



Intellectual Property Policy

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1. PURPOSE

- The purpose of this Intellectual Property Policy ("IP Policy") is to apprise all of Capgemini Group employees about the applicable rules in relation to Intellectual Property;
- Coordinate and regulate the strategy of the Capgemini Group towards IP assets and their associated intellectual property rights ("IPR") as well as their development and protection.



2. SCOPE

This IP Policy applies to all Capgemini Group employees worldwide. It governs all types of IP assets, whether digital or non-digital, and their associated IPR in which the Group has the ownership and/or licensing rights, and the correct use of third parties IPR. Requests for interpretation of this IP Policy are to be addressed to the Group IP Officer.



3. DEFINITIONS

Brand name: means a name and/or a symbol that uniquely identifies a seller's goods or services in the market.

Copyright: means an exclusive right granted to the creator of an original work to use, print, record and distribute the work created, such as written works, photographs, computer programs, music and pictures.

Domain name: means a human-friendly form of World Wide Web addresses (www) commonly used to find a web page or site on the internet.

Intellectual Property (IP): means an intangible asset that results from original creative thought, such as inventions, literary and artistic works, software, programs, web content, tools, processes, names, designs, methodologies, reports and other.

IPR: means rights in IP, including but not limited to Copyright, Patent, Trademark, Domain names and Trade Secret.

IP Solution: means any IP product, accelerator and differentiator created or acquired by Capgemini affiliates to market them at local or global level.

Know-how: means applied technical and trade knowledge, methods, techniques and skill necessary for realizing or carrying out in practice techniques which serve commercial purposes.

Open Source Software (OSS): means a computer program or program in which the source code is made available by the copyright holder to the general public under the terms of a license.

Patent: means an exclusive, temporary and territorial right granted to the inventor, which may be a product or a process that provides, in general, a new way of doing something or offers a new technical solution to a problem.

Software: means any computer program for directing the operation of a computer or processing electronic data. Software is often divided into two categories: source code which is a human readable code and object code which is a machine-readable format. It also includes any related documentation to it.

Trademark: means a distinctive sign, a mark capable of being represented graphically and which is capable of distinguishing the goods or services of one company or person from those of others and may include shape of goods, their packaging and combination of colors.

Trade secret: means any confidential business information, which provides to an enterprise a competitive edge. Trade secrets encompass manufacturing or industrial secrets and commercial secrets.

Third Party-(ies): means any legal entity or individual, which does not belong to Capgemini Group such as clients, partners and suppliers.

4. TYPES OF IPR

a. Brands and Trademarks

Capgemini is the owner of multiple Trademarks and Brand names (collectively "Brands") which include logos, commercial names or slogans that have been developed to identify the methodologies, processes, software or services offered by the Capgemini Group. These Brands can be exclusively used by Capgemini or licensed to another party for use under specific conditions. In the same fashion, Third Party Trademarks should not be used without first obtaining formal permission from the owner of such trademarks.

Capgemini has in place the Group Brand Policy setting forth the rules to ensure and guide all Capgemini employees in the selection, creation and use of a new name likely to become a brand in order to maintain image value and reputation, to strengthen our identity and for internal and external protection.

i. Request for the creation of a new Brand

The creation of any new brand (both locally and globally) has to follow the process stated in Chapter 3 of the Group Brand Policy. The proposal has to be sent to the respective SBU/BU Marketing SPOC who will open a request through the Brand Tool.

The policy of Capgemini is to prefer the creation of descriptive Brand names, which do not require registration and to avoid registering new distinctive trademarks. The creation of any new Trademark has to be approved by the appropriate CEO for local trademarks or Group CEO for global trademarks.

In addition, the creation of logos or slogans (i.e., graphic representation/design), for external or internal use, is forbidden. The creation of specific representations of a Brand name can only be permitted under strict conditions and special approval by the Group Marketing and Communication Team.

ii. Use of Capgemini Brands by Third Parties (Clients/ Suppliers/Partners)

The Group Brand Guidelines for Third Parties gives clear instructions about how a Third Party can use Capgemini Brands, explaining what the authorized and unauthorized usages are and including a specific section on the Capgemini logotype. Any Third Party wishing to use any of Capgemini Brands will have to fill in the Brand Authorization Form in order to request express and prior Capgemini approval. It shall be sent to: brand.fr@capgemini.com.

Similarly, a Third Party's names and logos are owned by such Third Party and cannot be used without its prior written approval, including as a client reference. Even if a Third Party has previously authorized the use of its logo/name, this is normally limited to a specific purpose/event. This is applicable for all types of marketing activities, including conferences, press releases and annual reports.

b. Copyright

i. General

Materials such as documents, software and images created by Capgemini can be protected by copyright. Any such materials under the ownership of Capgemini must be used in accordance with the Copyright Guidelines of Capgemini.

Any new document created by an employee on behalf of Capgemini should include Capgemini's copyright notice:

"Copyright © Capgemini, year".

Any Third Party material not owned by Capgemini (even if it includes materials related to Capgemini – i.e. Gartner reports) is generally protected by copyright and may only be used with the permission of the owner. The usage of any item protected by copyright and owned by a Third Party, without prior approval, may result in IPR infringement by Capgemini and can cause economic and reputational damages for the employee and the organization and in some jurisdictions even in criminal liability.

ii. Software

1. Registration Process

Even though Software is automatically copyrighted by virtue of its creation, the copyright registration of the Software is highly recommended to protect Cappemini's Software creations when possible according to the local applicable law. The Software can be registered in a public or private entity (escrow). It serves as vital evidence of Cappemini's ownership of the Software.

2. Assessment process for new IP Solutions

Each time a new IP Solution is created by Capgemini, the development team needs to fill in the IPR Identification Form and send it to the local Legal Department. This form will help to assess the IP rights of the specific product developed by Capgemini and determine the product's value for further exploitation. It also enables identification and assessment of different aspects of the product such as the name under which the product will be marketed, the Capgemini entity owner of the IP Solution, the open source components used (if any), the creation process of the IP Solution (by Capgemini or in collaboration with Third Parties).

3. Open Source

The Capgemini OSS Policy sets forth an OSS review process that must be followed before using OSS to mitigate the potential risks related to such use. OSS use includes, but it is not limited to, acquiring, developing, copying, executing, installing, modifying, licensing or distributing on behalf of Capgemini any software that contains or is derived from OSS.

If you are considering using OSS internally or externally: first, you need to ensure that the use of the OSS is allowed in the Client contract and, second, you need to check that all OSS components you intend to use are approved and compatible with each other. The Capgemini OSS Policy contains a list of pre-approved open source software and a compatibility table to help in the assessment of the open source software. Once the use of OSS has been approved, the distribution obligations included in the OSS license have to be respected. The Project/Service Manager has the responsibility to ensure that subcontractors also comply with the OSS license. Please refer to the OSS License Chart available in the IP hub, which presents the obligations of the most common open source software.

Incompatibility and non-compliance with the license terms could constitute a breach of contractual terms and/or copyright infringement.

c. Patents

Patent gives the patent owner the exclusive right to practice the invention, a strong protection awarded to a new solution to a technical issue.

If you create a unique, new way of doing things, which is not yet in the market and which can be applied to industrial or commercial use, please refer to the Patent Guidelines and connect with your local legal department to evaluate how to proceed.

The invention needs to be kept secret and confidential until it is patented. Once a patent is issued, however, all the technical details of the invention are published. This means that patent protection is not always the best form of protection for confidential forms of IP. The patenting process can be expensive in many jurisdictions, and therefore needs to be supported by a substantial business case.

5. ASSIGNMENT & LICENSING

Every Capgemini employee must respect and comply with all the terms and conditions under which the works owned by Capgemini or any Third Party (Software, presentations...) are licensed or assigned.

a. To a Third Party

Capgemini considers the protection of its works essential for innovation, creativity and investment.

It is essential for Capgemini to retain ownership of its works to be able to reuse them and to offer a more competitive price to its clients. Therefore, as a general rule, Capgemini will not transfer the ownership of any work created or developed as part of the provision of the services and will grant the client a limited and non-exclusive license to use the works created during the performance of the services as per the terms and conditions to be agreed with the client. Note that if Capgemini transfers the ownership of any work created to a client, Capgemini would not be entitled to use this work any longer (either for internal purposes or to provide services to a client) because it is exclusively owned by the client. By reusing any item created by Capgemini but assigned by contract to a client, Capgemini could be sued by that client for infringement or violation of its newly acquired IP rights.

In addition to the above, Capgemini must ensure that the ownership of its pre-existing IPR (i.e. IPR that Capgemini has developed prior to, or independently from entering into a contract or preforming services for a particular client) must be retained by Capgemini at all time and to be transferred not assigned to a client. Capgemini may, however, provide the client with a limited license (according to the local applicable law) to use that pre-existing IPR to the extent it is incorporated within a deliverable developed or supplied by Capgemini and necessary for the use of it in the ordinary course of client's business.

b. To another Capgemini entity

When a Capgemini entity wants to transfer or license Software owned by it to another Capgemini entity, you must follow the MICA and ISOW process and contact the legal and tax department to assess and confirm the necessary information to be included in the ISOW.

When a Capgemini entity wants to transfer or license a Trademark owned by a Capgemini entity to another Capgemini entity, you have to contact the legal and tax department to assess and confirm the necessary documents to put into place.

c. From a Third Party (i.e. suppliers)

If Capgemini provides clients with Third-Party Software, the local legal department must be consulted to ensure that the licensing terms and conditions of such Third-Party Software are applied to the client (flowed down). In such scenario, Capgemini should inform the client about such licensing terms and the client should expressly agree to them.

d. Divestment of Capgemini IPR

When a Business Unit wants to divest any Capgemini IP, even when it is not part of the Global IP Portfolio (cf 10. Governance), it must be submitted to the IP Board for review prior to confirmation of sale.

The team must confirm the following information: (i) the number of total sales over the past three years; (ii) the number of sales outside of the home unit during the past three years; (iii) the sales pipeline within the home unit; (iv) the sales pipeline outside of home unit; (v) the type of pricing (linear or non-linear pricing); (vi) details of commitments with past and existing customers/agreements with the appropriate action plan to address them; (v) implication of any regulatory compliance; and (vi) it is aligned to a Group priority (cloud, digital, etc.).

6. KNOW-HOW AND TRADE SECRETS

Trade secrets are protected without registration and the protection differs from country to country on the basis of applicable law. Consequently, there is no specified time limit within which the secret may be protected and a Trade secret can be protected for an unlimited period of time. The protection lasts for as long as the information meets the definition of a Trade Secret according to the applicable law (i.e. as long as the information is not generally known or readily accessible). There are, however, some conditions for the information to be considered a Trade Secret. While these conditions vary from country to country, some general standards exist:

- The information must be secret (i.e. it is not generally known among, or readily accessible to, circles that normally deal with the kind of information in question).
- It must have commercial value because it is kept a secret.
- It must have been subject to reasonable steps by the rightful holder of the information to keep it secret (e.g., through confidentiality agreements).

Information considered as a Trade Secret must be disclosed only in exceptional cases as approved by Capgemini and subject to confidentiality agreements.

For more information on trade secrets, please consult our Trade Secret Guidelines.



7. DIGITAL **CHALLENGES**

New business models of delivery of services in the digital world (Internet of Things, cloud etc.) are changing the world for the better, but they also create challenges in terms of managing problems relating to them, exposing the service providers and users to potential misuse of intellectual property rights.

Nowadays it has become possible to "copy and paste" copyrighted works just with a mouse click. This has increased the number of copyright violations as well as made IP rights enforcement more complex. Trademark owners must secure web-monitoring to identify potential trademark infringements in domain names and on internet websites, to keep track of the availability of new domain zones and fight cybersquatting. Also, high tech developers have to mitigate the risk of accidentally infringing patent rights, companies (especially software developers) are forced to acquire rights to "defensive patents" as well as to spend time, effort and financial resources on fighting patent trolling.

Technologies like distributed ledger technologies (including blockchain) will help Capgemini to secure the use, internally, for clients and by third parties, of our IPR and to reduce costs. That is why Capgemini has already established partner agreements with the key players in the world of blockchain service providers, such as R3 and Hyperledger Foundation.

To control and track the distribution of (un)registered Capgemini IPR, transmit payment in real-time to IP owners, license copyrights among authors-owners-users and stop infringers in a more time-effective way are some of the possibilities of this technology that Capgemini is exploring.



8. EMPLOYEES

a. Ownership of employees' creations

As a general rule, all forms of work created by a Capgemini employee individually or conjointly within the scope of his/ her employment shall be owned by the employer. So, when you create a work (i.e. document, software) as a Capgemini employee, Capgemini shall be the owner of your work. Depending on the terms of the local applicable law and the specific contract with the client, the ownership can be transferred or licensed to the client. As you may expect, Capgemini's objective is to keep its rights to the works it develops while authorizing (i.e. licensing) its use to the client.

Capgemini resources (laptop, software, documents) can only be used to develop or create work related to your employment. If you create any work outside your working hours which is not related to your employment contract using Capgemini resources, the creations will be considered by Capgemini exclusive Capgemini property, subject to applicable law.

You cannot use work created by you outside your employment contract when delivering services or working as a Capgemini employee without prior written authorization of Capgemini. If you do so, and subject to the applicable law, Capgemini deems that you automatically grant Capgemini a worldwide, for the maximum term permitted by the applicable law, royalty free right to use, reproduce, distribute and modify such work and any other rights permitted under applicable law for internal and external respective purposes.

b. Use of non-authorized Software

Any existing Software is protected by Copyright, being necessary is the corresponding license to be able to use it. Therefore, no employee may install or download Third Party Software without the prior authorization of Capgemini.

The terms and conditions of the said license must be reviewed and validated by the local legal department before the installation of the Software and prior approval of the appropriate IT department.

Under no circumstances may any Capgemini employee install Software created by him/herself outside the framework of the employment relationship without the prior written authorization of Capgemini.

If you want to use different systems, applications, platforms and tools from the ones approved by the Capgemini Group, please contact your local IT department. Security requirements must be identified and approved upon, prior to the implementation or development of any non-standard new tool. Bear in mind that, for all Software used within the Capgemini Group, software licensing must be in place and regular auditing will be done.

c. Collaboration with external communities

The use of social platforms could imply important risks for Capgemini and requires great attention by you.

The Capgemini Social Media Guidelines govern the use of social channels and must be followed every time you interact through social media. The Yammer Usage Policy is also relevant.

In particular, you must always protect clients' and suppliers' confidential and other proprietary information and make sure any reference to clients, partners and suppliers does not violate any non-disclosure obligations.

Don't disclose information about colleagues or other persons, misuse their personal data, or publish their photos without their permission.

9. IPR INFRINGEMENTS

IP infringement generally means any breach of IPR. IP rights such as patents, copyrights, trademarks and other rights are infringed when an exclusive right of the owner of an IP is used, copied or otherwise exploited without having the proper permission.

i. Consequences of IPR Infringements

As a consequence of IPR infringement, your civil or criminal liability may be entailed. That means if you infringe IPR you can be subject to civil sanctions as prohibition to continue infringing IPR, seizure and destruction of the infringing products, payment of compensation but also to criminal sanctions as fine and jail sentence.

ii. Infringements of Capgemini's IPR

If you are aware of an infringement of Capgemini's IPR you must immediately inform your local or regional General Counsel or the Group IP Officer and provide all the relevant documentation to activate the internal process according to section 9.3 of the Blue Book with the aim to protect and to enforce Capgemini's IPR and to combat the threat of IP infringements.



10. TRAINING

In order to provide guidelines on how to deal with intellectual property rights in your day-to-day work and educate on the risks of infringement, the IP legal community has developed an IPR e-Learning Course "Understanding IPR" focusing on the basic IP concepts necessary for our activities, such as trademarks, copyright and patents.

In addition, Capgemini's legal department conducts courses for Capgemini's Business Units to explain in depth the key points to be considered regarding IPR in specific areas such as delivery, sales, marketing, among others (including the use of Third Party Software / OSS).



11. GOVERNANCE

Capgemini has in place two different governance bodies to control, authorize and implement the rules and principles stated in this Policy.

a. IP Board

The IP board is the governance model to manage decisions about important investments in new IP Solutions and the entry of solutions into the IP Catalog.

Submission of a new IP solution to the IP Board is triggered by two thresholds:

- · For information: when solution development is expected to consume more than 200-person days or € 120,000
- · For decision: when solution development is expected to consume more than 500-person days or € 300,000

Below these thresholds the process is managed at local level, involving the legal department as necessary.

The IP Catalog includes the list of products (around 30) created by Capgemini affiliates or acquired by Capgemini with the intention to market them at local or global level. These products have been divided in four different types: IP Products, IP Accelerators, Embedded IP and Differentiators. The process of selling an IP Solution as part of the IP Catalog has to be approved by the IP Board, or if a meeting cannot be held in the appropriate timeline, by the Director of the IP &Ready2Series Program, the IP Solution Owner and the Group IP Officer.

b. IP Community

The IP Community is managed by the Group IP Officer with local IP experts in different geographies ("IP Officers"). The IP Officer is the local lawyer with deep knowledge and expertise in the field of IPR. He/she is the legal expert and main contact point to handle IP matters and to develop IP initiatives and awareness at Group and local level. For any IPR matter, please refer to your local IP Officer:

https://talent.capgemini.com/global/pages/hubs/ global_functions/leg/intellectual_property/ipr_legal_team/



12. INTERNAL RULES

Capgemini has defined, as part of its internal rules, a set of mandatory guidelines to be followed when dealing with IPR matters. In this chapter you will find the summary of the key ones and the relevant links to the corresponding URLs. For additional information, you can go to the web page of the CCNG by clicking the following link:

http://talent.capgemini.com/media_library/Medias/Legal/ CCNG_Business_Version_31_March_2014.pdf

a. Blue book

The aim of the Blue Book is to establish a range of commonly adopted principles, values, policies and processes for the entire Capgemini Group, and it applies to all Capgemini employees.

Among other principles, the Blue Book establishes the IPR principles of the Group, in particular that all employees must respect the intellectual property rights of our clients, competitors, business partners and suppliers and must protect the validity and integrity of all intellectual property rights belonging to our Group.

For additional information, you visit the web page of the Blue Book by clicking the following link:

http://talent.capgemini.com/global/pages/about_us/our_ group/ethicsandcompliance/policies__guidelines/policies/ blue_book_intro/

b. Contract Clauses Negotiating Guide (CCNG)

The CCNG establishes the contract negotiation guidelines for client contract, including for IP matters. Its objective is to ensure, as far as reasonably possible, the retention of Capgemini IPR and know-how within the Group, and the proper use of Third Party products including OSS. This is intended to avoid "reinventing the wheel" for each project and to be able to reuse what has been previously done, and thus to be able to offer a more competitive pricing solutions to our Clients.

c. Audits by a Third Party

When a Third Party vendor requires an audit of the use of its Software by any of our Capgemini entities, we need to follow the process stated below:

- Vendor request must be forwarded to Procurement team (who's accountable) and Legal IP Officer (for information);
- Procurement team will request Group IT / Asset Owner (the technical person in charge of the asset) to provide compliance report;
- · Legal shall be involved before sending any written communication to vendor (including emails);
- Procurement and Group IT Region/Asset Owner shall agree remediation plan in case of exposure;
- Procurement team will advise if HR or Legal should be involved.
- Group IT / Asset Owner will update regularly Global Asset Management team about the process status
- Procurement & Asset Owners shall update audit tracker in a regular basis.

Bear in mind that:

- any settlement agreement shall be checked by Legal prior signature/sending to vendor.
- audits shall be kept local as much as possible

You can find the contact details below:

- IT => https://talent.capgemini.com/global/pages/hubs/ global_functions/group_it/who_we_are/
- Procurement => https://talent.capgemini.com/ competitiveness/pages/procurement/who_we_are/

d. Domain names

A Domain Name is registered for two main purposes i) securing a Domain Name so that it is not used by any competitor; and (ii) microsite creation.

Website addresses, specific URL and Domain name registration requests must be submitted to the Group Web Manager when considering the creation of any new domain name. Without his/her approval, you cannot create any new Domain name.

As a general rule, Capgemini does not promote the registration of new Domain Names

e. IP Hub - Rulebook

On this internal website, you can find templates to be used for the production of videos, documents/slides and for internal websites. It can be accessed in the following web site:

http://talent.capgemini.com/global/pages/hubs/global_functions/leg/intellectual_property/ip_rule_book/

f. Supplier Standards of Conduct

As part of our Supplier's contractual strategy, Capgemini is focused on controlling the Software purchased by Capgemini.

This control shall imply (i) a careful review of suppliers' proposal by the business team in order to ensure the technical compatibility of the Software with the overall solution; (ii) a careful review by the local legal department of the Software license terms and conditions in order to avoid any IP Third Party infringement; (iii) the right to audit the supplier.

In addition, Capgemini imposes in agreements with its suppliers' clauses that (i) obligates them to guarantee that the Software does not infringe any Third Party IPR; (ii) imposes on them the obligation to indemnify Capgemini for any Third Party claim related with the infringement by the supplier's Software of the IPR of any Third Party; (iii) and obligates them to obtain for Capgemini the right to continue using the allegedly infringing Software or to modify it so it becomes non-infringing, or if such remedies are not available, refund to Capgemini the purchase price of the Software.

g. Use of internet

It is important to remember that all the material that can be found in the webs may be subject to copyrights (not only Software but also photos, articles, images, etc.). Therefore, it is strictly prohibited in Capgemini to download, copy or use such materials without prior analysis and validation of its licensing terms by the local legal department.



13. DO's & DONT's

DO'S

DO ensure that any third party wishing to use any of Capgemini Brands fills in the Brand Authorization Form to request Capgemini's prior approval.

DO ensure that you follow the Open Source Policy when considering using OSS.

DO make sure that if Capgemini provides clients with third party software, the local legal department is involved to guarantee that the license terms and conditions are flowed down to the client.

DO include the copyright notice: "Copyright © Capgemini. Year. All rights reserved" when creating any document as Capgemini employee.

DO bear in mind that ideas are not registrable only tangible assets can be registered. Please contact the local IP Officer to decide if a new solution can be protected by patent, copyright, trademark rights or as a trade secret.

DO fill in the IPR Identification Form and send it to the local Legal Department to assess the intellectual property rights to a new product developed by Capgemini.

DO follow the Cappemini Social Media Guidelines every time you interact with platforms or contents in your capacity as Capgemini employee.

DON'TS

DON'T use client logos in presentations/proposals/ posters/ or any other documentation without having their written approval.

DON'T use a new name for the work you create (process, methodology, tool, etc.) without checking the availability of the name through the Brand tool to avoid infringing third party rights.

DON'T use OSS without previously checking that the contract with the corresponding client permits to do so and if applicable, that all the OSS components to be used are approved and compatible among each other.

DON'T download from internet or install materials (including photos, drawings, etc.) or Software without ensuring you have the necessary rights to do so. If you want to use different applications, platforms and tools from the ones approved by Capgemini Group, please, contact your local IT department.

DON'T transfer IP Rights or Know-how developed and/or owned by Capgemini to the clients unless it is exceptionally approved in accordance with the CCNG. Please ensure that legal department is previously involved before licensing and/or transferring any IPR to the clients.

DON'T disclose, in any form, information considered as Trade secret without the previous appropriate Capgemini approval and the corresponding confidentiality agreement reviewed by the Legal Department and signed. Please remember that Trade Secrets can only be disclosed in exceptional circumstances.

DON'T use work created by you outside your employment contract when delivering services or working as Capgemini's employee without prior written authorization of Capgemini.

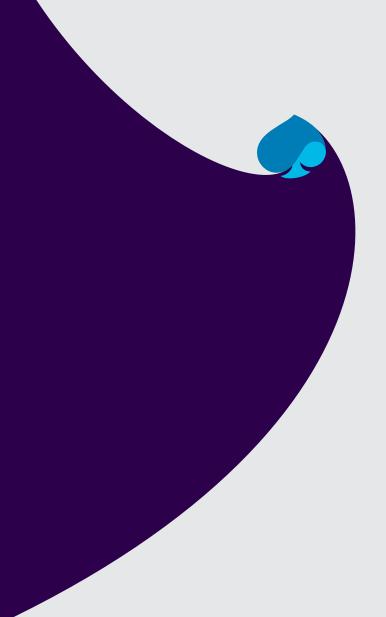
14. CONTACT DETAILS



If you are aware of a violation of any Capgemini IP in any way, or misuse of Third-Party IP within Capgemini, we would appreciate you bringing this to our attention following the internal process stated in section 9 of this Policy.

In any case, if you have any doubt, please contact your local IP Officer or Group IP Officer.





About Capgemini

A global leader in consulting, technology services and digital transformation, Capgemini is at the forefront of innovation to address the entire breadth of clients' opportunities in the evolving world of cloud, digital and platforms. Building on its strong 50-year heritage and deep industry-specific expertise, Capgemini enables organizations to realize their business ambitions through an array of services from strategy to operations. Capgemini is driven by the conviction that the business value of technology comes from and through people. It is a multicultural company of 200,000 team members in over 40 countries. The Group reported 2017 global revenues of EUR 12.8 billion.

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www.capgemini.com