



July 01, 2021

AFFILIATION AGREEMENT

This Affiliation Agreement is entered into as of [●] (the "Effective Date"), between, [●] with the address: [address] ("Capgemini"), and [●] with the address [address] ("Partner"), that hereby acknowledge and agree that they will comply with all obligations of the Global Alliance Partnership Agreement dated as of [●] (the "Agreement"), including all Exhibits thereto and all other agreements referred to therein, as fully as if Capgemini and Partner had executed the Agreement and shall be entitled to exercise all rights thereunder, with such changes thereto as are set forth below as mutually agreed to by Partner and Capgemini and set forth in accordance with the terms hereof.

1. Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Agreement.
2. The Agreement shall be amended as set forth in this Affiliation Agreement and both parties hereby represent that the following amendments to the Agreement are acceptable to Capgemini and Partner: [●]
3. Notwithstanding any other provision of the Agreement or the Affiliation Agreement, in no event shall Capgemini International be liable for any Capgemini obligations under the Affiliation Agreement, nor shall Capgemini be liable for another Capgemini entity's obligations. There is no joint and several liability between Capgemini International and Capgemini nor between or among Capgemini and Capgemini Affiliates themselves, nor with Capgemini SE.
4. This Affiliation Agreement shall be effective as of [●] (the "Effective Date") and shall be valid for an initial term of one (1) year from the Effective Date, unless otherwise terminated. It shall be automatically renewed for one-year terms unless either Party gives a notice of termination, which shall be given no later than thirty (30) days prior to the expiration of the term or extension period.
5. This Affiliation Agreement shall terminate upon the earlier of (i) the termination or expiration of the Agreement, or (ii) the date at which Capgemini ceases to be a direct or indirect affiliate of Capgemini SE or (iii) the termination or expiration of the Affiliation Agreement.
6. Notice Address. For purposes of this Affiliation Agreement, the notice address required as per the Agreement is:

If to Capgemini: [●]
If to Partner: [●]
7. Effectiveness of the Affiliation Agreement. Except as expressly provided herein, nothing in this Affiliation Agreement shall be deemed to waive or modify any of the provisions of the Agreement, or any amendment or addendum thereto.
8. Other Terms. [Placeholder for local law, jurisdiction and venue reference] [Placeholder for currency reference] Except as provided otherwise in this Affiliation Agreement, all other terms and conditions of the Agreement shall remain in full force and effect, and the parties hereto acknowledge that such terms and conditions are in full force and effect as of the Effective Date hereof.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be signed by the authorized representatives as of the date shown above.

Capgemini [INSERT FULL NAME OF LOCAL ENTITY]

Signature: _____
Name: _____
Title: _____
Date: _____

Partner

Signature: _____
Name: _____
Title: _____
Date: _____