



Deutsche Bank

**Atos SE****EUR Denominated 7y Fixed Rate Negotiable Medium Term Notes (Negotiable European Medium Term Notes – NEU MTN-) due 2026 ("Notes")**

The legally binding terms and conditions will be set out in the here-after mentioned conditions of issue for the Notes (the „**Conditions of Issue**“ or „**Conditions**“). A copy of the Conditions of Issue will be made available upon request by Deutsche Bank Aktiengesellschaft (the „**Bank**“). For this term sheet, the definitions set out in the Conditions of Issue shall apply.

Issuer	: Atos SE., France
Rating of the Issuer	: BBB+ (negative outlook, S&P)
Form of the Instrument	: Negotiable Medium Term Notes (<i>Negotiable European Medium Term Notes – NEU MTN-</i>) governed by French law
Status	: Senior, unsecured, unsubordinated
Documentation Program	: Atos SE NEU MTN EUR 600m dated 04 May 2018
Aggregate Nominal Amount	: EUR 50,000,000
Trade Date	: 9 April 2019
Issue Date	: 17 April 2019
Maturity Date	: 17 April 2026
Pricing spread and yield	: 7y EUR Mid-Swap + 102bps, yield of 1.247%
All-in spread and yield	: 7yr EUR Mid-Swap + 105bps, all-in yield of 1.277%
Purchase price	: 98.988% of the Aggregate Nominal Amount
Net proceeds	: EUR 49,494,166
Rate of Interest	: 1.125% p.a., Act/Act Day Count Fraction, payable annually in arrear on every 17 April in each year (first Interest Payment Date 17 April 2020), Unadjusted Following Business Day Convention
Business Days	: TARGET2
Redemption Price	: 100% of the Aggregate Nominal Amount
Denomination	: EUR 200,000
Minimum Transfer Amounts	: EUR 200,000 or multiples thereof
Form of the Notes	: Notes of the programme are issued in bearer form and recorded in the books of authorized intermediaries (book entry system) in accordance with French laws and regulations.
Taxation Provisions	The Issuer is not committed to indemnify any holder of the NEU MTN in case of taxes which are payable under French law and any foreign law in respect of the principal of, or the interest on, the NEU MTN, except for any stamp or registration taxes payable by the Issuer under French law.
Early Redemption by the Issuer	Only for taxation reasons at the Early Redemption Amount
MIFID II Target Market	Manufacturer target market (MiFID II product governance) is eligible counterparties and professional clients only and all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate, each having (1) at least basic knowledge and/or experience with financial products, (2) a long term investment horizon, (3) asset accumulation as investment objective, (4) the ability to bear losses resulting from interest rate changes and no capital loss bearing capacity if held to maturity (5) a low risk profile.
Issuing and Paying Agent	: SOCIETE GENERALE
Settlement system	: EUROCLEAR France
Status of the Notes	: The NEU MTN shall constitute direct and unsubordinated obligations of the Issuer, and will rank at least pari passu with all other direct, unconditional, unsubordinated and unsecured present or future obligations of the Issuer, subject to such exceptions as may from time to time exist under applicable law.
Governing Law	: French Law
Method of distribution	: Non syndicated
Listing	: Euronext Paris
ISIN	: FR []

Confidential

Payment
Noteholder
Events of default

- Free of delivery, payment via Swift
- Any holder of Note(s)
- Each Noteholder may, upon written notice delivered to the Issuer, copied to the Paying Agent, cause, all but not some only of the Notes to be become immediately due payable at their principal amount together with interest accrued to but excluding the date fixed for early redemption, if the following events shall have occurred and be continuing:
- (a) the Issuer fails to pay on the due date any amount in respect of any Notes and such default is not remedied within fifteen (15) Business Days as from such due date;
 - (b) the Issuer fails to perform any of its other obligations under the Conditions and such default is not remedied within thirty (30) Business Days as from the date of receipt by the Issuer of written notice of such default given by any Noteholder;
 - (c) a default on payment of any of the Indebtedness (as defined below) or of a guarantee of Indebtedness of the Issuer or one of its Material Subsidiaries (as defined below) in an amount equal to at least 20 million euros (or the equivalent in any other currency), on the due date or at the end of any grace period, as the case may be;
 - (d) upon any Indebtedness or of a guarantee of Indebtedness of the Issuer or one of its Material Subsidiaries being declared due and payable in an amount equal to at least 20 million euros (or its equivalent in any other currency) if such Indebtedness or such guarantee of Indebtedness is not repaid or such early termination is not cancelled, on the day of receipt by the Issuer (with copy to the Paying Agent), of the written notice of such default given by any a Noteholder; or
 - (e) any Material Subsidiary requests the appointment of a mandataire ad hoc, becomes subject to a conciliation proceeding (procédure de conciliation), or the Issuer or any Material Subsidiary is subject to judicial liquidation (liquidation judiciaire) or the sale of all of its business or of any other equivalent measure or proceeding.

For the purposes of these Conditions:

"Group" shall mean the Issuer and its Subsidiaries for the time being.

"Indebtedness" means any debt (including in the context of financial lease (credit bail) transactions) arising from the obligation to repay sums borrowed and which gave rise to a contract or any instrument whatsoever. For the avoidance of doubt, "Indebtedness" shall not include supplier credits and intra-Group loans.

"Material Subsidiary" means any Subsidiary (as defined below) (i) whose external revenue represents at least 5 per cent. of the consolidated revenue of the Issuer or (ii) whose total assets represent at least 5 per cent. of the consolidated assets of the Issuer, calculated on the basis of the latest financial statements of the Subsidiary and the latest consolidated financial statements of the Issuer.

"Subsidiary" means any corporate body or entity within the meaning of Article L.233-1 of the French Code de commerce.

Legal Disclaimer

This termsheet and the product information contained herein do not constitute a recommendation for the purchase or sale of the product by the Issuer or the Bank. Each prospective investor will make its investment decision on the basis of its own appraisal and credit assessment of the situation of the Issuer and on the basis of its own tax assessment. The Bank does not assume any responsibility for the suitability of this product for any particular investor. The Notes referred to herein will not be listed on any stock exchange. No sales prospectus has been prepared. Any assignment of an interest in the assignable Notes will only be effective under certain limitations and if certain formalities have been observed, all as set out in the Conditions of Issue. In order to receive the full interest amount investors may need to submit a tax certificate to the Issuer or tax authorities in the home jurisdiction of the Issuer.

FERRER Adrien :



DEWAZ Nicolas :

