



Supplier Standards of Conduct





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Introduction to Capgemini Supplier Standards of Conduct

At Capgemini, we are dedicated to delivering profitable and sustainable growth by working together with our clients to deliver value through our expertise and our business integrity. As a global company operating in more than 44 countries Capgemini strives to operate in an exemplary manner and upholds the laws and regulations of the countries in which it operates. In addition, Capgemini is a signatory to the UN Global Compact and also supports locally and globally initiatives and business standards to enhance the communities in which it lives and operates and to work in a sustainable and ethical manner.

We work with our Suppliers and other business partners to bring added value to our clients and expect our Suppliers and other business partners to comply fully with laws. It is critical to Capgemini that Suppliers, and their employees, maintain the highest ethical standards, adhere to all applicable laws, in particular, anti-corruption laws, and avoid even the perception of impropriety or conflict of interest. Indeed, our standards can be met only with your cooperation and commitment. You agree to abide by the terms of our Supplier Standards of Conduct, to monitor and audit your compliance with these Standards and acknowledge that compliance with these Standards is required to maintain your status as a Capgemini Supplier. You are responsible for ensuring that any subcontractors, agents or other third parties that you engage in your work for Capgemini, where permitted by your agreement with Capgemini, will act consistently with these Standards.

"Supplier" refers to any business, company, corporation, person or other entity that sells, or seeks to sell, any services or goods to Capgemini, including the Supplier's employees, agents, and other representatives.



SECTION 1. Our Standards

Art. 1.1. Human Rights

Suppliers will respect human rights in dealing with their stakeholders at large (i.e. employees, clients, suppliers, shareholders, and communities). Suppliers will support the principles of the Universal Declaration of Human Rights.

Art. 1.2. Compliance with applicable international, national, state and local laws

We recognize that local customs, traditions, and practices may differ, but expect as a minimum that our Suppliers comply with local, national and international applicable laws, including (but not limited to) all anti-corruption, competition, export control, environmental, health and safety, data protection and labor laws and to monitor compliance with applicable laws. We expect Suppliers to support International Labor Organization core conventions on labor standards.

Your company is a long-time supplier of Capgemini. You learn that one of your shareholders has just been placed on a sanctions list by the United States' OFAC. What should you do?



You should disclose it officially to Capgemini. Capgemini's legal department will work with your company to determine the consequences this may have on the trusted relationship developed over the years and assess the best way to maintain the relationship in compliance with OFAC's rules.

Art. 1.3. Forced or compulsory labor

Supplier must not use forced, bonded, or compulsory labor, and employees must be free to leave their employment after reasonable notice. Employees must not be required to lodge deposits, money, or papers with their employer unless required by applicable law.

Art. 1.4. Child labor

Supplier will not use child labor.

The term "child" refers to any person under the age of 15 (or 14 where the law of the country permits), or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Supplier may participate in workplace apprenticeship programs, which comply with all laws and regulations. Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers.

Art. 1.5. Equality, diversity, and inclusion

Supplier will not discriminate in hiring, compensation, access to training, promotion, and termination of employment or retirement on grounds of social, cultural, ethnic or national origins, religious or other beliefs, caste, gender, marital status, pregnancy status, sexual orientation, disability, age, and trade union membership. Suppliers should promote diversity and inclusion.



Art. 1.6. Working hours, employee wellbeing and development

Supplier will comply with all applicable wage and working hours laws and regulations. Workers will not be required to work more than the lesser of the legally permitted maximum number of hours a week or 60 hours a week, including overtime, except in extraordinary circumstances. Workers will be allowed at least 1 day off per 7-day week. Workers will be paid at least the minimum wage and compensated for overtime hours where required by applicable laws and regulations.

Where applicable, Suppliers should give consideration to promoting work/life balance, training, and personal development of employees.

Art. 1.7. Respect for employees and dignity

Supplier will treat employees with respect and dignity and will not use physical or verbal abuse or other harassment and any threats or other forms of intimidation are prohibited.

Art. 1.8. Freedom of association

Supplier will respect the right of their employees to join (or refrain from joining) workers organizations, including trade unions, and entering into collective bargaining, as permitted by law.

Art. 1.9. Health and Safety

Supplier will provide a healthy and safe working environment for all employees, in accordance with international standards and laws. This includes making sure that adequate facilities, training and access to safety information are provided. All applicable health and safety policies, procedures and guidelines must be adhered to. Where Suppliers work on Capgemini premises, or on behalf of Capgemini, for example in the use, handling, transport or disposal of hazardous materials, or the disposal of electronic equipment, they must confirm that they understand their obligations. They must also confirm that they have management processes and controls in place, and where applicable, agree to be fully responsible for any liability resulting from their actions.

Art. 1.10. Confidentiality and Intellectual Property

Supplier and their contractors and employees will maintain confidentiality with regard to all Capgemini confidential and business sensitive information (usually under a Non-Disclosure Agreement) they have access to, in accordance with applicable laws or applicable contractual engagement. Supplier will protect all intellectual property belonging to Capgemini, our customers, other Suppliers and individuals.

Art. 1.11. Anti-Corruption and gifts

As a Capgemini Supplier, you understand your obligation to maintain the highest standards of integrity in all business interactions worldwide. Any and all forms of corruption, such as bribery, extortion or embezzlement, are strictly prohibited.

Capgemini defines bribery or a bribe as “offering anything at any time in order to obtain an undue advantage.” The offering of “anything” can take many forms, from money (whether in the form of cash, wire transfer or otherwise) to benefits in-kind, such as entertainment, travel, upgrade to first class airfares, side trips to holiday resorts, sponsorship and employment of relatives or friends. The “undue advantage” can take many forms such as a preferential treatment, the conclusion of a contract, the disclosure of



confidential information, a customs exemption, or a waiver of penalty following a tax investigation and generally influencing an individual in the exercise of his or her duties.

You will act consistently with Capgemini's reasonable directions with regard to anti-corruption policies and will implement adequate procedures for Suppliers' employees to comply with applicable anti-corruption laws.

As a Capgemini Supplier, unless informed beforehand and approved by Capgemini management, you will not offer, promise or provide to any Capgemini employee a kickback, favor, gratuity, entertainment or anything of value to obtain favorable treatment from Capgemini. Capgemini employees are similarly prohibited from soliciting such favors from you. This restriction extends to any family members and relatives of both you and Capgemini employees.

Capgemini has launched a call for tenders to select suppliers on a project. It is a promising contract and you want your company to be selected by Capgemini. The dates of the French Open, Roland Garros are approaching, and your company sponsors this prestigious tournament. After the tender has been launched, member of the Capgemini bid team, asks you for two invitations. Should you provide them?

You should not proceed with such invitation. Doing it would be considered as a gift, and in the context of a call for tenders, it could be considered as an attempt to corrupt the Capgemini Project Manager. If you decide to proceed with such invitation, the Capgemini Project Manager will be obliged to report it to his BU Manager in writing, and it could lead to the exclusion of your company from the call for tenders and future projects.

Art. 1.12. Unfair business practices

Supplier will comply with all applicable competition laws and in particular not fix prices, rig bids, allocate customers or markets or exchange current, recent, or future pricing information with your competitors.

Art. 1.13. Conflicts of Interest

Capgemini requires its Suppliers' to be free from any conflicts of interest. A conflict of interest describes any circumstance that could cast doubt on your ability to act with total objectivity with regard to Capgemini's interests. Conflict of interest situations may arise in many ways. If you feel that you have an actual or potential conflict with Capgemini or any of its employees, you must disclose such conflict to Capgemini management.

Your cousin is a Project Manager working for Capgemini and is part of the bid team in charge of selecting new suppliers for a certain project. You want your company to be selected to work on that very same project. What should you do?

You and your cousin should disclose your relationship to the bid team, and your cousin should not be part of the discussions or selection of the suppliers for the project on which you are bidding. If you fail to disclose the relationship and your company is selected, Capgemini may later, if discovered, decide to terminate the contract, request damages from your company and sanction your cousin.



Art. 1.14. Insider Trading

If you are aware of material, non-public information relating to Capgemini, its business, its customers or any other business partner, you must not buy or sell securities or engage in any other action to take advantage of that information, including passing that information on to others.

Art. 1.15. Data protection & privacy of personal information

Supplier will protect personal data and comply with all data protection laws. Supplier will secure Capgemini data against unauthorized access or use.

Art. 1.16. Environmental impacts

We expect our Suppliers to conduct their relationship with us, and with our clients, partners and other Suppliers, in compliance with the Capgemini Group Environmental Policy Statement¹ set out below.

Our way of working has implications and opportunities for our Suppliers. For example, we expect our Suppliers and their subcontractors to help us meet our environmental targets, and where appropriate, to participate in our people and community activities.

In every procurement transaction, we will be looking at our supply chain to identify products and services that help us achieve our environmental targets, which include:

- Using more recycled products, or products with high recycled content,
- Improving efficiency in the use of finite or scarce resources (such as energy, water, raw materials),
- Reducing our energy consumption and ensuring energy efficiency,
- Minimizing transportation and logistics activity, particularly wasted journeys,
- Reducing travel,
- Reducing waste and ensuring its proper disposal,
- Protecting biodiversity,
- Minimizing other environmental impacts such as noise, water and ground pollution,
- Where appropriate, our Supplier and product selection procedures consider whole life costs.

¹ <https://www.capgemini.com/resources/group-environmental-policy/>



SECTION 2. Compliance Management Requirements

In addition to the Capgemini Supplier Standards of Conduct, we also expect our suppliers to work with us based upon the compliance management principles set out below:

Art. 2.1. Purchase Order mandatory

Capgemini operates to a "Purchase Order Mandatory" policy so that we will order products or services with the issue of a Purchase Order and payment will only be made when a reference is made to a valid Purchase Order number. You should not start work without a Purchase Order. If you do start work without a Purchase Order, Capgemini may not pay you.

Exceptions to this policy have to be agreed and approved with Capgemini Group Procurement before entering into a business relationship.

Capgemini expects its Suppliers to contract with us using Capgemini standard terms and conditions.

Art. 2.2. Security and working on Capgemini sites

You shall conduct your business in a secure manner with all reasonable measures for minimizing Capgemini's exposure to security threats such as terrorism, crime, and pandemics.

When visiting or working at Capgemini locations, you will abide by Capgemini's health and safety and security requirements, and when working on a Capgemini client site will follow their health and safety and security requirements.

Should you become aware of any health and safety or security concerns when working with Capgemini you will report them promptly to the appropriate person or through the appropriate reporting channel.

Art. 2.3. Supplier Standards of Conduct acceptance

By providing services to Capgemini, the Supplier formally agrees with the Standards set out in this document. Suppliers are kindly requested to send to Capgemini Procurement the completed form attached as Appendix A, acknowledging the understanding and acceptance of the Supplier Standards of Conduct. This form should be completed, signed and scanned into a PDF document and should be sent to the following email address: supplierresponse.in@capgemini.com

Art. 2.4. Supply surveys

In addition to the above, we may perform periodic surveys to assess our supply base, support regional government requirements and initiatives, understand our Supplier diversity community and environmental impact, and your overall compliance with the principles set out in this document. You will be informed when such surveys are released and will be given a reasonable amount of time to provide your answers. Failure to respond to the survey will constitute a breach of the Supplier Standards of Conduct.



Art. 2.5. Supply information request and assessment

As part of our procurement review activities, we may conduct audits and reviews of our Suppliers against our requirements. We expect your company to support us in these exercises at no charge to Capgemini. We will ask you to provide us with reasonable access to all relevant information and potentially access to your premises, so that we can assess your performance, and that of your subcontractors.

In addition, we may request an audit where concerns have been raised of non-compliance or where we wish to understand your compliance better.

Art. 2.6. Ceasing business

We reserve the right to cease business with the Supplier or suspend a bid process if a satisfactory agreement cannot be reached with a Supplier in areas of risk, if the Supplier fails to comply with our requests for information, or if it cannot meet Capgemini Supplier Standards of Conduct.

Art. 2.7. Speak-up

Capgemini operates in an ethical manner. As a Capgemini supplier, if you are concerned that we are not supporting our standards in this area, we encourage you to notify us of any known or suspected improper behavior in your dealings with our company or our company employees or agents by reporting your concern using SpeakUp feature via www.capgemini.com/speakup.

SpeakUp is a web and phone-based ethics concerns reporting and incident management tool, operated by an independent service provider, and made available by Capgemini to its employees, external consultants, contractors, agency staff, customers, suppliers, and business partners and those of its affiliates. SpeakUp is voluntary, confidential, and allows anonymity unless not permitted by a country's local law.

SpeakUp is a commitment from Capgemini endorsed by all members of the Board of Directors of Capgemini SE and members of the Group Executive Board (GEB) as part of their individual and collective support to the provisions of the Code of Business Ethics: to listen to your voice when you raise it in good faith.

SpeakUp empowers whistleblowers to report concerns and ask for advice and guidance about actions or behaviors that are:

- (i) not aligned with our Values, our Code of Business Ethics and related ethics & compliance policies,
- (ii) not in compliance with applicable laws, or
- (iii) that may significantly affect the vital interests of Capgemini and its affiliates.

Capgemini has launched a call for tenders to select suppliers on a project. It is a promising contract and you want your company to be selected by Capgemini. The dates of the French Open, Roland Garros are approaching, and your company sponsors this prestigious tournament. After the tender has been launched, member of the Capgemini bid team, asks you for two invitations. Should you provide them?

You should not provide such invitations. Doing so would be considered as a gift, and in the context of a call for tenders, it could be considered as an attempt to corrupt the Capgemini Project Manager. If an employee of Capgemini makes such request, you should disclose it to Capgemini either directly, or using Speak-up. Capgemini will ensure that your company does not suffer from retaliation because of such disclosure.



SECTION 3. Supplier Acknowledgement Process

Art. 3.1. Process for Supplier Acknowledgement

All suppliers are required to formally acknowledge their compliance with the requirements set out in this document. This supplier acknowledgment is a contractual commitment that is in addition to any other contracts or terms and conditions between any Capgemini entity and the supplier.

Supplier acknowledgment shall be provided through the signature of the acknowledgment document attached as Appendix A to this document by an authorized representative of the company. This signed acknowledgment should either be mailed to the Capgemini procurement contact for the supplier or scanned and emailed to supplierresponse.in@capgemini.com.



APPENDIX A: Supplier Acknowledgement Document



Acceptance & acknowledgement of Capgemini Supplier Standard of Conduct

I, the undersigned (first name and last name) ,
 Acting as (position / function in the company)..... ,
 Representing the Company (registered company name):.....

 Registered address of the company:

 City: Post / Zip code:

Acknowledge that I have read the contractual document: CAPGEMINI SUPPLIER STANDARDS OF CONDUCT that applies to all Capgemini Vendors, and commit the Company detailed above to respect all the provisions of this document.

I further acknowledge that Capgemini may terminate immediately all agreements entered into with Company, upon written notice to Company, if Company is in breach of any clause of CAPGEMINI SUPPLIER STANDARDS OF CONDUCT; fails to notify Capgemini of any changes to the representations made herein; or fails to cooperate by providing information demonstrating compliance with CAPGEMINI SUPPLIER STANDARDS OF CONDUCT. Violation of these clauses shall be deemed a material breach of all agreements in force between Capgemini and Company.

Signature: for, and on behalf of the Company.

Date (DD/MM/YYYY): ... / ... / ...

Stamp (if required by local law)

IMPORTANT NOTICE:

This form shall be filled and signed by a duly authorized Company representative and sent either to your Capgemini procurement counterpart or at the following email address: supplierresponse.in@capgemini.com