

## General Terms and Conditions on Cooperation with Suppliers (hereinafter "GTCS")

### 1 Scope

**1.1** These GTCS set out general principles and rules for cooperation, the conduct of negotiations, and conclusion of contracts between **Capgemini Polska Sp. z o.o.** (hereinafter "**Capgemini**") and suppliers or similar business partners (hereinafter "**Supplier**") for Goods and/or Services purchased by or Services rendered for Capgemini.

### 2 Definitions

**CC:** the Act of 23 April 1964 – Civil Code, as amended.

**Goods:** any movable goods delivered under the Purchase Order or the Agreement, to which these GTCS shall apply.

**Delivery:** sale of Goods or provision of Services for Capgemini.

**PO or Purchase Order:** an order in electronic or paper form addressed by Capgemini to the Supplier. Supplier shall ensure that every issued invoice contains an internal Capgemini internal purchase order's number. In the event of any discrepancies between the content of the Purchase Order and the GTCS, the content of the Purchase Order shall prevail.

**Parties:** Capgemini and the Supplier jointly, or individually a **Party**.

**Agreement:** any purchase agreement concluded between the Parties based on which the Supplier shall deliver Goods and/or render Services to Capgemini and to which, as per parties' explicit arrangement, these GTCS shall apply. For every Agreement, there will be generated an internal purchase order number. In the event of any discrepancies between the content of the Agreement, and the GTCS, the content of the Agreement shall prevail.

**Services:** any services delivered under the Purchase Order or the Agreement to which these GTCS shall apply.

**Work:** a work created by the Supplier as the result of performance of Services, including Deliverables or delivery of Goods, with the characteristics and nature of the work within the meaning of Article 4 of the Act of 4 February 1994 on Copyrights and Related Rights (consolidated text: Journal of Laws of 2006. No. 90, item 631, as amended).

### 3 Performance of the PO or Agreement

**3.1** The Supplier shall render the Services based on the Purchase Order delivered or the Agreement concluded between the Supplier and Capgemini.

**3.2** The Supplier will exercise utmost care, taking into account the professional character of its business activities, to effectively perform the Agreement or the Purchase Order. Any Goods and/or Services delivered will be of adequate quality with respect to the object of the Delivery.

**3.3** Any declarations of will included in the Purchase Order or the Agreement shall be binding on the Parties and the Parties declare that any persons making such declarations in the Purchase Order or Agreement are entitled to make such declarations on behalf of the Party.

**3.4** A declaration of will in electronic form (email) made by the entitled person, shall be considered as a fully delivered declaration as the one on paper.

**3.5** Any activities of the Supplier will comply with applicable laws and will not infringe upon the rights of third parties. If any permission of a third party (including a public administration body) is required to perform an obligation, the Supplier shall obtain such permission.

**3.6** The use of subcontractors by the Supplier requires Capgemini's prior consent, which Capgemini may or may not grant. The Supplier will inform Capgemini in writing, at least 7 days in advance, about the subcontractor and the scope of tasks, which the Supplier intends to entrust to the subcontractor. The Supplier is liable for the acts and omissions of its subcontractors as for its own acts and omissions.

**3.7** If, in connection with the performance of obligations or any other reason, the Supplier or its subcontractor has in its possession any materials, including goods produced or purchased in connection with the

referring to trademarks, industrial designs, or the object of copyright vested in Capgemini or any other entity affiliated thereto, the Supplier undertakes to destroy such materials after performance, termination or expiration of every obligations resulting from a PO or Agreement, at its own expense, and also will make sure that his subcontractor will destroy such materials as well.

**3.8** The Supplier will regularly and/or at the request of Capgemini provide a report about the status of performance of its obligations.

**3.9** The Supplier shall immediately inform Capgemini in writing or by email about any circumstances that could have an impact on meeting the deadline for performance of the Purchase Order or the Agreement.

**3.10** If, in the course of performance of the Purchase Order or the Agreement, the Supplier and his employees or subcontractors perform any activities on Capgemini's premises, the Supplier will train its personnel (incl. any personnel of the subcontractor) in the scope of activities to be performed by said personnel. The Supplier is responsible for ensuring that such personnel act in accordance with the requirements of the law and procedures applicable in the above-mentioned premises, in particular those related to safety and hygiene and data protection, as well as in accordance with instructions from Capgemini. Capgemini may make its consent for the entry of a given person to Capgemini premises conditional upon submission of a written statement in the above-mentioned scope.

**3.11** The Supplier will comply with any instructions and policies of Capgemini regarding data protection and security. The Supplier shall ensure that the Supplier's personnel will immediately make available to Capgemini or a service provider indicated by Capgemini their IT systems for the purpose of conducting data safety audits. The Supplier shall ensure immediate implementation of all instructions of Capgemini or the service provider of Capgemini resulting from the conducted audit.

### 4 Delivery of Goods

**4.1** Supplier shall deliver, issue, and transfer to Capgemini the property rights to new, unused Goods in the quantity and within the time specified in the Purchase Order or the Agreement. Unless the Purchase Order or the Agreement provides for multiple Deliveries, the Supplier shall deliver the Goods in one shipment. The Goods should be transported to the place of destination indicated in the Purchase Order or the Agreement.

**4.2** The Supplier ensures that all Goods covered by the delivery are made in accordance with applicable legal provisions and standards. At the request of Capgemini the Supplier shall submit to Capgemini, within 3 business days, the required approvals, authorisations, permits, or other documents confirming due performance of the above-mentioned obligations, in either original form or a copy certified by the Supplier for conformity with the original.

**4.3** The Supplier will deliver, along with the Goods provided, instruction manuals in Polish or English, which are useful, necessary or required for use, maintenance, and storage of such Goods in accordance with their purpose.

**4.4** The Supplier undertakes to ensure that the delivered Goods fully comply with the specifications delivered or approved by Capgemini, and in the case of Goods ordered by Capgemini from the Supplier's catalogue – with properties and description of Goods indicated the catalogue.

**4.5** In the event of justified doubts regarding conformity of the Goods with legal provisions, the Agreement, the Purchase Order or statements and guarantees of the Supplier, in particular with respect to safety, Capgemini shall be entitled to have the Goods examined by an independent expert at the Supplier's cost.

**4.6** The Supplier will notify Capgemini of the date of Delivery of Goods at least 1 (one) week before the planned date of the Delivery of Goods and to confirm the Delivery of Goods again 1 (one) day before the date of actual performance of the obligation. The notification referred to in the sentence above will be made by email directly to the email address of the ordering person specified in the Purchase Order or Agreement. The risk of loss, damage, or destruction of Goods until their acceptance by Capgemini shall be borne by the Supplier.

**4.7** The price of supplied Goods specified in the Purchase Order or Agreement shall include the cost of delivery of Goods to the location specified in the Purchase Order or Agreement. For the avoidance of doubt, in the case of Agreements or POs for which the Supplier has their registered office outside of the Republic of Poland, the DDP (Delivered Duty Paid) Incoterms shall apply.

## **5 Verification and acceptance of Goods**

**5.1** After receipt, Capgemini shall carry out quantitative acceptance of the ordered Goods.

**5.2** Each delivery of Goods will be accompanied by Goods' issued note from the Supplier containing the following information: (i) name of Goods, (ii) Order Number, (iii) number of items, (iv) unit cost, (v) name of the ordering person in Capgemini.

**5.3** Non-compliance of the delivery with the PO or Agreement may result in the return of all Goods or a part thereof at the Supplier's expense and delayed payment for the Goods.

**5.4** A defect means any qualitative or quantitative non-conformance of Goods with legal provisions, applicable standards, any provisions or requirements set out in the Agreement or PO, approved references, catalogues, specifications, designs, as well as statements and guarantees of the Supplier (**Defect**).

**5.5** The Supplier shall collect from Capgemini Goods that have Defects or have been damaged during transport at its own expense. Defective Goods not collected by the Supplier within the time specified by Capgemini shall be destroyed by Capgemini at the expense of the Supplier or sent to the Supplier at the expense of the Supplier.

**5.6** Capgemini may report Defects of supplied Goods in a scope not covered by the provisions of paragraph 1 above, within 12 months from the date of Delivery. The above-mentioned terms shall not apply to latent Defects which may be reported at any time – also after the end of the above-mentioned period – within 14 days from the date of discovery of the Defect.

**5.7** If a Defect is discovered in the Goods, the Supplier will, at the request of Capgemini, repair or replace the Goods, as requested by Capgemini, within 14 (fourteen) days from the date the Supplier receives the Defect notification in writing. Use by Capgemini of the above-mentioned rights shall neither preclude nor limit the right of Capgemini to rescind from the Agreement or PO or terminate it, on the terms set out in the Agreement, PO or legal provisions.

**5.8** Notwithstanding other provisions agreed by the Parties, the Supplier shall repair any damage inflicted on Capgemini that occurs in connection with Defects in supplied Goods or false statements or guarantees.

## **6 Verification and acceptance of Services**

### **6.1 Procedure**

**6.1.1** Where Supplier as part of the Services assumes the responsibility to provide Capgemini with work results (Deliverables), the following will apply.

**6.1.2** The risk of random loss of a Deliverable is transferred to Capgemini upon acceptance of the Deliverable. Specific acceptance criteria or acceptance procedures will be determined in the Purchase Order or the Agreement. In the event of lack thereof, acceptance shall be considered as lack of Defects in Deliverables, as defined in clause 5.4. Non-compliance of the Deliverable with the PO or the Agreement shall be considered lack of acceptance resulting in return of the Deliverable to the Supplier at the Supplier's expense and delayed payment for a Deliverable. The provisions of clauses 5.5 - 5.8 shall apply accordingly.

**6.1.3** Capgemini is not obliged to raise complaints in respect of a defect immediately on or following receipt takeover of the Deliverables. Takeover or functional examination is not deemed to be acceptance.

**6.1.4** The Supplier may request partial Acceptances for any completed separate parts of the Services only if identified in the Agreement or the PO.

### **6.2 Acceptance Procedure**

**6.2.1** Unless agreed otherwise, Capgemini will conduct the acceptance procedure with assistance by the Supplier. The Supplier will inform Capgemini in writing at least 10 business days of the previously agreed start of the acceptance procedure that a Deliverable is ready for acceptance. The

Acceptance test period is 10 business days. A Deliverable will be accepted when it passes that acceptance procedure. It therefore has to meet the acceptance criteria, if they were indicated in the PO or the Agreement and/or have no Defects.

**6.2.2** If the overall value of the Services performed under a single PO or an Agreement exceed PLN 10 000 or the equivalent thereof in another currency according to the average rate of exchange of the National Bank of Poland as of the date of preparation of the Purchase Order or conclusion of the Agreement, the Supplier shall formally draw up the acceptance protocol in two counterparts (one for the Supplier, one for Capgemini) and shall include in the Invoice the name of the person ordering/accepting the Services on behalf of Capgemini. If the overall value of the Services performed under a single PO or an Agreement does not exceed PLN 10 000, Capgemini shall inform the Supplier via email that with respect to Services all acceptance criteria are met or/and Deliverable has no Defect or that acceptance shall have to be rejected due to Defects.

## **7 Transfer of proprietary copyrights**

**7.1** The Supplier transfers all copyrights to Capgemini for Works as of the date of their creation.

**7.2** The transfer of the copyrights rights is granted for the all fields of exploitation especially:

- a) with regard to computer software: permanent or temporary reproduction of the computer software in full or in part by any means and in any form, translation, adjustment, changes in layout or any other changes to the computer software, distribution, including lending or lease, of the computer software or copies thereof, placing the software on the Internet
- b) with regard to Works, which are not computer software (including the documents): with regard to the recording and reproduction of the work – producing the copies of the work with the use of any techniques, including print, reprography, magnetic or digital recording; with regard to the trading in the original or the record copies of the work – placing on the market, lending or leasing the original or the copies; with regard to distribution of the work in other way than that determined in the precedent item – public performance, staging, projecting, reproduction, transmission and retransmission, as well as making the work publicly available in such a way that everybody can have access to the work at the place and time of their choice; right to modify.

**7.3** If there will be new fields of exploitation in the future, in relation to the Works, the Supplier commits to transfer all copyrights for these new fields for the additional remuneration agreed, the copyrights for these fields will transfer on Capgemini within the execution of payment.

**7.4** Transfer of rights includes also the right to use third party materials, which the Supplier can transfer.

**7.5** Transfer of rights is unlimited in duration.

**7.6** All rights transferred can be executed independently and at full discretion of Capgemini

**7.7** The Supplier hereby allows Capgemini to use all technology and other knowledge included in Works or transferred in other way by the Supplier in performing Services.

**7.8** The Supplier confirms that rights transferred to Capgemini based on this Agreement are free from any copyrights or other proprietary rights of any third party.

**7.9** Provisions of this Section are applicable to the Deliverables modified by the Supplier, if modification is the result of performing by the Supplier its warranty obligations.

**7.10** All rights in relation to Capgemini's own software or works, all rights in items, which are modifications and enhancements of rights to which the proprietary rights, before or after the Agreement or Purchase Order start date accrue to Capgemini or its subcontractors (Capgemini IPR), will vest in Capgemini or, where applicable, the relevant third parties. Capgemini grants to the Supplier a non-exclusive, non-transferrable, license to use, copy or modify such Capgemini IPR for the internal use of performing the Services. Capgemini IPR may not be used separately or on a stand-alone basis.

**8 Third party claims**

**8.1** The Supplier guarantees for an unlimited period of time that the Goods and/or Services do not infringe any intellectual property rights of a third party. The Supplier will defend Capgemini against any of the following and indemnify and hold Capgemini harmless in respect of claims, costs and losses to the extent the same are assessed against, or incurred by, Capgemini in respect of any claims for infringement or misappropriation of any intellectual property rights of a third party. Furthermore, Capgemini may claim damages against the Supplier.

**8.2** Upon a third party bringing a claim in respect of the Goods and/or Services Capgemini will notify the Goods and/or Services in writing. In the event of a judicial assertion, Capgemini will announce the dispute to the Supplier.

**8.3** The Supplier will have primary control over the defence and may choose to settle the dispute with third parties, but only subject to a confidentiality agreement, which prohibits the parties involved from disclosing the subject matter and the contents of the settlement to any parties not involved in the settlement. Capgemini may not claim any settlement amounts payable or paid to third parties or comparable compensation granted in lieu of damages unless the Supplier has consented in advance to such amounts in writing. Capgemini will give all reasonable assistance in connection with the conduct of the claim at the cost of the Supplier. The Supplier will provide Capgemini with all information in relation to the claim and coordinate any action taken or to be taken.

**8.4** The Supplier will, at its option and cost (1) use best efforts to obtain the right for Capgemini to continue using the infringing items; or (2) use best efforts to replace or modify such infringing item so that they no longer infringe such third party rights, provided that such replacement or modification does not degrade the use of the Works; or (3) if the Supplier is unable to carry out these previous steps, then remove such Works or require ceasing the use of such infringing items by giving Capgemini reasonable notice sufficient to allow the migration from, or ceasing of use, the same and refund the payments made for them by Capgemini.

**9 Remuneration**

**9.1** The Supplier's remuneration, specified by the Parties in the Purchase Order or in the Agreement (the "Price"), will be paid on the basis of a properly issued VAT invoice ("Invoice"). The invoice may be issued by the Supplier not earlier than on the date of approval of performance of the Service or supply of all Goods, without Defects, or a part thereof (unless otherwise stated in the Agreement for multiple deliveries), in accordance with these GTCS.

**9.2** The Supplier declares that the remuneration specified in the Agreement or Purchase Order exhausts any financial claims of the Supplier and its personnel for the performance of the Agreement or the Purchase Order and for the use by Capgemini of the works performed or items supplied hereunder, and the acquisition of rights, and that it covers remuneration for the transfer by the Supplier of proprietary copyrights, granting of licences, approvals, and authorisations. The Price is final and may not change during the performance of the Agreement and the Purchase Order.

**9.3** The Price is expressed as a net amount, i.e. without VAT, but it will include all taxes other than VAT and statutory levies related to the Supply, including in particular customs duties and withholding tax.

**9.4** In the case of Suppliers with a registered address within the territory of the Republic of Poland, unless otherwise agreed by the Parties in the Purchase Order or the Agreement, the Price shall be expressed in Polish zloty (PLN). In the event the Price is expressed in another convertible currency and the Parties agree that the invoice shall be issued and payment made in PLN, the Price shall be converted to PLN at the average NBP rate from the day preceding the date of invoice issue.

**9.5** In case of foreign Suppliers, with a registered seat outside of the territory of the Republic of Poland, the Price may be expressed in one of the following currencies: PLN, EUR, USD, GBP, CHF. Payment for such a Supplier will be made in the currency, which the Price is expressed in.

**9.6** Any payment that will be made to Capgemini Poland shall be paid to the following bank account depending on the currency

Bank  
Crédit Agricole Bank Polska S.A.  
Business Garden Warszawa  
ul. Żwirki i Wigury 18a, 02-092 Warszawa

PL14194012100100804100102000 (USD bank account) or  
PL82194012100100804100100000 (PLN bank account) or  
PL33194012100100804100110000 (EUR bank account) or  
PL43194012100100804100104000 (GBP bank account).

**9.7** In the event the Supplier's tax residency is located outside the Republic of Poland, the Supplier, within 14 days from the submission of a request by Capgemini, shall submit to Capgemini a residence certificate for tax purposes. Any consequences arising from the Supplier's failure to submit such certificate, including in particular the inability to apply a tax rate resulting from the relevant international agreement, shall be borne by the Supplier.

**9.8** Remuneration shall be paid by wire transfer to the Supplier's bank account specified in the VAT invoice within 30 (in words: thirty) days from the invoice date, provided that the invoice has been properly issued and immediately delivered to Capgemini. Invoices should in particular comply with legal provisions, include the PO and the correct amount of remuneration calculated in accordance with the Purchase Order and/or the Agreement; data regarding the quantity and the unit of measurement of the Delivery must correspond to the data included in the Purchase Order. Moreover, the invoice should include a clear and thorough description of the supplied item, in accordance with the Purchase Order or the Agreement. If the invoice is issued incorrectly, i.e. in particular without the above-mentioned elements, especially the PO Number, Capgemini shall be entitled to return the invoice to the Supplier for completion and to withhold payment.

**9.9** The Supplier undertakes to issue VAT invoices for the following address:

CAPGEMINI POLSKA SP. Z O.O.  
Al. JEROZOLIMSKIE 96  
00-807 WARSZAWA  
POLSKA  
NIP (Tax Identification Number): 526-11-84-467

**9.10** And to deliver them directly to the Capgemini Finance Department at the following address:

CAPGEMINI POLSKA SP. Z O.O.  
UL.LUBLAŃSKA 38  
31-476 KRAKÓW  
FINANCE  
POLAND

**9.11** The Parties may agree that the invoices will be delivered in electronic form. In such case the Parties will sign a separate agreement regulating electronic invoice exchange.

**9.12** If the Delivery item includes the supply of a Work, in the issued VAT invoice the Supplier shall specify separately the remuneration for the transfer by the Supplier of proprietary copyrights, and the granting of licences, approvals, and authorisations. In the event no detailed specifications are provided by the Parties regarding the amount of said remuneration, it shall be assumed that the remuneration shall amount to 10% of the remuneration for the performance of a given stage of the Services during which the Work was created.

**9.13** Any offset by the Supplier of its claims against Capgemini against reciprocal claims of Capgemini against the Supplier shall be permissible only after obtaining written consent by Capgemini allowing for such offset.

**9.14** In the event of changes to the Supplier's details (name, legal form, address, registration or bank account number) the Supplier shall inform Capgemini within 7 days of such change by sending formal notification to the invoice delivery address stated in paragraph 7 herein above.

**9.15** In the event of change in Capgemini's details (company, legal status, address, registration data or bank account), Capgemini will inform the Supplier of that change within 7 days from the moment it takes effect by sending an official notice to the address that appears in the Agreement and in the absence of an Agreement between the Parties, the address that appears on the last invoice received from the Supplier.

**10 Confidentiality**

**10.1** Confidential Information means information related to the subject matter of the Agreement or the Purchase Order (including any third party information), or the business of the disclosing Party, which is

identified by either Party as Confidential, or which ought reasonably to be treated as confidential, including the Agreement or the Purchase Order (Confidential Information). Confidential Information will not include any information that is (1) at the time of disclosure, or thereafter becomes, through a source other than the receiving Party, publicly known, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party, (3) was known to the receiving Party at the time of disclosure, or (4) is developed independently by the receiving Party.

**10.2** Each Party will use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information. It will not disclose Confidential Information to third parties, except as permitted under the Agreement or the Purchase Order. The obligations of confidentiality hereunder will continue for a period of three (3) years from the date of the last disclosure of Confidential Information hereunder.

**10.3** Disclosure is permitted to the Parties' employees or advisors, which require such information in order to perform their tasks with regard to the Agreement. The Supplier will ensure that any of such personnel comply with the obligations set forth in the Agreement or in the Purchase Order, unless such personnel has already been otherwise committed to comply with such provisions. Capgemini may disclose Confidential Information to its Affiliates on a need-to-know basis.

**10.4** Should a Party be obligated either by virtue of law, legal norms or by virtue of a judicial order to disclose Confidential Information to third parties, it will inform the other Party in writing before disclosing such information. If prior notification is not possible, notification will be performed immediately after disclosure.

**10.5** Upon termination, each Party will return to the respective other Party all Confidential Information as well as all copies thereof and to destroy all notes made with reference to the Confidential Information. It will provide, upon the other Party's request, proof thereof. Each Party may keep Confidential Information if mandatory pursuant to legal provisions or to the extent required to be able to defend or substantiate possible third-party claims and/or claims that the Parties might assert against each other.

**10.6** If the Supplier violates the aforesaid provisions regarding Confidentiality, the Supplier will indemnify Capgemini for any damages caused. Additionally, for each such violation the Supplier will pay a penalty of PLN 100.000 (one hundred Polish zlotys) to Capgemini. The penalty does not limit the right to seek further damages.

## **11 Protection of personal data**

**11.1** To the extent the Services or otherwise the co-operation between the Parties involve processing of personal data of Capgemini, its employees or business partners, the Supplier will process or use such personal data only in compliance with the Act on the Protection of Personal Data ("the DPA") to the extent applicable. The Supplier will implement appropriate technical and organisational measures to protect personal data Capgemini provides to it.

**11.2** By virtue of the DPA, the Supplier hereby undertakes to adopt any and all appropriate technical and organizational measures securing Personal Data protection in the manner set forth in the DPA or in other binding legal rules and regulations, and avoiding the chance for any unauthorized or incidental access to the personal data; a change, destruction or loss thereof; or any other unauthorized transmissions or unauthorized processing as well as any other misuse thereof. The aforesaid duties also apply after the termination of the personal data processing.

**11.3** The Supplier hereby undertakes to implement the following organizational and technical measures. In particular the Supplier:

1. will authorize only selected employees for the personal data processing, whom it will acquaint with their duty of confidentiality in respect of the personal data and other duties necessary for avoidance of any violation of the DPA;
2. will only entrust the personal data processing to any third party in line with the requirements set out in the Agreement or the Purchase Order;
3. will use appropriate technical equipment and software instruments in a manner excluding any unauthorized or incidental access to the personal data by any persons other than the authorized employees of the Processor;

4. will safeguard the personal data in duly secured facilities and rooms;
5. will save the personal data in an electronic form on secured servers or data carriers to which only authorized persons will have access based on access codes or passwords, and it will make back-up copies of this personal data on a regular basis;
6. will ensure remote transmission of the personal data either via a publicly-inaccessible network or by means of a secured transmission using the public networks;
7. will safeguard the written documents containing personal data in a safe place and he will keep due records of the circulation of such written documents;
8. will ensure, upon termination of the personal data processing, the physical safe-destruction of the personal data, or it will deliver the personal data to Capgemini.

**11.4** If the Supplier violates the aforesaid provisions regarding the processing of personal data, the Supplier will indemnify Capgemini for any damages caused. Furthermore, for each such breach, the Supplier will pay to Capgemini a penalty of PLN 100.000 (one hundred Polish zlotys). The penalty does not limit the right to seek further damages.

## **12 Sustainability, Compliance**

**12.1** Capgemini is committed to trading in a responsible manner and has defined a set of Corporate and Social Responsibility (CSR) requirements for all suppliers which trade with Capgemini.

**12.2** "Capgemini Sustainable Procurement Principles" (hereinafter: the "Policy") shall mean the CSR requirements set out on the following website:  
[www.capgemini.com/about/corporateresponsibility/supplier\\_relations/](http://www.capgemini.com/about/corporateresponsibility/supplier_relations/).

**12.3** The Supplier undertakes to comply with all the requirements of Policy.

**12.4** These requirements are updated from time to time to reflect Capgemini's evolving policy in this important area. The Supplier shall keep up to date with the Policy and ensure compliance therewith.

**12.5** The Supplier will perform the Agreement or the Purchase Order in compliance with the applicable law and in particular all anti-corruption laws. The Supplier will implement all appropriate technical and organisational measures to prevent bribery or other forms of corruption. In particular, the supplier will not, directly or indirectly,

- pay any fees or grant any rebates to any employee of Capgemini or any other company of the Capgemini Group (Affiliate);

- favour employees of Capgemini (or an Affiliate) with any offer of benefits of significant value, or

- enter into any business arrangement with employees of Capgemini or any Affiliate without the prior written approval of Capgemini.

**12.6** If the Supplier (1) becomes aware of acts of corruption or alleged breaches of anti-corruption laws, (2) has reasonable suspicion of a breach of anti-corruption laws or (3) becomes aware of investigations related to corruption, the Supplier will immediately inform Capgemini thereof.

**12.7** Capgemini will be entitled to conduct a yearly validation of the Supplier's and its subcontractors' compliance with these obligations through survey and / or audit (as appropriate and at no additional charge to Capgemini).

**12.8** A breach of anti-corruption laws by the Supplier is a material breach of obligations (not capable of remedy) entitling Capgemini to immediate termination of the Agreement or the Purchase Order. Capgemini may further terminate the Agreement or the Purchase Order: (i) if the Supplier is subject to any negative publicity or suffers reputation damage regarding business practices which violate the obligations under this Section, except where the Supplier has notified Capgemini of non-compliance in advance in writing; or (ii) if Capgemini is subject to any negative publicity or suffers reputation damage regarding business practices arising from the actions or omissions of the Supplier in breach of the integrity obligations.

**13 Contractual Penalties**

**13.1** In the event of delay attributable to the Supplier with the delivery of Goods or Services or any parts thereof, the Supplier will pay to Capgemini a contractual penalty in the amount of 1% of the net value of the entire Purchase Order or the total net value of the Agreement for each commenced day of delay. Capgemini reserves any other rights in relation to the delay such as claiming exceeding damages and/or rescission or termination of the Agreement or the PO.

**13.2** In the event of termination of the Agreement or the Purchase Order by Capgemini due to reasons attributable to the Supplier, the Supplier shall pay Capgemini a contractual penalty in the amount of the gross value of all performances covered by the Agreement and the Purchase Order. In the event of failure to observe the agreed deadline for the supply of Goods repaired under implied warranty or any other guarantee delivered, or Goods supplied to replace defective goods, the provisions of point 1 and 2 shall be applicable.

**13.3** In the event the Supplier delays the performance of Services or any stage of performance thereof (if the Contract provides for performance of the Service in stages), the provisions of point 1 and 2 shall apply accordingly.

**13.4** Any contractual penalties and compensation due to Capgemini from the Supplier shall be paid to the bank account of Capgemini within 10 days from the date of issue of a debit note by Capgemini.

**13.5** Capgemini is entitled to claim damages that exceed the amount of contractual penalties, based on general principles.

**14 Termination of the Agreement or the Purchase Order**

**14.1** Each Party may terminate or rescind from the PO or the Agreement by notice in writing (1) if the other Party committed a material breach of its obligations and has failed to remedy such breach (if capable or remedy) within 7 (seven) days of written notification; (2) if bankruptcy proceedings regarding the other Party are opened. Capgemini's rescission right may be exercised up to the completion of any acceptance procedure.

**14.2** Furthermore, in case of delay in the Delivery (either in whole or in part) exceeding 14 (fourteen) days, Capgemini may terminate or rescind the PO, the Agreement or a part thereof, if after the expiry of an additional deadline for the Supplier, as provided in the point 1 hereof, the Supplier fails to perform its obligations. In the event of rescission or termination of the Purchase Order or the Agreement in an unperformed part Capgemini shall pay the Supplier only remuneration for performances duly and timely completed by the Supplier in accordance with the provisions of the Agreement or the Purchase Order until the date of the rescission.

**14.3** Capgemini may terminate the Agreement and PO for convenience with 14 (fourteen) days' notice at any time. Capgemini shall specify activities which the Supplier should perform within the notice period in order to properly meet its obligations.

**14.4** In the event of any termination, Capgemini will pay to the Supplier remuneration for performances accepted or duly and timely provided by the Supplier before termination, in accordance with the provisions of the PO and Agreement, until the date of the termination of the same.

**14.5** Any further liability of Capgemini in the event of the termination of the Agreement or the Purchase Order or rescission thereof pursuant to this article or contractual provisions shall be excluded.

**15 Publicity**

The supplier may refer to Capgemini in its publicity material as being a supplier of Capgemini only with Capgemini's express prior written consent and may not publicise any information about the products, services, PO or the Agreement. Such consent shall be revocable at any time.

**16 Final provisions**

**16.1** This Agreement and the PO will be governed by the Polish law. Application of the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded in its entirety. The Parties agree to resolve amicably any disputes arising in connection with the performance of the Agreement or the Purchase Order. Where a dispute cannot be solved amicably, it shall be submitted to the jurisdiction of Polish courts. The court competent to resolve such disputes shall be a common court of competent jurisdiction for the registered office of Capgemini.

**16.2** The Supplier shall not be authorised to transfer the rights and obligations under the Agreement and Purchase Order in full or in part to any third party without prior written consent of Capgemini.

**16.3** The general terms and conditions of the Supplier are not applicable, including if the Supplier makes direct reference to them in connection with the Services or Products and even if Capgemini does not raise any express objections.

**16.4** These GTCS are valid from 1 January 2015 and will be applied to Deliveries ordered after 1 January 2015

**16.5** These GTCS have been drawn up in 2 identical language versions: English and Polish. In case of discrepancies between the Polish and English language versions, the Polish version shall prevail.