

General Terms and Conditions of Purchase

Version September 2020

1. Definitions

- 1.1 Agreement: means an agreement between Customer and Supplier for the provision of (a) Product(s), Service(s) and/or Deliverable(s), consisting of these General Terms, a Purchase 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 Group: the group, as referred to in article 2:24 b BW, headed by Capgemini SE.
- 1.4 Customer: means the Capgemini Group member that enters into the Agreement.
- 1.5 Deliverable(s): the result(s) of (a) Service(s).
- 1.6 Employee: means every 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 any event, or any combination of such 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 Product(s): means the tangible good(s) and/or software to be provided by Supplier to Customer as described in the Agreement.
- 1.11 Purchase Order: means the purchase order issued by Customer in writing (including by electronic means) by which Customer accepts the offer or the quotation of Supplier for the delivery of Products and/or the provision of Services.
- 1.12 Service(s): means the service(s) to be provided by Supplier to Customer 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 Customer.
- 2.2 Quotations, offers, documentation and samples will be free of charge and will not be returned by Customer unless agreed otherwise in writing.
- 2.3 No Agreement comes into effect without a Purchase Order. The Agreement will come into effect upon the issuance of the Purchase Order unless Supplier rejects the Purchase 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 is expressly excluded.

3. Price, invoicing and payment

- 3.1 The agreed price(s) and fee(s) 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 price(s) and fee(s).
- 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 the authorities.
- 3.3 Supplier will send invoices in accordance with the Capgemini Group Invoicing Guide and accompanied by the supporting documents reasonably requested by Customer.
- 3.4 Any amounts not invoiced within three months after the event giving rise to the right to invoice such amounts, will be waived by Supplier.
- 3.5 Supplier must at least include the following items in its invoices:
 - Purchase Order reference code;
 - the Purchase Order number;
 - the quantity and description of the provided Product(s), Service(s) or Deliverable(s);
 - Supplier's VAT number;
 - Supplier's IBAN number and BIC code (if relevant);
 - all other information of which Customer has notified Supplier in writing.
- 3.6 Supplier must clearly specify all amounts included in its invoices, and, if applicable, append to the invoices the records of the actual number of hours worked, as approved by Customer, and/or a proof of acceptance, delivery or final completion of the Product(s), Service(s) or Deliverable(s).
- 3.7 Supplier will send the invoices as indicated on the Purchase Order.
- 3.8 Customer will pay invoices within 60 days after receipt of an invoice that complies with the provisions of this article 3.
- 3.9 Payment of an invoice does not mean that Customer 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. Delivery date or period

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*) and Customer 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 Customer's right to full compensation of damages.

5. Acceptance

- 5.1 Customer 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.
- 5.2 If Customer (i) does not inform Supplier that the Product(s) or Deliverable(s) have not been accepted within 30 days after delivery or (ii) puts the Product(s) or Deliverable(s) into operation, Customer will be deemed to have accepted the Product(s) or Deliverable(s), without prejudice to Customer's other rights.
- 5.3 In case the acceptance test reveals that the Product(s) or Deliverable(s) contain(s) defects or otherwise do(es) not function properly or as may be expected Supplier will within a period set by Customer, correct the defects and the non-functioning at no additional costs to Customer, without prejudice to Customer's other rights at law or pursuant to the Agreement.

6. Warranty

- 6.1 Supplier guarantees that:
 - (a) the Services will be performed in a professional manner;
 - (b) the Employees comply with and will continue to comply with the agreed qualifications, expertise and experience for the duration of the Agreement.
- 6.2 Supplier warrants that the Products or 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 goods 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 as standard, in which case Supplier's standard warranty period applies.

7. Audit

Customer 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 Customer for the audit costs, without prejudice to any Customer's other rights at law or pursuant to the Agreement.

8. Rights of intellectual or industrial property and computer software

- 8.1 All rights of intellectual or industrial property in the Deliverables that are specifically created for Customer will vest in Customer as of their creation. At Customer's request, Supplier will execute such documents and/or take such other steps as may be reasonably necessary to properly transfer such rights to Customer 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 results of the Services.
- 8.2 Supplier will indemnify Customer and its clients against all claims that the Products or Deliverables or their use infringe any right of intellectual or industrial property of a third party.

9. Confidential information

- 9.1 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. 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.
- 9.2 Supplier will disclose Customer's confidential information only to those Employees who have a need to know.
- 9.3 Customer 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.
- 9.4 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.
- 9.5 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.

10. Personal data and security

- 10.1 If during the performance of the Agreement Supplier processes personal data on behalf of Customer as a processor or receives personal data from Customer, Supplier is obliged to enter at Customer first demand into a separate agreement with Customer for the protection of such Personal Data.

10.2 If applicable to the Service(s), Supplier will implement and apply appropriate technical and organizational security measures that at least conform to industry standards.

11. Employee identity, work permit

11.1 This article 11 applies to Employees involved in the provision of the Services.

11.2 Supplier is responsible for checking the identity of Employees. In case the Services will be provided (partially) at Customer's premises, Supplier will, prior to the start of the Services, provide Customer 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 in accordance with the Netherlands Foreign National (Employment) Act (Wet Arbeid Vreemdelingen), a copy of the work permit.

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.

11.3 Supplier indemnifies Customer, and its clients, against all claims made by or fines imposed by regulators or government authorities resulting from non-compliance with article 11.2.

11.4 In case of (reasonably threat of) a claim or a fine, as referred to in article 11.3, Customer is entitled to terminate the Agreement in writing with immediate effect, without a notice of default being required and without prejudice to Customer's other rights, including the right to compensation for damages.

12. Employment terms, taxes and social insurance

12.1 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.

12.2 Supplier will indemnify Customer 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.

13. Assignment, subcontracting

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

13.2 Customer is entitled to assign the Agreement, in whole or in part, to a member of the Capgemini Group or a third-party.

13.3 If Supplier wishes to make use of a Subcontractor in the performance of the Agreement, it will request Customer'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.

14. Termination

14.1 Customer is entitled to terminate the Agreement at any time and at without any obligation to compensate Supplier's losses or damages, provided it gives four weeks' prior written notice.

14.2 Customer 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 Customer's other rights at law or pursuant to the Agreement.

14.3 Customer 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) (an application for) Supplier's bankruptcy (*faillissement*) or suspension of payment (*surseance van betaling*);
- (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.

14.4 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.

14.5 Customer'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.

14.6 In case the Agreement is terminated, Supplier will return all materials, specifications and information in its possession in connection with the Agreement to Customer without charge and without exercising any suspension and/or retention right.

15. Force Majeure

- 15.1 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.
- 15.2 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.

16. Liability

- 16.1 Supplier's total liability under the Agreement is limited per event to compensation of Customer's direct damages to the higher of (a) an amount equal to three times the fees paid and payable under the Agreement or (b) EUR 250,000.-.
- 16.2 Customer's total liability under the Agreement is limited to compensation of Supplier's direct damages up to the total amount paid and payable to Supplier the Agreement, but in no event exceeding of EUR 500,000.-.
- 16.3 Direct damages include (but are not limited to):
- (a) the costs resulting from loss of data or loss of data confidentiality;
 - (b) the costs of emergency or fallback measures (such as having to use other resources) and workarounds;
 - (c) the cost of procuring replacement Products, Services or Deliverables from an alternative source;
 - (d) the costs and expenses to mitigate consequences of Supplier's breach of the Agreement;
 - (e) Customer's costs to have the Services (re)performed;
 - (f) payment of penalties imposed by a governmental body or authorization or any additional compliance cost incurred by Customer;
 - (g) damage to property;
 - (h) reasonable costs incurred in order to prevent or limit direct damages; and
 - (i) reasonable legal fees.
- 16.4 Liability for indirect and consequential damages is excluded.
- 16.5 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.
- 16.6 Supplier will indemnify Customer against all claims of third parties with regard to product liability pursuant to articles 6:185 – 6:193 BW.

17. Insurance

- 17.1 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.
- 17.2 At Customer'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.
- 17.3 The insurance policy will, as a minimum, provide cover for an amount of € 500,000 per event and 200% of this amount per year.

18. Compliance

- 18.1 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 Customer with the aim of persuading him/her to do or refrain from something to Supplier's advantage. Such a practice could be a reason for Customer to terminate the agreement wholly or in part.
- 18.2 Supplier guarantees that the Employees and Subcontractors will comply with the applicable statutory health and safety and environmental regulations.
- 18.3 Supplier shall observe the company rules, business and safety regulations and other regulations in effect at Customer (including regulations relating to sustainability and corporate responsibility).
- 18.4 Supplier will comply with the principles of the United Nations Global Compact (www.unglobalcompact.org) in delivering the Products, Services or Deliverables.
- 18.5 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 Customer as soon as possible in case Supplier or a Subcontractor acts in violation of this article 18.
- 18.6 Supplier will, at Customer's first request and at its own costs, answer questions or requests for information in relation to this article 18 to enable Customer to assess Supplier's compliance. Supplier shall also answer and return surveys from Customer concerning the policy promptly.
- 18.7 Supplier will regularly check compliance with this article 18 by the Subcontractors without this causing any interruption of performance of the services provided to Customer. Supplier will notify Customer in writing immediately of any breach by Supplier or by a Subcontractor of this article 18.

19. Miscellaneous

- 19.1 During the term of the Agreement and for one (1) year thereafter neither party will employ, solicit employment of or have in any other way work carried out, directly or indirectly, by employees of the other party involved in the performance of the Agreement, without the prior written consent of the other party.

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

20. Applicable law and disputes

- 20.1 The Agreement is governed by the laws of The Netherlands.
- 20.2 The applicability of the United Nations Convention on the international sale of goods ('Vienna Sales Convention') is expressly excluded.
- 20.3 Disputes between Customer and Supplier, which could not be resolved amicably, will be exclusively submitted to the competent court in Utrecht.