PROSPECTUS DATED 7 NOVEMBER 2016

CAP GEMINI S.A.

€500,000,000 0.5 per cent. Notes due 9 November 2021

Issue Price of the Notes: 99.769 per cent.

The € 500,000,000 0.5 per cent. notes maturing on 9 November 2021 (the "**Notes**") of CAP GEMINI S.A. (the "**Issuer**") will be issued outside France on 9 November 2016 (the "**Issue Date**").

Interest on the Notes will accrue from, and including, the Issue Date at the rate of 0.5 per cent. *per annum*, payable annually in arrear on 9 November in each year, and for the first time on 9 November 2017 for the period from, and including, the Issue Date to, but excluding, 9 November 2017, as further described in "Terms and Conditions of the Notes – Rate of Interest" of this prospectus (the "**Prospectus**").

Unless previously redeemed or purchased and cancelled, the Notes will be redeemed at par on 9 November 2021. The Notes may, and in certain circumstances shall, be redeemed before their maturity date, in whole but not in part, at their principal amount, together with, any accrued interest, notably in the event that certain French taxes are imposed (see "Terms and Conditions of the Notes - Taxation"). Holders of Notes (as defined in "Terms and Conditions of the Notes") will be entitled, in the event of a Change of Control of the Issuer, to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of their Notes at their principal amount together with (or, where purchased, together with an amount equal to) interest accrued, all as defined, and in accordance with the provisions set out, in "Terms and Conditions of the Notes – Redemption at the option of Noteholders following a Change of Control". In addition, the Issuer will have the option to redeem the Notes, in whole but not in part, at any time, prior to their maturity date, at their Optional Redemption Amount in accordance with the provisions set out in "Terms and Conditions of the Notes – Make-Whole Redemption by the Issuer". The Issuer will also have the option to redeem the Notes, in whole but not in part, at their principal amount together with any accrued interest (i) as from 9 August 2021 until their maturity date, in accordance with the provisions set out in "Terms and Conditions of the Notes – Pre-Maturity Call Option" and (ii) at any time, in the event that eighty per cent. (80%) or more of the initial aggregate nominal amount of the Notes (including any further notes issued pursuant to “Terms and Conditions of the Notes – Further Issues and Assimilation”) have been redeemed or purchased and cancelled in accordance with the provisions set out in "Terms and Conditions of the Notes – Clean-up Call Option".

The Notes will be issued in dematerialised bearer form in the denomination of € 100,000 each. Title to the Notes will be evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier* by book entries. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes.

The Notes will, upon issue, be inscribed in the books of Euroclear France which shall credit the accounts of the Account Holders. "**Account Holder**" shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, Clearstream Banking S.A. and Euroclear Bank SA/NV.

This Prospectus constitutes a prospectus for the purposes of Article 5.3 of Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003 as amended (the "**Prospectus Directive**") and the relevant implementing measures in France.

Application has been made to admit the Notes to trading on Euronext Paris as from the Issue Date. Euronext Paris is a regulated market within the meaning of the Directive 2004/39/EC of the European Parliament and of the Council dated 21 April 2004.

The Issuer is currently rated BBB with stable outlook by Standard & Poor's Rating Services. The Notes have been rated BBB by Standard & Poor's Rating Services. As of the date of this Prospectus, Standard & Poor's Rating Services is established in the European Union and registered under Regulation (EC) No. 1060/2009 as amended. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency without notice.

This Prospectus and all the documents incorporated by reference in this Prospectus are available on the websites of the *Autorité des Marchés Financiers* (the "**AMF**") (www.amf-france.org) (save for the 2016 Interim Financial Report) and of the Issuer (www.capgemini.com).

See the "Risk Factors" section for a description of certain factors which should be considered by potential investors in connection with any investment in the Notes.

In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and its General Regulation (*Règlement général*), in particular Articles 211-1 to 216-1, the *Autorité des marchés financiers* ("**AMF**") has granted to this Prospectus the visa n°16-518 on 7 November 2016. This Prospectus has been prepared by the Issuer and its signatories assume responsibility for it. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the visa has been granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information in it is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it and the appropriateness of the issue of the Notes.

Joint Lead Managers

Barclays **BNP Paribas**

Crédit Agricole CIB **HSBC**

Morgan Stanley

*This Prospectus has been prepared for the purpose of giving information with respect to the Issuer and to the Issuer and its consolidated subsidiaries taken as a whole (the "**Group**") as well as the Notes which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position and profit and losses of the Issuer.*

None of Joint Lead Managers (as defined in "Subscription and Sale") or any of their affiliates have separately verified the information contained in this Prospectus. None of Joint Lead Managers or any of their affiliates make any representation, express or implied, or accept any responsibility, with respect to the accuracy or completeness of any of the information contained or incorporated by reference in this Prospectus. Neither this Prospectus nor any other information supplied in connection with the offering of the Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by, or on behalf of, any of the Issuer or the Joint Lead Managers or any of the respective affiliates that any recipient of this Prospectus or any other financial statements should purchase the Notes.

No person is authorised to give any information or to make any representation related to the issue, offering or sale of the Notes not contained in this Prospectus. Any information or representation not so contained herein must not be relied upon as having been authorised by, or on behalf of, the Issuer or the Joint Lead Managers or any of the respective affiliates. The delivery of this Prospectus or any offering or sale of Notes at any time does not imply (i) that there has been no change with respect to the Issuer or the Group, since the date hereof and (ii) that the information contained or incorporated by reference in it is correct as at any time subsequent to its date.

The Prospectus and any other information relating to the Issuer or the Notes should not be considered as an offer, an invitation, a recommendation by any of the Issuer or the Joint Lead Managers or any of the respective affiliates to subscribe or purchase the Notes. Each prospective investor of Notes should determine for itself the relevance of the information contained in this Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Joint Lead Managers or any of the respective affiliates undertakes to review the financial or general condition of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or prospective investor in the Notes of any information coming to its attention. Investors should review, inter alia, the documents incorporated by reference into this Prospectus when deciding whether or not to subscribe for or to purchase the Notes. Investors should in particular conduct their own analysis and evaluation of risks relating to the Issuer, the Group, their business, their financial condition and the Notes and consult their own financial or legal advisers about risks associated with any investment in the Notes and the suitability of investing in the Notes in light of their particular circumstances. Potential investors should read carefully the section entitled "Risk Factors" set out in this Prospectus before making a decision to invest in the Notes.

The distribution of this Prospectus and the offering or the sale of the Notes in certain jurisdictions may be restricted by law or regulation. None of the Issuer, the Joint Lead Managers or any of the respective affiliates represents that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered or sold, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution, offering or sale. In particular, no action has been taken by the Issuer or any of the Joint Lead Managers or any of the respective affiliates which is intended to permit a public offering of any Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Note may be offered or sold, directly or indirectly, and neither this Prospectus nor any offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus comes are required by the Issuer, the Joint Lead Managers or any of the respective affiliates to inform themselves about and to observe any such restrictions. For a further description of certain restrictions on offers and sales of Notes and distribution of this Prospectus and of any other offering material relating to the Notes, see "Subscription and Sale".

*The Notes have not been, and will not, be registered under the U.S. Securities Act of 1933 as amended (the "**Securities Act**") or the securities law of any U.S. state, and may not be offered or sold, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or such state securities laws. The Notes are being offered and sold only outside the United States to non-U.S. persons in accordance with Regulation S under the Securities Act.*

In addition, until 40 days after the commencement of the Offering, an offer or sale of Notes within the United States by a dealer (whether or not it is participating in the offering) may violate the registration requirements of the Securities Act. See "Subscription and Sale".

*In this Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area, references to "**EUR**" or "euro" or "**€**" are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.*

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RISK FACTORS

The following are certain risk factors relating to the Issuer and the Notes of which prospective investors should be aware. Prior to making an investment decision, prospective investors should consider carefully all the information set out and incorporated by reference in this Prospectus, including in particular the risk factors detailed below, and consult with their own financial and legal advisors as to the risks entailed by an investment in the Notes. The following statements are not exhaustive. In addition, investors should be aware that the risks described may be combined and thus interrelated with one another. Prospective investors should make their own independent evaluations of all investment considerations and should also read the detailed information set out elsewhere in this Prospectus. Terms defined in "Terms and Conditions of the Notes" shall have the same meaning where used below.

1. Risks relating to the Issuer

The following is an overview of the risk factors relating to the Issuer which are set out on pages 26 to 31 of the 2015 Registration Document and page 9 of the 2016 Interim Financial Report (each as defined in the section "Documents Incorporated by Reference"). Investors should read carefully the risk factors section contained in the 2015 Registration Document before investing in the Notes.

Capgemini is a service provider and consulting group, and as such, the main risks to which the Group is exposed are (i) failure to deliver the services to which it has committed, (ii) failure to deliver services within the contractual timeframe and the required level of quality, or (iii) infringement, notably through human error, of obligations liable to affect the operations of a client or third party. In the course of its consulting activities, the Group has an obligation to provide information and could incur liability should it fail to do so. Furthermore, in a rapidly changing technology environment, the Group must constantly make sure to adapt to new client product and service expectations. From an operating standpoint, the Group is notably exposed to the risks concerning projects delivery and performance, which could adversely impact its reputation as well as financial results, and is highly dependent on having an adequate and skilled workforce as well as reliable information systems. In delivering its services, the Group is exposed to risks related to use of external suppliers and sub-contractors but also to "Geopolitics" risks related to doing business in a large number of geographies with an increasing proportion of its delivery of services originating from emerging countries, in particular in India. The Group operating financial performance could also be negatively impacted by an economic downturn translating into lower client investment and spend having, execution risks in its external growth operations, as well as legal risks. The Group is also exposed to financial risks including currency risk, credit and counterparty risk, interest rate risk, liquidity risk and financial risk related to employee liabilities.

The United Kingdom's impending departure from the European Union could adversely affect the Group

The United Kingdom held a referendum on 23 June 2016 in which a majority voted to exit the European Union ("**Brexit**"). Brexit could adversely affect European or worldwide economic, market conditions and could contribute to instability in global financial and foreign exchange markets, including volatility in the value of the pound sterling or the euro. In addition, Brexit could lead to legal uncertainty and potentially divergent national laws and regulations as the United Kingdom determines which European Union laws to replace or replicate. Any of these effects of Brexit, and others the Group cannot anticipate, could adversely affect the Group's business, results of operations, financial condition and cash flows, and could negatively impact the value of the Notes.

As disclosed in Note 3 Operating Segments of the 2015 Registration Document (p. 147), external revenue and operating margin reported for the geographic area "United Kingdom and Ireland" amounted to respectively €2,150 million and €289 million (please see Note 3 Operating Segments of the 2015 Registration Document (p. 146-149) for further information).

2. Risks linked to the Notes

(a) Investors

Each potential investor in the Notes must determine the suitability of that investment in light of such investor's own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such investment will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes;

(iv) understand thoroughly the terms of the Notes; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the relevant risks.

Some potential investors are subject to restrictive investment regulations. These potential investors should consult their legal counsel in order to determine whether investment in the Notes is authorised by law, whether such investment is compatible with their other borrowings and whether other selling restrictions are applicable to them.

(b) Risks related to the Notes generally

The Notes may be redeemed prior to maturity

In the event that the Issuer would be obliged to pay additional amounts in respect of any Notes due to any withholding as provided in "Terms and Conditions of the Notes - Taxation", the Issuer may and, in certain circumstances shall be required to redeem all of the Notes then outstanding in accordance with such Condition. In addition, the Issuer may, at its option, at any time redeem all of the Notes (as more fully described in "Terms and Conditions of the Notes – Make-Whole Redemption by the Issuer"), or from and including 9 August 2021 to but excluding the Maturity Date, redeem all of the Notes (as more fully described in "Terms and Conditions of the Notes – Pre-Maturity Call Option"), or when eighty per cent. (80%) of the initial aggregate nominal amount of the Notes (including any further Notes issued pursuant to “Terms and Conditions of the Notes - Further Issues and Assimilation”) has been redeemed or purchased and cancelled (as more fully described in "Terms and Conditions of the Notes – Clean-up Call Option").

The Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. During a period when the Issuer may elect, or has elected, to redeem Notes, the market value of the Notes may not rise substantially above the price at which they can be redeemed. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes and accordingly may not obtain the investment return originally expected.

Change of Control - put option

In the event of a Change of Control of the Issuer (as more fully described in "Terms and Conditions of the Notes - Redemption at the option of Noteholders following a Change of Control"), each

Noteholder will have the right to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of their Notes at their principal amount together with (or, where purchased, together with an amount equal to) interest accrued. In such case, any trading market in respect of those Notes in respect of which such redemption right is not exercised may become illiquid. In addition, investors may not be able to reinvest the moneys they receive upon such early redemption in securities with the same yield as the redeemed Notes.

Modification of the Terms and Conditions of the Notes

Noteholders will be grouped automatically for the defence of their common interests in a *Masse*, as defined in "Terms and Conditions of the Notes - Representation of the Noteholders", and a general meeting of Noteholders can be held. The Terms and Conditions of the Notes permit in certain cases defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant general meeting and Noteholders who voted in a manner contrary to the majority.

The general meeting of Noteholders may, subject to the provisions set out in "Terms and Conditions of the Notes - Representation of the Noteholders", deliberate on any proposal relating to the modification of the Terms and Conditions of the Notes, notably on any proposal, whether for arbitration or settlement, relating to rights in controversy or which were subject of judicial decisions.

Credit Risk of the Issuer

The price of the Notes will also depend on the credit worthiness of the Issuer. If the credit worthiness of the Issuer deteriorates the value of the Notes may decrease and investors may lose all or part of their investment.

Rating

The Notes have been rated BBB by Standard & Poor's Rating Services. One or more other credit rating agencies may assign ratings to the Notes whether on a solicited or an unsolicitated basis which may be lower than such assigned rating. Such ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension, reduction or withdrawal at any time by the relevant rating agency. A revision, suspension, reduction or withdrawal of a rating may adversely affect the market price of the Notes.

As of the date of this Prospectus, Standard & Poor's Rating Services is established in the European Union and registered under Regulation (EC) No. 1060/2009 as amended.

Limited restrictive covenants

The Notes do not restrict the Issuer or any of its Subsidiaries from incurring additional debt. The Terms and Conditions of the Notes contain a negative pledge that prohibits the Issuer in certain circumstances from creating security over assets, but only to the extent that such is used to secure other notes or similar securities listed (or capable of being listed) on a regulated market or another assimilated market. The Terms and Conditions of the Notes do not contain any other covenants restricting the operations of the Issuer, or its ability to distribute dividends or buy back shares. The Issuer's Subsidiaries are not bound by the obligations of the Issuer under the Notes and are not guarantors of the Notes.

*The proposed European financial transactions tax ("**FTT**")*

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. It would call for the participating Member States to impose a tax of generally at least 0.1% on all such transactions, generally determined by reference to the amount of consideration paid.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States (other than Estonia). It may therefore be altered prior to any implementation, the timing of which remains unclear. In a meeting dated October 10th 2016, the Ministers of the participating Member States (other than Estonia) expressed their intention to introduce a first draft of the proposal directive before the end of 2016. Furthermore, additional EU Member States may decide to participate. The mechanism by which the tax would be applied and collected is not yet known, but if the proposed directive or any similar tax were adopted, transactions in the Notes would be subject to higher costs, and the liquidity of the market for the Notes may be diminished.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

French Insolvency Law

Noteholders will be grouped automatically for the defence of their common interests in a *Masse*, as defined in "Terms and Conditions of the Notes - Representations of the Noteholders". However, under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") if a safeguard procedure (*procédure de sauvegarde*), an accelerated safeguard procedure (*procédure de sauvegarde accélérée*), accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer.

The Assembly comprises holders of all debt securities issued by the Issuer (including the Notes), whether or not under a debt issuance programme and regardless of their governing law.

The Assembly deliberates on the proposed safeguard plan (*projet de plan de sauvegarde*), accelerated safeguard plan (*projet de plan de sauvegarde accélérée*), accelerated financial safeguard plan (*projet de plan de sauvegarde financière accélérée*) or judicial reorganisation plan (*projet de plan de redressement*) applicable to the Issuer and may further agree to:

- increase the liabilities (charges) of holders of debt securities (including the Noteholders) by rescheduling payments which are due and/or partially or totally writing-off debts;

- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or

- decide to convert debt securities (including the Notes) into securities that give or may give right to share capital.

Decisions of the Assembly will be taken by a two-third (2/3) majority (calculated as a proportion of the amount of debt securities held by the holders which have cast a vote at such Assembly). No quorum is required to hold the Assembly.

For the avoidance of doubt, the provisions relating to the representation of the Noteholders described in the Terms and Conditions of the Notes set out in this Prospectus will not be applicable with respect to the Assembly to the extent they conflict with compulsory insolvency law provisions that apply in these circumstances.

Change of law

The Terms and Conditions of the Notes are based on French law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial or administrative decision or change to French law or administrative practice after the date of this Prospectus.

(c) Risks related to the market generally

Market value of the Notes

The market value of the Notes will be affected by the creditworthiness of the Issuer and a number of additional factors, including market interest and yield rates.

The value of the Notes depends on a number of interrelated factors, including economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchange on which the Notes are traded. The price at which a Noteholder will be able to sell the Notes may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser.

Transaction costs

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro rata commissions depending on the order value. To the extent that additional — domestic or foreign — parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

No active secondary market for the Notes

An investment in the Notes should be considered primarily with a view to holding them until their maturity. Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have an adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in Euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Euro would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Fixed interest rate risks

The Notes bear interest at a fixed rate. Investment in such Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes.

Conflicts of interest

Certain of the Joint Lead Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer’s affiliates. Certain of the Joint Lead Managers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer or its affiliates consistent with their customary risk management policies. Typically, such Joint Lead Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus shall be read and construed in conjunction with the following sections which are incorporated in, and shall be deemed to form part of, this Prospectus:

(a) the sections referred to in the table below included in the 2014 registration document of the Issuer in the French-language (*document de référence 2014*) which was filed with the AMF on 1 April 2015 under the registration no. D.15-0276 (the "**2014 Registration Document**");

(b) the sections referred to in the table below included in the 2015 registration document of the Issuer in the French-language (*document de référence 2015*) which was filed with the AMF on 6 April 2016 under the registration no. D.16-0291 (the "**2015 Registration Document**"); and

(c) the sections referred to in the table below included in the interim financial report of the Issuer (condensed information) for the six-months ended 30 June 2016 in the French language (*Rapport financier semestriel au 30 juin 2016)* (the "**2016 Interim Financial Report**").

The 2014 Registration Document, the 2015 Registration Document and the 2016 Interim Financial Report may be obtained, without charge and upon request at the principal office of the Issuer or of the Fiscal Agent during normal business hours so long as any of the Notes is outstanding, as described in "General Information". Such documents are available on the websites of (a) the AMF (www.amf-france.org) (save for the 2016 Interim Financial Report) and (b) the Issuer (www.capgemini.com).

Free English translations of the 2014 Registration Document, the 2015 Registration Document and the 2016 Interim Financial Report are available on the website of the Issuer (www.capgemini.com). These documents are available for information purposes only and are not incorporated by reference in this Prospectus. The only binding versions are the French language versions.

The information incorporated by reference in this Prospectus shall be read in connection with the cross-reference list below, as supplemented by the information provided in this Prospectus.

The cross-reference table below sets out the items required pursuant to Annex IX of the European Regulation (EC) 809/2004. The items which are not applicable to the Issuer have been marked as "Not applicable" in the table below.

Rule	Prospectus Regulation – Annex IX	2014 Registration Document (page number and section)	2015 Registration Document (page number and section)	2016 Interim Financial Report (page number and section)
3.	**RISK FACTORS**			
3.1.	Prominent disclosure of risk factors that may affect the issuer's ability to fulfil its obligations under the securities to investors in a section headed "Risk Factors"	Not applicable	26-31 (Section 1.7)	9
4.	**INFORMATION ABOUT THE ISSUER**			
4.1.	History and development of the issuer	Not applicable	6-7 (Section 1.1)	Not applicable
4.1.1.	the legal and commercial name of the issuer	Not applicable	290 (Section 7.1.1)	Not applicable
4.1.2.	the place of registration of the issuer and its registration	Not applicable	291 (Section 7.1.5)	Not applicable

Rule	Prospectus Regulation – Annex IX	2014 Registration Document (page number and section)	2015 Registration Document (page number and section)	2016 Interim Financial Report (page number and section)
	number			
4.1.3.	the date of incorporation and the length of life of the issuer, except where indefinite	Not applicable	290 (Section 7.1.3)	Not applicable
4.1.4.	the domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office	Not applicable	290 (Section 7.1.1, 7.1.2) 295 (Section 7.3.1)	Not applicable
4.1.5.	any recent events particular to the issuer and which are to a material extent relevant to the evaluation of the issuer's solvency	Not applicable	Not applicable	Not applicable
5.	**BUSINESS OVERVIEW**			
5.1.	Principal activities			
5.1.1.	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed	Not applicable	8-12 (Section 1.2)	Not applicable
5.1.2.	The basis for any statements in the registration document made by the issuer regarding its competitive position.	Not applicable	15-16 (Section 1.4)	Not applicable
6.	**ORGANISATIONAL STRUCTURE**			
6.1.	If the issuer is part of a group, a brief description of the group and of the issuer's position within it	Not applicable	13-14 (Section 1.3)	Not applicable
6.2	If the issuer is dependant upon other entities within the group, this must be clearly stated together with an explanation of this dependence.	Not applicable	Not applicable	Not applicable
8.	**PROFIT FORECASTS OR ESTIMATES**			
	If an issuer chooses to include a profit forecast or a profit estimate, the registration document must contain the information items 8.1 and 8.2 the following	Not applicable	Not applicable	9
8.1	A statement setting out the principal assumptions upon which the issuer has based its forecast, or estimate. There must be a clear distinction between assumptions about factors which the members of the administrative, management or supervisory bodies can influence and assumptions about	Not applicable	Not applicable	Not applicable

Rule	Prospectus Regulation – Annex IX	2014 Registration Document (page number and section)	2015 Registration Document (page number and section)	2016 Interim Financial Report (page number and section)
	factors which are exclusively outside the influence of the members of the administrative, management or supervisory bodies; be readily understandable by investors; be specific and precise; and not relate to the general accuracy of the estimates underlying the forecast.			
8.2	Any profit forecast set out in the registration document must be accompanied by a statement confirming that the said forecast has been properly prepared on the basis stated and that the basis of accounting is consistent with the accounting policies of the issuer.	Not applicable	Not applicable	Not applicable
8.3	The profit forecast or estimate must be prepared on a basis comparable with the historical financial information.	Not applicable	Not applicable	Not applicable
9.	**ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES**			
9.1.	Names, business addresses and functions in the issuer of the following persons, and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer: (a) members of the administrative, management or supervisory bodies; (b) partners with unlimited liability, in the case of a limited partnership with a share capital.	Not applicable	2, 34-58 (Sections 2.1, 2.2) 294 (Section 7.2)	Not applicable
9.2.	<u>Administrative, Management, and Supervisory bodies conflicts of interests</u> Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 9.1 and their private interests and or other duties must be clearly stated In the event that there are no such conflicts, a statement to that effect	Not applicable	54-55 (Section 2.1.6)	Not applicable
10.	**MAJOR SHAREHOLDERS**			
10.1.	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom, and describe the nature of such	Not applicable	231 (Section 5.2) 235-236 (Section 5.3)	Not applicable

Rule	Prospectus Regulation – Annex IX	2014 Registration Document (page number and section)	2015 Registration Document (page number and section)	2016 Interim Financial Report (page number and section)
	control, and describe the measures in place to ensure that such control is not abused			
10.2.	A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer	Not applicable	Not applicable	Not applicable
11.	**FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES**			
11.1.	Historical Financial Information Audited historical financial information covering the latest 2 financial years (or such shorter period that the issuer has been in operation), and the audit report in respect of each year If the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least the following: (a) the balance sheet (b) the income statement (c) the accounting policies and explanatory notes *Unaudited interim financial report* (a) the balance sheet (b) the income statement (c) the accounting policies and explanatory notes (d) Auditors' review report	194 (Section 4.2.7) 138 (Section 4.2.3) 136 (Section 4.2.1) 141-193 (Section 4.2.6) Not applicable	195 (Section 4.2.7) 138 (Section 4.2.3) 136 (Section 4.2.1) 141-194 (Section 4.2.6) Not applicable	Not applicable 12 10 15-24 4
11.2	Financial statements If the issuer prepares both own and consolidated financial statements, include at least the consolidated financial statements in the registration document.	136-193 (Section 4.2)	136-194 (Section 4.2)	Not applicable
11.3.	<u>Auditing of historical annual financial information</u>			

Rule	Prospectus Regulation – Annex IX	2014 Registration Document (page number and section)	2015 Registration Document (page number and section)	2016 Interim Financial Report (page number and section)
11.3.1.	A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers, must be reproduced in full and the reasons given.	194 (Section 4.2.7)	195 (Section 4.2.7)	Not applicable
11.3.2	An indication of other information in the registration document which has been audited by the auditors.	Not applicable	Not applicable	Not applicable
11.3.3	Where financial data in the registration document is not extracted from the issuer's audited financial statements, state the source of the data and state that the data is unaudited.	Not applicable	Not applicable	Not applicable
11.4	Age of latest financial information			
11.4.1	The last year of audited financial information may not be older than 18 months from the date of the registration document.	Not applicable	Not applicable	Not applicable
11.5.	Legal and arbitration proceedings Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement	Not applicable	29	Not applicable
12.	**MATERIAL CONTRACTS**			
12.	A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligation to security holders in respect of the securities being issued	Not Applicable	Not Applicable	Not applicable
13.	**THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS**			

Rule	Prospectus Regulation – Annex IX	2014 Registration Document (page number and section)	2015 Registration Document (page number and section)	2016 Interim Financial Report (page number and section)
	AND DECLARATIONS OF ANY INTEREST			
13.1	Statement by experts	Not applicable	Not applicable	Not applicable
13.2	Statements by third parties	Not applicable	Not applicable	Not applicable

FORWARD LOOKING STATEMENTS

This Prospectus includes forward-looking statements. All statements other than statements of historical facts included in this Prospectus, including, without limitation, those regarding the Issuer's financial position, business strategy, plans and objectives of management for future operations, are forward-looking statements. Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Issuer, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the Issuer's present and future business strategies and the environment in which the Issuer will operate in the future. The Issuer expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Issuer's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

STABILISATION

In connection with the issue of the Notes HSBC Bank plc (the "**Stabilising Manager**") (or any person acting on behalf of the Stabilising Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher from that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or any person acting on behalf of the Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date of which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of thirty (30) calendar days after the Issue Date of the Notes and sixty (60) calendar days after the date of the allotment of the Notes. Such stabilisation will be carried out in accordance with all applicable rules and regulations.

TERMS AND CONDITIONS OF THE NOTES

*The terms and conditions of the Notes (the "**Conditions**"), subject to completion and amendment, will be as follows:*

The issue outside France of the € 500,000,000 0.5 per cent. notes due 9 November 2021 (the "**Notes**") by CAP GEMINI S.A. (the "**Issuer**") was decided by Paul Hermelin, Chairman of the Board and Chief Executive Officer (*Président Directeur Général)* of the Issuer on 3 November 2016, acting pursuant to a resolution of the Board of Directors (*Conseil d'administration*) of the Issuer dated 3 October 2016. The Notes are issued subject to, and with the benefit of, an agency agreement to be dated 7 November 2016 (the "**Agency Agreement**") between the Issuer and BNP Paribas Securities Services as fiscal agent, paying agent, calculation agent and put agent (the "**Fiscal Agent**", the "**Paying Agent**", the "**Calculation Agent**" and the "**Put Agent**" which expressions shall, where the context so admits, include any successor for the time being as fiscal agent, paying agent, put agent or calculation agent). Copies of the Agency Agreement are available, without charge, for inspection, during normal business hours at the specified offices of the Fiscal Agent. References below to "**Conditions**" are, unless the context otherwise requires, to the numbered paragraphs below. In these Conditions, "**holder of Notes**", "**holder of any Note**" or "**Noteholder**" means the person whose name appears in the account of the relevant Account Holder (as defined below) as being entitled to such Notes.

1. Form, Denomination and Title

The Notes are issued in dematerialised bearer form (*au porteur*) in the denomination of €100,000 each. Title to the Notes will be evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier* by book entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes.

The Notes will, upon issue, be inscribed in book entry form in the books of Euroclear France ("**Euroclear France**"), which shall credit the accounts of the Account Holders. For the purpose of these Conditions, "**Account Holders**" shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**").

Title to the Notes shall be evidenced by entries in the books of Account Holders and will pass upon, and transfer of Notes may only be effected through, registration of the transfer in such books, and only in the denomination of €100,000.

2. Status

The principal and interest in respect of the Notes constitute direct, unconditional, unsubordinated and (subject to Condition 3 "Negative Pledge" below) unsecured obligations of the Issuer and rank and will at all times rank *pari passu* and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer.

3. Negative Pledge

So long as any of the Notes remains outstanding (as defined below), the Issuer will not create or permit to subsist any mortgage, lien, charge, pledge or other form of security interest (*sûreté réelle*) upon any of its assets, revenues or rights, present or future, to secure (i) any Relevant Debt (as defined below) incurred by it, or (ii) any guarantee or indemnity in respect of any Relevant Debt (whether before or after the issue of the Notes) unless, at the same time or prior thereto, the Issuer's obligations under the Notes are equally and rateably secured therewith.

For the purposes of these Conditions:

"**outstanding**" means in relation to the Notes, all the Notes issued other than (i) those which have been redeemed in accordance with the Conditions, (ii) those in respect of which claims have been prescribed under Condition 9 and (iii) those which have been purchased in accordance with Conditions 5(e) and (g) and cancelled in accordance with Condition 5(h).

"**Relevant Debt**" means any present or future indebtedness for borrowed money in the form of, or represented by, bonds (*obligations*), notes or other securities which are for the time being, are to be, or are capable of being, quoted, admitted to trading, listed or ordinarily dealt in on any stock exchange, multilateral trading facility, over-the-counter market or other securities market.

4. Rate of interest

(a) Interest Payment Dates

The Notes bear interest from, and including, 9 November 2016 (the "**Issue Date**") to, but excluding, 9 November 2021 (the "**Maturity Date**") payable annually in arrear on 9 November in each year commencing on 9 November 2017 (each an "**Interest Payment Date**") at the rate of 0.5 per cent. per annum (the "**Rate of Interest**").

The amount of interest payable on each Note on any Interest Payment Date in respect of any Interest Period then ending will be Euro 500.

For the purpose of this Condition 4 "**Interest Period**" means the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

(b) Interest Payments

Each Note will cease to bear interest from the due date for redemption, unless payment of principal is improperly withheld or refused on such date. In such event, interest on such Note shall continue to accrue at the Rate of Interest (both before and after judgement) until the calendar day (included) on which all sums due in respect of such Note up to that calendar day are received by or on behalf of the relevant holder.

If interest is required to be calculated for a period of less than one year, it will be calculated on an Actual/Actual (ICMA) basis for each period, that is to say the actual number of calendar days elapsed during the relevant period divided by 365 (or by 366 if a February 29 is included in such period), the result in euro being rounded to the nearest cent (*i.e.* half a cent being rounded upwards to the nearest cent).

5. Redemption and Purchase

The Notes may not be redeemed otherwise than in accordance with this Condition 5 or Condition 8.

(a) Final Redemption

Unless previously redeemed or purchased and cancelled, the Notes will be redeemed by the Issuer in full at their principal amount on the Maturity Date.

(b) Pre-Maturity Call Option

The Issuer may, at its option, from and including 9 August 2021 to but excluding the Maturity Date, having given not less than 30 nor more than 60 calendar days' notice to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable), redeem the outstanding Notes, in whole, but not in part, at their principal amount together with any accrued interest to but excluding the date of redemption.

(c) Clean-up Call option

The Issuer may, at its option, subject to having given not more than thirty (30) nor less than fifteen (15) calendar days' notice to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable), redeem the outstanding Notes, in whole, but not in part, at any time prior to their Maturity Date, at their principal amount plus interest accrued to, but excluding, the date of redemption, in the event that at least eighty per cent. (80%) of the initial aggregate nominal amount of the Notes (including any further notes to be assimilated (*assimilables*) with the Notes pursuant to Condition 12) have been redeemed or purchased and cancelled.

(d) Redemption for Taxation Reasons

(i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would, on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts (whether in respect of some of, or all, the Notes) as specified in Condition 7, the Issuer may at its sole discretion, on any Interest Payment Date, subject to having given not more than 45 nor less than 30 calendar days' prior notice to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable), redeem all, but not some only, of the Notes outstanding at their principal amount, together with all interest accrued to the date fixed for redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal or interest without withholding for French taxes or, if such date has passed, as soon as practicable thereafter.

(ii) If the Issuer would on the occasion of the next payment of principal or interest in respect of the Notes be prevented by French law from making payment to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts (whether in respect of some of, or all, the Notes) contained in Condition 7, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall, subject to having given not less than seven calendar days' prior notice to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable), redeem all, but not some only, of the Notes at their principal amount, together with all interest accrued to the date fixed for redemption of which notice hereunder may be given, provided that the due date for redemption shall be no earlier than the latest practicable date on which the Issuer could make payment of the full amount of principal or interest payable in respect of the Notes or, if such date has passed, as soon as practicable thereafter.

(e) Redemption at the option of Noteholders following a Change of Control

If at any time while any Note remains outstanding, there occurs (i) a Change of Control and (ii) within the Change of Control Period, a Rating Downgrade occurs or has occurred as a result of a Change of Control or a Potential Change of Control (a "**Put Event**"), the holder of such Note will have the option (the "**Put Option**") (unless, prior to the giving of the Put Event Notice, the Issuer gives notice of its intention to redeem the Notes pursuant to Condition 5(b), Condition 5(c), Condition 5(d) or Condition 5(f)) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of that Note, on the Put Redemption Date at its principal amount together with (or, where purchased, together with an amount equal to) interest accrued to, but excluding, the Put Redemption Date (as defined below).

For the purpose of this Condition 5(e):

A "**Change of Control**" shall be deemed to have occurred each time that any person or persons acting in concert (as defined below) come(s) to own or acquire(s) directly or indirectly (i) more than 50 per cent. of the issued share capital of the Issuer or (ii) such number of shares in the capital of the Issuer carrying more than 40 per cent. of the voting rights exercisable at a general meeting of the Issuer.

"**acting in concert"** has the meaning given in Article L.233-10 of the French *Code de commerce*.

"**Change of Control Period**" means:

- pursuant to a Change of Control, the period commencing on the date of the first public announcement of the result (*avis de résultat*) by the *Autorité des marchés financiers* ("**AMF**") of the relevant Change of Control (the "**Relevant Announcement Date**") and ending on (i) the date which is 120 calendar days (inclusive) after the Relevant Announcement Date, or (ii) such longer period for which the Notes or the senior unsecured long-term debt of the Issuer are under consideration (such consideration having been announced publicly within the period ending 90 calendar days after the occurrence of the relevant Change of Control) for rating review or, as the case may be, rating by, a Rating Agency, such period not to exceed 60 calendar days after the public announcement of such consideration;

- pursuant to a Potential Change of Control, the period commencing on the date of such relevant Potential Change of Control and ending on the Relevant Announcement Date (provided that such period will not exceed 180 calendar days).

"**Rating Downgrade**" shall be deemed to have occurred in respect of a Change of Control or in respect of a Potential Change of Control (a) if within the Change of Control Period, the credit rating previously assigned to the Issuer by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (BBB-, or its equivalent for the time being, or better) to a non-investment grade rating (BB+, or its equivalent for the time being, or worse) or (iii) if the credit rating previously assigned to the Issuer by any Rating Agency was below an investment grade rating (as described above), lowered by at least one full rating notch (for example, from BB+ to BB; or their respective equivalents) or (b) if, on the Relevant Announcement Date, no credit rating is assigned to the Issuer and, within the Change of Control Period, no Rating Agency assigns an investment grade rating to the Issuer (the "**Non-Investment Grade Rating**") or (c) if, on the Relevant Announcement Date, no credit rating is assigned to the Issuer and, within the Change of Control Period, no Rating Agency assigns a rating to the Issuer, provided that, with respect to (a) and (b) above, (i) a Rating Downgrade otherwise arising by virtue of a particular change in rating shall be deemed not to have occurred in respect of a particular Change of Control or Potential Change of Control, as the case may be, if the Rating Agency making the change in rating or assigning the Non-Investment Grade Rating does not publicly announce or publicly confirm that the Non-Investment Grade Rating or the reduction or withdrawal was the result, in whole or in part, of the Change of Control or the Potential Change of Control, as the case may be, and (ii) any Rating Downgrade must have been confirmed in a letter or other form of written communication, sent to the Issuer and publicly disclosed.

"**Potential Change of Control**" means any public announcement or statement by the Issuer, any actual or potential bidder relating to any potential Change of Control of the Issuer.

Promptly upon becoming aware that a Put Event has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Noteholders in accordance with Condition 11 specifying the nature of the Put Event, the circumstances giving rise to it and the procedure for exercising the Put Option contained in this Condition 5(e).

To exercise the Put Option a Noteholder must transfer (or cause to be transferred by its Account Holder) its Notes to be so redeemed or purchased to the account of the Put Agent (details of which are specified in the Put Event Notice) for the account of the Issuer within the period of 45 calendar days after the Put Event Notice is given (the "**Put Period**"), together with a duly signed and completed notice of exercise in the then current form obtainable from the specified office of any Paying Agent (a "**Put Option Notice**") and in which the holder may specify an account denominated in euro to which payment is to be made under this Condition 5(e).

A Put Option Notice once given shall be irrevocable.

The Issuer shall redeem or, at its option, procure the purchase of the Notes in respect of which the Put Option has been validly exercised as provided above, and subject to the transfer of such Notes to the account of the Put Agent for the account of the Issuer as described above, on the date which is the fifth Business Day following the end of the Put Period (the "**Put Redemption Date**"). Payment in respect of such Notes will be made on the Put Redemption Date by transfer to the account specified in the relevant Put Option Notice and otherwise subject to the provisions of Condition 6.

For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind (including breakage costs) which the Noteholder may incur as a result of or in connection with such Noteholder's exercise or purported exercise of, or otherwise in connection with, any Put Option (whether as a result of any purchase or redemption arising therefrom or otherwise).

(f) Make-Whole Redemption by the Issuer

The Issuer will, subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than 15 nor more than 30 calendar days' notice in accordance with Condition 11 to the Noteholders (which notice shall be irrevocable), have the option at its sole discretion to redeem the Notes, in whole but not in part, at any time or from time to time, prior to the Maturity Date (the "**Optional Redemption Date**") at their Optional Redemption Amount. The "**Optional Redemption Amount**" will be calculated by the Calculation Agent and will be the greater of (x) 100 per cent. of the nominal amount of the Notes so redeemed and, (y) the sum in euro, calculated by the Calculation Agent rounded to the nearest hundredth cent (with 0.005 cent being rounded upwards to 0.01 cent) of the then present values of the remaining scheduled payments of principal and interest on such Notes (not including any interest accrued on the Notes to, but excluding, the relevant Optional Redemption Date) discounted to the relevant Optional Redemption Date on an annual basis (Actual/Actual ICMA) at the Redemption Rate plus the Redemption Margin, plus in each case (x) or (y) above, any interest accrued on the Notes to, but excluding, the Optional Redemption Date.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon the Issuer, the Noteholder and any other person.

"**Redemption Margin**" means 0.15 per cent. per annum.

"**Redemption Rate**" means the average of the five quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Bund on the fourth business day in Paris preceding the Optional Redemption Date at 11.00 a.m. (Central European time (CET)).

If the Reference Bund is no longer outstanding, a Similar Security will be chosen by the Calculation Agent after prior consultation with the Issuer if practicable under the circumstances, at 11.00 a.m. (Central European time (CET)) on the fourth business day in Paris preceding the Optional Redemption Date, quoted in writing by the Calculation Agent to the Issuer and published in accordance with Condition 11.

The Redemption Rate will be published by the Issuer in accordance with Condition 11.

"**Reference Bund**" means the Euro 0.00 per cent. German Federal Government Bond of Bundesrepublik Deutschland due 8 October 2021 with ISIN DE0001141745.

"**Reference Dealers**" means Barclays Bank PLC, BNP Paribas, Crédit Agricole Corporate and Investment Bank, HSBC Bank plc and Morgan Stanley & Co. International plc or each of the five banks (that may include Barclays Bank PLC, BNP Paribas, Crédit Agricole Corporate and Investment Bank, HSBC Bank plc or Morgan Stanley & Co. International plc) selected by the Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

"**Similar Security**" means a reference bond or reference bonds issued by the German Federal Government having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

(g) Purchases

The Issuer may at any time purchase Notes (together with rights to interest relating thereto) in the open market or otherwise (including by way of tender or exchange offer) at any price. Notes so purchased by the Issuer may be either cancelled or held and resold in accordance with Articles L.213-1-A of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the Notes.

(h) Cancellation

All Notes which are redeemed or purchased for cancellation by the Issuer pursuant to this Condition 5 will forthwith be cancelled (together with rights to interest relating thereto) by transfer to an account in accordance with the rules and procedures of Euroclear France. The obligations of the Issuer in respect of any such Notes shall be discharged.

6. Payments

(a) Method of Payment

Payments of principal, interest and other amounts in respect of the Notes will be made in euro, by credit or transfer to an account denominated in euro (or any other account to which euro may be credited or transferred) specified by the payee with a bank in a city in which banks use the TARGET System (as defined in Condition 6(b) below). Such payments shall be made for the benefit of the Noteholders to the Account Holders and all payments made to such Account Holders in favour of Noteholders will be an effective discharge of the Issuer and the Fiscal Agent, as the case may be, in respect of such payment.

Payments of principal, interest and other amounts in respect of the Notes will be made subject to any fiscal or other laws and regulations applicable thereto, but without prejudice to the provisions described in Condition 7. No commission or expenses shall be charged by the Issuer to the Noteholders in respect of such payments.

(b) Payments on Business Days

If any due date for payment of principal, interest or any other amount in respect of any Note is not a Business Day (as defined below), then the Noteholder shall not be entitled to payment of the amount due until the next following day which is a Business Day and the Noteholder shall not be entitled to any interest or other additional sums in respect of such postponed payment.

For the purposes of these Conditions, "**Business Day**" means any day, not being a Saturday or a Sunday, (i) on which foreign exchange markets and commercial banks are open for business in Paris

(ii) on which Euroclear France is operating and (iii) on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) system (the "**TARGET System**") or any successor thereto is operating.

(c) ***Fiscal Agent, Paying Agent, Put Agent and Calculation Agent***

The name and specified office of the initial Fiscal Agent, initial Paying Agent, initial Put Agent and initial Calculation Agent are as follows:

Fiscal Agent, Put Agent, Calculation Agent and Paying Agent

BNP Paribas Securities Services
Les Grands Moulins de Pantin
9, rue du Débarcadère
93500 Pantin
France

For any operational notifications (Payment of principal, interest, redemption…):

BNP Paribas Securities Services, Luxembourg Branch
Corporate Trust Services
Postal address : 60, avenue J.F. Kennedy
L – 2085 Luxembourg
Telephone: +352 26 96 20 00
Telecopy: +352 26 96 97 57
Attention: Lux Emetteurs / Lux GCT
Email : lux.emetteurs@bnpparibas.com
Lux.GCT@bnpparibas.com

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, the Paying Agent, the Calculation Agent or Put Agent and/or appoint a substitute Fiscal Agent or Put Agent or Calculation Agent and additional or other Paying Agents or approve any change in the office through which the Fiscal Agent, Put Agent, Calculation Agent or Paying Agent acts, provided that, so long as any Note is outstanding, there will at all times be (i) a Fiscal Agent having a specified office in a major European city and (ii) so long as the Notes are admitted to trading on Euronext Paris and the rules of that exchange so require, a Paying Agent ensuring financial services in France (which may be the Fiscal Agent). Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than 45 nor less than 30 calendar days' notice thereof shall have been given to the Noteholders by the Issuer in accordance with Condition 11.

7. **Taxation**

(a) ***Withholding Tax***

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature, unless such withholding or deduction is required by law.

(b) ***Additional Amounts***

If, pursuant to French laws or regulations, payments of principal or interest in respect of any Note become subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed by or on behalf of France or any authority therein or thereof having power to tax, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the holder of each Note, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such deduction or withholding; provided, however, that the Issuer shall not be liable to pay any such additional amounts in respect of any Note to a Noteholder, or to a third party on behalf of a Noteholder, who is liable to such taxes, duties, assessments or other governmental charges, in respect of such Note by reason of his having some connection with France other than the mere holding of such Note.

Any reference in these Conditions to principal and/or interest shall be deemed to include any additional amounts which may be payable under this Condition 7.

8. Events of Default

Any Noteholder may, upon written notice to the Fiscal Agent (which shall promptly transfer such notice to the Issuer), given before all continuing Events of Default (as defined below) shall have been cured, cause all, but not some only, of the Notes held by such Noteholder to become immediately due and payable, at their principal amount together with any accrued interest thereon until their actual redemption date if any of the following events (each an "**Event of Default**") shall have occurred and be continuing:

(i) default by the Issuer in the payment of principal and interest on any of the Notes, if such default shall not have been cured within 5 business days in Paris thereafter; or

(ii) default by the Issuer in the due performance of any provision of the Notes other than as referred in (i) above, if such default shall not have been cured within 15 business days in Paris after receipt by the Issuer of written notice of such default; or

(iii) (a) any other present or future Indebtedness of the Issuer or any of its Principal Subsidiaries for borrowed monies in excess of Euro 45,000,000 (or its equivalent in any other currency), whether individually or in the aggregate, becomes, following, where applicable, the expiry of any originally applicable grace period, due and payable prior to its stated maturity as a result of a default thereunder, or (b) any such Indebtedness shall not be paid when due or, as the case may be, within any originally applicable grace period therefor; or

(iv) the Issuer (a) makes any proposal for a general moratorium in relation to its debt or (b) a resolution is passed or a judgement is issued for the voluntary liquidation (*liquidation amiable*), dissolution (*dissolution*), the judicial liquidation (*liquidation judiciaire*) of the Issuer, or (c) to the extent permitted by law, the Issuer is subject to any other insolvency or bankruptcy proceedings under any applicable laws, or (d) the Issuer makes any conveyance, assignment or other general arrangement for the benefit of its creditors or enters into a general composition with its creditors.

For the purpose of this Condition 8:

"**Group**" means the Issuer and its Subsidiaries taken as a whole.

"**Indebtedness**" means (i) any Relevant Debt (as defined in Condition 3) or (ii) any commercial paper (including any French *Titre de Créance Négociable*) issued by the Issuer or (iii) any indebtedness for borrowed money having a minimum maturity of one year created under an agreement or any other instrument, except the suppliers financings (*crédits-fournisseurs*) and the intra-group loans granted by the Issuer to its Subsidiaries.

"**Principal Subsidiary**" means at any relevant time any Subsidiary consolidated on a full integration basis *(consolidée par intégration globale)* of the Issuer representing at least 5% (five per cent.) of the consolidated revenues of the Group, as shown in the Issuer's most recent financial statements for the last financial year.

"**Subsidiary**" means, in relation to any person or entity at any time, any other person or entity controlled directly or indirectly by such person or entity within the meaning of Article L.233-3 of the French *Code de commerce*.

9. Prescription

Claims against the Issuer for the payment of principal and interest in respect of the Notes shall become prescribed 10 years (in the case of principal) and 5 years (in the case of interest) from the due date for payment thereof.

10. Representation of the Noteholders

The Noteholders will be grouped automatically for the defence of their common interests in a *masse* (hereinafter referred to as the "***Masse***").

The *Masse* will be governed in accordance with Article L.228-90 of the French *Code de commerce* by the provisions of the French *Code de commerce* applicable to the *Masse* (with the exception of the provisions of Articles L.228-48, L.228-59, L.228-71, R.228-63, R.228-67, R.228-69 and R.228-72 thereof) subject to the provisions set out below:

(a) Legal Personality

The *Masse* will be a separate legal entity, by virtue of Article L.228-46 of the French *Code de commerce*, acting in part through a representative (the "**Representative**") and in part through a general meeting of the Noteholders (the "**General Meeting**").

The *Masse* alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue with respect to the Notes.

(b) Representative

The office of Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as Representative:

(i) the Issuer, the members of its Board of Directors (*Conseil d'administration*), its general managers (*directeurs généraux*), its statutory auditors, its employees and their ascendants, descendants and spouses;

(ii) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their board of directors,

(iii) executive board or supervisory board, their statutory auditors, employees and their ascendants, descendants and spouses;

(iv) companies of which the Issuer possesses at least 10 per cent. of the share capital or companies possessing at least 10 per cent. of the share capital of the Issuer; or

(v) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing a business in whatever capacity.

The Representative shall be:

MASSQUOTE S.A.S.U.
RCS 529 065 880 Nanterre
7bis, rue de Neuilly
F-92110 Clichy
France
represented by its chairman

Mailing address:
33, rue Anna Jacquin
92100 Boulogne Billancourt
France

The alternative representative (the "**Alternative Representative**") shall be:

Gilbert Labachotte
8, Boulevard Jourdan
75014 Paris
France

In the event of death, incompatibility, resignation or revocation of the Representative, such Representative will be replaced by the Alternative Representative. The Alternative Representative shall have the same powers as the Representative.

In the event of death, incompatibility, resignation or revocation of the Alternative Representative, a replacement will be elected by a meeting of the general assembly of the Noteholders.

The Issuer shall pay to the appointed Representative an amount of € 400 per annum (excluding VAT), payable for the first time on the Issue Date and then on each Interest Payment Date provided that the Notes remains outstanding at each such dates.

The appointment of the Representative shall terminate automatically on the date of final redemption in full of the Notes. Such appointment shall, if applicable, be automatically extended until the final resolution of any proceedings in which the Representative may be involved and the enforcement of any judgements or settlements relating thereto.

All interested parties will have the right to obtain the names and addresses of the Representative and Alternative Representative at the head office of the Issuer and at the offices of any of the Paying Agents.

(c) Powers of the Representative

The Representative shall, in the absence of any decision to the contrary of the general assembly of the Noteholders, have the power to take all acts of management to defend the common interests of the Noteholders.

All legal proceedings against the Noteholders or initiated by them, in order to be valid, must be brought against the Representative or by it.

The Representative may not interfere in the management of the affairs of the Issuer.

(d) General Meetings

General Meetings may be held at any time, on convocation either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth of the outstanding principal amount of the Notes may address to the Issuer and the Representative a request for convocation of the General Meeting; if such General Meeting has not been convened within two months from such demand, such Noteholders may commission one of themselves to petition the competent court in Paris to appoint an agent (*mandataire*) who will call the meeting.

Notice of the date, hour, place, agenda and quorum requirements of any General Meeting will be published as provided under Condition 11 not less than fifteen calendar days prior to the date of the General Meeting.

Each Noteholder has the right to participate in General Meetings in person or by proxy. Each Note carries the right to one vote.

(e) Powers of General Meetings

The General Meeting is empowered to deliberate on the dismissal or replacement of the Representative and the Alternative Representative and may also act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Notes, including authorising the Representative to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions of the Notes including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that a general assembly may not increase amounts payable by Noteholders, nor establish any unequal treatment between the Noteholders, nor decide to convert the Notes into shares.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least one fifth of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-thirds majority of votes cast by the Noteholders attending such meeting or represented thereat.

In accordance with Article R.228-71 of the French *Code de commerce*, the right of each Noteholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder as of 0:00, Paris time, on the second business day in Paris preceding the date set for the meeting of the relevant General Meeting.

(f) Notice of decisions to the Noteholders

Decisions of the General Meeting must be published in accordance with the provisions set out in Condition 11 not more than 90 calendar days from the date thereof.

(g) Information to the Noteholders

Each Noteholder or representative thereof will have the right, during the fifteen calendar day period preceding the holding of each meeting of a general assembly, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the meeting, which will be available for inspection at the principal office of the Issuer, at the offices of the Paying Agents and at any other place specified in the notice of the General Meeting.

(h) Expenses

The Issuer will pay all reasonable expenses incurred in the operation of the *Masse*, including expenses relating to the calling and holding of General Meetings, and more generally all administrative expenses resolved upon by the General Meetings, it being expressly stipulated that no expenses may be imputed against interest payable on the Notes.

11. Notices

Any notice to the Noteholders will be duly given if delivered to Euroclear France, Euroclear or Clearstream, Luxembourg for so long as the Notes are cleared through such clearing systems and published on the website of the Issuer (www.capgemini.com).

Any notice to the Noteholders shall be deemed to have been given on the date of such delivery or if delivered on different dates, on the date of the first delivery.

12. Further Issues and Assimilation

The Issuer may from time to time without the consent of the Noteholders issue further notes to be assimilated (*assimilables*) with the Notes as regards their financial service, provided that such further notes and the Notes shall carry rights identical in all respects (or in all respects save for the issue price and the first payment of interest thereon) and that the terms of such further notes shall provide for such assimilation.

In the event of such an assimilation, the Noteholders and the holders of such further notes will be grouped together in a single *masse* for the defence of their common interests. References in these Conditions to the Notes include any other notes issued pursuant to this Condition and assimilated with the Notes.

13. No hardship

The provisions of Article 1195 of the French *Code civil* shall not apply with respect to any obligation under the Notes and no claim may be brought by either the Issuer or any Noteholder under Article 1195 of the French *Code civil*.

14. Governing Law and Jurisdiction

The Notes are governed by, and shall be construed in accordance with, the laws of France.

Any action against the Issuer in connection with the Notes may be brought before any competent court in Paris.

USE OF PROCEEDS

The net proceeds of the issue of the Notes will be used by the Issuer for general corporate purposes, including the refinancing of the €500,000,000 5.25 per cent. notes issued by the Issuer on 29 November 2011 and maturing on 29 November 2016.

RECENT DEVELOPMENTS

The following press releases have been published by the Issuer:

1. ***Capgemini report for Q1 2016- 27 April 2016***

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Tel: +33 1 47 54 50 87
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Capgemini starts 2016 with good momentum

Paris, April 27, 2016 – Capgemini Group achieved consolidated revenues of €3,092 million in the first quarter of 2016, up 11.8% year-on-year and 13.9% at constant exchange rates. At constant Group structure (primarily the integration of IGATE acquired on July 1st, 2015) and exchange rates organic revenue growth is 2.9%.

For Paul Hermelin, Chairman and Chief Executive Officer of Capgemini Group: "*Capgemini's growth rate is accelerating this year. We have diversified our sources of growth by strengthening our global presence and our sectorial capabilities.*

Client demand continues to be driven by innovation and digital transformation, boosting the growth of our consulting and application services activities. Our Digital and Cloud offerings grew 28% in the first quarter.

Furthermore, the integration of IGATE, acquired in 2015 and which now operates under the Capgemini brand since January 2016, is progressing well, enabling us to achieve synergies faster than scheduled. IGATE's innovative integrated platform offerings (known as ITOPS) recorded strong growth in Q1. Also the financial services sector, strengthened by this acquisition, was a major driver of Group growth in the first quarter of 2016, increasing 29.7% at constant exchange rates and 7.8% organically confirming the positive trend in this sector.

This strong momentum leads us to confirm our 2016 outlook for growth, operating margin and free cash-flow."

	(In millions of euros)		Change		
	Q1 2015	Q1 2016	Published	At constant exchange rates	At constant exchange rates and perimeter
Revenues	2,764	3,092	+11.8%	+13.9%	+2.9%

TRENDS BY BUSINESS

All Group businesses reported strong growth in the first quarter supported by the consolidation of IGATE. **Consulting Services** (4% of Group revenues), boosted by demand in digital transformation, sustains its growth momentum at 7.4% year-on-year at constant exchange rates. **Local Professional Services** (15% of Group revenues) reported growth of 11.2% at constant exchange rates, boosted by the addition of IGATE's engineering activities. **Application Services** (59% of Group revenues) which grew 16.2% at constant exchange rates is a major driver of Group's growth, fuelled by strong market demand for Digital and Cloud offerings. **Other Managed Services** (22% of Group revenues), after integrating IGATE's BPO (Business Process Outsourcing), ITOPS platform and infrastructure activities, reported growth of 11.2% at constant exchange rates.

TRENDS BY MAJOR REGION

North America reinforced its position as Capgemini's largest region, generating 30% of Group revenues and a growth of 40.1% year-on-year at constant exchange rates with the integration of IGATE. At constant Group structure and exchange rates, growth remained strong (+6.9% like-for-like[1]) outside the Energy & Utilities sector where we experienced a marked slowdown in the last 9 months. The **United Kingdom & Ireland** region, boosted by a buoyant private sector with double-digit organic growth[1], reported an 8.1% increase in revenues at constant exchange rates. **France** starts the year on a stronger momentum than in 2015 with revenue growth of 2.0% driven by financial services, consumer goods and retail. In the **Rest of Europe** region (which now includes Benelux), momentum is strong in all major sectors and large countries with the exception of the Benelux, leading to 6.1% growth at constant exchange rates. Finally, the **Asia-Pacific and Latin America** region grew 6.4% at constant exchange rates, with an economic environment that remains difficult in Brazil while Asia-Pacific continues to be very dynamic.

HEADCOUNT

At March 31, 2016, the total Group headcount stood at 182,908. Offshore employees totaled 99,724, representing 55% of the total workforce.

[1] Definition in Appendix

BOOKINGS

New orders recorded in Q1 2016 amounted to €3,128 million. This represents a 17.6% increase at constant exchange rates compared to Q1 2015.

OUTLOOK FOR 2016

Based on its first quarter results, the Group confirms its objectives for 2016: it forecasts revenue growth at constant exchange rates of 7.5% to 9.5%, an operating margin of 11.1% to 11.3% and organic free cash flow generation in excess of €850 million.

The Group estimates the negative impact of currency fluctuations on revenues at -2%, primarily due to the appreciation of the euro against the pound sterling and the Brazilian real.

APPENDIX

DEFINITION

Organic growth, or **like-for-like growth,** in revenues is the growth rate calculated at constant Group perimeter and exchange rates. The Group perimeter and exchange rates used are those for the published fiscal year.

REVENUE BY REGION

	Revenues		Change	
	Q1 2015 (In millions of euros)	**Q1 2016** (In millions of euros)	**At constant exchange rates**	**Published**
North America	662	938	+40.1%	+41.5%
United Kingdom and Ireland	504	525	+8.1%	+4.3%
France	620	633	+2.0%	+2.0%
Rest of Europe	738	780	+6.1%	+5.6%
Asia-Pacific and Latin America	240	216	+6.4%	-9.9%
TOTAL	**2,764**	**3,092**	**+13.9%**	**+11.8%**

REVENUE BY BUSINESS

	% Revenues		Change
	Q1 2015	**Q1 2016**	**At constant exchange rates**
Consulting Services	4%	4%	+7.4%
Local Professional Services	15%	15%	+11.2%
Application Services	57%	59%	+16.2%
Other Managed Services	24%	22%	+11.2%
TOTAL	**100%**	**100%**	**+13.9%**

UTILIZATION RATES

	Q1 2015	Q2 2015	Q3 2015	Q4 2015	Q1 2016
Consulting Services	71%	71%	68%	70%	70%
Local Professional Services	81%	82%	84%	83%	82%
Application Services	81%	81%	82%	83%	81%

Note: 2015 utilization rates have been restated to take better account of the onshore / offshore mix.

HIGHLIGHTS

- **Opening of the 9th Group innovation center in San Francisco, the nerve center of the Applied Innovation Exchange global network developed by Capgemini to help companies accelerate the integration of technological innovations.**
- **Cloud Services: expanded collaboration with Amazon Web Services.**
- **Signature of a three-year contract with HMRC in the United Kingdom.**
- **Personal data protection: dual certification by CNIL of Capgemini's Binding Corporate Rules.**
- **Acquisition of oinio, a leading Salesforce partner in Europe.**
- **Acquisition of Fahrenheit 212, a US innovation strategy consulting firm.**

DISCLAIMER

This press release may contain forward-looking statements. Such statements may include projections, estimates, assumptions, statements regarding plans, objectives, intentions and/or expectations with respect to future financial results, events, operations and services and product development, as well as statements, regarding future performance or events. Forward-looking statements are generally identified by the words "expects", "anticipates", "believes", "intends", "estimates", "plans", "projects", "may", "would" "should" or the negatives of these terms and similar expressions. Although Cap Gemini's management currently believes that the expectations reflected in such forward-looking statements are reasonable, investors are cautioned that forward-looking statements are subject to various risks and uncertainties (including without limitation risks identified in Cap Gemini's Registration Document available on Cap Gemini's website), because they relate to future events and depend on future circumstances that may or may not occur and may be different from those anticipated, many of which are difficult to predict and generally beyond the control of Cap Gemini. Actual results and developments may differ materially from those expressed in, implied by or projected by forward-looking statements. Forward-looking statements are not intended to and do not give any assurances or comfort as to future events or results. Other than as required by applicable law, Cap Gemini does not undertake any obligation to update or revise any forward-looking statement.

This press release does not contain or constitute an offer of securities for sale or an invitation or inducement to invest in securities in France, the United States or any other jurisdiction.

About Capgemini

With 180,000 people in over 40 countries, Capgemini is one of the world's foremost providers of consulting, technology and outsourcing services. The Group reported 2015 global revenues of EUR 11.9 billion. Together with its clients, Capgemini creates and delivers business, technology and digital solutions that fit their needs, enabling them to achieve innovation and competitiveness. A deeply multicultural organization, Capgemini has developed its own way of working, the Collaborative Business Experience™, and draws on Rightshore®, its worldwide delivery model.

Learn more about us at www.capgemini.com.

Rightshore® is a Capgemini trademark

2. 2016 Capital Markets Day – 2 June 2016

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2016 Capital Market Day

Paris, June 2, 2016 – Capgemini yesterday held its Capital Market Day dedicated to financial analysts and investors in its "Applied Innovation Exchange" center in Munich. The Group presented an update on its business in Digital, Cloud, Cybersecurity and on the automation of its client's project delivery.

The Group has presented its new Digital Manufacturing service line launched on May 31 dedicated to the digital transformation of the manufacturing sector and its Cloud Choice offering spanning from the development of cloud strategy to the management of hybrid cloud. The Group estimates that the share of its business from innovation, which today includes Digital, Cloud and Cybersecurity, should ultimately represent nearly 40% of its revenues versus 23% in Q1 2016.

Capgemini provided an update on the integration of the US firm IGATE acquired in 2015 which is progressing according to plan. The Group confirmed the synergies presented at the time of the acquisition. Also as announced at the end of Q1 2016, synergies implementation is ahead of plan, notably for cost reductions where the expected annual rate of $40 million has already been reached.

The Group reiterated its objectives for 2016 and confirmed its ambition to achieve a medium-term operating margin of between 12.5% and 13.0% and organic growth of between 5% and 7%.

Presentations used during the event are available on our investor website at:
https://www.capgemini.com/investor/events/capital-market-day-2016.

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3. *Share capital reduction – 26 July 2016*

Further to a €4,937,880 share capital reduction by cancellation of 617,235 shares completed on 26 July 2016, the Issuer's share capital amounts to €1,372,514,120 divided into 171,564,265 fully paid-up ordinary shares with a par value of €8 each.

4. *Capgemini reports for H1 2016 – 27 July 2016*

Capgemini
CONSULTING.TECHNOLOGY.OUTSOURCING

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Capgemini reports very good results for H1 2016 and raises its full-year margin guidance

- **Revenues of €6,257 million, up 14.4% at constant exchange rates**
- **32% revenue growth in Digital & Cloud**
- **1.5 point increase in operating margin rate to 10.2%**
- **31% growth in normalized earnings per share to €2.52**
- **Operating margin guidance raised for 2016**

Paris, July 27, 2016 – The Board of Directors of Cap Gemini S.A. chaired by Paul Hermelin, convened in Paris on July 26, 2016 to review and authorize the issue of the accounts[*] of Capgemini Group for the 1st half of 2016.

For Paul Hermelin, Chairman and Chief Executive Officer of Capgemini Group, "*Having started the year with a good momentum, the Group has delivered an excellent first-half. Our revenue is up 14.4% at constant exchange rates and our operating margin increased sharply (+1.5 points) to 10.2% of revenues with margin improvement in each of the Group's regions.*

We continue to expand in market segments driven by innovation. Demand for Digital & Cloud remains solid with a 32% revenue progression. Our Consulting business also benefits from its position on Digital Transformation with growth of 8.1%.

[*] Limited review procedures on the interim consolidated financial statements have been completed. The auditors are in the process of issuing their report.

We expanded our portfolio of innovative services with a Digital Manufacturing offering targeting industrial companies and launched the new Automation Drive service line, bringing together all the Group's automation technology and expertise.

This first-half has also seen confirmation of the successful integration of IGATE which has been operating under the Capgemini brand since January: synergies are delivered ahead of plan and sales momentum is excellent, as evidenced by sustained growth in key accounts.

Finally, our global network of delivery centers now counts over 100,000 employees and represents 55% of the total Group headcount. This is key to our competitiveness, notably with a growing demand in Europe.

Based on the first half results, we are raising our operating margin guidance for full year 2016 to between 11.3% and 11.5%."

H1 2016 KEY FIGURES

(in millions of euros)	H1 2015		H1 2016		*Change*
Revenues	**5,608**		**6,257**		**+11.6%**
Operating margin *	**486**		**638**		**+31%**
as a % of revenues		8.7%		10.2%	+150bp
Operating profit	**447**		**510**		**+14%**
as a % of revenues		8.0%		8.1%	+10bp
Net profit (Group share)	**290**		**366**		
Basic earnings per share (€)		1.76		2.15	+22%
Normalized earnings per share * (€)		1.92		2.52	+31%
Organic free cash flow *	**(86)**		**31**		**+117**
Net cash and cash equivalents / (Net debt)	1,464		(2,278)		

The Group generated **revenues** of €6,257 million in H1 2016, up 11.6% on H1 2015 reported revenues and 14.4% at constant exchange rates. Organic growth (i.e. excluding the impact of Group currencies against the euro and changes in Group scope) was 3.3% for H1 and 3.8% for Q2. Digital & Cloud revenues grew 32% at constant exchange rates and account for 28% of H1 revenues.

New orders recorded during the first six months of 2016 totaled €6,341 million, compared to €5,309 million reported for H1 2015.

Operating margin is up 31% year-on-year to €638 million, and represents 10.2% of revenues, up 150 basis points year-on-year, with an increase in all Group's regions and businesses. Beyond the positive impact of the integration of IGATE and associated synergies, this improvement in profitability demonstrates the value created by the ongoing industrialization of Group operations and the increasing contribution from high value offerings in Digital & Cloud.

Other operating income & expense totaled €128 million. The increase is primarily due to the integration costs and the amortization of intangible assets related to the acquisition of IGATE.

* The terms and non-GAAP measures marked with an (*) are defined and/or reconciled in the appendix to this press release.

H1 2016 **operating profit** increases to 8.1% of revenues or €510 million, up 14% year-on-year.

Net financial expense is €62 million, up €21 million on H1 2015, mainly due to the cost of the IGATE acquisition financing. The income tax expense is €87 million, down €40 million year-on-year notably due to the recognition of a deferred tax asset of €32 million.

Net profit (Group share) reached €366 million for the first half, up 26% year-on-year. **Basic EPS** (earnings per share) is €2.15 for the first half of 2016 and **normalized EPS** increased 31% year-on-year to €2.52.

The Group generated an **organic free cash flow** of €31 million in H1 2016, an improvement of €117 million compared to H1 2015. Return to shareholder amounted to €394 million over the period through a dividend payment of €229 million and share buyback in the amount of €165 million.

OUTLOOK

For 2016, the Group upgrades its operating margin forecast to between 11.3% and 11.5% (compared with 11.1% to 11.3% previously). In addition, the Group confirms its guidance for 2016 of revenue growth <u>at constant exchange rates</u> of 7.5% to 9.5% and organic free cash flow generation in excess of €850 million.

The Group estimates the negative impact of currency fluctuations on revenues at -2%, primarily due to the appreciation of the euro against the pound sterling and the Brazilian real.

TRENDS BY BUSINESS

Consulting Services (4% of Group revenues) reaping the benefits of its repositioning on Digital Transformation reported an increase in revenues of 8.1% at constant exchange rates with strong growth in the UK. Operating margin improved 230 basis points year-on-year to 10.4%.

Technology & Engineering Services (15% of Group revenues, previously known as Local Professional Services) reported revenue growth of 13.1% at constant exchange rates in the first six months. Growth was driven, beyond the IGATE contribution, by North America and Rest of Europe regions. The operating margin increased 260 basis points year-on-year to 11.3% in the first half.

Application Services (60% of Group revenue) reported an increase of 17.2% at constant exchange rates for the first-half. Beyond the contribution of IGATE, growth was mainly driven by an acceleration in Europe. Operating margin rose to 11.4% from 10.0% in 2015.

Other Managed Services (21% of Group revenue) reported 9.3% growth in revenues at constant exchange rates thanks to the impact of IGATE and despite the anticipated marked drop in activity in the United Kingdom. Operating margin is 9.2%, up 100 basis points on the first-half 2015.

TRENDS BY REGION

North America (30% of Group revenues) reported, including the integration of IGATE, revenue growth at constant exchange rates of 36.2% year-on-year, driven by the financial services, consumer goods and retail and manufacturing sectors. Excluding the Energy & Utilities sector where the slowdown accelerated in the second quarter, like-for-like growth was 5%. Operating margin increased 180 basis points to 15.1%.

United Kingdom and Ireland (17% of Group revenues) reported revenue growth of 8.6% at constant exchange rates. Local momentum was boosted by contract wins in the private sector which now represents more than half of revenues and reported double-digit organic growth, while the public sector was down as anticipated. The operating margin improved 180 basis points year-on-year to 14.5%.

In the first-half 2016, **France** (20% of Group revenues) reported a 4.8% increase in revenues, fueled by strong traction in application services. The financial services and consumer goods and retail sectors were the most dynamic during the period. Operating margin improved 40 basis points year-on-year to 6.6%.

Rest of Europe region (which now includes Benelux and represents 26% of Group revenues) reported 6.9% growth in revenues at constant exchange rates, with all geographies and sectors contributing to this result. The operating margin increased 110 basis points to 8.9% for the half-year.

The **Asia-Pacific and Latin America** region (7% of Group revenues) reported growth of 10.3% at constant exchange rates. Growth remains very dynamic in Asia-Pacific, driven by the financial services and consumer goods and retail sectors. The economic environment remains weak in Brazil but the negative impact on Group growth is reducing. The operating margin, traditionally low in the first half of the year in this region, increased 60 basis points to 3.8% of revenues.

Q2 TRENDS

Q2 revenue growth was 15.0% at constant exchange rates, up sequentially 1.1 points on the first quarter. In the second quarter, adjusted for the impact of exchange rates and changes in Group scope, Continental Europe accelerated, North America growth reached its lowest point of the year and Brazil showed signs of improvement. At Group level, organic growth accelerated in Q2 to 3.8%, compared with 2.9% in Q1.

HEADCOUNT

At June 30, 2016, the total headcount of the Group stood at 184,899 compared with 180,639 employees at the end of 2015. Our global delivery network counts 101,546 employees (including 90,539 in India), representing 55% of the total Group headcount compared with 48% at June 30, 2015.

BALANCE SHEET

The Group had €1,487 million in cash and cash equivalents (net of bank overdraft) at June 30, 2016. After accounting for borrowings of €3,867 million mainly related to IGATE acquisition financing in 2015, cash management assets and derivative instruments, Group net debt* amounts to €2,278 million at the end of H1 2016. The increase in net debt in the first-half is mainly due to the payment of the dividend and the share buyback program.

DISCLAIMER

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APPENDICES

Organic growth, or **like-for-like growth,** in revenues is the growth rate calculated at constant Group scope and exchange rates. The Group scope and exchange rates used are those for the published fiscal year.

Operating margin is one of the Group's key performance indicators. It is defined as the difference between revenues and operating costs. It is calculated before "other operating income and expense" which include amortization of intangible assets recognized in business combinations, the charge resulting from the deferred recognition of the fair value of shares granted to employees, and non-recurring revenues and expenses, notably impairment of goodwill, badwill, capital gains or losses on disposals of consolidated companies or businesses, restructuring costs incurred under a detailed formal plan approved by the Group's management, the cost of acquiring and integrating companies acquired by the Group, and the effects of curtailments, settlements and transfers of defined benefit pension plans.

Normalized net profit is equal to profit for the year (Group share) adjusted for the impact of items recognized in "Other operating income and expense", net of tax calculated using the effective tax rate. **Normalized earnings per share** is computed like the basic earnings per share, i.e. excluding dilution.

Organic free cash flow is equal to cash flow from operations less acquisitions of property, plant, equipment and intangible assets (net of disposals) and adjusted for cash out relating to net interest cost.

Since January 1, 2016, the "**Rest of Europe**" region groups together the former "Rest or Europe" and "Benelux" regions.

RESULTS BY REGION

	Revenues	Year-on-year growth		Operating margin rate	
	H1 2016 *(in millions of euros)*	**Published**	**At constant exchange rates**	**H1 2015**	**H1 2016**
North America	1,891	+35.1%	+36.2%	13.3%	15.1%
United Kingdom and Ireland	1,048	+2.1%	+8.6%	12.7%	14.5%
France	1,273	+4.8%	+4.8%	6.2%	6.6%
Rest of Europe*	1,590	+6.3%	+6.9%	7.8%	8.9%
Asia Pacific and Latin America	455	-3.7%	+10.3%	3.2%	3.8%
TOTAL	**6,257**	**+11.6%**	**+14.4%**	**8.7%**	**10.2%**

RESULTS BY BUSINESS

	Revenues	Year-on-year growth		Operating margin rate	
	H1 2016 *(in millions of euros)*	**Published**	**At constant exchange rates**	**H1 2015**	**H1 2016**
Consulting Services	266	+9.1%	+8.1%	8.1%	10.4%
Technology & Engineering Services	942	+13.2%	+13.1%	8.7%	11.3%
Application Services	3,725	+15.2%	+17.2%	10.0%	11.4%
Other Managed Services	1,324	+2.0%	+9.3%	8.2%	9.2%
TOTAL	**6,257**	**+11.6%**	**+14.4%**	**8.7%**	**10.2%**

SUMMARY INCOME STATEMENT AND OPERATING MARGIN

(in millions of euros)	H1 2015	H1 2016	*Change*
Revenues	**5,608**	**6,257**	**+11.6%**
Operating expenses	(5,122)	(5,619)	
Operating margin	**486**	**638**	**+31%**
as a % of revenues	8.7%	10.2%	*+150bp*
Other operating income and expense	(39)	(128)	
Operating profit	**447**	**510**	**+14%**
as a % of revenues	8.0%	8.1%	*+10bp*
Net financial expense	(41)	(62)	
Income tax income (expense)	(127)	(87)	
(-) Non-controlling interests	11	5	
Profit for the period, Group share	**290**	**366**	**+26%**

NORMALIZED EARNINGS PER SHARE

(in millions of euros)	H1 2015	H1 2016	*Change*
Profit for the period, Group share	**290**	**366**	**+26%**
(-) Exceptional tax income	-	(32)	
Profit for the period, Group share restated	**290**	**334**	
Effective tax rate	31.2%	26.5%	
(-) Other operating income and expense, net of tax [a]	27	95	
Normalized profit for the period	**317**	**429**	
Weighted average number of ordinary shares outstanding	165,150,124	170,241,240	
Normalized earnings per share (in euros)	**1.92**	**2.52**	**+31%**

(in millions of euros)	H1 2015	H1 2016	*Change*
Profit for the period, Group share	**290**	**366**	**+26%**
Diluted average number of shares outstanding	175,753,055	180,184,197	
Diluted earnings per share (in euros)	**1.67**	**2.05**	**+23%**

[a] calculated at the effective tax rate

CHANGE IN CASH AND CASH EQUIVALENTS AND ORGANIC FREE CASH FLOW

(in millions of euros)	H1 2015	H1 2016
Cash flow from operations	**(40)**	**113**
Acquisitions of property, plant, equipment and intangible assets (net of disposals)	(58)	(74)
Net interest cost	12	(8)
Organic free cash flow	**(86)**	**31**
Other cash flows from (used in) investing and financing activities	3,640	(426)
Increase (decrease) in cash and cash equivalents	**3,554**	**(395)**
Effect of exchange rate fluctuations	46	(66)
Opening cash and cash equivalents, net of bank overdraft	**2,140**	**1,948**
Closing cash and cash equivalents, net of bank overdraft	**5,740** [b]	**1,487**

[b] includes the cash for IGATE acquisition

NET DEBT

(in millions of euros)	12/31/2015	06/30/2016
Cash and cash equivalents	1,950	1,488
Bank overdrafts	(2)	(1)
Cash and cash equivalents, net of bank overdraft	**1,948**	**1,487**
Cash management assets	**116**	**110**
Long-term borrowings	(3,161)	(3,171)
Short-term borrowings and bank overdrafts	(652)	(697)
(-) Bank overdrafts	2	1
Borrowings, excluding bank overdrafts	**(3,811)**	**(3,867)**
Derivative instruments	**(20)**	**(8)**
(NET DEBT) / NET CASH AND CASH EQUIVALENTS	**(1,767)**	**(2,278)**

5. Early redemption of Capgemini "ORNANE" – 5 October 2016

Capgemini
CONSULTING.TECHNOLOGY.OUTSOURCING

Investor relations:
Vincent Biraud
Tel.: 01 47 54 50 87

Early redemption of Cap Gemini "ORNANE"

(Zero coupon net share settled bonds convertible into new shares and/or exchangeable for existing shares of Cap Gemini due January 1, 2019)

Paris, October 5, 2016 – Cap Gemini has decided to redeem all of the outstanding zero coupon net share settled bonds convertible into new shares and/or exchangeable for existing shares of Cap Gemini due January 1, 2019 issued on October 25, 2013 ("ORNANE" - ISIN FR0011600352) under the conditions set out in Section 4.9.3 ("Early redemption at the Company's option") of the securities note (Note d'Opération) approved by the French regulator (Autorité des Marchés Financiers) on October 18, 2013 under number 13-557 ("Securities Note"). Redemption will occur at par, i.e. €67.13, on November 21, 2016 based on a Conversion Ratio (as defined in Section 4.17.2 "Conversion events" of the Securities Note of 1.00 Cap Gemini share per ORNANE.

Each ORNANE holder retains the ability to exercise their Conversion Right pursuant to Section 4.17 ("Conversion Right") of the Securities Note.

In the event of exercise and in accordance with Article 4.17.3 ("Terms of allocation pursuant to the Conversion Right") of the Securities Note, the Company intends to allocate an amount in cash equal to the product of the par value of one ORNANE and the number of ORNANE for which the Conversion Right has been exercised and an amount payable in new and/or existing Cap Gemini's shares (at the option of the Company) corresponding to the product of the number of ORNANE for which the Conversion Right has been exercised and the difference between the Conversion Value (as defined in the Securities Note) and the par value of one ORNANE.

A Euronext Paris notice relating to the delisting of the ORNANE will also be published today. The securities will be delisted from Euronext and deregistered from Euroclear France (central depository) respectively on November 17 and November 21, 2016.

For further information, please refer to the notice published in the French official bulletin of legal notices (BALO) no. 120 on October 5, 2016, also available on the Company website (www.capgemini.com)

About Capgemini

With 180,000 people in over 40 countries, Capgemini is one of the world's foremost providers of consulting, technology and outsourcing services. The Group reported 2015 global revenues of EUR 11.9 billion. Together with its clients, Capgemini creates and delivers business, technology and digital solutions that fit their needs, enabling them to achieve innovation and competitiveness. A deeply multicultural organization, Capgemini has developed its own way of working, the Collaborative Business Experience™, and draws on Rightshore®, its worldwide delivery model.

Learn more about us at www.capgemini.com.

Rightshore® is a Capgemini trademark

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6. Capgemini report for Q3 2016 – 26 October 2016

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Capgemini reports solid Q3 2016 performance and confirms its full year guidance

Paris, October 26, 2016 – Capgemini Group reports consolidated revenues of €3,019 million for the third quarter of 2016, up 2.2% at constant exchange rates compared to the same quarter of 2015. Revenues grew 10.2% at constant exchange rates over the first nine months.

For Paul Hermelin, Chairman and Chief Executive Officer of the Capgemini Group: "The third quarter was a continuation of the first half. Growth was particularly strong in the Manufacturing (+12.6%) and Financial Services (+6.5%) sectors where our comprehensive Digital Transformation offering meets customer demand. The strong growth in bookings (+14% at constant exchange rates year-on-year) is a sign of a solid market demand and reflects our ability to gain market share.

Continental Europe posted another strong quarterly growth notably in Germany, Sweden and France, while in the UK we didn't notice any material impact from Brexit. North America is still strongly impacted by the contraction of the energy sector, activity in that sector is expected to stabilize at Q3 level.

We continue to expand in market segments driven by innovation, with our Digital and Cloud activities growing 25% over the quarter.

Finally, we want to make bolt-on acquisitions to accelerate the transition of our business portfolio, particularly in North America. These acquisitions could represent 2 additional points of annual growth over the next two to three years."

Revenues	(in millions of euros) 2015	2016	Change As published	At constant exchange rates	At constant exchange rates and Group scope
Q3	3,036	**3,019**	-0.6%	+2.2%	+2.1%
9 months	8,644	**9,276**	+7.3%	+10.2%	+2.9%

TRENDS BY BUSINESS

Digital and Cloud revenues grew 25% year-on-year at constant exchange rates in Q3. Growth is driven by a cross-business approach and leverages the management consulting business. Digital and Cloud generated 29% of Group revenues in the first 9 months of the year.

Consulting Services (4% of Group revenues) revenues grew by 3.1% at constant exchange rates. This number does not take into account the rapid development of Digital consulting missions initiated and invoiced by the other businesses. **Technology & Engineering Services** (15% of Group revenues) reported revenue growth of 1.3% at constant exchange rates, mainly supported by the North America and Rest of Europe regions. **Application Services** revenues (61% of Group revenues) grew 4.4% at constant exchange rates and continue to drive Group growth. In France, Central Europe and Scandinavia, demand for innovative offerings boosted Application Services revenues to over 10%. **Other Managed Services** revenues (20% of Group revenues) declined by 3.3%: the robust momentum of Business Services only partially offsets the contraction of infrastructure activities in the United Kingdom - anticipated since the beginning of the year – and in Latin America.

TRENDS BY MAJOR REGION

North America reported an increase in revenues of +0.4% year-on-year at constant exchange rates in Q3. The Energy & Utilities sector weighed again on performance as all the other sectors combined reported a 3.7% year-on-year growth. The Brexit did not materially affect the activity in the **United Kingdom & Ireland** in Q3. Revenues in the region declined by 1.5% at constant exchange rates as a result of the public sector contraction, anticipated since the beginning of the year, notably with the evolution of a large contract. On the private sector side revenue is growing by about 10% at constant exchange rates. Driven by its key sectors, **France** continued to grow at a steady pace this quarter with a 4.6% year-on-year growth at constant exchange rates. In line with the first half of the year, **Rest of Europe** revenues (which includes Benelux since January 1, 2016) increased by 5.4% at constant exchange rates. Scandinavia, Central Europe and Italy keep driving the performance in this region. The good momentum in Europe therefore continued in Q3 with an acceleration in the Manufacturing & Automotive sector. Finally, the **Asia-Pacific and Latin America** region grew 1.2% at constant exchange rates, with contrasted trends: a marked drop in Latin America (related to equipment resale), while Asia-Pacific continues to be very dynamic with a double digit growth.

HEADCOUNT

At September 30, 2016, the total Group headcount stood at 187,616. Offshore leverage, with over 103,000 employees in the Global Production Center network, stands at 55% of the total workforce.

ORDER BOOK

New orders recorded in Q3 2016 amounted to €2,792 million. This represents a 14% increase at constant exchange rates compared to Q3 2015.

OUTLOOK FOR 2016

The Group confirms its guidance for 2016, as upgraded on July 27, 2016: it forecasts revenue growth at constant exchange rates of 7.5% to 9.5%, an operating margin of 11.3% to 11.5% and organic free cash flow generation in excess of €850 million.

The Group now estimates the negative impact of currency fluctuations on full year revenues slightly below 3 points, primarily due to the appreciation of the euro against the pound sterling.

HIGHLIGHTS

- **Announcement on October 5 of the decision to proceed with the early redemption of the ORNANE bonds (Zero coupon net share settled bonds convertible into new shares and/or exchangeable for existing shares of Cap Gemini due January 1, 2019) and in the event of exercises of conversion right to allocate a cash amount equal to the nominal value of the ORNANE bonds (i.e. a maximum total amount of €400 million) and shares for the balance (i.e. the difference between the Conversion Value, as defined in the ORNANE securities note, and the nominal value).**
- **Purchase on the market since June 30 of 1,165,643 shares (liquidity contract excluded) for a total amount of €100 million (average purchase price of €85.79). Since the beginning of the year the Group spent €265 million on the share buyback program.**
- **Signature of a major contract in Application Services with a major US medical technology firm.**
- **Signing of a 7-year contract with a US insurance company running on the Capgemini IBAS platform (Integrated Business Administration Services).**
- **Award of large Digital Transformation contract by a European Telco operator.**
- **Launch of Mov'InBlue™ with Valeo, a smart digital mobility solution for corporate fleets and vehicle rental companies.**

CONFERENCE CALL

Paul Hermelin, Chairman and Chief Executive Officer and Aiman Ezzat, Chief Financial Officer, will comment on this press release during a conference call, in English, at **8.30 a.m. Paris time (CET) today**. You can access this conference call by webcast, either live or on replay for up to one year, from Capgemini's investor website or directly by clicking on this link.

All publication materials will be posted on Capgemini investor website and will be directly accessible from https://www.capgemini.com/results.

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Learn more about us at www.capgemini.com.

Rightshore® is a Capgemini trademark

APPENDIX

REVENUE BY REGION

	Revenues (in millions of euros)							Change (Q3 2016 vs. Q3 2015)	
	Q1 2015	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	At constant exchange rates	As published
North America	662	737	937	988	938	953	939	+0.4%	+0.2%
United Kingdom & Ireland	504	523	551	573	525	523	463	-1.5%	-16.0%
France	620	595	574	655	633	640	599	+4.6%	+4.3%
Rest of Europe	738	757	737	833	780	811	772	+5.4%	+4.8%
Asia-Pacific and Latin America	240	232	237	222	216	238	246	+1.2%	+3.8%
TOTAL	**2,764**	**2,844**	**3,036**	**3,271**	**3,092**	**3,165**	**3,019**	**+2.2%**	**-0.6%**

	Revenues (in millions of euros)		Change	
	9 months 2015	9 months 2016	At constant exchange rates	As published
North America	2,337	2,830	+21.8%	+21.1%
United Kingdom & Ireland	1,577	1,511	+5.2%	-4.2%
France	1,789	1,872	+4.7%	+4.6%
Rest of Europe	2,232	2,363	+6.5%	+5.9%
Asia-Pacific and Latin America	709	700	+7.1%	-1.2%
TOTAL	**8,644**	**9,276**	**+10.2%**	**+7.3%**

REVENUE BY BUSINESS

	% Revenues		Change
	Q3 2015	Q3 2016	At constant exchange rates
Consulting Services	4%	4%	+3.1%
Technology & Engineering Services	14%	15%	+1.3%
Application Services	60%	61%	+4.4%
Other Managed Services	22%	20%	-3.3%
TOTAL	**100%**	**100%**	**+2.2%**

UTILIZATION RATES

	Q1 2015	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016
Consulting Services	71%	71%	68%	70%	70%	71%	68%
Technology & Engineering Services	81%	82%	84%	83%	82%	83%	83%
Application Services	81%	81%	82%	83%	81%	81%	82%

Note: 2015 utilization rates have been restated to take better account of the onshore / offshore mix.

UPDATE OF THE INFORMATION RELATING TO THE ISSUER

Members of the Board of Directors

Since the date of the 2015 Registration Document, four new directors have been appointed. Mrs. Carole Ferrand and Mrs. Siân Herbert-Jones have been appointed as directors by the Issuer's 2016 Annual Shareholder Meeting. Mr. Kevin Masters and Mr. Robert Fretel have been appointed as directors representing employees.

A short biography of Mrs. Herbert-Jones is set out on page 271 of the 2015 Registration Document incorporated by reference hereto. A short biography of Mrs. Ferrand is set out on page 272 of the 2015 Registration Document incorporated by reference hereto.

The table below provides information with respect to Mr. Fretel and Mr. Masters.

Name	Position at Capgemini	Address	Other significant activities
Mr. Kevin Masters	- Director; and - Project Management, Cloud Infrastructure Services.	No.1 Forge End, Woking, GU21 6DB, UK	Not applicable
Mr. Robert Fretel	- Director; - Architecte logiciel/expert MVS et génie logiciel.	109 avenue Eisenhower, 31036 Toulouse, France	Not applicable

Address of the members of the Board of Directors

Name	Address
Mr. Paul Hermelin	11 rue de Tilsitt, 75017 Paris, France
Mr. Daniel Bernard	14, rue de Marignan - 75008 Paris, France
Mrs. Anne Bouverot	11 Boulevard Gallieni, 92445 Issy-les-Moulineaux Cedex, France
Mr. Yann Delabriere	2 rue Hennape, 92735 Nanterre Cedex, France
Mrs. Laurence Dors	57 rue Pierre Charron, 75008 Paris, France
Mrs. Carole Ferrand	12 rue François 1er, 75008 Paris, France
Mr. Robert Fretel	109 avenue Eisenhower, 31036 Toulouse, France
Mrs. Siân Herbert-Jones	11 rue de Saint-Senoch, 75017 Paris, France
Mr. Phil Laskawy	9 Creamer Hill, Greenwich, USA

Mr. Kevin Masters	No.1 Forge End, Woking, GU21 6DB, UK
Mr. Xavier Musca	50 avenue Jean Jaurès, 92120 Montrouge, France
Mr. Pierre Pringuet	12 Place des Etats-Unis, 75783 Paris Cedex 16, France
Mr. Bruno Roger	121 Boulevard Haussmann, 75008 Paris, France
Mrs. Lucia Sinapi	76 avenue Kléber, 75016 Paris, France
Mrs. Caroline Watteeuw-Carlisle	6913 Wescoat Drive Colleyville, Tx, 76034, USA

TAXATION

The following is a general description of certain French withholding tax considerations relating to the Notes that may be relevant to holders of Notes who do not concurrently hold shares of the Issuer. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in France or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Prospectus and is subject to any change in law that may take effect after such date.

French Withholding Tax

The directive 2003/48/EC on the taxation of savings income under the form of interest payments (the "**Savings Directive**") was implemented into French law under Article 242 ter of the French *Code général des impôts* and Articles 49 I-ter to 49 I-sexies of Schedule III to the French *Code général des impôts*, and the Council of the European Union has adopted Council Directive 2011/16/EU on administrative cooperation in the field of taxation, as amended by Council Directive 2014/107/EU (the "**DAC**") was implemented into French law under Article 1649 AC of the French *Code général des impôts*. The Savings Directive and the DAC impose on paying agents an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

Pursuant to Article 125 A III of the French *Code général des impôts*, payments of interest and other revenues made by the Issuer with respect to the Notes are not subject to the withholding tax unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a "**Non-Cooperative State**"), in which case, a 75 per cent. withholding tax is applicable (subject to exceptions, certain of which are set forth below, and to the more favourable provisions of an applicable double tax treaty). The 75 per cent. withholding tax is applicable irrespective of the tax residence of the holder of the Notes. The list of Non-Cooperative States is published by a ministerial executive order, which may be updated on a yearly basis.

Furthermore, in application of Article 238 A of the French *Code général des impôts*, interest and other revenues on such Notes are not deductible from the Issuer's taxable income if they are paid or accrued to persons established or domiciled in a Non-Cooperative State or paid to a bank account opened in a financial institution located in a Non-Cooperative State (the "**Deductibility Exclusion**"). Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Articles 109 *et seq.* of the French *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* 2 of the French *Code général des impôts*, at a rate of 30 per cent. or 75 per cent. (subject to more favourable provisions of any applicable double tax treaty).

Notwithstanding the foregoing, the law provides that neither the 75 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts*, nor, to the extent that the relevant interest or revenues relate to genuine transactions and is not an abnormal or exaggerated amount, the Deductibility Exclusion and the withholding tax set out under Article 119 *bis* 2 of the French *Code général des impôts* that may be levied as a result of such non-deductibility, will apply in respect of the Notes if the Issuer can prove that the principal purpose and effect of the issue of the Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the "**Exception**").

Pursuant to *Bulletin officiel des Finances Publiques-Impôts* BOI-INT-DG-20-50-20140211, dated 11 February 2014, BOI-RPPM-RCM-30-10-20-40-20140211 dated 11 February 2014, and, BOI-IR-

DOMIC-10-20-20-60-20150320, dated 20 March 2015, the Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of the issue of the Notes, if the Notes are:

(a) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an "equivalent offer" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or

(b) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

(c) admitted, at the time of their issue, to the clearing operations of a central depositary or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositaries or operators provided that such depositary or operator is not located in a Non-Cooperative State.

The Notes, which will be admitted to a qualifying clearing system operator, will fall under the Exception. Consequently, payments of interest and other revenues made by the Issuer under the Notes are not subject to the 75 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts* nor to the Deductibility Exclusion under the same conditions and to the extent that the relevant interest or revenues relate to genuine transactions and are not in an abnormal or exaggerated amount.

Pursuant to Article 125 A of the French *Code général des impôts* (i.e. where the paying agent (*établissement payeur*) is located in France), and subject to certain exceptions, interest and similar income received by French tax resident individuals is subject to a 24 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5 per cent. on interest and similar income paid to French tax resident individuals. Holders of Notes who are French tax resident individuals are urged to consult with their usual tax advisor on the way the 24% levy and the 15.5% social security contributions are collected, where the paying agent is not located in France.

SUBSCRIPTION AND SALE

Subscription Agreement

Pursuant to a subscription agreement dated 7 November 2016 entered into between Barclays Bank PLC, BNP Paribas, Crédit Agricole Corporate and Intvestment Bank, HSBC Bank plc, and Morgan Stanley & Co. International plc (the "**Joint Lead Managers**") and the Issuer (the "**Subscription Agreement**"), the Joint Lead Managers have agreed with the Issuer, subject to satisfaction of certain conditions, to jointly and severally subscribe and pay for the Notes at an issue price equal to 99.769 per cent. of their principal amount, less the commissions agreed between the Issuer and the Joint Lead Managers.

The Subscription Agreement entitles, in certain circumstances, the Joint Lead Managers to terminate it prior to payment being made to the Issuer. The Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the Notes.

Selling Restrictions

United States

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction of the U.S., and may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exception from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable state securities laws. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act ("**Regulation S**").

Each Joint Lead Manager has agreed severally and not jointly that (i) it has not offered or sold, and will not offer or sell, the Notes (x) as part of their distribution at any time or (y) otherwise until 40 calendar days after the completion of the distribution of the Notes (the "**Distribution Compliance Period**"), within the United States or to, or for the account or benefit of, U.S. persons, and (ii) it will have sent to each distributor or dealer to which it sells Notes during the Distribution Compliance Period a confirmation or other notice setting out the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

The Notes are being offered and sold only outside the United States to non-U.S. persons in compliance with Regulation S.

In addition, until 40 calendar days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by any dealer (whether or not it is participating in the offering) may violate the registration requirements of the Securities Act.

United Kingdom

Each Joint Lead Manager has represented and agreed severally and not jointly that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

France

Each of the Joint Lead Managers has represented and agreed severally and not jointly that (in connection with the initial distribution of the Notes only) it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Prospectus or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) persons providing investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, acting for their own account, as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

General

No action has been taken in any jurisdiction that would permit an offer to the public of any of the Notes, or possession or distribution of the Prospectus or any other offering material, in any country or jurisdiction where action for that purpose is required. Neither the Issuer nor any of the Joint Lead Managers represents that Notes may at any time lawfully be resold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such resale.

Each Joint Lead Manager has agreed severally and not jointly that it will (to the best of its knowledge) comply with all relevant securities laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Prospectus or any other offering material relating to the Notes and obtain any consent, approval or permission required for the purchase, offer or sale of the Notes under the laws and regulations in force in any jurisdiction in which it makes such purchase, offer or sale and none of the Issuer or any other Joint Lead Manager shall have responsibility therefor.

PERSON RESPONSIBLE
FOR THE INFORMATION CONTAINED IN THE PROSPECTUS

After having taken all reasonable measures in this regard, I hereby certify that the information contained in this Prospectus is, to the best of my knowledge, in accordance with the facts and contains no omission likely to affect its import.

CAP GEMINI S.A.
11, rue de Tilsitt
75017 Paris
France

Duly represented by:

Paul Hermelin
Chairman of the Board and Chief Executive Officer
dated 7 November 2016

GENERAL INFORMATION

1. The Notes have been accepted for clearance through Clearstream, Luxembourg (42 avenue JF Kennedy, 1855 Luxembourg, Luxembourg), Euroclear (boulevard du Roi Albert II, 1210 Bruxelles, Belgium) and Euroclear France (66, rue de la Victoire, 75009 Paris, France).

The common code number for the Notes is 151724710. The International Securities Identification Number (ISIN) code for the Notes is FR0013218138.

2. The Issuer is currently rated BBB with stable outlook by Standard & Poor's Rating Services. The Notes have been rated BBB by Standard & Poor's Rating Services. As of the date of this Prospectus, Standard & Poor's Rating Services is established in the European Union and registered under Regulation (EC) No. 1060/2009 as amended. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency without notice.

3. The issue of the Notes was decided by Paul Hermelin, Chairman of the Board and Chief Executive Officer (*Président Directeur Général)* of the Issuer on 3 November 2016, acting pursuant to a resolution of the Board of Directors (*Conseil d'administration*) of the Issuer dated 3 October 2016.

4. Application has been made to admit the Notes to trading on Euronext Paris as from the Issue Date. Euronext Paris is a regulated market within the meaning of the Directive 2004/39/EC of the European Parliament and of the Council dated 21 April 2004.

5. For the sole purposes of the admission to trading of the Notes on Euronext Paris, and pursuant to Articles L.412-1 and L.621-8 of the French *Code monétaire et financier*, this Prospectus has been submitted to the AMF and received visa no 16-518 dated 7 November 2016.

6. The total expenses related to the admission to trading of the Notes, including the fees for the AMF, are estimated to €10,500.

7. The statutory auditors of the Issuer for the period covered by the historical financial information are PricewaterhouseCoopers Audit (63, rue de Villiers, 92208 Neuilly-sur-Seine Cedex, France) and KPMG S.A. (Tour Eqho, 2 avenue Gambetta, CS 6055, 92066 Paris La Défense Cedex). They have audited and rendered unqualified audit reports on the financial statements of the Issuer for each of the financial years ended 31 December 2014 and 31 December 2015. The 2014 audit report states that: "Without qualifying our opinion, we draw your attention to Note I to the consolidated financial statements which notably sets out the change in presentation of the consolidated income statement following the classification of the Amortization of intangible assets recognized in business combination into the "Other operating income and expense"". PricewaterhouseCoopers Audit and KPMG S.A. are members of the *Compagnie Régionale des Commissaires aux Comptes de Versailles*.

8. The yield in respect of the Notes is 0.547 per cent. *per annum*, as calculated at the Issue Date on the basis of the issue price of the Notes and at a rate of interest equal to the Rate of Interest. Such yield is not an indication of future yield.

9. Save for any fees payable to the Joint Lead Managers, as far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the issue of the Notes.

10. Save as disclosed in this Prospectus, there has been no significant change in the financial or trading position of the Issuer or the Group since 30 June 2016.

11. Save as disclosed in this Prospectus, there has been no material adverse change in the prospects of the Issuer since 31 December 2015.

12. Save as disclosed in this Prospectus, there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the period of twelve (12) months prior to the date of this Prospectus which may have, or have had in the recent past, significant effects on the Issuer and/or Group's financial position or profitability.

13. So long as any of the Notes remain outstanding, copies of this Prospectus, the documents incorporated by reference in this Prospectus, the Agency Agreement and the *statuts* (by-laws) of the Issuer will be available for inspection at the specified offices for the time being of the Issuer and of the Fiscal Agent during normal business hours. This Prospectus and all the documents incorporated by reference in this Prospectus are also available on the websites of the AMF (www.amf-france.org) (save for the 2016 Interim Financial Report) and of the Issuer (www.capgemini.com).

ISSUER

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MORGAN STANLEY & CO. INTERNATIONAL PLC
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FISCAL AGENT, PAYING AGENT, CALCULATION AGENT AND PUT AGENT

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