

## RESERVATION/SUBSCRIPTION FORM FOR USA

Company name: \_\_\_\_\_  
Mr./Mrs./Ms: \_\_\_\_\_  
Last name: \_\_\_\_\_  
First name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Global Group ID (GGID): \_\_\_\_\_

You may subscribe for Capgemini ordinary shares (the "Shares") in the 2023 Employee Share Ownership plan of Capgemini (the "ESOP") by completing and submitting this Reservation/Subscription Form on the internet site dedicated to the ESOP (<https://esop.capgemini.com/2023>) or by submitting a hard copy by mail or fax to the applicable contact listed below. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the U.S. Supplement.

In order to subscribe, you must submit the Reservation/Subscription Form during the reservation period from September 15, 2023 through October 4, 2023 (the "Reservation Period") or during the final subscription/revocation period from November 13, 2023 through November 15, 2023 (the "Revocation Period").

In order to avoid any routing delays, it is recommended that you use the internet site dedicated to the ESOP (<https://esop.capgemini.com/2023>) to submit this Reservation/Subscription Form.

If you elect to submit a hard copy of this Reservation/Subscription Form, please submit the Reservation/Subscription Form as indicated below.

**All Capgemini US employees except Financial Services employees and Sogeti employees: Please submit all documents by email to the attention of:**

Satyasindhu Bhattacharjee at [esop.nar@capgemini.com](mailto:esop.nar@capgemini.com)

Financial Services Employees. Please submit all documents by mail or fax to the attention of:

Capgemini Financial Services

Lenka Sloman

79 5th Avenue

New York, NY 10023

Sogeti Employees. Please submit all documents by mail to the attention of:

Sogeti USA

Jeff Kiss

10100 Innovation Dr., Suite 200

Miamisburg OH 45342

In order to be effective, this Reservation/Subscription Form must be received by no later than October 4, 2023 if subscribed during the Reservation Period and no later than November 15, 2023 if subscribed during the Revocation Period.

**I, the undersigned, hereby certify that:**

- (1) \_\_\_\_\_ is my correct U.S. taxpayer identification number, and
- (2) I am a U.S. citizen or U.S. resident alien and am not a resident of France. I hereby authorize my employer and the Agent to make representations and certifications on my behalf, and to request certifications from any relevant authority regarding such matters as they may deem appropriate in connection with my investment.

**I, the undersigned, hereby acknowledge that I have read and understood the International ESOP 2023 Brochure and the U.S. Supplement, which were provided to me along with this Reservation/Subscription Form, and that I agree to subscribe for Shares on the terms therein as well as the following conditions:**

**My personal contribution (expressed in a number of Shares and subject to a minimum of two Shares):**

I agree to make a personal investment to purchase the following number of Shares that are part of the capital increase reserved for employees of the Capgemini Group (“Personal Contribution”) :

\$       .

I understand that the U.S. dollar amount of my Personal Contribution will be converted into Euros by application of the exchange rate between the Euro and U.S. dollar on or about November 10, 2023. I understand that my total investment amount will also include additional Shares financed by the Lending Bank (as defined below).

**By submitting this Reservation/Subscription Form, I acknowledge and agree that my employer will provide me with an interest-free salary advance for the entire amount necessary to pay for the number of Shares reserved in box A above and that I will repay such amount by way of salary deduction.**

I understand and expressly agree that the salary deductions will be applied in six (6) substantially equal installments through consecutive after-tax payroll deductions (or additional installments in the event that it is required by local laws) as reimbursement for the salary advance made by my employer for the total amount necessary to pay for the number of Shares reserved in box A above, up to \$10,000. The first installment will be carried out on a salary payment in the month of January 2024.

**I understand and expressly agree that if I fail to make full payment for my Personal Contribution, my employer may take such actions as are necessary to recover the amount I owe, including that my employer may deduct any amount I owe from any proceeds I am eligible to receive under the ESOP, subject to applicable law.**

**For the portion of the subscription that is greater than \$10,000, please submit a certified bank check no later than December 31, 2023. The portion of the subscription that exceeds \$10,000 will be cancelled if the check is not received by December 31, 2023. All checks should be mailed to:**

Capgemini America Inc  
Attention: Joanne Liapis - HR  
79 5th Avenue  
3rd floor  
New York, NY 10003

**The first installment will be carried out on a salary payment in the month of January 2024.**

Date: ..... 2023

Signature:

# ACKNOWLEDGEMENTS, REPRESENTATIONS AND UNDERTAKINGS

■ I acknowledge that in order to participate in the ESOP, as of the last day of the Revocation Period, which is scheduled for November 15, 2023, I must have been employed with the Capgemini Group for at least three months (whether consecutive or non-consecutive) during the period beginning January 1, 2022 and ending November 15, 2023. I hereby represent that I meet this condition. I also acknowledge that I must be a full-time or part-time employee on the payroll of a Participating U.S. Subsidiary of the Capgemini Group, listed under Appendix A of the U.S. Supplement, at the time I submit this Reservation/Subscription Form. I hereby represent that I meet this condition.

Furthermore, I acknowledge that my reservation order will only be considered if I am employed with a Participating U.S. Subsidiary of the Capgemini Group that is member to the Capgemini International Group Savings Plan (hereinafter the "IGSP") for at least one day of the Revocation Period between November 13, 2023 and November 15, 2023.

■ I acknowledge that my subscription is made pursuant to the IGSP of which the ESOP is a part. The Shares purchased under the ESOP may not be sold or otherwise disposed of by me for a five-year period beginning from the capital increase date on December 19, 2023, with the exception of early exit events as described in the U.S. Supplement.

■ I hereby certify that: (a) if I am submitting this Reservation/Subscription Form during the Reservation Period, the amount of my Personal Contribution under the ESOP does not exceed 2.5% of my anticipated base salary, variable compensation and sales incentive compensation for 2023 ("Eligible Pay") or (b) if I am submitting this Reservation/Subscription Form during the Revocation Period, the amount of my Personal Contribution under the ESOP does not exceed 0.25% of my Eligible Pay for 2023.

■ I acknowledge that the U.S. Supplement is available to me on the internet site dedicated to the ESOP. I further acknowledge that I have received and read the U.S. Supplement and I understand and agree to the terms and conditions set forth therein.

■ I understand that the amount of my subscription request may be reduced according to the terms and conditions described in the U.S. Supplement.

■ In the event of subscription both by means of the internet site dedicated to the ESOP and with a paper Reservation/Subscription Form, I acknowledge that the subscription submitted by means of the internet site dedicated to the ESOP will be the effective subscription.

■ I have kept a copy of this Reservation/Subscription Form for my records.

I hereby acknowledge that the subscription price for one Share will be determined in relation to the reference price of Shares for the ESOP, which is equal to the average of the daily volume-weighted average prices for one Share over the period of 20 consecutive trading days preceding November 10, 2023, which is the date when the CEO, acting with the authority delegated to him by the Board of Directors, will determine the subscription price. I acknowledge that the opening of the Revocation Period is conditioned on the setting of the subscription price on November 10, 2023. A 12.5% discount to the reference price, rounded upwards to the nearest eurocent, will be applied to determine the subscription price for one Share.

## Default of payment:

In the event of a default of payment of my Personal Contribution, my subscription request may be automatically cancelled.

## Payment by payroll deductions:

I understand that if I subscribe for more Shares than may be purchased with the employer salary advance limit of \$10,000 and fail to make payment by cashier's check for the excess amount, my subscription request for such additional Shares may be automatically cancelled.

I understand that, if my employment is terminated for any reason whatsoever, before the complete reimbursement by substantially equal payroll deductions of the total amount of the salary advance made by my employer, I will continue to be obligated to pay the outstanding balance due on my salary advance. I promise to repay such balance in full at the time of termination by deduction from my final paycheck or from any other amount my employer owes to me, including that my employer may deduct any amount I owe from any proceeds I am eligible to receive under the ESOP, subject to applicable law, and I hereby authorize the necessary deductions from my pay and/or from any amounts due to me under the ESOP. If my final paycheck is insufficient to pay the balance of my salary advance, I promise to pay the entire balance due by cashier's check at the time of termination. If I fail to make such payment, I acknowledge that I will remain liable to my employer for the balance owed and my employer shall have the right to file a claim against me for payment of any unpaid amounts. My employer may cause the sale of my Shares and deduct the amount I owe plus costs from the sale proceeds. I understand that, by advancing funds for the purchase of Shares, my employer will be making a loan to me.

## Data Protection:

■ I acknowledge that information contained in this Reservation/Subscription Form may be subject to electronic data processing by, and shared with, Capgemini or its subsidiaries that are participating to the IGSP, Amundi ESR (the subscription-pooling entity), Computershare Trust Company, N.A. (the custodian and account holder), Crédit Agricole Corporate and Investment Bank, the bank providing the loan under the ESOP (the "Lending Bank"), Butterfly (the communication agency acting as a subcontractor) and any other person operating within the framework of the ESOP and for the management of my assets in the IGSP. I authorize the use, transfer and archiving of the personal

data provided in this document, the data derived from my participation in the ESOP, and such other data held by my employer for the requirements of the ESOP and the management of my assets in the IGSP and as may be otherwise required or advisable for compliance with applicable laws and regulations (including with respect to anti-money laundering). I may access and rectify all personal information that I have provided by writing to my company's Human Resources Department.

■ I understand that Capgemini shall be the data controller of such electronic data processing, in which context, undertaken with the assistance of my employer, and that this data processing is undertaken on the basis of performance of a contract through the submission of this order in order to be able to exercise my rights pursuant to the subscription for Shares and for the purposes of the management of the IGSP.

■ The data processing is subject to the French Law n°78-17 of January 6, 1978 on data processing, data files and individual liberties and the EU Regulation on Data Protection (2016/679) of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regards to the processing of personal data and free movement of such data.

■ I hereby authorize the use and communication of the personal data provided in this document by and to Capgemini and my employer, Amundi ESR, Computershare Trust Company, N.A., the Lending Bank, Butterfly and any other entity expressly authorized to receive and hold such information and to process such information for the sole purposes of the management of the IGSP, the keeping of accounts and the electronic storage of such data. The personal data requested in this Reservation/Subscription Form is necessary and required for participation in the ESOP. In the absence of such personal data, my subscription could not be processed. Such personal data shall also be retained for the time necessary to conclude the transaction and for the purposes of the management of the relevant IGSP and my securities account (that is, until the sale of my Shares, 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. I note that I may exercise my right to access, amend and correct or delete (after the sale of all my Shares in the context of the IGSP) any personal data, as well as my right to limit the processing of my personal data (or to oppose it) and portability of my personal data, and to define directives in relation to the bookkeeping, deletion and communication of my personal data after my death, by writing to Amundi ESR at the following address: Amundi ESR - Service Contrôle Interne et Conformité - 26956 Valence Cedex 9, France.

■ I note that the Data Protection Officer at Capgemini is Emmanuelle BARTOLI, dpcapgemini.global@capgemini.com, Capgemini SE, 11, rue de Tilsitt - 75017 Paris, France. I also note that I may contact the French supervisory authority, the CNIL, regarding all questions related to the protection of my personal information. Information may be found at <https://www.cnil.fr>.

## OTHER REPRESENTATIONS AND UNDERTAKINGS

■ I acknowledge that the ESOP has been made possible through a loan made by the Lending Bank.

■ I acknowledge that I have been informed that for my investment in the ESOP, I am waiving, in consideration for the bank loan and the guarantee of my Personal Contribution by the bank from which I will benefit in the ESOP, a portion of any appreciation of the Shares subscribed on my behalf and the value of the 12.5% discount with respect to the reference price and the dividends and any other distributions on these Shares, the amount of which shall be paid or delivered to the Lending Bank.

■ I acknowledge that the guarantee of my Personal Contribution is provided by the Lending Bank and not by my employer, Capgemini, or any member of the Capgemini Group. Among other things, this means that the value of the Lending Bank's guarantee of my Personal Contribution should not be affected by any deterioration in the financial situation of Capgemini. However, I further understand and acknowledge that the value of this guarantee would be affected by deterioration in the financial condition of the Lending Bank.

■ I acknowledge that I am not relying on any financial, tax or other advice from any Capgemini Group company or the Lending Bank or any officer, employee or agent of such a company or the Lending Bank and that I have been advised to obtain independent tax advice concerning my participation in the ESOP.

■ I acknowledge that in certain exceptional circumstances that have a dilutive, concentrative or other effect on the Shares, and/or when certain events that would constitute a change of control occur, adjustments may be made to the calculation of the amount of any gain due to me or the variables and elements of such calculation (including, without limitation, the Shares, the Multiplier, the Protected Average Increase and the Reference Price (each as defined in the U.S. Supplement)).

■ I acknowledge that in certain exceptional circumstances where the applicable laws, regulations or context (including a first interpretation or a change in the interpretation thereof and including, in respect of any tax laws, regulations or context) (i) have, immediately or over time, an economic impact for the Lending Bank under the Plan; (ii) reduce the funds available to the Lending Bank; or (iii) increase the costs to the Lending Bank in performing its obligations under the ESOP (in order to fund the shortfall or compensate for the increased costs), adjustments may be made to the Multiplier, the Protected Average Increase and the Reference Price (each as defined in the U.S. Supplement) and/or the guarantee of my Personal Contribution. As a result, I may receive less than my Personal Contribution if any of these exceptional circumstances were to occur.

■ I acknowledge that Capgemini is considering making changes to the ESOP custody structure and/or terms that require additional certifications on my behalf regarding, among other things, my country of residency. I consent to such changes and agree that the Agent may implement them on my behalf.

# ACKNOWLEDGEMENTS, REPRESENTATIONS AND UNDERTAKINGS

I further agree that the Agent may make such additional certifications on my behalf.

- I acknowledge that the occurrence of certain exceptional events set out in the U.S. Supplement may result in a termination of the Promissory Note (as defined in the U.S. Supplement) with the Lending Bank. In such cases, the ESOP will terminate and the value of my investment will be determined by the Lending Bank according to market conditions prevailing on the date when the investment is wound up. I may receive less than the amount that would otherwise have been due in respect of my Personal Contribution and/or the formulas had these exceptional events not occurred.
- I understand that the value of any gain I realize under the ESOP is subject to fluctuations in the U.S. dollar/euro exchange rate.
- In order to ensure that the voting rights on the Shares I subscribe for under the ESOP are represented and exercised at Caggemini's shareholders' meetings, I am appointing Computershare Trust Company, N.A. as my proxy to attend any general and special shareholders' meetings held by Caggemini in 2023, with instructions to vote the Shares subscribed in favor of all resolutions proposed or agreed by Caggemini's Board of Directors and against all others. I understand that this appointment will be automatically renewed for successive one-year periods for up to five years, unless and until I revoke such appointment or remove my Shares from the ESOP in accordance with the terms of the ESOP. I understand that I may revoke such appointment by notifying my Human Resources Department within one week following the date of the notice of shareholder meeting. I further understand that if I prefer to not provide such appointment, I may do so by contacting my Human Resources Department when submitting this Reservation/Subscription Form.
- I acknowledge that nothing in this document or in any other materials distributed or made available to me in connection with the ESOP shall confer upon me any right or entitlement respecting my employment. Participation in the ESOP is separate from and does not constitute a part of my employment relationship with the company. In addition, I acknowledge that nothing contained in this document or in any other materials distributed or made available to me in connection with the ESOP shall confer upon me any right or entitlement respecting future offerings, whether with respect to future employee share plan offerings or otherwise.
- I have read and understand the provisions of the U.S. Supplement including those relating to the Promissory Note relating to the ESOP and agree to be bound by the terms of the Promissory Note and by the terms and conditions of the ESOP, as set forth in the U.S. Supplement.
- I shall grant in favor of the Lending Bank a security interest in all of my right, title and interest in the Shares subscribed by me to secure my obligations under the Promissory Note and acknowledge that possession of the Shares can be transferred through security lending transactions to the Lending Bank during the Holding Period (as defined below).
- I hereby appoint Caggemini North America, Inc. ("Agent"), acting through any duly authorized officer or agent, as my agent, attorney-in-fact, and proxy for the purpose of (i) executing the Promissory Note and related documents on my behalf, (ii) taking any and all actions, including entering into custody arrangements necessary or appropriate to create and perfect any security interest in my Shares to secure my obligations under the Promissory Note, in accordance with applicable law, (iii) entering into agreements with Computershare Trust Company, N.A. relating to the holding and control of my Shares pursuant to the ESOP and the sale or transfer of my Shares to the Lending Bank upon the termination of the ESOP and (iv) agreeing on my behalf to modifications or adjustments to the ESOP and the related contracts that may be necessary or advisable in its view to adapt to legal, regulatory or tax issues that may emerge during the Holding Period (as defined below). I understand and agree that my Shares will be held by Computershare Trust Company, N.A. together with Shares acquired by other participants in the ESOP and subject to a security interest in favor of the Lending Bank and that I do not have an interest in such securities account as a whole or in any Shares subscribed by other participants in the ESOP.

■ I understand and agree that my Shares will be subject to a holding period during which, except as provided in the U.S. Supplement, I will not be permitted to sell, transfer, assign or pledge my Shares or any interest I may have in the ESOP other than to the Lending Bank (the "Holding Period").

■ I agree that in the event of a change of control, to the extent permitted by law, I hereby irrevocably agree to tender (or not tender) my Shares in the manner described under "Change of Control" in the U.S. Supplement, and irrevocably agree that the Lending Bank may make such tender on my behalf. I acknowledge and represent that the execution of the Promissory Note and other agreements by Agent on my behalf will result in a contract binding on me as if I had signed the Promissory Note and such other agreements personally, and that by submitting this Reservation/Subscription Form, I will be deemed to have accepted and signed such agreements personally. I acknowledge further that by executing the Promissory Note and such other agreements on my behalf in accordance with my instructions, Agent will act only in the capacity of my agent and will not become a party to the Promissory Note or such other agreements and will incur no liability or obligation to me or to any other person.

■ I understand and acknowledge that the terms and conditions of my participation in the ESOP are governed by French law, except that certain agreements relating to the loan extended by the Lending Bank and related arrangements, including without limitation the Promissory Note, are governed by New York law.

## 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.