



# REPRESENTATIONS AND UNDERTAKINGS

- I acknowledge having read all the information related to the ESOP 2023 share offering contained in the documents received and in the other documents made available to me.
- I have duly noted that in order to participate in the ESOP 2023 I must have been employed by a company within the Capgemini Group for at least three months, taking account of all periods of employment, whether continuous or otherwise, by the last day of the revocation/subscription period, which is scheduled for 15 November 2023. This employment condition may include all periods during which I was employed within the Capgemini Group between 1 January 2022 and 15 November 2023.
- Furthermore, my subscription order will only be taken into account provided that I continue to be employed or hold the position of executive director with a company within the Capgemini Group that is a member of the Capgemini International Group Savings Plan (hereinafter the "IGSP") for at least one day within the revocation/subscription period between 13 to 15 November 2023.
- I have duly noted that my subscription takes effect within the framework of the IGSP, to which my subscription includes membership, and that I will receive a number of units of the "ESOP Leverage P 2023" compartment of the FCPE "ESOP CAPGEMINI" (the "FCPE"), in proportion to the Capgemini SE shares acquired with my investment ("personal contribution"). These FCPE units will be unavailable for redemption for a period of five years beginning from the share delivery date (19 December 2023), with the exception of the occurrence of an early exit event as described in the Information Brochure.
- I hereby certify that the total amount of my subscription within the framework of ESOP 2023 does not exceed 25% of the estimated gross annual salary that I will receive in 2023 as described in the Local Supplement for the United Kingdom (including the bank contribution, which corresponds to 10 times my personal contribution). Accordingly, I hereby certify that, within ESOP 2023, my personal contribution is not higher than (i) 2.5% of my gross annual salary that I will receive in 2023, if my order has been submitted during the reservation/subscription period (15 September to 4 October 2023) or (ii) 0.25% of my gross annual salary that I will receive in 2023, if my order has been submitted during the subscription/revocation period (7 to 9 November 2023).
- I acknowledge that, after having had the opportunity to read or having read the documentation provided or made available to me within the framework of the ESOP 2023 offering, I have been informed of the following:
  - the amount of my subscription request may be reduced according to the terms and conditions described in the Information Brochure;
  - the regulations of the FCPE "ESOP CAPGEMINI" and the regulations of the IGSP are available to me on the internet site dedicated to the ESOP 2023 offering.
- In the event that I try to subscribe via both the internet site dedicated to the ESOP and with a paper reservation/subscription form, I have duly noted that the subscription registered via the internet will be the only subscription which will be effective.
- I acknowledge that I am not relying on any financial, tax or other advice from any Capgemini group company or any of its officers, employees or agents.
- I have kept a copy of this reservation/subscription order.
- I understand and agree that if my subscription request, comprising this reservation/subscription order and the amount of my payment, is incomplete or incorrectly completed, and cannot be corrected in time, my subscription order cannot be processed.
- I acknowledge that nothing in this document or in any other materials distributed or made available to me in connection with this offering shall confer upon me any right or entitlement in respect of my employment. Participation in this offering is separate from and does not constitute a part of my employment agreement. In addition, I acknowledge that nothing contained in this document or in any other materials distributed or made available to me in connection with this offering shall confer upon me any right or entitlement in respect of future offerings.
- I understand and acknowledge that the terms of my application to participate in ESOP 2023 are governed by French law.
- I have duly noted that the subscription price for each Capgemini SE share will be determined in relation to the reference price of Capgemini SE shares for the ESOP offering, which is equal to the volume-weighted average share price over the period of 20 trading days preceding the date of the decision of the Chief Executive Officer, acting by delegation of the Board of Directors, and fixing this subscription price and the opening of the revocation/subscription period. I take note that the opening of the revocation/subscription period is conditional on this decision.

## Default of payment (single instalment):

In the event of a default of payment, for example where my employment terminates prior to the date on which my single subscription instalment is to be taken from my salary, I understand that my subscription request may be cancelled.

## Default of payment (single or multiple instalments):

In the event that my employment terminates for any reason whatsoever, or I otherwise default on payment, before the full reimbursement by monthly instalments of the total amount owed by me, I irrevocably authorise my employer or any member of the Capgemini Group to withhold from my salary or any other amount due to me any outstanding amount due in respect of

my subscription. If there remains any further outstanding amount (and if my subscription request has not been cancelled as per the previous paragraph), I understand that I remain liable for payment to my employer and, unless I settle this amount by cheque within 7 days of notification of such liability by my employer or any member of the Capgemini Group, I irrevocably grant authorisation to my employer or any member of the Capgemini Group or the holder of the FCPE "ESOP CAPGEMINI" unitholders' accounts to proceed to the redemption, without any prior notice whatsoever, of all my FCPE units in accordance with application regulations and to allocate the proceeds, as appropriate, towards payment of the remaining amount owed to my employer. If the proceeds from the sale are not sufficient to cover the amount owed to my employer, I acknowledge that I will remain liable to my employer for the balance owing and my employer shall have the right to file a claim against me for payment of any unpaid amounts

## Taxation:

- I hereby authorise my employer or any member of the Capgemini Group to deduct from my pay any tax and primary Class 1 National Insurance (or similar) contributions which may be due in relation to the acquisition, holding, disposal or redemption of units of the "ESOP Leverage P 2023" compartment of the FCPE "ESOP CAPGEMINI" acquired pursuant to this subscription order (my "Tax Liability").
- In addition, where my employment ceases as a result of my resignation or dismissal (otherwise than by reason of redundancy), I agree that (pursuant to paragraph 3A(2) of Schedule 1 to the Social Security Contributions and Benefits Act 1992) my employer or any member of the Capgemini Group may deduct from my pay any secondary Class 1 National Insurance (or similar) contributions which may be due in relation to the disposal or redemption of units of the "ESOP Leverage P 2023" compartment of the FCPE "ESOP CAPGEMINI" acquired pursuant to this subscription order (the "Secondary Tax Liability").
- If my pay is insufficient to enable my employer or any member of the Capgemini Group to deduct the full amount of my Tax Liability and/or Secondary Tax Liability, I hereby agree to meet my Tax Liability and/or Secondary Tax Liability in full by cheque within 7 days of notification of such liability by my employer or any member of the Capgemini Group.
- As an alternative to a deduction from pay and/or remittance by cheque, my employer and/or any member of the Capgemini Group may arrange for a withholding from my investment (including upon redemption) of a sufficient amount to cover my Tax Liability and/or Secondary Tax Liability.
- I agree that, following a redemption of my investment, the proceeds of redemption will be remitted to my employer or another member of the Capgemini Group as my agent in order that my Tax Liability and/or Secondary Tax Liability or any amounts owing to my employer may be deducted from such redemption proceeds and, following such deduction, agree that the remaining proceeds will be transferred to me to the address and/or account details provided by me to Amundi ESR (the entity acting as account holder) or any other person operating within the framework of the ESOP offering and for the management of my assets in the IGSP.

## Data Protection

- I understand that Capgemini SE has set up, with the assistance of my employer, an offer of Capgemini shares reserved to its employees, through the compartment "ESOP Leverage P 2023" of the FCPE "ESOP Capgemini". Under this offer, personal data provided in this reservation/subscription order shall undergo electronic data processing by:
  - Capgemini SE, having its corporate office at 11 rue de Tilsitt, 75017 Paris, France, as data controller for communicating and collecting subscriptions from employees, and centralising subscriptions;
  - Amundi ESR, having its corporate office at 91-93 boulevard Pasteur – 75015 Paris – France, as data controller for registrar holding and unit account holding of my assets subscribed within the framework of the relevant IGSP and FCPE.
- Processing of my personal data included in this reservation/subscription order shall be implemented on the basis of performance of a contract through the submission of this order.
- The data processing is subject to the French Law n°78-17 of 6 January 1978 on data processing, data files and individual liberties, the EU General Data Protection Regulation (European Regulation 2016/679) ("EU GDPR"), the UK General Data Protection Regulation ("UK GDPR"), and the UK Data Protection Act 2018.
- The personal data collected in this reservation/subscription order, and their transfer to France, is necessary and required for participation in the ESOP 2023 offer. In the absence of such personal data, my subscription could not be processed. This personal data shall be processed by Capgemini SE, my employer, Amundi ESR and by any other person expressly authorized to process the data (such as the communication agency Butterfly, as a subcontractor, having its corporate offices at 14, boulevard du Général Leclerc, 92200 Neuilly-sur-Seine). Such personal data shall also be retained for the time necessary to conclude the transaction and for the purposes of the management of my assets within the relevant IGSP and FCPE (that is, until redemption of my assets, or in case of revocation, 12 months after the date of settlement/delivery) and thereafter for archiving purposes (until the expiry of the limitation period for any disputes relating to such assets), and in order to meet any applicable legal requirements.

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- I note that I may exercise my right to access, stop, amend and correct or delete (after the purchase of all my units in the FCPE in the context of the IGSP) any personal data, as well as to limit the processing of my data or to oppose it, to transfer my data, and to give instructions in relation to the bookkeeping, deletion and communication of my personal data after my death. I also have a right to lodge a complaint with a supervisory authority. In order to exercise my rights in connection with the processing of my personal data, I shall write to:
  - > my employer for collection and centralisation of subscriptions:
    - by post at: **HR Helpdesk, Capgemini PLC, Unit 12, Balmakeith Business Park, NAIRN, IV12 5QR**; or
    - by e-mail at: [hrhelpdesk.uk@capgemini.com](mailto:hrhelpdesk.uk@capgemini.com)
  - > Amundi ESR for registrar and account holding:
    - by post at: **Amundi ESR - Service Contrôle Interne et Conformité - 26956 Valence Cedex 9, France**; or
    - by e-mail at: [amundipersonaldataprotection@amundi.com](mailto:amundipersonaldataprotection@amundi.com)
- I note that
  - > the Data Protection Officer at Capgemini is Emmanuelle BARTOLI, [d pocapgemini.global@capgemini.com](mailto:d pocapgemini.global@capgemini.com), Capgemini SE, 11, rue de Tilsitt – 75017 Paris, France.
  - > the details of the Amundi group Data Protection Officer are: AMUNDI - DPO - BSC/SEC/PCA - 91-93 boulevard Pasteur - 75015 PARIS or by e-mail to [dpo@amundi.com](mailto:dpo@amundi.com)
- I also note that I may contact the French/UK supervisory authority, the CNIL/ICO, regarding all questions related to the protection of my personal information, or with my supervisory authority. Information may be found at <https://www.cnil.fr> and <https://ico.org.uk/>.
- In this reservation form, “personal data” and “data controller” each have the meaning given in EU GDPR and UK GDPR as appropriate.

## Warning – “U.S. person”

I understand that the offer is not open to subscriptions by “US Persons” and I hereby certify that I am not a resident of the United States of America. I have duly noted that more information on this restriction is available in the FCPE regulations, as well as on the management company’s website: <https://about.amundi.com/Legal-Mentions/Legal-notices> under “Access Limited”.

## Specific rules for Russia and Belarus

As a result of sanctions imposed by the European Union, citizens or residents of Russia or Belarus who do not have legal residence or citizenship in the European Union, in a country member of the European Economic Area or in Switzerland may not participate in this offering. Therefore, I declare:

- I am not a Russian national or resident of Russia, or if I am, I am also a citizen of a Member State of the European Union, of a country member of the European Economic Area or of Switzerland or I have a temporary or permanent residence permit in one of these countries; and
- I am not a Belarusian national or a resident of Belarus, or if I am, I am also a citizen of a Member State of the European Union or I have a temporary or permanent residence permit in one of these Member States.