SUMMARY DESCRIPTION OF THE FOURTHEENTH CAPGEMINI S.E. PERFORMANCE AND EMPLOYMENT LINKED SHARES PLAN FOR NON-FRENCH FISCAL RESIDENTS AS OF OCTOBER 6, 2021

PLAN RULES

General Principles

The General Shareholder's Meeting of May 20, 2021 approved the 18th resolution authorizing the Board of Directors of Capgemini SE (the "Company") to grant performance shares to employees of its French and non-French subsidiaries employees and to corporate officers of the Company. The grant of performance and employment linked shares in accordance with Plan Rules (the "Plan") is intended to make it possible for employees contributing to the development of the Company and its subsidiaries (hereinafter collectively referred to as the Group) to acquire shareholder status in the holding company Capgemini SE.

The Board of Directors of the Company, under the authorization granted by the aforementioned 18th resolution, has thus proceeded with a grant of performance and employment linked shares governed by the provisions of Articles L. 225-197-1 et seq. and L. 22-10-59 et seq. of the French Commercial Code and by the present Plan~~.~~.

The main characteristics of this Plan are listed below:

- **Grant date**	- **October 6, 2021**
- Period over which the performance will be measured:	- Over a 3 years' period from Oct 1, 2021 to Sept 30, 2024 (external condition). Over 3 years (2021-2023) for internal conditions
- **Vesting Period**	- **4 years** from Grant date.
- **Vesting Date** (date of ownership)	- **October 8, 2025**
- Vesting conditions and criteria:	- Performance conditions - Effective employment in the Group as of Vesting Date.
- **Compulsory Holding Period** post Vesting Date	- None after Vesting Date
- Shares available for sale or transfer from:	- **October 9, 2025**

This plan concerns the grant of performance and employment linked shares made to non-French fiscal residents. Grantees are liable for respecting all fiscal and tax reporting rules applicable in their country as well as for any legal obligations derived from such a grant.

Banque Transatlantique has been selected as the trustee in charge of the management of this Plan. All necessary information and forms to be used are detailed in the "Grantee Guide"

I – GRANTING OF PERFORMANCE AND EMPLOYMENT LINKED SHARES

1. SHARES GRANTED

Subsequent to the decision of the Board of Directors, each grantee shall be informed by a private letter (Allocation Notice) of the number of performance and employment linked shares granted to him/her and shall receive the Plan.

The grantee will be eligible to acquire this number of shares (new shares and/or existing ones) at the end of the Vesting Period, subject to employment linked requirements and performance criteria as decided by the Board of Directors and set forth herein.

Once shares are vested, the grantee will benefit from all shares' rights (i.e. attending Shareholders Meetings, voting rights and dividend rights). After the Vesting Date, no holding period is being required and each grantee will have the right to sale his/her shares after the Vesting Date.

2. Vesting Period

The Vesting Period is four years from October 6, 2021 to October 8, 2025. Acquisition of the Company shares, if any, by the grantee will be final as of October 8, 2025, subject to the conditions and criteria set forth herein.

3. Performance and employment linked conditions during vesting period

a) External performance condition

- **Calculation mechanism**

The weight of the external performance condition is equal to:

- 35% of the number of shares indicated on the Allocation Notice for GEC and key Group executives
- 15% for all other beneficiaries

The exact number of shares vesting at the end of the Vesting period, will be equal to 35% (GEC and key Group executives) or 15% (other beneficiaries) of the number of shares indicated in the Allocation Notice, multiplied by the percentage of achievement (ranging between zero and 110%) as set forth in the table below. The percentage of achievement will be determined by comparing over a specified period of time, the performance of the Company share value to the average performance of a basket of at least 5 securities of listed companies operating in the same sector as the Group in at least five countries in which the Group is firmly established.

- **Basket composition**

The basket is comprised of the following listed securities and indexes:

Accenture/ Atos/ CGI Group/ Cognizant/ Indra/ Infosys/ Sopra Steria/ Tieto and the CAC 40 and Euro Stoxx Technology 600 indexes.

- **Weighting of the basket**

The weight of each listed security or index in the basket has been determined as follows:

- each listed security/index in the basket is weighted equally.

- **Basket evolution rules**

In the case of operations impacting a security initially included in the basket and the effect of which would cause the security to be delisted, the following substitution mechanism would apply:

The exiting company may be substituted in the basket if appropriate for the same weight by an ad hoc sector index or by an equivalent security of our industry.
-The substitution will be effective at one of the following dates as determined by the Board of Directors of Capgemini SE:

-the Grant date;

-the official announcement of the operation impacting the delisted security;

-the effective delisting date.

-The Board of Directors may also decide to not replace the delisted company.

- **Determination of referential share prices**

-*Capgemini SE share price*: This price will be equal to the average closing rates of the Company share during the month preceding the performance evaluation periods.

-*Basket share prices*: The share price for these securities will be equal for each security included in the basket to the average closing rates of each company share during the month preceding the performance evaluation periods.

- **How does it work?**

The performance will be measured by comparing the share price evolution of the Company to the reference share price of the Company as set at the Grant date at each step described below and by comparing this performance to the same measure at same dates concerning the average share price performance evolution of companies in the basket versus its reference share price.

- No shares will vest if the performance of the Company share is less than the basket performance over the calculation period. The number of shares which vest will be equal to:
  - 50% of 35% (for GEC and key Group executives) or of 15% (for other beneficiaries) of the number of shares initially allocated if the performance of the Company share is at 100% of the basket performance;
  - 100% of 35% (for GEC and key Group executives) or of 15% (for other beneficiaries) of the number of shares initially allocated if the performance of the Company share is equal to 110% of the basket performance;
  - 110% of 35% (for GEC and key Group executives **with the exception of the Capgemini SE Executive Corporate Officers**) or of 15% (for other beneficiaries) of the number of shares initially allocated if the performance of the Company share is at least equal to 120% of the basket performance.

The number of shares that will ultimately vest among the different performance levels will be calculated on a straight-line basis, it being understood that the total percentage of shares that will ultimately vest after determination of all performance conditions, may never exceed 100% of the Initial Allocation.

- **Calculation rules**

The calculation will be made in four steps:

- If, over the first year of calculation (from October 1, 2021 to September 30, 2022), the performance of the Company over the year is at least equal to 100% of the basket performance, one third of 35% (for GEC and key Group executives) or of 15% (for other beneficiaries) of shares indicated in the Allocation Notice will be multiplied by the achievement percentage derived from the effective share performance, as per the calculation described above, and will be definitely granted (subject to employment linked conditions).
- If, over the second year of calculation (from October 1, 2022 to September 30, 2023), the performance of the Company over this period is at least equal to 100% of the basket performance, one third of 35% (for GEC and key Group executives) or of 15% (for other beneficiaries) of shares indicated in the Allocation Notice will be multiplied by the achievement percentage derived from the effective share performance, as per the calculation described above, and will be definitely granted (subject to employment linked conditions).
- If, over the third year of calculation (from October 1, 2023 to September 30, 2024), the performance of the Company over this period is at least equal to 100% of the basket performance, one third of 35% (for GEC and key Group executives) or of 15% (for other beneficiaries) of shares indicated in the Allocation Notice will be multiplied by the achievement percentage derived from the effective share performance, as per the calculation described above, and will be definitely granted (subject to employment linked conditions).

At the end of the third year, a fourth calculation will be performed to evaluate the performance of the Company over the period covering the period going from October 1, 2021 to September 30, 2024, versus the basket performance over the same period date and the achievement percentage will then be applied to 35% (for GEC and key Group executives) or of 15% (for other beneficiaries) of shares initially granted.

- The outcome of this fourth calculation will be compared to the sum of the first three calculations. The exact number of shares awarded to each grantee will ultimately be the highest of these two calculations and can therefore only be known once step four has been achieved.

In due rights, while the number of shares to be granted will be known after the performance period of three years, the shares will only vest and be available at the end of the Vesting Period, subject to employment linked conditions being met. (cf. paragraph 1.3.d).

b) Internal financial performance condition

- **Calculation mechanism**

The weight of the internal financial performance condition is equal to:

- 50% of the number of shares indicated on the Allocation Notice for GEC and key Group executives;
- 70% for all other beneficiaries.

The exact number of shares vesting at the end of the Vesting Period, will be equal to 50% (for GEC and key Group executives) or of 70% (for other beneficiaries) of the number of shares indicated on the Allocation Notice, multiplied by the percentage of achievement (ranging between zero and 110%) of the internal financial performance condition. The percentage of achievement will be measured by the cumulative Organic Free Cash Flow ("**OFCF"**) generated over the years 2021 to 2023.

- **Calculation rules**

On the basis of the audited 2021, 2022 and 2023 results, the performance will be measured by adding the OFCF for each year as measured in the published cash flow of the Group consolidated statements excluding payments made by the Group to cover for the gap of its defined benefits pension schemes. The OFCF is measured as the cash flow from operations less investments made in fixed or virtual assets adjusted from the flows linked to the net financial interests.

  - No shares will vest, for the internal financial performance condition allocation, if the cumulative OFCF over the period is less than 3,900m€
  - 25% (i.e. 50% of 50%) for Executive Directors, GEC and key Group executives or 35% (i.e. 50% of 70%° for other beneficiaries) of initially granted shares will vest if the cumulative OFCF is at 3,900m€
  - 40% (i.e. 80% of 50%) for Executive Directors of initially granted shares will vest if the cumulative OFCF is at 4,200m€
  - 50% (i.e. 100% of 50% for GEC and key Group executives excluding Executive Directors) or 70% (i.e. 100% of 70% for other beneficiaries) of the number of shares initially allocated will be granted if the cumulative OFCF over the period is at 4,200m€.
  - 50% (i.e. 100% of 50%) for Executive Directors of initially granted shares will vest if the cumulative OFCF is at 4,500m€
  - **With the exception of the Capgemini SE Executive Corporate Officers**) the grant will be of 55% (i.e. 110% of 50%) for GEC and key Group executives or of 77% (i.e. 110% of 70%) for other beneficiaries of the number of shares initially allocated if the cumulative OFCF is at least equal to 4,500m€.

The number of shares that will ultimately vest among the different performance levels will be calculated on a straight-line basis, it being understood that the total percentage of shares that will ultimately vest after determination of all performance conditions, may never exceed 100% of the Initial Allocation.

Nb: if the calculation does not generate a whole number, the result will be rounded to the highest closest whole number.

c) CSR performance condition

The exact number of shares vesting to all beneficiaries at the end of the Vesting Period, compared with the total number of shares indicated in the Allocation Notice sent to beneficiaries (Initial Allocation) will be equal to 15% of the number of shares of the Initial Allocation, multiplied by the percentage achievement (ranging between zero and 110%) of the chosen Corporate Social and Environmental performance target based on Group objectives, it being specified that:

- the performance target to be met in order for the shares to vest will be measured (a) for 7.5% based on the evolution over a period of three years of the percentage of women in the Group's Vice-Presidents inflow population whether by external recruitment or internal promotion, published and audited at December 31, 2023 and (b) for 7.5% based on the percentage reduction in greenhouse gas emissions/person published and audited on December 31, 2023 in reference to 2019;
- no shares will vest in respect of the Initial Allocation subject to this CSR performance condition, if the cumulated percentage of women in flow becoming Vice-President within the Group through external recruitment or internal promotion over the period January 1, 2021 to December 31, 2023 is less than 28%

and if the reduction in greenhouse gas emissions/person over the period January 1, 2019 to December 31, 2023 is less than 60%;

- the number of shares that will ultimately vest will be equal to 4.5% (30% of 15%) of the Initial Allocation, if the cumulated percentage of women in flow becoming Vice-President within the Group through external recruitment or internal promotion over the period January 1, 2021 to December 31, 2023 is equal to 28% and if the reduction in greenhouse gas emissions/person over the period January 1, 2019 to December 31, 2023 is equal to 60% in reference to 2019;
- the number of shares that will ultimately vest will be equal to the full amount of this 15% of the Initial Allocation, if the cumulated percentage of women in flow becoming Vice-President within the Group through external recruitment or internal promotion over the period January 1, 2021 to December 31, 2023 is equal to 30% and if the reduction in greenhouse gas emissions/person over the period January 1, 2019 to December 31, 2023 is equal to 70% in reference to 2019;
- **With the exception of the Capgemini SE Executive Corporate Officers**) the grant will be of 16.5% (i.e.110% of 15%) of the number of shares initially allocated if the cumulated percentage of women in flow becoming Vice-President within the Group through external recruitment or internal promotion over the period January 1, 2021 to December 31, 2023 is at least equal to 31.5% and if the reduction in greenhouse gas emissions/person at the end of 2023 is at least equal to 80% in reference to the 2019 base line.

The number of shares that will ultimately vest among the different performance levels will be calculated on a straight-line basis, it being understood that the total percentage of shares that will ultimately vest after determination of all performance conditions, may never exceed 100% of the Initial Allocation.

Determination of the level of achievement or non-achievement of the performance conditions shall be made by the Chief Executive Officer on the recommendation of the Compensation Committee.

Illustration

An employee, who is not a GEC or a key Group executive member is informed of his/her right to 1 000 performance shares as of Grant date.

External condition: Potential grant of 1 000*15%=150

For the **1st step** of the calculation, Company's performance compared to the basket performance was +9,09%. This performance being positive, it generates a grant of 15%*1 000*1/3*(50%+50%*90,9%) =47.7 shares (rounded to 48 shares).

For the **2nd step** of the calculation, the Company performance below the basket performance, and therefore, no shares can be attributed for the second year.

For the **3rd step** of the calculation, Company's performance has been of +2% compared to the basket performance This performance being positive, it generates a grant of 15%*1 000*1/3*(50%+50%*20%) =30 shares.

The potential number of shares after the first 3 steps is therefore, "a minimum", of 48+0+30=78 shares or 52% of the maximum potential of 150 shares (1 000*15%).

At the end of the Vesting Period, a calculation comparing the performance over 3 years is made and this calculation shows that over this period, the Company performance has been of +5.5% compared to the basket performance. This performance generates a right to 1 000*15%*(50%+50%*55%) or 77,5% of 150 shares i.e. 116.25 shares (rounded to 117 shares). This total of 117 shares being superior to the sum of the shares for each year taken separately (78 shares), the final exact number of shares to be granted will be 117 shares and the effective transfer will take place as of Vesting Date subject to employment linked conditions.

Internal financial condition: Potential grant of 1 000*70%=700

The cumulative OFCF generated over the years 2021 to 2023 being above 4500m€, the final grant related to the internal financial condition will amount to 700*110%=770 shares.

CSR condition: Potential grant of 1 000*15%=150

On this part, the percentage of female VP inflows over the 3 years period has reached 29% and the GES/employee ratio has reduced by 80% vs. the 2019 reference. Therefore, the GES reduction indicator has been fully met and even exceeded driving a 7.5%*110%=8,25 share grant, while the VP female target being only reached at 50% implying a grant of (30%+50%*70%) =65%*7.5%=4.875%. Overall, 8,25%+4.875%=13.125%*1 000=132 shares will be granted in relation to the CSR performance.

Synthesis: The final grant to be made as of Vesting Date should be equal to 117+770+132=1 019 shares. However, as this number exceeds the Initial Allocation the final number to be allocated is capped at 1 000 shares.

In the event of a significant modification in the elements and criteria which define the performance conditions, or which enable the determination of their achievement, the Board of Directors may carry out adjustments on the performance conditions which it will deem necessary, in order to alleviate the adverse effects of these significant modifications and enable the implementation of the said conditions. A significant change which might lead to an adjustment of the performance conditions may result from, in particular, a significant change in the accounting standards or a change in the companies making up the external performance panel.

d) Employment linked conditions during Vesting Period

Performance shares will only vest at the end of the Vesting Period, if during this period the grantee has been effectively employed as a regular employee or as a Corporate Officer of the Company or one of its subsidiaries in accordance with article L 225-197-2 of the French Commercial Code.

- **Resignation, Redundancy or Dismissal**

If during the Vesting Period, the grantee informs the Group of his/her decision to resign, or if he/she is notified of his/her dismissal or if he/she is being made redundant, he/she immediately forfeits the rights to acquire the corresponding shares whatever the reason for his/her departure. The grant will not vest and his/her right to the grant shares shall terminate.

In case of resignation, the termination of a grantee's right to shares shall be on the date of the notification from the employee to the Company of his/her decision to resign - or in the case of a Corporate Officer not on a Group company's payroll- on the day the relevant corporate authority takes note of his/her resignation.

In case of dismissal – the termination of a grantee's right to share shall be on the date of the notification from the company to the employee of the decision to dismiss him/her- or in the case of a Corporate Officer not on a Group company's payroll- on the day the relevant corporate authority informs him/her of his/her revocation.

In case of a settlement agreement ending the employment, which is neither a resignation nor a dismissal (nor a removal in the case of a Board member not on a Group company's payroll), the right to vest in these shares shall terminate at the time such agreement is signed.

More generally, any ending of the employment relationship before the end of the Vesting Period, other than in cases mentioned below and in particular cases hereafter, results in an automatic loss of the acquisition right.

- **Suspension**

If during the Vesting Period, the grantee's employment contract is suspended for any reason (sabbatical, parental leave, educational leave…), while the calculation of the rights would take place as indicated above, the acquisition right would be suspended and would only be effective, if the employment contract is restored before the end of the Vesting Period.

Any suspension of the employment contract beyond the term of the Vesting Date leads to the automatic loss of the acquisition right, unless otherwise prohibited by law.

- **Retirement**

If during the Vesting Period, the grantee retires at his/her own initiative or is asked by his/her employer to retire while having reached the legal retirement age based on local governing rules, he/she will continue to benefit from the acquisition right according to the general rules of the Plan.

If such a condition (legal retirement age) does not exist according to local governing rules and becomes therefore void, he/she will continue to benefit from the acquisition right if he/she leaves after the age of 65.

If during the Vesting Period, the grantee retires at his/her own initiative or is asked by his/her employer to retire while not having reached the legal retirement age based on local governing rules or while leaving before the age of 65, the acquisition rights are automatically lost, unless exemption is given by the Chief Executive Officer of the Company.

e) Change of Control during the Vesting period

In case of a change of Control (as defined in the next paragraph) of a Group subsidiary, beneficiaries forfeit their rights to the grant of shares from the effective transfer date to the third party, unless exemption is given by the Chief Executive Officer of the Company. The performance conditions shall remain applicable and the shares will be delivered on the initial term of the Vesting Period.

The "Control" means the direct or indirect ownership of at least 50% of the share capital and/or the voting rights of the related company.

f) Financial transactions on the securities of the Company

In case of a public offer (for cash or securities or buy-out bid), in respect of the securities of the Company during the Vesting Period, the Board of Directors may decide, that the rights to receive the shares shall be finally vested by the beneficiaries, as an exception to the employment conditions stipulated by article 3. The performance conditions shall remain applicable and the shares will be delivered on the initial term of the Vesting Period.

4. PARTICULAR CASES DURING THE VESTING PERIOD

- **Death**

In case of death of a grantee during the period over which the performance is measured, the performance conditions will be deemed to be met and shares will vest entirely. His/her estate may request allocation of the shares during a period of six months from the date of death, provided their quality of heirs is formally established by a legal document.

In case of death of a grantee during the part of the Vesting Period subsequent to the performance measurement period, the employment linked conditions will be deemed to be fulfilled and his/her estate may request allocation of the shares calculated at the end of the performance measurement period, during a period of six months from the date of death and provided their quality of heirs is formally established by a legal document. No holding period will be required in such a case.

- **Disability**

If during the Vesting Period, the grantee is declared totally and permanently disabled, the grantee may request allocation of the calculated shares and proceed with their sale. If the event concerned occurs during the period over which the performance is measured, performance conditions will be deemed to be met and shares will vest entirely.

For the application of the paragraph I.4. above, in the event where the beneficiary is a tax resident of the United States of America or a US citizen, the delivery of the shares to the disabled beneficiary, or to the heir(s) of the beneficiary, will take place automatically no later than 90 days after the date of occurrence of the disability or death. A case of disability will be considered as such only if it falls within the meaning of Section 409A of the US Internal Revenue Code of 1986, as amended.

5. NON-TRANSFERABLE RIGHTS FOR PERFORMANCE SHARES

During the Vesting Period, the grantee is not and shall not be the owner of the shares. Therefore, until the end of the Vesting Period, the rights of the grantee may not be sold or transferred with the exception of the particular cases of death and disability mentioned in paragraph I.4 as determined by French Commercial Code. **Grantee's rights to acquire shares are non-transferable and these rights cannot be pledged as collateral or encumbered in any manner.**

Any act in breach of the above shall not be binding on the Company.

6. CHANGES IN THE OUTSTANDING CAPITAL OF THE COMPANY

In the event of transactions affecting the Company's issued capital before the end of the Vesting Period, the Board of Directors may decide (or not) to take the necessary steps to account for the effect of such operations by adjusting the entitlement to shares such that each grantee holds the same number of shares after the related operation as before. The grantee will be informed of the implications of such operations and of their consequences on their rights.

As a consequence of such operations or adjustments, a grantee may not be eligible anymore to some special fiscal and/or tax favourable treatment in place at grant date. Potential implications shall be borne by the grantee.

7. EFFECTIVE DELIVERY OF THE SHARES

At the end of the Vesting Period, and subject to achievement of performance and employment linked conditions set by the Board of Directors, the Company will deliver shares of the Company to grantees of the Plan.

These shares will have the same rights than any other ordinary share of the Company and from their date of allocation, grantees will have the right to participate to Shareholders Meetings, to vote, to collect dividends and to the information right. Shares may be freely traded upon Vesting Date as no holding period is required by the Plan. The shares delivered to the beneficiaries will be entitled to any dividends for which the payment will have been determined by the Shareholders' Meeting held after their delivery. The shares delivered to the beneficiaries will also be entitled to any dividends for which the payment will have been determined by the Shareholders' Meeting held before their delivery subject to the condition that their registration in an account in the beneficiary's name occurs at the latest the day before the ex-dividend date.

8. FORFEITURE OF RIGHTS TO PERFORMANCE SHARES

Rights to performance shares are forfeited:

- on October 8, 2024 if performance conditions have not been met as of this date (cf. articles I.3.a, I.3.b and I.3.c);
- in case of any ending of the employment contract during the Vesting Period except in particular cases (cf. articles I.3.d and I.4);
- in case of death of the grantee where the allocation is not requested within the six months period following the date of death;
- in case of refusal (full or partial) by the grantee, notified in writing to the Company which should acknowledge this refusal before October 8, 2022.

II – PERFORMANCE AND EMPLOYMENT LINKED SHARES

1. LACK OF HOLDING PERIOD

Upon Vesting Date, the grantee is the owner of the shares definitively granted to him and will benefit from the same rights as all other shares and may sale these shares freely on the market.

2. SHARES RECORDING

Upon Vesting Date, the shares will be recorded in a merely registered (« *nominatif administré* ») account opened in the name of the grantee with "Banque Transatlantique", trustee for the Company.

3. SALE OR TRANSFER OF SHARES

a) Sale period

Upon Vesting Date, Company shares may be freely traded except during the following periods:

- During closed periods set by the Company. According to the present usage, the grantee will not be able to sell his/her shares during a period covering the 30 calendar days preceding the date on which consolidated half year and annual statements are published and ending after the closing of the trading day of the publication and during a period of 15 calendar days preceding the quarterly information and ending after the closing of the trading day of the publication.
- By the members of corporate bodies of the Company or by Company employees who have knowledge of a privileged information (according to article 7 of UE regulation n° 596/2014 from April 16, 2014) as long as such information is not publicly communicated.

Generally speaking, according to present regulations, any person holding shares of a company must refrain from selling, acquiring or providing advice on these shares if he/she holds material non-public information regarding this company, which if publicly disclosed, may have a significant impact on the share price of this company, even in-between the above-mentioned periods. Administrative (in particular from French Market Authority), criminal or disciplinary sanctions, which could lead to a termination of employment, may be imposed on any person in breach of such regulations.

b) Selling shares

Upon vesting, the shares can be freely traded subject to the closed periods mentioned in paragraph II.3.a. From October 9, 2025, grantees willing to hold their shares, may keep them in an account held by "Banque Transatlantique" or ask the transfer of these shares to another bank.

Selling or transferring shares processes will be communicated in due course by "Banque Transatlantique".

III – GENERAL RULES

1. PLAN AMENDEMENTS

This Plan may be amended at any time by the Board of Directors of the Company, or upon delegation thereof by the Chief Executive Officer, especially for legislative, regulatory or administrative measures. The grantees will be informed of any amendment made to this Plan by an individual letter sent to their address (provided paragraph III. 2 below).

If during the Vesting Period, a beneficiary is transferred or seconded within the Group, driving a change in his/her tax or social regime, the Vesting Period and/or the Compulsory Holding Period may be modified by the Chief Executive Officer.

2. CHANGE OF ADDRESS

Grantees must inform the Company or “Banque Transatlantique” in case of a change of address to which the Company or “Banque Transatlantique” should communicate any information according to the regulations of this Plan.

3. APPLICABLE LAW

The present regulations are subject to French laws. The language of the original version of these regulations is in French and the present free translation in English is provided for information only. In the event of possible misinterpretation or contradiction between the French and English versions, only the French version shall apply.

4. LOCAL REGULATIONS

The eligibility of a grantee to participate in the Plan and the delivery of shares may be contingent on the Company, and/or the companies of the Capgemini Group in the relevant countries, obtaining the necessary authorizations. Generally, if the legislation of the country in which the beneficiary is located, or any other circumstances, make the delivery of the Shares to a beneficiary residing in such a country impossible or inconvenient, the delivery of the shares could be suspended without any prior notice by the Company. The Plan may in no way constitute, or be interpreted as, a commitment by the Company or a subsidiary to carry out the local procedures towards local authorities.

In the event that the delivery of the shares is suspended, the Company may require beneficiaries to undertake a procedure under which the shares are delivered and simultaneously sold back to the Company or to pay the persons concerned an amount equivalent to the net capital gains in Euros or in local currency that they could generate in the event that a simultaneous delivery-sale procedure is carried out.

5. FISCAL AND TAX RESPONSIBILITY

Grantees are liable for respecting all fiscal and tax reporting rules and remain liable to pay all personal tax and social security charges applicable in their country or any other country they work in for Capgemini where a liability arises.

If Capgemini must pay social security contributions taxes or any other charges in the name and on behalf of the beneficiary as a result of the allocation, of the vesting, of their delivery, their sale or the receipt of dividends, Capgemini can delay the delivery of the shares to the concerned beneficiary or prohibit their sale or transfer until the beneficiary has either paid these amounts or made the necessary arrangements to ensure their payment or that the terms of payment of these amounts have been agreed with the relevant company of the Group. Capgemini also reserves the right and will be authorized, subject to the limits imposed by law, to deduct from the salary of the beneficiaries or any other payments due to them, all taxes and legal social charges which are subject to withholding under the plan. The approval of the plan by the beneficiary gives Capgemini the right to proceed with the sale of all or part of the vested shares by a beneficiary in order to meet the fiscal and social obligations listed above, in particular regarding beneficiaries who, at the time of the delivery of the shares, have left the Group, and for which Capgemini would still be obliged to pay taxes, social contributions, or other similar contributions, in the name and on behalf of such beneficiaries.

The beneficiaries’ attention is drawn to the fact that in the event of an international mobility within the Group, leading to a change in tax residence and/or in social security regime occurring between the Grant date, the Vesting Date and the date of sale of the shares, obligations to declare and/or contribute would be the beneficiary’s responsibility in different countries. As applicable, the beneficiary’s contributory obligations may be proportional to the duration of the period during which he or she was a tax resident in a given country.

6. AGREEING THE PLAN IN WRITING

Each grantee shall return within one month from receipt, a signed copy of the letter (Allocation Notice) informing them of the number of performance and employment linked shares granted, with the handwritten mention: *"I hereby agree to abide by the terms and commitments of the Allocation Notice and of the grant Plan rules".*

Should you fail to return these signed documents, the present grant of performance and employment linked shares will become legally void.

7. DATA PROTECTION

The Company may store process and use personal data (e.g names and addresses) for the purpose of the operations relating to the functioning of the Plan.

The Company may disclose this data to all those with authorized access to such data for the purpose of the Plan management, including employees of the Company and/or other Group entities involved and any external service providers (currently "Banque Transatlantique" and its affiliates) or partners whose services may be required.

Pursuant to the French Law of January 6, 1978 as modified, known as "Informatique et Libertés", as well as the UE Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 known as "GDPR", the beneficiaries will be entitled to access the data that concerns them and/or to correct any data that proves to be inaccurate or incomplete.

The beneficiaries will have the right to object to the use of their personal data on legitimate grounds. Beneficiaries will also benefit, if and when the conditions for exercising these rights are met to erasure/limitation or portability of their data.