

General Terms and Conditions of Purchase Sogeti (GTC Version 06.2018)

1. General

- 1.1. Orders and commissioning of work of Sogeti Deutschland GmbH (hereinafter referred to as "Sogeti") are carried out exclusively on the basis of these General Terms and Conditions of Purchase. These General Terms and Conditions of Purchase shall, subject to explicit individual agreements which deviate from these, apply vis-à-vis any company, legal entity under public law or special public fund for all current and future supplies and services to Sogeti. Any terms and conditions of the supplier shall be excluded.
- 1.2. Conflicting or deviating conditions of the supplier shall have no effect, unless application thereof with respect to a specific service or a specific order was expressly agreed in writing.
- 1.3. These General Terms and Conditions of Purchase also apply if Sogeti accepts the services without reservation even though Sogeti is in knowledge that the supplier's general terms and conditions contradict or differ.
- 1.4. If relevant in individual cases the applicable statutory provisions shall apply additionally. For cross-border agreements, the INCOTERMS of the International Chamber of Commerce, Paris and the Uniform Rules for Letters of Credit from ERA shall apply in addition each in the respective applicable version.

2. Orders / Commissioning of work

- 2.1. Orders and commissioning of work shall only be legally binding if issued by Sogeti in writing, or if confirmed by Sogeti in writing. Deviations from these General Terms and Conditions of Purchase shall require the express written confirmation of Sogeti. Oral side agreements are not binding for the Sogeti.
- 2.2. The supplier may only accept orders by email if this has been expressly agreed with Sogeti and the emails contain the agreed sender ID.
- 2.3. The respective contract shall come into force with the content of the order or the content of the work commissioned by Sogeti, subject to the right of Sogeti to amend the order (time of delivery, order amount, etc.), if the supplier does not object. Any objection by the supplier against the respective order or work commissioned shall only be valid if specific grounds are stated within five working days after receipt of the order.
- 2.4. Through conclusion of the contract the supplier acknowledges that it has informed itself regarding the manner of execution and the scope of the service by reviewing all respective plans and service specifications available for the respective order for goods or services.
- 2.5. The supplier shall fulfil the request of Sogeti issued following the conclusion of the contract to amend any goods or services with respect to quality or quantity insofar as can be reasonably expected of it, and insofar as an agreement is reached regarding any price adjustments.

3. Payment conditions, prices, packaging

- 3.1. The price stated in the order or commissioning of work issued by Sogeti is binding. Unless otherwise agreed in writing, the price is including delivery "free domicile" to the address indicated in the order and including packaging. Statutory VAT and

customs duties are included in the price and shall be indicated separately. VAT shall be calculated at the prevailing rate on the day VAT is incurred.

- 3.2. At the request of Sogeti the supplier is obliged to take back any packaging at its own cost. Sogeti shall not be required to declare an express reservation in this respect.
- 3.3. Sogeti shall be provided with verifiable invoices in duplicate for all services rendered and all goods delivered. These invoices shall indicate Sogeti's order numbers. The supplier is responsible for the consequences of any non-compliance with the foregoing obligations unless it can prove that it is not responsible for such non-compliance.
- 3.4. Unless otherwise agreed payments shall be made either within 14 days after date of invoice less 2 % discount or within 30 days of receipt of the invoice net.
- 3.5. The agreed prices shall compensate all costs incurred until the contract has been fulfilled (e.g. packaging, transport, insurance, customs, assembly, consumer taxes).
- 3.6. If from the amounts owed by Sogeti to the supplier (service provider) based on a contract taxes (including withholding taxes), customs duties or other charges have to be retained due to mandatory statutory requirements Sogeti shall retain these amounts and pay them in accordance with statutory requirements. Sogeti shall deduct the amounts retained from the agreed remuneration / agreed price to be paid to the supplier (service provider).
- 3.7. The supplier is required to report and pay any taxes due as a result of its activities. If Sogeti is held liable for tax debt or other debts of the supplier, the supplier shall reimburse such loss.

4. Deadlines, dates, breach of duty

- 4.1. The agreed delivery dates and performance deadlines/dates are binding.
- 4.2. If the supplier cannot meet the delivery dates the contracting party, or in the event of framework agreements, the party requesting the order or service shall be informed promptly about the delay stating the reasons therefor and the expected duration of the delay.
- 4.3. Operational disturbances, failures of previous suppliers, shortages of energy and raw materials, traffic delays, insofar as such events were unforeseeable and unavoidable, as well as strikes and lock-outs, official orders and other cases of force majeure shall release the party concerned for the duration of the disturbance and to the extent of its impact from the obligation to delivery or acceptance. In cases of force majeure the parties shall jointly agree on an appropriate new date for delivery or performance.
- 4.4. If performance or acceptance of the service is hereby (see 4.3) delayed by more than one month each party shall be entitled, excluding all other claims, to rescind the contract with respect to the volumes affected by the disturbance concerning delivery or acceptance.
- 4.5. During normal business hours Sogeti shall be entitled after appropriate prior notice to inspect the product currently being manufactured or products already manufactured. The supplier shall ensure

- that Sogeti is also able to access the property of third-parties if necessary.
- 4.6. In the event of a breach of duty by the supplier Sogeti shall be entitled to statutory rights. By accepting culpably delayed delivery/performance Sogeti does not waive any claims for compensation or contractual penalties. Moreover, for each day of a breach of duty by the supplier a contractual penalty of 1% of the net price of the respective delivery or service shall be due, amounting to a maximum of 10% of the net price. The supplier may however provide evidence that Sogeti did not incur a loss, or that the loss incurred by Sogeti was significantly lower than the fixed amount.
- 4.7. Sogeti is entitled to transfer or assign claims and rights from the respective order or work commissioned to third-parties.
- 5. Delivery / performance**
- 5.1. Unless otherwise agreed in writing, delivery shall be "free domicile" to the address indicated in the order. Each delivery shall contain the delivery notes in triplicate. All delivery papers and delivery notes shall describe the contents of the package and contain Sogeti 's order numbers.
- 5.2. The supplier shall mark the goods and services ordered as designated for Sogeti.
- 5.3. The supplier shall only be entitled with the written permission of Sogeti to have the order or parts thereof carried out by independently operating third-parties.
- 5.4. The supplier shall not be entitled to make part deliveries or render services in part unless it is not unreasonable and does not infringe justified interests.
- 6. Transfer of risk**
- 6.1. Transfer of risk shall be based on the agreed delivery conditions. Unless otherwise agreed risk shall pass to Sogeti upon delivery and acceptance of the goods at the agreed place of receipt.
- 7. Warranty and termination**
- 7.1. The supplier warrants that its services fully meet the contractually agreed characteristics, that they are suitable for the use stipulated under contract and that they are in accordance with state of the art technology and all relevant private law and public law standards. The supplier further warrants that third-party rights are not infringed through its contractual services, in particular no property rights, copyrights or patent rights are infringed. The limitation period for claims for defects is based on § 438 German Civil Code (*Bürgerliches Gesetzbuch*).
- 7.2. If a service is rendered in a manner that is defective or not in accordance with contract the supplier shall be obliged after a complaint has been made to this effect to re-perform the service for Sogeti without defects and in full compliance with contract within a reasonable deadline set by Sogeti at no additional cost. If supplier fails to re-perform all services or a substantial part of the services within the deadline set Sogeti for reasons which lie in the responsibility of the supplier, Sogeti shall be entitled at its choice to demand an adequate reduction of fees, to have the services rendered by a qualified third-party at the cost of the supplier or to rescind the contract.
- 7.3. The supplier agrees to render the services with appropriately qualified employees.
- 7.4. The supplier warrants that it observes all export control regulations of domestic and foreign law in connection with the delivery.
- 7.5. If there are justified grounds the supplier shall upon request of Sogeti provide a certificate of origin for the goods.
- 7.6. The warranty period is 24 months from acceptance or handover.
- 7.7. If the supplier does not satisfy a warranty claim of Sogeti within an appropriate deadline set by Sogeti or if an attempt to remedy a defect fails Sogeti is entitled to remedy the defect or arrange substitute delivery itself at its own cost. The same shall apply in urgent situations.
- 7.8. In the event of successive supply contracts Sogeti may rescind the entire order if at least two deliveries are completely or partially carried out incorrectly.
- 7.9. In the event of a contract for the performance of a continuing obligation Sogeti shall be entitled to terminate it for convenience with a notice period of one week without stating grounds unless agreed otherwise.
- 7.10. Until the valid conclusion of an order Sogeti is entitled at any time to terminate the offer with immediate effect. Any discrepancy in quantity shall be deemed a defect. In case Sogeti has the obligation to object and to inspect delivered goods or services rendered, the time-limit for such inspection shall be at least 14 days.
- 7.11. In the event of a negligent breach of duty by Sogeti or its vicarious agents the liability of Sogeti shall be restricted to foreseeable loss typical for this type of contract. For default by Sogeti with payment duties, default interest of 5 % per annum shall be due.
- 8. Product liability**
- 8.1. If the supplier is responsible for product damage it is obliged to release and indemnify Sogeti from any compensation claims of third-parties on first request.
- 8.2. In the context of its liability for claims within the meaning of 8.1 the supplier is also obliged to reimburse any expenses resulting from or connected with a product recall measure carried out by Sogeti. This does not affect other statutory rights.
- 8.3. The supplier agrees to maintain a product liability insurance policy with coverage of EUR 5 million (in words: five million euro) per personal injury/property damage – lump sum; any further rights which Sogeti may have are not affected.
- 9. Intellectual property rights**
- 9.1. The supplier shall ensure that all merchandise delivered and all other services are free of intellectual property rights of third parties. The supplier shall release and indemnify Sogeti on first written request from any third-party claims owing to infringements of intellectual property rights and bear all costs that arise from any such infringements unless these are based on intent or gross negligence of Sogeti.
- 9.2. The supplier's obligation to indemnify refers to all expenses incurred by Sogeti from or in connection with the claim by a third-party and if the circumstances relevant to product liability change or if such change is impending.

10. Reservation of title

- 10.1. Sogeti shall retain title and copyrights in drawings, illustrations, calculations, descriptions, models, tools and other documentation and equipment provided by Sogeti to supplier. The supplier may not make the content of these items available to third-parties without the express written consent of Sogeti. It may not disclose them itself or through third-parties, nor may it use them for purposes other than as intended by Sogeti.
- 10.2. The supplier shall return these items at any time at the request of Sogeti, and shall also return them to Sogeti when they are no longer required in the usual course of business. Sogeti shall retain full title in all other materials made, tools and other items made available to supplier by Sogeti. If these items provided to supplier are irreversibly mixed with other items, processed or remodelled it is agreed that the supplier transfers proportionate co-ownership to Sogeti.

11. Utilisation rights

- 11.1. If in the context of its contractual activities for Sogeti the supplier produces work results (e.g. programming, software and documentation, training documentation, concepts etc.), it grants Sogeti an exclusive, transferable right, unrestricted in terms of territory, time and content to use and utilise all work results. This shall include the right to duplicate, process, disseminate, sub-license and all types of use. In particular Sogeti is entitled to grant its customers a worldwide, unrestricted and exclusive right to use such work results and any derivative works thereof.
- 11.2. If in the context of its contractual activities for Sogeti the supplier makes inventions or produces results capable being protected under patent or other intellectual property protection laws, it is obliged to inform Sogeti hereof and offer them to Sogeti. Sogeti shall have the exclusive right to register and utilise them unless Sogeti waives this right in writing.

12. Confidentiality

- 12.1. The supplier agrees to observe confidentiality with respect to the content of any order, assignment or commissioned work, in particular regarding the conditions, and to observe applicable data protection laws and regulations. It shall also observe any postal secrecy requirements.
- 12.2. The supplier shall treat as confidential without exception all confidential information made available to it in connection with any order, assignment or commissioned work. For the purposes of this provision confidential information is information, documents, facts and data described as confidential or which, from its nature, must be regarded as confidential, particularly personal data. This does not apply to information which is already available to the public or which was already in the possession of the supplier prior to transmission thereof.
- 12.3. The supplier also agrees to only grant such employees and subcontractors access to confidential information of Sogeti who are entrusted with providing services in the context of the respective agreements and with whom appropriate agreements on confidentiality and data protection have been concluded.
- 12.4. The aforementioned confidentiality agreements shall continue to apply for a period of three years after the respective merchandise has been delivered or the service has been completed. With

respect to personal data the confidentiality agreement shall not expire and shall be unlimited in time.

- 12.5. The supplier may not use the business relationship with Sogeti as such, nor the content thereof for advertising purposes without the prior consent of Sogeti.

13. Data privacy

- 13.1. The supplier agrees to comply with the provisions of the applicable data protection laws and the principle of secrecy in telecommunications pursuant to the Telecommunications Act (*Telekommunikations-gesetz*). The supplier is in particular prohibited from using personal data and data to which the principle of secrecy in telecommunications applies for purposes other than as agreed to fulfil the assignment, and from making data accessible to employees who are not directly involved in fulfilment of the contract.
- 13.2. The supplier is obliged to only employ service staff who has been obligated to observe the obligation of confidentiality/data privacy.
- 13.3. If the provision of services or other cooperation between the parties involve the processing personal data of Sogeti or a customer of Sogeti or its employees or business partners, the supplier shall always use the level of protection in accordance with GDPR and the applicable national data protection laws when processing or using such personal data. This shall also apply if access to personal data cannot be excluded in the context of provision of the services.
- 13.4. The supplier shall protect all data used during the service provision, in particular personal data, from misuse and loss, and shall take technical and organizational measures for this purpose which comply at least with the statutory and other provisions.

With regard to the personal data of the customer, the customer is the data controller within the meaning of the GDPR. The supplier acts as subcontractor. The Partner hereby agrees to comply with Capgemini's instructions regarding the data processing or, at the request of the customer and/or the applicable data protection law, to enter into an agreement on data processing with Capgemini, which consists with the respective data processing agreement concluded between Capgemini and the customer.

14. Work safety, accident prevention and safety; changes in product or procedures

- 14.1. Within its economic and technical possibilities the supplier shall provide the contractually agreed products and services in a manner that is as environmentally friendly as possible.
- 14.2. The supplier is obliged to observe relevant legal provisions and regulations regarding work protection, preventing accidents, systems safety (as well as Sogeti's own location-based requirements) and to maintain an effective management system in the aforementioned areas and to provide evidence thereof or grant inspection thereof at the request of Sogeti.
- 14.3. Suppliers who are in ongoing business relationships with Sogeti shall inform Sogeti promptly if they intend to introduce changes in products or processes with respect to the products or services provided to Sogeti.

15. Integrity

15.1. The supplier shall fulfil the contracts concluded with Sogeti in accordance with applicable laws, in particular the legal requirements on combating corruption. The supplier shall implement all suitable technical and organisational measures to prevent bribery and other activities that constitute unfair competition in its area of responsibility. In particular, the supplier undertakes not to directly or indirectly

(1) make payments or grant discounts to an employee of Sogeti or an employee of a group company of Sogeti,

(2) grant benefits of significant value to an employee of Sogeti or an employee of a group company of Sogeti,

(3) conduct business with employees of Sogeti or an employee of a group company of Sogeti without the prior written consent of Sogeti.

15.2. If the supplier (1.) notices corruption or alleged breaches of legal requirements, (2.) has a justified suspicion regarding corruption or (3.) gains knowledge of investigations related to corruption the supplier shall inform Sogeti thereof without undue delay.

15.3. A breach of the aforementioned provisions by the supplier shall constitute good cause that justifies termination without notice by Sogeti. Sogeti may also terminate the contract without notice (1.) if the supplier suffers a loss of image with respect to business practices which breach its obligations pursuant to this sec. 15 unless the supplier has informed Sogeti in writing in advance of such non-observance of the obligation; or (2.) if Sogeti suffers a loss of image due to acts or omissions of the supplier which breach the obligation to act with integrity.

16. Corporate Responsibility & Sustainability

16.1. The Capgemini company group, which Sogeti is a part of, has committed itself to a responsible manner of conducting business and in this respect created the Principles of Corporate Responsibility & Sustainability („CRS“). All suppliers and service providers of Sogeti shall observe these principles.

They include:

(1.) The "**Core Principles of Sustainable Procurement**". These are the CRS requirements for all suppliers co-operating with Sogeti which can be found on the following website: www.capgemini.com, and which the supplier undertakes to observe. The supplier bears responsibility that it and its subcontractors observe the regulations set out in the **Core Principles of Sustainable Procurement**.

(2.) The "**Environmental Policy**". The supplier agrees in its activities to act in full compliance with regional, domestic and international regulations of environmental law and in accordance with the provisions of the **Environmental Policy** which are available on the following website: www.capgemini.com.

17. Insurance

17.1. The supplier agrees to conclude insurance policies at its own cost which cover all risks associated with its performance of contractual services.

17.2. The supplier shall provide Sogeti with the insurance certificates or equivalent evidence that such insurance policies exist. The supplier shall

inform Sogeti of any termination or significant changes of coverage 30 (thirty) days in advance.

18. Assignment/Set-off/Right of retention

18.1. The supplier may only assign claims to payment of the purchase prices with the prior consent of Sogeti.

18.2. The supplier is only entitled to set-off and exercise rights of retention if its counter-claims are undisputed or recognised by declarative non-appealable judgment. Rights of retention may only be exercised in the contractual relationship on which the claim of Sogeti is based.

19. Set-off with affiliated companies

19.1. Sogeti is entitled to set-off claims of companies affiliated with it within the meaning of §§ 15 ff Stock Corporation Act against claims of the supplier. Companies affiliated with Sogeti within the meaning of §§ 15 ff Stock Corporation Act may set-off claims of the supplier against their own claims. At the written request of the supplier Sogeti shall provide information regarding the affiliated companies entitled to set-off.

20. Final provisions

20.1. Unless otherwise stipulated by mandatory statutory provisions Berlin shall be the exclusive place of jurisdiction for all disputes between the supplier and Sogeti.

20.2. The contractual relationships between the supplier and Sogeti shall be subject exclusively to the law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.3. The contracts concluded shall continue to apply even if individual provisions of the contracts prove to be invalid. The parties shall replace the provision concerned with a provision that, to the extent possible, reflects the originally intended economic and legal purpose.

20.4. **Note:** The supplier hereby acknowledges that Sogeti also stores and processes business related personal data from the contractual relationship for the purpose of data processing.