

EUR 1,800,000,000 TERM FACILITIES AGREEMENT

Dated 29 July 2022

for

ATOS SE

with

BNP PARIBAS and J.P. MORGAN SE
acting 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 D'AFFAIRES ENTREPRISES LILLE METROPOLE, 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

acting 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

acting 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

acting as Lead Arrangers

THE FINANCIAL INSTITUTIONS LISTED HEREIN

acting as Original Lenders

and

BNP PARIBAS
acting as Facility Agent

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THIS AGREEMENT is dated 29 July 2022 and made between:

- (1) ATOS SE, a company incorporated as a *société européenne* under the laws of France, the registered office of which is at 80 quai Voltaire, 95870 Bezons, registered with the Trade and Commercial Registry under number 323 623 603 RCS Pontoise (the "**Company**" or the "**Borrower**");
- (2) BNP PARIBAS and J.P. MORGAN SE as coordinators (the "**Coordinators**");
- (3) 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 D'AFFAIRES ENTREPRISES LILLE METROPOLE, 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 (the "**Mandated Lead Arrangers and Bookrunners**");
- (4) BANCO BILBAO VIZCAYA ARGENTARIA S.A., PARIS BRANCH, BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY AND LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, as mandated lead arrangers (the "**Mandated Lead Arrangers**");
- (5) BANCO SANTANDER S.A., CITIBANK EUROPE PLC, HSBC CONTINENTAL EUROPE, SOCIÉTÉ ANONYME, INTESA SANPAOLO SPA, PARIS BRANCH AND KBC BANK NV, FRENCH BRANCH, as lead arrangers (the "**Lead Arrangers**" and together with the Coordinators, the Mandated Lead Arrangers and Bookrunners and the Mandated Lead Arrangers, the "**Arrangers**");
- (6) THE FINANCIAL INSTITUTIONS listed in Schedule 1 as Lenders (the "**Original Lenders**"); and
- (7) BNP PARIBAS as Facility Agent of the other Finance Parties (the "**Facility Agent**").

IT IS AGREED as follows:

SECTION 1 INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"Acceptable Bank" means:

- (a) a bank or financial institution which has a rating for its long term unsecured and non credit-enhanced debt obligations of BBB+ or higher by Standard & Poor's Ratings Service or Fitch Ratings Ltd or Baa1 or higher by Moody's Investor Service Limited or a comparable rating from an internationally recognised credit rating agency; or
- (b) any other bank or financial institution approved by the Facility Agent and the Company.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company. Notwithstanding the foregoing, in relation to

- (a) Crédit Industriel et Commercial, the term Affiliate shall include (I) all the entities owning directly or indirectly part of the shares of Caisse Centrale du Crédit Mutuel, (II) all the entities owned directly or indirectly by Caisse Centrale du Crédit Mutuel and (III) all the entities owned directly or indirectly by an entity owning directly or indirectly part of the shares of Caisse Centrale du Crédit Mutuel and (IV) all funds managed by any entities referred to in (I), (II) or (III);
- (b) Crédit Agricole Corporate and Investment Bank, Caisse Régionale de Crédit Agricole Mutuel de Paris et d'Ile de France and Crédit Lyonnais, the term Affiliate shall include any member of Crédit Agricole group, including any Caisse Régionale de Crédit Agricole Mutuel, Crédit Lyonnais and any financial institution of Crédit Agricole group which is affiliated to the central body of Crédit Agricole;
- (c) Natixis, the term Affiliate shall include any member of the Banque Populaire and Caisse d'Epargne networks within the meaning of articles L.512-11, L.512-86 and L.512-106 of the French monetary and financial Code (Code monétaire et financier); and
- (d) KBC Bank N.V., French Branch, the term Affiliate shall include any member of KBC Group.

"Agency Fee Letter" means the fee letter dated on or prior to the Signing Date between, the Company and the Facility Agent.

"Annual Financial Statements" has the meaning given to such term in Clause 18.1 (*Financial statements*).

"Annual Testing Date" means 31 December in each year.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Company or any other member of the Group from time to time concerning or relating to bribery or corruption.

"Applicable Margin" means:

- (a) in relation to Facility A, as at the Signing Date 1.60 per cent. per annum, and thereafter the rate per annum determined by reference to the Long Term Credit Rating last published (and not withdrawn) assigned to the Company, in accordance with the following table and which shall take effect in accordance with Clause 8.3 (*Margin Adjustments*):

Long Term Credit Rating (S&P Rating)	Facility A Margin (% p.a.)
BBB- or above	0.90
BB+	1.20
BB	1.60
BB-	2.00
B+ or below	2.50

provided that the Applicable Margin at each level will be increased:

- (i) by 0.25% per annum with effect from the Initial Facility A Termination Date if Facility A is extended in accordance with Clause 6.4 (*Extension option for Facility A*) and in relation only to the Loans which are so extended; and
 - (ii) by an additional 0.50% per annum with effect from the First Extended Facility A Termination Date if Facility A is extended a second time in accordance with Clause 6.4 (*Extension option for Facility A*) and in relation only to the Loans which are so extended;
- (b) in relation to Facility B, as at the Signing Date 1.60 per cent. per annum, and thereafter the rate per annum determined by reference to the Long Term Credit Rating last published (and not withdrawn) assigned to the Company, in accordance with the following table and which shall take effect in accordance with Clause 8.3 (*Margin Adjustments*):

Long Term Credit Rating (S&P Rating)	Facility B Margin (% p.a.)
BBB- or above	0.90
BB+	1.20
BB	1.60
BB-	2.00
B+ or below	2.50

provided that the Applicable Margin at each level will be increased by 0.50% per annum with effect from the Initial Facility B Termination Date if Facility B is extended in accordance with Clause 6.5 (*Extension option for Facility B*) and in relation only to the Loans which are so extended.

- (c) If there is no Long Term Credit Rating, then the Applicable Margin in respect of Facility A and Facility B will be the highest level set out in the tables in paragraphs (a) and (b) above in respect of the relevant Facility (as increased, as the case may be, upon any extension of maturity of Facility A or Facility B in accordance with the provisions of paragraphs (a) and (b) above).

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Availability Period" means:

- (a) in respect of Facility A, the period from and including the Signing Date to and including close of business in Paris on 30 September 2023; and
- (b) in respect of Facility B, the period from and including the Signing Date to and including close of business in Paris on 30 June 2023.

"Available Commitment" means a Lender's Commitment minus:

- (a) the Base Currency Amount of its participation in any outstanding Loans; and
- (b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any Loans that are due to be made on or before the proposed Utilisation Date.

"Available Facility" means the aggregate for the time being of each Lender's Available Commitment.

"Base Currency" or "€" means euro.

"Base Currency Amount" means, in relation to a Loan, the amount specified in the Utilisation Request delivered by the Borrower for that Loan as adjusted to reflect any repayment (other than a repayment arising from a change of currency), prepayment or consolidation of a Loan.

"Break Costs" means the amount (if any) by which:

- (a) the interest (excluding the Applicable Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Relevant Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Paris, London and Frankfurt and:

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or
- (b) (in relation to any date for payment or purchase of euro) any TARGET Day.

"Capital Markets Day Presentation" means together the press release entitled "*Atos studying a possible separation into two publicly listed companies to unlock value and implement an ambitious transformation plan*" and the presentation entitled "*Capital Markets Day Presentation*", both published on the Company's website on 14 June 2022.

"Change of Control" means any person or group of persons acting in concert gains control of the Company, has the ability to direct the votes or to nominate a new majority of the members of the board of directors ("*Conseil d'Administration*"). For the purpose of this definition (i) "control" has the meaning given to it in article L.233-3 of the French *Code de Commerce* and (ii) "acting in concert" has the meaning given to it in article L.233-10 of the French *Code de Commerce*.

"Code" means the US Internal Revenue Code of 1986.

"Commitment" means a Facility A Commitment or Facility B Commitment.

"Completion of the Distribution" means any distribution of shares in SpinCo or any demerger of SpinCo from the Group or other transaction (including a disposal of the shares of SpinCo to the Company's shareholders) having a similar effect.

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 5 (*Form of Compliance Certificate*).

"Confidential Information" means all information of any nature relating to the Company, the Group, the Finance Documents, the Transaction or a Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under the Finance Documents or a Facility from either:

- (a) any member of the Group or any of its advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information (including reports, analyses, compilations, studies or other material or documents) which contains, is based on or is derived or copied from such information but excludes:

- (i) information that:
 - (A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 34 (*Confidentiality*); or
 - (B) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or
 - (C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and
- (ii) any Funding Rate or any Reference Bank Quotation.

"Confidentiality Undertaking" means a confidentiality undertaking substantially in a recommended form of the LMA or in any other form agreed between the Company and the Facility Agent.

"Default" means an Event of Default or any event or circumstance specified in Clause 21 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"Defaulting Lender" means any Lender:

- (a) which has failed to make its participation in a Loan available or has notified the Facility Agent that it will not make its participation in a Loan available by the Utilisation Date of that Loan in accordance with Clause 5.4 (*Lender's participation*); or
- (b) which has otherwise rescinded (other than in accordance with the Finance Documents) a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing,

unless in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Disruption Event; andpayment is made within four (4) Business Days of its due date; or
- (ii) the Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

"Disposal" means a sale, lease, license, transfer, loan or other disposal by a person of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions).

"Disruption Event" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with any Facility (otherwise in order for the relevant transaction(s) contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under the Finance Documents; or
 - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"E.U." means the European Union.

"EURIBOR" means, in relation to any Loan in euro:

- (a) the applicable Screen Rate as of the Specified Time for euro and for a period equal in length to the Interest Period of that Loan; or
- (b) as otherwise determined pursuant to Clause 10.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero.

"Event of Default" means any event or circumstance specified as such in Clause 21 (*Events of Default*).

"Existing Revolving Facility Agreement" means the €2,400,000,000 multicurrency revolving facility agreement dated 6 November 2014 entered into between, amongst others, the Company, Atos Telco Services B.V. and Atos International B.V. as borrowers, BNP Paribas SA as facility agent and the entities named therein as lenders, as amended and restated pursuant to an amendment and restatement agreement dated 11 October 2018 and as may be further amended and/or restated from time to time.

"Extended Facility A Termination Date" means, as the context requires, the First Extended Facility A Termination Date or the Second Extended Facility A Termination Date.

"Extended Facility B Termination Date" means the date falling six (6) Months after the Initial Facility B Termination Date.

"Extension Request" means a Facility A Extension Request or a Facility B Extension Request.

"Facilities" means Facility A and Facility B and a **"Facility"** means any one of them.

"Facility A" means the term loan facility made available under this Agreement as described in Clause 2.1 (*The Facilities*).

"Facility A Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Schedule 1 (*The Original Lenders*) and the amount of any other Commitment transferred to it under this Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

"Facility A Extension Fee" means:

- (a) in respect of an extension to the First Extended Facility A Termination Date, a fee payable to each Facility A Lender in an amount equal to 0.1 per cent. flat of that Lender's Facility A Commitments which are extended; and
- (b) in respect of an extension to the Second Extended Facility A Termination Date, a fee payable to each Facility A Lender in an amount equal to 0.1 per cent. flat of that Lender's Facility A Commitments which are extended.

"Facility A Extension Request" has the meaning ascribed to such term in Clause 6.4 (*Extension option for Facility A*).

"Facility A Lender" means:

- (a) any Original Facility A Lender; and
- (b) any bank or financial institution, trust, fund or other entity which has become a Party in accordance with Clause 22 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

"Facility A Loan" means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

"Facility A Termination Date" means, as the context requires, the Initial Facility A Termination Date or the Extended Facility A Termination Date.

"Facility B" means the term bridge loan facility made available under this Agreement as described in Clause 2.1 (*The Facilities*).

"Facility B Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility B Commitment" in Schedule 1 (*The Original Lenders*) and the amount of any other Commitment transferred to it under this Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility B Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

"Facility B Extension Fee" means a fee payable to each Facility B Lender in an amount equal to 0.1 per cent flat of that Lender's Facility B Commitment which are extended.

"Facility B Extension Request" has the meaning ascribed to such term in Clause 6.5 (*Extension option for Facility B*).

"Facility B Lender" means:

- (a) any Original Facility B Lender; and
- (b) any bank or financial institution, trust, fund or other entity which has become a Party in accordance with Clause 22 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement.

"Facility B Loan" means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan.

"Facility B Termination Date" means, as the context requires, the Initial Facility B Termination Date or the Extended Facility B Termination Date.

"Facility Office" means the office or offices notified by a Lender to the Facility Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five (5) Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement, provided that a Lender shall not nominate more than two Facility Offices unless it is necessary in order to receive payments due to it without withholding or deduction of or on account of Tax or to benefit from the provisions of Clause 12.2 (*Tax gross-up*).

"FATCA" means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;

- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the IRS, the US government or any governmental or taxation authority in any other jurisdiction.

"FATCA Application Date" means:

- (a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

"FATCA Deduction" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"FATCA Exempt Party" means a Party that is entitled to receive payments free from any FATCA Deduction.

"Fee Letter" means the Syndication and Fee Letter, the Agency Fee Letter and any other letter or letters relating to fees payable in connection with the Finance Documents dated on or prior to the Signing Date between certain Finance Parties and the Company.

"Finance Document" means this Agreement, any Fee Letter, the Mandate Letter, each Transfer Agreement, each Compliance Certificate, any Extension Request, any Increase Confirmation and any other document agreed upon between the Facility Agent and the Company.

"Finance Party" means the Facility Agent, a Coordinator, a Mandated Lead Arranger and Bookrunner, a Mandated Lead Arranger, a Lead Arranger or a Lender.

"First Extended Facility A Termination Date" means the date falling six (6) Months after the Initial Facility A Termination Date.

"First Testing Date" means 31 December 2022.

"Funding Rate" means any individual rate notified by a Lender to the Facility Agent pursuant to paragraph (ii) of Clause 10.4 (*Cost of funds*).

"GAAP" means generally accepted accounting principles.

"Group" means the Company and its Subsidiaries from time to time.

"Half-Year Financial Statements" has the meaning given to such term in paragraph (b) of Clause 18.1 (*Financial Statements*).

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"IAS/IFRS GAAP" means International Accounting Standards/International Financing Reporting Standards Generally Accepted Accounting Standards.

"Impaired Agent" means the Facility Agent at any time when:

- (a) it has failed to make (or has notified a party that it will not make) a payment required to be made by it under the Finance Documents by the due date for payment;
- (b) the Facility Agent otherwise rescinds (other than in accordance with the Finance Documents) a Finance Document;
- (c) (if the Facility Agent is also a Lender) it is a Defaulting Lender under paragraph (a), (b) or (c) of the definition of "Defaulting Lender"; or
- (d) an Insolvency Event has occurred and is continuing with respect to the Facility Agent,

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
 - (A) administrative or technical error; or
 - (B) a Disruption Event; andpayment is made within four (4) Business Days of its due date; or
- (ii) the Facility Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

"Increase Confirmation" means a confirmation substantially in the form set out in Schedule 8 (*Form of Increase Confirmation*).

"Increase Lender" has the meaning given to that term in paragraph (a)(i) of Clause 2.2 (*Increase*).

"Increased Costs" means:

- (a) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital;
- (b) an additional or increased cost; or
- (c) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

"Indebtedness for Borrowed Money" means, without double counting, any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (other than usual means of payment (i.e.

"*billet à ordre*", "*lettre de change*", or letter of credit) issued in the ordinary course of trading);

- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability (including without limitation, "*crédit-bail*" (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP in force prior to 1 January 2019, have been treated as an operating lease);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold or discounted on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) for the purpose of Clauses 21.5 (*Cross default*), 21.6 (*Insolvency*) and 21.7 (*Insolvency proceedings*) only, any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, provided that in each case, those granted in the ordinary course of business, corporate guarantees and for the performance of commercial contracts shall not constitute Indebtedness for Borrowed Money as long as they are not funded or have not been called by the beneficiaries of such instrument;
- (i) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (h) above,

but excluding indebtedness owing by a member of the Group to another member of the Group.

"Information Package" means the following documents:

- (a) the 2021 Universal Registration Document filed with the AMF (*Autorité des Marchés Financiers*) on 6 April 2022;
- (b) the presentation of the 2021 annual results;
- (c) the Capital Markets Day Presentation; and
- (d) the Lenders Presentation.

"Initial Facility A Termination Date" means the date falling eighteen (18) Months after the Signing Date.

"Initial Facility B Termination Date" means the date falling twelve (12) Months after the Signing Date.

"Insolvency Event" in relation to a Finance Party, means that Finance Party:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

- (b) becomes insolvent, is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due or, for the purposes of French law, is in a state of *cessation des paiements*;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding up or liquidation by it or such regulator, supervisor or similar official including any reorganisation or liquidation proceedings provided by Title III and Title IV of Book VI of the French *Code de Commerce* (as applicable, with the derogatory regime provided by Articles L.613-26 *et seq.* of the French Monetary and Financial Code for credit institutions) or any resolution measures provided by Title 1 (Chapter III, section 4) of Book VI of the French *Code monétaire et financier* where those measures affect creditors' rights and/or the ability to continue to carry out its agency functions or its lending activity;
- (e) is subject to any of the insolvency proceedings equivalent to reorganisation or liquidation proceedings referred to in Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings or any equivalent proceedings in any jurisdiction including for the purposes of French law, any reorganisation or liquidation proceedings provided by Title III and Title IV of Book VI of the French *Code de Commerce*;
- (f) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter; or
- (g) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (d) above,

provided that none of these events or circumstances above will constitute an Insolvency Event in relation to a Finance Party if the Finance Party concerned is able to continue to carry out its agency functions or its lending activity, as applicable.

"Intellectual Property Rights" means all patents, trademarks, designs, trading names, copyrights and other intellectual property rights (in each case whether registered or not and including all applications for the same) or any interests in any of the foregoing.

"Interest Period" means, in relation to a Loan, each period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.4 (*Default interest*).

"Interpolated Screen Rate" means the rate (rounded to the same number of decimal places as to the two relevant Screen Rates) which results from interpolating on a linear basis between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and
- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each as of the Specified Time on the Quotation Day for the currency of that Loan.

"IRS" means the US Internal Revenue Service.

"Lender" means a Facility A Lender or a Facility B Lender.

"Lenders Presentation" means a presentation dated 1 July 2022 provided to the lenders as part of the initial syndication of the Facilities.

"Leverage Ratio" means, in respect of any Measurement Period, the ratio of Net Debt on the last day of the relevant Measurement Period to OMDA in respect of that Measurement Period.

"LMA" means the Loan Market Association.

"Loan" means a Facility A Loan or a Facility B Loan.

"Long Term Credit Rating" means a long-term unsecured and non credit-enhanced debt obligations rating assigned to the Company by the Rating Agency.

"Major Disposal" means any Disposal the cash proceeds of which are equal to or greater than €100,000,000 (or its equivalent in another currency).

"Majority Lenders" means, at any time, Lenders:

- (a) whose share in the outstanding Loans and whose undrawn Commitments then aggregate $66\frac{2}{3}$ per cent. or more of the aggregate of all the outstanding Loans and undrawn Commitments of all the Lenders;
- (b) if there is no Loan then outstanding, whose undrawn Commitments then aggregate $66\frac{2}{3}$ per cent. or more of the Total Commitments; or
- (c) if there is no Loan then outstanding and the Total Commitments have been reduced to zero, whose Commitments aggregated $66\frac{2}{3}$ per cent. or more of the Total Commitments immediately before the reduction.

"Mandate Letter" means the mandate letter dated 28 June 2022 between, among others, the Company and the Coordinators.

"Material Adverse Effect" means a material adverse effect:

- (a) on the assets, business or financial condition of the Company or the Group taken as a whole; and
- (b) which could reasonably prejudice the ability of the Company to perform and comply with its payment obligations under any of the Finance Documents.

"Material Subsidiaries" means any Subsidiary of the Borrower whose turnover or net assets is or are equal to or greater than 5 per cent. of the consolidated net turnover or net assets of the Group. For this purpose:

- (a) the turnover or net assets of a Subsidiary will be determined from its financial statements upon which the financial statements of the Group most recently delivered under this Agreement have been based;
- (b) if a company becomes a Subsidiary of the Borrower after the date on which the latest audited financial statements of the Group have been prepared, the turnover or net assets of that Subsidiary will be determined from its financial statements most recently prepared by that company;
- (c) the turnover or net assets of the Group will be determined from its financial statements most recently delivered under this Agreement, adjusted (where appropriate) to reflect the gross assets or profits of any company or business subsequently acquired or disposed of;
- (d) if a Material Subsidiary disposes of all or substantially all of its assets to another Subsidiary, it will immediately cease to be a Material Subsidiary and the other Subsidiary (if it is not already) will immediately become a Material Subsidiary; the subsequent financial statements of those Subsidiaries and the Group will be used to determine whether those Subsidiaries are Material Subsidiaries or not; and
- (e) if there is a dispute as to whether or not a company is a Material Subsidiary, a certificate of the auditors of the Company will be, in the absence of manifest error, conclusive.

"Measurement Period" means, for the purpose of Clause 19 (*Financial covenant*), each period of 1 (one) year ending on a Testing Date as shown in the Compliance Certificate delivered in respect of such Testing Date.

"Month" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) subject to paragraph (c) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period and shall be subject to the provisions of Clause 9.2 (*Non-Business Days*).

"Net Debt" means, as determined by reference to the relevant Annual Financial Statements and/or Half-Year Financial Statements:

- (a) the total borrowings (including bonds, finance leases, short term and long term bank loans, securitisation and other borrowings), short term financial assets and liabilities bearing interest with a maturity of less than twelve (12) months, less
- (b) transferable securities, cash at bank and in hand ("*valeurs mobilières de placements et disponibilités*").

"Non-Cooperative Jurisdiction" means a "non-cooperative state or territory" (*Etat ou territoire non coopératif*) as set out in the list referred to in Article 238-0 A of the French *Code général des impôts*, as such list may be amended from time to time.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury (or any successor thereto).

"OMDA" means, as determined by reference to the relevant Annual Financial Statements and/or Half-Year Financial Statements and otherwise on the basis of the pro forma adjustments set out in paragraph (c) of Clause 19 (*Financial covenant*), the Operating Margin, less:

- (a) depreciation of fixed assets;
- (b) operating net charge of provisions (composed of net charge for provisions for current assets and net charge for provisions for contingencies and losses); and
- (c) net charge of pensions provisions.

"Operating Margin" means, as determined by reference to the relevant Annual Financial Statements and/or Half-Year Financial Statements and otherwise on the basis of the pro forma adjustments set out in paragraph (c) of Clause 19 (*Financial covenant*), the consolidated operating income before major capital gains or losses on the disposal of assets, major reorganisation and rationalisation costs, impairment losses on long term assets, net charge to provisions for major litigations and the release of opening balance sheet provisions no longer needed.

"Original Facility A Lender" means an Original Lender in respect of Facility A.

"Original Facility B Lender" means an Original Lender in respect of Facility B.

"Original Financial Statements" means the audited consolidated financial statements of the Group for the financial year ended 31 December 2021.

"Participating Member State" means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"Party" means a party to this Agreement.

"Permitted Acquisition" means, in relation to any member of the Group:

- (a) an acquisition of securities in the ordinary course of business as part of its treasury management arrangements;

- (b) an acquisition of a company, business or undertaking carried on as a going concern, but provided that if the Leverage Ratio would have exceeded 1.00:1.00 if the Leverage Ratio were recalculated for the Measurement Period ending on the Testing Date falling immediately prior to the date that the Group legally commits to the acquisition (the "**Commitment Date**") (as if the proposed acquisition had been completed at the start of that Measurement Period) the following conditions must be satisfied :
- (i) no Event of Default is continuing or would occur as a result of the acquisition, tested on the date that the Group legally commits to the acquisition (the "**Commitment Date**"); and
 - (ii) the consideration (including associated costs and expenses) for the acquisition and any Indebtedness for Borrowed Money or other assumed actual or contingent liability, in each case remaining in the acquired company (or any such business) at the date of acquisition (when aggregated with the consideration (including associated costs and expenses) for any other Permitted Acquisition and any Indebtedness for Borrowed Money or other assumed actual or contingent liability, in each case remaining in any such acquired companies or businesses at the time of acquisition (the "**Total Purchase Price**") does not exceed in aggregate with the Total Purchase Price for all acquisitions made by any member of the Group from any person which is not a member of the Group since the Signing Date €150,000,000 (or its equivalent in any other currency).

"Quarterly Reporting Certificate" means a certificate substantially in the form set out in Schedule 9 (*Form of Quarterly Reporting Certificate*).

"Quotation Day" means, in relation to any period for which an interest rate is to be determined, two TARGET Days before the first day of that period, unless market practice differs in the Relevant Interbank Market for a currency, in which case the Quotation Day will be determined by the Facility Agent in accordance with market practice in the Relevant Interbank Market (and if quotations for that currency and period would normally be given by leading banks in the Relevant Interbank Market on more than 1 (one) day, the Quotation Day will be the last of those days).

"Rating Agency" means Standard & Poor's Ratings Service ("**S&P**").

"RCF Waiver Letter" means the waiver letter sent by the Company in relation to the Existing Revolving Facility Agreement on 28 June 2022 and countersigned by BNP Paribas SA as facility agent on the Signing Date.

"Reference Bank Quotations" means any quotation supplied to the Facility Agent by a Reference Bank.

"Reference Bank Rate" means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Facility Agent at its request by the Reference Banks:

- (a) (other than where paragraph (b) below applies) as the rate at which the relevant Reference Bank believes one prime bank is quoting to another prime bank for interbank term deposits in euro within the Participating Member States for the relevant period; or
- (b) if different, as the rate (if any and applied to the relevant Reference Bank and the relevant period) which contributors to the applicable Screen Rate are asked to submit to the relevant administrator,

and if, in either case, that rate is less than zero, the Reference Bank Rate shall be deemed to be zero.

"Reference Banks" means such banks as may be appointed by the Facility Agent with the consent of the Company (such consent not to be unreasonably withheld) and in each case, with the consent of the relevant entity.

"Related Fund", in relation to a fund (the **"first fund"**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"Relevant Interbank Market" means the European interbank market.

"Relevant Nominating Body" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"Re-organisation" means the reorganisation of the Group's assets in order to create SpinCo and transfer the assets to SpinCo which it is intended to hold as part of the Transaction.

"Repeating Representations" means each of the representations set out in Clauses 17.1 (*Status*) to 17.9 (*Pari Passu ranking*) and Clauses 17.12 (*No Event of Default*) to 17.18 (*Centre of main interests and establishments*).

"Replacement Benchmark" means a benchmark rate which is:

- (a) formally designated, nominated or recommended as the replacement for a Screen Rate by:
 - (i) the administrator of that Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by that Screen Rate); or
 - (ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

- (b) in the opinion of the Majority Lenders and the Company, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to that Screen Rate; or
- (c) in the opinion of the Majority Lenders and the Company, an appropriate successor to a Screen Rate.

"Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (at the time of this Agreement, Crimea, Cuba, the so-called Donetsk People's Republic, Iran, the so-called Luhansk People's Republic, North Korea and Syria).

"Sanctioned Person" means, at any time: (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, by the United Nations Security Council, the European Union, any E.U. member state or Her Majesty's Treasury of the United Kingdom; (b) any Person operating, organised or resident in a Sanctioned Country; or (c) any Person owned or controlled by any such Person.

"Sanctions" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"Screen Rate" means, in relation to EURIBOR, the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Facility Agent may specify another page or service displaying the relevant rate after consultation with the Company.

"Screen Rate Replacement Event" means, in relation to a Screen Rate:

- (a) the methodology, formula or other means of determining that Screen Rate has, in the opinion of the Majority Lenders, and the Company materially changed;
- (b)
 - (i)
 - (A) the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
 - (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate;

- (ii) the administrator of that Screen Rate publicly announces that it has ceased or will cease, to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate;
 - (iii) the supervisor of the administrator of that Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued;
 - (iv) the administrator of that Screen Rate or its supervisor announces that that Screen Rate may no longer be used; or
- (c) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
- (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Company) temporary; or
 - (ii) that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than the period opposite that Screen Rate in Schedule 7 (*Screen Rate contingency periods*); or
- (d) in the opinion of the Majority Lenders and the Company, that Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

"Second Extended Facility A Termination Date" means the date which is the date falling six (6) Months after the First Extended Facility A Termination Date.

"Security" means any *"hypothèque"*, *"nantissement"*, *"privilège"*, *"cession de créance par bordereau Dailly à titre de garantie"*, *"gage-espèces"*, *"sûreté réelle"*, *"droit de rétention"*, *"fiducie sûreté"*, mortgage, charge, pledge, lien or other equivalent security interest securing any obligation of any person.

"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) given in accordance with Clause 9 (*Interest Periods*).

"Signing Date" means the date of this Agreement.

"Specified Time" means a time determined in accordance with Schedule 6 (*Timetables*).

"SpinCo" means the entity that will regroup all or part of the activities of digital transformation, big data and cybersecurity of the Group, referred to as "SpinCo" in the press release of the Company dated 14 June 2022.

"Subsidiary" means, in relation to any company, another company which is controlled by it within the meaning of article L. 233-3 of the French *Code de Commerce*.

"Super Majority Lender" means, at any time, Lenders:

- (a) whose share in the outstanding Loans and whose undrawn Commitments then aggregate 90 per cent. or more of the aggregate of all the outstanding Loans and undrawn Commitments of all the Lenders;
- (b) if there is no Loan then outstanding, whose undrawn Commitments then aggregate 90 per cent. or more of the Total Commitments; or

- (c) if there is no Loan then outstanding and the Total Commitments have been reduced to zero, whose Commitments aggregated 90 per cent. or more of the Total Commitments immediately before the reduction.

"Syndication and Fee Letter" means the letter dated 28 June 2022 between, among others, the Company and the Coordinators.

"TARGET 2" means Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"TARGET Day" means any day on which TARGET 2 is open for the settlement of payments in euro.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay by the Borrower or any delay by the Borrower in paying any of the same).

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under a Finance Document other than a FATCA Deduction.

"Tax Payment" means either the increase in a payment made by the Borrower to a Finance Party under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.3 (*Tax indemnity*).

"Termination Date" means:

- (a) in relation to Facility A, the Facility A Termination Date; and
- (b) in relation to Facility B, the Facility B Termination Date.

"Testing Date" means an Annual Testing Date starting with the First Testing Date.

"Total Commitments" means the aggregate of the Total Facility A Commitments and the Total Facility B Commitments, being €1,800,000,000 at the Signing Date.

"Total Facility A Commitments" means the aggregate of the Facility A Commitments, being €1,500,000,000 at the Signing Date.

"Total Facility B Commitments" means the aggregate of the Facility B Commitments, being €300,000,000 at the Signing Date.

"Transaction" means the potential Re-organisation and distribution of shares in SpinCo described in the press release published on the Company's website on 14 June 2022.

"Transfer Agreement" means an agreement substantially in the form set out in Schedule 4 (*Form of Transfer Agreement*) or any other form agreed between the Facility Agent and the Company.

"Transfer Date" means, in relation to a transfer, the later of:

- (a) the proposed Transfer Date specified in the Transfer Agreement; and
- (b) the date on which the Facility Agent executes the Transfer Agreement.

"Unpaid Sum" means any sum due and payable but unpaid by the Borrower under the Finance Documents.

"**U.S.**" and "**United States**" means the United States of America.

"**USA Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 of the United States.

"**US Bankruptcy Law**" means the United States Bankruptcy Code of 1978 (Title 11 of the United States Code), any other United States federal or state bankruptcy, insolvency or similar law.

"**Utilisation**" means a utilisation of a Facility.

"**Utilisation Date**" means the date of a Utilisation, being the date on which the relevant Loan is to be made.

"**Utilisation Request**" means a notice substantially in the form set out in Part I of Schedule 3 (*Requests*).

"**VAT**" means any tax imposed in accordance with the council directive of 28 November 2006 on the common system of the value added tax (EC Directive 2006/112) and any other tax of a similar nature, whether imposed in a member state of the European Union, in substitution for or levied in addition to such tax, or imposed elsewhere.

1.2 Construction

(a) Unless a contrary indication appears, any reference in this Agreement to:

- (i) the "**Facility Agent**", the "**Coordinators**", the "**Mandated Lead Arrangers and Bookrunners**", the "**Mandated Lead Arrangers**", the "**Lead Arrangers**", the "**Arrangers**", any "**Finance Party**", any "**Lender**" or any "**Party**" shall be construed so as to include its successors in title and permitted transferees;
- (ii) "**assets**" includes properties, revenues and rights of every description;
- (iii) "**corporate reconstruction**" includes, in relation to any company, any contribution of part of its business in consideration of shares (*apport partiel d'actifs*) and any demerger (*scission*) implemented in accordance with articles L.236-1 to L.236-24 of the French *Code de Commerce*;
- (iv) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated;
- (v) a "**group of Lenders**" includes all the Lenders;
- (vi) "**gross negligence**" means "*faute lourde*";
- (vii) a "**guarantee**" includes any type of *sûreté personnelle*;
- (viii) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (ix) "**merger**" includes any *fusion* implemented in accordance with articles L.236-1 to L.236-24 of the French *Code de Commerce*;
- (x) a "**person**" or "**Person**" includes any person, firm company, corporation, government, state or agency of a state or any grouping (whether or not having separate legal personality) or two or more of the foregoing;

- (xi) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, which is generally complied with by those to whom it is addressed) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (xii) a "**security interest**" includes any type of security (*sûreté réelle*) and transfer by way of security;
 - (xiii) a "**transfer**" includes any means of transfer of rights and/or obligations under French law;
 - (xiv) "**trustee, fiduciary and fiduciary duty**" has in each case the meaning given to such term under any applicable law;
 - (xv) "**wilful misconduct**" means "*dol*";
 - (xvi) a provision of law is a reference to that provision as amended or re-enacted; and
 - (xvii) unless a contrary indication appears, a time of day is a reference to Paris time.
- (b) The determination of the extent to which a rate is "**for a period equal in length**" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
 - (c) Section, Clause and Schedule headings are for ease of reference only.
 - (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
 - (e) A Default or an Event of Default is "**continuing**" if it has not been remedied or waived.

1.3 **Currency symbols and definitions**

"€", "**EUR**" and "**euro**" denote the single currency of the Participating Member States.

SECTION 2
THE FACILITIES

2. THE FACILITIES

2.1 The Facilities

Subject to the terms of this Agreement, the Lenders make available to the Company:

- (a) a EUR denominated term loan facility in an aggregate amount equal to the Total Facility A Commitments; and
- (b) a EUR denominated term bridge loan facility in an aggregate amount equal to the Total Facility B Commitments.

2.2 Increase

(a) The Company may by giving prior notice to the Facility Agent after the effective date of a cancellation of:

- (i) the Available Commitments of a Defaulting Lender in accordance with paragraph (a) of Clause 7.10 (*Right of cancellation in relation to a Defaulting Lender*);
- (ii) the Commitments of a Lender in accordance with:
 - (A) Clause 7.1 (*Mandatory Prepayment – Illegality*); or
 - (B) Clause 7.9 (*Right of repayment and cancellation in relation to a single Lender*),

request that the Commitments relating to any Facility be increased (and the Commitments relating to it shall be so increased) in an aggregate amount in the Base Currency of up to the amount of the Available Commitments or Commitments relating to that Facility so cancelled as follows:

- (i) the increased Commitments will be assumed by one or more Lenders, other banks or financial institutions (each an "**Increase Lender**") selected by the Company (each of which shall not be a member of the Group) and each of which confirms in writing (whether in the relevant Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender in respect of those Commitments;
- (ii) the Borrower and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Borrower and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the Increased Commitments which it is to assume;
- (iii) each Increase Lender shall become a Party as a "Lender" and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the Increased Commitments which it is to assume;
- (iv) the Commitments of the other Lenders shall continue in full force and effect;

- (v) any increase in the Commitments relating to any Facility shall take effect on the date specified by the Company in the notice referred to above or any later date on which the conditions set out in paragraph (b) below are satisfied.
- (b) For the avoidance of doubt no Lender shall have any obligation to agree to increase its Commitment under this Clause 2.2 and each Lender may, in its absolute discretion decide whether or not it wishes to agree to such increase.
- (c) An increase in the Commitments relating to any Facility will only be effective on:
 - (i) the execution by the Facility Agent of an Increase Confirmation from the relevant Increase Lender. The Facility Agent shall, subject to paragraph (ii) below, as soon as reasonably practicable after receipt by it of a duly completed Increase Confirmation appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Increase Confirmation; and
 - (ii) in relation to an Increase Lender which is not a Lender immediately prior to the relevant increase, the Facility Agent being satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Commitments by that Increase Lender. The Facility Agent shall promptly notify the Company, the Increase Lender upon being so satisfied.
- (d) Each Increase Lender, by executing the Increase Confirmation, confirms (for the avoidance of doubt) that the Facility Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as it would have been had it been an Original Lender.
- (e) The Company shall, promptly on demand, pay the Facility Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with any increase in Commitments under this Clause 2.2.
- (f) The Increase Lender shall, on the date upon which the increase takes effect, pay to the Facility Agent (for its own account) a fee in an amount equal to the fee which would be payable under Clause 22.3 (*Transfer fee*) if the increase was a transfer pursuant to Clause 22.5 (*Procedure for transfer*) and if the Increase Lender was a New Lender.
- (g) The Company may pay to the Increase Lender a fee in the amount and at the times agreed between the Company and the Increase Lender in a letter between the Company and the Increase Lender setting out that fee. A reference in this Agreement to a Fee Letter shall include any letter referred to in this paragraph.
- (h) Clause 22.4 (*Limitation of responsibility of Existing Lenders*) shall apply mutatis mutandis in this Clause 2.2 in relation to the Increase Lender as if references in that Clause to:
 - (i) An "**Existing Lender**" were references to all the Lenders immediately prior to the relevant increase;
 - (ii) The "**New Lender**" were references to that "**Increase Lender**"; and

(iii) A "re-transfer" were references to a "transfer".

2.3 Finance Parties' rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several (*conjointes et non solidaires*). Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from the Borrower is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by a Borrower which relates to a Finance Party's participation in a Facility or its role under a Finance Document (including any such amount payable to the Facility Agent on its behalf) is a debt owing to that Finance Party by the relevant Borrower.
- (c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

3. PURPOSE

3.1 Purpose

The Company shall apply all amounts borrowed by it under each Facility towards financing the general corporate purposes of all or part of the Group, excluding the financing directly or indirectly (including via intercompany loans and/or subscriptions for shares in members of the Group) of any acquisition, share buyback or dividend payment.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

- (a) No Lender has any obligation to (i) accept a Utilisation Request unless the Facility Agent has received all of the documents and other evidence listed in Part I of Schedule 2 (*Conditions precedent*) prior to the Signing Date and (ii) participate in any Utilisation under this Agreement unless the Facility Agent has received all the documents and other evidence listed in Part II of Schedule 2 (*Conditions precedent*) prior to the relevant Utilisation Date, in each case in form and substance satisfactory to the Facility Agent (acting reasonably). The Facility Agent shall notify the Company and the relevant Lenders promptly upon being so satisfied.
- (b) Other than to the extent that the Majority Lenders notify the Facility Agent in writing to the contrary before the Facility Agent gives the notifications described in paragraph (a) above, the Lenders authorise (but do not require) the Facility Agent to give these notifications. The Facility Agent shall

not be liable for any damages, costs or losses whatsoever as a result of giving any such notification, unless directly caused by its gross negligence or wilful misconduct.

4.2 **Further conditions precedent**

The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the proposed Loan; and
- (b) the Repeating Representations to be made by the Company are true in all material respects.

4.3 **Conditions precedent for the sole benefit of the Lenders**

The conditions precedent provided for in Clause 4.1 (*Initial conditions precedent*) and Clause 4.2 (*Further conditions precedent*) are stipulated for the sole benefit of the Lenders.

4.4 **Maximum number of Loans**

The Company may not deliver a Utilisation Request if as a result of the proposed Utilisation:

- (a) more than six (6) Facility A Loans would be outstanding; and
- (b) more than five (5) Facility B Loans would be outstanding.

SECTION 3 UTILISATION

5. UTILISATION

5.1 Delivery of a Utilisation Request

- (a) The Company may utilise Facility A by delivery to the Facility Agent of a duly completed Utilisation Request not later than the Specified Time.
- (b) The Company may utilise Facility B by delivery to the Facility Agent of a duly completed Utilisation Request not later than the Specified Time.

5.2 Completion of a Utilisation Request

- (a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) in respect of each Utilisation, the proposed Utilisation Date is a Business Day within the relevant Availability Period;
 - (ii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*);
 - (iii) the proposed Interest Period complies with Clause 9 (*Interest Periods*); and
 - (iv) it specifies the account and bank (which must be in a principal financial centre of a Participating Member State in which banks are open for general business on that day) to which the proceeds of the Utilisation are to be credited.
- (b) Only Utilisations to be made on the same date may be requested in a single Utilisation Request.

5.3 Currency and amount

- (a) The currency specified in a Utilisation Request must be the Base Currency in respect of Facility A and Facility B.
- (b) The amount of the proposed Loan must be:
 - (i) in relation to Facility A, a minimum of €10,000,000 and integral higher multiples of €1,000,000 or, if less, the Available Facility for Facility A; and
 - (ii) in relation to Facility B, a minimum of €10,000,000 and integral higher multiples of €1,000,000 or, if less, the Available Facility for Facility B.

5.4 Lenders' participation

- (a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.
- (c) The Facility Agent shall notify each Lender of the amount and currency of each Loan and the amount of its participation in that Loan, in each case by the Specified Time.

SECTION 4
REPAYMENT, PREPAYMENT AND CANCELLATION

6. REPAYMENT

6.1 Repayment of Facility A Loans

The Company shall repay the Facility A Loans in full on the Facility A Termination Date.

6.2 Repayment of Facility B Loans

The Company shall repay the Facility B Loans in full on the Facility B Termination Date.

6.3 Reborrowing

A Borrower may not reborrow any part of any Facility which is repaid or prepaid.

6.4 Extension option for Facility A

(a) The Initial Facility A Termination Date will be extended (subject to paragraph (d) below, in part or in full as elected by the Company) to the First Extended Facility A Termination Date if:

- (i) the Company so notifies the Facility Agent not less than 30 (thirty) (nor more than 60 (sixty)) days before the Initial Facility A Termination Date (a "**Facility A Extension Request**");
- (ii) no Event of Default is continuing on the Initial Facility A Termination Date or would result from the proposed extension;
- (iii) when repeated on the Initial Facility A Termination Date, no representation or warranty is incorrect or misleading in any material respect save for the anti-bribery, anti-corruption and anti-money laundering representations set out in Clause 17.6 (*Anti-bribery, anti-corruption and anti-money laundering*) which must be correct in all respects; and
- (iv) the Company has paid to the Facility Agent (for the account of the Lenders) the Facility A Extension Fee no later than the Initial Facility A Termination Date.

(b) The First Extended Facility A Termination Date will be extended (subject to paragraph (d) below, in part or in full as elected by the Company) to the Second Extended Facility A Termination Date if:

- (i) the Company so notifies the Facility Agent not less than 30 (thirty) (nor more than 60 (sixty)) days before the First Extended Facility A Termination Date;
- (ii) no Event of Default is continuing on the First Extended Facility A Termination Date or would result from the proposed extension;
- (iii) when repeated on the First Extended Facility A Termination Date, no representation or warranty is incorrect or misleading in any material respect save for the anti-bribery, anti-corruption and anti-money laundering representations set out in Clause 17.6 (*Anti-bribery, anti-corruption and anti-money laundering*) which must be correct in all respects; and
- (iv) the Company has paid to the Facility Agent (for the account of the Lenders) the Facility A Extension Fee no later than the First Extended Facility A Termination Date.

(c) The Facility Agent shall promptly notify each Lender of any such extension notices.

- (d) Any extension made in accordance with this Clause 6.4 shall be made *pro rata* each Lender's Commitments.

6.5 **Extension option for Facility B**

- (a) The Initial Facility B Termination Date will be extended (subject to paragraph (b) below, in part or in full as elected by the Company) to the Extended Facility B Termination Date if:

- (i) the Company so notifies the Facility Agent not less than 30 (thirty) (nor more than 60 (sixty)) days before the Initial Facility B Termination Date (a "**Facility B Extension Request**");
- (ii) no Event of Default is continuing on the Initial Facility B Termination Date or would result from the proposed extension;
- (iii) when repeated on the Initial Facility B Termination Date, no representation or warranty is incorrect or misleading in any material respect save for the anti-bribery, anti-corruption and anti-money laundering representations set out in Clause 17.6 (*Anti-bribery, anti-corruption and anti-money laundering*) which must be correct in all respects; and
- (iv) the Company has paid to the Facility Agent (for the account of the Lenders) the Facility B Extension Fee no later than the Initial Facility B Termination Date.

- (b) Any extension made in accordance with this Clause 6.5 shall be made *pro rata* each Lender's Commitments.

7. **PREPAYMENT AND CANCELLATION**

7.1 **Mandatory prepayment – Illegality**

If it becomes unlawful in any applicable jurisdiction for a Lender or any of its Affiliates to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan:

- (a) that Lender shall promptly notify the Facility Agent upon becoming aware of that event;
- (b) upon the Facility Agent notifying the Borrower, the Available Commitment of that Lender will be immediately cancelled; and/or
- (c) to the extent that the Lender's participation has not been transferred pursuant to paragraph (a) of Clause 33.3 (*Replacement and/or prepayment of a Lender*), the Borrower shall repay that Lender's participation in the Loans made to the Borrower on the last day of the Interest Period for each Loan occurring after the Facility Agent has notified the Company or, if earlier, the date specified by the Lender in the notice delivered to the Facility Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lenders' corresponding Commitment(s) shall be cancelled in the amount of the participations repaid.

7.2 **Mandatory prepayment – Change of control**

If a Change of Control occurs:

- (a) the Company shall promptly notify the Facility Agent upon becoming aware of that event;

- (b) the Facility Agent (on behalf of, and after consultation with, all the Lenders) shall negotiate with the Company with a view to agreeing terms and conditions acceptable to the Company and all the Lenders for continuing the Facilities. Any terms and conditions agreed in writing by the Facility Agent (on behalf of, and with the consent of, all the Lenders) and the Company within 45 (forty-five) days of the occurrence of the Change of Control shall take effect in accordance with its terms; and
- (c) if no such agreement is reached within that 45 (forty-five) day period, then each Lender may by notice to the Facility Agent cancel its Commitment under the Facilities, and the Borrower shall prepay such Lender's participation in the outstanding Loans (together with accrued interest and all other amounts due by the Borrower to that Lender under the Finance Documents) no later than the date falling 45 (forty-five) Business Days after receipt by the Facility Agent of such notice (which notice shall promptly be communicated by the Facility Agent to the Company).

7.3 **Mandatory prepayment – Completion of the Distribution**

If the Completion of the Distribution occurs, the Facilities will be immediately cancelled and the Borrower shall immediately repay all outstanding Loans, together with accrued interest and all other amounts accrued and outstanding under the Finance Documents.

7.4 **Mandatory prepayment – Dividend distribution or share buyback**

- (a) For the purpose of this Clause 7.4:

"Excluded Dividend Distribution or Share Buyback" means:

- (a) any dividend distribution (by way of cash or otherwise) or share buyback, the amount of which, when aggregated with all other dividend distributions (by way of cash or otherwise) to and share buybacks from the shareholders of any member of the Group (to the extent such shareholders are not members of the Group) does not exceed in aggregate €50,000,000 per annum (or its equivalent in any other currency);
 - (b) any share buyback by the Company to the beneficiaries of long-term incentive plans of the Company; and
 - (c) any dividend distribution or share buyback provided that, at the time when such dividend distribution or share buyback is definitively approved, the Leverage Ratio would not exceed 1:00:1:00 if the Leverage Ratio were recalculated for the Measurement Period ending on the then most recent Testing Date as if such dividend distribution or share buyback had been made on the last day of such Measurement Period.
- (b) Upon any dividend distribution (by way of cash or otherwise) to or a share buyback from (excluding an Excluded Dividend Distribution or Share Buyback) any shareholders of any member of the Group (to the extent such shareholders are not members of the Group), the Facilities will be immediately cancelled and the Borrower shall immediately repay all Loans together with all other amounts accrued and outstanding under the Finance Documents.

7.5 **Mandatory prepayment – proceeds**

- (a) For the purposes of this Clause 7.5 and Clause 7.6 (*Application of mandatory prepayments and cancellations*):

"Aggregate Deductible" means all amounts applied in cancellation and/or repayment of Facility B from a source other than Disposal Proceeds or Equity Proceeds plus any difference between the Total Facility B Commitments at the Signing Date and €500,000,000, to the extent such amount of Aggregate Deductible has not already been taken into account as Excluded Disposal Proceeds or Excluded Equity Proceeds.

"Bank Debt Proceeds" means the cash proceeds (other than Excluded Debt Proceeds) from Indebtedness for Borrowed Money in the form of a term facility received by or on behalf of any member of the Group on or after the Signing Date, after deducting:

- (i) any reasonable expenses incurred by any member of the Group with respect to that issuance to persons which are not members of the Group; and
- (ii) any Tax incurred and required to be paid by a member of the Group in connection with that issuance (as reasonably determined by the relevant member of the Group on the basis of existing rates and taking into account any available credit, deduction or allowance).

"Debt Capital Markets Proceeds" means the cash proceeds received by a Borrower or any other member of the Group from any issue of notes, bonds, convertible bonds (including, without limitation, *obligations convertibles et/ou échangeables en actions nouvelles ou existantes*), debt securities or other debt capital markets instruments of any kind including hybrid instruments (in each case whether issued to the public or by means of private placement, and whether or not listed on any stock exchange), but excluding any commercial paper programme of the Company, issued by a Borrower or any other member of the Group on or after the Signing Date, except for Excluded Debt Proceeds and after deducting:

- (i) any reasonable expenses incurred by any member of the Group with respect to that issuance to persons which are not members of the Group; and
- (ii) any Tax directly incurred and required to be paid by a member of the Group in connection with such issue (as reasonably determined by the relevant member of the Group on the basis of existing rates and taking into account any available credit, deduction or allowance).

"Debt Proceeds" means Debt Capital Markets Proceeds and/or Bank Debt Proceeds.

"Disposal Proceeds" means the cash proceeds received by any member of the Group for any Disposal made by any member of the Group after the Signing Date in respect of which the total consideration is equal to, or greater than, €5,000,000 (or its equivalent in any other currency) except for Excluded Disposal Proceeds and after deducting:

- (i) third party commissions, costs and expenses reasonably incurred and required to be paid associated with such Disposal;

- (ii) any Tax directly incurred and required to be paid or reserved against (as reasonably determined by the seller, on the basis of existing rates and taking account of any available credit, deduction or allowance) by the seller in connection with that Disposal (including without limitation any contributions for Taxes paid to the Company as the parent company of the French tax consolidation group and any Taxes incurred as a result of the transfer of any cash consideration intra-Group in relation to that Disposal);
- (iii) any amount required to be paid by the Group to any other shareholder or to a secured creditor in relation to any Security existing over the assets disposed of and any repayment of Indebtedness for Borrowed Money related to the assets subject to the disposal which are required to be repaid in order to effect the Disposal;
- (iv) any amount kept in escrow pursuant to any warranty agreement until such time as it is released to the seller (whereupon, for the avoidance of doubt, such amount shall constitute Disposal Proceeds); and
- (v) the proceeds of any disposal of receivables on a non recourse basis as part of the Group's factoring program.

"Equity Proceeds" means the cash proceeds received by the Borrower or any other member of the Group from any share capital increase or any issuance of equity instruments (other than increases by way of exercise or conversion of any dilutive instruments such as stock options, convertible bonds or the distribution of free shares or pursuant to the employee share plan) or any other equity capital markets instruments whatsoever issued by the Borrower or any other member of the Group on or after the Signing Date and subscribed by a person which is not a member of the Group excluding Excluded Equity Proceeds and after deducting:

- (i) any reasonable expenses incurred by any member of the Group with respect to such issue to persons which are not members of the Group; and
- (ii) any Tax incurred and required to be paid by a member of the Group in connection with such issue (as reasonably determined by the relevant member of the Group on the basis of existing rates and taking into account any available credit, deduction or allowance).

"Excluded Debt Proceeds" means the proceeds of any issuance or facility which would otherwise constitute Debt Proceeds, where:

- (i) such issuance or facility by the Company or any other member of the Group is subscribed or borrowed by another member of the Group;
- (ii) such Indebtedness for Borrowed Money is made available under the Facilities;
- (iii) such indebtedness results from any issuance from the Atos Neu MTN (Negotiable European Medium Term Note) program (regulated by the Banque de France) in place since 4 May 2018, or any refinancing or replacement thereof provided that, in each case such indebtedness matures prior to the Facility A Termination Date; or
- (iv) the proceeds of any indebtedness which are not otherwise excluded under paragraphs (i) to (iii) above and do not exceed €100,000,000 (or its equivalent in any other currency) in aggregate with other such proceeds received on or after the Signing Date.

"Excluded Disposal Proceeds" means, provided that Facility B has been cancelled and repaid in full, an amount equal to the Aggregate Deductible plus €150,000,000.

"Excluded Equity Proceeds" means, provided that Facility B has been cancelled and repaid in full, an amount equal to the Aggregate Deductible plus €250,000,000.

- (b) Subject to paragraph (c) below, within five (5) Business Days after the date of receipt of any Debt Proceeds, Disposal Proceeds or Equity Proceeds by any member of the Group, an amount equal to such proceeds shall be applied in prepayment and cancellation of the Facilities as set out in Clause 7.6 (*Application of mandatory prepayments and cancellations*).
- (c) Notwithstanding the provisions of paragraph (b) above, if the Disposal Proceeds are received by any Subsidiary of the Company, the Company shall:
 - (i) make the prepayment required under paragraph (b) above within five (5) Business Days of receipt of such Disposal Proceeds by the relevant Subsidiary, provided that such prepayment does not reduce the available cash of the Company to less than €1,200,000,000 (or its equivalent in any currency); and
 - (ii) the remaining amount of such required prepayment (if any) shall be made within fifteen (15) Business Days of receipt of such Disposal Proceeds by the relevant Subsidiary.

7.6 **Application of mandatory prepayments and cancellations**

Any amounts required to be applied in prepayment and cancellation of the Facilities in accordance with Clause 7.5 (*Mandatory prepayment – proceeds*) shall be applied:

- (i) first, in cancellation of the Available Commitments under Facility B;
- (ii) second, in prepayment of Facility B Loans;
- (iii) third, in cancellation of the Available Commitments under Facility A; and
- (iv) fourth, in prepayment of Facility A Loans.

7.7 **Voluntary cancellation**

The Company may, if it gives the Facility Agent not less than five (5) Business Days' prior written notice, without premium or penalty, cancel the whole or any part (being a minimum amount of €10,000,000 or an integral higher multiple of €1,000,000 or, in each case, its equivalent in euro) of any Available Facility (in such proportions and order between the Facilities as the Company selects in its sole discretion). Any cancellation of any Facility under this Clause 7.7 shall reduce the Lenders' Commitments under that Facility rateably.

7.8 **Voluntary prepayment of Loans**

- (a) The Borrower may, if it gives the Facility Agent not less than five (5) Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, without premium or penalty, but subject to Break Costs, prepay the whole or any part of a Loan (but if in part, being an amount that reduces the Base Currency Amount of the Loan by a minimum amount of €10,000,000 or an integral higher multiple of €1,000,000 or, in each case, its equivalent in euro).

- (b) A Loan may only be voluntarily prepaid after the last day of the Availability Period applicable to the relevant Facility (or, if earlier, the day on which the Available Facility under the relevant Facility is reduced to zero).

7.9 **Right of repayment and cancellation in relation to a single Lender**

- (a) If:

- (i) any sum payable to any Lender by the Borrower is required to be increased under paragraph (c) of Clause 12.2 (*Tax gross-up*) or under an equivalent provision of any Finance Document;
- (ii) any Lender claims indemnification from the Company under Clause 12.3 (*Tax indemnity*) or Clause 13.1 (*Increased costs*); or
- (iii) any amount payable to any Lender by the Company under a Finance Document is not, or will not be (when the relevant corporate income tax is calculated) treated as a deductible charge or expense for French tax purposes for the Company by reason of that amount being (i) paid or accrued to a Lender incorporated, domiciled, established or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, or (ii) paid to an account opened in the name of or for the benefit of that Lender in a financial institution situated in a Non-Cooperative Jurisdiction,

the Company may, whilst the circumstance giving rise to the requirement, indemnification or non-deductibility for French tax purposes continues, give the Facility Agent notice of cancellation of the Commitment of that Lender and/or its intention to procure the repayment of that Lender's participation in the Loans.

- (b) On receipt of a notice referred to in paragraph (a) above, the Available Commitment of that Lender shall be immediately reduced to zero.
- (c) On the last day of each Interest Period which ends after the Company has given notice under paragraph (a) above (or, if earlier, the date specified by the Company in that notice), the Borrower shall repay that Lender's participation in that Loan and that Lender's corresponding Commitment(s) shall be immediately cancelled in the amount of the participations repaid.

7.10 **Right of cancellation in relation to a Defaulting Lender**

- (a) If any Lender becomes a Defaulting Lender, the Company may, to the extent permitted by applicable law, at any time whilst the Lender continues to be a Defaulting Lender, give the Facility Agent 10 (ten) Business Days' notice of cancellation of the Available Commitment of that Lender.
- (b) On the notice referred to in paragraph (a) above becoming effective, the Available Commitment of the Defaulting Lender shall immediately be reduced to zero.
- (c) The Facility Agent shall as soon as practicable after receipt of a notice referred to in paragraph (a) above, notify all the Lenders.

7.11 **Mandatory prepayment and cancellation in relation to a single Lender**

If it becomes unlawful for the Company to perform any of its obligations to any Lender under paragraph (c) of Clause 12.2 (*Tax gross-up*) or under an equivalent provision of any Finance Document:

- (a) the Company shall promptly notify the Facility Agent upon becoming aware of that event;
- (b) upon the Facility Agent notifying that Lender, its Commitment will be immediately cancelled; and
- (c) the Company shall repay that Lender's participation in the Loans made to it on the last day of that Interest Period for each Loan which ends after the Company has given notice under paragraph (a) above or, if earlier, the date specified by the Company in a notice delivered to the Facility Agent (being no earlier than the last day of any applicable grace period permitted by law).

7.12 **Cancellation**

- (a) The Facility A Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for Facility A.
- (b) The Facility B Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period for Facility B.

7.13 **Restrictions**

- (a) Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.
- (c) No part of a Facility which is prepaid may be reborrowed.
- (d) The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
- (e) Subject to Clause 2.2 (*Increase*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- (f) Any prepayment of a Loan pursuant to Clause 7.5 (*Mandatory prepayment – proceeds*) or Clause 7.8 (*Voluntary prepayment of Loans*) shall be applied pro rata to each Lender's participation in that Loan.
- (g) If the Facility Agent receives a notice under this Clause 7, it shall promptly forward a copy of that notice to either the Company or the affected Lender, as appropriate.
- (h) If all or part of any Lender's participation in a Loan is repaid or prepaid, an amount of that Lender's Commitment (equal to the Base Currency Amount of the amount of the participation which is repaid or prepaid) in respect of that Facility will be deemed to be cancelled on the date of repayment or prepayment.

SECTION 5
COSTS OF UTILISATION

8. INTEREST

8.1 Calculation of interest

The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of:

- (a) the Applicable Margin; and
- (b) EURIBOR.

8.2 Payment of interest

The Company shall pay accrued interest on each Loan on the last day of each Interest Period (and, if the Interest Period is longer than 6 (six) Months, on the last day of each 6 (six) Month period falling during such Interest Period and on the last day of such Interest Period).

8.3 Margin Adjustments

- (a) The Company must notify the Facility Agent promptly of any notification to the Company by the Rating Agency of a change in (or withdrawal of) the Long Term Credit Rating.
- (b) Any change in the Applicable Margin due to a change in, or absence of, or the assignment of, such Long Term Credit Rating will apply to each Loan five (5) Business Days (*pro rata temporis* in respect of Interest Periods current at that time) after the date on which the amended Long Term Credit Rating was published (or withdrawn), or in respect of new Loans to the extent such change in or withdrawal of such Long Term Credit Rating was made prior to the Quotation Day, from the first day of the first Interest Period of that Loan.
- (c) Without prejudice to any other rights and remedies of the Finance Parties under this Agreement, for so long as an Event of Default is continuing, the Applicable Margin will be the highest rate set out in the table in the definition of "**Applicable Margin**" for the period in question (as increased, if applicable, following any extension of maturity of Facility A or Facility B as set out in the definition of "**Applicable Margin**").

8.4 Default interest

- (a) If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue to the fullest extent permitted by law and without notice (*mise en demeure*) on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is at the per annum rate which is the sum of one (1) per cent. and the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Facility Agent (acting reasonably). Any interest accruing under this Clause 8.4 shall be immediately payable by the Borrower on demand by the Facility Agent.

- (b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:
 - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
 - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be at the per annum rate which is the sum of one (1) per cent. and the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount only if, within the meaning of Article 1343-2 of the French *Code Civil*, such interest is due for a period of at least one (1) year, but will remain immediately due and payable.

8.5 **Notification of rates of interest**

- (a) The Facility Agent shall promptly notify the Lenders and the Company of the determination of a rate of interest under this Agreement.
- (b) The Facility Agent shall promptly notify the Borrower of each Funding Rate relating to a Loan.

8.6 **Effective global rate (*taux effectif global*)**

- (a) For the purposes of Articles L.314-1 to L.314-5 and R.314-1 *et seq.* of the French *Code de la consommation* and article L. 313-4 of the French *Code Monétaire et Financier*, and given the floating nature of the interest rate applicable to Utilisations, the Parties acknowledge that the *taux effectif global* (TEG) needs to be calculated on the basis of the Screen Rates prevailing at the Signing Date and on the basis of certain assumptions regarding the duration of the Interest Periods and the amount of other costs included in the calculation of the TEG.
- (b) The Borrower acknowledges that it has received on the Signing Date, from the Facility Agent a letter containing an indicative calculation of the *taux effectif global*, calculated on the basis described above. The Parties acknowledge that such TEG Letter forms an integral part of this Agreement.

9. **INTEREST PERIODS**

9.1 **Selection of Interest Periods**

- (a) The Company may select an Interest Period for a Loan in the Utilisation Request for that Loan or in a Selection Notice.
- (b) Each Selection Notice for a Loan is irrevocable and must be delivered to the Facility Agent by the Company not later than the Specified Time.
- (c) If the Company fails to deliver a Selection Notice to the Facility Agent in accordance with paragraph (b) above, the relevant Interest Period will be three (3) Months.
- (d) Subject to this Clause 9, the Company may select an Interest Period for a Loan of one (1), three (3) or six (6) Months, or:
 - (i) any other period agreed between the Company and the Facility Agent (acting on the instructions of all the Lenders under the relevant Facility); or

- (ii) any other period comprised between one (1) Month (included) and six (6) Months (included) agreed between the Facility Agent and the Company (A) in order for the Interest Period of a Loan to end on the same day as the last day of an Interest Period for another outstanding Loan under the same Facility or (B) in view of an anticipated repayment or prepayment under the Facilities.
- (e) An Interest Period for a Loan shall not extend beyond the Termination Date applicable to that Facility.

9.2 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

9.3 Consolidation and division of Loans

- (a) Subject to paragraph (b) below, if two or more Interest Periods:

- (i) relate to Facility A Loans; and
 - (ii) end on the same date,

those Facility A Loans will, unless the Borrower specifies to the contrary in the Selection Notice for the next Interest Period, be consolidated into, and treated as, a single Facility A Loan on the last day of the Interest Period.

- (b) Subject to Clause 4.4 (*Maximum number of Loans*) and Clause 5.3 (*Currency and amount*), if the Borrower requests in a Selection Notice that a Facility A Loan be divided into two or more Facility A Loans, that Facility A Loan will, on the last day of its Interest Period, be so divided with Base Currency Amounts specified in that Selection Notice, being an aggregate Base Currency Amount equal to the Base Currency Amount of the Facility A Loan immediately before its division.

- (c) Subject to paragraph (d) below, if two or more Interest Periods:

- (i) relate to Facility B Loans; and
 - (ii) end on the same date,

those Facility B Loans will, unless the Borrower specifies to the contrary in the Selection Notice for the next Interest Period, be consolidated into, and treated as, a single Facility B Loan on the last day of the Interest Period.

- (d) Subject to Clause 4.4 (*Maximum number of Loans*) and Clause 5.3 (*Currency and amount*), if the Borrower requests in a Selection Notice that a Facility B Loan be divided into two or more Facility B Loans, that Facility B Loan will, on the last day of its Interest Period, be so divided with Base Currency Amounts specified in that Selection Notice, being an aggregate Base Currency Amount equal to the Base Currency Amount of the Facility B Loan immediately before its division.

10. CHANGES TO THE CALCULATION OF INTEREST

10.1 Unavailability of Screen Rate

- (a) *Interpolated Screen Rate*: If no Screen Rate is available for EURIBOR for the currency or Interest Period of a Loan, the applicable EURIBOR shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Loan.
- (b) *Reference Bank Rate*: If no Screen Rate is available for EURIBOR for:
- (i) the currency of a Loan; or
 - (ii) the Interest Period of a Loan and it is not possible to calculate the Interpolated Screen Rate,

the applicable EURIBOR shall be the Reference Bank Rate as of the Specified Time for the currency of that Loan and for a period equal in length to the Interest Period of that Loan.

10.2 Calculation of Reference Bank Rate

Subject to Clause 10.3 (*Market disruption*):

- (a) Subject to paragraph (b) below, if EURIBOR is to be determined on the basis of a Reference Bank Rate but a Reference Bank does not supply a quotation by the Specified Time, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks; and
- (b) if at or about noon on the Quotation Day none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for the relevant Interest Period and Clause 10.4 (*Cost of funds*) shall apply.

10.3 Market disruption

- (a) If, before close of business in Paris on the Quotation Day for the relevant Interest Period, the Facility Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed 30 per cent. of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of, EURIBOR (a "**market disruption event**"), then Clause 10.4 (*Cost of funds*) shall apply.
- (b) The Facility Agent must promptly notify the Company and the Lenders of a market disruption event and Clause 10.4 (*Cost of funds*) shall apply.

10.4 Cost of funds

If this Clause 10.4 applies, the rate of interest on each Lender's share of that Loan for the relevant Interest Period shall be the rate per annum which is the sum of:

- (i) the Applicable Margin; and
- (ii) the rate notified to the Facility Agent by that Lender as soon as practicable and in any event before interest is due to be paid in respect of that Interest Period, to be that which expresses as a percentage rate per annum the cost to that Lender of funding its share in that Loan from whatever source it may reasonably select.

10.5 **Alternative basis of interest or funding**

- (a) If a market disruption event occurs and the Facility Agent or the Company so requires, the Company and the Facility Agent must enter into negotiations for a period of not more than 30 (thirty) days with a view to agreeing an alternative basis for determining the rate of interest and/or funding for the affected Loan and any future Loan.
- (b) Any alternative basis agreed will be, with the prior consent of all the Lenders, binding on all the Parties.
- (c) For the avoidance of doubt, if no substitute basis for determining the rate of interest and/or funding for the affected Loan can be agreed upon between the Facility Agent and the Company within the aforementioned thirty (30) day period, Clause 10.3 (*Market disruption*) will continue to apply.

10.6 **Break Costs**

- (a) The Company shall, within three (3) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Facility Agent, provide (for the sole benefit of the Facility Agent) a documented certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

11. **FEES**

11.1 **Commitment fee**

- (a) The Company shall pay to the Facility Agent (for the account of each Lender) a fee in the Base Currency calculated on the undrawn and uncanceled amount of each Lender's Commitment at the rate corresponding to 35 per cent. of the Applicable Margin per annum.
- (b) From the Signing Date, the accrued commitment fee is payable on the last day of each successive period of three Months which ends during the relevant Availability Period, on the last day of the relevant Availability Period and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

11.2 **Upfront fees**

- (a) The Company shall pay to the Facility Agent for the account of each Lender an initial upfront fee in the amounts and at the times agreed in the Syndication and Fee Letter.
- (b) Within five (5) Business Days after each Utilisation Date of Facility B, the Company shall pay to the Facility Agent (for the account of the Facility B Lenders) an additional upfront fee equal to 0.20 per cent. of the amount drawn under Facility B in respect of such Utilisation. For the avoidance of doubt, the additional upfront fee set out in this paragraph (b) supersedes and replaces the "Additional Facility B Upfront Fee" as set out in the Syndication and Fee Letter.

11.3 **Agency fee**

The Company shall pay to the Facility Agent (for its own account) an agency fee on the terms of and in the amount and at the time agreed in a Fee Letter unless and for so long as the Facility Agent is an Impaired Agent.

SECTION 6
ADDITIONAL PAYMENT OBLIGATIONS

12. TAX GROSS-UP AND INDEMNITIES

12.1 General

In this Clause:

"Qualifying Lender" means:

- (a) a Lender which, on the date a payment falls due, fulfils the conditions imposed by French Law in order for a payment of interest not to be subject to (or as the case may be, to be exempt from) any Tax Deduction; or
- (b) is a Treaty Lender.

"Tax Credit" means a credit against any Tax or any relief or remission for Tax (or its repayment).

"Treaty Lender" means a Lender which in relation to an amount payable by the Borrower:

- (a) is treated as resident of a jurisdiction (the **"Treaty State"**) having a double taxation agreement with France (the **"French Treaty"**), which makes provision for full exemption from Tax imposed by France on interest payments for the purpose of the French Treaty;
- (b) does not carry on business in France through a permanent establishment with which that Lender's participation in the Loan is effectively connected;
- (c) is acting from a Facility Office situated in its jurisdiction of incorporation; and
- (d) fulfils any other conditions which must be fulfilled under the French Treaty by residents of the Treaty State for such residents to obtain exemption from Tax imposed on interest by France, subject to the completion of any necessary procedural formalities.

Unless a contrary indication appears, in this Clause 12 a reference to **"determines"** or **"determined"** means a determination made in the absolute discretion of the person making the determination.

12.2 Tax gross-up

- (a) The Borrower must make all payments to be made by it under the Finance Documents without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) If the Borrower or a Lender is aware that the Borrower must make a Tax Deduction (or that there is a change in the rate or the basis of a Tax Deduction), it must promptly notify the Facility Agent. The Facility Agent must then promptly notify the affected Parties.
- (c) Except as otherwise provided herein, if a Tax Deduction is required by law to be made by or on behalf of the Borrower, the amount of the payment due from the Borrower will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by France unless the person entitled to the payment:
 - (i) is the Facility Agent or an Arranger (on its own behalf); or

- (ii) is a Qualifying Lender, unless that Qualifying Lender is a Treaty Lender and the Borrower is able to demonstrate the Tax Deduction is required to be made as a result of the failure of that Qualifying Lender to comply with paragraph (f) below; or
 - (iii) is not or has ceased to be a Qualifying Lender to the extent that (x) this altered status results from any change after the Signing Date in (or in the interpretation, administration, or application of) any law or double taxation agreement or any published practice or published concession of any relevant taxing authority and (y) the Tax Deduction referred to in paragraph (c) above is not made on account of a Tax imposed by France on a payment solely because this payment is made to an account opened in the name of or for the benefit of the relevant Lender in a financial institution situated in a Non-Cooperative Jurisdiction.
- (e) If the Borrower is required to make a Tax Deduction, it must make the minimum Tax Deduction and must make any payment required in connection with that Tax Deduction within the time allowed by law.
 - (f) Within 30 (thirty) days of making either a Tax Deduction or a payment required in connection with a Tax Deduction, the Borrower must deliver to the Facility Agent for the relevant Finance Party evidence satisfactory to that Finance Party (acting reasonably) that the Tax Deduction has been made or (as applicable) the appropriate payment has been paid to the relevant taxing authority.
 - (g) Each Treaty Lender and the Borrower shall co-operate in completing any formalities necessary with respect to the relevant double taxation treaty for the Borrower to obtain authorisation to make payments to that Treaty Lender without a Tax Deduction (or with the minimum Tax Deduction permitted by the relevant double taxation treaty).

12.3 Tax indemnity

- (a) Except as provided below, the Company must (within five (5) Business Days of demand by the Facility Agent) indemnify a Finance Party against any loss or liability which that Finance Party determines has been suffered (directly or indirectly) by that Finance Party for or on account of Tax in relation to a payment received or receivable (or any payment deemed to be received or receivable) under a Finance Document.
- (b) Paragraph (a) above does not apply:
 - (i) with respect to any Tax assessed on a Finance Party under the laws of the jurisdiction in which:
 - (a) that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
 - (b) that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party (and for these purposes net income is the amount of income on which the relevant Finance Party's liability to income Tax is actually assessed and payable) or is a franchise tax or branch profits tax; or

- (ii) to the extent a loss or liability:
 - (a) is compensated for by an increased payment under Clause 12.2 (*Tax gross-up*);
 - (b) would have been compensated for by an increased payment under Clause 12.2 (*Tax gross-up*) but was not so compensated solely because one of the exclusions in paragraph (d) or (e) of Clause 12.2 (*Tax gross-up*) applied; or
 - (c) relates to a FATCA Deduction required to be made by a Party.
- (c) A Finance Party making, or intending to make, a claim under paragraph (a) above must promptly notify the Company of the event which has given rise to the claim.

12.4 **Tax Credit**

If the Borrower makes a Tax Payment and the relevant Finance Party determines that:

- (a) a Tax Credit is attributable to that Tax Payment; and
- (b) it has used that Tax Credit,

the Finance Party must pay an amount to the Borrower which that Finance Party determines will leave it (after that payment) in the same after-tax position as it would have been if the Tax Payment had not been made by the Borrower.

12.5 **Lenders Tax Status Confirmation**

- (a) Each Lender which is not an Original Lender shall indicate in the documentation which it executes on becoming a Party as a Lender, and for the benefit of the Facility Agent and without liability to the Borrower, which of the following categories it falls into:
 - (i) not a Qualifying Lender;
 - (ii) a Qualifying Lender (other than a Treaty Lender); or
 - (iii) a Treaty Lender.
- (b) If such a Lender fails to indicate its status in accordance with this Clause 12.5 then that Lender shall be treated for the purposes of this Agreement (including by the Borrower) as if it is not a Qualifying Lender until such time as it notifies the Facility Agent which category applies (and the Facility Agent, upon receipt of such notification, shall inform the Company). For the avoidance of doubt, the documentation which a Lender executes on becoming a Party as a Lender shall not be invalidated by any failure of a Lender to comply with this Clause 12.5.
- (c) Such a Lender shall also specify, in the documentation which it executes on becoming a Party as a Lender, whether it is incorporated or acting through a Facility Office situated in a Non-Cooperative Jurisdiction. For the avoidance of doubt, the documentation which a Lender executes on becoming a Party as a Lender shall not be invalidated by any failure of a Lender to comply with this Clause 12.5.

12.6 **Stamp taxes**

The Company must pay and, within five (5) Business Days of demand, indemnify each Finance Party against any stamp duty, registration or other similar Tax payable in connection with the entry into, performance or enforcement of any Finance Document, except for any such Tax payable in

connection with the entry into of a Transfer Agreement (other than a Transfer Agreement entered into in respect of a transfer made pursuant to Clause 15.1 (*Mitigation*)).

12.7 Value added taxes

- (a) Any amount (including costs and expenses) payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitutes the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).
- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the "**Supplier**") to any other Finance Party (the "**Recipient**") under a Finance Document, and any Party other than the Recipient (the "**Relevant Party**") is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
- (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
 - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- (d) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

12.8 **FATCA Information**

- (a) Subject to paragraph (c) below, each Party shall, within 10 (ten) Business Days of a reasonable request by another Party:
 - (i) confirm to that other Party whether it is:
 - (A) a FATCA Exempt Party; or
 - (B) not a FATCA Exempt Party;
 - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
 - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not, or has ceased to be, a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
 - (i) any law or regulation;
 - (ii) any fiduciary duty; or
 - (iii) any duty of confidentiality.
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

12.9 **FATCA deduction**

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Company and the Facility Agent and the Facility Agent shall notify the other Finance Parties.

13. INCREASED COSTS

13.1 Increased costs

Except as provided below in this Clause, the Company must pay to a Finance Party, within fifteen (15) Business Days of a demand made in accordance with Clause 13.3 (*Claims*), the amount of any Increased Cost incurred by that Finance Party or any of its Affiliates as a result of:

- (a) the introduction of, coming into force of or any change in, or any change in the interpretation or application of, any law or regulation; or
- (b) compliance with any law or regulation,

made after the Signing Date.

13.2 Exceptions

The Company is not required to make any payment for an Increased Cost to the extent that the Increased Cost is:

- (a) compensated for under another Clause or would have been but for an exception to that Clause;
- (b) a tax on the overall net income of a Finance Party or any of its Affiliates;
- (c) attributable to a FATCA Deduction required to be made by a Party; or
- (d) attributable to a Finance Party or its Affiliate wilfully failing to comply with any law or regulation, or the gross negligence of any of them,

provided that no claim for such Increased Cost may be made more than 6 (six) Months after the date on which the Finance Party became aware of the relevant Increased Cost.

13.3 Claims

- (a) A Finance Party intending to make a claim for an Increased Cost must notify the Facility Agent with a copy to the Company promptly of the circumstances giving rise to, and the amount of, the claim.
- (b) Each Finance Party shall, together with its demand, provide a certificate setting out the amount and basis of calculation of its Increased Cost provided that no Finance Party shall be required to disclose confidential or sensitive information.

14. OTHER INDEMNITIES

14.1 Currency indemnity

- (a) The Company must, as an independent obligation, within seven (7) Business Days of demand, indemnify each Finance Party against any loss or liability which that Finance Party incurs as a consequence of:
 - (i) that Finance Party receiving an amount in respect of the Company's liability under the Finance Documents; or
 - (ii) that liability being converted into a claim, proof, judgment or order,in a currency other than the currency in which the amount is expressed to be payable under the relevant Finance Document.

- (b) Unless otherwise required by law, the Company waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency other than that in which it is expressed to be payable.
- (c) Each Finance Party shall, together with its demand, provide a certificate setting out the amount and basis of calculation of its claim.

14.2 **Other indemnities**

- (a) The Company must, within seven (7) Business Days of demand, indemnify each Finance Party against any loss or liability which that Finance Party incurs as a consequence of:
 - (i) the occurrence of any Event of Default;
 - (ii) any failure by the Borrower to pay any amount due under a Finance Document on its due date, including any amount resulting from any distribution or redistribution of any amount among the Lenders under this Agreement;
 - (iii) (other than by reason of negligence or default by that Finance Party) a Loan not being made after a Utilisation Request has been delivered for that Loan; or
 - (iv) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment.
- (b) The Company's liability (A) in each case other than paragraphs (a)(iii) and (iv) above includes any loss or expense on account of funds borrowed, contracted for or utilised to fund any amount payable under any Finance Document, any amount repaid or prepaid or any Loan (collectively "**Financing Costs**"), and (B) in the case of paragraphs (a)(iii) and (iv) above shall be limited to each Finance Party's Financing Costs (excluding any out of pocket expenses or disbursements).
- (c) Each Finance Party shall, together with its demand, provide a certificate setting out the amount and basis of calculation of its claim.

14.3 **Indemnity to the Facility Agent**

The Company must indemnify the Facility Agent against any external costs, disbursements, loss or liabilities directly and effectively incurred by the Facility Agent as a result of:

- (a) investigating any event which the Facility Agent reasonably believes to be a Default;
- (b) acting or relying on any notice, request or instruction which the Facility Agent reasonably believes to be genuine, correct and appropriately authorised; or
- (c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement.

15. **MITIGATION BY THE LENDERS**

15.1 **Mitigation**

- (a) Each Finance Party shall, in consultation with the Company, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Mandatory prepayment – Illegality*), Clause 12 (*Tax gross-up and indemnities*) or Clause 13 (*Increased costs*) or in any amount payable under a Finance Document by the Borrower becoming not deductible from the Borrower's taxable income for French tax purposes by reason of that amount being (i) paid or accrued to a

Finance Party incorporated, domiciled, established or acting through a Facility Office situated in a Non-Cooperative Jurisdiction or (ii) paid to an account opened in the name of or for the benefit of that Finance Party in a financial institution situated in a Non-Cooperative Jurisdiction including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

- (b) Paragraph (a) above does not in any way limit the obligations of the Borrower under the Finance Documents.
- (c) For the avoidance of doubt, the Finance Parties shall be under no obligation to take any of the steps referred to in paragraph (a) above where the Company has not agreed to indemnify it in accordance with paragraph (a) above.

15.2 **Limitation of liability**

- (a) The Company shall indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 15.1 (*Mitigation*) to the extent the Company has agreed to such steps being taken by the relevant Finance Party.
- (b) A Finance Party is not obliged to take any steps under Clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16. **COSTS AND EXPENSES**

16.1 **Transaction expenses**

The Company shall promptly on demand pay the Facility Agent, the Coordinators and the Mandated Lead Arrangers and Bookrunners, subject to any agreed caps, the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing and execution of:

- (a) this Agreement and any other Finance Documents referred to in this Agreement; and
- (b) any other Finance Documents executed after the Signing Date.

16.2 **Amendment costs**

If (a) the Company requests an amendment, waiver or consent or (b) an amendment is required pursuant to Clause 27.10 (*Change of currency*), the Company shall, within 3 (three) Business Days of demand, reimburse the Facility Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Facility Agent in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 **Enforcement costs**

The Company shall, within 3 (three) Business Days of demand, pay to each Finance Party the amount of all costs and expenses (including legal fees) incurred by that Finance Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document following the occurrence of a Default or an Event of Default.

SECTION 7
REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

17. REPRESENTATIONS

The Borrower makes, on behalf of itself, and where relevant, each of its Material Subsidiaries or Subsidiaries, the representations and warranties set out in this Clause 17 to each Finance Party on the Signing Date.

17.1 Status

- (a) It is a limited liability company, duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
- (b) It has, and each of its Material Subsidiaries has, the power to own its assets and carry on its business as it is being conducted.

17.2 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary actions to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated thereby.

17.3 Legal validity

Each Finance Document to which it is or will be a party is its legal, valid and binding obligations, enforceable in accordance with its terms (subject to any general principles of law limiting its obligations which are specifically referred to in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*)).

17.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets,

in the case of paragraphs (a) and (c) above to the extent such conflict is reasonably likely to have a Material Adverse Effect.

17.5 Authorisations

All authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, the Finance Documents have been obtained or effected (as appropriate) and are in full force and effect.

17.6 Anti-bribery, anti-corruption and anti-money laundering

- (a) The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by it, its Subsidiaries and its respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and its respective directors and officers and, to the best knowledge of the Borrower, its respective employees and agents are in compliance with Anti-Corruption Laws and applicable Sanctions in

all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in the Borrower being designated as a Sanctioned Person (in the case of paragraphs (b) and (c) of definition of "Sanctioned Person", to the extent the same is prohibited by the Sanctions).

- (b) None of (i) the Borrower, any Subsidiary or any of its respective directors or officers, or (ii) to the best knowledge of the Borrower, any employee or agent of the Borrower or any Subsidiary that will act in any capacity in connection with, or benefit from, the Facilities established by this Agreement, is a Sanctioned Person (in the case of paragraphs (b) and (c) of the definition of "Sanctioned Person", to the extent the same is prohibited by the Sanctions).
- (c) No Utilisation, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

17.7 **Financial statements**

- (a) The consolidated financial statements referred to in Clause 18.1 (*Financial statements*) of this Agreement are prepared in accordance with GAAP for listed companies in France (IAS/IFRS GAAP).
- (b) The Original Financial Statements fairly represent the consolidated financial condition and operations of the Group as at the end of, and for, the relevant financial year.
- (c) Save as publicly disclosed, there has been no change in the business or financial condition of the Company or other members of the Group since the latest consolidated financial statements of the Company to the extent that such change is likely to have a Material Adverse Effect.

17.8 **Litigation**

Except as has been disclosed in writing in an up-to-date report by the Company to the Coordinators or disclosed in any Universal Registration Document or press release published by the Company, in each case on or prior to the Signing Date:

- (a) no legal, arbitration or administrative proceedings are current or, to its knowledge, pending or threatened against it or any of its Subsidiaries, which might, if adversely determined, have a Material Adverse Effect;
- (b) no proceedings of any nature are current or, to its knowledge, pending or threatened for the winding up or dissolution of, or in respect of any insolvency proceedings of any nature relating to, the Borrower or any Subsidiary which are reasonably likely to have a Material Adverse Effect;
- (c) no labour disputes are current or, to its knowledge, threatened against it or any of its Subsidiaries which are reasonably likely to have a Material Adverse Effect; and
- (d) no infringement of third party Intellectual Property Rights has occurred which is reasonably likely to have a Material Adverse Effect.

17.9 **Pari passu ranking**

Its payment obligations under the Finance Documents rank and will rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

17.10 **No stamp duties**

No stamp or registration duty or similar Tax or charge is payable in its country of incorporation in respect of any Finance Documents.

17.11 **Deduction of tax**

The Borrower is not required under the laws of France to make any deduction for, or on account of, any Tax from any payment it may make under any Finance Document to the extent that the Lenders are Qualifying Lenders.

17.12 **No Event of Default**

- (a) No Event of Default (or, on the Signing Date only, no Default) is continuing.
- (b) No Event of Default is continuing or would result from a Loan and, to the extent likely to have a Material Adverse Effect, no other event or circumstance is outstanding which constitutes a default under any other material agreement or instrument which is binding on it or any of its Subsidiaries to which it or the latter or their assets are subject.

17.13 **Securities encumbrances**

Save as permitted in the Finance Documents or disclosed by the Company, prior to the Signing Date, none of the assets of the Company or of any Material Subsidiary is affected by any Security.

17.14 **Insurance**

Each member of the Group has in effect insurance in respect of its business and assets with insurance companies to such an extent and against such risks as companies engaged in similar business normally insure in accordance with prudent best practice.

17.15 **Intellectual Property Rights**

- (a) To the best of its knowledge, it and each member of the Group owns or has the legal right to use all the Intellectual Property Rights which are material to its business from time to time or are required in order for it to conduct its business in all material respects, and no member of the Group does, in conducting its business, infringe any Intellectual Property Rights of any third party in any way which might reasonably be expected to have a Material Adverse Effect.
- (b) None of the Intellectual Property Rights which are material in the context of the business of any member of the Group is, to its knowledge, being infringed, nor, to the best of its knowledge, is there any threatened infringement of those Intellectual Property Rights, by any third party which might reasonably be expected to have a Material Adverse Effect.
- (c) To the best of its knowledge, all registered Intellectual Property Rights owned by any member of the Group and which are material to the conduct of its business are subsisting, and all actions (including payment of all fees) required to maintain the same in full force and effect have been taken, where lack of subsistence or failure to take any such action has, or might reasonably be expected to have, a Material Adverse Effect.

17.16 **Ownership of assets**

It and each of its Subsidiaries has good title to, or valid leases or licences of, or is otherwise entitled to use and permit other members of the Group to use, all material assets necessary to conduct its business substantially as it is conducted at the Signing Date.

17.17 **No Insolvency**

The Borrower and all Material Subsidiaries are able to pay their debts as they fall due, have not suspended making payments on any of their debts except for valid counterclaims nor, by reason of actual or anticipated financial difficulties, have commenced any negotiations with one or more of their creditors with a view to rescheduling any of their indebtedness.

17.18 **Centre of main interests and establishments**

Its centre of main interests (as that term is used in Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast)) is situated in its jurisdiction of incorporation.

17.19 **No misleading information**

- (a) All information in respect of the Group contained in the Information Package was, in all material respects, accurate at the respective dates as of which that information speaks.
- (b) The Information Package as of its date was not misleading in any material respect in respect of the Group and did not omit to disclose any matter, of which the failure to disclose would result in any information contained in the Information Package in respect of the Group being misleading in any material respect.
- (c) The financial projections contained in the Information Package have been prepared on the basis of assumptions believed by the Company to be reasonable at the time they were prepared.
- (d) Other than information publicly disclosed by the Company prior to the date of this Agreement, since the date on which information under paragraph (a) above was provided as stated, nothing has occurred or has been omitted from the Information Package and no information has been withheld that results in such information being untrue or misleading in any material respect.

17.20 **No Material Adverse Effect**

To the best of its knowledge and given its internal reporting rules, since 1 January 2022, no event has occurred in respect of the assets, business or financial condition of the Group taken as a whole which has, or might reasonably be expected to have, a Material Adverse Effect.

17.21 **Repetition**

- (a) The Repeating Representations are deemed to be repeated by the Borrower by reference to the facts and circumstances then existing on:
 - (i) the date of each Utilisation Request;
 - (ii) the first day of each Interest Period;
 - (iii) each Utilisation Date;
 - (iv) the Initial Facility A Termination Date if it is extended in accordance with Clause 6.4 (*Extension option for Facility A*);
 - (v) the First Extended Facility A Termination Date if it is extended in accordance with Clause 6.4 (*Extension option for Facility A*); and
 - (vi) the Initial Facility B Termination Date if it is extended in accordance with Clause 6.5 (*Extension option for Facility B*).

- (b) The representations and warranties in Clause 17.19 (*No misleading information*) are deemed to be repeated by the Company on each Utilisation Date (except to the extent that they relate to the Information Package where they shall be deemed to be repeated only (i) on the date of approval by the Company of the Information Package; and (ii) on each date on which all or part of the Information Package is released to the Coordinators for distribution in connection with the syndication).

18. INFORMATION UNDERTAKINGS

The undertakings in this Clause 18 remain in force from the Signing Date for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

18.1 Financial statements

The Company shall supply to the Facility Agent in sufficient copies for all the Lenders:

- (a) as soon as the same become available, but in any event within 180 (one hundred and eighty) days after the end of each of their financial years and for the first time for the financial year ending on 31 December 2021, its audited statutory financial statements for that financial year and its audited consolidated financial statements for that financial year (the "**Annual Financial Statements**");
- (b) as soon as the same become available, but in any event within 120 (one hundred and twenty) days after the end of each first half year and for the first time for the half year ending on 30 June 2022, its unaudited consolidated financial statements (the "**Half-Year Financial Statements**"); and
- (c) no later than twenty (20) days after the end of each financial quarter a Quarterly Reporting Certificate including:
- (i) details of the gross debt of the Group (including a reasonable breakdown of that debt including by which members of the Group it is incurred);
 - (ii) the amount of receivables currently included in the factoring program;
 - (iii) the cash position of the Group,

in each case, as at the end of the relevant financial quarter and based on the unaudited management accounts of the Group for that financial quarter.

18.2 Compliance Certificate

- (a) The Company shall supply to the Facility Agent, with each set of Annual Financial Statements delivered pursuant to paragraph (a) of Clause 18.1 (*Financial statements*), a Compliance Certificate setting out (in reasonable detail) computations as to compliance with Clause 19 (*Financial covenant*), as at the date as at which those Annual Financial Statements were drawn up.
- (b) Each Compliance Certificate shall be signed by the Company's chief financial officer.

18.3 Requirements as to financial statements

- (a) The Company must ensure that each set of Annual Financial Statements and Half Year Financial Statements supplied under Clause 18.1 (*Financial statements*) of this Agreement gives (if audited)

a true and fair view ("*donnent une image fidèle et sincère*") of its (or, if not audited, fairly present in all material respects) financial condition as at the date to which those financial statements were drawn up.

- (b) The Company shall procure that the Original Financial Statements and each set of consolidated financial statements delivered thereafter pursuant to Clause 18.1 (*Financial statements*) are prepared using GAAP for listed companies in France (IFRS as adopted by the European Union), and financial reference periods are consistent with those applied in the preparation of the Original Financial Statements, that its statutory accounts are prepared using French GAAP, and financial reference periods are consistent with those applied in the preparation of the Original Financial Statements, provided, however that, in relation to any set of financial statements, if the Company notifies the Facility Agent that there has been a change in the relevant GAAP or reference periods, then the Facility Agent may request sufficient information, in form and substance as may be reasonably required by the Facility Agent, to enable the Lenders to determine whether Clause 19 (*Financial covenant*) has been complied with and to make an accurate comparison between the financial position indicated in those financial statements and the most recent audited consolidated financial statements of the Company delivered to the Facility Agent under this Agreement.
- (c) Any reference in this Agreement to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the later accounts were prepared.

18.4 **Information: miscellaneous**

The Company must supply to the Facility Agent:

- (a) all documents dispatched by it to its shareholders (or any class of them) or its creditors generally at the same time as they are dispatched (in sufficient copies for all the Lenders, if the Facility Agent so requests);
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against it or any Material Subsidiary, and which would, if adversely determined, have a Material Adverse Effect (in sufficient copies for all the Lenders, if the Facility Agent so requests);
- (c) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against any member of the Group and which is reasonably likely to have a Material Adverse Effect;
- (d) promptly, such further information regarding its financial condition, business and operations or that of any Material Subsidiary as any Finance Party (through the Facility Agent) may reasonably request, except to the extent that disclosure of that information would breach any law, regulation, stock exchange requirement or duty of confidentiality of a customary nature.

18.5 **Information: No completion of the Transaction**

If the Company has announced that the Transaction (as referred to in the press release published on the Company's website on 14 June 2022 and as may be supplemented by any additional press release published by the Company) will not be implemented, the Company shall promptly notify

the Facility Agent of the same and shall, no later than the date falling fifteen (15) days after such announcement:

- (a) provide the Facility Agent (for the Lenders) with projections for the next twelve (12) Months of the cashflow needs of the Group including details of the debt service and debt refinancing needs over the same period; and
- (b) convene a meeting with the Lenders to discuss the same.

18.6 **Notification of default or mandatory prepayment**

The Borrower shall notify the Facility Agent of any Default or Event of Default (and the steps, if any, being taken to remedy it), or any event giving rise to a mandatory prepayment under Clause 7 (*Prepayment and cancellation*), in each case promptly upon becoming aware of its occurrence.

18.7 **Direct electronic delivery by the Company**

The Company may satisfy its obligation under this Agreement to deliver any information in relation to a Lender by delivering that information directly to that Lender in accordance with Clause 29.5 (*Electronic communication*) to the extent that Lender and the Facility Agent agree to this method of delivery.

18.8 **"Know your customer" checks**

- (a) If:
 - (i) the introduction of or any change in (or the interpretation, administration or application of) any law or regulation made after the Signing Date;
 - (ii) any change in the status of the Borrower after the Signing Date; or
 - (iii) a proposed transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such transfer,

obliges the Facility Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Facility Agent or of any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Facility Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for the Facility Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Lender shall promptly upon the request of the Facility Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Facility Agent (for itself) in order for the Facility Agent to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

18.9 **DAC6**

- (a) In this Clause 18.9, "**DAC6**" means the Council Directive of 25 May 2018 (2018/822/EU) amending Directive 2011/16/EU.
- (b) The Company shall supply to the Facility Agent (in sufficient copies for all the Lenders, if the Facility Agent so requests):
 - (i) promptly upon the making of such analysis or the obtaining of such advice, any analysis made or advice obtained on whether any transaction contemplated by the Finance Documents, the Information Package or any transaction carried out (or to be carried out) in connection with any transaction contemplated by the Finance Documents contains a hallmark as set out in Annex IV of DAC6; and
 - (ii) promptly upon the making of such reporting and to the extent permitted by applicable law and regulation, any reporting made to any governmental or taxation authority by or on behalf of any member of the Group or by any adviser to such member of the Group in relation to DAC6 or any law or regulation which implements DAC6 and any unique identification number issued by any governmental or taxation authority to which any such report has been made (if available).

19. **FINANCIAL COVENANT**

- (a) The Company shall ensure that for each Measurement Period, the Leverage Ratio in respect of that Measurement Period does not exceed 3.75:1.00, provided that such Leverage Ratio shall be calculated without giving effect to IFRS 16; provided, however, that the Compliance Certificate shall, for purposes of the calculation of the Leverage Ratio, set forth the bridge between the application of IFRS 16 and the non-application of IFRS 16 in respect of the relevant financial statements, and be accompanied by a certificate of the auditors of the Company confirming that bridge.
- (b) The financial covenant will be tested on each Testing Date on a twelve (12) months basis by reference to the latest consolidated annual financial statements of the Company. If any set of financial statements to be delivered by the Company pursuant to paragraph (a) of Clause 18.1 (*Financial statements*) is not prepared on the same basis as was used in the preparation of (and using accounting practices and financial reference period consistent with those used in the preparation of) the Original Financial Statements, then, if the Company so requests, the Company and the Facility Agent shall enter in good faith into negotiations (for a period of not more than 45 (forty-five) days) with the view to agreeing amendments to the provisions of this Clause 19 (*Financial covenant*) as to (i) reflect the accounting principles, accounting practices and reference periods upon which such financial statements are prepared and (ii) provide for an amended Clause 19 (*Financial covenant*) which, to the extent possible, provides for economically the same financial tests as those provided in this Clause 19 (*Financial covenant*) in respect of the Original Financial Statements provided that the Facility Agent may not agree any such amendment without the prior consent of the Majority Lenders.

- (c) In respect of any Measurement Period:
- (i) during which a Major Disposal occurs, the OMDA and/or the Operating Margin in respect of such Measurement Period shall be calculated giving pro forma effect to such Major Disposal, as if such Major Disposal had taken place on the first day of that Measurement Period; or
 - (ii) during which an acquisition occurs, the OMDA and/or the Operating Margin in respect of such Measurement Period shall be calculated giving pro forma effect to such acquisition, as if such acquisition (on the basis of percentage of ownership) had taken place on the first day of that Measurement Period.

20. GENERAL UNDERTAKINGS

The undertakings in this Clause 20 remain in force from the Signing Date for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

20.1 Authorisations

The Borrower must promptly obtain, maintain and comply with the terms of any Authorisation (a) required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability of, any Finance Documents or (b) unless failure to do so would not reasonably be expected to have a Material Adverse Effect, required in order for it to carry on its business as it is now being conducted.

20.2 Insurance

The Borrower and each Material Subsidiary will insure their business and assets with insurance companies to such an extent and against such risks as companies engaged in a similar business normally insure.

20.3 Compliance with laws

The Borrower shall comply in all respects with all laws to which it may be subject, if failure so to comply would have a Material Adverse Effect.

20.4 Negative pledge

- (a) The Borrower shall not (and the Company shall ensure that no Subsidiary of the Company will) create or permit to subsist any Security over any of its assets.
- (b) Paragraph (a) above does not apply to:
 - (i) any Security existing at the Signing Date and notified in writing to the Facility Agent, provided that the aggregate principal amount secured by such Security is not subsequently increased;
 - (ii) any Security over or affecting any asset acquired by the Borrower or any Subsidiary after the Signing Date and, if such Security was not created or increased in contemplation of the acquisition of such asset;
 - (iii) any Security granted in respect of a netting or set-off arrangement entered into by a member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;

- (iv) any Security arising solely by operation of law;
- (v) any Security over or affecting any asset of any company which becomes a Subsidiary after the Signing Date, where such Security is created prior to the date on which such company becomes a Subsidiary (provided that (i) the amount secured is not thereafter increased or (ii) if the amount secured is increased thereafter, it is done in compliance with other exceptions set out in this paragraph (b));
- (vi) any Security over or affecting any asset acquired or developed by the Borrower or a Subsidiary created as security in favour of a bank or financial institution for indebtedness relating directly to the acquisition or development of such asset if the total amount secured by such Security does not exceed the cost of such acquisition or development;
- (vii) any Security created with the prior written consent of the Majority Lenders;
- (viii) any Security created by (i) any Subsidiary in favour of the Company or (ii) any Subsidiary in favour of another Subsidiary;
- (ix) any Security created in respect of any tax or social charges, the due date for payment of which has not yet occurred or payment in respect of which is being contested in good faith and by appropriate proceedings;
- (x) any Security over goods, related title documents and/or other related documents arising out of or created in the normal course of business as security for indebtedness owed to a bank or financial institution directly relating to such goods or documents;
- (xi) any Security relating to receivables in connection with a non-recourse securitisation programme entered into or to be entered into by any member of the Group, including any such securitisation programme accounted for in the consolidated financial statements of the Company as at 31 December 2021;
- (xii) any Security over deposits of cash or cash equivalent investments (i) securing (directly or indirectly) Indebtedness for Borrowed Money under finance or structured tax lease arrangements or (ii) provided by way of cash collateral to effect repayment or prepayment of guarantee or indemnity obligations where the aggregate amount of all such cash deposits and cash equivalents does not at any time exceed €50,000,000 (or the equivalent in other currencies);
- (xiii) any Security required to be granted by the Company or a Subsidiary in respect of the supersedeas bond in connection with Cognizant/TriZetto litigation, up to an aggregate amount of \$571,000,000 (or the equivalent in other currencies);
- (xiv) any Security (other than a Security referred to in sub-paragraphs (i) to (xiii) and (xv)) over or affecting any asset of the Borrower or of any Subsidiary of the Company created after the date hereof if the aggregate principal, capital or nominal amount secured by all Security so created does not exceed at any time €100,000,000 (or the equivalent in other currencies); or

- (xv) any renewal of any agreement or other arrangement relating to any Security or other type of security referred to in sub-paragraphs (i) to (xii) above, provided that the amount secured is not thereafter increased.

20.5 Disposals

- (a) The Borrower shall not (and the Company shall ensure that no Material Subsidiary will) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of all or any part of any asset.
- (b) Paragraph (a) above does not apply to:
 - (i) any disposal of any asset made in the normal course of business;
 - (ii) any disposal of obsolete assets;
 - (iii) any disposal of assets by the Borrower or any Material Subsidiary to any Subsidiary of the Borrower;
 - (iv) any disposal of any asset made with the prior written consent of the Majority Lenders;
 - (v) any disposal of any asset by (i) any Material Subsidiary to the Company or (ii) any Material Subsidiary to another Material Subsidiary or (iii) the Company to any Material Subsidiary;
 - (vi) any disposal of any fixed asset (other than shares or other securities) conducted on an arm's length basis and on normal commercial terms, the proceeds of which are reinvested within twelve (12) months of the date of receipt of the proceeds of such disposal in other fixed assets for the Group;
 - (vii) any disposal of any shares or securities (other than pursuant to the "*contrat de liquidité*", if applicable) for fair market value provided, that the proceeds are reinvested within 12 (twelve) months of the date of receipt of the proceeds of such disposal or applied by the Company to repay Indebtedness for Borrowed Money of the Group;
 - (viii) any disposal of any shares pursuant to a "*contrat de liquidité*";
 - (ix) any disposal or grant, or transfer of any shares or options, or warrants to any eligible officer or employee of the Group;
 - (x) any sale of any assets, including, without limitation, any assignment of trade receivables, provided that any third party to any agreement or arrangement entered into in relation thereto shall have no recourse to any assets of the Company or any Material Subsidiary, except in relation to any credit enhancement provided by the Company or the Material Subsidiary in respect of any such assets or, as the case may be, trade receivables, including any such securitisation programme accounted for in the Original Financial Statements;
 - (xi) any disposals of short-term investments in return for cash made in the ordinary course of business;
 - (xii) any disposal for non-cash consideration required to be made solely by virtue of any applicable law or regulation or required by any governmental or supranational authority or agency;

- (xiii) any disposal of real property assets by way of a sale and lease-back transaction;
- (xiv) any disposal (other than a disposal mentioned in sub-paragraphs (i) to (xiii) above and sub-paragraph (xv) below) of any assets, shares or securities of any sort for fair market value, provided that the aggregate net book value, as reported in the Company's most recent publicly available consolidated financial statements, in respect of such disposals carried out from time to time as from the Signing Date until the Termination Date is not greater than 15 per cent. of the consolidated assets of the Company as shown in its most recent publicly available consolidated financial statements. For the purpose of this sub-paragraph, the net book value should be reduced from third party commissions and costs and expenses reasonably incurred and required to be paid and Taxes, if any, associated with such disposal and after deduction of any amount required to be paid by the Group to any other shareholder or to a secured creditor in relation to any Security existing over the assets disposed of and any repayment of Indebtedness for Borrowed Money related to the assets subject to the disposal which are required to be repaid in order to effect the disposal; and
- (xv) any other disposal not falling within paragraphs (i) to (xiv) above, provided that the Disposal Proceeds (as defined in Clause 7.5 (*Mandatory prepayment – proceeds*)) are applied to the extent required in mandatory prepayment and cancellation of the Facilities.

20.6 **Merger**

The Company shall not (and the Company shall ensure that no Material Subsidiary will) enter into any merger or corporate reconstruction, except:

- (a) any merger or corporate reconstruction between any Material Subsidiary and the Company;
- (b) any merger or corporate reconstruction with or among any of its Subsidiaries;
- (c) any merger or corporate reconstruction between the Company and any company which is not a member of the Group, provided that such merger or corporate reconstruction does not at the time of its completion have a Material Adverse Effect;
- (d) any merger or corporate reconstruction between any Material Subsidiary and any company which is not a member of the Group, provided that such merger or corporate reconstruction does not at the time of its completion have a Material Adverse Effect; and
- (e) any merger or corporate reconstruction within the Group entered into as part of the implementation of the Re-organisation,

and provided in any event that:

- (i) such merger or corporate reconstruction would not give rise to an Event of Default;
- (ii) in the case of paragraph (a) or (c) or, to the extent the relevant merger or corporate reconstruction involves the Company, paragraph (e) above, the Company would be the surviving entity following the completion of such merger or corporate reconstruction; and

- (iii) to the extent applicable and at the reasonable request of the Facility Agent, the Company delivers to the Facility Agent a written confirmation from the legal advisers of the relevant company that it continues to be bound by its obligations under the Finance Documents.

20.7 **Intellectual Property**

The Borrower shall (and shall procure that each other member of the Group will):

- (i) preserve and maintain the subsistence and validity of the Intellectual Property Rights necessary for the business of the relevant Group member;
- (ii) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property Rights;
- (iii) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property Rights in full force and effect and record its interest in that Intellectual Property Rights; and
- (iv) not use or permit the Intellectual Property Rights to be used in a way or take any step or omit to take any step in respect of any Intellectual Property Rights which may materially and adversely affect the existence of the Intellectual Property Rights or imperil the right of any member of the Group to use such property,

where failure to do so, in the case of paragraphs (i), (ii) and (iii) above, or, in the case of paragraph (iv), such use, or permission to use, is reasonably likely to have a Material Adverse Effect.

20.8 **Change of business**

The Company shall not (and shall procure that no Material Subsidiary will) enter into any transaction or do any act or thing whatsoever which would result in a substantial change being made to the general nature of the business of the Company or of the Group from the businesses carried on at the Signing Date, except if such transaction or act forms part of the implementation steps necessary to achieve Completion of the Distribution.

20.9 **Maintenance of *pari passu***

The Borrower shall ensure that the claims of the Finance Parties against the Borrower under the Finance Documents will, at all times, rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, save those whose claims are preferred solely by law.

20.10 **Registered office and tax residence**

The Borrower shall maintain its registered office and its tax residence within the European Union.

20.11 **Sanctions**

- (a) The Company will maintain in effect and enforce policies and procedures designed to ensure compliance by it, its Subsidiaries and their respective directors, officers, (to the best knowledge of the Company) employees and, its or their respective agents with Anti-Corruption Laws and applicable Sanctions.
- (b) The Borrower will not request any Utilisation, and the Borrower shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, (to the best

knowledge of the Borrower), employees and, its or their respective agents shall not use, the proceeds of any Utilisation (A) in furtherance of an offer, payment, promise to pay, or authorisation of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, to the extent such activities, business or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or in a European Union member state, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

- (c) In relation to each Finance Party that notifies the Facility Agent to this effect (each a "**Restricted Finance Party**"), this Clause 20.11 or Clause 17.6 (*Anti-bribery, anti-corruption and anti-money laundering*) shall only apply for the benefit of that Restricted Finance Party to the extent that those clauses do not result in any violation of, conflict with or liability under any applicable Blocking Law.
- (d) For the purposes of this Clause 20.11, "**Blocking Law**" means:
 - (i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union);
 - (ii) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018; or
 - (iii) section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*).
- (e) In connection with any amendment, waiver, determination, declaration, decision (including a decision to accelerate) or direction (each a "**Relevant Measure**") relating to any part of this Clause 20.11 or Clause 17.6 (*Anti-bribery, anti-corruption and anti-money laundering*):
 - (i) the Commitments of a Lender that is a Restricted Finance Party; and
 - (ii) the vote of any other Restricted Finance Party which would be required to vote in accordance with the provisions of this Agreement,

will be excluded for the purpose of determining whether the consent of the requisite Finance Parties to approve such Relevant Measure has been obtained or whether the Relevant Measure by the requisite Finance Parties has been made unless the relevant Restricted Finance Party has (in its absolute discretion) notified the Facility Agent in writing that it does have, in the given circumstances, the benefit of the provision in respect of which the Relevant Measure is sought.

20.12 Acquisitions

- (a) Except as permitted under paragraph (b) below, the Company shall not (and the Company shall ensure that no member of the Group will) acquire a company or any shares or a business or undertaking (or, in each case, any interest in any of them) from a person which is not a member of the Group.

- (b) Paragraph (a) above does not apply to an acquisition of a company, of shares or a business or undertaking (or, in each case, any interest in any of them) which is a Permitted Acquisition.

20.13 **Financial Indebtedness**

- (a) Except as permitted under paragraph (b) below, the Company shall ensure that no member of the Group (other than the Company) will incur or allow to remain outstanding any Indebtedness for Borrowed Money.
- (b) Paragraph (a) above does not apply to any Indebtedness for Borrowed Money of any member of the Group (other than the Company) the amount of which, when aggregated with all the Indebtedness for Borrowed Money of the members of the Group (excluding the Company) does not exceed €100,000,000 (or its equivalent in any other currency) at any time.

21. **EVENTS OF DEFAULT**

Each of the events or circumstances set out in this Clause 21 is an Event of Default.

21.1 **Non-payment**

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by administrative or technical error; and
- (b) payment is made within four (4) Business Days of its due date.

21.2 **Financial covenant**

In respect of any Measurement Period, the requirement of Clause 19 (*Financial covenant*) is not satisfied.

21.3 **Other obligations**

- (a) The Borrower does not comply with any provision of the Finance Documents (other than those referred to in Clause 21.1 (*Non-payment*), Clause 21.2 (*Financial covenant*) and Clause 21.4 (*Misrepresentation*)).
- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within twenty (20) Business Days of the earlier of (i) the Facility Agent giving notice to the Borrower and (ii) the Borrower becoming aware of the failure to comply.

21.4 **Misrepresentation**

Any representation or statement made or deemed to be made by the Borrower in the Finance Documents or any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made unless this misrepresentation has been corrected by notification to the Facility Agent within twenty (20) Business Days from the date on which the representation or statement was made or deemed made.

21.5 **Cross default**

- (a) Any Indebtedness for Borrowed Money of the Borrower or of any Material Subsidiary is not paid when due nor within any originally applicable grace period.

- (b) Any Indebtedness for Borrowed Money of the Borrower or of any Material Subsidiary is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default.
- (c) Any commitment for any Indebtedness for Borrowed Money of the Borrower or of any Material Subsidiary is cancelled by a creditor of the Borrower or Material Subsidiary as a result of an event of default.
- (d) Any creditor of the Borrower or of any Material Subsidiary becomes entitled to declare any Indebtedness for Borrowed Money of the Borrower or Material Subsidiary due and payable prior to its specified maturity as a result of an event of default.
- (e) No Event of Default will occur under this Clause 21.5 unless and until the aggregate amount of Indebtedness for Borrowed Money or commitment for Indebtedness for Borrowed Money falling within paragraphs (a) to (d) above exceeds €20,000,000 (or its equivalent in any other currency or currencies).

21.6 **Insolvency**

- (a) The Borrower or any Material Subsidiary is unable or admits inability to pay any of its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors with a view to rescheduling any of its indebtedness.
- (b) The Borrower or any Material Subsidiary becomes insolvent for the purpose of any applicable insolvency law.
- (c) A moratorium is declared in respect of any Indebtedness for Borrowed Money of the Borrower or any Material Subsidiary.

21.7 **Insolvency proceedings**

- (a) Any corporate action, legal proceedings or other procedure or step is taken by the Company or a Material Subsidiary in relation to:
 - (i) the bankruptcy, suspension of payments, a moratorium of any Indebtedness for Borrowed Money, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) (including *sauvegarde* and *sauvegarde accélérée*), *redressement judiciaire* or *liquidation judiciaire* or reorganisation (in the context of a *mandat ad hoc* or of a *conciliation* or otherwise) of the Company or any Material Subsidiary, other than a solvent liquidation or reorganisation of any Material Subsidiary;
 - (ii) a composition, assignment or arrangement with any creditor of the Company or of any Material Subsidiary;
 - (iii) the appointment of a liquidator (other than in respect of a solvent liquidation of a Material Subsidiary), receiver, administrator, administrative receiver, compulsory manager, *mandataire ad hoc*, *conciliateur* or other similar officer in respect of the Company or any Material Subsidiary of its or any Material Subsidiary's assets;

- (iv) the filing of an involuntary proceeding in a court of competent jurisdiction in the United States seeking relief under US Bankruptcy Law in respect of any Material Subsidiary and either such proceeding shall continue undismissed for 30 days or an order or decree approving or ordering any of the foregoing shall be entered or such Material Subsidiary shall consent to the institution of, or fail to contest in a timely and appropriate manner, any such involuntary proceeding;
 - (v) the filing of a voluntarily petition by any Material Subsidiary under US Bankruptcy Law; or
 - (vi) any analogous procedure or step is taken in any jurisdiction.
- (b) The Borrower or any Material Subsidiary applies for the appointment of a *mandataire ad hoc* or for a *conciliation* in accordance with articles L. 611-3 to L. 611-15 of the French *Code de commerce*.
- (c) A judgment for *sauvegarde* (including *sauvegarde accélérée* and *sauvegarde financière accélérée*), *redressement judiciaire*, *cession totale ou partielle de l'entreprise* or *liquidation judiciaire* is entered into in relation to the Borrower or any Material Subsidiary under articles L.620-1 to L.644-6 of the French *Code de commerce*.

21.8 Creditors' process

Any of the enforcement proceedings provided for in the French *Code des procédures civiles d'exécution*, or any expropriation, attachment, sequestration, distress or execution, affect any asset or assets of the Borrower or of any Material Subsidiary having an aggregate value of €20,000,000 (or its equivalent in any other currency or currencies) and is not discharged within seven (7) days.

21.9 Unlawfulness

It is or becomes unlawful for a Borrower to perform any of its material obligations under the Finance Documents.

21.10 Cessation of business

- (a) The Borrower or any Material Subsidiary enters into any transaction or does any act or thing whatsoever which would result in a substantial change being made to the business of the Borrower or of the Group as a whole from the business carried on at the date hereof, or the Borrower or any Material Subsidiary suspends or threatens to suspend a substantial part of the business operations which it now conducts, or enters into any unrelated business, or any governmental authority expropriates or threatens to expropriate all or a substantial part of its assets and the result of any of the foregoing would have a Material Adverse Effect.
- (b) No breach of paragraph (a) above shall occur as a result of any steps within the Group required to implement the Transaction.

21.11 Audit qualification

The auditors of the Company qualify their report on the Annual Financial Statements on the grounds that they are unable to prepare those financial statements on a going concern basis. (*réserve pour incertitude significative liée à la continuité d'exploitation*).

21.12 Material adverse change

Any event or circumstance occurs which has or would reasonably be expected to have a Material Adverse Effect.

21.13 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing, the Facility Agent may by prior notice and shall, if so directed by the Majority Lenders, by notice to the Borrower but subject to the mandatory provisions of articles L.611-16 and L. 620-1 to L. 670-8 of the French *Code de Commerce*:

- (a) cancel each Available Commitment of each Lender whereupon each such Available Commitment shall immediately be cancelled and each Facility shall immediately cease to be available for further utilisation; and
- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable.

SECTION 8
CHANGES TO PARTIES

22. CHANGES TO THE LENDERS

22.1 Transfers by the Lenders

- (a) Subject to this Clause 22, a Lender (the "**Existing Lender**") may transfer any of its rights (including such as those which relate to that Lender's participation in each Loan) and/or obligations to another bank or financial institution or to a fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, provided that the amount transferred to a new lender (the "**New Lender**") is at least €10,000,000 (or its equivalent in another currency), if applicable, taking into account any amount contemporaneously transferred by an Affiliate or a Related Fund of that Existing Lender to that New Lender, or, if less, the whole of the Existing Lender's Commitments.
- (b) The consent of the Finance Parties is hereby given to a transfer by an Existing Lender to a New Lender.

22.2 Conditions of transfer

- (a) The prior consent of and notification to the Company is required for a transfer by an Existing Lender, provided that the Company hereby consents to a transfer (with no prior notification being required):
- (i) to another Lender or an Affiliate of a Lender;
 - (ii) made at a time when an Event of Default is continuing; or
 - (iii) to a fund which is a Related Fund of that Existing Lender.

Notwithstanding the above, no transfer in relation to a Utilisation by the Borrower may be effected to a New Lender incorporated or acting through a Facility Office situated in a Non-Cooperative Jurisdiction without the prior consent of the Company, which shall not be unreasonably withheld or delayed.

- (b) The consent of the Company to a transfer must not be unreasonably withheld or delayed. The Company will be deemed to have given its consent seven (7) Business Days after the Existing Lender has requested it from the Company (with a copy to the Facility Agent) unless consent is expressly refused by the Company within that time.
- (c) A transfer will only be effective if the procedure set out in Clause 22.5 (*Procedure for transfer*) is complied with.
- (d) If:
- (i) a Lender transfers any of its rights and/or obligations under the Finance Documents or changes its Facility Office; and
 - (ii) as a result of circumstances existing at the date the transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 12 (*Tax gross-up and indemnities*) or Clause 13 (*Increased costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the transfer or change had not occurred.

- (e) The Facility Agent shall, as soon as reasonably practicable after a transfer to a permitted transferee has become effective, (i) notify the Borrower of such transfer (including the details of the New Lender and the amount transferred to it) and (ii) send to the Company a copy of the Transfer Agreement.

22.3 **Transfer fee**

The New Lender shall, on the date upon which a transfer takes effect, pay to the Facility Agent (for its own account) a fee of €3,000.

22.4 **Limitation of responsibility of Existing Lenders**

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
 - (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
 - (ii) the financial condition of the Borrower;
 - (iii) the performance and observance by the Borrower of its obligations under the Finance Documents or any other documents;
 - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document; or
 - (v) the existence of any transferred rights or receivables or their accessories,and any representations or warranties implied by law are excluded.
- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
 - (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of the Borrower and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and
 - (ii) will continue to make its own independent appraisal of the creditworthiness of the Borrower and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Nothing in any Finance Document obliges an Existing Lender to:
 - (i) accept a re-transfer from a New Lender of any of the rights and/or obligations transferred under this Clause 22; or
 - (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by the Borrower of its obligations under the Finance Documents or otherwise.

22.5 Procedure for transfer

- (a) Subject to the conditions set out in Clause 22.2 (*Conditions of transfer*) a transfer is effected in accordance with paragraph (b) below when the Facility Agent executes an otherwise duly completed Transfer Agreement delivered to it by the Existing Lender and the New Lender. The Facility Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Agreement. The Facility Agent shall, within 10 Business Days following execution by it of a Transfer Agreement, send an updated list of Lenders to the Company.
- (b) The Facility Agent shall only be obliged to execute a Transfer Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.
- (c) By virtue of the execution of a Transfer Agreement, as from the Transfer Date:
- (i) to the extent that in the Transfer Agreement the Existing Lender seeks to transfer its rights and obligations under the Finance Documents, the Existing Lender shall be discharged to the extent provided for in the Transfer Agreement from further obligations towards the Borrower and the other Finance Parties under the Finance Documents and the Borrower and the other Finance Parties hereby consent to such discharge;
 - (ii) the rights and obligations of the Existing Lender with respect to the Borrower shall be transferred to the New Lender, to the extent provided for in the Transfer Agreement;
 - (iii) the Facility Agent, the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers, the Lead Arrangers, the New Lender and other Lenders shall have the same rights and obligations between themselves as they would have had had the New Lender been an Original Lender with the rights and/or obligations to which it is entitled and subject as a result of the transfer, and to that extent the Facility Agent, the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers, the Lead Arrangers and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
 - (iv) the New Lender shall become a Party as a "Lender".

If any New Lender fails to pay any transfer fee payable by it hereunder on the due date therefore, the Facility Agent may at any time deduct an amount equal to such fee from any moneys from time to time held by the Facility Agent for the account of such New Lender.

22.6 Security over Lenders' rights

- (a) In addition to the other rights provided to Lenders under this Clause 22, each Lender may without consulting with or obtaining consent from the Borrower, at any time (i) charge or transfer all or any of its rights under any Finance Document to any *organisme de titrisation*, collateralised loan obligation or collateralised debt obligation vehicle or any other securities vehicle or (ii) charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any

of its rights under any Finance Document to secure obligations of that Lender (a "**Securing Lender**") including, without limitation:

- (i) any charge, transfer or other Security to secure obligations to a federal reserve or central bank or equivalent body; and
- (ii) any charge, transfer or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, transfer or Security shall:

- (A) release a Securing Lender from any of its obligations under the Finance Documents or (except following enforcement of the relevant charge or Security) substitute the beneficiary of the relevant charge, transfer or Security for the Securing Lender as a party to any of the Finance Documents; or
 - (B) require any payments to be made by the Borrower other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.
- (b) For the avoidance of doubt, the application of these provisions of this Clause 22.6 shall not result in any cost or fee becoming payable by the Borrower.
 - (c) The Borrower hereby consents to any charge, transfer or Security granted in accordance with this Clause 22.6 and to any transfer to the relevant beneficiary as part of the enforcement of such charge or Security.
 - (d) For the avoidance of doubt, the provisions of Clauses 22.2 (*Conditions of transfer*), 22.3 (*Transfer fee*) and 22.5 (*Procedure for transfer*) are not applicable to any transfer, charge or Security effected or created under this Clause 22.6.

22.7 **Pro rata interest settlement**

If the Facility Agent has notified the Lenders that it is able to distribute interest payments on a "pro rata basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 22.5 (*Procedure for transfer*)) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):

- (a) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date ("**Accrued Amounts**") and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than 6 (six) Months, on the next of the dates which falls at 6 (six) Monthly intervals after the first day of that Interest Period); and
- (b) the rights transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:
 - (i) when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and

- (ii) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 22.7, have been payable to it on that date, but after deduction of the Accrued Amounts.

In this Clause 22.7, references to "Interest Period" shall be construed to include a reference to any other period for accrual of fees.

23. CHANGES TO THE BORROWER

23.1 Transfers by the Borrower

The Borrower may not transfer any of its rights and/or obligations under the Finance Documents.

SECTION 9
THE FINANCE PARTIES

24. ROLE OF THE FACILITY AGENT, THE COORDINATORS, THE MANDATED LEAD ARRANGERS AND BOOKRUNNERS, THE MANDATED LEAD ARRANGERS AND THE LEAD ARRANGERS

24.1 Appointment of the Facility Agent

- (a) Each other Finance Party appoints the Facility Agent to act as its agent under and in connection with the Finance Documents.
- (b) Each other Finance Party authorises the Facility Agent to exercise the rights, powers, authorities and discretions specifically given to the Facility Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

24.2 Duties of the Facility Agent

- (a) The Facility Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Facility Agent for that Party by any other Party.
- (b) Except where a Finance Document specifically provides otherwise, the Facility Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (c) If the Facility Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the Finance Parties.
- (d) If the Facility Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Facility Agent or the Coordinators) under this Agreement it shall promptly notify the other Finance Parties.
- (e) The Facility Agent shall provide to the Company, within three (3) Business Days of a request by the Company (but no more frequently than once per calendar month), a list (which may be in electronic form) setting out the names of the Lenders as at the date of that request, their respective Commitments, the address and fax number (and the department or officer, if any, for whose attention any communication is to be made) of each Lender for any communication to be made or document to be delivered under or in connection with the Finance Documents, the electronic mail address and/or any other information required to enable the sending and receipt of information by electronic mail or other electronic means to and by each Lender to whom any communication under or in connection with the Finance Documents may be made by that means and the account details of each Lender for any payment to be distributed by the Facility Agent to that Lender under the Finance Documents.
- (f) The Facility Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (g) The Facility Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

24.3 Role of the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers and the Lead Arrangers

Except as specifically provided in the Finance Documents, the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers and the Lead Arrangers have no obligations of any kind to any other Party under or in connection with any Finance Document.

24.4 No fiduciary duties

- (a) Nothing in this Agreement constitutes the Facility Agent or the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers or the Lead Arrangers as a trustee or fiduciary of any other person.
- (b) Neither the Facility Agent, the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers nor the Lead Arrangers shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

24.5 Business with the Group

The Facility Agent, the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers and the Lead Arrangers may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

24.6 Rights and discretions of the Facility Agent

- (a) The Facility Agent may rely on:
 - (i) any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and
 - (ii) any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.
- (b) The Facility Agent may:
 - (i) assume that:
 - (A) any instructions received by it from the Majority Lenders, any Lender or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and
 - (B) unless it has received notice of revocation, that those instructions have not been revoked; and
 - (ii) rely on a certificate from any person:
 - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
 - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing, as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.

- (c) The Facility Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
 - (i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 21.1 (*Non-payment*));
 - (ii) any right, power, authority or discretion vested in any Party or the Majority Lenders has not been exercised; and
 - (iii) any notice or request made by the Company (other than a Utilisation Request) is made on behalf of the Borrower.
- (d) The Facility Agent may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts.
- (e) Without prejudice to the generality of paragraph (d) above or paragraph (f) below, the Facility Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Facility Agent (and so separate from any lawyers instructed by the Lenders) if the Facility Agent in its reasonable opinion deems this to be necessary.
- (f) The Facility Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Facility Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying, unless directly caused by its gross negligence or wilful misconduct.
- (g) The Facility Agent shall:
 - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Facility Agent in accordance with any instructions given to it by:
 - (A) all Lenders, if the relevant Finance Document stipulates that the matter is an all Lender decision; and
 - (B) in all other cases, the Majority Lenders; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
- (h) The Facility Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates that the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Facility Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (i) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document, and unless a contrary indication appears in a Finance Document, any instructions given to the Facility Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties, and will be binding on all Finance Parties.

- (j) The Facility Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
- (k) The Facility Agent may act in relation to the Finance Documents through its personnel and agents.
- (l) The Facility Agent may but shall not be required to disclose to any other Party any information that it reasonably believes it has received as agent under this Agreement.
- (m) Without prejudice to the generality of paragraph (l) above, the Facility Agent may disclose the identity of a Defaulting Lender to the other Finance Parties and the Company, and shall disclose the same upon the written request of the Company or the Majority Lenders.
- (n) Notwithstanding any other provision of any Finance Document to the contrary, neither the Facility Agent, the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers nor the Lead Arrangers are obliged to do or omit to do anything if it would or might, in their reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (o) Notwithstanding any provision of any Finance Document to the contrary, the Facility Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing that the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

24.7 **Majority Lenders' instructions**

- (a) The Facility Agent shall:
 - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Facility Agent in accordance with any instructions given to it by:
 - (A) all Lenders if the relevant Finance Document stipulates that the matter is an all Lender decision; and
 - (B) in all other cases, the Majority Lenders; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
- (b) The Facility Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Facility Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document, and unless a contrary indication appears in a Finance

Document, any instructions given to the Facility Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties, and will be binding on all Finance Parties.

- (d) The Facility Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
- (e) In the absence of instructions, the Facility Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.
- (f) The Facility Agent is not authorised to act on behalf of a Lender in any legal or arbitration proceedings relating to any Finance Document, without having first obtained that Lender's authority to act on its behalf in those proceedings.

24.8 Responsibility for documentation

Neither the Facility Agent, any of the Coordinators, Mandated Lead Arrangers and Bookrunners, Mandated Lead Arrangers nor Lead Arrangers:

- (a) is responsible for the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Facility Agent, the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers, the Lead Arrangers, the Borrower or any other person given in or in connection with any Finance Document or the Information Package;
- (b) is responsible for the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Finance Document; or
- (c) is responsible for any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

24.9 No duty to monitor

The Facility Agent shall not be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or
- (c) whether any other event specified in any Finance Document has occurred.

24.10 Exclusion of liability

- (a) Without limiting paragraph (b) below, the Facility Agent will not be liable for any action taken by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct.
- (b) No Party (other than the Facility Agent) may take any proceedings against any officer, employee or agent of the Facility Agent in respect of any claim it might have against the Facility Agent, or in respect of any act or omission of any kind by that officer, employee or agent in relation to any

Finance Document, and any officer, employee or agent of the Facility Agent may rely on this Clause.

- (c) The Facility Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Facility Agent if the Facility Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Facility Agent for that purpose.
- (d) Nothing in this Agreement shall oblige the Facility Agent or the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers and the Lead Arrangers to carry out any "know your customer" or other checks in relation to any person on behalf of any Lender and each Lender confirms to the Facility Agent, the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers and the Lead Arrangers that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Facility Agent or the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers and the Lead Arrangers.

24.11 Lenders' indemnity to the Facility Agent

Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Facility Agent, within three (3) Business Days of demand, against any cost, loss or liability incurred by the Facility Agent (otherwise than by reason of the Facility Agent's gross negligence or wilful misconduct) in acting as Facility Agent under the Finance Documents (unless the Facility Agent has been reimbursed by the Company pursuant to a Finance Document).

24.12 Resignation of the Facility Agent

- (a) The Facility Agent may resign and appoint one of its Affiliates as successor, provided that such Affiliate may not be incorporated or acting through an office situated in a Non-Cooperative Jurisdiction, by giving notice to the other Finance Parties and to the Company and with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed.
- (b) Alternatively the Facility Agent may resign by giving notice to the other Finance Parties and to the Company, in which case the Majority Lenders may appoint a successor Facility Agent, which shall not be incorporated or acting through an office situated in a Non-Cooperative Jurisdiction, with the prior written consent of the Company, such consent not to be unreasonably withheld or delayed.
- (c) If the Majority Lenders have not designated a Facility Agent within ten (10) days after notice of resignation was given or, as the case may be, within ten (10) days after notice that the Company has not consented to the appointment of the proposed Facility Agent, the Facility Agent may appoint the successor Facility Agent, which shall not be incorporated or acting through an office situated in a Non-Cooperative Jurisdiction, with the consent of the Company.
- (d) The Company may, on not less than thirty (30) days' prior notice to the Facility Agent, require the Lenders to appoint a replacement Facility Agent if any amount payable under a Finance Document by the Company becomes not deductible from the Company's taxable income for French tax purposes by reason of that amount (i) being paid or accrued to a Facility Agent incorporated, domiciled, established or acting through an office situated in a Non-Cooperative Jurisdiction or (ii)

paid to an account opened in the name of that Facility Agent in a financial institution situated in a Non-Cooperative Jurisdiction. In this case, the Facility Agent shall resign and a replacement Facility Agent shall be appointed by the Majority Lenders (with the consent, not to be unreasonably withheld or delayed, of the Company) within thirty (30) days after notice of replacement was given.

- (e) If the Company withholds its consent to two or more successor Facility Agents proposed by the Majority Lenders in accordance with paragraph (b) above or, as the case may be, the Facility Agent in accordance with paragraphs (a) and (c) above, the Majority Lenders or, as the case may be, the Facility Agent may appoint a successor Facility Agent of their/its choice.
- (f) The retiring Facility Agent shall, at its own cost, make available to the successor Facility Agent such documents and records and provide such assistance as the successor Facility Agent may reasonably request for the purposes of performing its functions as Facility Agent under the Finance Documents.
- (g) The Facility Agent's resignation notice shall only take effect upon the appointment of a successor.
- (h) Upon the appointment of a successor, the retiring Facility Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of this Clause 24. Its successor, and each of the other Parties, shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (i) The Majority Lenders may, by notice to the Facility Agent, require it to resign in accordance with paragraph (b) above. In this event, the Facility Agent shall resign in accordance with paragraph (b) above and the Majority Lenders shall have the rights to designate the successor Facility Agent, after consultation with the Company.
- (j) The Facility Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Facility Agent pursuant to paragraph (c) above) if on or after the date which is three (3) months before the earliest FATCA Application Date relating to any payment to the Facility Agent under the Finance Documents:
 - (i) the Facility Agent fails to respond to a request under Clause 12.8 (*FATCA Information*) and the Company or a Lender reasonably believes that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
 - (ii) the information supplied by the Facility Agent pursuant to Clause 12.8 (*FATCA Information*) indicates that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
 - (iii) the Facility Agent notifies the Company and the Lenders that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,and (in each case) the Company or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Facility Agent were a FATCA Exempt Party, and the Company or that Lender, by notice to the Facility Agent, requires it to resign.

24.13 Confidentiality

- (a) In acting as agent for the Finance Parties, the Facility Agent shall be regarded as acting through its agency division, which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Facility Agent, it may be treated as confidential to that division or department and the Facility Agent shall not be deemed to have notice of it.

24.14 Relationship with the Lenders

- (a) The Facility Agent may treat each Lender as a Lender, entitled to payments under this Agreement and acting through its Facility Office unless it has received not less than five (5) Business Days prior notice from that Lender to the contrary in accordance with the terms of this Agreement.
- (b) Any Lender may, by notice to the Facility Agent, appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 29.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address, department and officer by that Lender for the purposes of Clause 29.2 (*Addresses*) and paragraph (a)(ii) of Clause 29.5 (*Electronic communication*), and the Facility Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

24.15 Credit appraisal by the Lenders

Without affecting the responsibility of the Borrower for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Facility Agent and the Arrangers that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document, including, but not limited to:

- (a) the financial condition, status and nature of each member of the Group;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and
- (d) the adequacy, accuracy and/or completeness of the Information Package and any other information provided by the Facility Agent, any Party or by any other person under or in

connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document.

24.16 Role of Reference Banks

- (a) No Reference Bank is under any obligation to provide a quotation or any other information to the Facility Agent, but may do so at the Facility Agent's request.
- (b) No Reference Bank will be liable, in its capacity as Reference Bank, for any action taken by it under or in connection with any Finance Document, or for any Reference Bank Quotation, unless directly caused by its gross negligence or wilful misconduct.
- (c) No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any Reference Bank Quotation, and any officer, employee or agent of each Reference Bank may rely on this Clause 24.16.

24.17 Agent's management time

Any amount payable to the Facility Agent under Clause 14.3 (*Indemnity to the Facility Agent*), Clause 16 (*Costs and expenses*) and Clause 24.11 (*Lenders' indemnity to the Facility Agent*) shall include the cost of utilising the Facility Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Facility Agent may notify to the Lenders (subject to the Company's prior approval, provided that the Company shall consider such costs in good faith), and is in addition to any fee paid or payable to the Facility Agent under Clause 11 (*Fees*).

24.18 Deduction from amounts payable by the Facility Agent

If any Party owes an amount to the Facility Agent under the Finance Documents the Facility Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Facility Agent would otherwise be obliged to make under the Finance Documents, and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

25. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

26. SHARING AMONG THE FINANCE PARTIES

26.1 Payments to Finance Parties

If a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from the Borrower other than in accordance with Clause 27 (*Payment mechanics*) and applies that amount to a payment due under the Finance Documents, then such Recovering Finance Party shall be deemed to have been substituted (within the meaning of article 1994 of the French *Code civil*) for the Facility Agent for purposes of receiving or recovering a Sharing Payment (as defined below) and:

- (a) the Recovering Finance Party shall, within 3 (three) Business Days, notify details of the receipt or recovery to the Facility Agent;
- (b) the Facility Agent shall determine whether the receipt or recovery is in excess of the amount that the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Facility Agent and distributed in accordance with Clause 27 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Facility Agent in relation to the receipt, recovery or distribution; and
- (c) the Recovering Finance Party shall, within 3 (three) Business Days of demand by the Facility Agent, pay to the Facility Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery, less any amount which the Facility Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 27.5 (*Partial payments*).

26.2 Redistribution of payments

The Facility Agent shall treat the Sharing Payment as if it had been paid by the Borrower and distribute it between the Finance Parties (other than the Recovering Finance Party) in accordance with Clause 27.5 (*Partial payments*).

26.3 Recovering Finance Party's rights

- (a) On a distribution by the Facility Agent under Clause 26.2 (*Redistribution of payments*), the Recovering Finance Party will be subrogated to the rights of the Finance Parties which have shared in the redistribution, which Finance Parties agree that they will in that connection waive the benefit of Article 1346-3 of the French *Code Civil*.
- (b) If and to the extent that the Recovering Finance Party is not able to rely on its rights under paragraph (a) above, the Borrower shall be liable to the Recovering Finance Party for a debt equal to the Sharing Payment which is immediately due and payable.

26.4 Reversal of redistribution

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Finance Party which has received a share of the relevant Sharing Payment pursuant to Clause 26.2 (*Redistribution of payments*) shall, upon request of the Facility Agent, pay to the Facility Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is

necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay); and

- (b) that Recovering Finance Party's rights of subrogation in respect of any reimbursement shall be cancelled and the Borrower will be liable to the reimbursing Finance Party for the amount so reimbursed.

26.5 Exceptions

- (a) This Clause 26 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the Borrower.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
 - (i) it notified that other Finance Party of the legal or arbitration proceedings; and
 - (ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice, and did not take separate legal or arbitration proceedings.

SECTION 10
ADMINISTRATION

27. PAYMENT MECHANICS

27.1 Payments to the Facility Agent

- (a) On each date on which the Borrower or a Lender is required to make a payment under a Finance Document, the Borrower or Lender shall make the same available to the Facility Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Facility Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre in a Participating Member State or London) other than a Non-Cooperative Jurisdiction with such bank as the Facility Agent specifies.

27.2 Distributions by the Facility Agent

Each payment received by the Facility Agent under the Finance Documents for another Party shall, subject to Clause 27.3 (*Distributions to the Borrower*) and Clause 27.4 (*Clawback*), be made available by the Facility Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Facility Agent by not less than five (5) Business Days' notice with a bank in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London), other than a Non-Cooperative Jurisdiction.

27.3 Distributions to the Borrower

The Facility Agent may (with the consent of the Borrower or in accordance with Clause 28 (*Set-off*)) apply any amount received by it for the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents, or in or towards purchase of any amount of any currency to be so applied.

27.4 Clawback

- (a) Where a sum is to be paid to the Facility Agent under the Finance Documents for another Party, the Facility Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) If the Facility Agent pays an amount to another Party and it proves to be the case that the Facility Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Facility Agent shall on demand refund the same to the Facility Agent together with interest on that amount from the date of payment to the date of receipt by the Facility Agent, calculated by the Facility Agent to reflect its cost of funds.
- (c) If the Facility Agent is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders, then if and to the extent that the Facility Agent does so, but it

proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:

- (i) the Facility Agent shall notify the Borrower of that Lender's identity and the Borrower shall on demand refund it to the Facility Agent; and
- (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower, shall on demand pay to the Facility Agent the amount (as certified by the Facility Agent) which will indemnify the Facility Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

27.5 Partial payments

(a) If the Facility Agent receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under the Finance Documents, the Facility Agent shall apply that payment towards the obligations of the Borrower under the Finance Documents in the following order:

- (i) **first**, in or towards payment pro rata of any unpaid fees, costs and expenses of the Facility Agent or the Arrangers under the Finance Documents;
- (ii) **secondly**, in or towards payment pro rata of any accrued interest, fee or commission due but unpaid under this Agreement;
- (iii) **thirdly**, in or towards payment pro rata of any principal due but unpaid under this Agreement; and
- (iv) **fourthly**, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.

(b) The Facility Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (iv) above.

(c) Paragraphs (a) and (b) above will override any appropriation made by the Borrower.

27.6 Impaired Agent

(a) If, at any time, the Facility Agent becomes an Impaired Agent, the Borrower or a Lender which is required to make a payment under the Finance Documents to the Facility Agent in accordance with Clause 27.1 (*Payments to the Facility Agent*) may instead either pay that amount direct to the required recipient or pay that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of "**Acceptable Bank**", and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Borrower or the Lender making the payment, and held for the benefit of the Party or Parties beneficially entitled to that payment under the Finance Documents. In each case, such payments must be made on the due date for payment under the Finance Documents.

(b) All interest accrued on the amount standing to the credit of the account shall be for the benefit of the beneficiaries of that account pro rata to their respective entitlements.

- (c) A Party which has made a payment in accordance with this Clause 27.6 shall be discharged of the relevant payment obligation under the Finance Documents and shall not bear any credit risk with respect to the amounts standing to the credit of the account.
- (d) Promptly upon the appointment of a successor Facility Agent in accordance with Clause 24.12 (*Resignation of the Facility Agent*), each Party which has made a payment to an account in accordance with this Clause 27.6 shall give all requisite instructions to the bank with whom the account is held to transfer the amount (together with any accrued interest) to the successor Facility Agent for distribution in accordance with Clause 27.2 (*Distributions by the Facility Agent*).
- (e) If, at any time, the Facility Agent becomes an Impaired Agent, the Company may (and will, upon request by the Majority Lenders), for so long as the Facility Agent is an Impaired Agent, provide directly to the Lenders a list of all the Lenders (provided that in no event shall the failure of that list to be correct and up to date be an Event of Default).
- (f) Any payment made by the Borrower to the Facility Agent:
 - (i) whilst not actually being aware of the fact that, at the time of such payment, the Facility Agent is an Impaired Agent, shall fully discharge the payment obligation of the Borrower up to an amount of such payment; and
 - (ii) whilst actually being aware of the fact that, at the time of such payment, the Facility Agent is an Impaired Agent, shall not discharge the payment obligation of the Borrower with respect to the amount of such payment unless and until any such amounts are actually received by the Finance Party (other than an Impaired Agent) to whom such amounts are payable (and any such discharge shall occur only to the extent of the amounts actually received by such Finance Party).
- (g) Any payment made by the Borrower to an Acceptable Bank pursuant to paragraph (a) above:
 - (i) whilst not actually being aware of the fact that, at the time of such payment, an Insolvency Event has occurred and is continuing in relation to such Acceptable Bank, shall fully discharge the payment obligation of that Borrower up to the amount of such payment; and
 - (ii) whilst actually being aware of the fact that, at the time of such payment, an Insolvency Event has occurred and is continuing in relation to such Acceptable Bank, shall not discharge the payment obligation of the Borrower with respect to the amount of such payment unless and until any such amounts are actually received by the Finance Party (other than, if applicable, such Acceptable Bank in its role as Acceptable Bank and not in its role as Finance Party) to whom such amounts are payable (and any such discharge shall occur only to the extent of the amounts actually received by such Finance Party).

27.7 No set-off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

27.8 Business Days

- (a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement, interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

27.9 **Currency of account**

- (a) Subject to paragraphs (b) to (e) below, the Base Currency is the currency of account and payment for any sum due from the Borrower under any Finance Document.
- (b) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated on its due date.
- (c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.
- (d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (e) Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

27.10 **Change of currency**

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Facility Agent (acting reasonably and after consultation with the Company); and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Facility Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent that the Facility Agent (acting reasonably and after consultation with the Company) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

27.11 **Date of Payment**

If a Finance Document does not set out the due date of a payment, such payment will be deemed due five (5) Business Days following a payment request delivered by the relevant Finance Party.

28. **SET-OFF**

A Finance Party may set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. That Finance Party shall promptly notify the Borrower of any such set-off or conversion.

29. NOTICES

29.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

29.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of the Company, that identified with its name below;
- (b) in the case of each Lender, each Coordinator, each Mandated Lead Arranger and Bookrunner, each Mandated Lead Arranger and each Lead Arranger, that notified in writing to the Facility Agent on or prior to the date on which it becomes a Party; and
- (c) in the case of the Facility Agent, that identified with its name below,

or any substitute address, fax number or department or officer as the Party may notify to the Facility Agent (or the Facility Agent may notify to the other Parties, if a change is made by the Facility Agent) by not less than five (5) Business Days' notice.

29.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

- (i) if by way of fax, when received in legible form; or
- (ii) if by way of letter, when it has been left at the relevant address or five (5) days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 29.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Facility Agent or the Borrower will be effective only when actually received by the Facility Agent or the Borrower, and then only if it is expressly marked for the attention of the department or officer identified with the Facility Agent's or the Borrower's signature below (or any substitute department or officer as the Facility Agent or the Borrower shall specify for this purpose).
- (c) All notices from or to the Borrower in any capacity shall be sent through the Facility Agent.
- (d) Any communication or document made or delivered to the Company in accordance with this Clause will be deemed to have been made or delivered to the Borrower.

29.4 Notification of address and fax number

Promptly upon receipt of notification of an address and fax number or change of address or fax number pursuant to Clause 29.2 (*Addresses*), or changing its own address or fax number, the Facility Agent shall notify the other Parties.

29.5 **Electronic communication**

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail (it being specified that, in order to comply with German banking law, the Borrower acknowledges that emails can be sent in unencrypted form) or other electronic means, to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two Parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five (5) Business Days' notice.
- (b) Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received in readable form, and in the case of any electronic communication or document made or delivered by a Party to the Facility Agent only if it is addressed in such a manner as the Facility Agent shall specify for this purpose.
- (c) Any electronic communication or document which becomes effective, in accordance with paragraph (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.
- (d) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 29.5.

29.6 **English language**

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Facility Agent, accompanied by a certified English translation and, in this case, the English translation will prevail. It being specified however, that constitutional, statutory or other official documents will not have to be translated.

29.7 **Communication when Facility Agent is an Impaired Agent**

If the Facility Agent is an Impaired Agent the Parties may, instead of communicating with each other through the Facility Agent, communicate with each other directly and (while the Facility Agent is an Impaired Agent) all the provisions of the Finance Documents which require communications to be made, or notices to be given, to or by the Facility Agent shall be varied so that communications may be made, and notices given, to or by the relevant Parties directly. This provision shall not operate after a replacement Facility Agent has been appointed.

29.8 **USA Patriot Act**

Each Lender that is subject to the requirements of the USA Patriot Act hereby notifies the Borrower that, pursuant to the requirements of the USA Patriot Act, such Lender is required to obtain, verify

and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the USA Patriot Act.

30. **CALCULATIONS AND CERTIFICATES**

30.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are prima facie evidence of the matters to which they relate.

30.2 **Certificates and Determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

30.3 **Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 (three hundred and sixty) days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice.

31. **PARTIAL INVALIDITY**

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

32. **REMEDIES, WAIVERS AND HARDSHIP**

32.1 **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and, subject to Clause 32.2 (*No hardship*) not exclusive of any rights or remedies provided by law.

32.2 **No hardship**

Save as otherwise provided for in this Agreement, each Party hereby agrees to bear the risk of the occurrence of any unforeseeable change in circumstances which will render the performance of its obligations under the Finance Documents excessively onerous. As a result, each Party hereby acknowledges that the provisions of article 1195 of the French *Code civil* shall never apply to it with respect to its obligations under the Finance Documents and that it shall not be entitled to make any claim (whether to renegotiate and/or request the courts to revise or terminate any Finance Document) under article 1195 of the French *Code civil*.

33. AMENDMENTS AND WAIVERS

33.1 Required consents

- (a) Subject to Clause 33.2 (*Exceptions*), any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Borrower, and any such amendment or waiver will be binding on all Parties.
- (b) The Facility Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 33.

33.2 Exceptions

- (a) Subject to Clause 33.5 (*Replacement of Screen Rate*) and paragraph (b) below, an amendment or waiver that has the effect of changing or which relates to:
 - (i) the definitions of "Majority Lenders" and "Super Majority Lenders";
 - (ii) an extension to the date of payment of any amount under the Finance Documents;
 - (iii) a change to the Borrower;
 - (iv) any provision which expressly requires the consent of all the Lenders;
 - (v) Clause 2.3 (*Finance Parties' rights and obligations*), Clause 7.1 (*Mandatory prepayment – Illegality*), 7.3 (*Mandatory prepayment – Completion of the Distribution*), paragraph (f) of Clause 7.13 (*Restrictions*), Clause 20.11 (*Sanctions*), Clause 22 (*Changes to the Lenders*), Clause 26 (*Sharing among the Finance Parties*), this Clause 33, Clause 38 (*Governing law*) or Clause 39 (*Enforcement*);
 - (vi) any change in the currency of the principal amount or interest in respect of a Loan;
 - (vii) a reduction in the Applicable Margin (other than as contemplated in the definition of "Applicable Margin") of a Loan or a reduction in the amount of any payment of principal, interest, fees or commission payable to a Lender under the Finance Documents; or
 - (viii) an increase in, or an extension of (other than as permitted under Clause 6.4 (*Extension option for Facility A*), Clause 6.5 (*Extension option for Facility B*) or Clause 2.2 (*Increase*)), the amount of any Commitment or any Availability Period or any requirement that a cancellation of Commitments reduces the Total Commitments of the Lenders rateably under the relevant Facilities,shall not be made without the prior consent of all the Lenders.
- (b) Any amendment or waiver that has the effect of changing or which relates to Clause 7.5 (*Mandatory prepayment – proceeds*) or Clause 7.6 (*Application of mandatory prepayments and cancellations*) shall not be made without the consent of the Super Majority Lenders.
- (c) Any amendment or waiver which relates to the rights or obligations of the Facility Agent, the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers or the Lead Arrangers shall not be made without the consent of the Facility Agent, the Coordinators,

the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arranger or the Lead Arrangers respectively.

33.3 Replacement and/or prepayment of a Lender

(a) If:

- (i) any Lender becomes a Defaulting Lender;
- (ii) the Borrower becomes obliged to repay any amount in accordance with Clause 7.1 (*Mandatory Prepayment – Illegality*) or to pay additional amounts pursuant to Clause 13.1 (*Increased costs*), Clause 12.2 (*Tax gross-up*) or Clause 12.3 (*Tax indemnity*) to any Lender; or
- (iii) any amount payable to any Lender by the Borrower under a Finance Document is not, or will not be (when the relevant corporate income tax is calculated) treated as a deductible charge or expense for French tax purposes for that Borrower by reason of that amount being (A) paid or accrued to a Lender incorporated, domiciled, established or acting through a Facility Office situated in a Non-Cooperative Jurisdiction, or (B) paid to an account opened in the name of, or for the benefit of, that Lender in a financial institution situated in a Non-Cooperative Jurisdiction,

then the Company may (to the extent permitted by applicable law), on 10 (ten) Business Days' prior written notice to the Facility Agent and such Lender:

- (A) in the case of paragraph (i) above, prepay such Lender and/or cancel any Commitments of such Lender; or
- (B) in the case of paragraphs (i) to (iii) above, replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 22 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity which is regularly engaged, in or established for the purpose of, making, purchasing or investing in loans, securities or other financial assets (a "**Replacement Lender**") selected by the Company and which (unless the Facility Agent is an Impaired Agent) is acceptable to the Facility Agent (acting reasonably), which confirms its willingness to assume, and does assume, all the obligations of the transferring Lender (including, without limitation, the assumption of the transferring Lender's participation or unfunded participations (as the case may be) on the same basis as the transferring Lender) in accordance with Clause 22 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Utilisations and all accrued interest, Break Costs and other amounts payable in relation thereto under the Finance Documents. If a Lender is required to transfer rights and obligations pursuant to this Clause 33.3 but fails to do so within ten (10) Business Days of being required to do so, that Lender's Commitment and/or participation shall not be included for the purpose of calculating the Total Commitments or participations under the relevant Facility when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments and/or participations has been obtained in respect of a request for a consent, waiver or amendment of, or in relation

to, any of the terms of any Finance Documents or other vote of Lenders under the terms of this Agreement.

- (b) The replacement of a Lender pursuant to this Clause 33.3 shall be subject to the following conditions:
- (i) the Company shall have no right to replace a Lender which is the Facility Agent;
 - (ii) neither the Facility Agent nor the Lender shall have any obligation to the Borrower to find a Replacement Lender;
 - (iii) in no event shall the Lender replaced under this Clause 33 be required to pay or surrender to such Replacement Lender any of the fees received by such Lender pursuant to the Finance Documents; and
 - (iv) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.
- (c) A Lender shall perform the checks described in paragraph (b)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above, and shall notify the Facility Agent and the Company when it is satisfied that it has complied with those checks.
- (d) On the notice referred to in paragraph (a) above becoming effective, each Available Commitment of the Defaulting Lender shall immediately be reduced to zero.
- (e) The Facility Agent shall, as soon as practicable after receipt of a notice referred to in paragraph (a) above in respect of a Defaulting Lender, notify all the Lenders.

33.4 Disenfranchisement of Defaulting Lenders

For so long as a Defaulting Lender has any Available Commitment, in ascertaining the Majority Lenders or whether any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents, that Defaulting Lender's Commitments will be reduced by the amount of its Available Commitments.

For the purposes hereof, the Facility Agent may assume that the following Lenders are Defaulting Lenders:

- (a) any Lender which has notified the Facility Agent that it has become a Defaulting Lender; or
- (b) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of "Defaulting Lender" has occurred, unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Facility Agent) or the Facility Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

33.5 Replacement of Screen Rate

(a) Subject to Clause 33.2 (*Exceptions*), if a Screen Rate Replacement Event has occurred in relation to any Screen Rate for a currency which can be selected for a Loan, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Benchmark in relation to that currency in place of (or in addition to) the affected Screen Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Benchmark;

(B) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Benchmark;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Facility Agent (acting on the instructions of the Majority Lenders) and the Company.

(b) If any Lender fails to respond to a request for an amendment or waiver described in paragraph (a) above or any other vote of Lenders in relation thereto within 15 Business Days (or such longer time period in relation to any request which the Company and the Facility Agent may agree) of that request being made:

(i) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments under the relevant Facility/ies when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and

(ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

33.6 Excluded Commitments

(a) Subject to paragraph (b) if any Lender fails to respond to a request for a consent, waiver or amendment of or in relation to any term of any Finance Document no later than the date falling fifteen (15) Business Days after the date of that request, or, in relation to any request relating solely to Clause 7.3 (*Mandatory prepayment – Completion of the Distribution*), ten (10) Business Days (or such longer period as is agreed by the Company and notified to the Facility Agent) after

the date of that request, that Lender's Commitment shall not be included for the purposes of calculating the Total Commitments under the relevant Facilities when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments has been obtained to approve that request.

- (b) The provisions of paragraph (a) above shall only apply to any request for a consent, waiver or amendment if such request expressly states that the provisions of this Clause 33.6 (*Excluded Commitments*) are to apply.

33.7 **Completion of the Distribution extension**

The Lenders agree that they will consider in good faith and diligently any consent, waiver or amendment request made by the Company in relation to any technical delay that would be necessary in order for the Company to be able to prepay and cancel the Facilities in accordance with Clause 7.3 (*Mandatory prepayment – Completion of the Distribution*).

34. **CONFIDENTIALITY**

34.1 **Confidential Information**

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 34.2 (*Disclosure of Confidential Information*) and Clause 34.3 (*Disclosure to numbering service providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

34.2 **Disclosure of Confidential Information**

Any Finance Party may, on a need to know basis and without prejudice to the provisions of Article L.511-33 of the *French Code Monétaire et Financier*, disclose:

- (a) to any of its Affiliates and any of its or their officers, directors, employees, professional advisers and auditors such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information, except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
- (b) to any person:
 - (i) to (or through) whom it transfers (or may potentially transfer) all or any of its rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates and professional advisers;
 - (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or the Borrower and to any of that person's Affiliates and professional advisers;

- (iii) appointed by any Finance Party or by a person to whom paragraph (i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (b) of Clause 24.14 (*Relationship with the Lenders*));
- (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (i) or (ii) above;
- (v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
- (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
- (vii) to whom or for whose benefit that Finance Party charges, transfers or otherwise creates Security (or may do so) pursuant to Clause 22.6 (*Security over Lenders' rights*) or effects an assignment or transfer as part of the enforcement of such interest, including to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) to (or through) whom it creates Security pursuant to Clause 22.6 (*Security over Lenders' rights*), and any federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) may disclose such Confidential Information to a third party to whom it transfers (or may potentially transfer) rights under the Finance Documents or the securities issued by the special purpose vehicle in connection with the enforcement of such Security;
- (viii) who is a Party; or
- (ix) with the prior written consent of the Company,

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

- (A) in relation to paragraphs (i), (ii) and (iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except, that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
- (B) in relation to paragraph (iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

- (C) in relation to paragraphs (v), (vi) and (vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information, except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;
- (c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents, including, without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Company and the relevant Finance Party;
- (d) to any of Standard & Poor's Ratings Service, Fitch Ratings Ltd and Moody's Investor Service Limited (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Borrower if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

Any Lender may also disclose the size and term of the Facility and the name of the Borrower to any investor or a potential investor in a securitisation (or similar transaction of broadly equivalent economic effect) of that Lender's rights or obligations under the Finance Documents, subject to such investor or potential investor signing a Confidentiality Undertaking.

34.3 **Disclosure to numbering service providers**

- (a) Any Finance Party without prejudice to the provisions of Article L.511-33 of the French *Code monétaire et financier* may disclose to any national or international numbering service (including the Depository Trust & Clearing Corporation and Euroclear) provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facilities and/or the Borrower the following information:
 - (i) names of the Borrower;
 - (ii) country of domicile of the Borrower;
 - (iii) place of incorporation of the Borrower;
 - (iv) Signing Date;
 - (v) Clause 38 (*Governing law*);
 - (vi) names of the Facility Agent, the Coordinators, the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers and the Lead Arrangers;
 - (vii) amounts of, and names of, each Facility (and any tranches);

- (viii) amount of Total Commitments;
- (ix) currencies of the Facility;
- (x) type of Facility;
- (xi) ranking of Facility;
- (xii) Termination Date for Facility;
- (xiii) changes to any of the information previously supplied pursuant to paragraphs (i) to (xii) above; and
- (xiv) such other information agreed between such Finance Party and the Company,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facilities and/or the Borrower by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) The Company represents that none of the information set out in paragraphs (a)(i) to (a)(xiv) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Facility Agent shall notify the Company and the other Finance Parties of:
 - (i) the name of any numbering service provider appointed by the Facility Agent in respect of this Agreement, the Facilities and/or the Borrower; and
 - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facilities and/or the Borrower by such numbering service provider.

34.4 **Disclosure to financial information agencies**

- (a) Any Finance Party may disclose to any financial information agency such information as may be necessary or desirable limited to:
 - (i) names of the Borrower;
 - (ii) country of domicile of the Borrower;
 - (iii) place of incorporation of the Borrower;
 - (iv) sector and business type of the Borrower;
 - (v) date of this Agreement;
 - (vi) Clause 38 (*Governing law*);
 - (vii) the names of the Facility Agent, the Coordinators, and the Mandated Lead Arrangers and Bookrunners, the Mandated Lead Arrangers and the Lead Arrangers;
 - (viii) amounts of, and names of, the Facilities (and any tranches);
 - (ix) amount of Total Commitments;
 - (x) purpose for which borrowed amounts under the Facilities will be applied;

- (xi) currencies of the Facilities;
- (xii) type of Facilities; and
- (xiii) Termination Date for Facilities,

for the purpose of such financial information agency compiling league table data in relation to transactions and participants.

- (b) The Parties acknowledge and agree that league table data compiled by a financial information agency may be disclosed to users of its service in accordance with the standard terms and conditions of that financial information agency.

34.5 Entire agreement

Without prejudice to the provisions of Article L.511-33 of the French *Code monétaire et financier*, this Clause 34 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

34.6 Inside information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation, including securities law relating to insider dealing and market abuse, and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

34.7 Notification of disclosure

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to promptly inform the Company:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 34.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 34.

34.8 Continuing obligations

The obligations in this Clause 34 are continuing and, in particular, shall survive and remain binding on each Finance Party for period of twenty-four (24) months from the earlier of:

- (a) the date on which all amounts payable by the Borrower under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

34.9 Additional Disclosure Permission

Nothing in any Finance Document shall prevent disclosure of any Confidential Information or other matter to the extent that preventing that disclosure would otherwise cause any transaction

contemplated by the Finance Documents or any transaction carried out in connection with any transaction contemplated by the Finance Documents to become an arrangement described in Part II A 1 of Annex IV of Directive 2011/16/EU.

35. CONFIDENTIALITY OF FUNDING RATES AND REFERENCE BANK QUOTATIONS

35.1 Confidentiality and disclosure

- (a) The Facility Agent and the Borrower agree to keep each Funding Rate (and, in the case of the Facility Agent, each Reference Bank Quotation) confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b), (c) and (d) below.
- (b) The Facility Agent may, without prejudice to the provisions of article L.511-33 of the French *Code monétaire et financier*, disclose:
 - (i) any Funding Rate (but not, for the avoidance of doubt, any Reference Bank Quotation) to the Borrower pursuant to Clause 8.5 (*Notification of rates of interest*); and
 - (ii) any Funding Rate or any Reference Bank Quotation to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Facility Agent and the relevant Lender or Reference Bank, as the case may be.
- (c) The Facility Agent may, without prejudice to the provisions of article L.511-33 of the French *Code monétaire et financier*, disclose any Funding Rate or any Reference Bank Quotation, and the Borrower may disclose any Funding Rate, to:
 - (i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate or Reference Bank Quotation is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or Reference Bank Quotation or is otherwise bound by requirements of confidentiality in relation to it;
 - (ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Facility Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances;
 - (iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings

or disputes if the person to whom that Funding Rate or Reference Bank Quotation is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Facility Agent or the Company, as the case may be, it is not practicable to do so in the circumstances; and

- (iv) any person with the consent of the relevant Lender or Reference Bank, as the case may be.
- (d) The Facility Agent's obligations in this Clause 35 relating to Reference Bank Quotations are without prejudice to its obligations to make notifications under Clause 8.5 (*Notification of rates of interest*) provided that (other than pursuant to paragraph (b)(i) above) the Facility Agent shall not include the details of any individual Reference Bank Quotation as part of any such notification.

35.2 **Related obligations**

- (a) The Facility Agent and the Company acknowledge that each Funding Rate (and, in the case of the Facility Agent, each Reference Bank Quotation) is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Facility Agent and the Borrower undertake not to use any Funding Rate or, in the case of the Facility Agent, any Reference Bank Quotation for any unlawful purpose.
- (b) The Facility Agent and the Borrower agree (to the extent permitted by law and regulation) to inform the relevant Lender or Reference Bank, as the case may be:
 - (i) of the circumstances of any disclosure made pursuant to paragraph (c)(ii) of Clause 35.1 (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
 - (ii) upon becoming aware that any information has been disclosed in breach of this Clause 35.

35.3 **No Event of Default**

No Event of Default will occur under Clause 21.3 (*Other obligations*) by reason only of the Borrower's failure to comply with this Clause 35.

36. **GENERAL DATA PROTECTION REGULATION**

- (a) The Finance Parties undertake to comply with their obligations under the rules applicable to the processing of personal data, in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and the French law n° 78-17 of 6 January 1978 (as modified) as far as French law is applicable to the relevant Finance Party.
- (b) The personal data gathered under this Agreement relate to individuals that are in particular the beneficial owners (shareholders, etc), the legal representatives and the attorneys in fact of the Parties. The data collection and treatment that result hereunder are necessary for the purposes of the performance of the Agreement and the respect of the relevant laws and regulations as well as for the purposes described in the information notices available on the websites mentioned below.

- (c) The Borrower undertakes to inform the individuals mentioned in paragraph (b) above, except the representatives and agents of the Finance Parties, of the personal data protection policy of the Finance Parties.

The information on the treatment of personal data by the Lenders is available on the following websites:

- https://cib.bnpparibas.com/about/privacy-policy_a-38-60.html;
- <https://home.cib.natixis.com/data-protection>;
- <https://multimediafiles.kbcgroup.eu/ng/published/KBCCORP/PDF/ABV/kbc-banque-france-declaration-generale-vie-privee.pdf>;
- <https://www.barclayscorporate.com/general-info/privacy-and-cookies/>;
- <https://www.bbva.fr/fr/general/tratamiento-datos.html>;
- <https://www.bofaml.com/en-us/content/GDPR.html>;
- <https://www.ca-cib.fr/politique-protection-donnees>;
- <https://www.ca-paris.fr/politique-de-protection-des-donnees-personnelles-de-la-caisse-regionale.html#cr>;
- <https://www.cic.fr/fr/informations-legales/protection-des-donnees.html>;
- <https://www.citibank.com/icg/sa/emea-cib-cmo-privacy-statement/index.html>;
- <https://www.commerzbank.de/dataprotection>;
- https://www.groupe-credit-du-nord.com/instit/IPI/cms/multicanal/Contenus/PDF/conformite/politique_protection_donnees/Fichier;
- <https://www.helaba.com/int/about-us/helaba/legal-notice/instructions-in-accordance-with-the-data-protection-regulation-gdpr.php>
- <https://www.hsbc.fr/protection-des-donnees/>;
- <https://www.hvb.de/eu-gdpr-information>;
- <https://www.ing.com/PrivacyStatement.htm>;
- <https://www.Intesasanpaolo.com/it/common/footer/privacy.html>;
- <https://www.jpmorgan.com/content/dam/jpm/structured-products-documents/2021/emea-privacy-policy.pdf>;
- <https://www.lcl.fr/entreprise/politique-protection-des-donnees-entreprise>;
- <https://www.mufgemea.com/governance/>;
- <https://www.santandercib.fr/en/data-protection-policy/>; and
- https://static.societegenerale.fr/com/COM/multi_marche/rgpd-charte-donnees/pdf/politique-protection-donnees-personnelles--eie.pdf.

37. ELECTRONIC SIGNATURE

- (a) This Agreement is signed by the Parties electronically, in accordance with the first sentence of the second paragraph of Article 1367 of the French *Code civil*, by means of an electronic signature creation device provided by DocuSign (the "**Device**"), and constitutes an act in electronic form in accordance with Article 1366 of the French *Code civil*.
- (b) The Parties acknowledge that the Device allows each Party to be in possession or have access to a copy of this Agreement in a durable medium, in accordance with Article 1375 of the French *Code civil*.
- (c) Each Party shall be responsible for keeping an electronically signed copy of this Agreement.
- (d) Consequently, in accordance with Articles 1367 and 1368 of the French *Code civil*, the Parties hereby expressly agree that each Party or its authorized representative can duly execute the Agreement electronically by appending an electronic signature generated through DocuSign's service and acknowledge that such electronic signature carries the same legal value as their handwritten signature. Thus, each of the Parties hereby expressly and irrevocably acknowledges, agrees and accepts that the electronic signature of the Agreement thus produced will be fully valid and enforceable against it and against the other parties.
- (e) Each of the Parties hereby expressly and irrevocably acknowledges, agrees and accepts that this Clause 37 (*Electronic signature*) constitutes an agreement of evidence (*convention de preuve*) within the meaning of Article 1368 of the French *Code civil*.
- (f) Each of the Parties hereby expressly acknowledges and agrees that its signing or the signing by its authorized representative of the Agreement via the abovementioned electronic process is made in full knowledge of the technology implemented, its related terms of use and the applicable electronic signature laws and regulations and, accordingly, hereby irrevocably and unconditionally waives any right such Party may have to initiate any claim and/or legal action, directly or indirectly arising out of or relating to the reliability of said electronic signature process and/or the evidence of its intention to enter into the Agreement.
- (g) Each Party agrees that the provisions of this Clause shall apply *mutatis mutandis* to any other agreement or document executed pursuant to this Agreement if such agreement or document is signed electronically by means of the Device.

SECTION 11
GOVERNING LAW AND ENFORCEMENT

38. GOVERNING LAW

This Agreement is governed by French law.

39. ENFORCEMENT

The *Tribunal de Commerce de Paris* has exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1
THE ORIGINAL LENDERS

Original Lender	Facility A Commitment (€)
BANCO BILBAO VIZCAYA ARGENTARIA S.A., PARIS BRANCH	50,000,000.0
BANCO SANTANDER S.A., PARIS BRANCH	16,000,000.0
BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY	50,000,000.0
BARCLAYS BANK IRELAND PLC	124,000,000.0
BNP PARIBAS	124,000,000.0
CAISSE RÉGIONALE DE CRÉDIT AGRICOLE MUTUEL DE PARIS ET D'ILE DE FRANCE	24,000,000.0
CITIBANK EUROPE PLC	23,000,000.0
COMMERZBANK AKTIENGESELLSCHAFT	146,000,000.0
CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK	32,000,000.0
CRÉDIT DU NORD CENTRE D'AFFAIRES ENTREPRISES LILLE METROPOLE	41,000,000.0
CRÉDIT INDUSTRIEL ET COMMERCIAL	124,000,000.0
CRÉDIT LYONNAIS	26,000,000.0
HSBC CONTINENTAL EUROPE, SOCIÉTÉ ANONYME	27,000,000.0
ING BANK N.V., FRENCH BRANCH	124,000,000.0
INTESA SANPAOLO SPA, PARIS BRANCH	26,000,000.0
J.P. MORGAN SE	50,000,000.0
KBC BANK NV, FRENCH BRANCH	27,000,000.0
LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE	50,000,000.0
MUFG BANK, LTD.	124,000,000.0

Original Lender	Facility A Commitment (€)
NATIXIS SA	85,000,000.0
SOCIÉTÉ GÉNÉRALE	83,000,000.0
UNICREDIT BANK AG	124,000,000.0
Total	1,500,000,000.00

Original Lender	Facility B Commitment (€)
BNP PARIBAS	75,000,000.00
COMMERZBANK AKTIENGESELLSCHAFT	50,000,000.00
ING BANK N.V., FRENCH BRANCH	50,000,000.00
J.P. MORGAN SE	75,000,000.00
NATIXIS SA	50,000,000.00
Total	300,000,000.00

SCHEDULE 2
CONDITIONS PRECEDENT
PART I
CONDITIONS PRECEDENT TO SIGNING

1. Borrower

- (a) A K-bis extract and a non-bankruptcy certificate (as the case may be in electronic form) of the Company, dated not more than 15 days prior to the Signing Date.
- (b) A copy of the *statuts* of the Company.
- (c) Evidence that the person(s) who has signed the Finance Documents on behalf of the Company was duly authorised to sign.
- (d) A copy of a resolution of the *Conseil d'Administration* (board of directors) of the Company approving the terms of the Finance Documents to which it is a party and authorising a specified person or persons to execute any Finance Documents to which it is a party on its behalf.
- (e) A specimen of signature of each person authorised by the resolution referred to in paragraph (c) or (d) above.
- (f) A certificate of an authorised signatory of the Company certifying that each copy document relating to it specified in this Part I of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the Signing Date.

2. Legal opinions

- (a) A legal opinion of Linklaters LLP, legal adviser to the Mandated Lead Arrangers and Bookrunners and the Facility Agent, as to French law substantially in the form distributed to the Original Lenders prior to signing this Agreement.
- (b) A legal opinion of White & Case LLP, legal adviser to the Company as to French law, substantially in the form distributed to the Original Lenders prior to signing this Agreement.

3. Finance Documents

Duly executed Fee Letters.

4. Other documents and evidence

- (a) A copy of the TEG letter duly countersigned by the Company.
- (b) A certificate issued by a representative of the Company detailing the identity, on the date of the Agreement, of all the Material Subsidiaries.
- (c) The Original Financial Statements.
- (d) For information purposes only, a certificate of an authorised signatory of the Company confirming the amount of actual gross debt (including factoring) and the cash position of the Group as at 30 June 2022, including detail of where the debt is incurred within the Group.

- (e) All documents reasonably requested by the Lenders to satisfy know-your customer requirements in respect of the Company.
- (f) A copy of the RCF Waiver Letter executed by the facility agent under the Existing Revolving Facility.
- (g) Evidence that the commitments of the Original Lenders (or their Affiliates) under the Existing Revolving Facility Agreement have been or will immediately upon signing of this Agreement be cancelled in an amount at least equal to their Commitments under Facility A.
- (h) A copy of the Lender Presentation.
- (i) Evidence of payment of all fees, costs and expenses then due and payable from the Company pursuant to Clause 11 (*Fees*), Clause 16 (*Costs and expenses*) or any Fee Letter on or prior to the Signing Date.

PART II
CONDITIONS PRECEDENT TO EACH UTILISATION

In respect of each Utilisation, evidence that fees due and payable in respect of that Utilisation have been or will be paid in accordance with Clause 11 (*Fees*) or any Fee Letter.

SCHEDULE 3
REQUESTS
PART I
UTILISATION REQUEST

From: *Borrower*

To: *[Facility Agent]*

Cc:

Dated:

Atos SE – EUR 1,800,000,000 Facilities Agreement
dated 29 July 2022 (the "Agreement")

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow a Loan on the following terms:

Proposed Utilisation Date:	[_____] (or, if that is not a Business Day, the next Business Day)
Facility to be utilised:	[Facility A]//[Facility B]
Amount:	EUR [_____] or, if less, the Available Facility
Interest Period:	[_____]
3. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.
4. The proceeds of this Loan should be credited to *[account]*.
5. This Utilisation Request is irrevocable.

Yours faithfully

.....

authorised signatory for
Borrower

PART II
SELECTION NOTICE

From: *Borrower*

To: *[Facility Agent]*

Dated:

Atos SE – EUR 1,800,000,000 Facilities Agreement
dated 29 July 2022 (the "Agreement")

1. We refer to the Agreement. This is a Selection Notice. Terms defined in the Agreement have the same meaning in this Selection Notice unless given a different meaning in this Selection Notice.
2. We refer to the following Loans in Euro with an Interest Period ending on [_____]*.
3. We request that the next Interest Period for the above Loan[s] is [_____].
4. This Selection Notice is irrevocable.

Yours faithfully

.....
authorised signatory for
Atos SE

* Insert details of all Loans which have an Interest Period ending on the same date.

SCHEDULE 4
FORM OF TRANSFER AGREEMENT

This Transfer Agreement is made on [_____]

BETWEEN:

[_____] (the "**Existing Lender**"); and

[_____] (the "**New Lender**").

WHEREAS:

- (A) The Existing Lender has entered into a term loan facilities in an aggregate amount equal to EUR [_____] under a facilities agreement dated 29 July 2022, between among others, Atos SE as Company and BNP Paribas as Facility Agent (the "**Facilities Agreement**").
- (B) The Existing Lender wishes to transfer, and the New Lender wishes to acquire, [all] [the part specified in Schedule of this Transfer Agreement] of the Existing Lender's Commitment, rights and obligations referred to in Schedule to this Transfer Agreement.
- (C) Terms defined in the Facilities Agreement have the same meaning when used in this Transfer Agreement.

IT IS AGREED AS FOLLOWS:

- 1. The Existing Lender and the New Lender agree to the transfer (*cession*) of [all] [the part specified in Schedule of this Transfer Agreement] of the Existing Lender's Commitment, rights and obligations referred to in Schedule to this Transfer Agreement in accordance with Clause 22.5 of the Facility Agreement (*Procedure for transfer*).
- 2. The proposed Transfer Date is [_____].
- 3. The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 29.2 (*Addresses*) are set out in Schedule of this Transfer Agreement.
- 4. The New Lender acknowledges the limitations on the Existing Lender's liabilities set out in paragraph (c) of Clause 22.4 (*Limitation of responsibility of Existing Lenders*) of the Facilities Agreement.
- 5. The New Lender confirms, for the benefit of the Facility Agent and without liability to the Borrower, that it is [a Qualifying Lender falling within paragraph [(a)/(b)] of the definition of "Qualifying Lender"]/[a Treaty Lender]/[not a Qualifying Lender] and that it is [not]¹ incorporated or acting through a Facility Office situated in a Non-Cooperative Jurisdiction.

¹ Delete as applicable. Each New Lender is required to confirm whether it falls within one of these categories or not.

6. The New Lender confirms to the other Finance Parties represented by the Facility Agent that it will assume the same obligations to those Parties as it would have been under if it was an Original Lender.
7. This Transfer Agreement is governed by French law. The *Tribunal de Commerce de Paris* shall have jurisdiction in relation to any dispute concerning it.

SCHEDULE

COMMITMENT/RIGHTS AND OBLIGATIONS TO BE TRANSFERRED

[insert relevant details]

[Facility Office address, fax number and attention details for notices and account details for payments.]

[Existing Lender]

[New Lender]

By:

By:

This Transfer Agreement is accepted by the Facility Agent and the Transfer Date is confirmed as
[_____].

[Facility Agent]

By:

SCHEDULE 5
FORM OF COMPLIANCE CERTIFICATE

To: [] as Facility Agent

From: **Atos SE**

Dated:

Atos SE – EUR 1,800,000,000 Facilities Agreement
dated 29 July 2022 (the "Agreement")

1. We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. We confirm that:
 - (a) Operating Margin is: []
 - (b) OMDA is: []
 - (c) the Net Debt is: []
 - (d) the Leverage Ratio is: []

We confirm that no Event of Default is outstanding.

Signed:.....

.....

Chief Financial Officer

Atos SE

SCHEDULE 6

TIMETABLES

"D-" refers to the number of Business Days before the relevant Utilisation Date/the first day of the relevant Interest Period.

	Loans in euro
Delivery of a duly completed Utilisation Request (Clause 5.1 (<i>Delivery of a Utilisation Request</i>))	D-3 10:00 a.m. (Paris time)
Delivery of a duly completed Selection Notice (Clause 9.1 (<i>Selection of Interest Periods</i>))	D-3 9:30 a.m. (Paris time)
Facility Agent determines (in relation to a Utilisation) the Base Currency Amount of the Loan, if required under Clause 5.4 (<i>Lenders' participation</i>) and notifies the Lenders of the Loan in accordance with Clause 5.4 (<i>Lenders' participation</i>)	D-3 1:00 p.m. (Paris time)
EURIBOR is fixed	Quotation Day as of 11:00 a.m. in respect of EURIBOR (Paris time)
Reference Bank Rate calculated by reference to available quotations in accordance with Clause 10.2 (<i>Calculation of Reference Bank Rate</i>)	Quotation Day Noon (Paris time)

SCHEDULE 7
SCREEN RATE CONTINGENCY PERIODS

Screen Rate	Period
EURIBOR	1 Month

SCHEDULE 8
FORM OF INCREASE CONFIRMATION

To: [_____] as Facility Agent and [_____] as the Company, for and on behalf of each Borrower

From: [*the Increase Lender*] (the "**Increase Lender**")

Dated:

Atos SE – € 1,800,000,000 facility agreement
dated 29 July 2022 (the "Facility Agreement")

1. We refer to the Facility Agreement. This is an Increase Confirmation. Terms defined in the Facility Agreement have the same meaning in this Increase Confirmation unless given a different meaning in this Increase Confirmation.
2. We refer to Clause 2.2 (*Increase*).
3. The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Commitment specified in the Schedule (the "**Relevant Commitment**") as if it was an Original Lender under the Agreement.
4. The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment is to take effect (the "**Increase Date**") is [_____].
5. On the Increase Date, the Increase Lender becomes party to the Finance Documents as a Lender.
6. The Facility Office and address, fax number and attention details for notices to the Increase Lender for the purposes of Clause 29.2 (*Addresses*) are set out in the Schedule.
7. The Increase Lender expressly acknowledges the limitations on the Lenders' obligations referred to in paragraph (g) of Clause 2.2 (*Increase*).
8. The Increase Lender confirms, for the benefit of the Facility Agent and without liability to the Borrower, that it is:
 - (a) [a Qualifying Lender (other than a Treaty Lender);]
 - (b) [a Treaty Lender;]
 - (c) [not a Qualifying Lender,]and that it is not incorporated or acting through a Facility Office situated in a Non-Cooperative Jurisdiction.
9. This Increase Confirmation may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Increase Confirmation.
10. This Increase Confirmation is governed by French law. The Tribunal de Commerce de Paris shall have exclusive jurisdiction in relation to any dispute concerning it.

11. This Increase Confirmation has been entered into on the date stated at the beginning of this Increase Confirmation.

The Schedule

Relevant Commitment/rights and obligations to be assumed by the Increase Lender

[insert relevant details]

[Facility office address, fax number and attention details for notices and account details for payments]

[Increase Lender]

By:

This Increase Confirmation is accepted as an Increase Confirmation for the purposes of the Facility Agreement by the Facility Agent and the Increase Date is confirmed as [_____].

Agent:

By:

SCHEDULE 9
FORM OF QUARTERLY REPORTING CERTIFICATE

To: [] as Facility Agent

From: **Atos SE**

Dated:

Atos SE – EUR 1,800,000,000 Facilities Agreement
dated 29 July 2022 (the "Agreement")

1. We refer to the Agreement. This is a Quarterly Reporting Certificate. Terms defined in the Agreement have the same meaning when used in this Quarterly Reporting Certificate unless given a different meaning in this Quarterly Reporting Certificate.
2. Attached as Annex 1 is a file providing:
 - (i) details of the gross debt of the Group (including a reasonable breakdown of that debt including by which members of the Group it is incurred);
 - (ii) the amount of receivables currently included in the factoring program; and
 - (iii) the cash position of the Group as at the end of the financial quarter ending on [],

in each case, as at the end of the [] and based on the unaudited management accounts of the Group for the financial quarter ending on [].

Signed:.....

.....

Chief Financial Officer

Atos SE

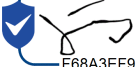
Annex 1

Date of Report :	Cash Template - Schedule xxx	
M)	End XXX - QX 202x	
Estimated Total Gross Cash (1)	A	<input style="width: 100px; height: 15px;" type="text"/>
Estimated Total Gross Debt	B=C+D+E+F+G	<input style="width: 100px; height: 15px;" type="text" value="0"/>
<i>RCF (2)</i>	C	<input style="width: 100px; height: 15px;" type="text"/>
<i>Bank Loans (3)</i>	D	<input style="width: 100px; height: 15px;" type="text"/>
<i>CP (4)</i>	E	<input style="width: 100px; height: 15px;" type="text"/>
<i>Bonds</i>	F	<input style="width: 100px; height: 15px;" type="text"/>
<i>Other debts</i>	G	<input style="width: 100px; height: 15px;" type="text"/>
Estimated Net (Debt) Cash :	A-B	<input style="width: 100px; height: 15px;" type="text" value="0"/>
Estimated Factoring :	H	<input style="width: 100px; height: 15px;" type="text"/>

(1) Cash & Cash Equivalent
 (2) RCF: Revolving Credit Facility
 (3): Term Loan & Bridge to Disposal
 (4) CP: Commercial Papers

TERM FACILITIES AGREEMENT EXECUTION PAGES

The Company

DocuSigned by:

F68A3EF91A214EA.....

By:

For and on behalf of

Atos SE

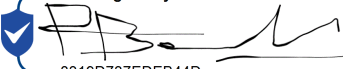
Address: River Ouest 80 quai Voltaire, 95870 Bezons

Attention: Damien Catoir / Nicolas Deruaz


Email: damien.catoir@atos.net / nicolas.deruaz@atos.net

The Coordinators

BNP PARIBAS

DocuSigned by:

..... 8319D737EDEB44D...

By:

DocuSigned by:

..... AC1DD19591A94B5...

By:

J.P. MORGAN SE

DocuSigned by:

..... 2D048473A78D498.....

By:


DocuSigned by:

..... B6AC2D3692E4408.....

By:


The Mandated Lead Arrangers and Bookrunners

BARCLAYS BANK IRELAND PLC


DocuSigned by:
 *Agnieszka Encher*
..... C608C4517F8942C...

By:

BNP PARIBAS


DocuSigned by:
 *[Signature]*
..... 8319D737EDEB44D...

By:

DocuSigned by:
 *SERGE KONCZATY*
..... AC1DD19591A94B5...


By:

CAISSE RÉGIONALE DE CRÉDIT AGRICOLE MUTUEL DE PARIS ET D'ILE DE FRANCE

DocuSigned by:
 *Paulo Mendes Martins*
..... 3AD1BA45FD86493...

By:

COMMERZBANK AKTIENGESELLSCHAFT

DocuSigned by:
 *Fabrice Leistner*
..... C6EE7B17C3A843A...

By:

CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK

DocuSigned by:
 Kristelle Kerfom
.....
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By:

DocuSigned by:

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By:

CRÉDIT DU NORD CENTRE D'AFFAIRES ENTREPRISES LILLE METROPOLE

DocuSigned by:
 Mathieu GUFFROY
.....
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By:

CRÉDIT INDUSTRIEL ET COMMERCIAL

DocuSigned by:
 Guillaume Métrot
.....
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By:

DocuSigned by:

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By:

CRÉDIT LYONNAIS

DocuSigned by:
 Sébastien THOMAS
.....
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By:

ING BANK N.V., FRENCH BRANCH

DocuSigned by:

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DocuSigned by:

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By:

J.P. MORGAN SE

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DocuSigned by:

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By:

MUFG BANK, LTD.

DocuSigned by:

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By:

NATIXIS SA

DocuSigned by:

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By:

DocuSigned by:

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By:

SOCIÉTÉ GÉNÉRALE

DocuSigned by:

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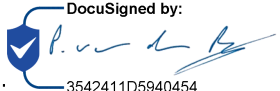
By:

UNICREDIT BANK AG

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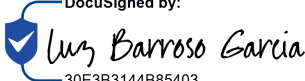
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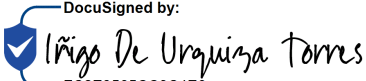
By:

The Mandated Lead Arrangers

BANCO BILBAO VIZCAYA ARGENTARIA S.A., PARIS BRANCH

DocuSigned by:

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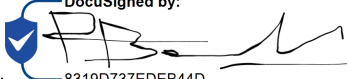
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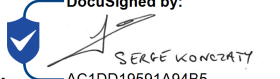
By:

BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY

represented by the Facility Agent

DocuSigned by:

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8319D737EDEB44D.....

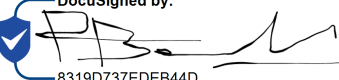
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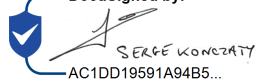
By:

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE

represented by the Facility Agent

DocuSigned by:

.....
8319D737EDEB44D.....


By:

DocuSigned by:

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AC1DD19591A94B5.....

By:

The Lead Arrangers

BANCO SANTANDER S.A.

DocuSigned by:
 Paloma García Castro
..... EFF27CD8437343D...

By:

DocuSigned by:
 Isabel Pastor González del Val
..... 1AFF420E6E46465...


By:

CITIBANK EUROPE PLC


DocuSigned by:
 Thibault Rebol-Hagenauer
..... 47F5647E1C0A428...

By:

HSBC CONTINENTAL EUROPE, SOCIÉTÉ ANONYME


DocuSigned by:
 Louis de Bousquet
..... 117F7C51AA5F471...

By:

DocuSigned by:
 Pierre-Emmanuel Houllier
..... 5C5A3DD143B8430...

By:

INTESA SANPAOLO SPA, PARIS BRANCH


DocuSigned by:
 Alexandre Auzias
..... 4874C8C75F9A4F7...

By:

DocuSigned by:
 Karine Maupier
..... 5C3D7138C6B24A2...

By:

KBC BANK NV, FRENCH BRANCH

DocuSigned by:
 Edward ELNERS
.....
1B921EECA7DC48B...

By:

DocuSigned by:
 Yvon VASSEUR
.....
3039705500C747D...

By:

The Original Lenders

BANCO BILBAO VIZCAYA ARGENTARIA S.A., PARIS BRANCH

DocuSigned by:

..... 30E3B3144B85403...

By:

DocuSigned by:

..... FC2E3565CC8C4E6...

By:

BANCO SANTANDER S.A., PARIS BRANCH

DocuSigned by:

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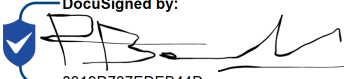
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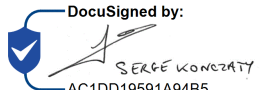
By:

BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY

represented by the Facility Agent

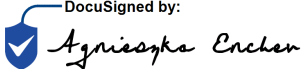
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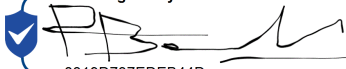
By:

BARCLAYS BANK IRELAND PLC


DocuSigned by:

..... C608C4517F8942C...

By:

BNP PARIBAS

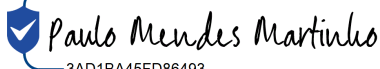
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By:

CAISSE RÉGIONALE DE CRÉDIT AGRICOLE MUTUEL DE PARIS ET D'ILE DE FRANCE

DocuSigned by:

..... 3AD1BA45FD86493...

By:

CITIBANK EUROPE PLC

DocuSigned by:

..... 47F5647E1C0A428...

By:

COMMERZBANK AKTIENGESELLSCHAFT

DocuSigned by:

..... C6EE7B17C3A843A...

By:

CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK


DocuSigned by:
 *kristelle kerforn*
.....2A7DEC994E224E7...

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DocuSigned by:
 *Arnaud*
.....4B3F82DB63F54DB....


By:

CRÉDIT DU NORD CENTRE D'AFFAIRES ENTREPRISES LILLE METROPOLE

DocuSigned by:
 *Mathieu GUFFROY*
.....F2D909A80D654E0.....

By:

CRÉDIT INDUSTRIEL ET COMMERCIAL

DocuSigned by:
 *Guillaume Métrot*
.....6E6AC074E3F7410.....

By:

DocuSigned by:
 *Floriane*
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By:

CRÉDIT LYONNAIS

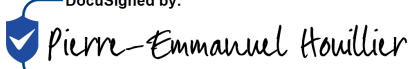
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 **Sébastien THOMAS**
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ING BANK N.V., FRENCH BRANCH

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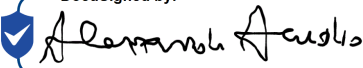
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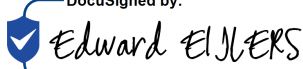
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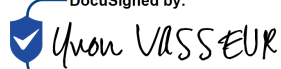
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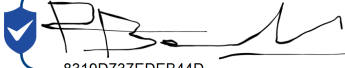
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DocuSigned by:

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By:

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE

represented by the Facility Agent

DocuSigned by:

..... 8319D737EDEB44D...

By:

DocuSigned by:

..... AC1DD19591A94B5...

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MUFG BANK, LTD.

DocuSigned by:

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NATIXIS SA

DocuSigned by:

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SOCIÉTÉ GÉNÉRALE

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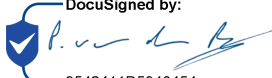
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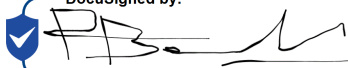
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DocuSigned by:

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By:

The Facility Agent

BNP PARIBAS

DocuSigned by:

..... 8319D737EDEB44D...

By:

DocuSigned by:

..... AC1DD19591A94B5...

By:

Address: CIB AGENCY EMEA

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9 rue du Débarcadère

93500 Pantin (France)

Attention: Alessandro Di Giorgio / Anna Skvarchynska

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