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## CASH POOLING AGREEMENT

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BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

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# CASH POOLING AGREEMENT

This Cash Pooling agreement ("**the Agreement**") is considered a written confirmation of what has been agreed as from [date, year] ("**Effective Date**"),

## BETWEEN

1. [full legal name entity 1], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as "**Cash Pool Leader**" or "**CPL**";

## AND

2. The **Participating Companies** which have signed the act of accession to this Agreement;

Jointly hereinafter referred to as "**Parties**" or individually as a "**Party**"

## PRELIMINARY STATEMENTS

- All Participating Companies which have acceded to and which will accede to this Agreement form a coherent group of legal and economic entities belonging to the [XYZ] group;
- In order to ensure, for each of the Participating Companies, the optimal management of its cash shortfalls or surpluses, the Participating Companies implemented a system to centralise or pool their currency cash flows and entrusted the management thereof to CPL;
- CPL and the Participating Companies agreed moreover, by mutual agreement duly approved by their respective competent bodies, that this pooling system is significantly beneficial for each of them, in particular due to the flexibility of the system and the fact that the conditions determining the return on cash flows generated by the system are the market conditions for equivalent transactions;
- That being said, the Parties wish to determine their respective rights and obligations arising from the pooling system which forms the object of this Agreement;
- To facilitate the implementation and ensure the smooth functioning of the proposed cash pooling arrangement, CPL contacted [insert name bank] (hereinafter "**the Bank**") for the purpose of managing the totality of cash flows generated by the pooling arrangement, an assignment which the Bank accepted at the terms set out in the Bank's International Sweeping and International Pooling Agreements;

week cash flow statements, each Monday or, if a given Monday is not a Business Day for the Participating Company, the next Business Day thereafter, before 15.00 CET.

## **Article 5 Deposits**

### **1.3 Amount of a Deposit**

Each Cash Surplus transferred, as the case may be, directly from an Operating Account or a Secondary Account to the Concentration Account, shall give rise to a claim on the part of the relevant Participating Company against CPL, in an amount equal to the positive difference (if any) between the amount of the Cash Surplus and the amount of any outstanding Advance on that date (hereinafter the "Deposit").

At any time, the Participating Company may (i) request the restitution in whole or in part of the Deposit to cover its Cash Shortfall as indicated in Article 5.2 or (ii) as provided for by Article 2.1.2 to settle by means of delegation a debt to a creditor Participating Company of the group.

The Deposit is booked as a claim recorded in the Analytical Account, as indicated in Article 7 below, on each Business Day. The Deposit may vary to take into account any restitutions that have been made, as indicated in this article, transfers between Participating Companies as provided by Article 2.1.2, a new Cash Surplus, or debit or credit interest.

If, on a given Business Day, the Participating Company has a Cash Shortfall, it shall inform CPL or any person designated by the latter, as provided by Article 3. In this case, CPL shall return the Deposit in whole or in part in order to cover the Cash Shortfall.

Restitution shall be made by debiting the Concentration Account and crediting the Secondary Account by the relevant amount or directly crediting the Operating Account, in the absence of a Secondary Account. The accrued interest on this amount shall be settled on the next Interest Booking Date.

If after such restitution there is a positive difference between the initial Deposit and the returned amounts, the amount of the Deposit shall be equal to this new balance.

### **1.4 Restitution of a Deposit**

It is understood that, except for the purposes of settlements between Participating Companies, as provided by Article 2.1.2, and/or cash flow hedges, the Participating Company shall endeavor insofar as possible not to request restitution of a Deposit.

### **1.5 Return on a Deposit**

Without prejudice to the provisions of Article 7.1, on each Interest Booking Date, as a return on the Deposit, the Calculation Agent, on behalf of CPL, shall record in the Participating Company's Analytical Account the total interest calculated daily on the amount of the Deposit entered in the Analytical Account for each Business Day, based on the Deposit Interest Rate.

This Agreement is commercial in nature. The Parties irrevocably waive any immunity from jurisdiction or execution from which they could benefit with respect to their present or future property.

**1.32 Confidentiality**

Except to the extent permitted by the Agreement, each Party undertakes not to disclose to third parties the content of the Agreement for the duration of its term and for a period of 5 years after its expiry.

**1.33 Implementation and amendment**

The implementation and application of the provisions of the Agreement may give rise to certain adjustments which, without calling into question the overall scheme of the Agreement, facilitate its practical implementation. In this case, these adjustments shall be set out in specific addenda to the Agreement, which must be signed by each Party and which may not modify or alter the financial rights and obligations of the Parties under the Agreement.

In general, the Agreement may only be amended by means of a written addendum signed by each Party.

**Article 19 Applicable law - dispute settlement**

- 1. This Agreement will be governed by and interpreted in accordance with, and subject to, the laws of [country].
- 2. Any disputes arising out of or in connection with this Agreement will be brought exclusively before the courts in [country].

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, TO BE EFFECTIVE AS OF THE EFFECTIVE DATE.**

**[full legal name of legal entity 1]**

**[full legal name of legal entity 2]**

\_\_\_\_\_  
 Signed by  
 Name:  
 Title:  
 Date:

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 Signed by:  
 Name:  
 Title:  
 Date: