

## Project Alpha – Updated financial terms of the Final Offer – 05 June 2024

This document sets out the key financial terms of the contemplated transaction proposed by EPEI and Attestor (together, the “**Bid Consortium**”). It should be read in conjunction with the Bid Consortium’s Final Offer dated 31 May 2024 and replaces the Appendix 2 (*Final Offer Term Sheet*) appended to the Final Offer (the main body of which shall also be deemed updated as per the financial terms set forth herein).

The closing date of the New Money Equity injection (as defined below) is herein referred to as the “**Restructuring Effective Date**”.

<b><u>Disposals</u></b>	
<b>Disposal of the Sensitive Activities and Worldgrid<sup>1</sup></b>	<ul style="list-style-type: none"> <li>○ The Sensitive Activities and Worldgrid will be divested at the latest in the course of 2025 and the proceeds of such sale will be partially allocated to the existing creditors of Atos (the “<b>Existing Creditors</b>”) (for the avoidance of doubt, on top of an immediate €500m cash payment at the Restructuring Effective Date that is not conditional upon the completion of these disposals, see below) and to fund the operational (including restructuring, turnaround and contingencies) needs of Atos.</li> </ul>
<b>Potential disposal of the digital business</b>	<ul style="list-style-type: none"> <li>○ We have listened to feedback from the Company, the banks and other stakeholders and have decided to propose the following course of action and structuring regarding the digital business.</li> <li>○ The Bid Consortium will review the strategic alternatives for the digital business in light notably of its clients’ needs (including preservation of the Digital business in the Group, potential merger, disposals, partnerships), with the aim to give certainty to stakeholders in the near term.</li> <li>○ A specific mechanism will be offered to the Existing Creditors to increase their recovery based on the value of the Digital business in excess of certain thresholds.</li> </ul>
<b><u>Debt</u></b>	
<b>New Financings</b>	<ul style="list-style-type: none"> <li>○ The Group would benefit from new financings in the form of €1.3bn of working capital facilities (together, the “<b>New Financings</b>”) to be secured by a 1<sup>st</sup> Lien security package:               <ul style="list-style-type: none"> <li>- €300m factoring facility,</li> <li>- €400m new guarantee lines<sup>2</sup>,</li> <li>- €600m under the form of revolving facility, term loan and/or bonds depending on the regulatory constraints (e.g. banking license or not) of each participating creditor<sup>3</sup>.</li> </ul> </li> </ul>

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<sup>1</sup> Note: it is assumed that the identified purchasers will satisfactorily confirm their binding offer to acquire Sensitive Activities and Worldgrid before the entry into a lock-up agreement with minimum net proceeds of €900m

<sup>2</sup> Note: required amount of guarantee lines to be confirmed with the Company based on client feedback pre-signing.

<sup>3</sup> Note: to be provided in the form of revolving facility where possible for the participating institution

	<ul style="list-style-type: none"> <li>○ The New Financings will be offered: <ul style="list-style-type: none"> <li>- first, up to a maximum of €400m to the providers of the outstanding interim financing pro rata their participation in the outstanding interim financing,</li> <li>- then, for the balance (i.e. between €900m and €1.3bn depending on take-up under the preceding paragraph), to all Existing Creditors.</li> </ul> </li> <li>○ The New Financings will be committed for 5 years at a competitive price.</li> <li>○ Any Existing Creditor participating in the New Financings will be eligible to receive Elevated Debt as provided below.</li> <li>○ Backstop: the Bid Consortium could offer backstopping with creditors.</li> </ul>
<p><b>Debt Restructuring</b></p>	<ul style="list-style-type: none"> <li>○ The existing debt of Atos will be restructured as follows: <ul style="list-style-type: none"> <li>- €550m of elevated debt: <ul style="list-style-type: none"> <li>▪ €50m of reserved allocation to early bird committing providers of New Financings,</li> <li>▪ €140m of reserved allocation for providers of outstanding interim financing,</li> <li>▪ €360m<sup>4</sup> allocated pro rata to all providers of New Financings, secured by a 2<sup>nd</sup> Lien security package (the “<b>Elevated Debt</b>”);</li> </ul> </li> <li>- upon the Restructuring Effective Date, the Company shall make available to the Existing Creditors (excluding for the avoidance of doubt the portion of the Existing Debt converted into Elevated Debt under the preceding paragraph, and the Interim Financing): <ul style="list-style-type: none"> <li>▪ an immediate cash paydown of the Existing Debt they hold in an aggregate amount of €500,000,000;</li> <li>▪ an additional cash payment corresponding to 50% of the realized disposal proceeds paid to the Company for all of the Sensitive Activities and Worldgrid in excess of €1bn;<sup>5</sup></li> <li>▪ €375m of convertible bonds giving access to the value sharing waterfall described hereafter (the “<b>Convertible Bonds</b>”);</li> <li>▪ an allocation of warrants for (in aggregate) 20% of the share capital of the Company on a fully diluted basis, at a strike price equal to a 1.75x Bid Consortium multiple of money, entitling their holders upon the second anniversary of their issuance to (i) a cash settlement at the fair market value determined by independent expert or (ii) the exercise of the warrants (and allocation of the underlying shares) at the strike price.</li> </ul> </li> <li>- the balance of the Existing Debt (other than the Interim Financing)<sup>6</sup> will be converted into equity of Atos (“<b>Equitization</b>”), for an</li> </ul> </li> </ul>

<sup>4</sup> Note: assuming full take up of the New Financings by the Existing Creditors.

<sup>5</sup> Note: if the Sensitive Activities or the Worldgrid activities have not been sold at the Restructuring Effective Date, the relevant entitlements shall be embedded in the Convertible Bonds.

<sup>6</sup> Note: taking into account any amount paid at the Restructuring Effective Date from the disposal proceeds of the Sensitive Activities and Worldgrid in excess of €1bn, as per the above

	aggregate 1% of the share capital on a fully diluted basis post-completion.
<b>Convertible Bonds</b>	<ul style="list-style-type: none"> <li>○ Key terms of the Convertible Bonds: <ul style="list-style-type: none"> <li>- <i>Amount</i>: principal amount to be equal to €375m</li> <li>- <i>Maturity</i>: 24 months from the Restructuring Effective Date, or such earlier date as a Disposal Trigger Event occurs</li> <li>- <i>Repayment</i>: repayment will consist in a combination of cash repayment and equity repayment</li> <li>- <i>Cash repayment</i>: the Convertible Bonds will (as the case may be) be repaid in cash in an amount equal to the Allocated Digital Value (if any), with an additional repayment premium if the Allocated Digital Value exceeds the principal amount. The Allocated Digital Value will be determined (i) with reference to realized proceeds from any disposal in case a Disposal Trigger Event occurs, or (ii) at maturity under an equivalent valuation mechanism (at fair market value) to be agreed. The “<b>Allocated Digital Value</b>” shall be calculated as: <ul style="list-style-type: none"> <li>• 50% of Digital Value between €1.25bn and €1.75bn;</li> <li>• 60% of Digital Value between €1.75bn and €2.25bn;</li> <li>• 70% of Digital Value between €2.25bn and €2.75bn;</li> <li>• 80% of Digital Value above €2.75bn;</li> </ul> </li> </ul> </li> </ul> <p>“<b>Digital Value</b>” shall be the realized net disposal proceeds (after any associated leakage, including but not limited to fees, tax, any costs or liabilities retained by the seller).</p> <p>A “<b>Disposal Trigger Event</b>” shall occur upon completion of any sale of Digital.</p> <p><u>Note</u>: The convertible bond concept replaces the contingent instrument concept in our Improved Offer, to reflect on the feedback received and maximise the attractiveness of our Final Offer for the creditors. It remains subject to structuring discussions and tax review.</p> <ul style="list-style-type: none"> <li>- <i>Equity repayment</i>: Any amount not repaid in cash as per the above will be converted into equity for an aggregate &lt;1% of the share capital on a fully diluted basis post-conversion.</li> </ul>
<b>Potential Interim Financing</b>	<ul style="list-style-type: none"> <li>○ The Bid Consortium is willing to consider pre-funding part of their new money commitment by way of investing into an additional €350m interim facility provided with Existing Creditors, subject to ensuring adequate collateral, credit protection and terms.</li> </ul>
<b><u>Equity</u></b>	
<b>Capital Decrease</b>	<ul style="list-style-type: none"> <li>○ If needed to implement the equity restructuring transactions or to reduce losses, potential decrease of nominal value per share from €1 down to €0.01.</li> </ul>
<b>Equitization</b>	<ul style="list-style-type: none"> <li>○ Rights issue (<i>maintien du DPS</i>) by Atos for an amount equal to the portion of the Existing Debt to be equitized.</li> </ul>

	<ul style="list-style-type: none"> <li>○ The right issue will be backstopped by the Existing Creditors (other than the Interim Financing) (each pro-rata its share of the Existing Debt).</li> <li>○ Any proceeds of the rights issue will be affected to the repayment at par of the Existing Debt (other than the Interim Financing) <i>pari passu</i>.</li> <li>○ The backstop will be called for the remaining amount and the subscription price will be paid by offsetting the remaining debt (<i>souscription par compensation de créances</i>).</li> </ul>
<b>New equity injection</b>	<ul style="list-style-type: none"> <li>○ The Bid Consortium will invest up to €700m in equity, through (i) a €500m subscription in cash to a reserved share capital increase, to be funded at 100% by the Bid Consortium on the Restructuring Effective Date (“<b>New Money Equity</b>”) and (ii) an additional investment of max. €200m that will be considered by the Bid Consortium to support liquidity needs of the business after the Restructuring Effective Date, if considered to be sufficient to ensure Atos’ sustainability and subject to conditions to be specified.</li> <li>○ As a result of the New Money Equity, the Bid Consortium would hold immediately c. 99% of the share capital of Atos.</li> </ul>
<b><u>Other</u></b>	
<b>Commitment Fee</b>	1% commitment fee paid in cash on or around the Restructuring Effective Date to providers of New Financings.
<b>Lock-up Fee</b>	Up to 50 bps, including early bird fee.
<b>Work fee</b>	Up to a total amount of €10m to Cocom / Steerco assisting with the coordination of the creditors to enter into the lock up agreement and facilitate implementation.