amend the articles of association of the company accordingly, if necessary.
9. Decides that the share capital increase ceiling set or referred to in this resolution is independent of the ceilings covered by the other resolutions included in this Appendix;
10. Decides that, subject to the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or, as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them, the Rights Issue must be completed within a period of twelve (12) months as from the date of this meeting of the shareholders' class of affected parties; and
11. Acknowledges that the Board of Directors will report to the next annual general meeting, in accordance with the law and regulations, on the use made of the authorization granted under this resolution.

It is specified that in the event of non-approval of the Accelerated Safeguard Plan by the class of shareholders and cross class cram down with regard to the class of shareholders of the Company in accordance with Article L.626-32 of the French *Code de commerce*, the judgment of the specialized Commercial Court of Nanterre (*Tribunal de commerce spécialisé de Nanterre*) adopting the Accelerated Safeguard Plan will constitute approval of the changes to the share capital referred to in this resolution under the conditions provided for in the Accelerated Safeguard Plan and will entail delegation of powers to the Board of Directors to carry out the Rights Issue in accordance with the terms of this resolution.

***Third resolution (Delegation of powers to the Board of Directors to carry out a share capital increase in cash ("en numéraire") by issuing new ordinary shares in the Company, with cancelation of shareholders' preferential subscription rights in favor of the Non-Participating Creditors or, as the case may be, their respective affiliate(s), these persons constituting a category of persons meeting specified characteristics, and, where applicable, priority rights for existing shareholders)***

The class of shareholders of the Company, meeting as a class of affected parties for the purposes of approving the Accelerated Safeguard Plan in accordance with the provisions of Articles L.626-29 *et seq.* of the French *Code de commerce*, ruling under the majority conditions required for extraordinary general meetings of shareholders, having considered the report of the Board of Directors on the draft resolutions, the special report of the statutory auditors and the report of the independent expert, and having noted that the share capital is fully paid up, and under the conditions provided for in Articles L.225-129 to

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L.225-129-5, L.22-10-49, L.225-135, L.22-10-51 and L.225-138 of the French *Code de commerce*, subject to (i) the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them, (ii) the implementation of the Share Capital Reduction covered by the first resolution included in this Appendix, and (iii) the settlement-delivery of the new shares according to the Rights Issue covered by the second resolution included in this Appendix:

1. Delegates to the Board of Directors, with powers to subdelegate within the law and regulations, its power to increase the Company's share capital, on a one or more times, in France or abroad, at such times as it sees fit, by issuing new ordinary shares, without shareholders' preferential subscription rights, in accordance with the Accelerated Safeguard Plan (the "**Equitization Capital Increase Reserved for Non-Participating Creditors**") under the terms of this resolution;
2. Decides that:
  - (i) the total amount (including issue premium) of the capital increase of the Company carried out pursuant to this resolution (the "**Total Amount of the Equitization Capital Increase Reserved for Non-Participating Creditors**") shall be equal to the total amount in euros of all the Equitized Claims of the Non-Participating Creditors (including accrued interest, interest for late payment, commissions and miscellaneous expenses not settled in cash on the date of the Opening Judgment or accruing from the Opening Judgment until the Record Date of the Equitization Capital Increase Reserved for Non-Participating Creditors, excluding Agents' Compensations and Fees) as determined by the Board of Directors implementing the Equitization Capital Increase Reserved for Non-Participating Creditors pursuant to this resolution<sup>2</sup>; and
  - (ii) the subscription price of the new shares issued pursuant to this resolution (on the basis of a nominal value of EUR 0.0001 per share (taking into account the Share Capital Reduction covered by the first resolution included in this Appendix) and including the issue premium) will be equal to (x) the Total Amount of the Equitization Capital Increase Reserved for Non-Participating Creditors divided by (y) the number of new shares to be issued<sup>3</sup>; it being specified that the contemplated subscription price will be

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<sup>2</sup> It should be noted that the maximum total number of new shares that may be issued as part of the Equitization Capital Increase Reserved for Non-Participating Creditors and the Equitization Capital Increase Reserved for Participating Creditors is 112,024,641,222 new shares with a nominal value of EUR 0.0001 each (taking into account the Share Capital Reduction), this ceiling being common to both capital increases. By way of illustration, assuming a settlement-delivery date of the Equitization Capital Increase Reserved for Non-Participating Creditors on 1<sup>st</sup> January 2025, the Total Amount of the Equitization Capital Increase Reserved for Non-Participating Creditors (including issue premium) (taking into account the breakdown between Non-Participating Creditors and Participating Creditors at the date hereof), would amount to a maximum of EUR 1,825,379,928, it being specified that the allocation of the quantum of the capital increases between the Non-Participating Creditors and the Participating Creditors may fluctuate until 27 September 2024 depending on the final determination, by Judicial Administrators, of the categories of Non-Participating Creditors and Participating Creditors in accordance with the conditions provided for in the Accelerated Safeguard Plan.

<sup>3</sup> By way of illustration, assuming a settlement-delivery date of the Equitization Capital Increase Reserved for Non-Participating Creditors on 1<sup>st</sup> January 2025 and taking into account the breakdown between Non-Participating Creditors and Participating Creditors as of the date hereof, *i.e.* a Total Amount of the Equitization Capital Increase Reserved for Non-Participating Creditors (including issue premium) of a maximum of EUR 1,825,379,928 representing a number of

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*circa* five times higher than the subscription price of the Equitization Capital Increase Reserved for Participating Creditors, covered by the fourth resolution included in this Appendix;

3. Decides that the total nominal amount of the share capital increase of the Company (excluding issue premium) carried out pursuant to this resolution shall not exceed EUR 11,202,465, corresponding to the issue of a number of a maximum of 112,024,641,222 new ordinary shares with a nominal value of EUR 0.0001 each (taking into account the Share Capital Reduction covered by the first resolution included in this Appendix), it being specified that that the number of new shares that would be issued pursuant to the fourth resolution included in this Appendix will count towards this maximum number;
4. Decides that the new ordinary shares issued pursuant to this resolution will carry dividend rights from the date of issue and will be fully assimilated to existing shares and subject to all the provisions of the articles of association and to shareholders' decisions (whether prior or subsequent to the date hereof) from that date;
5. Decides that the subscription for the new shares must be fully paid up on the day of subscription by offsetting against certain, liquid and payable claims against the Company (with the exception, as the case may be, of the subscription by Existing Shareholders within the priority right referred to below, which must be paid up in cash exclusively) corresponding to the Equitized Claims of the Non-Participating Creditors under the conditions of the Accelerated Safeguard Plan approved by the Commercial Court of Nanterre;
6. Decides to cancel the shareholders' preferential subscription rights to subscribe for the new shares and to reserve the subscription of all the new ordinary shares to be issued pursuant to this resolution exclusively in favor of the Non-Participating Creditors (or, as the case may be, of their respective affiliates) *pro rata* to their holdings in the Equitized Claims of the Non-Participating Creditors, it being specified that (i) the said Non-Participating Creditors (and their respective affiliates) constitute a category of persons meeting specified characteristics within the meaning of Article L.225-138 of the French *Code de commerce* and (ii) each of them will pay their subscription by offsetting against the amount of the certain, liquid and payable claims that they hold against the Company with respect to the Equitized Claims of the Non-Participating Creditors under the conditions provided for in the Accelerated Safeguard Plan;
7. Decides that the Board of Directors will have full powers to implement this authorization, with powers to subdelegate within the law and regulations, within the limits and subject to the conditions specified above, for the purpose of, but not limited to:
  - a. acknowledge the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them;

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27,615,430,069 new Shares, the subscription price of the 27,615,430,069 new Shares to be issued pursuant to this capital increase will be equal to EUR 0.0661 per new Share, *i.e.* a nominal value of EUR 0.0001 (taking into account the Share Capital Reduction) and EUR 0.0660 in issue premium per new Share.

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- b. carry out the Equitization Capital Increase Reserved for Non-Participating Creditors and record the issue of the new ordinary shares as part of the Equitization Capital Increase Reserved for Non-Participating Creditors;
- c. determine the amount of the Equitized Claims of the Non-Participating Creditors,
- d. set, within the above-mentioned limits, the Total Amount of the Equitization Capital Increase Reserved for Non-Participating Creditors as well as the maximum number of new ordinary shares to be issued;
- e. determine the list of beneficiaries within the category defined above, including the *Commissaire à l'exécution du plan* acting on behalf of the defaulting Non-Participating Creditors under the terms of the Accelerated Safeguard Plan (the "**Beneficiaries of the Equitization Capital Increase Reserved for Non-Participating Creditors**"), and the definitive number of ordinary shares to be subscribed by each of them within the limit of the maximum number of shares determined as indicated above;
- f. approve the statement of claims (*arrêté de créances*) in accordance with Article R.225-134 of the French *Code de commerce* (with powers to subdelegate within the law and regulations);
- g. obtain a report from the statutory auditors certifying that the statement of claims (*arrêté de créances*) has been properly established by the Board of Directors (with powers to subdelegate within the law and regulations), in accordance with Article R.225-134 of the French *Code de commerce*;
- h. obtain a certificate from the statutory auditors stating that the ordinary shares have been paid up by offsetting certain, liquid and payable claims that they hold against the Company, which will serve as the depositary's certificate in accordance with Article L.225-146 paragraph 2 of the French *Code de commerce*;
- i. determine all the other terms and conditions of the issue of the new shares;
- j. determine the terms and conditions under which shareholders wishing to participate in the Equitization Capital Increase Reserved for Non-Participating Creditors must hold their shares in pure registered form (*nominatif pur*), which implies, for shareholders holding their shares in bearer form, converting them into pure registered form (*nominatif pur*) prior to the Shareholders Record Date, in order to be able to take into account the number of shares that may be subscribed as part of the Equitization Capital Increase Reserved for Non-Participating Creditors by shareholders registered on the Shareholders Record Date and determine the total number of shares on the basis of which the priority right (i) under the Equitization Capital Increase Reserved for Participating Creditors covered by the fourth resolution included in this Appendix, if this takes place after the Equitization Capital Increase Reserved for Non-Participating Creditors and, as the case may be, (ii) under the Potential Capital Increase covered by the fifth resolution included in this Appendix may be exercised;

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- k. determine the opening and closing dates of the subscription period;
  - l. collect subscriptions for the new ordinary shares from the final beneficiaries and record these subscriptions, which must be paid up exclusively by offsetting against certain, liquid and payable claims that they hold against the Company (with the exception, as the case may be, of subscriptions by Existing Shareholders within the priority right referred to below, which must be paid up exclusively in cash);
  - m. close the subscription period early or extend its duration;
  - n. record that all the new ordinary shares issued have been fully paid up and, consequently, that the resulting capital increase has been completed, amend the articles of association of the Company accordingly and record, as the case may be, the Restructuring Effective Date;
  - o. enter into any agreement with a view to carrying out the issue provided for in this resolution;
  - p. as the case may be, provide for the possibility of suspending the exercise of rights attached to shares or securities giving access to the share capital or other rights giving access to the capital in accordance with the applicable legal, regulatory or contractual provisions;
  - q. as the case may be, at its sole discretion, deduct the costs of the Equitization Capital Increase Reserved for Non-Participating Creditors from the premiums relating thereto and, if it sees fit, deduct the sums necessary to fund the legal reserve;
  - r. have the new ordinary shares admitted to trading on Euronext Paris;
  - s. more generally, carry out any and all formalities and declarations, including to the stock market authorities, enter into any and all agreements and apply for any and all authorizations that may prove useful or necessary for the successful completion of the issue of the new ordinary shares;
  - t. do all things necessary or useful for the completion of the Equitization Capital Increase Reserved for Non-Participating Creditors, and for the issue and admission to trading of the new ordinary shares issued pursuant to this authorization; and
  - u. carry out the publication and filing formalities required for the completion of the capital increase resulting from the issue of the new ordinary shares, and amend the articles of association of the company accordingly, if necessary,
7. Decides that the capital increase ceiling set or referred to in this resolution is independent of the ceilings covered by the other resolutions included in this Appendix with the exception of the ceiling referred to in the fourth resolution; and
8. Decides that, subject to the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or, as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them, the Equitization Capital Increase Reserved

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for Non-Participating Creditors must be completed within twelve (12) months as from the date of this meeting of the shareholders' class of affected parties.

It is specified that in the event of non-approval of the Accelerated Safeguard Plan by the class of shareholders meeting as a class of affected parties and cross class cram down with regard to the class of shareholders in accordance with Article L.626-32 of the French *Code de commerce*, the judgment of the specialized Commercial Court of Nanterre (*Tribunal de commerce spécialisé de Nanterre*) adopting the Accelerated Safeguard Plan will constitute approval of the changes to the share capital referred to in this resolution under the conditions provided for in the Accelerated Safeguard Plan and will entail delegation of powers to the Board of Directors for the Equitization Capital Increase Reserved for Non-Participating Creditors in accordance with the terms of this resolution, subject to the following:

- a. the Board of Directors shall introduce, in accordance with Article L.22-10-51 of the French *Code de commerce* and Article L.626-32 I 5° c) of the French *Code de commerce*, a priority right for Existing Shareholders to subscribe to the new shares issued pursuant to this resolution, for a period of at least three (3) business days and on terms to be determined by the Board of Directors, subject to the following limits;
- b. this priority right established in favor of Existing Shareholders in accordance with the foregoing will not give rise to the creation of negotiable rights;
- c. each Existing Shareholder shall be entitled, during the above-mentioned period, to exercise its priority right on an irreducible basis only with respect to the new shares issued pursuant to this resolution up to a maximum ratio determined as follows (the "**Priority Ratio of the Equitization Capital Increase Reserved for Non-Participating Creditors**"):

Priority Ratio of the Equitization Capital Increase Reserved for Non-Participating Creditors = Number of Shares Eligible for the Priority Right of the Equitization Capital Increase Reserved for Non-Participating Creditors / total number of shares comprising the share capital of the Company following completion of the Rights Issue, covered by the second resolution included in this Appendix and, as the case may be, the Equitization Capital Increase Reserved for Participating Creditors, covered by the fourth resolution included in this Appendix (if this occurs before the Equitization Capital Increase Reserved for Non-Participating Creditors), and before the launch of the Equitization Capital Increase Reserved for Non-Participating Creditors

Where "**Number of Shares Eligible for the Priority Right of the Equitization Capital Increase Reserved for Non-Participating Creditors**" means, for each Existing Shareholder, the number of shares in the Company held on the Shareholders Record Date, plus, as the case may be and subject to the conditions relating to the holding of shares in pure registered form (*nominatif pur*) and the conservation of shares in pure registered form (*nominatif pur*) until the settlement-delivery of the Equitization Capital Increase Reserved for Non-Participating Creditors, the shares this Existing Shareholder has subscribed as part of the Rights Issue covered by the second resolution included in this Appendix (only by exercising, on an irreducible basis (*à titre irréductible*), the preferential subscription rights detached from the shares it held on the Shareholders Record Date) and, as the case may be, as part of the Equitization Capital Increase Reserved for Participating Creditors covered by the fourth resolution included in this Appendix, if this takes place prior to the Equitization Capital Increase Reserved for Non-Participating

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Creditors (with respect, as the case may be, to the new shares that it has subscribed for as part of the Equitization Capital Increase Reserved for Participating Creditors within the priority subscription period, in accordance with the provisions of Article L.22-10-51 of the French *Code de commerce*);

It is specified, insofar as is necessary, that the Number of Shares Eligible for the Priority Right of the Equitization Capital Increase Reserved for Non-Participating Creditors shall not include (i) the shares of the Company subscribed for by any Existing Shareholder in excess of the proportion of the share capital held by such Existing Shareholder prior to the implementation of the Rights Issue and the Equitization Capital Increase Reserved for Participating Creditors, if this occurs prior to the Equitization Capital Increase Reserved for Non-Participating Creditors (for example, in the event of the acquisition of preferential subscription rights and the exercise of these rights as part of the Rights Issue), and (ii) the new shares of the Company that would be subscribed for by any Existing Shareholder who is also a Non-Secured Financial Creditor, as a result of the conversion of its Non-Secured Debt as part of the Rights Issue covered by the second resolution included in this Appendix or the Equitization Capital Increase Reserved for Participating Creditors covered by the fourth resolution, if the latter takes place before the Equitization Capital Increase Reserved for Non-Participating Creditors, and the Board of Directors may not grant any priority right with respect to the above-mentioned shares;

- d. if, for each Existing Shareholder, application of the Priority Ratio of the Equitization Capital Increase Reserved for Non-Participating Creditors results in a number of shares other than a whole number, then the maximum number of shares to which such Existing Shareholder may subscribe shall be rounded down to the nearest whole number;
- e. shares subscribed under this priority right will be at the same price as that provided for in this resolution, it being specified that any Existing Shareholder may only subscribe for a number of shares related to the payment of a whole subscription price (to the nearest cent);
- f. the Board of Directors will be empowered to determine the terms and conditions under which Existing Shareholders may benefit from this priority right, it being specified that this priority right may only be exercised by the Existing Shareholders of the Company on an irreducible basis (*à titre irréductible*); and
- g. the Board of Directors shall, as the case may be, reduce the amount of the subscriptions of the Beneficiaries of the Equitization Capital Increase Reserved for Non-Participating Creditors (*pro rata* to the amount of their Equitized Claims of the Non-Participating Creditors) by an amount equal to the difference between (i) the Total Amount of the Equitization Capital Increase Reserved for Non-Participating Creditors and (ii) the amount of the subscriptions to the Equitization Capital Increase Reserved for Non-Participating Creditors made, as the case may be, by the shareholders exercising their priority rights in accordance with the procedures described in paragraphs (a) to (f) above.



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***Fourth resolution (Delegation of powers to the Board of Directors to carry out a share capital increase in cash (“en numéraire”) by issuing new ordinary shares in the Company, with cancelation of shareholders' preferential subscription rights in favor of the Participating Creditors or, as the case may be, their respective affiliate(s), these persons constituting a category of persons meeting specified characteristics, and, where applicable, priority rights for existing shareholders)***

The class of shareholders of the Company, meeting as a class of affected parties for the purposes of approving the Accelerated Safeguard Plan in accordance with the provisions of Articles L.626-29 *et seq.* of the French *Code de commerce*, ruling under the majority conditions required for extraordinary general meetings of shareholders, having considered the report of the Board of Directors on the draft resolutions, the special report of the statutory auditors and the report of the independent expert, and having noted that the share capital is fully paid up, and under the conditions provided for in Articles L.225-129 to L.225-129-5, L.22-10-49, L.225-135, L.22-10-51 and L.225-138 of the French *Code de commerce*, subject to (i) the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them, (ii) the implementation of the Share Capital Reduction covered by the first resolution included in this Appendix, and (iii) the settlement-delivery of the new shares according to the Rights Issue covered by the second resolution included in this Appendix:

1. Delegates to the Board of Directors, with powers to subdelegate within the law and regulations, its power to increase the Company's share capital, on a one or more times, in France or abroad, at such times as it sees fit, by issuing new ordinary shares, without shareholders' preferential subscription rights, in accordance with the Accelerated Safeguard Plan (the "**Equitization Capital Increase Reserved for Participating Creditors**") under the terms of this resolution;
2. Decides that:
  - (i) the total amount (including issue premium) of the capital increase of the Company carried out pursuant to this resolution (the « **Total Amount of the Equitization Capital Increase Reserved for Participating Creditors** ») shall be equal to the total amount in EUR of all the Equitized Claims of the Participating Creditors (including accrued interest, interest for late payment, commissions and miscellaneous expenses not settled in cash on the date of the Opening Judgment or accruing from the Opening Judgment until the Record Date of the Equitization Capital Increase Reserved for Participating, excluding Agents' Compensations and Fees), as this amount will be determined by the Board of Directors implementing the Equitization Capital Increase Reserved for Participating Creditors pursuant to this resolution<sup>4</sup>; and

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<sup>4</sup> It should be noted that the maximum total number of new shares that may be issued as part of the Equitization Capital Increase Reserved for Non-Participating Creditors and the Equitization Capital Increase Reserved for Participating Creditors is 112,024,641,222 new shares with a nominal value of EUR 0.0001 each (taking into account the Share Capital Reduction), this ceiling being common to both capital increases. By way of illustration, assuming a settlement-delivery date of the Equitization Capital Increase Reserved for Participating Creditors on 1<sup>st</sup> January 2025, the Total Amount of the Equitization Capital Increase Reserved for Participating Creditors (including issue premium) (taking into account the breakdown between Non-Participating Creditors and Participating Creditors at the date hereof), would amount to a maximum of EUR 1,114,201,587, it being specified that the allocation of the quantum of the capital increases between the Non-Participating Creditors and the Participating Creditors may fluctuate until 27 September 2024 depending on the final determination, by Judicial Administrators, of the categories of Non-Participating Creditors and Participating Creditors in accordance with the conditions provided in the Accelerated Safeguard Plan.

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- (ii) the subscription price of the new shares issued pursuant to this resolution (on the basis of a nominal value of EUR 0.0001 per share (taking into account the Share Capital Reduction covered by the first resolution included in this Appendix) and including the issue premium) will be equal to (x) the Total Amount of the Equitization Capital Increase Reserved for Participating Creditors divided by (y) the number of new shares to be issued<sup>5</sup>; it being specified that the contemplated subscription price will be *circa* five times lower than the subscription price of the Equitization Capital Increase Reserved for Non-Participating Creditors, covered by the third resolution included in this Appendix;
3. Decides that the total nominal amount of the increase in the Company's share capital (excluding issue premium) carried out pursuant to this resolution shall not exceed EUR 11,202,465, corresponding to the issue of a maximum number of 112,024,641,222 new ordinary shares with a nominal value of EUR 0.0001, each (taking into account the Share Capital Reduction covered by the first resolution included in this Appendix), it being specified that the number of new shares that would be issued pursuant to this resolution will count towards the maximum number of new shares provided for in the third resolution included in this Appendix;
4. Decides that the new ordinary shares issued pursuant to this resolution will carry dividend rights from the date of issue and will be fully assimilated to existing shares and subject to all the provisions of the articles of association and to shareholders' decisions (whether prior or subsequent to the date hereof) from that date;
5. Decides that the subscription for the new shares must be fully paid up on the day of subscription by offsetting against certain, liquid and payable claims against the Company (with the exception, as the case may be, of the subscription by Existing Shareholders within the priority right referred to below, which must be paid up in cash exclusively) corresponding to the Equitized Claims of the Participating Creditors under the terms of the Accelerated Safeguard Plan approved by the Commercial Court of Nanterre;
6. Decides to cancel the shareholders' preferential rights to subscribe for the new shares and to reserve the subscription of all the new ordinary shares to be issued pursuant to this resolution exclusively in favor of the Participating Creditors (or, as the case may be, of one or more of their respective affiliates) *pro rata* to their holding in the Equitized Claims of the Participating Creditors, it being specified that (i) the said Participating Creditors (and their respective affiliates) constitute a category of persons meeting specified characteristics within the meaning of Article L.225-138 of the French *Code de commerce* and (ii) each of them will pay their subscription by offsetting against the amount of the certain, liquid and payable claims that they

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<sup>5</sup> By way of illustration, assuming a settlement-delivery date of the Equitization Capital Increase Reserved for Participating Creditors on 1<sup>st</sup> January 2025 and taking into account the breakdown between Non-Participating Creditors and Participating Creditors as of the date hereof, *i.e.* a Total Amount of the Equitization Capital Increase Reserved for Participating Creditors (including issue premium) of a maximum of EUR 1,114,201,587 representing a number of 84,409,211,153 new Shares, the subscription price of the 84,409,211,153 new Shares to be issued pursuant to this capital increase will be equal to EUR 0.0132 per new Share, *i.e.* a nominal value of EUR 0.0001 (taking into account the Share Capital Reduction) and EUR 0,0131 in issue premium per new Share.

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hold against the Company with respect to the Equitized Claims of the Participating Creditors under the conditions provided for in the Accelerated Safeguard Plan;

7. Decides that the Board of Directors will have full powers to implement this authorization, with powers to subdelegate within the law and regulations, within the limits and subject to the conditions specified above, for the purpose, without this being limitative, of:
  - a. acknowledge the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them;
  - b. carry out the Equitization Capital Increase Reserved for Participating Creditors and record the issue of the new ordinary shares as part of the said Equitization Capital Increase Reserved for Participating Creditors;
  - c. determine the amount of the Equitized Claims of the Participating Creditors;
  - d. set, within the above-mentioned limits, the Total Amount of the Equitization Capital Increase Reserved for Participating Creditors as well as the maximum number of new ordinary shares to be issued;
  - e. determine the list of beneficiaries within the category defined above, including the *Commissaire à l'exécution du plan* acting on behalf of the defaulting Participating Creditors under the terms of the Accelerated Safeguard Plan (the "**Beneficiaries of the Equitization Capital Increase Reserved for Participating Creditors**"), and the definitive number of ordinary shares to be subscribed by each of them within the limit of the maximum number of shares determined as indicated above;
  - f. approve the statement of claims (*arrêté de créances*) in accordance with Article R.225-134 of the French *Code de commerce* (with powers to subdelegate within the law and regulations);
  - g. obtain a report from the statutory auditors certifying that the statement of claims (*arrêté de créances*) has been properly established by the Board of Directors (with powers to subdelegate within the law and regulations), in accordance with Article R.225-134 of the French *Code de commerce*;
  - h. obtain a certificate from the statutory auditors stating that the ordinary shares have been paid up by offsetting certain, liquid and payable claims that they hold against the Company, which will serve as the depositary's certificate in accordance with Article L.225-146 paragraph 2 of the French *Code de commerce*;
  - i. determine all the other terms and conditions of the issue of the new shares;
  - j. determine the terms and conditions according to which shareholders wishing to participate in the Equitization Capital Increase Reserved for Participating Creditors must hold their shares in pure registered form (*nominatif pur*), which implies, for shareholders holding their

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shares in bearer form, converting them into pure registered form (*nominatif pur*) prior to the Shareholders Record Date, in order to be able to take into account the number of shares that may be subscribed as part of the Equitization Capital Increase Reserved for Participating Creditors by the shareholders registered on the Shareholders Record Date and determine the total number of shares on the basis of which the priority right (i) under the Equitization Capital Increase Reserved for Non-Participating Creditors covered by the third resolution included in this Appendix, if this takes place after the Equitization Capital Increase Reserved for Participating Creditors and, as the case may be, (ii) as part of the Potential Capital Increase covered by the fifth resolution included in this Appendix may be exercised;

- k. determine the opening and closing dates of the subscription period;
- l. collect subscriptions for the new ordinary shares from the final beneficiaries and record these subscriptions, which must be paid up exclusively by offsetting against certain, liquid and payable claims that they hold against the Company (with the exception, as the case may be, of subscriptions by Existing Shareholders within the priority right referred to below, which must be paid up exclusively in cash);
- m. close the subscription period early, if necessary, or extend its duration;
- n. record that all the new ordinary shares issued have been paid up and, consequently, that the resulting capital increase has been completed, amend the articles of association of the Company accordingly and record, as the case may be, the Restructuring Effective Date;
- o. enter into any agreement with a view to carrying out the issue provided for in this resolution;
- p. as the case may be, provide for the possibility of suspending the exercise of rights attached to shares or securities giving access to the share capital or other rights giving access to the capital in accordance with the applicable legal, regulatory or contractual provisions;
- q. as the case may be, at its sole discretion, deduct the costs of the Equitization Capital Increase Reserved for Participating Creditors from the premiums relating thereto and, if it sees fit, deduct the sums necessary to fund the legal reserve;
- r. carry out the admission to trading on Euronext Paris of the new ordinary shares;
- s. more generally, carry out any and all formalities and declarations, including to the stock market authorities, enter into any and all agreements and apply for any and all authorizations that may prove useful or necessary for the successful completion of the issue of the new ordinary shares;
- t. do all things necessary or useful for the completion of the Equitization Capital Increase Reserved for Participating Creditors, and for the issue and admission to trading of the new ordinary shares issued pursuant to these authorizations; and

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- u. carry out the publication and filing formalities required for the completion of the capital increase resulting from the issue of the new ordinary shares, and amend the articles of association of the company accordingly, if necessary,
9. Decides that the capital increase ceiling set or referred to in this resolution is independent of the ceilings referred to in the other resolutions included in this Appendix, with the exception of the ceiling referred to in the third resolution; and
10. Decides that, subject to the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or, as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them, the Equitization Capital Increase Reserved for Participating Creditors shall be completed within twelve (12) months as from the date of this meeting of the shareholders' class of affected parties.

It is specified that in the event of non-approval of the Accelerated Safeguard Plan by the class of shareholders meeting as a class of affected parties and cross class cram down with regard to the class of shareholders in accordance with Article L.626-32 of the French *Code de commerce*, the judgment of the specialized Commercial Court of Nanterre (*Tribunal de commerce spécialisé de Nanterre*) adopting the Accelerated Safeguard Plan shall constitute approval of the changes to the share capital referred to in this resolution under the conditions provided for in the Accelerated Safeguard Plan and shall entail delegation of powers to the Board of Directors for the Equitization Capital Increase Reserved for Participating Creditors in accordance with the terms of this resolution, subject to the following:

- a. the Board of Directors shall introduce, in accordance with Article L.22-10-51 of the French *Code de commerce* and Article L.626-32 I 5° c) of the French *Code de commerce*, a priority right for Existing Shareholders to subscribe to the new shares issued pursuant to this resolution, for a period of at least three (3) business days and on terms to be determined by the Board of Directors, subject to the following limits;
- b. this priority right established in favor of Existing Shareholders in accordance with the foregoing will not give rise to the creation of negotiable rights;
- c. each Existing Shareholder shall be entitled, during the above-mentioned period, to exercise its priority right on an irreducible basis (*à titre irréductible*) only with respect to the new shares issued pursuant to this resolution up to a maximum ratio determined as follows (the "**Priority Ratio of the Equitization Capital Increase Reserved for Participating Creditors**"):

Priority Ratio of the Equitization Capital Increase Reserved for Participating Creditors = Number of Shares Eligible for the Priority Right of the Equitization Capital Increase Reserved for Participating Creditors / total number of shares comprising the share capital of the Company following completion of the Rights Issue, covered by the second resolution included in this Appendix and, as the case may be, the Equitization Capital Increase Reserved for Non-Participating Creditors, covered by the third resolution included in this Appendix (if this occurs before the Equitization Capital Increase Reserved for Participating Creditors), and before the launch of the Equitization Capital Increase Reserved for Participating Creditors

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Where "**Number of Shares Eligible for the Priority Right of the Equitization Capital Increase Reserved for Participating Creditors**" means, for each Existing Shareholder, the number of shares in the Company held on the Shareholders Record Date, plus, as the case may be and subject to the conditions relating to the holding of shares in pure registered form (*nominatif pur*) and the conservation of shares in pure registered form (*nominatif pur*) until the settlement-delivery of the Equitization Capital Increase Reserved for Participating Creditors, the shares the Existing Shareholder has subscribed for as part of the Rights Issue covered by the second resolution included in this Appendix (only by exercising, on an irreducible basis (*à titre irréductible*), the preferential subscription rights detached from the shares it held on the Shareholders Record Date) and, as the case may be, as part of the Equitization Capital Increase Reserved for Non-Participating Creditors covered by the third resolution included in this Appendix, if this takes place prior to the Equitization Capital Increase Reserved for Participating Creditors (with respect, as the case may be, to the new shares that it has subscribed for as part of the Equitization Capital Increase Reserved for Non-Participating Creditors within the priority subscription period, in accordance with the provisions of Article L.22-10-51 of the French *Code de commerce*);

It is specified, as necessary, that the Number of Shares Eligible for the Priority Right of the Equitization Capital Increase Reserved for Participating Creditors shall not include (i) the shares of the Company subscribed for by any Existing Shareholder in excess of the proportion of the share capital held by such Existing Shareholder prior to the implementation of the Rights Issue and the Equitization Capital Increase Reserved for Non-Participating Creditors, if this occurs prior to the Equitization Capital Increase Reserved for Participating Creditors (for example, in the event of the acquisition of preferential subscription rights and the exercise of these rights as part of the Rights Issue), and (ii) the new shares of the Company that would be subscribed for by any Existing Shareholder who is also an Non-Secured Financial Creditor, as a result of the conversion of its Non-Secured Debt as part of the Rights Issue covered by the second resolution included in this Appendix or the Equitization Capital Increase Reserved for Non-Participating Creditors covered by the third resolution, if the latter takes place before the Equitization Capital Increase Reserved for Participating Creditors, and the Board of Directors may not grant any priority right with respect to the above-mentioned shares;

- d. if, for each Existing Shareholder, application of the Priority Ratio of the Equitization Capital Increase Reserved for Participating Creditors results in a number of shares other than a whole number, then the maximum number of shares to which such Existing Shareholder may subscribe shall be rounded down to the lowest whole number;
- e. shares subscribed under this priority right will be at the same price as that provided for in this resolution, it being specified that any Existing Shareholder may only subscribe for a number of shares related to the payment of a whole subscription price (to the nearest cent);
- f. the Board of Directors will have power to determine the terms and conditions under which Existing Shareholders may benefit from this priority right, it being specified that this priority right may only be exercised by the Company's Shareholders on an irreducible basis (*à titre irréductible*); and

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- g. the Board of Directors shall, as the case may be, reduce the amount of the subscriptions of the Beneficiaries of the Equitization Capital Increase Reserved for Participating Creditors (*pro rata* to the amount of their Equitized Claims of the Participating Creditors) by an amount equal to the difference between (i) the Total Amount of the Equitization Capital Increase Reserved for Participating Creditors and (ii) the amount of the subscriptions to the Equitization Capital Increase Reserved for Participating Creditors made, as the case may be, by the shareholders exercising their priority rights in accordance with the procedures described in paragraphs (a) to (f) above.

*Fifth resolution (Delegation of powers to the Board of Directors to carry out a capital increase in cash (“en numéraire”) by issuing new ordinary shares in the Company, with cancelation of shareholders' preferential subscription rights in favor of the Participating Creditors or, as the case may be, their respective affiliate(s), these persons constituting a category of persons meeting specified characteristics, and, where applicable, priority rights for existing shareholders)*

The class of shareholders of the Company, meeting as a class of affected parties for the purpose of approving the Accelerated Safeguard Plan in accordance with the provisions of Articles L.626-29 *et seq.* of the French *Code de commerce*, ruling under the majority conditions required for extraordinary general meetings of shareholders, having considered the report of the Board of Directors on the draft resolutions, the special report of the statutory auditors and the report of the independent expert, and having noted that the share capital is fully paid up, and under the conditions provided for in Articles L.225-129 to L.225-129-5, L.22-10-49, L.225-135, L.22-10-51 and L.225-138 of the French *Code de commerce*, subject to (i) the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them, (ii) the implementation of the Share Capital Reduction covered by the first resolution included in this Appendix, and (iii) the settlement-delivery of the new shares according to the Rights Issue covered by the second resolution included in this Appendix:

1. Delegates to the Board of Directors, with powers to subdelegate within the law and regulations, its power to increase the Company's share capital, on a one or more times, in France or abroad, at such times as it sees fit by issuing new ordinary shares, without shareholders' preferential subscription rights, in accordance with the Accelerated Safeguard Plan (the "**Potential Capital Increase**") under the terms of this resolution;
2. Decides that:
  - (i) the maximum total amount (including issue premium) of the share capital increase of the Company carried out pursuant to this resolution shall be EUR 350 million, allocated as follows:
    - a maximum of EUR 100 million corresponding to the balance of the Converted Guarantee Debt (*Dette de Garantie Convertie*) not called under the Second-Rank Subscription Guarantee (*Garantie de Souscription de Second Rang*) of the Rights Issue covered by the second resolution included in this Appendix; then
    - a maximum of EUR 75 million of potential voluntary subscriptions by the Participating Creditors in cash; and then
    - a maximum of EUR 175 million of potential voluntary subscriptions by the Participating Creditors by offsetting against a portion of their Non-Secured Debt in

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proportion to the increase of the amount of the New Preferred Financing corresponding to the difference between EUR 250 million and the New Equity (*pro rata* to their interest in the New Preferred Financings);

- (ii) the subscription price of the new shares issued pursuant to this resolution will be equal to EUR 0.0037 per new share, corresponding to EUR 0.0001 nominal value (taking into account the Share Capital Reduction covered by the first resolution included in this Appendix) and EUR 0,0036 issue premium, corresponding to the issue of a maximum number of 94,594,594,594 new ordinary shares with a nominal value of EUR 0.0001 each (taking into account the Share Capital Reduction covered by the first resolution included in this Appendix), *i.e.* a maximum total nominal amount of the Company's share capital increase (excluding the issue premium) of EUR 9,459,460;
3. Decides that the new ordinary shares issued pursuant to this resolution will carry dividend rights from the date of issue and will be fully assimilated to existing shares and subject to all the provisions of the articles of association and to shareholders' decisions (whether prior or subsequent to the date hereof) from that date;
  4. Decides that the subscription for the new shares must be fully paid up on the day of their subscription by offsetting against certain, liquid and payable claims against the Company (with the exception of (i) a maximum of EUR 75 million corresponding to the potential voluntary subscription in cash by the Participating Creditors which must be fully paid up on the date of subscription by cash transfer and, as the case may be, (ii) the subscription by Existing Shareholders within the priority right referred to below, which must be fully paid up on the day of their subscription in cash exclusively) in accordance with the terms of the Accelerated Safeguard Plan approved by the Commercial Court of Nanterre;
  5. Decides to waive shareholders' preferential rights to subscribe for the new shares and to reserve the subscription of all the new ordinary shares to be issued pursuant to this resolution exclusively in favor of:
    - (i) Participating Creditors (or, as the case may be, one or more of their respective affiliates) *pro rata* to their respective holding of the balance of the Converted Guarantee Debt (*Dette de Garantie Convertie*);
    - (ii) Participating Creditors (or, as the case may be, one or more of their respective affiliates) who subscribed to a commitment to contribute Additional Equity;
    - (iii) Participating Creditors (or, as the case may be, one or more of their respective affiliates) who subscribed to a commitment to make an Additional Equitization,

it being specified that (i) the said Participating Creditors (and their respective affiliates) constitute a category of persons meeting specified characteristics within the meaning of Article L.225-138 of the French *Code de commerce* and (ii) they will each pay up their subscriptions in cash (*en numéraire*) only, (x) by offsetting claims (regarding the conversion into capital of the balance of the Converted Guarantee Debt (*Dette de Garantie Convertie*) that has not been called and, as the case may be, in connection with an Additional Equitization) or (y) by payment in cash (*versement d'espèces*) (regarding the contribution of Additional Equity) as the case may be;



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6. Decides that the Board of Directors will have full powers to implement this authorization in accordance with the Accelerated Safeguard Plan, with powers to subdelegate within the law and regulations, within the limits and subject to the conditions specified above, for the purpose, without this being limitative, of:
  - a. acknowledge the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them;
  - b. carry out the Potential Capital Increase and record the issue of the new ordinary shares as part of the said Potential Capital Increase;
  - c. set, within the above-mentioned limits, the total amount of the Potential Capital Increase as well as the maximum number of new ordinary shares to be issued;
  - d. determine the list of beneficiaries within the category defined above (the "**Beneficiaries of the Potential Capital Increase**"), and the definitive number of ordinary shares to be subscribed by each of them within the limit of the maximum number of shares determined as indicated above;
  - e. approve the statement of claims (*arrêté de créances*) in accordance with Article R.225-134 of the French *Code de commerce* (with powers to subdelegate within the law and regulations);
  - f. obtain a report from the statutory auditors certifying that the statement of claims (*arrêté de créances*) has been properly established by the Board of Directors (with powers to subdelegate within the law and regulations), in accordance with Article R.225-134 of the French *Code de commerce*;
  - g. obtain a certificate from the statutory auditors stating that the ordinary shares have been paid up by offsetting certain, liquid and payable claims that they hold against the Company, which will serve as the depositary's certificate in accordance with Article L.225-146 paragraph 2 of the French *Code de commerce*;
  - h. determine all the other terms and conditions of the issue of the new shares;
  - i. determine the opening and closing dates of the subscription period;
  - j. collect subscriptions for the new ordinary shares from the final beneficiaries and record these subscriptions, which must be paid up in cash (*en numéraire*) only, (i) by offsetting claims (conversion into capital of the balance of the Converted Guarantee Debt (*Dette de Garantie Convertie*) and, as the case may be, in connection with an Additional Equitization) or (ii) by payment in cash (*versement d'espèces*) (contribution of Additional Equity and, as the case may be, subscription by Existing Shareholders within the priority right referred to below, which must be paid up exclusively in cash) as the case may be;
  - k. close the subscription period early or extend its duration;

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- l. record that all the new ordinary shares issued have been fully paid up and, consequently, that the resulting capital increase has been completed, amend the articles of association of the Company accordingly and record, as the case may be, the Restructuring Effective Date;
  - m. enter into any agreement with a view to carrying out the issue provided for in this resolution;
  - n. as the case may be, provide for the possibility of suspending the exercise of rights attached to shares or securities giving access to the share capital or other rights giving access to the capital in accordance with the applicable legal, regulatory or contractual provisions;
  - o. as the case may be, at its sole discretion, deduct the costs of the Potential Capital Increase from the premiums relating thereto and, if it sees fit, deduct the sums necessary to fund the legal reserve;
  - p. have the new ordinary shares admitted to trading on Euronext Paris;
  - q. more generally, carry out any and all formalities and declarations, including to the stock market authorities, enter into any and all agreements and apply for any and all authorizations that may prove useful or necessary for the successful completion of the issue of the new ordinary shares;
  - r. do all things necessary or useful for the completion of the Potential Capital Increase, and for the issue and admission to trading of the new ordinary shares issued pursuant to this authorization; and
  - s. carry out the publication and filing formalities required for the completion of the capital increase resulting from the issue of the new ordinary shares and amend the articles of association of the company accordingly, if necessary.
11. Decides that the capital increase ceiling set or referred to in this resolution is independent of the ceilings referred to in the other resolutions included in this Appendix; and
12. Decides that, subject to the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or, as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them, the Potential Capital Increase must be completed within twelve (12) months as from the date of this meeting of the shareholders' class of affected parties.

It is specified that in the event of non-approval of the Accelerated Safeguard Plan by the class of shareholders meeting as a class of affected parties and cross class cram down with regard to the class of shareholders in accordance with Article L.626-32 of the French *Code de commerce*, the judgment of the specialized Commercial Court of Nanterre (*Tribunal de commerce spécialisé de Nanterre*) adopting the Accelerated Safeguard Plan will constitute approval of the changes to the share capital referred to in this resolution under the conditions provided for in the Accelerated Safeguard Plan and shall entail delegation of powers to the Board of Directors for the Potential Capital Increase in accordance with the terms of this resolution, subject to the following:

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- a. the Board of Directors shall introduce, in accordance with Article L.22-10-51 of the French *Code de commerce* and Article L.626-32 I 5° c) of the French *Code de commerce*, a priority right for Existing Shareholders to subscribe to the new shares issued pursuant to this resolution, for a period of at least three (3) business days and on terms to be determined by the Board of Directors, subject to the following limits;
- b. this priority right established in favor of Existing Shareholders in accordance with the foregoing will not give rise to the creation of negotiable rights;
- c. each Existing Shareholder shall be entitled, during the above-mentioned period, to exercise its priority right on an irreducible basis (*à titre irréductible*) only with respect to the new shares issued pursuant to this resolution up to a maximum ratio determined as follows (the "**Priority Ratio of the Potential Capital Increase**"):

Priority Ratio of the Potential Capital Increase = Number of Shares Eligible for the Priority Right of the Potential Capital Increase / total number of shares comprising the share capital of the Company following completion of (i) the Rights Issue, covered by the second resolution included in this Appendix, (ii) the Equitization Capital Increase Reserved for Non-Participating Creditors, covered by the third resolution included in this Appendix, and (iii) the Equitization Capital Increase Reserved for Participating Creditors, covered by the fourth resolution included in this Appendix, and before the launch of the Potential Capital Increase

Where "**Number of Shares Eligible for the Priority Right of the Potential Capital Increase**" means, for each Existing Shareholder, the number of shares in the Company held on the Shareholders Record Date, plus, as the case may be and subject to the conditions relating to the holding of shares in pure registered form (*nominatif pur*) and the conservation of shares in pure registered form (*nominatif pur*) until the settlement-delivery of the Potential Capital Increase, the shares they have subscribed for as part of (i) the Rights Issue covered by the second resolution included in this Appendix (only by exercising, on an irreducible basis (*à titre irréductible*), the preferential subscription rights detached from the shares they held on the Shareholders Record Date), (ii) as the case may be, the Equitization Capital Increase Reserved for Non-Participating Creditors covered by the third resolution included in this Appendix (with respect, as the case may be, to the new shares that they subscribed for as part of the Equitization Capital Increase Reserved for Non-Participating Creditors within the priority subscription period, in accordance with the provisions of Article L.22-10-51 of the French *Code de commerce*) and (iii) as the case may be, the Equitization Capital Increase Reserved for Participating Creditors covered by the fourth resolution included in this Appendix (with respect, as the case may be, to the new shares that it has subscribed for as part of the Equitization Capital Increase Reserved for Participating Creditors within the priority subscription period (*délai de priorité*), in accordance with the provisions of article L.22-10-51 of the French *Code de commerce*).

It is specified, insofar as is necessary, that the Number of Shares Eligible for the Priority Right of the Potential Capital Increase shall not include (i) the shares of the Company subscribed for by any Existing Shareholder in excess of the proportion of the share capital held by such Existing Shareholder prior to the implementation of the Rights Issue, the Equitization Capital Increase Reserved for Non-Participating Creditors and the Equitization Capital Increase Reserved for

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Participating Creditors (for example, in the event of the acquisition of preferential subscription rights and the exercise of these rights as part of the Rights Issue), and (ii) the new shares of the Company that would be subscribed by any Existing Shareholder who is also an Non-Secured Financial Creditor, as a result of the conversion of its Non-Secured Debt as part of the Rights Issue, covered by the second resolution included in this Appendix, the Equitization Capital Increase Reserved for Non-Participating Creditors covered by the third resolution, or the Equitization Capital Increase Reserved for Participating Creditors covered by the fourth resolution included in this Appendix, and the Board of Directors may not grant any priority rights with respect to the above-mentioned shares;

- d. if, for each Existing Shareholder, application of the Priority Ratio of the Potential Capital Increase results in a number of shares other than a whole number, then the maximum number of shares to which that Existing Shareholder may subscribe will be rounded down to the nearest whole number;
- e. shares subscribed under this priority right will be at the same price as that provided for in this resolution, it being specified that any Existing Shareholder may only subscribe for a number of shares corresponding to the payment of a whole subscription price (to the nearest cent);
- f. the Board of Directors will be empowered to determine the terms and conditions under which Existing Shareholders may benefit from this priority right, it being specified that this priority right may only be exercised by the Existing Shareholders of the Company on an irreducible basis (*à titre irréductible*); and
- g. the Board of Directors shall, as the case may be, reduce the amount of the subscriptions of the Beneficiaries of the Potential Capital Increase (on a *pro rata* basis between each of them) by an amount equal to the difference between (i) the total amount of the Potential Capital Increase and (ii) the amount of the subscriptions to the Potential Capital Increase made, as the case may be, by the shareholders exercising their priority rights in accordance with the procedures described in paragraphs (a) to (f) above.

***Sixth resolution (Delegation of powers to the Board of Directors to carry out the issue and free allocation of share subscription warrants, with cancellation of shareholders' preferential subscription rights in favor of the Participating Creditors or, as the case may be, their respective affiliate(s), these persons constituting a category of persons meeting specified characteristics, with, where applicable, preferential allocation to Existing Shareholders, these persons constituting a category of persons meeting specified characteristics)***

The class of shareholders of the Company, meeting as a class of affected parties for the purposes of approving the Accelerated Safeguard Plan in accordance with the provisions of Articles L.626-29 *et seq.* of the French *Code de commerce*, ruling under the majority conditions required for extraordinary general meetings of shareholders, having considered the report of the Board of Directors on the draft resolutions, the special report of the statutory auditors and the report of the independent expert, and having noted that the share capital is fully paid up, and under the conditions provided for in Articles L.225-129 to L.225-129-5, L.22-10-49, L.225-135, L.225-138 and L.228-91 *et seq.* of the French *Code de commerce*, subject to (i) the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them, (ii) the implementation of the Share Capital Reduction covered by the

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first resolution included in this Appendix, and (iii) the settlement-delivery of the new shares according to the Rights Issue covered by the second resolution included in this Appendix, (iv) the settlement-delivery of the new shares as part of the Equitization Capital Increase Reserved for Non-Participating Creditors covered by the third resolution included in this Appendix, (v) the settlement-delivery of the new shares as part of the Equitization Capital Increase Reserved for Participating Creditors covered by the fourth resolution included in this Appendix and (vi) as the case may be, the settlement-delivery of the new shares as part of the Potential Capital Increase covered by the fifth resolution included in this Appendix:

1. Delegates to the Board of Directors, with powers to subdelegate within the law and regulations, its power to issue and allocate, free of charge, share subscription warrants in accordance with the terms and conditions attached in Schedule 1 hereto (the "**Warrants**") with cancellation of the shareholders' preferential subscription right;
2. Decides that the number of Warrants issued pursuant to this resolution may not exceed 22,398,648,648;
3. Decides to cancel shareholders' preferential subscription right and to reserve the allocation of all of the Warrants to be issued pursuant to this resolution exclusively in favor of the Participating Creditors (or, as the case may be, one or more of their respective affiliates) and, as the case may be, in favor of the Existing Shareholders who will benefit from a preferential allocation in accordance with the provisions of Article L.626-32 I 5° c) of the French *Code de commerce* and under the conditions provided in the Accelerated Safeguard Plan of the Company approved by the Commercial Court of Nanterre, it being specified that the said Participating Creditors (or, as the case may be, one or more of their respective affiliates) and Existing Shareholders constitute a category of persons meeting specified characteristics within the meaning of Article L.225-138 of the French *Code de commerce*;
4. Decides that one (1) Warrants will entitle to subscribe for one (1) new ordinary shares in the Company at a price of EUR 0.0001 per new ordinary share, *i.e.* EUR 0.0001 nominal value (taking account of the Share Capital Reduction covered by the first resolution) and EUR 0 share premium per new ordinary share (without prejudice to any subsequent adjustments to preserve the rights of holders of Warrants, in accordance with legal and regulatory provisions and, as the case may be, the contractual provisions of the Warrants), to be paid up in cash only;
5. Decides that the total nominal amount of the increase in the Company's share capital (excluding share premium) resulting from the exercise of the Warrants that would be issued pursuant to this resolution may not exceed EUR 2,239,865 corresponding to the issue of a maximum number of 22,398,648,648 new ordinary shares in the Company with a nominal value of EUR 0.0001 each (taking into account the Share Capital Reduction covered by the first resolution). This amount will be increased, as the case may be, by the nominal value of the new ordinary shares to be issued in order to preserve the rights of the holders of Warrants (in accordance with the legal and regulatory provisions and, as the case may be, the contractual provisions of the Warrants), with the maximum number of new ordinary shares being increased accordingly;

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6. Decides that the Warrants may be exercised at any time until the expiry of a period of thirty-six (36) months following the date of their settlement-delivery, the Warrants not exercised within this period becoming laps and thus losing all value and all rights attached thereto;
7. Decides that the new ordinary shares issued on exercise of the Warrants must be fully paid up at the time of subscription, which shall be only in cash (holders being personally responsible for any fractional shares);
8. Acknowledges that the decision to issue the Warrants shall automatically entail the waiver by shareholders of their preferential subscription rights to subscribe for the shares to which the Warrants entitle them;
9. Decides that the new ordinary shares issued on exercise of the Warrants will carry dividend rights from the date of issue and will be fully assimilated to the existing shares and subject to all the provisions of the articles of association and the decisions of shareholders' decisions (whether prior or subsequent to the date hereof) from that date;
10. Decides that the Warrants will be freely tradable and will be admitted to the transactions on Euroclear France and decides that the Warrants will not be admitted to trading on a regulated market;
11. Decides that the Company will be entitled to suspend the exercise of the Warrants in the cases and during the periods provided for by the applicable regulations;
12. Resolves that the Board of Directors will have full powers to implement this authorization, with powers to subdelegate within the law and regulations, within the limits and subject to the conditions specified above, for the purpose, without this being limitative, of:
  - a. acknowledge the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them;
  - b. carry out the issue and allotment of the Warrants and, if necessary, postpone the same;
  - c. if necessary, finalize the terms and conditions of the agreement for the issue of the Warrants attached hereto as Schedule 1;
  - d. determine, within the above limits, the number of Warrants to be issued;
  - e. determine the list of beneficiaries within the category defined in paragraph 3. above, and the final number of Warrants to be allocated to each of them, it being specified that the allocation and distribution among the Participating Creditors eligible for Warrants (or, as the case may be, their respective affiliate(s)) will result from the commitments taken and the notifications made by the Participating Creditors to the Company in accordance with the allocation and distribution principles provided for in the Accelerated Safeguard Plan of the Company approved by the Commercial Court of Nanterre, after deduction, as the case may be, of the number of Warrants that may be allocated by preference to Existing

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Shareholders in accordance with the provisions of Article L.626-32 I 5° c) of the French *Code de commerce* and under the conditions provided for in the Accelerated Safeguard Plan of the Company approved by the Commercial Court of Nanterre in the event of non-approval of the Company's Accelerated Safeguard Plan by the class of shareholders of the Company, meeting as a class of affected parties, and cross class cram down with regard to the class of shareholders of the Company in accordance with Article L.626-32 of the French *Code de commerce*;

- f. allocate and issue the Warrants;
  - g. have the Warrants admitted to the transactions on Euroclear France;
  - h. enter into any agreement with a view to carrying out the issue provided for in this resolution;
  - i. carry out the publication and filing formalities relating to the issue of the Warrants;
  - j. do all that is necessary or useful for the completion of the capital increases resulting from the exercise of the Warrants (including, in particular, receiving the subscription price for the new ordinary shares of the Company issued on exercise of the Warrants);
  - k. have the new ordinary shares issued on exercise of the Warrants admitted to trading on Euronext Paris;
  - l. record the capital increases resulting from the exercise of the Warrants, and if it deems it appropriate deduct the costs of the said capital increases from the amount of the premiums relating to these transactions and deduct the sums necessary to fund the legal reserve;
  - m. carry out the publication and filing formalities required for the completion of the capital increase resulting from the exercise of the Warrants and amend the articles of association of the company accordingly;
  - n. make any adjustments required to preserve the rights of holders of Warrants, in accordance with legal and regulatory provisions and, as the case may be, the contractual provisions of the Warrants providing for other cases of adjustment;
  - o. more generally, do all that is necessary or useful for the completion of the issue and allotment provided for in this resolution, for the listing and financial servicing of the securities issued pursuant to this resolution and for the exercise of the rights attached thereto; and
  - p. carry out all the related formalities.
13. Decides that, subject to the completion of the Conditions Precedent applicable, as the case may be, to the implementation of this resolution, or as the case may be, the waiver (if permitted by the Accelerated Safeguard Plan) of some of them, the issue of the Warrants provided for in this resolution must be completed within twelve (12) months of this meeting of the class of shareholders of the Company meeting as a class of affected parties.

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It is specified that in the event of non-approval of the Accelerated Safeguard Plan by class of shareholders of the Company, meeting as a class of affected parties and cross class cram down with regard to the class of shareholders in accordance with Article L.626-32 of the French *Code de commerce*, the judgement adopting the Accelerated Safeguard Plan by the specialized Commercial Court of Nanterre (*Tribunal de commerce spécialisé de Nanterre*) shall constitute approval of the changes to the share capital provided for in the Accelerated Safeguard Plan under the conditions provided for therein and shall entail delegation of powers to the Board of Directors to carry out the issue of the Warrants in accordance with the terms of this resolution, subject to the allocation of the Warrants by preference to the Existing Shareholders in accordance with the provisions of Article L.626-32 I 5° c) of the French *Code de commerce* and in accordance with the terms of the Accelerated Safeguard Plan of the Company approved by the Commercial Court of Nanterre, subject to the following:

- a. each Existing Shareholder will be entitled to receive Warrants in accordance with this resolution up to a maximum ratio determined as follows (the "**Warrants Priority Ratio**"):

Warrants Priority Ratio = Number of Shares Eligible for the Warrants / total number of shares comprising the Company's share capital following completion of the Financial Restructuring Capital Increases

Where "**Number of Shares Eligible for the Warrants**" means, for each Existing Shareholder, the number of shares in the Company held on the Shareholders Record Date, plus, as the case may be and subject to the conditions relating to the holding of shares in pure registered form (*nominatif pur*) and the conservation of shares in pure registered form (*nominatif pur*) until settlement-delivery of the Warrants issue, the shares they have subscribed to as part of:

- (i) the Rights Issue carried out under the second resolution included in this Appendix (solely through the exercise, on an irreducible basis, of the preferential subscription rights detached from the shares they held on the Shareholders Record Date);
- (ii) as the case may be, the Equitization Capital Increase Reserved for Non-Participating Creditors covered by the third resolution included in this Appendix (in respect, as the case may be, of any new shares subscribed by them as part of the Equitization Capital Increase reserved for Non-Participating Creditors within the priority subscription period, in accordance with the provisions of article L.22-10-51 of the French *Code de commerce*);
- (iii) as the case may be, the Equitization Capital Increase Reserved for Participating Creditors covered by the fourth resolution included in this Appendix (in respect, as the case may be, of any new shares subscribed by them as part of the Equitization Capital Increase reserved for Participating Creditors within the priority subscription period, in accordance with the provisions of article L.22-10-51 of the French *Code de commerce*); and
- (iv) as the case may be, the Potential Capital Increase covered by the fifth resolution included in this Appendix (in respect, as the case may be, of the new shares subscribed by them in the Potential Capital Increase within the priority period, in accordance with the provisions of article L.22-10-51 of the French *Code de commerce*).

It is specified, as necessary, that the following will not be taken into account in the Number of Shares Eligible for the Warrants (i) the shares in the Company subscribed to by any Existing



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Shareholder in excess of the proportion of the share capital held by such Existing Shareholder prior to the implementation of the Rights Issue, the Reserved Equitization Capital Increases and the Potential Capital Increase (for example, in the event of the acquisition of preferential subscription rights, and the exercise of such rights as part of the Rights Issue), and (ii) the new shares of the Company that would be subscribed by any Existing Shareholder who is also an Non-Secured Financial Creditor, as a result of the conversion of its Non-Secured Debt as part of the Rights Issue covered by the second resolution included in this Appendix, the Reserved Equitization Capital Increases or the Potential Capital Increase;

- b. if, for each Existing Shareholder, application of the Warrants Priority Ratio results in a number of Warrants other than a whole number, then the maximum number of Warrants that such Existing Shareholder may receive will be rounded down to the nearest whole number, without however being less than one Warrant.

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## **Schedule 1**

### **Terms and conditions of the Warrants**

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## TERMS AND CONDITIONS OF THE WARRANTS

The issue of a certain amount of Warrants (as defined below) by ATOS S.E. (the “**Company**”), in favor of the Beneficiaries (as defined below), [has been authorized by the class of shareholders, gathered in class of affected parties on 27 September 2024, having approved the accelerated safeguard plan of the Company (the “**Accelerated Safeguard Plan**”)] / [is provided for in the Company's accelerated safeguard plan (the “**Accelerated Safeguard Plan**”) which was approved by the specialized Commercial Court of Nanterre (*Tribunal de Commerce spécialisé de Nanterre*) by a judgment dated [●] 2024, in accordance with Article L.628-8 of the French *Code de commerce* (the “**Plan Adoption Judgment**”) and which has been subject of cross-class cram down in accordance with Article L.626-32 of the French Commercial Code, the Plan Adoption Judgment constituting approval of the changes to the Company's shareholding and/or shareholders' rights and/or to the articles of association provided for in the Accelerated Safeguard Plan (including the issue of the Warrants)]. Warrants do not grant their holders the rights or privileges attached to Shares (as defined below) (including, without limitation, voting rights or rights to receive dividends or other distributions in respect thereof) until such Warrants are exercised by their holders and Shares are received as a result of such exercise.

### 1. Definitions

In these terms and conditions, the capitalized terms shall have the following meaning:

|                                       |   |
|---------------------------------------|---|
| “ <b>Accelerated Safeguard Plan</b> ” | shall have the meaning ascribed to it in the preamble.  |
| “ <b>BALO</b> ”                       | shall have the meaning ascribed to it in section 8.   |
| “ <b>Business Day</b> ”               | means a day (other than a Saturday or Sunday) on which banks are open for general business in Paris.  |
| “ <b>Beneficiaries</b> ”              | means the Participating Creditors (or, as the case may be, their respective affiliate(s)) under the terms and conditions provided in the Accelerated Safeguard Plan and in the sixth resolution of this Appendix, it being specified that in the event a cross-class cram down would be necessary to impose the Accelerated Safeguard Plan to the class of shareholders in application of article L. 626-32 of the French Commercial Code due to a negative vote of such class on the Accelerated Safeguard Plan, the Existing Shareholders would benefit from a preferential allocation, according to article L. 626-32 I 5°c) of the French Commercial Code under which they will receive a portion of the Warrants in accordance with the conditions set out in the Accelerated Safeguard Plan adopted by the Nanterre Commercial Court and in the sixth resolution included in this Appendix. |
| “ <b>Centralising Agent</b> ”         | shall have the meaning ascribed to it in section 16.  |
| “ <b>Exercise Date</b> ”              | shall have the meaning ascribed to it in section 7.   |
| “ <b>Exercise Period</b> ”            | shall have the meaning ascribed to it in section 7.   |
| “ <b>Exercise Price</b> ”             | shall have the meaning ascribed to it in section 7.   |
| “ <b>Existing Shareholders</b> ”      | means the shareholders holding shares in the Company on the date of the Opening Judgment, as well as their successive transferees ( <i>cessionnaires successifs</i> ) who would be on record on the Shareholder Record Date at the latest.  |

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|                                  |   |
|----------------------------------|---|
| <b>“Expert”</b>                  | means an independent expert of international renown chosen in agreement between the Company and the Holder(s) of Warrants (resolving in accordance with section 14); in the event of unavailability or for any other cause, the independent expert will be appointed by the President of the Commercial Court of Paris, ruling in summary proceedings ( <i>sous la forme des référés</i> ) and without possible recourse at the request of the Company or one (of the) Holder(s) of Warrants. |
| <b>“Holder(s) of Warrants”</b>   | means holder(s) of Warrants.  |
| <b>“Opening Judgement”</b>       | means the Judgment of the specialized Commercial Court of Nanterre Nanterre ( <i>Tribunal de Commerce spécialisé de Nanterre</i> ) of 23 July 2024 having opened the accelerated safeguard proceedings to the benefit of the Company.   |
| <b>“Participating Creditors”</b> | shall have the meaning ascribed to it in the Accelerated Safeguard Plan.  |
| <b>“Plan Adoption Judgement”</b> | shall have the meaning ascribed to it in the preamble.  |
| <b>“Record Date”</b>             | shall have the meaning ascribed to it in section 11.  |
| <b>“Request Date”</b>            | shall have the meaning ascribed to it in section 7.   |
| <b>“Representative”</b>          | shall have the meaning ascribed to it in section 14.  |
| <b>“Rights Issue”</b>            | means the share capital increase of the Company with maintenance of the preferential subscription rights of Existing Shareholders for an amount of c. EUR 233m (with subscription on an irreducible and a reducible basis), as provided by the Accelerated Safeguard Plan.  |
| <b>“Share(s)”</b>                | refers to an (the) ordinary share(s) issued by the Company, that will have a nominal value of EUR 0.0001 per share on the Warrants Issue Date.  |
| <b>“Shareholder Record Date”</b> | means the accounting day at the end of which persons registered in the accounts will be allocated preferential subscription rights to subscribe to the Rights Issue ( <i>i.e.</i> the accounting day preceding the date on which these preferential subscription rights will be detached from the Company's shares).  |
| <b>“Trading Day”</b>             | means any day on which Euronext Paris provides for Shares or any other relevant financial securities to be listed on its market other than a day in which the listing stops before habitual closing hour.   |
| <b>“Warrants”</b>                | means the warrants ( <i>bons de souscription d'actions</i> ) issued by the Company and allocated for free in favor of the Beneficiaries.  |
| <b>“Warrants Exercise Ratio”</b> | shall have the meaning ascribed to it in section 7.   |
| <b>“Warrants Issue Date”</b>     | means the date on which the Warrants are issued.  |
| <b>“Warrants Expiry Date”</b>    | shall have the meaning ascribed to it in section 7.   |

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## **2. Type and class of Warrants**

Warrants issued by the company shall be securities giving access to the share capital within the meaning of article L. 228-91 *et seq.* of the French Commercial Code.

No application will be made for the Warrants to be admitted to trading on any regulated market.

## **3. Applicable law and courts of competent jurisdiction**

The Warrants are governed by French law. All disputes arising out of or in connection with these terms and conditions shall be submitted to the jurisdiction of the Commercial court of Paris.

## **4. Form and method of registration in accounts of the Warrants**

Warrants may be held as registered (*nominatif*) or bearer (*au porteur*) securities at the option of each Holder of Warrants.

In accordance with article L. 211-3 of the French Monetary and Financial Code, the Warrants are required to be registered in securities accounts held by the Company or an authorized intermediary, as the case may be.

Consequently, the rights of the Holders of Warrants shall be recorded as book-entries in securities accounts opened in their name and held by:

- [Société Générale Securities Services (32, rue du Champ de Tir, 44308 Nantes Cedex 03, France)] appointed by the Company, in the case of Warrants fully held in registered form (*forme nominative pure*);
- an authorised financial intermediary of their choice and [Société Générale Securities Services (32, rue du Champ-de-Tir, 44308 Nantes Cedex 03, France)], appointed by the Company, in the case of Warrants held in administered registered form (*forme nominative administrée*); or
- an authorised financial intermediary chosen by the relevant Holder of Warrants if held in bearer form (*au porteur*).

No physical document of title (including representative certificates pursuant to article R. 211-7 of the French Monetary and Financial Code) will be issued to represent the Warrants.

In accordance with articles L. 211-15 and L. 211-17 of the French Monetary and Financial Code, transfer of the Warrants is made by account-to-account transfers, and the transfer of ownership of the Warrants shall result from their recording as book-entries in the purchaser's securities account.

Application will be made to admit the Warrants for clearance through Euroclear France, which will be responsible for clearing the Warrants between account holders.

The Warrants shall be recorded as book-entries in securities accounts as from their issue date.

## **5. Currency of the issue**

The issuance of the Warrants and the issuance of the underlying new Shares that may be issued upon exercise of the Warrants shall be completed in euros.

## **6. Number of Warrants**

The total maximum number of Warrants to be issued on the Warrants Issue Date shall be equal to 22,398,648,648.

The Warrants will be issued free of charges to the Beneficiaries in accordance with the terms of the Accelerated Safeguard Plan.

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## 7. Issue date, exercise price, exercise period and exercise procedures of the Warrants

The Warrants shall be issued on the Warrants Issue Date.

Subject to provisions of sections 10, 11 and 12 below, one (1) Warrant shall entitle its holder to subscribe to one (1) new Share (this ratio, adjusted as the case may be pursuant to the provisions of sections 10 and 11, being hereinafter referred to as the “**Warrants Exercise Ratio**”), for a total subscription price equal to EUR 0.0001 (without issue premium) per new Share (this price, as adjusted, as the case may be according to sections 10 and 11, being hereinafter referred to as the “**Exercise Price**”), paid up in cash only. The Warrants may only be exercised in exchange for a whole number of Shares (under the conditions mentioned in section 12 below).

The Warrants Exercise Ratio may be adjusted following transactions implemented by the Company after the Warrants Issue Date, according to applicable law, in order to maintain the rights of the Holders of Warrants, in accordance with the provisions of section 11.

The Warrants shall become exercisable at any time as from the Warrants Issue Date and during a thirty-six (36) month period (as potentially extended in accordance with section 8 below) starting on the Warrants Issue Date. The Warrants shall expire on [●] or, by anticipation in the event of (i) the Company’s liquidation or (ii) cancelation of all the Warrants in accordance with section 13 (the “**Warrants Expiry Date**”).

To exercise its Warrants, a holder must:

- send a request (i) to its accredited financial intermediary, for the Warrants held in bearer form (*forme au porteur*) or in administrative registered form (*forme nominative administrée*), or (ii) to [Société Générale Securities Services (32, rue du Champ de Tir, 44308 Nantes Cedex 03, France)], appointed by the Company, for Warrants held in registered form (*forme nominative pure*); and
- pay in cash the amount due to the Company as a result of the exercise of the Warrants, i.e., the Exercise Price multiplied by the number of Warrants so exercised.

The Centralising Agent (as defined in section 16) shall ensure the centralisation of these transactions.

The request date for exercise (the “**Request Date**”) in respect of any Warrants shall be the date on which the last of the following conditions is met:

- the Warrants have been transferred by the accredited financial intermediary to the Centralising Agent; and
- the amount due to the Company as a result of the exercise of the Warrants, is received by the Centralising Agent.

Any request for exercise of Warrants received by the Centralising Agent during a calendar month will take effect on the earliest of the following three dates (an “**Exercise Date**”) falling after the Request Date:

- the fifteenth day of the calendar month in which is located the Request Date (or, if this day is not a Business Day, the following Business Day);
- the last Business Day of the calendar month in which is located the Request Date; or
- the seventh Business Day prior to the Warrants Expiry Date.

Delivery of Shares issued upon exercise of Warrants shall take place at the latest on the seventh (7<sup>th</sup>) Trading Day after their Exercise Date.

In the event of any transaction giving right to an adjustment pursuant to section 11 and for which the Record Date (as defined in section 11) is between (i) the Exercise Date (inclusive) of the Warrants and (ii) the delivery date of the Shares issued upon exercise of Warrants (excluded), the Holders of

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Warrants shall not be entitled to take part in such transaction, subject to their right to adjustment in accordance with section 11 at any time up to (but excluding) the delivery date of the Shares.

## **8. Suspension of the exercise of Warrants**

In the event of an increase in share capital, merger (*absorption or fusion*), spin-off (*scission*) or issuance of new Shares or new securities giving access to the share capital, or any other financial transaction conferring preferential subscription rights or reserving a priority subscription period for the benefit of the shareholders of the Company, or in case of reverse split of shares (*regroupement d'actions*), the Company shall be entitled to suspend the exercise of the Warrants for a period that shall not exceed three (3) months or such other period as may be established by applicable regulations, this option may in no event cause the Holders of Warrants to lose their rights to subscribe for new Shares of the Company (it being specified that, in the event of a suspension of the exercise of the Warrants, in accordance with this section, the Warrants Expiry Date will be postponed to a period equal to the duration of the suspension period). The Company's decision to suspend the exercise of the Warrants shall be published, by way of a press release disseminated by the Company (*diffusion effective et intégrale*), and (to the extent this publication is required under French law) in the *Bulletin des annonces légales obligatoires* ("BALO"). This notice shall be published at least seven (7) days prior to the date on which such suspension comes into effect and shall indicate both the date on which the exercise of the Warrants will be suspended and the date on which it will resume. This information shall also be published on the Company's website ([www.atos.net](http://www.atos.net)). During this period of seven (7) days, the Warrants shall be freely exercisable by the Holders of Warrants. In the event that the BALO no longer exists (and to the extent this publication is required under French law), any information communicated to the Holders of Warrants will be deemed to have been validly communicated to them once it has been the subject of a press release disseminated by the Company (*diffusion effective et intégrale*) and made available online on the Company's website. Such information will be deemed to have been communicated on the date of said dissemination or, in the event that it is disseminated several times or on different dates, on the date of its first dissemination.

## **9. Ranking of Warrants**

Not applicable.

## **10. Amendment of the rules on distribution of profits, amortization of share capital, modification of legal form or corporate purpose of the Company – reduction of the share capital of the Company resulting from losses**

In accordance with the provisions of article L. 228-98 of the French Commercial Code,

- (i) the Company may change its legal form or corporate purpose without requesting the approval of the general meeting of the Holders of Warrants;
- (ii) the Company may, without requesting authorization from the general meeting of the Holders of Warrants, redeem (*amortir*) its share capital, change the profit distribution rules (*règles de répartition de ses bénéfices*) or issue preferred shares, provided that, as long as there are outstanding/non-exercised Warrants, it takes the necessary measures to protect the rights of the Holders of Warrants (see section 11 below);
- (iii) in the event of a reduction of the Company's share capital resulting from losses (*motivée par des pertes*) and effected through the decrease in the par value or of the number of Shares comprising the share capital, the rights of the Holders of Warrants shall be reduced accordingly, as if they had exercised their Warrants before the date on which such share capital reduction became effective. In the event of a reduction of the Company's share capital by means of a decrease in the number of Shares, the new exercise ratio shall be equal to the product of the applicable exercise ratio in effect prior to the decrease in the number of Shares and the following ratio:

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**Number of Shares outstanding after the transaction**

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**Number of Shares outstanding before the transaction**

The new applicable Warrants Exercise Ratio shall be calculated with three decimal places by rounding to the nearest thousandth (with 0.0005 being rounded upwards to the nearest thousandth, i.e., 0.001). Any subsequent adjustments shall be carried out on the basis of such newly calculated and rounded Warrants Exercise Ratio. However, because the Warrants Exercise Ratio may result only in the allocation of a whole number of new Shares, fractional entitlements shall be treated as specified in section 12.

In the event of a share capital reduction not motivated by losses by way of decrease in the share nominal value, the Exercise Price shall be reduced accordingly, and in the event of a share capital reduction not motivated by losses by way of a decrease in the number of shares, each Holder of Warrants, if it exercises its Warrants, will be able to ask for a share buy-back in the same conditions as if it had been a shareholder at the moment of the share buy-back performed by the Company.

In accordance with Article R. 228-92 of the French Commercial Code, if the Company decides to issue, in any form whatsoever, new Shares or securities giving access to the share capital with preferential subscription rights reserved for shareholders, to distribute reserves, in cash or in kind, to distribute premiums or to change the distribution of its profits by creating preferred shares, it shall inform the Holders of Warrants by a by a notice published in the BALO (to the extent this publication is required under French law). In the event that the BALO no longer exists (and to the extent this publication is required under French law), any information communicated to the Holders of Warrants will be deemed to have been validly communicated to them once it has been the subject of a press release disseminated by the Company (*diffusion effective et intégrale*) and made available online on the Company's website. Such information will be deemed to have been communicated on the date of said dissemination or, in the event that it is disseminated several times or on different dates, on the date of its first dissemination.

**11. Maintenance of rights of the Holders of Warrants**

Subsequent to any of the following transactions:

1. financial transactions with listed preferential subscription rights or by free distribution of listed warrants;
2. free distribution of Shares to the shareholders, share splits or reverse splits;
3. capitalization of reserves, profits or premiums through an increase in the nominal value of the Shares;
4. distribution of reserves or premiums, in cash or in kind;
5. free distribution to the Company's shareholders of any financial instrument other than the Shares;
6. merger (*absorption* or *fusion*) or spin-off (*scission*) of the Company;
7. repurchase by the Company of its own Shares at a price higher than the market price;
8. amortization of share capital; and
9. change in profit distribution and/or creation of preferred shares;

that the Company may carry out as from the Warrants Issue Date and for which the Record Date (as defined below) occurs before the delivery date of Shares issued upon exercise of the Warrants, the rights of the Holders of Warrants will be maintained until the delivery date (excluded), by means of an adjustment to the exercise ratio, in accordance with the terms set forth below.



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The “**Record Date**” is the date on which the holding of Shares is fixed so as to determine which shareholders may benefit from a transaction or may participate in a transaction and, in particular, to which shareholders, a distribution, an allotment or an allocation announced or approved by vote on or before such date, should be paid, delivered or effected.

Any adjustment shall be carried out in such way that the value of the Shares that would have been allocated upon exercise of the Warrants immediately before the completion of any of the transactions listed above is equal, to the nearest thousandth of a Share, to the value of the Shares to be allocated upon exercise of the Warrants immediately after the completion of such a transaction.

1. In the event of adjustments carried out in accordance with paragraphs 1 to 9 below, the new exercise ratio shall be calculated with four decimal places by rounding to the nearest thousandth (with 0.0005 being rounded upwards to the nearest thousandth, *i.e.*, 0.001). Any subsequent adjustments shall be carried out on the basis of such newly calculated and rounded exercise ratio. However, because the exercise ratio may result only in the allocation of a whole number of Shares, fractional entitlements shall be treated as specified in section 12.
  - (a) In the event of a financial transaction conferring listed preferential subscription rights, the new exercise ratio shall be determined by multiplying the exercise ratio in effect prior to the commencement of the relevant transaction by the following ratio:

**Value of a Share after detachment of the preferential subscription right  
+ Value of the preferential subscription right**

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**Value of a Share after detachment of the preferential subscription right**

For the calculation of this ratio, the values of a Share after detachment of the preferential subscription right shall be equal to the arithmetic average of the opening prices quoted on Euronext Paris (or, in the absence of a listing on Euronext Paris, on any other regulated market or on a similar market on which the Shares or preferential subscription rights have a listing) on each Trading Day included in the subscription period.

- (b) In the event of a financial transaction involving the free distribution of listed warrants to shareholders, with the corresponding ability to place the securities resulting from the exercise of warrants that have not been exercised by their holders at the end of the subscription period that applies to them, the new exercise ratio shall be determined by multiplying the exercise ratio in effect prior to the commencement of the relevant transaction by the following ratio:

**Value of Shares after detachment of the warrant + Value of the warrant**

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**Value of Shares after detachment of the warrant**

For the calculation of this ratio,

- the value of a Share after detachment of the warrant shall be equal to the volume-weighted average of (i) the Shares price listed on Euronext Paris (or, in the absence of a listing on Euronext Paris, on any other regulated or similar market on which the Shares have their listing) on each Trading Day included in the subscription period, and (ii) (a) the sale price of the securities sold within the framework of the placement, if such securities are shares fungible with the existing Shares, by applying the volume of Shares sold within the framework of the placement to the sale price or (b) the Shares price listed on Euronext Paris (or, in the absence of a listing on Euronext Paris, on any other regulated or similar market on which the Shares have their listing) on the determination date of the sale price of the securities sold within the framework of the placement if such securities are not shares fungible with the existing Shares;

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- the value of the warrant shall be equal to the volume-weighted average of (i) the price of the warrants on Euronext Paris (or, in the absence of a listing on Euronext Paris, on any other regulated or similar market on which the warrants have their listing) on each Trading Day included in the subscription period, and (ii) the implicit value (*valeur implicite*) of the warrants represented by the sale price of the securities sold within the framework of the placement, which corresponds to the difference (if it is positive), adjusted by the warrants' exchange ratio, between the sale price of the securities sold within the framework of the placement and the subscription price of the securities in case of exercise of the warrants, by applying the volume of exercised warrants to the price so determined in order to allocate the securities sold within the framework of the placement.
2. In the event of a free distribution of Shares to the shareholders, of Share splits or reverse splits, the new exercise ratio shall be determined by multiplying the exercise ratio in effect prior to the commencement of the relevant transaction by the following ratio:

**Number of Shares outstanding after the transaction**

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**Number of Shares outstanding before the transaction**

3. In the event of a Share capital increase by means of the capitalization of reserves, profits or premiums carried out by increasing the nominal value of the Shares, the nominal value of the Shares to be allocated to the Holders of Warrants exercising their Warrants shall be increased accordingly.
4. In the event of a distribution of reserves or premiums in cash or in kind (portfolio securities, etc.), the new exercise ratio shall be determined by multiplying the exercise ratio in effect prior to the commencement of the relevant transaction by the following ratio:

**Value of a Share before distribution**

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**Value of a Share before distribution – Amount distributed per Share or value of the securities or assets distributed per Share**

For the calculation of this ratio:

- the value of a Share before distribution shall be equal to the volume-weighted average Shares price listed on Euronext Paris (or, in the absence of listing on Euronext Paris, on another regulated market or similar market on which the Shares have their listing) during the three Trading Days immediately preceding the Trading Day on which the Shares are listed ex-distribution;
- if the distribution is made in cash, or is made either in cash or in kind (including in particular Shares) at the option of the shareholders (including in particular pursuant to articles L. 232-18 et seq. of the French Commercial Code), the amount distributed per Share will be the amount of such cash payable per Share (prior to any withholdings and without taking into account any deductions or tax credits that may be applicable), i.e. without taking into consideration the value in kind payable instead of the cash amount at the option of the shareholders as indicated above;
- if the distribution is made solely in kind:
  - a. in the event of a distribution of securities already having their listing on a regulated market or similar market, the value of the securities distributed shall be determined as indicated above (and if the financial securities are not listed on any of the three Trading Days mentioned above, then the value of the allocated

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securities shall be determined by an Expert);

- b. in the event of the distribution of securities that do not already have their listing on a regulated market or similar market, the value of the securities distributed shall be equal, if they were expected to be listed on a regulated market or similar market within ten Trading Days starting on the date on which the Shares are listed ex-distribution, to the volume-weighted average price on such market during the first three Trading Days included in such period during which such securities are listed (and if the financial securities are not listed on the first three Trading Days within the period of ten Trading Days referred to above, then the value of the allocated securities shall be determined by an Expert); and
  - c. in other cases (distribution of securities that do not have their listing on a regulated market or a similar market or are listed for less than three Trading Days within the period of ten Trading Days referred to above or distribution of assets), the value of the securities or assets allocated per Share shall be determined by an Expert.
5. In the event of free distribution to the Company's shareholders of financial instruments other than Shares, subject to paragraph 1(b) above, the new applicable exercise ratio shall be determined as follows:
- a. if the right to the free allocation of securities was admitted to trading on Euronext Paris (or, in the absence of listing on Euronext Paris, on another regulated market or similar market), by multiplying the exercise ratio in effect prior to the commencement of the relevant transaction by the following ratio:

$$\frac{\text{Value of a Share ex-right to free allocation} + \text{Value of the free allocation right}}{\text{Value of a Share ex-right to free allocation}}$$

**Value of a Share ex-right to free allocation**

For the calculation of this ratio:

- the value of a Share ex-right to free allocation shall be equal to the volume-weighted average Share price on Euronext Paris (or, in the absence of listing on Euronext Paris, on another regulated market or similar market on which the Share ex-right to free allocation has its listing) of the Share ex-right to free allocation during the first three Trading Days on which the Shares are listed ex-right to free allocation;
  - the value of the free allocation right shall be determined as indicated in the paragraph above. If the free allocation right is not listed during each of the three Trading Days starting on the Trading Day on which the Shares are listed ex-right, then its value shall be determined by an Expert.
- b. if the right to free allocation of securities was not admitted to trading on Euronext Paris (or, in the absence of listing on Euronext Paris, on another regulated market or similar market), by multiplying the exercise ratio in effect prior to the commencement of the relevant transaction by the following ratio:

$$\frac{\text{Value of a Share ex-right to free allocation} + \text{Value of the security or securities allocated per Share}}{\text{Value of a Share ex-right to free allocation}}$$

**Value of a Share ex-right to free allocation**

For the calculation of this ratio:

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- the value of a Share ex-right to free allocation shall be determined as indicated in paragraph (a) above;
  - if the securities allocated are listed or may become listed on Euronext Paris (or, in the absence of listing on Euronext Paris, on another regulated market or similar market), within ten Trading Days beginning on the date on which the Shares are listed ex- distribution, then the value of the security or securities allocated per Share shall be equal to the volume-weighted average of the price of such financial securities recorded on such market during the first three Trading Days included within this period during which such securities are listed. If the securities allocated are not listed during each of the three Trading Days within the period of ten Trading Days referred to above, then the value of the security or securities allocated per Share shall be determined by an Expert;
  - in other cases (distribution of securities that do not have their listing on a regulated market or a similar market or are listed for less than three Trading Days within the period of ten Trading Days referred to above or distribution of assets), the value of the securities or assets allocated per Share shall be determined by an Expert.
6. In the event that the Company is merged into another company (*absorption*) or merges with one or several companies to form a new company (*fusion*) or carries out a spin-off (*scission*), the Warrants shall be exchangeable for shares of the absorbing or new company or of the beneficiary companies of such spin-off.

The new applicable exercise ratio shall be determined by multiplying the exercise ratio in effect prior to the commencement of the relevant transaction by the exchange ratio of Shares for shares of the acquiring or new company or the beneficiary companies of a spin-off. These latter companies shall be substituted *ipso jure* for the Company with regard to its obligations towards the Holders of Warrants.

7. In the event of a repurchase by the Company of its own Shares at a price higher than the market price, the new applicable exercise ratio shall be determined by multiplying the exercise ratio in effect prior to the commencement of the repurchase by the following ratio:

$$\frac{\text{Share value} \times (1 - \text{Pc}\%)}{\text{Share value} - (\text{Pc}\% \times \text{Repurchase price})}$$

For the calculation of this ratio:

- Share value means the volume-weighted average price of the Shares on Euronext Paris (or, in the absence of listing on Euronext Paris, on another regulated market or similar market on which the Share has its listing) during the last three Trading Days immediately preceding such repurchase (or the option to repurchase);
  - Pc% means the percentage of repurchased capital; and
  - Repurchase price means the actual price at which Shares are repurchased.
8. In the event of an amortization of share capital, the new applicable exercise ratio shall be determined by multiplying the exercise ratio in effect prior to the commencement of the relevant transaction by the following ratio:

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#### **Value of a Share before amortization**

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#### **Value of a Share before amortization – Amount of amortization per Share**

For the calculation of this ratio, the value of a Share before redemption shall be equal to the volume-weighted average price of the Shares on Euronext Paris (or, in the absence of listing on Euronext Paris, on another regulated market or similar market on which the Shares have their listing) during the three Trading Days immediately preceding the Trading Day on which the Shares are listed ex-redemption.

- 9 (a) In the event of the modification by the Company of the distribution of its profits and/or the creation of preferred shares resulting in such a change, the new applicable exercise ratio shall be determined by multiplying the exercise ratio in effect prior to the commencement of the relevant transaction by the following ratio:

#### **Value of a Share before the change**

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#### **Value of a Share before the change – Reduction per Share of the right to profits**

For the calculation of this ratio:

- the value of the Share before the change shall be determined on the basis of the volume-weighted average price of the Shares on Euronext Paris (or if the Shares are not listed on Euronext Paris, on another regulated or similar market on which the Shares have their listing) during the three Trading Days immediately preceding the day of such change;
- the Reduction per Share of the rights to profits shall be determined by an Expert.

Notwithstanding the above, if such preferred shares are issued with shareholders' preferential subscription rights or by the free distribution to shareholders of warrants exercisable for such preferred shares, the new exercise ratio shall be adjusted in accordance with paragraphs 1 or 5 above.

- (b) In the event of creation of preferred shares that do not lead to a modification of the distribution of profits, the adjustment of the exercise ratio, if necessary, shall be determined by an Expert.

Adjustment calculations above shall be made by the Company based on, in particular, the specific circumstances described in this section, or on one or more values determined by an Expert.

If the Company was to carry out transactions where an adjustment had not been completed under paragraphs 1 to 9 above, and where a later legal or regulatory provision would require an adjustment, the Company shall make this adjustment in accordance with the applicable legal or regulatory provisions and the market customs in this matter in France.

In case of adjustment, the new terms for exercising the Warrants shall be communicated to the Holders of Warrants through a publication by the Company on its website ([www.atos.net](http://www.atos.net)) at the latest five (5) Business Days after such new adjustment became effective. This adjustment shall also be published by Euronext Paris within the same timeframe.

Adjustments, calculations and determinations performed by the Company or the Expert, pursuant to this paragraph shall be final and binding (save in the case of gross negligence (*faute lourde*), willful misconduct (*dol*) or manifest error) on the Company, the Centralising Agent and the Holders of Warrants.

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## **12. No Fractional Shares**

Each Holder of Warrants exercising such Warrants shall be entitled to subscribe to a number of Shares calculated by applying the exercise ratio to the number of the exercised Warrants.

Each Holder of Warrants shall exercise a number of BSA permitting the subscription to a whole number of Shares in accordance with the Warrants Exercise Ratio.

In accordance with Articles L. 225-149 and L. 228-94 of the French Commercial Code, in case of adjustment to the Warrants Exercise Ratio and if the number of Shares so calculated is not a whole number, (i) the Company shall round down the number of Shares to be issued to the Holder of Warrants to the nearest whole number and (ii) the Holder of Warrants shall receive an amount in cash from the Company equal to the resulting fractional Share multiplied by the closing market price at the Trading Day preceding the day of filing of the request to exercise its Warrants. Therefore, no fractional Shares shall be issued upon exercise of the Warrants.

## **13. Early cancellation following purchases, repurchase offers or trade offers**

The Company may, at its sole discretion, offer to repurchase all or part of the Warrants, at any time, without limitation as to price or quantity, by means of purchase, on or off-market, or by mean of a repurchase offers or public exchange offers as the case may be

Warrants so repurchased shall be cancelled in accordance with French law.

For the avoidance of doubt, the repurchase of the Warrants by the Company cannot be mandatory for their holders.

## **14. Representative of the *masse* of the Holders of Warrants**

In accordance with Article L. 228-103 of the French Commercial Code, the Holders of Warrants shall be grouped for the defence of their common interests into a body (*masse*), which shall benefit from legal personality and be subject to the same provisions to those provided for in Articles L. 228-47 to L. 228-64, L. 228-66 and L. 228-90 of the French Commercial Code.

The *masse* of the Holders of Warrants shall be represented by:

[●] (the “**Representative**”)

In the event of incompatibility, resignation or revocation of the Representative, a replacement shall be elected by the general meeting of the Holders of Warrants.

The Representative shall remain in office until its resignation, dissolution or revocation by the general meeting of the Holders of Warrants or until the occurrence of an incompatibility. Its office shall automatically end on the Warrants Expiry Date or may be automatically extended until the final resolution of the pending proceedings in which the Representative may be involved, and until related decisions or transactions being executed.

The general meeting of the Holders of Warrants is in particular called upon to authorize any amendments to the terms and conditions of the Warrants, and to vote on any decision regarding the conditions of subscription or allocation of securities determined at the time of the issuance of the Warrants.

Unless any contrary decision of the general meeting of the Holders of Warrants, the Representative shall have the power to perform all management acts in the name of the *masse* of the Holders of Warrants aimed at protecting the common interests of said Holders of Warrants. Such power may be delegated by the Representative to a third-party in accordance with applicable laws and regulations.

The Company shall pay to the Representative an annual flat fee equal to [●] euros ([●] €) (excluding VAT) each year. The first flat fee shall be calculated on a pro-rata basis, based on the outstanding

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number of days until the end of the year. With respect to subsequent years, the flat fee shall become due and payable on each 1<sup>st</sup> January as long as there are outstanding Warrants.

The Company will bear the compensation of the Representative and the costs of convening, holding meetings of Holders of Warrants, publicizing their decisions, as well as the costs related to the potential designation of a representative of the holders in application of article L. 228-50 of the French Commercial Code, as well as the costs related to duly incurred and proven costs of administration and operation of the body of Holders of Warrants.

Meetings of Holders of Warrants will take place at the registered office of the Company or at any other place indicated in the notice to attend. Each of the Holders of Warrants will have the possibility of obtaining, during the fifteen (15) days preceding the corresponding meeting, themselves or through an agent, a copy of the resolutions which will be submitted to the vote and of the reports which will be presented during the meeting, at the registered office of the Company, its main establishment or at any other place indicated in the notice of meeting.

In accordance with the legal provisions applicable at the date of these terms and conditions, the general meeting of the Holders of Warrants is valid only if the Holders of Warrants present or represented hold at least one-quarter of the Warrants on first call and one-fifth of the Warrants on second call. Decisions are taken by a two-thirds majority of the votes cast by Holders of Warrants present or represented (in accordance with Articles L. 225-96 and L. 228-103 of the French Commercial Code). The votes cast do not include those attached to Warrants for which the Holder of Warrant did not take part in the vote, abstained or cast a blank or invalid vote. One Warrant entitles its holder to one vote at the general meeting of Holders of Warrants.

#### **15. Shares issued upon exercise of the Warrants**

The Shares resulting from the exercise of the Warrants shall be of the same category and benefit from the same rights as those of the existing Shares. They shall carry dividend rights and entitle their holders, from their delivery, to all of the rights attached to such Shares (*jouissance courante*).

The new Shares issued upon exercise of the Warrants shall be admitted to trading on Euronext Paris on the same quotation lines as the existing Shares (same ISIN Code).

The rules governing the form, ownership and transfer of the Shares resulting from the exercise of the Warrants shall be the same as those set out in the articles of association of the Company.

#### **16. Centralising Agent**

The Company will appoint as the initial centralising agent (the “**Centralising Agent**”):

[SOCIETE GENERALE SECURITIES SERVICES  
32, rue du Champ-de-Tir  
44308 Nantes Cedex 03  
France]

The Company reserves the right to change or terminate the appointment of the Centralising Agent and/or to appoint a new Centralising Agent.

#### **17. Restrictions on the free negotiability of the Warrants and the Shares to be issued from the exercise of the Warrants**

No provision in the articles of association shall restrict the free negotiability of the Warrants and the Shares composing the Company’s share capital.

Warrants shall be freely transferable.