

## INFORMATION NOTICE

### FOR THE STOCK APPRECIATION RIGHTS AWARDED TO EMPLOYEES IN JAPAN IN THE 2023 CAPGEMINI ESOP OFFER

This information notice presents the terms and conditions of the Stock Appreciation Rights (the “**SAR**”) that are granted to employees subscribing ordinary Capgemini SE shares (generally, the “**Share(s)**”) within the framework of the 2023 Capgemini Employee Share Ownership Plan (the “**Plan**”).

A person subscribing a Share in the Plan is referred to herein as a “**Shareholder**”.

The amount that the Shareholder invests in the Plan is referred to herein as his or her “**Personal Contribution**”. This will be an amount in Euros, determined by converting the Shareholder’s investment amount in Yen (which is your currency) into Euros. This conversion will be made by application of an exchange rate between Yen and Euro on the day preceding the day the subscription price will be fixed. The Shares subscribed in the Plan will be offered to employees at a price equal to the average of the volume weighted average price of the Shares on the Paris stock exchange (known as the market of Euronext Paris) on the 20 trading days preceding the price fixing date (the “**Reference Price**”) minus a 12.5% discount (the “**Subscription Price**”).

The SARs that are granted to the Shareholders under the Plan provide, subject to the terms and conditions of the SARs set out in this notice, the Shareholders with:

- a protection of the Personal Contribution in Euro in the event of a decrease in Share price below the Subscription Price (the “**Indemnity**”), and
- an amount equal to a variable multiple of the protected average increase (if any) in the Share price over the Reference Price, (the “**Share Price Appreciation**”).

Note, that the amount of the employee’s investment is not guaranteed under all circumstances, in particular, because of exchange rate fluctuations between the YEN amount paid and because of the effect of taxation on the Indemnity.

**The Shareholders are invited to read the entirety of this notice for an explanation of the SARs. The Shareholders should read this SARs information notice together with the Local Supplement and the documents it refers to as those documents together set out the terms of the offers to Shareholders in relation to the Plan.**

## ELIGIBILITY AND GRANT – MAIN FEATURES

SARs will be granted to all employees in Japan who have subscribed Shares issued under the Plan. The SARs granted to each employee will be granted by that person’s local employer.

For each Share subscribed, the employee will receive one SAR. The SARs will be granted by the employer on the day on which the Shares are issued to the employee.

SARs payments will be made shortly after the end of the Plan in approximately five years. Prior to the end of the Plan, if an Early Release occurs (see below), SARs payments will be made shortly after such Early Release.

Through the SARs, the employer agrees to pay its employee (i) the potential Indemnity, and (ii) the Share Price Appreciation, as described below.

**If an Early Release event occurs, the sale of the Shares and the payment of the SARs (potential Indemnity and gain related to the Share Price Appreciation) will be made automatically.**

The Shareholder's attention is drawn to the fact that the Personal Contribution may not be protected in all circumstances. In particular, different dates may be used to sell the Shares and to evaluate the SARs. The Personal Contribution may not be fully indemnified in the event of Share price fluctuations between these dates.

It is also reminded that at the end of the lock-up period, only the payment of the SAR will be done automatically. Consequently, if the Shareholder does not request the sale of his/her Shares at that time, he/she will no longer benefit from the protection on his/her Personal Contribution at the time the Shares are sold, as the SAR will have been paid at the end of the Plan.

All amounts due under the SARs will be calculated in Euros. Payments to employees will be made in Yen after conversion from Euros at the applicable Euro / Yen exchange rate prevailing at the time the amounts due are paid. Thus, the amounts paid under the SARs will ultimately depend on the Euro / Yen exchange rate. There is no protection or guarantee in relation to the impacts on your investment of movements in the Euro / Yen exchange rate, including any payment due with respect to the SAR.

In addition, Shareholders may owe taxes and/or social security contributions on these amounts, as described in the Local Supplement that accompanies this information notice, so the protection afforded by the SAR is in Euros and before taxes and social contributions if any.

By subscribing to Shares, the Shareholder agrees to the terms and conditions described in this document.

## **CALCULATION OF AMOUNTS DUE**

### **1. Indemnity**

If the value of the Share recorded on Euronext Paris **at the end of the Plan**, (i.e on December 19, 2028), is less than the Subscription Price, the Shareholder will be entitled to a payment under each SAR equal to the difference in EUR between the Subscription Price and the value of the Share recorded on Euronext Paris at the end of the Plan. The amount of the total payment due to the Shareholder in such case will be equal to the amount payable per SAR, multiplied by the number of SARs held and converted from EUR to Yen using the exchange rate applicable at such time. Payment of the amount due is expected to be made shortly after the end of the Plan.

In the **case of an Early Release**, if the value of the Share recorded on Euronext Paris on the date the Early Release is processed (please refer to "Early Releases" below) is less than the Subscription Price, the Shareholder will be entitled to a payment under each SAR equal to the difference in EUR between the Subscription Price and the value of the Share on such date. The amount of the total payment due to the Shareholder in such case will be equal to the amount payable per SAR, multiplied by the number of SARs held and converted from EUR to Yen using the exchange rate applicable at such time.

As a reminder, in case of an Early Release, all the SARs will be paid and all the Shares will be sold automatically.

Please note that employees may owe taxes and/or social security contributions on this amount, as described in the Local Supplement that accompanies this information notice.

Please refer to the numerical examples below for an illustration of the calculation of Indemnity feature of the SARs.

### **2. Share Price Appreciation**

For each SAR, the Shareholder will be entitled to receive a payment equal to a variable multiple (the "**Multiple**") of an appreciation, if any, in the average price of the Share price above the Reference Price. **Please refer to the definitions of "Average Final Price" and "Average Intermediate Price" below.**

The manner in which the amount of the appreciation in the Share price, if any, is to be calculated will depend on whether the SAR is paid at the end of the Plan, or paid automatically prior to such date in case of an Early Release.

#### For SARs paid at the end of the Plan

At the end of the Plan, an average price of the Share will be calculated. This is referred to herein as the **“Average Final Price”**.

For purposes of calculating the Average Final Price, the Share price will be recorded on the date of the capital increase date and on the 15<sup>th</sup> day of each month (if this day is not a trading day and a business day in France the Share price will be recorded the day which is a trading day and business day in France immediately preceding that day) between such date and November 15, 2028 included. If the Share price on any recording day is less than the Reference Price, the Reference Price shall be recorded in its place. 60 Share prices will be recorded in all.

The Average Final Price will be the average of these 60 Share prices.

If the Average Final Price is greater than the Reference Price, each SAR will entitle the Shareholder to receive an amount equal to the product of (i) the Multiple and (ii) the difference between the Average Final Price and the Reference Price.

The Multiple is variable (it decreases as the protected average increase in the Share price grows) and is subject to adjustments. Please further refer to "Exceptional Situations" below.

The total payment due to the Shareholder will be equal to the amount payable in Yen per SAR, multiplied by the number of SAR held by the Shareholder.

If the Average Final Price is equal to the Reference Price, no payment will be due to the Shareholder under the Share Price Appreciation<sup>1</sup>.

This payment will be made shortly after the end of the Plan, i.e. after the expiry of the five years lock-up period.

Please refer to the numerical examples below for an illustration of the calculation of the SARs.

#### For SARs paid prior to the end of the 2023 Plan

If an Early Release event occurs, the payment of the gain, if any, related to the Share Price Appreciation will be done automatically.

An **“Average Intermediate Price”** of the Share will be calculated in the same manner as the “Average Final Price” described above, using a total of 60 recorded Share prices. For each Early Release prior to the end of the Plan, these Share prices will be comprised of the Share prices that have been actually recorded on or prior to the Early Release date with the last recorded price being repeated such number of times as required so that the total number of prices used in the average is 60. As described above, if the price recorded for a given month is less than the Reference Price, the Reference Price will be recorded in its place.

The Average Intermediate Price will be the average of these 60 Share prices.

If the Average Intermediate Price is greater than the Reference Price, each SAR will entitle the Shareholder to receive an amount equal to the product of (i) the Multiple and (ii) the difference between the Average Intermediate Price and the Reference Price.

The Multiple is variable (it decreases as the protected average increase in the Share price grows) and subject to adjustments. Please further refer to "Exceptional Situations" below.

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<sup>1</sup> The Average Final Price cannot be less than the Reference Price as each Share price on any recording day being less than the Reference Price is replaced by the Reference Price in the calculation of the Average Final Price.

The total payment due to the Shareholder will be equal to the amount payable in Yen per SAR, multiplied by the number of SARs allocated to the Shareholder.

If the Average Intermediate Price is equal to the Reference Price, no payment will be due to the Shareholder<sup>2</sup>.

Please refer to the numerical examples below for an illustration of the calculation of the SARs.

As a reminder, in case of an Early Release, all the SARs will be paid and all the Shares will be sold automatically.

### **HYPOTHETICAL PAYMENT SCENARIOS**

The following examples illustrate the intended performance of the SARs in different hypothetical situations. In each example, the following assumptions have been made.

- Personal Contribution: Yen 73,500.00 (equivalent of €525.00. For purposes of the following examples, a conversion rate of €1 = Yen 140.00 will be used)
- Reference Price: € 150.00
- Subscription Price: € 131.25
- Number of SARs granted to the Shareholder: 4
- Multiple:  $7.60 \times \frac{\text{Reference Price}}{\text{Average Final Price}}$

For ease of comparison, we have separated the examples into two sets. Those in the first set are intended to illustrate the operation of the Indemnity feature of the SARs while those in the second illustrate the operation of the increase in Share value feature. In the actual operation of the SARs, Shareholders will receive a single payment representing the total amount due in respect of both of these features.

All amounts due will be calculated in Euros. Note that for convenience purposes, the actual amounts received by the Shareholder will be in Yen, converted from Euros using the exchange rate applicable at such time.

## **I – PERSONAL CONTRIBUTION PROTECTION**

### **FIRST SCENARIO – INCREASE IN CAPGEMINI SE SHARE PRICE**

At the end of the Plan, or on the date the early release request is processed, the Share price in Euros has increased to €200.00 as compared to the Subscription Price of €131.25.

Since the current value of the Share in Euros exceeds the Subscription Price, no payment is due in respect of the Indemnity feature of the SAR.

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<sup>2</sup> The Average Intermediate Price cannot be less than the Reference Price as each Share price on any recording day being less than the Reference Price is replaced by the Reference Price in the calculation of the Average Intermediate Price.

## **SECOND SCENARIO – DECREASE IN CAPGEMINI SE SHARE PRICE**

At the end of the Plan or on the date the early release request is processed, the Share price in Euros has decreased to €120.00 as compared to the Subscription Price of €131.25.

Since the current value of the Share is less than the Subscription Price, a payment equal to the amount of the difference (€11.25) is due in respect of the Indemnity feature of each SAR (i.e. €45 for 4 SARs).

Please note that Shareholder may owe taxes and/or social security contributions on these amounts, as described in the Local Supplement that accompanies this information notice, so the protection afforded by the SAR is before taxes and social contributions if any.

Furthermore, the Personal Contribution amount that is used to determine the Indemnity payment is an amount in Euros. The Indemnity does not take into account changes in the value of the Euro relative to the Yen that may occur between the time that the Euro amount of the Personal Contribution is determined in 2023 and the time of payment of the Indemnity. If the value of the Euro declines against the Yen, employees may have a loss in Yen that will not be protected.

### **Example of effect of Exchange Rate on Indemnity of €45 for 4 SARs**

Assuming a constant exchange rate (€1 = Yen 140), the employee will receive Yen 6,300.00

Assuming an increase in the Yen (€1 = Yen 120), the employee will receive Yen 5,400.00

Assuming a decrease in the Yen (€1 = Yen 160), the employee will receive Yen 7,200.00

## **II – SHARE PRICE APPRECIATION**

### **FIRST SCENARIO – SUSTAINED INCREASE IN THE CAPGEMINI SE SHARE PRICE**

This example assumes a sustained increase of the Share price over five years. The Average Final Price equals €200.00.

Calculation of the amount due to the employee under the SARs at the end of the Plan:

$$(\text{Average Final Price minus Reference Price}) \times 7.60 \times \frac{\text{€150}}{\text{€200}} \times \text{number of SARs}$$

$$(\text{€200.00} - \text{€150.00}) \times 7.60 \times \frac{\text{€150}}{\text{€200}} \times 4$$

$$\text{€50.00} \times 5.70 \times 4$$

$$\text{€1,140.00}$$

Shareholder would be entitled to receive the SAR payment for 4 SARs of €1,140.00

### **Effect of Exchange Rate**

Assuming a constant exchange rate (€1 = Yen 140), the employee will receive Yen 159,600.00

Assuming an increase in the Yen (€1 = Yen 120), the employee will receive Yen 136,800.00

Assuming a decrease in the Yen (€1 = Yen 160), the employee will receive Yen 182,400.00

Please note that taxes may be owed on this amount, as described in the Local Supplement that accompanies this information notice.

This example would equally apply in the case of an Early Release. In such a situation, the final Share price for purposes of calculating the SAR will be based on an Average Intermediate Price. For more information concerning early withdrawal from the Plan, please see "Early Release" below.

### **SECOND SCENARIO – INCREASE FOLLOWED BY A DECLINE IN THE CAPGEMINI SHARE PRICE**

The Share price increased and then declined towards the end of the Plan. At the end of the Plan, the Capgemini SE Share price has decreased to €120.00. However, as a result of the increases recorded earlier during the Plan, the Average Final Price equals €175.00, and is thus greater than the Reference Price of €131.25.

Calculation of the amount due to the employee under the SARs at the end of the Plan:

$$\begin{aligned} & (\text{Average Final Price minus Reference Price}) \times 7.60 \times \frac{\text{€150}}{\text{€175}} \times \text{number of SARs} \\ & (\text{€175.00} - \text{€150.00}) \times 7.60 \times \frac{\text{€150}}{\text{€175}} \times 4 \\ & \text{€25} \times 6.51 \times 4 \\ & \text{€651.00} \end{aligned}$$

Shareholder would be entitled to receive the SAR payment for 4 SARs of €651.00

#### Example of effect of Exchange Rate

Assuming a constant exchange rate (€1 = Yen 140), the employee will receive Yen 91,140.00

Assuming an increase in the Yen (€1 = Yen 120), the employee will receive Yen 78,120.00

Assuming a decrease in the Yen (€1 = Yen 160), the employee will receive Yen 104,160.00

Please note that taxes may be owed on this amount, as described in the Local Supplement that accompanies this information notice.

This example would equally apply in the case of an Early Release. In such a situation, the final Share price for purposes of calculating the SAR will be based on an Average Intermediate Price. For more information concerning early withdrawal from the Plan, please see "Early Release" below.

### **THIRD SCENARIO (ADVERSE) – SUSTAINED DECLINE OF THE CAPGEMINI SE SHARE PRICE**

This example assumes a sustained decline of the Share price over five years. At the end of the Plan, the Share price has never been greater than the Reference Price of €150.00 over the five-year period. The Average Final Price is thus equal to the Reference Price of €150.00.

The employee thus receives no payment in respect of the increase in share value feature of the SAR.

However, in this scenario, if the Share price at the end of the Plan is below the Subscription Price, an Indemnity payment would be due as described above.

This example would equally apply in the case of an Early Release. In such a situation, the final Share price for purposes of calculating the SAR will be based on an Average Intermediate Price. For more information concerning early withdrawal from the Plan, please see "Early Release" below.

**EARLY RELEASE**

As indicated above, if an Early Release event occurs, the sale of the Shares and the payment of the SARs (potential Indemnity and gain related to the Share Price Appreciation) will be made automatically. For any Early Release, the calculations to be made in respect of the Indemnity and/or the Share Price Appreciation shall be made on:

- the 15<sup>th</sup> day of the month (or, if this day is not a trading day and a business day in France, the day which is a trading day and business day immediately preceding that day), for any Early Release event notified to AMUNDI ESR (the holder of individual Shareholders' account) by your employer no later than on the 8<sup>th</sup> day of the month,
- the 15<sup>th</sup> day of the following month (or, if this day is not a trading day and a business day in France, the day which is a trading day and business day immediately preceding that day), should that not be the case,

with the understanding that no early release calculation date can fall after November 15, 2028.

As a reminder, the Shareholder's investment may not be entirely protected as a result of exchange rate fluctuations.

For the list of Early Release events applicable in Japan, please refer to the Information Brochure and/or to the Local Supplement provided along with the subscription kit.

## **EXCEPTIONAL SITUATIONS**

The calculation of amounts due under the SARs, including the Indemnity, Share Price Appreciation, the Multiple and any parameter used for its determination, may be modified in the case of events and/or transactions (an "**Adjustment Event**") having an effect on the Shares and/or Capgemini SE including, without limitation, share splits or regrouping of shares, public offering other than a cash take-over bid (*offre publique d'achat*) (exchange take-over bid (*offre publique d'échange*), share buy-back offer (*offre publique de rachat*), pre-public offering period or similar events) (a "**Non-cash Public Offering**"), mergers, de-mergers, reductions of share capital by reimbursement to the shareholders, change of listing of the Shares, modifications of the by-laws (*statuts*) entailing a modification of the distribution of profits and generally any event entailing a modification of the portion of the net assets of Capgemini SE which is represented by one Share (such as an increase of the capital with preferential subscription rights for shareholders, free allotment of securities to all shareholders, grant of guaranteed value certificates, distributions of an extraordinary dividends, distributions of reserve in cash or allocation of portfolio securities or of any other asset,...).

In such situations, the amounts due under the SARs, including the Indemnity, the Share Price Appreciation, the Multiple and any parameter used for its determination could be modified and/or adjusted in order to preserve the initial financial balance for the benefit of the employee or his or her employer.

The amounts due under the SARs, including the Indemnity, the Share Price Appreciation, the Multiple and any parameter used for its determination may also be adjusted in the event of taxes (including any deduction or withholding), social charges and other duties or more generally in the context of a change in applicable laws, regulations or context (or a change in the official interpretation thereof) or a change in the registered office of Capgemini SE, affecting the transactions entered into by the employers in order to hedge their obligations under the SARs (and more generally affecting the hedging of the Plan) (a "**Change of Circumstances**"). In such situations, the amounts due under the SARs, including the Indemnity, the Share Price Appreciation, the Multiple and any parameter used for its determination could be modified and/or adjusted in order to preserve the initial financial balance for the benefit of the employee or his or her employer.

Moreover, the obligations of the Capgemini group employer under the SARs that it has granted may be terminated in exchange for an early payment (if any is due) by each relevant employer under the SARs that it has granted:

- (A) if, further to a Non-cash Public Offering, merger, de-merger, change of listing of the Shares or Change of Circumstances, no modification or adjustment to the amounts due under the SARs, including the Indemnity, the Share Price Appreciation, the Multiple and any parameter used for its

determination, would allow to preserve the initial financial balance for the benefit of the employee or his or her employer; or

- (B) upon occurrence of (i) a decrease in the liquidity of the Shares (or the shares to be substituted in the context of a merger, demerger or public offering (or after the announcement of the later)) or in the case of an increase in the cost of securities lending transactions over the Shares (or over the shares to be substituted in the context of a merger, demerger or public offering (or after the announcement of the later)), (ii) a cash take-over bid (*offre publique d'achat*), (iii) a delisting of the Shares on Euronext Paris, or (iv) a nationalization, winding-up, dissolution, reorganization, or any insolvency proceeding (or any similar event or proceeding) related to Capgemini SE.

The amount of this early payment may be different (i.e., less than or greater than) than the amount that would otherwise be determined applying the Indemnity and Share Price Appreciation calculation methods described above.

Any change, adjustment or termination in respect of any of the events referred to in the above paragraphs, and any payment due, shall be determined by the employer in its sole discretion.

To the extent that a market disruption or disturbance occurs on any day and at the time that any calculation or recording in respect of the Shares is to be made, the calculation or recording may be deferred, if advisable or necessary in the view of the employers granting the SARs and, if such disruption or disturbance continues, the employers may make a determination of the amount to be calculated or recorded.

## **MISCELLANEOUS**

### **ADMINISTRATION AND MODIFICATION**

Each SAR shall be administered by the employer that has granted it, or such person or persons that it may appoint for such purpose from time to time, including third parties. The employer granting any SAR may in its discretion modify, terminate or waive the terms and conditions of these rights, individually or collectively, in order to meet legal or tax requirements, in response to any exceptional situation, or to the extent that it otherwise deems necessary or advisable.

### **NO IMPLIED RIGHTS**

The granting of the SARs shall not be construed as giving any employee any entitlement or right to be retained in employment by the Capgemini group. The SARs shall not form part of any employee's work contract, and shall not be taken into consideration in the calculation of any entitlement or benefits based on the employee's compensation (actual or expected).

### **NON-TRANSFERABILITY**

No SAR shall be transferable by the employee. The SARs of each employee constitute a direct relationship between the employer and the employee. This relationship is personal to each employee, and is not transferable by the employee. The SARs are not securities and have not been qualified or registered as such under the laws of any jurisdiction.

### **GOVERNING LAW**

The SARs shall be governed by the laws of the country of incorporation of the employer and construed in accordance with such law. If any term or provision of the SARs is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions will remain in full force and effect.