

WRITTEN RESOLUTION OF THE MEMBER OF

ATOS ORIGIN IT SERVICES UK LIMITED (Co. No. 01245534)

We, the undersigned, being the sole member for the time being of the above named Company entitled to receive notice of and to attend and vote at general meetings HEREBY PASS the following resolutions, numbers 1 and 2, as ordinary resolutions and number 3 as a special resolution and agree that the said resolutions shall, pursuant to Article 53 in Table A (which Article is embodied in the Articles of Association of the Company) for all purposes be valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

IT IS RESOLVED:

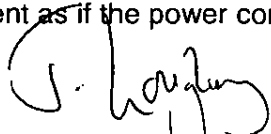
Ordinary Resolution

1. THAT all previous authorisations given by the Company in general Meeting or otherwise pursuant to Section 80 of the Companies Act 1985 ("Act") be and are hereby revoked and the Directors be generally and unconditionally authorised for the purposes of Section 80 of the Act to allot, grant options over, offer, or otherwise deal with or dispose of any relevant securities (as defined in Section 80(2) of the Act) up to a maximum aggregate nominal amount of 7,510,107 for a period expiring on the fifth anniversary of today's date and that the Directors be entitled under the authority conferred by Section 80(7) of the Act and of this Resolution to make at any time prior to the expiry of such authority any offer or agreement which would or might require relevant securities of the Company to be allotted after the expiry of such period.
2. That the authorised share capital of the Company be increased from 20,000,000 to 22,000,781 by the creation of 2,000,781 ordinary shares of £1 each having the rights set out in the Articles of Association of the Company.

Special Resolution

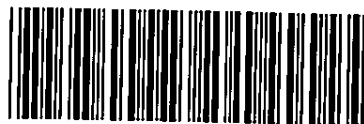
3. THAT the Directors be and are hereby empowered pursuant to Section 95 of the Act to allot up to 7,510,107 ordinary shares of a nominal amount of £1 each in the capital of the Company pursuant to the authority conferred by paragraph 1 above as if Section 80(1) of the Act did not apply to such allotment provided that such power shall expire on the first anniversary of today's date save that the Directors may before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities to such offer or agreement as if the power conferred hereby had not expired

Signed:



Dated 17 December 2008

For and on behalf of
Atos Origin IT Services Limited



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14/01/2009

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COMPANIES HOUSE

Dated 17 December 2008

Atos Origin IT Services Limited (1)
And
Atos Origin IT Services UK Limited (2)

AGREEMENT
Relating to the sale of shares in
Atos Origin IT Services UK Limited

Atos Origin
Legal Dept
4 Triton Square
Regent's Place
London
NW1 3HG

THIS AGREEMENT is made on 17 December 2008

BETWEEN:

(1) **ATOS ORIGIN IT SERVICES LIMITED** (Company number 01240677) whose principal place of business is at 4 Triton Square, Regents Place, London NW1 3HG (**"the Purchaser"**);

and

(2) **ATOS ORIGIN IT SERVICES UK LIMITED** (Company number 01245534) whose registered office is at 4 Triton Square, Regent's Place, London NW1 3HG (**"the Vendor"**)

each a **"party"** and together the **"parties"**.

WHEREAS:

- (a) The Vendor is the beneficial owner of authorised but unissued share capital of Atos Origin IT Services UK Limited, comprising a total of 7,510,107 Ordinary Shares of a nominal value of £1 each (the **"Shares"**);
- (b) The Vendor is a wholly owned subsidiary of the Purchaser; and
- (c) As part of an internal refinancing of the Purchaser's group the Purchaser wishes to purchase and the Vendor has agreed to sell the Shares upon the terms and conditions set out in this Agreement.

AGREEMENT:

1. SALE OF SHARES AND CONSIDERATION

- 1.1 The Vendor will sell and the Purchaser will purchase 7,510,107 Shares with all rights now or hereafter attached thereto in exchange for consideration to a value of £171,352,229
- 1.2 The consideration for such purchase shall be in the form of:
 - (i) in relation to the purchase of 659,794 Shares, an assignment of the sum of £15,054,001 due to the Purchaser from Atos Origin International Limited, as detailed more particularly in clause 1.3 below, payable on demand; and
 - (ii) in relation to the purchase of 6,850,313 Shares, the sum of £156,298,228, the payment of which would be deferred and remain a sum due to the Vendor from the Purchaser payable on demand;in full and final satisfaction of the acquisition.
- 1.3 The Purchaser is legally and beneficially the owner of the right to receive the sum of £15,054,001 due to it by Atos Origin International Limited (**"the Property"**).
- 1.4 The Purchaser hereby assigns in full all rights it may have throughout the world in the Property to the Vendor, together, for the avoidance of doubt, with the right to assign, as consideration for the purchase of 659,794 Shares.

2. COMPLETION

- 2.1 The sale and purchase of the Shares shall be completed immediately upon the signing of this Agreement.
- 2.2 Immediately upon completion the Vendor shall deliver to the Purchaser a duly executed share certificate ("the Certificate") in favour of the Purchaser.
- 2.3 The parties shall do all such acts or things which may be found necessary to implement their respective obligations in full under the terms of this Agreement.

3. GOVERNING LAW

This Agreement shall be governed by English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

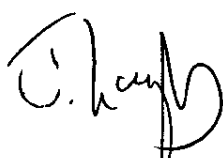
IN WITNESS whereof the Vendor and the Purchaser have executed this Agreement as a Deed the day and year first above written

EXECUTED as a DEED by)
ATOS ORIGIN IT SERVICES)
LIMITED)

Authorised signatory:

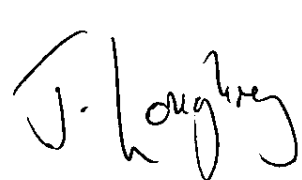


Witness:

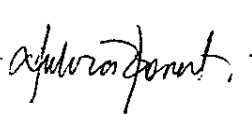


EXECUTED as a DEED by)
ATOS ORIGIN IT)
SERVICES UK LIMITED)

Authorised signatory:



Witness:

FULVIA DONATI
4 TRITON SQUARE 
REGENT'S PLACE
LONDON NW1 3HG