

1. General provisions

1.1 These Purchase Terms & Conditions, including their annexes (completed as required) and terms they refer to (hereinafter collectively the "PTC") shall apply to all orders and purchases of goods/products and/or services of whatever nature (hereinafter the "**Services**") by Capgemini Belgium NV (VAT BE 0407.184.521) (hereinafter "**Capgemini**") from you (hereinafter the "**Supplier**").

1.2 The entire purchase agreement between the parties (hereinafter the "**Agreement**") shall consist of the following documentation, in following order of precedence: (i) a contract (e.g. specific terms and conditions) signed by both parties and its exhibits, if any; (ii) the PTC (as deviated therefrom in the contract); (iii) the relevant PO issued by Capgemini (as defined in clause 1.5). Deviations from these PTC are only valid if explicitly agreed in writing by Capgemini in a signed contract.

1.3 No other terms and conditions of sale, delivery or otherwise as well as all standard forms that may appear on invoices, offer or other correspondence of the Supplier shall be applicable.

1.4 The Agreement or where the Agreement is a frame agreement, the Work Order under it, becomes effective only after its execution and when Capgemini (i) has issued a purchase order for the concerned Services through the use of the Global Capgemini e-procurement system or (ii) a written notice from Capgemini to Supplier (either option, the "**PO**"). Capgemini accepts no liability for any Service performed by Supplier unless and until these are ordered through a PO.

1.5 Supplier's acceptance of a PO in the absence of a signed contract automatically entails Supplier's acceptance of the PTC, including for follow-up order(s) and the exclusion of the Supplier's own terms and conditions. The Supplier shall be deemed to have accepted a PO when (i) it started performance of the Services or (ii) it has not made any objection to such PO within two (2) business days after its issuance, whichever is sooner.

1.6 Capgemini may cancel a PO at no charge prior to acceptance of the PO by Supplier.

1.7 Parties acknowledge and accept that Supplier may render the Services as subcontractor for Capgemini to be delivered to Capgemini's own customers (hereinafter the "**Customer**") pursuant to a separate agreement between Capgemini and Customer. In this case, Supplier shall fully endorse and comply with the Customer's terms and requirements to which Capgemini is bound, as further detailed in the Agreement or instructed by Capgemini.

2. Price and payment

2.1 Supplier will perform the agreed Services at the prices indicated in the Agreement. Unless explicitly indicated otherwise in the Agreement, the prices are not subject to any change or increase.

2.2 The prices indicated in the Agreement include any and all costs and expenses, materials, resources and equipment required for the performance of the Agreement. No additional cost whatsoever shall be due by Capgemini to Supplier.

2.3 The prices indicated in the Agreement are exclusive of VAT due by Capgemini. All other applicable taxes, duties and withholdings are payable by the Supplier.

2.4 Invoices are payable within 30 calendar days following the end of the month in which the invoice is received by Capgemini provided (i) invoicing and the invoice have been accepted by Capgemini and, if applicable (ii) Capgemini has received payment by Customer. The payment term shall in any case not exceed 60 calendar days as from the date the invoice is received by Capgemini.

2.5 Supplier will send invoices and copy of the signed delivery note or signed timesheet if any to: Capgemini Accounts Department, Capgemini Belgium NV, 1831 Machelen, Hermeslaan 9, Belgium and to payables.be@capgemini.com.

2.6 Supplier shall indicate on each invoice: date, project / contract / PO number, quantity and description of the Services performed and/or other data requested in writing by Capgemini.

2.7 In no case shall payment of the invoice be considered as acceptance of the Services and does not release Supplier from any guarantee and/or obligations arising from the Agreement.

3. Delivery dates and deadlines

3.1 Delivery dates and deadlines agreed between the parties are binding. Time is of the essence and, if any Services are not performed or delivered within the time specified in the Agreement, Work Order or PO or within a reasonable time if no time is specified, Capgemini may, at its discretion, without prejudice to any damages that Capgemini is entitled to claim from Supplier, either:

(a) refuse to accept such Services and terminate the Agreement for breach of the Supplier upon simple written notification to Supplier without prior judicial intervention and recover any and all amounts from Supplier already paid for the Services;

(b) return at Supplier's risk and expense any of the Services already delivered which cannot be effectively or commercially used or are refused by the Customer by reason of non or non (timely)delivery of the remaining Services and recover from Supplier any amount paid by Capgemini in respect of the Services, either delivered or not;

(c) if the Services consist merely out of delivery of products, require Supplier to ship the products by the most expeditious means of transportation at Supplier's cost;

(d) require Supplier to perform additional or replacement services at Supplier's cost to meet the agreed upon timeline for delivery of the Services;

(e) have the agreed upon Services performed by a third party at Supplier's cost and risk, without prior judicial intervention and upon simple written notification to Supplier, notwithstanding any additional delay that would be granted by Capgemini to Supplier to perform the Services.

3.2 Capgemini is entitled to recover any and all costs and damages incurred under clause 3.1.

3.3 Without prejudice to the Supplier's obligation to timely provide the Services, the Supplier shall, if any delay is expected, immediately inform Capgemini in writing.

4. Delivery

4.1 Where agreed in writing by Capgemini, Supplier is entitled to make partial deliveries.

4.2 Supplier will give Capgemini the opportunity, each time it is required, to approve or reject the (partial) delivery. Inspection of performed Services can occur based on jointly agreed performance indicators.

4.3 Supplier bears the risk of damage to or loss of goods until the signature of the delivery slip by Capgemini.

4.4 Any Services shall be submitted together with the associated documentation and a delivery note and/or relevant time sheet, containing at least the Supplier's full name and address, the PO number, the description of the Services and the quantity delivered as well as all markings required by national and international regulations. The Supplier shall bear any charges and expenses due to the lack of information upon arrival/delivery of the Services.

4.5 Acceptance of the Services by Capgemini is only valid if in writing. Where Services are being performed for or to the benefit of a Customer, Customer's acceptance in writing is also required.

5. Personnel

5.1 Supplier shall perform the services with appropriate, qualified and skilled personnel. Supplier's employees remain at all times exclusively under the authority and supervision of Supplier. Supplier's staff or subcontractors can never be considered as employees or agents of Capgemini.

5.2 Capgemini will only give instructions to Supplier's personnel if such instructions have been agreed in accordance with the Law of 24 July 1987 on temporary work, agency work and hiring-out of workers as the case may be further detailed in the Agreement. If any, these instructions will not be construed as a provision or secondment of employees to Capgemini with a transfer of employer's authority.

5.3 The Supplier warrants that:

- it fully complies with any and all applicable tax, labour, social security law obligations and other applicable law and legislation;
- where applicable it complies with the Belgian Limosa Act and the mandatory Limosa declaration to be submitted by the foreign employer with the Belgian authorities and submit to Capgemini a copy of the certificate at least one day prior to performance;
- Capgemini may remove any Supplier's staff or subcontractor performing Services from its or its Customers premises if they are not in possession of the required official documents such as permits, visas, etc. This does not relieve Supplier to perform the Services;
- it shall comply with the applicable obligations for employee's wellbeing, including those of Capgemini and/or Customer when performing the Services.
- it shall cooperate free of charge with the conduct of a pre-employment screening of its personnel if so requested by Capgemini.

5.4 The Supplier shall indemnify and hold Capgemini harmless from any losses and damages suffered (including fines and reasonable attorney fees) as a result of (i) a claim regarding the existence of an employment relationship between a person performing Services for Supplier and Capgemini or Customer, or (ii) a claim against Capgemini or Customer regarding any right of such person to any payment, compensation or employment benefits or (iii) Supplier's breach of its obligations under this clause 5 or of the applicable legislation regarding its personnel.

5.5 Save with Capgemini's prior written consent, the Supplier shall not be allowed to appoint any other person or entity than those listed in the Agreement to perform the Services if any, or to subcontract its obligations.

5.6 Supplier will make sure that all its duties, obligations and restrictions under the Agreement will be binding upon its staff or subcontractors performing the Services and shall remain responsible for their performance.

6. Supplier's liability and indemnity

6.1 Supplier's obligations under the Agreement are obligations to achieve a result ("*obligations de résultat/resultaatverbintenis*"). Supplier shall indemnify Capgemini from any and all damages, claims (including but not limited third-party claims) losses, expenses or penalties suffered by Capgemini and caused by Supplier's negligence, breach of contract, tort, fault or otherwise in connection with the Agreement.

6.2 Supplier shall indemnify and hold Capgemini harmless from any and all infringement claims relating to the Services supplied to Capgemini under this Agreement.

7. Capgemini's liability

The entire liability of Capgemini under or in connection with the Agreement is limited to compensation for direct damages suffered by Supplier (excluding indirect, special or consequential loss or damage of any kind whatsoever such as but not limited to loss of profits, loss of data, losses of opportunities, loss of clientele, damages to reputation or goodwill, lost savings and damages caused by interruption of operations) resulting from Capgemini's breach of its obligations under the Agreement. This compensation shall, in the aggregate for all damages whatever the cause, not exceed the amounts payable by Capgemini to Supplier for the Services under the PO which gave rise to the liability. If the Services have a duration of twelve (12) months or more, this compensation shall, on a yearly basis, for all damages whatever the cause arisen that year, not exceed the amounts payable by Capgemini to Supplier for the Services under the PO which gave rise to the liability during that year.

8. Confidentiality

This Agreement and all documents and information disclosed by Capgemini to Supplier, including data, files and methodologies, as well as any information or internal document used in connection with the supply of the Services, shall be treated as strictly confidential. Supplier shall not disclose such confidential information to third parties (except to its staff on a need-to-know basis and subject to confidentiality commitments no less stringent than those contained herein) nor use it for its own personal needs or for other purposes than the provision of the Services, without Capgemini's prior written consent. Unless otherwise agreed in writing, Supplier's confidentiality obligations shall survive the term of this Agreement.

All confidential information of Capgemini or its Customers is proprietary to Capgemini or its Customers and Supplier shall not acquire any title or right thereto. The Supplier shall return any items which are viewed as confidential in accordance with this clause at any time at the request of Capgemini and shall in any case return them upon termination of the Agreement, for whatever cause. Capgemini's order or clientele shall, in no case, be published or used as reference by Supplier under whatever form. Supplier undertakes not to quote or use Capgemini's name, unless it obtained Capgemini's prior written consent.

9. Intellectual property rights

Any and all intellectual or industrial property rights to any Service (including of any material, products or other intellectual property rights used or included therein), whether registered or not, shall exclusively and unconditionally be vested in Capgemini as soon as they arise. The assigned rights include any and all rights of use in all possible ways and on all possible mediums worldwide, including the right to adapt, modify, reverse-engineer, decompile and exploit commercially, and is exclusive and definitive. Supplier shall have no further rights to the Services once the assignment is completed. The price set forth in the Agreement includes the remuneration for this assignment.

Supplier warrants that the Services (including anything they contain) or the vesting of the above intellectual does not infringe any intellectual property or other right of any person.

Supplier shall not use any open-source software, or artificial intelligence or automated decision-making systems ("AI") in its performance of Services hereunder 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 the Subcontractor to enable

Capgemini in its approval process.

10. Termination

10.1 Capgemini is entitled to terminate the Agreement, at any time, for convenience and without justification, in whole or in part:

10.1.1 by giving seven (7) days prior written notice during the first month of performance of the Services and one (1) month prior written notice thereafter; or

10.1.2 upon written notice with immediate effect if the underlying contractual arrangement between Capgemini and the Customer is (partially) terminated for whatever cause or Customer requests replacement of Supplier, not due to a fault, act or omission of Supplier.

Termination under this clause 10.1 is without any payment or liability of Capgemini other than payment of Supplier's compensation for rendered and approved Services prior to the effective date of such termination. Supplier shall not be entitled to recover any other loss, damage or cost relating to such termination.

10.2 Capgemini has the right to terminate the Agreement immediately in whole or in part, without prior judicial intervention, by serving a written notice to the Supplier, without prejudice to any damages that Capgemini is entitled to claim, in the following cases:

10.2.1 Supplier breaches one or more of its obligations and fails to remedy it within ten (10) days of Capgemini's written notice;

10.2.2 Supplier commits a fraudulent, intentional or material ("grave/zware") breach of any of its obligations or Supplier or one of its staff or subcontractors is in a conflict of interest pursuant to clause 14 of present PTC.

10.3 Termination pursuant to clause 10.2 is without any payment or liability of Capgemini other than payment of Supplier's compensation for rendered and approved Services prior to the effective date of such termination, and without prejudice for Capgemini to claim damages. Supplier shall never be entitled to recover any other loss, damage or cost relating to such termination.

10.4 In case of breach by Capgemini of its obligations under this Agreement that has not been remedied within thirty (30) days as from the date of receipt of a notification of the breach sent by registered mail with return receipt, Supplier may terminate the Agreement without prejudice to any damages that it may be entitled to claim.

11. Insurance

The Supplier undertakes to subscribe to and maintain, for the period of the performance of the Service covered by the Agreement and/or the PO, at least the following insurance with an insurance company that is known to be solvent:

- operational third-party liability insurance, after delivery and professional insurance covering the Supplier's civil liability and, where applicable, that of its employees, agents, officials or representatives, as part of the performance of the Services,
- any insurance policy fulfilling a legal insurance obligation to which the Supplier may become subject owing to the Services provided.

12. Obligations and guarantees

12.1 Without prejudice to any other obligations or warranties of Supplier in the Agreement, which shall be deemed included here by reference, Supplier guarantees that the delivered Services:

- shall be performed in a professional manner, according to the highest professional standards, uninterrupted and on time;
- comply with and shall be performed by Supplier in compliance with all applicable legislation and regulations, as well as with Capgemini policies

and, where applicable, with Customer policies; In particular the Supplier warrants that all Services comply with the Agreement, the specifications, the service levels and best industry practice, as well as all laws and rules specifically applicable to the Services. Any changes in any of the aforementioned laws and rules that occur throughout the term of the Agreement shall be monitored by the Supplier and shall be implemented in the Services, after consultation with Capgemini.

- function for the purpose and use envisaged by Capgemini and Customer and any general reasonably foreseeable purpose and conform with the specifications in the Agreement;
- are free from defects, design, construction, material and manufacturing errors and third-party rights;
- are complete and ready for use and that all auxiliaries required for correct functioning or use of the Services are supplied, even if they are not listed in the specifications;
- are new and newly created and when they are tangible deliverables, manufactured from new and sound materials and are packaged in environmentally friendly and biodegradable material, whenever possible;
- contain no substances that cannot be processed by regular waste processing methods. On request the Supplier will provide a summary indicating how this requirement was fulfilled at the design and production stages.

12.2 The guarantees pursuant to clause 12.1 are valid for 2 years from first use of the Services. These guarantees do not replace Capgemini's legal rights in respect of (hidden) defects.

12.3 Irrespective of the results of any inspection, if the Services do not comply with the provisions of this clause, the Supplier will at Capgemini's first request and without prejudice to Capgemini's right to claim damages or its other rights under this Agreement, immediately repair or replace the items upon receipt of notification or at a time agreed between parties, at Supplier's expense (including additional costs) and risk and to the satisfaction of Capgemini.

12.4 Supplier confirms it is not, at the time of conclusion of the Agreement excluded from participating in public tenders for any legal cause or aware of any such cause (even if under discussion or disputed) that may lead to such exclusion.

12.5 If Supplier does not meet its obligations under the Agreement, including the guarantees, Supplier will immediately be in default and Capgemini has the right, upon simple written notice to Supplier, to perform, repair or replace the Services itself or by third parties, at Supplier's expense and risk. This without prejudice to (i) the Supplier's obligations and (ii) Capgemini's right to claim damages or its other rights under this Agreement.

13. Health, safety and environmental directives, house rules, UN Global Compact

13.1 Supplier shall ensure that its employees who deliver the Services observe all national and international legislation and regulations, including but not limited to legal safety, health and environmental directives in force and shall observe the specifications made in the Agreement. Supplier will ensure to have obtained all necessary permits and authorizations if applicable prior to delivering the Services.

13.2 Supplier will observe all internal Capgemini and/or Customer rules, company and safety directives and other regulations in force at Capgemini (including but not limited to regulations relating to sustainability and social responsibility as stated in article 14 below and Capgemini/Customers internal house rules) as well as Capgemini's/Customers reasonable instructions. Supplier confirms to have full knowledge of the ones in place

at the time of execution of the Agreement.

13.3 Supplier undertakes to observe the general principles set out in the United Nations Global Compact.

14. Ethics and compliance

14.1 Supplier warrants that it and his subcontractors are compliant with and shall comply with the latest version of Customer's and Capgemini policies, including at least Capgemini Supplier Standards of Conduct and Compliance Management as published on <https://www.capgemini.com/nl-nl/bronnen/capgemini-supplier-standards-of-conduct/f> and/or as the case may be as attached to the Agreement, and Capgemini's Environmental Policy as published on <https://www.capgemini.com/corporate-responsibility/environmental-sustainability/our-environmental-policy-and-strategy-documents/>, as amended from time to time.

14.2 In addition, the Supplier warrants to be in full compliance with the laws and regulations applicable on this topic and, in particular, those relating to the fundamental rights and freedoms of the person, social and labour or environmental regulations, the fight against corruption, competition law and other business ethics principles, whether of a contractual (business, industry, collective agreements), national, European or international nature.

14.3 Supplier shall periodically review its compliance and the compliance of its subcontractors with the Customer and Capgemini policies while Supplier continues to deliver Services to Capgemini. Any negative changes to Supplier's compliance and/or the compliance of its subcontractors with the policies must be notified immediately to Capgemini.

14.4 Supplier must take all the necessary measures, including passing-on the obligations contained herein in writing to its personnel, subcontractors, directors, legal representatives and any third party which may be involved in the implementation and performance of the Agreement, to prevent any situation of conflict of interest or professional conflicting interest. Conflict of interest is understood as any situation where the impartial and objective tendering for or performance of, the Services and/or Agreement by the Supplier is compromised or may appear compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with Capgemini, Customer or any third party related to the Services and/or the Agreement.

14.5 The Supplier must notify Capgemini in writing as soon as possible of any situation that could constitute a conflict of interest or a professional conflicting interest during the tendering for or performance of, the Agreement and/or Services. The Supplier must immediately take action to rectify the situation.

14.6 Capgemini may, following the observation of any (potential) conflict of interest do any of the following, without prejudice to Capgemini's right to claim damages and/or to terminate the Agreement for breach of the Supplier:

- verify that the Supplier's action is appropriate;
- require the Supplier to take further action within a specified deadline or have a third party perform such actions, in any case at the Suppliers risks and expenses;
- decide not to award the Services to the Supplier or terminate any Agreement in place pursuant to clause 10.2, without prior judicial intervention upon simple written notice.

14.7 Capgemini reserves the right to evaluate the situation of the Supplier in order to check its compliance with the requirements of this clause 14 and its integrity, including by way of conducting once a year, an audit in accordance with the provisions of clause 15, which the Supplier accepts.

15. Inspection/Audit

Capgemini shall have the right, at any time, to perform audits over (i) Supplier internal controls related to the Services provided to Capgemini, (ii) an operational, quality and/or security assessment with respect to Supplier's performance hereunder and (iii) Supplier's and/or its subcontractors' books and records to the extent necessary to verify any amounts paid or payable hereunder and (iii) Supplier's and its subcontractors observance of their obligations under the Agreement. Supplier shall grant Capgemini full and complete access to Supplier's and its subcontractor's facilities and all books, records and other documents of Supplier as they relate to this Agreement as well as. information and assistance as requested in order to perform such assessments free of charge. If any such audit reveals that Supplier has overcharged Capgemini, then Supplier within thirty (30) calendar days shall refund such overcharges to Capgemini with interest at ten percent (10%) per annum and automatically adapt its price. If such audit reveals that Supplier has overcharged Capgemini by five percent (5%) or more during the period to which the audit relates or has committed material breaches against the obligations under the Agreement, then the cost of such audit shall be borne by Supplier. In addition, Capgemini will be entitled to immediately terminate the Agreement pursuant to clause 10.2.2.

16. Data protection

16.1 Both parties shall comply with Regulation No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and freedom of movement of these personal data (hereinafter the "**GDPR**") and relevant local Law, including their future amendments (collectively referred to as the "**Personal Data Protection Regulation**") for the processing of personal data in connection with the Agreement. All words beginning with a capital letter in this clause are deemed to have the same meaning as that used by the GDPR. The Supplier acknowledges that Capgemini has implemented "Binding Corporate Rules for Controller and Processor" ("**Capgemini BCRs**"). In case of processing of personal data of Capgemini ("**Personal Data**") applicable to a Service, the Supplier agrees to adopt and comply with a standard of protection equivalent to that described in the Capgemini BCRs which are available under the following link: <https://www.capgemini.com/resources/capgemini-binding-corporate-rules/> and inserted, by reference, into this PTC, and may be sent to the Supplier upon request. If the Supplier is located outside the European Economic Area ("EEA"), the Supplier must have Binding Corporate Rules approved by the European Union or have signed standard contractual clauses approved by the European Commission with Capgemini. In the event of non-processing of Personal Data, Supplier shall confirm in writing to Capgemini that the provision of the Services does not require processing of Personal Data. Accordingly, the Supplier acknowledges that it is not authorized to process Personal Data even if the provision of Services makes such processing technically feasible.

16.2 In case of processing of the Personal Data necessary for the performance of the Services, the Parties shall determine their respective roles as well as their responsibilities and obligations incumbent upon them in accordance with the Personal Data Protection Legislation, if applicable, under the conditions defined herein.

16.3 In the case of Personal Data processing where the Supplier acts as a Processor on behalf of Capgemini, the Parties will comply with their respective obligations pursuant to Article 28 of the GDPR as well as those described hereunder. Within this framework, the Supplier shall process Capgemini's Personal Data upon written instructions from the latter as

Controller as detailed in a specific appendix "Description of processing of personal data" which purpose is to determine the conditions of such processing in particular the subject-matter, the duration of the processing, the nature and the purpose of the processing, the type of personal data and the categories of the Data Subjects, as well as the categories of processing activities. In such framework where acting as a Processor, the Supplier hereby undertakes: (a) to ensure that its authorized personnel who processes the Personal Data is bound to confidentiality obligations at least at the same level of engagement as provided hereunder; (b) to take the measures required under Article 32 of the GDPR and, in particular, (i) to implement all technical and organizational measures as further detailed in a specific annex based on the technical and organizational measures (as required by Capgemini) to protect any Personal Data and prevent from any accidental or unlawful destruction, loss, alteration, disclosure or unauthorized access to Personal Data ("**Security Incident**"); (ii) as soon as the Supplier is informed of a Security Incident, to notify promptly Capgemini, within a maximum delay of 24 (twenty-four) hours and cooperate and provide any useful and necessary information to Capgemini for the purpose of complying with its obligations in particular with regard to the Data Subjects' rights; (iii) to take any measures and actions necessary to remedy or mitigate the effects of the Security Incident and to keep Capgemini informed of any changes and/or developments in relation to the Safety Incident; (c) to assist and cooperate with Capgemini to ensure compliance with the obligations provided for in Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to the Supplier.

16.4 If in the Supplier's opinion, any instruction infringes the provisions of any Personal Data Protection Legislation, it must immediately inform Capgemini.

16.5 The Supplier undertakes to assist Capgemini in particular in the event of a request from Data Subjects exercising their rights set forth in Chapter III of the GDPR. In the case of a Data Subject's request directly addressed to the Supplier, the latter shall promptly inform Capgemini which is solely entitled to reply to such requests.

16.6 If a transfer of Personal Data outside the EEA is required for the purpose of providing the Services, the Supplier must obtain Capgemini's prior written consent. If such consent is granted, the Supplier shall ensure that (i) it takes the necessary measures to ensure that the transfer complies with the applicable Personal Data Protection Legislation and (ii) that it has entered into agreements with the transferees containing provisions at least equivalent to those provided for in this clause.

16.7 The Supplier shall defend and indemnify Capgemini against any actions incurring his responsibility, procedures, costs and expenses arising from any breach of the Personal Data Protection Legislation, including in case of violation of the Data Subjects' rights, the confidentiality, integrity and/or the availability of the Personal Data, whether by the Supplier or its authorised subcontractor that may be involved as sub processors from time to time into the processing of Personal Data in connection with the provision of the Services.

17. Export Control

The Supplier undertakes not to transmit or provide access to Capgemini and/or any affiliated company of the Capgemini group to any items subject to export control through applicable laws and regulations, especially where said laws and regulations are decreed by Belgium, the United States or the European Union, without a prior written agreement between Capgemini and the Supplier. Such an agreement shall be subject to the prior written identification by the Supplier of the various items subject to export controls,

alongside the exact classification of these items under the European Union law (meaning the classification under the EU Dual Use items list or the EU Military list or national member state list if adopted by the applicable nation), as well as in the case of US origin items, the specific classification(s) under US laws (e.g., ECCNs, USML category) thereto. It shall be the responsibility of the Supplier to obtain, prior to any disclosure to Capgemini, the export authorisations and licences required for their transmission and for the use of these items by Capgemini and its own clients or subcontractors or by any affiliated Capgemini company or any other end user specified to the Supplier by Capgemini. The Supplier shall notify Capgemini of the scope of these export authorisations or licences and any associated restrictions.

18. Force Majeure

Neither party shall be liable to the other in the occurrence of a force majeure (as defined in the Belgian Civil Code) preventing the performance of its obligations under the Agreement. If such event of force majeure exceeds 30 days Capgemini shall be entitled, at its entire discretion upon written notice, to either postpone completion, or terminate the relevant PO. Termination pursuant to current clause is without any payment or liability of Capgemini other than payment of Supplier's compensation for Services already rendered and accepted by Capgemini prior to the effective date of such termination.

19. Non-solicitation

19.1 The Supplier will not, without written authorisation of Capgemini, for the duration of the Agreement and for one (1) year after termination thereof, hire any employees of Capgemini, or have such employees work for him, either directly or indirectly, or approach them thereto or recommend them for employment to third parties.

19.2 If Supplier violates this prohibition, it will have to pay a fixed indemnity to Capgemini (for costs such as recruitment and selection, costs for training, damage following the non-fulfilment of the plans which were set up for the employee involved, ...), equal to the total cost of the employee involved over a period of twelve (12) months.

20. Miscellaneous

20.1 Entire Agreement - Unless otherwise agreed in a specific subcontracting agreement, this Agreement sets out the entire agreement between the parties with respect to the subject matter hereof, and replaces and supersedes any and all prior agreements, negotiations, understandings and undertakings, either written or oral, in connection with the subject matter of the Agreement.

20.2 Waiver - Failure, delay or indulgence on the part of either party in exercising any power or right under the Agreement shall not operate as a waiver of such power or right.

20.3 Severability - If any provision of the Agreement shall be held by law, statutory rules or decision of a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions thereof shall remain in full force and effect, it being understood that the parties may mutually agree to replace such invalid or unenforceable provision(s).

21. Applicable law and disputes

21.1 The Agreement is subject to Belgian law. The application of the United Nations Treaty of 11-4-1980 regarding the agreement on international sale and purchase of goods is explicitly excluded.

21.2 All disputes arising between Capgemini and Supplier relating to or arising from the Agreement will be settled by the competent court in Brussels.