

Capgemini SE Employee Share Ownership plan LOCAL SUPPLEMENT FOR MALAYSIA



DISCLAIMER: THIS DOCUMENT IS DIRECTED WITHIN MALAYSIA ONLY TO PERSONS WHO ARE EMPLOYEES OF THE MALAYSIAN SUBSIDIARY WHICH IS WITHIN THE GROUP OF CAPGEMINI SE ("QUALIFIED EMPLOYEES") AND MUST NOT BE REPRODUCED OR TAKEN BY OR TRANSMITTED TO PERSONS WHO ARE NOT QUALIFIED EMPLOYEES.

You have been invited to invest in shares of Capgemini SE in the Capgemini Group employee share ownership plan 2025: ESOP. You will find below a brief summary of the local offering information and principal tax consequences relating to the offering.

For a more complete description of the offering, please refer to the employee brochure provided to you together with this Local Supplement and to the regulations and Key Investor Information Document of the "ESOP Leverage P 2025" compartment of the "ESOP CAPGEMINI" FCPE, available on the intranet site dedicated to the Offering.

Local Offering Information

Reservation and Revocation Periods

The reservation period starts on September 12, 2025 and lasts until October 1, 2025 (inclusive). During the reservation period, you will be able to submit your orders to subscribe Capgemini SE shares through an FCPE. During the reservation period you can place an order for maximum 2.5% of your estimated gross salary for 2025 ("**Reservation Period Subscription Limit**"). The estimated gross salary will be calculated taking into account both your fixed salary and your variable salary. If the amount of your subscription exceeds this, your subscription may automatically be reduced to 2.5% of the estimated gross annual salary that you will receive in 2025.

The subscription/revocation period starts on November 12, 2025 and lasts until November 14, 2025 (inclusive). During the subscription/revocation period, you may revoke your order, in its entirety only, if you wish. During this period you can submit a subscription for maximum 0.25% of your estimated gross salary over 2025 ("**Subscription Period Subscription Limit**"). Upon the expiration of the subscription/revocation period, outstanding orders become binding and irrevocable.

Subscription Price

The subscription price will be set by the CEO of Capgemini SE on November 6, 2025.

It is to be noted that your subscription is in Euro. Consequently, for purposes of your subscription, the amount of your payment in Malaysian Ringgit will be converted using the exchange rate that will have been communicated to you prior to the subscription/revocation period. During the life of your investment, the value of the Capgemini shares subscribed through the *Fonds Commun de Placement d'Entreprise* ("FCPE") will be affected by fluctuations in the currency exchange rate between the Euro and the Malaysian Ringgit. As a result, if the value of the Euro strengthens relative to Malaysian Ringgit, the value of the shares expressed in local currency will increase. On the other hand, if the value of the Euro weakens relative to Malaysian Ringgit, the value of the shares expressed in Malaysian Ringgit will decrease.

Method of Payment – What are the payment methods available for my subscription?

The payment for your reservation/subscription will be made through an interest-free salary advance to be provided by your employer, which you shall repay through three (3) instalments by way of monthly salary deductions.

The amount of the salary advance to be provided will not exceed either (i) the Reservation Period Subscription Limit or the Subscription Period Subscription Limit (whichever is applicable); or (ii) the amount of your wages for the month of October 2025 (wages as defined under the Malaysian Employment Act 1955), whichever is the lower amount (“**Limit**”). You must ensure that your reservation/subscription amount does not exceed the Limit above.

By making a reservation or subscription, you expressly and irrevocably authorise your employer to deduct, on a monthly basis, equal instalments from your salary in settlement of the amount due under the salary advance corresponding to the total amount of your reservation/subscription, with the first deduction to be made from your salary for the month of December 2025 and the final deduction from your salary for the month of February 2026.

Should your employment contract with your employer be terminated for whatever reason prior to the full repayment of the total amount of the salary advance granted by your employer, by making a reservation or subscription, you expressly and irrevocably authorise your employer to:

- (i) subject to all applicable laws, deduct the outstanding amount from your salary or any other sums which may be owed to you; and/or
- (ii) instruct the account holder/custodian of the FCPE to redeem part or all of your units in the FCPE, in compliance with the applicable regulations, and to allocate the necessary portion of the proceeds to pay the outstanding amount (in addition to any reasonable administrative expenses).

In the event the outstanding amount cannot be fully recovered through the methods outlined above, you shall be required to settle the outstanding amount prior to your final day of employment, failing which, your employer reserves the right to, subject to all applicable laws, take any other actions/measures it deems fit to recover the outstanding amount.

Securities Notices

Save for the filing of the information memorandum in connection with the plan, no other securities notices are required to be filed with the Securities Commission Malaysia.

Investment limits prescribed by the Central Bank of Malaysia for resident individuals in Malaysia

Kindly note that the Foreign Exchange Administration Rules issued by the Central Bank of Malaysia («BNM») prescribe limits on investments abroad (which include investments in an employee share offering made by a foreign issuer) made by resident individuals (i.e., in this case, the employees of the Capgemini Malaysian subsidiary/subsidiaries). The prescribed investment limits are as follows:

- (i) a resident individual without domestic Ringgit borrowing is allowed to undertake an investment abroad of any amount;
- (ii) a resident individual with domestic Ringgit borrowing is allowed to undertake an investment abroad of up to RM1 million equivalent in aggregate per calendar year using, among others, foreign currency funds sourced from conversion of Ringgit. Investments exceeding this limit will require BNM’s approval; and
- (iii) a resident individual with domestic Ringgit borrowing is allowed to undertake an investment abroad of up to RM10 million equivalent in aggregate of foreign currency borrowing obtained by the resident from a licensed onshore bank or a non-resident. Investments exceeding this limit will require BNM’s approval.

You, and not your employer nor Capgemini, will bear the ultimate responsibility to ensure that such foreign investment limits are not exceeded before participating in the offering.

Early Exit Events - In which cases may I ask for an early redemption?

In consideration of the benefits granted under this offering, your investment must be held for a period ending on December 18, 2030, except in the case of early exit events listed below:

- (i) Termination of the employment contract;
- (ii) Disability of the employee; and
- (iii) Death of the employee

In these circumstances, you (or your personal representatives) would need to request an early redemption as this would not be automatic. Should you (or your personal representative) request the redemption of all or any of your units in the FCPE after the occurrence of an early exit event before having repaid in full the salary advance granted by your employer, by making a reservation or subscription, you expressly and irrevocably authorise your employer to instruct the account holder/custodian of the FCPE to deduct for Capgemini SE or your employer the balance of the staggered payment which remains outstanding from the proceeds of the redemption of your units.

Attention is drawn to the fact that a change of employer, where the new employer is an entity participating in the ESOP in a country under the same structure as Malaysia, i.e. the FCPE's « ESOP Leverage P » compartments, shall not constitute an early exit case. On the other hand, a change of employer, where the employer is an entity participating in the ESOP in a country under a different structure, or to a non-participating country, may constitute, upon Capgemini's decision, an early exit case.

These early exit events are defined by French law and must be interpreted and applied in a manner consistent with French law. You should not conclude that an early exit event is available unless you have described your specific case to your employer and your employer has confirmed that it applies to your situation, upon your providing of the requisite supporting documentation. Early redemption may also be possible upon Capgemini SE's decision if the legal entity that employs you ceases to be a Capgemini SE subsidiary.

Redemption at full term

Once your investment becomes available for redemption you will be informed of this availability and you may request a redemption of your investment in cash or you may continue to hold the value of your investment (but without any further leveraged effect) in a new fund which invests in Capgemini SE shares. All redemption proceeds will be sent to your employer (or former employer) in order that the correct taxes (see tax section below) may be deducted before the net amount is then remitted to you.

Voting rights

As long as your Capgemini shares are held by the FCPE, the voting rights pertaining to such shares will be exercised by the supervisory board of the FCPE on behalf of the employees.

Labor Law Disclaimer

Please note that this offering is provided to you by the French company Capgemini, not by your local employer. The decision to include a beneficiary in this or any future offering is taken by Capgemini in its sole discretion. The offering does not form part of your employment agreement and does not amend or supplement such agreement. Participation in the offering does not entitle you to future benefits or payments of a similar nature or value, and does not entitle you to any compensation in the event that you lose your rights under the offering as a result of the termination of your employment. Benefits or payments that you may receive or be eligible for under the offering will not be taken into consideration in determining the amount of any future benefits, payments or other entitlements that may be due to you (including in cases of termination of employment).

Tax Information for Employees resident in Malaysia

This summary sets forth general principles that are expected to apply to employees who are (i) residents in Malaysia for the purposes of the tax laws of Malaysia and the Convention between Malaysia and the French Republic for the avoidance of double taxation (the "Treaty") and (ii) are entitled to the benefits of the Treaty. For definitive advice, employees should consult their own tax advisors regarding the tax consequences of subscribing to Capgemini's shares through the compartment "ESOP LEVERAGE P 2025" of the FCPE "ESOP CAPGEMINI" in this offering.

This summary is given for informational purposes only and should not be relied upon as being either complete or conclusive.

The tax consequences listed below are described in accordance with Malaysian tax laws and certain French tax law and tax practices, as well as the Treaty, all of which are applicable at the time of the offering. These laws, practices and the Treaty may change over time.

Upon subscription

I. Will I be required to pay any tax or social security charges at the moment of subscription?

Yes. The discount on the market value of the shares, which is the difference between the subscription price and the market value of the shares, is considered a taxable benefit and subject to income tax. The market value of the shares will be the lower of the market value of the shares on the first day of the reservation period (i.e., September 12, 2025) and the market value of the shares on the effective date of purchase of the shares (i.e., the last day of the subscription/revocation period, being November 14, 2025). The "market value" of the shares is ascertained by averaging the highest price and lowest price of the shares on the corresponding date.

For the avoidance of doubt, you will only be subject to the taxable benefit in respect of the number of subscription shares which correspond to the amount of your contribution, and you will not be subject to taxation on the subscription amount financed by the partner bank.

The subscription of shares in Malaysia will only be effective on the last day of the subscription/revocation period (regardless of when the reservation/subscription forms are submitted or when the payment for the shares is made). The last day of the subscription/revocation period shall therefore be the date of purchase of the shares.

This benefit will be subject to Malaysian income tax at a rate ranging from 0% to 30% based on your chargeable income for the relevant year of assessment if you are a tax resident. Non-resident individuals are subject to tax at a flat rate of 30% on Malaysian-sourced income.

Your employer has the obligation to withhold and deduct the income tax payable from your salary in the month in which the taxable event occurs in accordance with the Income Tax (Deduction from Remuneration) Rules 1994, unless you have made a written election to your employer, at the time of subscription, to pay the income tax yourself. Such obligation is deemed to arise when the taxable benefit is deemed accrued, which is generally upon the delivery of the shares.

Should your employment contract with your employer be terminated for whatever reason at the point the aforementioned tax withholding obligations arise, your employer has the right to:

- (i) subject to all applicable laws, deduct the outstanding income taxes from your salary or any other sums which may be owed to you; and/or
- (ii) instruct the account holder/custodian of the FCPE to redeem part or all of your units in the FCPE, in compliance with the applicable regulations, and to allocate the necessary portion of the proceeds to pay the outstanding income taxes (in addition to any reasonable administrative expenses).

No social security charges will apply.

II. Will the interest-free loan be subject to tax?

If your employer provides financial assistance to you for the subscription of the Capgemini shares, and if such financial assistance is repaid through salary deductions over a 3-month period, you will be considered as having benefited from an interest-free loan from your employer.

If the loan is made out of your employer's internal funds, such loan will not generate any taxable benefit for you as no benefit will be imputed on you even if you have derived monetary benefits from the loan provided.

If the loan is not made out of your employer's internal funds, tax will be imposed when the loan is received by you. In accordance with the Income Tax (Deduction from Remuneration) Rules 1994, taxes in relation to any taxable benefit you receive will be deducted by your employer from your salary in the month in which the loan is received by you. The applicable tax rate shall be as stated above.

During the life of the Plan

III. Will I be required to pay any tax or social security charges on dividends?

Under the ESOP offering, pursuant to the swap agreement, for all dividends received by the FCPE an equal amount is paid to the bank. Therefore, you do not benefit from dividends paid, if any, to the FCPE ESOP CAPGEMINI.

(i) Taxation in France

In the absence of a distribution to employees by the FCPE "ESOP CAPGEMINI" of the dividends received from Capgemini, no withholding tax will be levied in France.

(ii) Taxation in Malaysia

No as the dividends will not be distributed by the FCPE to the employees.

Upon redemption

IV. Will I be required to pay any tax or social security charges when, at the end of the lock-up period (or in the event of an authorized early exit), I ask the FCPE to redeem my units for cash?

(i) Taxation in France

You will not be subject to income taxes in France on the gain, if any, realised on the redemption of your units.

(ii) Taxation in Malaysia

No. You will not be subject to capital gains tax and social security charges. Unless you are in the business of buying and selling securities, you will not be subject to income taxes on the gain, if any, realised on the redemption of your units.

V. Tax or social security charges that may be applicable if my assets are transferred from the "ESOP LEVERAGE P 2025" compartment to another compartment, if I do not choose immediately to redeem my investment upon the expiration of the lock-up period.

You will not be subject to any tax or social security charges.

Reporting

VI. What are my reporting obligations with respect to the subscription, holding and redemption of the FCPE units as well as the payment of dividends, as applicable?

Under the Self-Assessment System, all taxpayers are entrusted with the responsibilities of assessing and paying the taxes due to the Inland Revenue Board of Malaysia ("IRB"). You must ensure that any taxable benefit which you receive under the offering, with respect to the discount on the subscription shares you receive, is accurately reported in your Income Tax Form to be submitted annually to the IRB in respect of the preceding year of assessment in which the taxable benefit arose (i.e., Form BE for resident individuals who do not carry on business, Form B for resident individuals who carry on business and Form M for non-resident individuals).

VI. What are my employer's reporting obligations with respect to the subscription, holding and redemption of the FCPE units as well as the payment of dividends, as applicable?

Your employer is also required to submit the following to the IRB:

- (a) an Appendix A to the Public Ruling No. 11/2012 issued by the IRB (Form BT/MSSP/2012), to notify the IRB of the plan so that the IRB may confirm how the taxable benefit arising from the plan may be computed by the employer; and
- (b) the names of the employees who have exercised their rights under the plan by submitting the completed Appendix C to the Public Ruling No. 11/2012 once the taxable benefit is determined on or before the last day of February of the next calendar year following the year in which the taxable benefit arose.

Your employer is also required to report the taxable benefit arising from the plan in the employees' annual return of remuneration (the EA Form) for the year in which the taxable benefit arose.