

ANTI-CORRUPTION EXHIBIT

By entering into an agreement which refers to this Exhibit (the "Agreement"), Partner and Capgemini have agreed to be bound by the terms set forth herein, which are deemed incorporated into the Agreement by reference as of the Agreement Effective Date. Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Agreement.

1. Each Party represents and warrants that it, its employees, and all others for whose actions it may be held accountable, complies currently, and shall continue to comply for the duration of this Agreement, with all applicable laws, rules, and regulations of the jurisdiction in which Services and/or Products are provided, be it that of the United States, European Union or any member state, and any other similar laws in all applicable jurisdictions relating to bribery or corruption, including but not limited to the currently effective or successor versions of the U.S. Foreign Corrupt Practices Act; the UK Bribery Act 2010; French Loi Sapin II; and Livre IV, Titre III "Des atteintes à l'autorité de l'Etat" and Titre IV "Des atteintes à la confiance publique" of the French criminal code or any subsequent French anti-bribery legislation.
2. In particular, each Party represents and warrants that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions related to this Agreement, it has not and shall not pay, offer, promise, or authorize, solicit or accept the payment or transfer of anything of value, directly or indirectly, to any individual for the purpose of obtaining an undue advantage and that it has taken reasonable measures to prevent its employees, subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so, improperly inducing that individual to perform or fail to perform his or her relevant function or activity, or to reward the person for the improper performance of such a function or activity.
3. Each Party represents and warrants that it maintains, and for the duration of this Agreement shall maintain, books, records, and accounts designed to accurately and fairly reflect in reasonable detail the transactions and dispositions of its respective funds and assets.
4. If Capgemini, as a result of the exercise of a contractually-provided audit right, of the Partner accounting books and financial records, or otherwise, brings evidence that the Supplier has been engaging in material or several repeated breaches of this Section, it will notify accordingly and require it to take the necessary remedial action in a reasonable time and to inform it about such action. If Partner fails to take the necessary remedial action or if such remedial action is not possible, it may invoke a defence by proving that by the time the evidence of breach(es) had arisen, it had put into place adequate anti-corruption preventive measures, as described in Article 10 of the ICC Rules on Combating Corruption 2011, adapted to its particular circumstances and capable of detecting corruption and of promoting a culture of integrity in its organization. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, Capgemini may, at its discretion, either suspend or terminate the Agreement, it being understood that all amounts contractually due at the time of suspension or termination of the Agreement will remain payable, as far as permitted by applicable law.



November 11, 2020

Enforcement Proceedings.

Each Party represents and warrants that, to the best of its knowledge and belief, neither it, as a corporate entity, nor any of its directors are under current criminal or regulatory investigation or have been subject to any civil or criminal enforcement actions, at home or abroad, for improper conduct relating to Export and Sanctions Law, money laundering, trade, bribery, corruption, human rights violations, or violation of the laws governing business corporate entities. Each Party shall notify the other promptly in writing if it becomes aware of any such investigation or enforcement action.

Violation and Remedy Provisions.

Violation of these clauses shall be deemed a material breach of the Agreement and may entitle the non-violating party to termination.