



General Terms and Conditions of Purchase Capgemini (GTC Version 10.2022)

1. General

1.1. These General Terms and Conditions of Purchase (hereinafter "GTC") 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 (hereinafter "Supplier") for all current and future provision of goods and services to the customer (hereinafter "Capgemini", together with the Supplier hereinafter "Parties"). These GTC apply accordingly to pre-contractual relationships.

1.2. Conflicting, deviating, or supplementing conditions of the Supplier, in particular any (general) terms and conditions, shall have no effect, unless application thereof with respect to an order or commissioning of work was expressly agreed for specific goods or services.

1.3. These GTCs also apply if Capgemini accepts the goods or services without reservation in knowledge of any conflicting, deviating, or supplementing conditions of the Supplier.

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 or confirmed by Capgemini at least in text form (by using a simple digital signature or scanned signatures [PDF]). Deviations from these GTCs shall require the express written confirmation of Capgemini. Verbal side agreements are not binding for the Capgemini.

2.2. The Supplier may only accept orders by email if this has been expressly agreed with

Capgemini 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 Capgemini as well as these GTCs, subject to the right of Capgemini 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. Any concerns of the Supplier relating to the intended type of execution, or the materials, preparatory work or documents provided by Capgemini must be communicated to Capgemini in writing without delay. The same applies if the Supplier recognizes or must recognize that other information or requirements of Capgemini are incorrect, incomplete, unclear, or unsuitable for execution.

2.5. The Supplier shall fulfil any change requests of Capgemini issued following the conclusion of the contract regarding amendment of any goods or services with respect to quality and/or quantity insofar as can be reasonably expected, and insofar as an agreement is reached regarding any price adjustments.

3. Payment conditions; prices

3.1. The price stated in the order or commissioning of work issued by Capgemini is binding. Statutory value added tax and customs duties are included in the price and must be



stated separately. Value added tax shall be charged at the rate applicable on the day it is incurred. Incidental costs (including overnight accommodation, travel costs, expenses, travel times) shall only be reimbursed to the extent agreed in accordance with the order and, if no lump sum has been agreed, only against proof and shall be included in the price and stated separately. The written declaration of acceptance or the signed proof of performance as well as any receipts for incidental costs shall serve as the basis for invoicing to Capgemini and shall be enclosed with the invoice.

3.2. Verifiable invoices for goods delivered and services rendered shall be sent to Capgemini with reference to the respective order number and, if applicable, delivery note number, place of delivery and name of any contact person of Capgemini to the invoice address stated in the order or commissioning of work by the 5th working day of the following month at the latest. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation unless the Supplier can prove that he is not responsible. The invoice must allow for a clear and easily verifiable identification and verification of the service for which the invoice is issued. Any information missing from the invoice must be contained in other documents. These other documents must be precisely identified in the invoice. A blanket reference to the activity or the subject matter of the service is not sufficient.

3.3. Payments by Capgemini shall only be made against proper invoicing. Unless otherwise agreed, payments shall be made net within 60 days, provided the invoice is factually and arithmetically correct. The payment period shall run from the date of receipt of the invoice, but not before the agreed delivery date and not before the actual delivery of the goods or performance of the service and, if applicable, acceptance. Otherwise, the invoice shall be returned, and a clarification shall be brought about between the Supplier and Capgemini. The invoice shall also be returned in the case of invoices with incomplete attachments.

3.4. The agreed prices shall cover all costs incurred up to fulfilment of the contract (e.g., for packaging, transport, insurance, customs clearance, assembly, excise duties).

3.5. If taxes (incl. withholding taxes), customs duties or other levies must be withheld from the amounts owed by Capgemini to the Supplier (service provider) based on a contract due to mandatory provisions in one of the countries involved, Capgemini shall withhold and pay these as required by the relevant statutory provisions. Capgemini shall deduct the amounts to be withheld from the agreed remuneration/price payable to the Supplier (service provider).

3.6. The Supplier is obliged to declare and pay all taxes payable based on its activities by itself. If Capgemini is held liable for tax or other debts of the Supplier, the Supplier will indemnify Capgemini this damage.

4. Packaging

4.1. In the absence of any contrary agreement in the order or commissioning of work, the agreed price shall include any packaging.

4.2. At Capgemini's request, the Supplier shall be obliged to take back any packaging at its expense without Capgemini having to declare an express reservation.

5. Deadlines and dates; force majeure

5.1. The agreed deadlines and dates for delivery and performance are binding.

5.2. If the date of delivery/performance cannot be met by the Supplier, Capgemini shall be notified immediately in writing, stating the reasons and the duration of the delay. The Parties shall jointly discuss the effects of the delay as well as possible remedial measures. Unless otherwise agreed, the statutory default provisions shall apply to delays triggered by the Supplier.

5.3. Operational disruptions, failures of upstream suppliers, shortages of energy or raw materials, traffic disruptions, insofar as such



events were not foreseeable and unavoidable, as well as strikes, lockouts, official decrees, and other cases of force majeure shall release the party affected thereby from the obligation to deliver or to accept the affected goods or services for the duration of the disruption and to the extent of its effect. In cases of force majeure, the Parties shall jointly agree on a reasonable new date for the performance of the service.

5.4 If the delivery or acceptance of the goods or services is delayed by more than one month as a result, each party shall be entitled to withdraw from the contract regarding the part of the goods and services affected by the disruption in delivery or acceptance, to the exclusion of all further claims.

6. Breaches of duty by the Supplier

6.1. In the event of a breach of duty by the Supplier Capgemini shall be entitled to statutory rights. By accepting culpably delayed delivery/performance Capgemini does not waive any claims for compensation or contractual penalties.

6.2. Moreover, for each day of a breach of duty by the supplier a contractual penalty of 1% of the net price of the respective goods or services shall be due, amounting to a maximum of 10% of the net price. The Supplier may however provide evidence that Capgemini did not incur a loss, or that the loss incurred by Capgemini was significantly lower than the fixed amount. Capgemini reserves the right to claim damages in excess of the contractual penalty.

7. Delivery and provision of services

7.1. Deliveries and services under sales contracts shall be, if not otherwise agreed in the order or commissioning of work, "free domicile" to the address indicated in the order. Each delivery shall contain the delivery notes in triplicate. In addition, goods and services shall be provided at the place specified in the order or commissioning of work.

7.2. All delivery papers and delivery notes shall describe the contents of the package.

7.3. The Supplier shall mark the goods and services ordered as designated for Capgemini by including the respective order number.

7.4. The Supplier shall not be entitled to make partial deliveries and render partial services without Capgemini's prior consent, which must be given at least in text form, unless this would be unreasonable and contrary to the justified interests.

8. Transfer of risk and acceptance

8.1. The transfer of risk in the case of deliveries and services under a sales contract shall be governed by the agreed delivery conditions. If no agreement has been made, the risk shall pass to Capgemini upon delivery and acceptance of the goods at the agreed place of receipt.

8.2. In all other cases, the goods and services provided by the Supplier under a contract for work or contract for services, except for pure consulting services, shall be subject to acceptance. Upon making the goods or services available for acceptance, a functional examination shall take place, which must provide evidence that the goods and services provided have the contractually agreed-upon standards and accomplish the agreed functionalities and performance criteria. If defects are ascertained during the functional examination, the Supplier shall correct them without delay. The completion of the functional examination does not constitute acceptance within the meaning of § 640 of the German Civil Code (BGB). Acceptance of the Supplier's goods and services shall take place in writing, if necessary, after successful acceptance of the overall performance by the Capgemini-Customer. Capgemini shall only be obliged to carry out a prior partial acceptance if this has been expressly agreed in writing in deviation from these GPC. Documents shall be handed over to Capgemini for approval and shall be accepted by Capgemini.



8.3. Payments by Capgemini do not mean that the goods and services have been accepted or that acceptance is waived.

9. Capgemini audits

9.1. During normal business hours, Capgemini shall be entitled to inspect the goods being manufactured or already manufactured after giving reasonable notice in advance.

9.2. In addition, in the event of justified cause (e.g., in the event of non-compliance with agreements, performance and delivery periods, etc. by the contractor), Capgemini shall be entitled to inspect the performance of the services by the Supplier during normal business hours and to inspect the materials, documents and performance results that are directly or indirectly related to the goods and services. The Supplier shall ensure that Capgemini may also enter the property of third parties for the above-mentioned purposes - where given.

9.3. If the Supplier engages a third party in accordance with section 22 of these GTCs, Capgemini's rights under section 9.1. and 9.2. shall also be contractually guaranteed vis-à-vis the third party.

10. Warranty

10.1. The Supplier warrants that its services provided under a sales contract or a contract for work are provided in a proper manner and have the contractually agreed quality or fulfil the agreed functionalities and performance features, that they are suitable for the use stipulated under the contract and that they are in accordance with state-of-the-art technology and all relevant private law and public law standards. The standards at the time of the provision of the respective goods or services shall be decisive. The Supplier further warrants that third party rights are not infringed by the contractual goods and services, in particular no property rights, copyrights or patent rights are infringed.

10.2. If a service under a service agreement is rendered in a manner that is defective or not in accordance with the contract, the Supplier shall be obliged after a complaint has been made to this effect to re-perform the service for Capgemini without defects and in full compliance with contract within a reasonable deadline set by Capgemini at no additional cost. If supplier fails to re-perform all services or a substantial part of the services within the deadline set Capgemini for reasons which lie in the responsibility of the Supplier, Capgemini 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.

10.3. In all other respects, the rights in the event of defects shall be governed by the statutory provisions.

10.4. If there are justified grounds the Supplier shall upon request of Capgemini provide a certificate of origin for the goods.

10.5. Warranty claims shall become statute-barred 36 months after the transfer of risk or acceptance unless a longer limitation period is provided for by law.

10.6. If the Supplier does not satisfy a warranty claim of Capgemini within an appropriate deadline set by Capgemini or if an attempt to remedy a defect fails, Capgemini is entitled to remedy the defect or arrange substitute delivery itself at its own cost. The same shall apply in urgent situations.

10.8. In the event of a contract for the performance of a continuing obligation Capgemini shall be entitled to terminate it for convenience with a notice period of one week without stating grounds unless agreed otherwise.

10.9. Until the valid conclusion of an order based on these GTCs, Capgemini is entitled at any time to terminate the offer with immediate effect. Any discrepancy in quantity shall constitute a defect. Capgemini's obligation to



give notice of defects and to examine the goods shall be at least 14 days.

11. Termination

11.1. If the Supplier owes performance of work under a contract for work, Capgemini may terminate the entire contract or parts thereof at any time, however, in the case of continuous deliveries and services only with a reasonable period of notice. If the Supplier is not responsible for the termination, its claim for remuneration shall be governed by the statutory provisions with the provision that the presumption pursuant to § 648 S. 3 German Civil Code (BGB) is limited to 2.5%, unless the Supplier proves a higher amount. If the contract is terminated for good cause without observing a notice period, the Supplier shall only have a claim to remuneration for the goods and services delivered/completed and proven up to the termination if the utilization of these goods and services is reasonable for Capgemini and the deliveries and services are utilizable. Otherwise, there shall be no claim to remuneration.

11.2. If the Supplier owes a service under a service contract, Capgemini may terminate the contract or parts thereof at any time. If the termination is due to a breach of contract on the part of the Supplier for which the Supplier is responsible or if the Supplier terminates the contract without being induced to do so by a breach of contract on the part of Capgemini, only the self-contained and proven goods and services provided up to that point in time in accordance with the contract shall be remunerated, insofar as they are utilizable for Capgemini. The Supplier shall not be entitled to any compensation for damages. Capgemini's claims for damages shall remain unaffected. If the Supplier is not responsible for the termination, Capgemini shall reimburse the expenses demonstrably incurred up to the termination of the contract and directly resulting from the order or commissioning of work including the costs from liabilities which cannot be resolved accordingly. The Supplier

shall not be entitled to any further claims for performance or damages due to the termination.

11.3. Furthermore, in the case of a continuing obligation, Capgemini is entitled to terminate it with a notice period of one week without giving reasons.

11.4. The rights to the work results created until termination shall pass to Capgemini in accordance with section 16 of these GTCs.

11.5. After the execution of the goods and services agreed in the order or commissioning of work or after a termination, the Supplier shall return all work results as well as the documents including parts, samples and digital data carriers provided to him by Capgemini without being asked to do so. A right of retention to these documents exists only based on undisputed or legally established claims from the same legal relationship.

11.6. The right of both Parties to terminate the contract for good cause remains unaffected. Good cause for termination by Capgemini shall be deemed to exist in particular

- if insolvency proceedings have been opened against the assets of the Supplier or the opening of insolvency proceedings has been rejected for lack of assets,
- if the proper performance of the contract is called into question by the fact that the Supplier has not only temporarily suspended payments,
- if the Supplier has discontinued its business operations or a substantial part of the business operation,
- if enforcement measures to recover payment obligations under this contract have been unsuccessful,
- in the event of a change in the participation structure of the Supplier as described below: In the event that a change in the Supplier's shareholding structure occurs to the effect that a competitor of Capgemini or a third



party directly or indirectly holding at least 25% of the shares and/or voting rights in a competitor of Capgemini, which at the time of the conclusion of the contract does not hold or holds less than 25% of the capital and voting rights in the Supplier, directly or indirectly holds at least 25% of the capital and/or voting rights in the Supplier.

11.7. Furthermore, Capgemini is entitled to terminate the contract with the Supplier with reasonable notice if the contract with a third party - under which the contractor provides subcontractor services - is terminated. The notice period is reasonable if it corresponds to the termination period between Capgemini and the third party.

11.8. Any notice of termination must be in writing.

12. Breaches of duty by Capgemini

12.1. In the event of a merely negligent breach of duty by Capgemini or by its vicarious agents, Capgemini's liability shall be limited to the foreseeable damage typical for the contract.

12.2. In the event of a default of Capgemini regarding payment obligations, an interest rate of 5% p.a. shall apply.

13. Product liability

13.1. If the Supplier is responsible for product damage it is obliged to release and indemnify Capgemini from any compensation claims of third parties on first request.

13.2. 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 Capgemini. This does not affect other statutory rights.

13.3. Any further rights which Capgemini may have are not affected.

14. Third party intellectual property rights

14.1. The Supplier provides an unlimited guarantee that all goods and services are free of intellectual property rights of third parties. The Supplier shall release and indemnify Capgemini (as well as the Capgemini-Customer, as the case may be) 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 Capgemini.

14.2. The Supplier's indemnification obligation relates to all expenses incurred by Capgemini from or in connection with the claim by a third party as well as insofar as circumstances relevant to the product or liability change or threaten to change.

14.3. In addition, the Supplier shall be obliged at its own expense to procure the right for Capgemini and (if applicable, Capgemini's customer) to continue to use the goods and services or, if this should not be possible, to modify the contractual goods and services in such a way that the property rights of third parties are not infringed but the requirements for the contractual goods and services are met. Further claims and rights remain unaffected.

15. Reservation of title

15.1. Capgemini shall retain title and copyrights in drawings, illustrations, calculations, descriptions, models, tools and other documentation and equipment provided by Capgemini to Supplier. The Supplier may not make the content of these items available to third parties without the express written consent of Capgemini. It may not disclose them itself or through third parties, nor may it use them for purposes other than as intended by Capgemini.

15.2. The Supplier shall return these items at any time at the request of Capgemini and shall also return them to Capgemini when they are no longer required in the usual course of business. Capgemini shall retain full title in all other materials made, tools and other items



made available to supplier by Capgemini. If these items provided to Supplier are irreversibly mixed with other items, processed, or remodeled it is agreed that the supplier transfers proportionate co-ownership to Capgemini.

16. Rights of use

16.1. The Supplier grants Capgemini an exclusive, transferable right of use and exploitation, unlimited in terms of time, content, and location, to all work results (e.g., test and development reports, suggestions, ideas, designs, proposals, samples, models, drawings, CAS data sets, programming, software, documentation, training documents, concepts, etc.) created in the course of the delivery of the goods and services. This includes the right to reproduce, process, distribute, sublicense, and use within the scope of all currently existing and future types of use. Capgemini is entitled to grant the Capgemini-Customers a worldwide, unlimited, and exclusive right of use.

16.2. If the Supplier creates innovations for Capgemini within the scope of or on the occasion of the contractual performance of services (including, in particular, inventions, technical improvement proposals, know-how but also other individually intellectual and creative performances and results capable of being protected), it shall be obliged to notify and offer these to Capgemini, submitting all documents required for the evaluation. Capgemini shall be exclusively entitled to register and exploit such innovations unless Capgemini waives such right in writing. The Supplier shall claim such innovations vis-à-vis its employees in due time and without limitation and shall support Capgemini in obtaining the property rights, in particular by making the necessary declarations. Should Capgemini waive an application in writing vis-à-vis the Supplier, the Supplier shall be entitled to apply for the corresponding property right at its own expense. Capgemini shall be entitled to a non-exclusive, gratuitous, temporally,

spatially, and substantively unrestricted and non-transferable right of use to the property rights subsequently granted to the Supplier. Capgemini and the Supplier shall each bear the employee invention remuneration only for their own employees.

16.3. Insofar as property rights of the Supplier already existing at the time of the conclusion of the contract are required for the creation or exploitation of the goods and services, Capgemini shall irrevocably receive a non-exclusive, temporally, and geographically unlimited, free, transferable, and sub-licensable right of use for the exploitation of the goods and services by Capgemini. The Supplier shall inform Capgemini before the start of work which of its property rights may be significant for the goods and services.

16.4. Insofar as the Supplier engages third parties, it shall ensure by means of corresponding contractual agreements that the third party also grants Capgemini the aforementioned rights of use to exploit the results.

17. Confidentiality

17.1. The Supplier agrees to observe confidentiality with respect to the nature and content of any order or commissioning work, in particular regarding the conditions, and to observe applicable data protection laws and regulations. It shall also observe any postal secrecy requirements.

17.2. The Supplier shall treat all information and documents of which it becomes aware in connection with its commissioning by Capgemini (or, if applicable, by the Capgemini-Customer) as strictly confidential, using an information security management system (ISMS) certified by Capgemini as required (e.g., ISO/IEC 27001, NIST, VDA, TISAX) and only use it within the scope of the contractual provision of goods and services.

17.3. Within its company, the Supplier may only bring information and documents to the attention of or make them accessible to those



employees and agents who are directly involved in the contractual provision of goods and services and have been contractually obliged to maintain confidentiality accordingly. The disclosure of information and documents to third parties is not permitted without the prior written consent of Capgemini (and, if applicable, of the Capgemini-Customer). The Supplier is obliged to take the necessary precautions in its sphere of operation in order to ensure compliance with these obligations. In particular, appropriate state-of-the-art procedures must be used to protect the information when processing, using and storing it. The Supplier shall grant Capgemini the right to audit the application of the ISMS and the contractual agreements itself or through independent third parties at the Supplier. If the Supplier engages a third party in accordance with section 22 of these GTCs, all information security requirements arising from the contractual relationship with Capgemini, incl. Capgemini's audit rights under this section 17.3., shall also be contractually guaranteed by the Supplier vis-à-vis the third party. Any information security breaches shall be reported to Capgemini without undue delay.

17.4. The Supplier shall not be permitted to make copies of documents of Capgemini (or, as the case may be, of the Capgemini-Customer). Upon request by Capgemini, the Supplier shall at any time surrender all documents received in connection with the contractual performance of the goods and services.

17.5. Capgemini may demand from the Supplier to conclude further non-disclosure agreements - also agreements subject to penalty - if a Capgemini-Customer demands this and their conditions do not unreasonably disadvantage the Supplier taking into account the overall contract.

17.6. The Supplier may not use the business relationship with Capgemini as such, its content or any (un)protected signs (such as trademarks or business signs) for advertising

purposes or as a reference without Capgemini's prior consent.

17.7. The aforementioned confidentiality obligations shall continue to apply for a period of 3 years after termination of the provision of the goods and services. With regard to personal data, the confidentiality agreement shall not end.

18. Data privacy

18.1. The Supplier undertakes to comply with the applicable data protection law.

18.2. Insofar as the Supplier acts as a controller within the meaning of the GDPR within the scope of its contractual provision of goods or services (in particular when processing contact data of Capgemini-employees for the performance of the contract), the Supplier is in particular prohibited from processing this data for a purpose other than that required for the respective task performance or from making this data accessible to employees and/or other persons who are not directly entrusted with the contractual provision of the respective goods and services.

18.3. If the contractual provision of goods or services includes the processing of personal data of Capgemini or a Capgemini-Customer on behalf of Capgemini, Capgemini or the Capgemini-Customer shall be the controller or processor and the Supplier shall be the (sub-)processor within the meaning of the GDPR. The Supplier already agrees to follow Capgemini's instructions on data processing and to conclude a (sub)commissioning agreement. This also applies if only access to personal data within the scope of the contractual provision of goods or services cannot be excluded. In the event of sub-processing, the sub-processing agreement imposes the same data protection obligations on the Supplier as the commissioned processing agreement concluded between Capgemini and the Capgemini-Customer.

18.4. The Supplier shall protect all data used in the context of the provision of services, in



particular personal data, against misuse and loss and shall take technical and organizational measures for this purpose which at least comply with the statutory provisions.

18.5. The Supplier shall be obliged to entrust the performance of the contract exclusively to persons who have been obliged to maintain data secrecy.

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

19.1. Within its economic and technical possibilities, the Supplier shall provide the contractually agreed goods and services in a manner that is as environmentally friendly as possible.

19.2. The Supplier is obliged to observe relevant legal provisions and regulations regarding work protection, preventing accidents, systems safety (as well as Capgemini'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 Capgemini.

19.3. Suppliers who are in ongoing business relationships with Capgemini shall inform Capgemini promptly if they intend to introduce changes in products or processes with respect to the goods or services provided to Capgemini.

20. Integrity and Corporate Responsibility & Sustainability

20.1. The Supplier undertakes to comply with the provisions of the „Capgemini Supplier Standards of Conduct“ (<https://www.capgemini.com/our-company/supplier-standards-of-conduct/>), to monitor compliance with the rules set forth therein and to ensure that all subcontractors, agents or other third parties it uses in the course of its performance of services for Capgemini also comply with these standards.

20.2. For this purpose, the Supplier undertakes to complete and sign the letter of

acknowledgement (last page of the Capgemini Supplier Standards of Conduct).

21. Insurance

21.1. The Supplier is obliged to conclude insurance policies at its own cost which cover all risks associated with its performance of contractual services. The minimum amounts per year are:

- EUR 1,000,000 (in words: EURO one million) for public liability insurance
- EUR 5,000,000 (in words: EURO five million) for product liability insurance per personal injury/property damage - lump sum

21.2. The Supplier shall provide Capgemini with the insurance certificates or equivalent evidence that such insurance policies exist. The Supplier shall inform Capgemini of any termination or significant changes of coverage 30 (thirty) days in advance.

22. Use of third parties; employees of the contractor

22.1. The Supplier guarantees to perform the services with its own employees ("Personnel"). Third parties may only be used with the prior written consent of Capgemini. The Supplier shall be liable for the acts and omissions of the third party as for its own acts and omissions.

22.2. In the event of a value of the order or commissioning of work of more than EUR 10,000.00 (in words: EURO ten thousand), the granting of consent shall require that the Supplier has subjected the third party to a compliance check regarding the actual existence of an independent activity before the start of the provision of services by the third party. In these cases, the Supplier shall be obliged to subject the third party to a compliance check every six months during the ongoing service relationship with regard to the actual existence of an independent activity and the legally compliant use of the third party at Capgemini (or, as the case may be, the Capgemini-Customer). The compliance check



shall be carried out by an auditor to be appointed by Capgemini. The costs up to an amount of EUR 1,000.00 (in words: EURO one thousand) per compliance check shall be borne by the Supplier. The results of each compliance check shall be handed over to Capgemini without delay and without being requested following the check. For this purpose, the results of the compliance check shall be sent by the Supplier to the contact person on the side of Capgemini named with regard to the contractual provision of services and to the following e-mail address: externalresourcesupport.ce@capgemini.com and externalsubcontractors.de@capgemini.com.

22.3. Capgemini and the Supplier shall appoint project managers (coordinators) in connection with the provision of the goods and services. If no project manager is named by the Supplier, this shall be the person who is named as the service provider. The task of the project managers is to coordinate and monitor the contractually agreed goods and services. Both project managers are entitled to make binding agreements with regard to the order. This exclusively concerns the relationship between Capgemini and the Supplier. The project manager of the Supplier is not entitled to make any binding statements for Capgemini towards a Capgemini-Customer. In the event that the project manager is not available, a deputy shall be appointed. The project manager may only be replaced if another competent project manager is named at the same time. The replacement of the Supplier's Project Manager shall require the consent of Capgemini. The Supplier guarantees that the Supplier's Project Manager or a deputy appointed by him shall act as a "bridgehead". According to this bridgehead model, communication about the provision of services between Capgemini and the Supplier shall only take place via the project managers. Instructions to the Personnel of the Supplier (e.g., regarding place, time and type of service provision) are only given by the project manager of the Supplier in this model, not by

employees of the Capgemini (or, as the case may be, the Capgemini-Customer).

22.4. Even if the Supplier deploys Personnel or other vicarious agents at business premises of Capgemini (or, as the case may be, of the Capgemini-Customer) the right to issue instructions and directives remains unrestricted with the Supplier. The Supplier shall also be responsible - in compliance with the statutory provisions - for deciding on the working hours and ordering any overtime, granting holidays and time off, monitoring the correctness of the work processes and carrying out work inspections. This does not preclude Capgemini from checking the work results.

22.5. Personnel or third parties engaged by the Supplier shall in principle work with the operating resources of the Supplier or the third party. Capgemini infrastructure or infrastructure of Capgemini-Customers (notebooks, rooms, telephones etc.) may only be used by Personnel of the Supplier or third parties to the extent that it is crucial for the completion of the order-related tasks. Should this be crucial, a usage fee for these resources shall be agreed.

22.6. Insofar as activities are carried out at the business premises of Capgemini (or, as the case may be, the Capgemini-Customer), the Supplier is obliged to comply with all statutory provisions, in particular the accident prevention regulations, and furthermore to comply with all operating, control and order regulations of Capgemini (and, as the case may be, of the Capgemini-Customer). The Supplier is also obliged to observe and comply with the business hours and any house rules of the Capgemini (and, as the case may be, the Capgemini-Customer).

22.7. The Supplier and its Personnel shall observe other regulations, in particular policies, guidelines and safety instructions of Capgemini (or, as the case may be, the Capgemini-Customer), and shall undertake in writing to comply with them, insofar as Capgemini (or, as the case may be, the



Capgemini-Customer) requires this and it does not unreasonably disadvantage the Supplier and its Personnel.

22.8. The Supplier warrants that he is legally and economically the employer of the employees deployed by him and that he will comply with the obligations of the Minimum Wage Act (MiLoG), in particular that he will pay at least the respective legally prescribed minimum wage to his employees. He is responsible for the registration and payment of their wage tax and social security contributions. He shall indemnify Capgemini against all claims based on the breach of these obligations. This shall apply in particular in the event that Capgemini is deemed to be the employer of the employees deployed by the Supplier on the basis of a violation of the Employee Leasing Act (AÜG) or for other reasons.

23. Assignment/Set-off/Right of retention

23.1. The Supplier may only assign claims to payment with the prior consent of Capgemini.

23.2. The Supplier is only entitled to set-off and exercise rights of retention if its counterclaims are undisputed or recognized by declarative non-appealable judgment. Rights of retention may only be exercised in the contractual relationship on which the claim of Capgemini is based.

23.3. Capgemini is entitled to transfer or assign claims and rights arising from the contract concluded on the basis of these GTCs to third parties.

24. Set-off with affiliated companies

24.1. Capgemini is entitled to set-off claims of companies affiliated with it within the meaning of sec. 15 et. seq. Stock Corporation Act (AktG) against claims of the Supplier. Companies affiliated with Capgemini within the meaning of §§ 15 ff Stock Corporation Act (AktG) may set-off claims of the Supplier against their own claims.

24.2. At the written request of the Supplier Capgemini shall provide information regarding the affiliated companies entitled to set-off.

25. Export control

25.1. The 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, counterterrorism and similar laws. This includes, in particular, the regulations of the European Union and the Federal Republic of Germany, and, where applicable, the U. S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR) and the regulations of the U.S. Office of Foreign Assets Control (OFAC).

25.2. The Supplier shall fully indemnify Capgemini against all claims asserted against Capgemini by authorities or other third parties due to the Supplier's non-compliance with the aforementioned export control obligations and undertakes to reimburse all damages and expenses incurred by Capgemini in this context, unless the Supplier is not responsible for the breach of duty. This provision does not imply a reversal of the burden of proof.

26. Final provisions

26.1. Unless otherwise stipulated by mandatory statutory provisions Berlin shall be the exclusive place of jurisdiction for all disputes between the Supplier and Capgemini.

26.2. The contractual relationships between the Supplier and Capgemini 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).

26.3. If a provision of a contract concluded on the basis of these GTCs should be or become invalid, the validity of the remaining provisions of the respective contract shall not be affected thereby. The Parties undertake to replace the invalid provision with a provision that comes as



close as possible to the intended purpose. The same applies to loopholes in the contract.

26.4. These GTCs have been drawn up in German and English. In the event of contradictions between the German and English versions, the German version shall prevail.