

General Terms and Conditions of Purchase

1. Definitions

- 1.1 Agreement: means an agreement between Capgemini and Supplier for the provision of Products, Services and/or Deliverables, consisting of these General Terms, an Order as well as any other document expressly mentioned to be part of that agreement.
- 1.2 BW: means the Dutch Civil Code (*Burgerlijk Wetboek*).
- 1.3 Capgemini: means the Capgemini Group member that enters into the Agreement.
- 1.4 Capgemini Group: the group, as referred to in article 2:24 b BW, headed by Capgemini SE.
- 1.5 Deliverables: means software, written materials, documentation, technical manuals, training materials, guides, file descriptions, notes and any other materials or items that Supplier agrees to deliver or makes available to Capgemini as part or result of the Services.
- 1.6 Employee: means a natural person employed or hired by Supplier (either directly, through a third party or as an entrepreneur who works at its own expense) and engaged in the performance of the Agreement.
- 1.7 Force Majeure: means an event, or a combination of events, which are neither the relevant Party's fault nor for its account pursuant to the law, a juridical act or generally accepted principles (in accordance with article 6:75 BW).
- 1.8 General Terms: means these General Terms and Conditions of Purchase.
- 1.9 GDPR: means the General Data Protection Regulation (Regulation (EU) 2016/679).
- 1.10 Products: means the tangible goods and/or software to be provided by Supplier to Capgemini as described in the Agreement.
- 1.11 Order: means the purchase order issued by Capgemini in writing (including by electronic means) by which Capgemini accepts the offer or the quotation of Supplier for the delivery of Products, the provision of Services and/or Deliverables.
- 1.12 Services: means the tasks, activities, functions, and responsibilities that Supplier will provide and/or perform as described in the Agreement.
- 1.13 Subcontractor: means the natural or legal person, not being Supplier or an Employee, engaged by Supplier in the performance of the Agreement.
- 1.14 Supplier: the supplier of Products, Services or Deliverables.

2. Offers and Agreements

- 2.1 Offers and quotations made by Supplier are irrevocable and will be valid for a period of three months after their receipt by Capgemini.
- 2.2 Quotations, offers, documentation and samples will be free of charge and will not be returned by Capgemini unless agreed otherwise in writing.

- 2.3 No Agreement comes into effect without an Order. The Agreement will come into effect upon the issuance of the Order unless Supplier rejects the Order in writing within five days after its issuance.

- 2.4 The applicability of any general terms and conditions of sale, delivery or other terms and conditions of Supplier are expressly excluded.

3. Price, invoicing and payment

- 3.1 The agreed prices and fees are fixed and not subject to change during the term of the Agreement. All costs and expenses for the performance of the Agreement, including but not limited to costs of transportation and travel and accommodation expenses, are included in the prices and fees.
- 3.2 All prices and fees will be in Euros and exclusive of Dutch turnover tax (BTW) but inclusive of all other taxes and charges imposed by any authorities.
- 3.3 Supplier will send invoices in accordance with Capgemini's most recent Invoicing Guide, published at <https://www.capgemini.com/nl-nl/wp-content/uploads/sites/7/2020/11/Capgemini-Invoicing-Guide.pdf>.
- 3.4 Any amounts not invoiced within 30 days after the event giving rise to the right to invoice such amounts, will be waived by Supplier.
- 3.5 Capgemini will pay invoices within 60 days after receipt of an invoice that complies with the provisions of this article 3. If Supplier qualifies as a small or medium sized company or as government, Capgemini will pay invoices within 30 days after receipt of an invoice that complies with the provisions of this article 3.
- 3.6 Payment of an invoice does not mean that Capgemini approves the Products, Services or Deliverables to which the invoice relates, as referred to in article 5 and does not release Supplier from any associated guarantee and/or liability that ensues from the Agreement.

4. Services

- 4.1 Supplier guarantees that:
 - a) It will provide the Services in compliance with the Agreement, in a careful and professional manner and in accordance with industry standards;
 - b) the Employees comply with the agreed qualifications, expertise and experience at all times duration the Agreement.
- 4.2 Supplier shall not use any open-source software, or artificial intelligence or automated decision-making systems ("AI") in its performance of Services without Capgemini's prior written approval. The Supplier shall provide Capgemini with all relevant information for the evaluation and review of the AI proposed to be used by Supplier to enable Capgemini in its approval process.

5. Delivery date or period

- 5.1 Any delivery date agreed between the parties is a strict deadline (*fatale termijn*). In the event of exceeding the deadline, Supplier will be immediately in default (*verzuim*) without a letter of default being necessary and Capgemini will be entitled to terminate (*ontbinden*) the Agreement with immediate effect, in whole or in part, or to demand Supplier to comply with its obligations, without prejudice to Capgemini's right to full compensation of damages.

6. Acceptance

- 6.1 Capgemini is entitled to subject the Products or Deliverables to an acceptance test which will take place on the basis of acceptance criteria that have been agreed between the parties or, in the absence thereof, acceptance criteria that may reasonably be expected.
- 6.2 If Capgemini (i) does not inform Supplier that the Products or Deliverables have not been accepted within 30 days after delivery or (ii) puts the Products or Deliverables into operation, Capgemini will be deemed to have accepted the Products or Deliverables, without prejudice to Capgemini's other rights.
- 6.3 In case the acceptance test reveals that the Products or Deliverables contain defects or otherwise do not function properly or as may be expected, Supplier will, within a period set by Capgemini, correct the defects and the non-functioning at no additional costs to Capgemini, without prejudice to Capgemini's other rights at law or pursuant to the Agreement.

7. Warranty

- 7.1 Supplier warrants that the Products and Deliverables are free from defects in construction, materials, production finish and form, as well as errors and defects in their nature, composition and content. Supplier also warrants that the Products and Deliverables are entirely suitable for the purpose for which they are intended and can be used, and where relevant, processed for such purpose. This warranty is valid for a period of 12 months from the date the Products or Deliverables are put into operation, unless Supplier offers a longer warranty period, in which case Supplier's standard warranty period applies.

8. Audit

- 8.1 Capgemini is entitled to audit, or to have audited, the performance of the Agreement by Supplier, including, but not limited to, the accuracy of reports and invoices, the performance of Services (including compliance with service levels), compliance with the terms of the Agreement. If the audit reveals any deficiencies, Supplier will, at its own costs, take all required remedial actions and will reimburse Capgemini for the audit costs, without prejudice to any Capgemini's other rights at law or pursuant to the Agreement.

9. Rights of intellectual property

- 9.1 All rights of intellectual property in the Deliverables that are specifically created for Capgemini will vest in Capgemini as of their creation. At Capgemini's request, Supplier will execute such documents and/or take such other steps as may be reasonably necessary to properly

transfer such rights to Capgemini or its nominee and otherwise to secure, protect and enforce such rights. Supplier hereby irrevocably waives all moral or other non-transferable rights in the Deliverables.

- 9.2 Supplier will indemnify Capgemini and its clients against all claims that the Products or Deliverables or their use infringe any right of intellectual property of a third party.

10. Confidential information

- 10.1 All information provided by one party to the other party, is considered to be confidential information, including, but not limited to, trade secrets, know how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information and in general all information that is confidential in nature, including Capgemini and Capgemini's clients' data. The party receiving the confidential information will only use this information for the purpose for which it has been provided and will not disclose it to third parties, including Subcontractors, without the other party's prior written consent.
- 10.2 Supplier will disclose Capgemini's confidential information only to those Employees who have a need to know.
- 10.3 Capgemini and Supplier will oblige their employees and/or third parties that are involved in the performance of the Agreement to comply with the confidentiality obligations this article 9.
- 10.4 The confidentiality obligations set out in this article 9 do not apply to information which:
- a) was already known to the other party prior to the Agreement was entered into;
 - b) is generally available other than by infringement of the Agreement,
 - c) has been received from a third party without restrictions, if and insofar as this third party has a right to provide the information;
 - d) has been disclosed pursuant to a statutory obligation or order.
- 10.5 Confidential information remains the property of the party who provided the confidential information and will be returned to this party, or at its option be destroyed, by the other party immediately upon the request to do so.

11. Personal data and security

- 11.1 If during the performance of the Agreement Supplier processes personal data on behalf of Capgemini as a processor or receives personal data from Capgemini, Supplier is obliged to enter at Capgemini first demand into a separate agreement with Capgemini for the protection of such Personal Data.
- 11.2 If applicable to the Services, Supplier will implement and apply appropriate technical and organizational security measures that at least conform to industry standards.

12. Employee identity, work permit

- 12.1 This article 11 applies to Employees involved in the provision of the Services.
- 12.2 Supplier is responsible for checking the identity of Employees. In case the Products, Deliverables and/or Services are provided under contracting of work (aanneming van werk) or under the management and supervision of Capgemini (inlening), whether performance will (partially) take place at Capgemini's premises or not, Supplier will, prior to the start of the Services, provide Capgemini with the following personal data:
- a) name;
 - b) date of birth;
 - c) address;
 - d) social security number (BSN);
 - e) nationality;
 - f) type, number and validity period of identity;
 - g) if applicable, the presence of an A1 certificate, residence permit, work permit or if applicable and in accordance with article 15 of the Netherlands Foreign National (Employment) Act (Wet Arbeid Vreemdelingen), a copy of the identity document, residence permit and/or work permit.
 - h) If a work permit is required for any Employee, Supplier will ensure that such work permit is obtained prior to and valid during such Employee's involvement in the Services. Supplier will impose similar provisions on the Subcontractors.
- 12.3 Supplier indemnifies Capgemini, and its clients, against all claims made by or fines imposed by regulators or government authorities resulting from non-compliance with article 11.2.
- 12.4 In case of (reasonably threat of) a claim or a fine, as referred to in article 11.3, Capgemini is entitled to terminate the Agreement in writing with immediate effect, without a notice of default being required and without prejudice to Capgemini's other rights, including the right to compensation for damages.

13. Employment terms, taxes and social insurance

- 13.1 Supplier will comply (i) with applicable laws and regulations, including, but not limited to, any applicable collective labour agreement (CAO) and tax and social insurance laws and (ii) in time and in full with all obligations arising from the employment contracts in effect between Supplier and Employees. Supplier will impose similar provisions on the Subcontractors.
- 13.1 Supplier will indemnify Capgemini against (i) all damages and losses, including, but not limited to costs of legal assistance, (ii) all claims by Employees or the Subcontractors' employees and (iii) all fines imposed by a regulator or government authority resulting from any failure to comply with article 12.1.

14. Assignment, subcontracting

- 14.1 Supplier is not entitled to assign the Agreement, in whole or in part, to a third party without Capgemini's written consent.

- 14.2 Capgemini is entitled to assign the Agreement, in whole or in part, to a member of the Capgemini Group or a third-party.
- 14.3 If Supplier wishes to make use of a Subcontractor in the performance of the Agreement, it will request Capgemini's prior written consent. In any event, Supplier will remain fully responsible and liable for the performance of the Agreement and for all acts and omissions of the Subcontractors.

15. Termination

- 15.1 Capgemini is entitled to terminate the Agreement at any time and without any obligation to compensate Supplier's losses or damages, provided it gives four weeks' prior written notice.
- 15.2 Capgemini is entitled, to terminate the Agreement, in whole or in part, in case Supplier breaches one or more of its obligations under the Agreement, and, if such breach is capable of being remedied, fails to remedy that breach within the reasonable period stipulated in a notice of default, without prejudice to Capgemini's other rights at law or pursuant to the Agreement.
- 15.3 Capgemini is entitled to suspend or terminate the Agreement, in whole or in part, with immediate effect and without any obligation to compensate Supplier's losses or damages, in any of the following events:
- a) Supplier's bankruptcy (*faillissement*) or suspension of payment (*surseance van betaling*) or if an application thereto is filed;
 - b) Supplier's business is wound up or discontinued;
 - c) a change of control over Supplier or the transfer of a substantial part of Supplier's assets to a third party;
 - d) the death of Supplier;
 - e) Supplier loses the licences necessary for the performance of the Agreement; or
 - f) seizure (*beslag*) of (a substantial part of) the Supplier's assets.
- 15.4 Either party is entitled to terminate the Agreement, in whole or in part, by written notice with immediate effect in case of Force Majeure lasting, or reasonably to be expected to last, for more than fifteen days, without any obligation to compensate the other party's losses or damages.
- 15.5 Capgemini's claims on Supplier, including any claims for compensation of losses or damages, will become immediately due and payable in full upon termination of the Agreement, regardless of the ground for termination.
- 15.6 In case the Agreement is terminated, Supplier will return all materials, specifications and information in its possession in connection with the Agreement to Capgemini without charge and without exercising any suspension and/or retention right.

16. Force Majeure

- 16.1 A party affected by Force Majeure will notify the other party forthwith of its nature and likely duration as well as its obligations that are affected. Upon giving notice

the party will be excused from its notified affected obligations for as long as the Force Majeure continues.

- 16.2 With regard to Supplier, shortages or illness of staff, strikes, non-performance by third parties involved by Supplier, or liquidity or solvency problems suffered by Supplier or third parties involved by Supplier do not constitute Force Majeure.

17. Liability

- 17.1 Supplier's total liability under the Agreement is limited per event to the higher of (a) an amount equal to three times the fees paid and payable under the Agreement or (b) EUR 1.250.000,-.
- 17.2 Capgemini's total liability under the Agreement is limited for the whole duration of the agreement to the total amount paid and payable to Supplier under the Agreement, but in no event exceeding the amount of EUR 250.000,-.
- 17.3 No limitation or exclusion of liability applies in case of gross negligence (*grove nalatigheid of bewuste roekeloosheid*), wilful intent (*opzet*), fraud or breach of Supplier's obligations under articles 8 to 12.
- 17.4 Supplier will indemnify Capgemini against all claims of third parties with regard to product liability pursuant to articles 6:185 – 6:193 BW.

18. Insurance

- 18.1 During the term of the Agreement, Supplier will maintain sufficient and adequate insurance, including as a minimum for:
- a) general (business) liability, including coverage for bodily injury and property damage; and
 - b) in case of the provision of Services, professional liability.
- 18.2 At Capgemini's first request, Supplier will provide a copy of the relevant insurance policy or the insurance certificate, as well as proof of payment of the insurance premiums.
- 18.3 The insurance policy will, as a minimum, provide cover for an amount of € 500,000 per event and 200% of this amount per year.

19. Compliance

- 19.1 Supplier guarantees that it and its Subcontractors will comply with the latest version of Capgemini's policies, including Supplier Standards of Conduct, as published on <https://www.capgemini.com/us-en/about-us/management-and-governance/policies/>.
- 19.2 Supplier will comply with all anti-corruption laws. Supplier is not permitted to give, promise or offer the prospect of any gift, reward, compensation or advantage of any type whatsoever to an employee or representative of Capgemini with the aim of persuading him/her to do or refrain from something to Supplier's advantage. Such a practice could be a ground for Capgemini to (partially) terminate the Agreement.
- 19.3 Supplier guarantees that the Employees and Subcontractors will comply with the applicable statutory health and safety and environmental regulations.

- 19.4 Supplier will comply with the principles of the United Nations Global Compact (www.unglobalcompact.org) in delivering the Products, Services or Deliverables.

- 19.5 Supplier guarantees that neither it nor the Subcontractors (a) act in violation of this article 18 and (b) are guilty of socially unacceptable practices such as discrimination or child labour, as defined in ILO Convention 182, or inadequate working conditions. Supplier will inform Capgemini as soon as possible in case Supplier or a Subcontractor acts in violation of this article 18.

- 19.6 Supplier will, at Capgemini's first request and at its own costs, answer questions or requests for information in relation to this article 18 to enable Capgemini to assess Supplier's compliance. Supplier shall also answer and return surveys from Capgemini concerning the policy promptly.

- 19.7 Supplier will regularly check compliance with this article 18 by the Subcontractors without this causing any interruption of performance of the services provided to Capgemini. Supplier will notify Capgemini in writing immediately of any breach by Supplier or by a Subcontractor of this article 18.

20. Export Control

- 20.1 When delivering Products, Services or Deliverables to Capgemini, Supplier undertakes to comply with all applicable laws, regulations, rules and requirements relating to trade sanctions, foreign trade controls, export and re-export controls, non-proliferation, anti-terrorism and similar laws, including without limitation, those of the European Union and its Member States, including the Netherlands, and, when applicable, the U.S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR), and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) (together, "Export and Sanctions Law").
- 20.2 Supplier represents that neither it nor any of its affiliates involved in providing Products, Services and/or Deliverables to Capgemini is:
- i. currently the target of any economic or financial sanctions or trade embargoes administered or enforced by the United Nations Security Council (UN), the European Union (EU), His Majesty's Treasury (UK), or the United States Government (including without limitation OFAC, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce);
 - ii. more than 50% owned, or is controlled, directly or indirectly, by an entity or a person which is subject to these sanctions;
 - iii. located, organized or resident in a country or territory that is the subject or the target of territory-wide sanctions, which for the purposes of this Agreement currently includes but is not limited to Crimea, Cuba, Iran, North Korea, and Syria;
 - iv. located in China, Russia, Venezuela or Burma and develops, maintains or use military items.

- 20.3 If Supplier or any of its affiliates is or becomes subject to Export or Sanctions Laws, and as a result, Capgemini is unable to perform any of its obligations hereunder, then Company shall have the right to terminate this Agreement forthwith, without thereby incurring any liability.
- 20.4 Supplier represents and warrants that the Products, Services and/or Deliverables it provides to Capgemini are not export controlled. To the extent that goods or services it intends to provide to Capgemini are export controlled (i.e., a military item or an item listed as dual-use by Export and Sanctions Law), Supplier will inform Capgemini before submitting an offer and Capgemini will provide further instructions to Supplier regarding the process to be followed.

21. Miscellaneous

- 21.1 Supplier is not allowed to use Capgemini's name or logo, or registered trademarks, in its publications and or advertising without first obtaining Capgemini's written consent.
- 21.2 Changes and additions to the Agreement will only be binding if these are agreed in writing.

22. Applicable law and disputes

- 22.1 The Agreement is governed by the laws of The Netherlands.
- 22.2 The applicability of the United Nations Convention on the international sale of goods ('Vienna Sales Convention') is expressly excluded.
- 22.3 Disputes between Capgemini and Supplier, which can not be resolved amicably, will be exclusively submitted to the competent court in Amsterdam.