

Capgemini SE Employee Share Ownership plan U.S. SUPPLEMENT



The securities offered by this U.S. Supplement have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold in the United States except pursuant to an exemption from the registration requirements of the Securities Act.

We are pleased to invite you to invest in shares of Capgemini SE ("Capgemini" or the "Company") through the 2025 Employee Share Plan ("ESOP" or the "Plan"). The Plan allows eligible U.S. employees to purchase newly-issued Capgemini ordinary shares (the "Shares") and receive along with their shares, stock appreciation rights, pursuant to the investment terms and conditions, described herein. The Shares are traded primarily on the Euronext Paris stock exchange (the "Paris Stock Exchange"). We refer to Capgemini and its controlled subsidiaries collectively as the "Capgemini Group".

The information contained in this U.S. Supplement (the "U.S. Supplement") applies only to U.S. employees eligible to participate in the Plan. You should read it in conjunction with Capgemini's Universal Registration Document, including its audited financial statements, for the year ended December 31, 2024, which we incorporate into this U.S. Supplement by reference, and its unaudited interim financial statements for the six months ended June 30, 2025, which we also incorporate into this U.S. Supplement by reference. These documents contain important information about Capgemini's worldwide business operations, financial condition and results of operations. In addition, we have prepared and included information in this U.S. Supplement regarding specific risks associated with an investment in the Plan.

Capgemini's audited annual financial statements and unaudited interim financial statements are presented in Euros and are prepared in accordance with International Financial Reporting Standards (commonly referred to as "IFRS"). The Company has also prepared a statement generally describing certain risks regarding Capgemini's worldwide business operations. The Capgemini Universal Registration Document for the year ended December 31, 2024 (with the audited financial statements and the risk statement) and the June 30, 2025 financial statements are available online on the ESOP internet site (<https://esop.capgemini.com/2025>), at Capgemini's Internet address (<https://www.capgemini.com>) and in paper copy upon request.

We encourage you to carefully review all of these documents before making a final decision whether or not to purchase Shares in the Plan (including any information published by Capgemini during the period between the Reservation Period and the Revocation Period described herein). The description in this U.S. Supplement governs the terms of your participation in the Plan, except as otherwise provided in this U.S. Supplement, and in the event of inconsistency between this U.S. Supplement, the communication brochure relating to the ESOP (the "Brochure") and any other employee communication materials that have been made available to you in connection with the Plan, this U.S. Supplement will control. In the event of any inconsistency between any such materials and the agreements documenting the terms of the Plan, the agreements will control.

For further information about the offering, please contact your local Human Resources Department.

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Glossary of terms

The following terms of the plan are defined in this U.S. Supplement on the page indicated below:

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Overview of the ESOP – 2025 Employee Share Plan

What is the ESOP – 2025 Employee Share Plan?

ESOP is a program under which eligible employees of the Capgemini Group worldwide can invest in Shares. The Shares are being issued pursuant to a special capital increase approved by the shareholders of Capgemini.

How are the Shares being offered under the new version of the Plan?

Under the current version of the Plan being offered eligible U.S. employees:

- may purchase Shares, and
- for each Share purchased, be granted a “bonus” right called a Stock Appreciation Right or “SAR” by their employers.

Subject to certain conditions and limitations as set forth herein, under the SAR mechanism:

- ***your personal contribution in US dollars is protected*** - your employer will indemnify you if the value of the Shares that you purchased is less than the subscription price that you paid for them, both expressed in US dollars, at the end of the Holding Period (subject to the conditions of the plan, before tax and social charges); and
- ***you receive an additional gain based on the “weighted average increase” of the Capgemini share during the holding period, if any.***

Please read below for a complete description of the terms of purchase and the SAR mechanism.

Your “Personal Contribution” is the amount you pay in US dollars for purchasing the Shares.

What are the main differences between the current version of the Plan and the versions prior to 2024?

The SAR mechanism replaces the leveraged mechanism that was proposed in prior years, in which a lending bank financed the purchase of additional Shares by the participating employees. The main differences between the ESOP offered in prior years and this new version are as follows:

- ***The only Shares that you purchase in the new ESOP are those that are paid for with your Personal Contribution*** – there are no additional bank financed shares.
- ***The Shares that you purchase are entirely yours and, as a result, you benefit from the 12.5% discount on the purchase price and you get to keep any dividends paid on them*** – in the prior ESOP, these benefits were transferred to the lending bank. The discount and any dividends will be subject to taxation (at the time of purchase for the discount and of receipt for any dividends).
- ***When you sell your Shares, the full amount of any gain (if any) will be yours and you will only be required to pay capital gains tax on that amount*** – in the prior ESOP, all of your gains were taxed as income from employment at rates that are generally higher.
- ***The SAR mechanism offers you a potential gain based on a variable multiple of the weighted average increase of the Share price, just like in the former ESOP.*** This mechanism effectively replaces the bank financed shares in the prior ESOP, offering you a gain on the Share price that is calculated in the same way as in the prior ESOP, but with a slightly lower multiple (reflecting the fact that you get to keep the discount, dividends and gain on the Shares that you purchased, as described above).

The gain payable under the SAR in the new ESOP is taxed in the same way and at the same rates as the gain in the former ESOP.

- ***The SAR mechanism includes a loss protection indemnity on the Shares acquired, calculated on the difference between the amount you invested and the value of the Share at maturity.*** This mechanism effectively replaces the guarantee that featured in the prior ESOP.

However, in the new ESOP if the loss protection indemnity is paid, the amount that you receive will be taxable income. In the prior ESOP, the guarantee was not taxable and thus offered a higher level of protection.

- ***The Shares are now held in France with Uptevia, a French financial institution (the “Custodian”) and the 2024 ESOP is managed by Amundi ESR (the “Administrator”)***

As a result of holding the Shares outside of the United States, you will be required to file certain annual foreign account reports with the Internal Revenue Service if the value of your shares plus other foreign financial accounts that you have outside of the United States exceeds \$10,000 at any time during the year. See “What are my reporting obligations” below.

The SAR mechanism is described more fully below.

Eligibility

Who is eligible to participate in the Plan?

You are eligible to purchase Shares under the Plan if you meet each of the following conditions:

- You are currently a full-time or part-time employee on the payroll of any Capgemini subsidiary listed on Appendix A hereto (the “**Participating U.S. Subsidiaries**”);
- You are a full-time or part-time employee of a Participating U.S. Subsidiary during at least one day from November 12, 2025 to November 14, 2025 (the “**Revocation Period**”);
- You have been or will have been employed by Capgemini or a Capgemini subsidiary for a total of at least three months (whether consecutive or otherwise) between January 1, 2024 and the end of the Revocation Period on November 14, 2025; and
- You are a U.S. citizen or U.S. resident alien and you are not a resident of any other country.

Individuals who otherwise meet the foregoing criteria, but are absent from service during the period from September 12, 2025 to October 1, 2025 (the “**Reservation Period**”) due to an authorized leave of absence (such as short-term disability, military or family leave) are also eligible to participate in the Plan. If you are not sure about your eligibility, please contact your local Human Resources Department.

What are the eligibility rules for “expatriates” and “inpatriates”?

The eligibility requirements are unchanged from the prior version of the ESOP.

If you otherwise qualify and you are on the payroll of a Participating U.S. Subsidiary for at least one day during the Revocation Period, you may participate in the Plan. It is advisable for any employee working outside his or her home country to seek independent tax advice regarding the consequences of their participation in the Plan in the United States.

Reservation and Subscription

How do I subscribe for Shares under the Plan?

During the Reservation Period, you must complete and submit a reservation/subscription form on the ESOP internet site (<https://esop.capgemini.com/2025>) or obtain a paper form which must be completed and returned to your Human Resources Department. In order to avoid any routing and processing delays, it is recommended that you submit your order through the ESOP internet site.

If you have not submitted a reservation/subscription form during the Reservation Period, you may still subscribe for Shares under the Plan by completing and submitting a reservation/subscription form, as described above, during the Revocation Period. Your Personal Contribution for a subscription during the Revocation Period will be limited as described herein.

Please refer to the reservation/subscription form for additional information on the subscription process. By submitting a reservation/subscription form, you will direct the Capgemini Affiliate to subscribe for Shares under the Plan on your behalf.

The Company reserves the right to reject any subscriptions that are incomplete, indecipherable, or not made in accordance with the directions given.

Can I cancel my subscription?

If you wish to cancel your subscription, you must complete and submit a revocation form on the ESOP internet site during the Revocation Period or obtain a paper form, which must be completed and returned to your Human Resources Department. In order to timely process your form, we recommend you complete and submit a revocation form on the ESOP internet site. After the Revocation Period, your subscription cannot be cancelled.

How do I pay for my Shares purchased under the Plan?

Your Personal Contribution will be made through a salary advance (i.e., an interest-free loan from your employer), which will be repaid through payroll deductions (over six pay periods commencing in January 2026 and extending through March 31, 2026, or such longer period as required by applicable law) (the “**Payroll Deduction Period**”) up to \$10,000 in total, with any remainder payable by cashier’s check by December 31, 2025.

Please note that by signing your reservation/subscription form and submitting your subscription, you will have agreed to be bound

by the following acknowledgements, representations and obligations:

- The amount of your Personal Contribution will be deducted from your paychecks through substantially equal installments in consecutive payroll deductions over the course of the Payroll Deduction Period, and you irrevocably promise to repay in full your Personal Contribution.
- Your employer will advance your Personal Contribution, on your behalf, as an interest-free, full recourse loan.
- You consent to your employer withholding the required sums from your paychecks in order to collect your Personal Contribution.
- If you fail to make full payment for your Personal Contribution, your employer may take such actions as are necessary to recover the amount you owe, including that your employer may deduct any amount you owe from any proceeds you are eligible to receive under the Plan, subject to local law.

Subscription Price

How is the Subscription Price determined?

Shares offered under ESOP will be sold at a 12.5% discount from the arithmetic average of the daily Volume-Weighted Average Price for one Share over the 20 consecutive trading day period preceding November 6, 2025.

The “**Volume-Weighted Average Price**” on each such trading day will equal the ratio of (i) the sum of the products, for each trade in Shares on the Paris Stock Exchange on that day, of (x) the applicable price per Share and (y) the number of Shares traded, to (ii) the total number of Shares (i.e., volume) traded on the Paris Stock Exchange that trading day. The Volume-Weighted Average Price shall be such as displayed on Bloomberg page CAP FP EQUITY AQR selecting Normal Trade Only between 9:00am and 5:30pm (Paris time), excluding opening and closing prices, block trades and orders placed after the close of the exchange but executed at the closing price of the Share on the exchange (designated as “Trades at Last”) that occur after 5:30pm (Paris time).

For example, assume that the following trades occurred on the Paris Stock Exchange on a trading day during the relevant 20 consecutive trading day period:

15 Shares at €160.00 per Share (€2,400)

25 Shares at €154.00 per Share (€3,850)

10 Shares at €152.00 per Share (€1,520)

50 Shares at €153.00 per Share (€7,650)

The Volume-Weighted Average Price would be calculated by adding together the total value of all trades on that day (€15,420) and dividing by the total number of Shares traded on that day (100):

$$(15 \times €160.00 = €2,400) + (25 \times €154.00 = €3,850) + (10 \times €152.00 = €1,520) + (50 \times €153.00 = €7,650) = €15,420$$

100

Accordingly, the Volume-Weighted Average Price on such trading day would be €154.20.

The discounted price is referred to as the “**Subscription Price**” and will be determined as follows:

- First, the arithmetic average of the Volume-Weighted Average Price in Euros of a Share on the Paris Stock Exchange over the 20 consecutive trading day period preceding November 6, 2025 (see example above) will be calculated. This average price is referred to as the “**Reference Price**”.
- Then, a 12.5% discount to the Reference Price will be applied to determine the Subscription Price.

You should be aware that the Protected Average Increase (as further described below) used to calculate the potential Gain for each SAR that you receive (one SAR for each Share purchased with your Personal Contribution) is the positive difference (if any) between the Protected Average Price and the Reference Price, and therefore is not measured from the Subscription Price.

The Subscription Price will be determined in Euros. Your own investment in U.S. dollars will be converted into Euros at the prevailing Euro/U.S. dollar exchange rate in effect on November 7, 2024 (the “**Initial Exchange Rate**”) to allow for the subscription of the Shares. The Subscription Price expressed in US dollar is referred to herein as “US dollar Subscription Price”. All these determinations will be made by Capgemini’s CEO (or his designee), acting pursuant to authority delegated to him by the Company’s board of directors.

Will income tax apply at the time of purchase?

Purchasing Shares under ESOP will result in U.S. Federal income or employment tax at the time of purchase in 2024 on the difference between the price you pay for the Shares and their market value. See “U.S. and French Income Tax Summary” below. This is different as compared to the ESOP plans of prior years.

Nothing herein or in the Brochure or other materials made available to you relating to the Plan should be construed as legal, tax or investment advice. You are strongly encouraged to consult your personal tax advisor concerning the tax consequences of your participation in the Plan.

Terms of ESOP

What happens when I purchase Shares in ESOP?

In the 2025 ESOP, for every Share you purchase with your Personal Contribution, you will receive a Stock Appreciation Right (“SAR”) from your employer.

Under the SAR mechanism, at the end of the Holding Period:

- your personal investment in US dollars is protected - your employer will indemnify you if the value of the shares expressed in US dollars is less than the US dollar Subscription Price at the end of the Holding Period (subject to conditions of the plan).
- In addition, for each SAR that you hold, you will receive a gain based on the “weighted average increase” of the Capgemini share during the holding period, if any, multiplied by the Multiplier (see below section “What is the Multiplier”).

The weighted average increase will be equal to the difference between the average of the closing prices of the Capgemini SE share of the fifteenth day of each month for each of the 5 years of the lock-up period and the reference price) (if the fifteenth day is not a trading day and a business day in France, the Share price will be recorded the day which is a trading day and business day in France immediately preceding that day). If the share price is lower or equal to the Reference Price, the Reference Price will be registered for the calculation of the Protected Average Increase. See below for a description of how this is calculated in case of Early Exit, “How is the “Protected Average Increase” determined if there is an Early Exit Event?”

Is my Personal Contribution protected?

Yes, under the SAR mechanism, your personal investment in US dollars is protected. This is referred to as the “*Indemnity*” feature of the SAR.

Your employer will indemnify you if the value of the Shares that you purchased, expressed in US dollars, is less than the US dollar Subscription Price at the end of the Holding Period or upon the occurrence of an Early Exit Event (subject to the conditions of the plan).

All payments under the SAR mechanism, in respect of decrease in the share price and/or increase, will be considered to be taxable income (see below in the tax section). This means that the protection that the SAR mechanism provides to you is not absolute. This is different from the prior version of the ESOP, in which the guarantee mechanism was not subject to taxation.

What is the potential gain under the Plan?

Under the 2025 ESOP, you have the potential to receive gains in respect of both the Shares that you purchase and the SAR:

- With respect to the Shares that you purchase, when you sell them, you will benefit from any positive difference between the price you paid for them and the sales price, net of expenses, taxes and charges. This applies whether you sell upon an Early Exit Event, at the end of the five year Holding Period or thereafter.

This is a new feature of the ESOP in 2024.

- With respect to each SAR that you receive, you will receive a bonus equal to your “**Gain**” per SAR. The “**Gain**” is the Protected Average Increase × Multiplier based on the “weighted average increase” of the Capgemini share during the Holding Period, if any.

The Gain in the 2024 ESOP is calculated in the same way as in the prior version of the ESOP.

What is the “Protected Average Increase”?

The “**Protected Average Increase**” is equal to the positive difference (if any) between the Protected Average Price and the Reference Price. On the date new Shares are issued pursuant to the Plan (December 18, 2025) and on the 15th day of each month (or the trading day which is also a business day where banks and settlement systems are open in France before if the 15th day of the month is not a trading day and a business day where banks and settlement systems are open in France) during

the period beginning on (and including) December 18, 2025 and ending on November 15, 2030 (included) (each a “**Record Date**”), the closing price of one Share on the Paris Stock Exchange (or any successor exchange) will be recorded by Capgemini (in total, up to 60 times). These monthly closing prices will be used, except if the monthly closing Share price is below the Reference Price, in which case the Reference Price will be used instead, to determine the average price of one Share during the Holding Period (the “**Protected Average Price**”). It is referred to as the “protected average” because if the closing Share price on any Record Date is higher than the Reference Price, it is recorded for such Record Date and included in the average and will contribute to increasing your return under the Plan, but if the closing Share price is lower than the Reference Price, the Reference Price is recorded for such Record Date and included in the average instead. This substitution has the effect of making the Reference Price the minimum possible average price and preventing a low market price from reducing the average below the Reference Price.

What is the “Multiplier”?

Once the Protected Average Increase per SAR has been determined, it is then multiplied by the “**Multiplier**” to determine your Gain per SAR.

The Multiplier allows you to benefit on a leveraged basis from the potential Protected Average Increase with respect to the SARs that you receive (one SAR for each Share purchased with your Personal Contribution). However, the Multiplier decreases as the Protected Average Increase increases.

The Multiplier is calculated as follows:

$$\text{Multiplier} = 8.2 \times \frac{\text{Reference Price}}{\text{Protected Average Price}}$$

The aggregate Gain (if any) for the number of SARs that you receive (one SAR for each Share purchased with your Personal Contribution) is determined in Euros, and will then be converted into U.S. dollars by Capgemini on the business day following the date of determination of the Protected Average Increase, at the prevailing exchange rate in effect on the date of determination of the Protected Average Increase (the “**Final Exchange Rate**”).

You will receive a cash payment equal to your Gain (if any), with such Gain converted into U.S. dollars at the Final Exchange Rate, under the Plan. Please note that the amounts payable to you are subject to adjustment as described in this U.S. Supplement under the headings “Exceptional Situations and Adjustment Events” and “Change of Control”.

HYPOTHETICAL EXAMPLES FOR THE SAR

HYPOTHETICAL PAYMENT SCENARIOS

The following examples illustrate the intended performance of the SARs in different hypothetical situations. Please note that in the below we only present the performance of the SAR, whereas the actual amount you would get could also include the potential proceeds from the Shares you hold, if you decide to sell them.

In each example, the following assumptions have been made.

- Personal Contribution: \$603.75 (equivalent of €525.00. For purposes of the following examples, a conversion rate of €1 = \$1.15 will be used)
- Reference Price: € 150.00
- Subscription Price: € 131.25
- US dollars Subscription Price: \$ 150.94
- Number of SARs granted to the Shareholder: 4
- Multiple: 8.2 x

For ease of comparison, we have separated the examples into two sets. Those in the first set are intended to illustrate the operation of the Indemnity feature of the SARs while those in the second illustrate the operation of the increase in Share value feature (the "Gain"). In the actual operation of the SARs, participating employees will receive a single payment representing the sum of amounts due in respect of (I) personal contribution protection and (II) share price appreciation.

The share price appreciation (II) will be calculated in Euros. Note that for convenience purposes, the actual amounts received by the Shareholder will be in USD, converted from Euros using the exchange rate applicable at such time.

1- PERSONAL CONTRIBUTION PROTECTION

FIRST SCENARIO – INCREASE IN CAPGEMINI SE SHARE PRICE

At the end of the Plan, or on the date the early release request is processed, the Share price in Euros converted in US dollars has increased to \$230.00 as compared to the US dollar Subscription Price of \$192.50.

Since the value of the Share in Euros exceeds the US dollar Subscription Price, no payment is due in respect of the Indemnity feature of the SAR.

SECOND SCENARIO – DECREASE IN CAPGEMINI SE SHARE PRICE

At the end of the Plan or on the date the early release request is processed, the Share price in Euros converted in US dollars has decreased to \$170.00 as compared to the US dollars Subscription Price of \$192.50.

Since the value of the Share is less than the US dollars Subscription Price, a payment equal to the amount of the difference (\$22.50) is due in respect of the Indemnity feature of each SAR (i.e. \$90.00 for 4 SARs).

Please note that taxes and/or social security contributions should apply on these amounts, as described in the Tax section below, so the protection afforded by the SAR is before taxes and social security contributions.

2 - SHARE PRICE APPRECIATION

FIRST SCENARIO – SUSTAINED INCREASE IN THE CAPGEMINI SE SHARE PRICE

This example assumes a sustained increase of the Share price over five years. The Protected Average Price equals €200.00.

Calculation of the amount due to the employee under the SARs at the end of the Plan:

(Protected Average Price minus Reference Price) x 8.1 x x number of SARs

(€200.00 – €150.00) x 8.1 x x 4

€1,215.00

You would be entitled to receive the SAR payment for 4 SARs of €1,215.00

Effect of Exchange Rate

Assuming a constant exchange rate (€1 = \$1.15), you will receive \$1,397.25

Assuming an increase in the US dollars (€1 = \$1.10), you will receive \$1,336.50

Assuming a decrease in the US dollars (€1 = \$1.20), you will receive \$1,458.00

Please note that taxes and social security contributions shall apply on this amount, as described below, so the gain afforded by the SAR is before taxes and social security contributions.

This example would equally apply in the case of an Early Exit. In such a situation, the Protected Average Price for purposes of calculating the SAR will be calculated as described in the "Early Exit" section below. For more information concerning early withdrawal from the Plan, please see "Termination of Employment" below.

SECOND SCENARIO – INCREASE FOLLOWED BY A DECLINE IN THE CAPGEMINI SHARE PRICE

The Share price increased and then declined towards the end of the Plan. At the end of the Plan, the Capgemini SE Share price converted in US dollars has decreased to €170.00. However, as a result of the increases recorded earlier during the Plan, the Protected Average Price equals €215.00, and is thus greater than the Reference Price of €200.00.

Calculation of the amount due to the employee under the SARs at the end of the Plan:

$$\begin{aligned} & (\text{Protected Average Price minus Reference Price}) \times 8.35 \times (\text{€}200 / \text{€}215) \times \text{number of SARs} \\ & (\text{€}215.00 - \text{€}200.00) \times 8.35 \times (\text{€}200 / \text{€}215) \times 4 \\ & \text{€}466.04 \end{aligned}$$

You would be entitled to receive the SAR payment for 4 SARs of €466.04

Example of effect of Exchange Rate

Assuming a constant exchange rate (€1 = \$1.10), you will receive \$512.64

Assuming an increase in the US dollars (€1 = \$1.05), you will receive \$489.34

Assuming a decrease in the US dollars (€1 = \$1.15), you will receive \$535.95

Please note that taxes and social security contributions shall apply on this amount, as described below so the gain afforded by the SAR is before taxes and social security contributions.

This example would equally apply in the case of an Early Exit. In such a situation, the final Share price for purposes of calculating the SAR will be based calculated as described in the “Early Exit” section below. For more information concerning early withdrawal from the Plan, please see “Termination of Employment” below.

THIRD SCENARIO (ADVERSE) – SUSTAINED DECLINE OF THE CAPGEMINI SE SHARE PRICE

This example assumes a sustained decline of the Share price over five years. At the end of the Plan, the Share price has never been greater than the Reference Price of €150.00 over the five-year Holding Period. The Protected Average Price is thus equal to the Reference Price of €150.00.

The employee thus receives no payment in respect of the increase in share value feature of the SAR.

However, in this scenario, if the Share price at the end of the Plan converted to US dollars is below the US dollar Subscription Price, an Indemnity payment would be due as described above.

This example would equally apply in the case of an Early Exit. In such a situation, the final Share price for purposes of calculating the SAR will be calculated as described in the “Early Exit” section below. For more information concerning early withdrawal from the Plan, please see “Termination of Employment” below.

As a reminder, the participating employees’ investment may not be entirely protected as a result of exchange rate fluctuations occurring between the calculation of the Indemnity amount and the sale of the Shares.

For the list of Early Exit events applicable in the United States, please see “Termination of Employment” below.

Holding Period

What rules apply during the Holding Period?

As a general rule, you will not be permitted to sell or transfer the Shares purchased on your behalf until the end of the period beginning on December 18, 2025, and ending on December 18, 2030 (the “Holding Period”).

Once your investment becomes available for sale, you will be informed of this availability and you may request a sale or you may continue to hold your Shares. However, as SAR payment will automatically take place at such date, whether you request sale of your Shares or not, you will no longer benefit from the SAR. If you continue to hold your Shares, you will no longer benefit from any protection against a decline in the price of the Shares.

During the Holding Period, you will have the same rights as other shareholders to receive any written materials distributed to shareholders, dividends and voting rights with respect to your Shares. Any dividends distributed by Capgemini SE would be directly paid to you.

As a shareholder of Capgemini SE, you may exercise the voting rights on your purchased shares directly and will have the right to attend Capgemini SE shareholders’ meetings. Each share is entitled to one vote at all shareholders’ meetings. In order to facilitate voting, when you submit your reservation/subscription form, we recommend that you tick the box agreeing to receive voting materials electronically.

What happens under the Plan at the end of the Holding Period?

At the end of the Holding Period:

- You may sell¹ or choose to continue to hold Capgemini shares that you purchased (or upon the occurrence of an Early Exit Event – your shares will be sold automatically) and
- You will receive from your employer a payment in US dollar equal to any amount due to you under the SAR mechanism in respect of Indemnity and/or Gain.

If you choose to sell your Shares the aggregate total amount you receive shall be an amount in US dollars equal to sale price of your Shares, net of fees, expenses, taxes and social contributions. You will also receive in any case the Indemnity and/or Gain, if any, each net of taxes and social contributions. As a reminder, your investment may not be entirely protected as a result of exchange rate and share price fluctuations occurring between the calculation of the Indemnity amount and the sale of the Shares.

As further described above, the “Protected Average Increase” method is designed to allow you to benefit from any increase in value of the Share over the Reference Price, calculated over the Holding Period as described herein. The Multiplier allows you to benefit on a leveraged basis from this potential increase with respect to the SARs that you receive (one SAR for each Share purchased with your Personal Contribution). However, the Multiplier decreases as the Protected Average Increase increases.

Please note that the amounts payable to you or the variables and elements used for the calculations of such amounts are subject to adjustment as described in this U.S. Supplement under the headings “Exceptional Situations and Adjustment Events” and “Change of Control”. Please note that the Plan may terminate prior to the end of the Holding Period as further outlined in this U.S. Supplement under the heading “Exceptional Situations and Adjustment Events”.

Maximum Limit on How Much You Can Invest/Allocation of Shares

What is the maximum amount that I can invest under the Plan?

Your Personal Contribution in the Plan may not exceed 2.5% of your Eligible Pay for 2025 if you subscribe during the Reservation Period. If you subscribe during the Revocation Period, your Personal Contribution may not exceed 0.25% of your Eligible Pay for 2025.

What is the minimum amount that I can invest under the Plan?

If you choose to invest under the Plan, the minimum amount that you can invest with your Personal Contribution under the Plan is equal to the Subscription Price of one Share calculated at the Initial Exchange Rate. Therefore, if you decide to participate in the Plan, your subscription will only be effective if your Personal Contribution expressed in a number of Shares is greater than or equal to one Share. If not, your reservation will be void and you will not receive any Shares under the Plan.

How are my Eligible Pay and the amount of my maximum investment determined?

Your Eligible Pay is your anticipated base salary, bonus, and commission pay for 2024 (“Eligible Pay”). Your Eligible Pay is calculated before taxes and other payroll deductions and without taking account of voluntary deferrals, such as contributions to a 401(k) savings plan.

All determinations made by your employer or Capgemini regarding the calculation of your Eligible Pay and maximum investment will be final and binding. If you have any questions regarding how your Eligible Pay and maximum investment have been determined, please consult your local Human Resources Department.

Am I guaranteed to be allotted the number of Shares that I request?

The U.S. offering pursuant to the Plan is part of a global offering of a maximum of 2.7 million new Shares to employees of the Capgemini Group throughout the world. If total employee subscriptions (based on the combined Personal Contributions and Additional Investments) in the worldwide offering exceed the number of Shares available for the offering, Capgemini will make an allocation on the following basis:

- A “ceiling” will be calculated by dividing the maximum number of Shares offered (2.7 million Shares) by the total number of subscribers (worldwide);
- Individual subscriptions (when combining the number of Shares purchased with your Personal Contribution multiplied by ten,

¹ Please note that shares sold at the maturity of the plan could be spread over several days, depending of the number of shares to be sold at maturity compared to Capgemini share liquidity. In that case the selling price would be based on the average share price over the selling period and may be higher or lower than the value used to calculate the Indemnity if applicable.

to take into account the cost to Capgemini of providing the SARs) that are equal to or below the ceiling will be honored in full;

- Individual subscriptions (when combining the number of Shares purchased with your Personal Contribution multiplied by ten, to take into account the cost to Capgemini of providing the SARs) that are above the ceiling will be honored in full up to the ceiling amount, and then on a pro rata basis for all employees making subscriptions above this amount, to the extent of the Shares available, rounded down to the nearest whole Share.

In addition, if your Personal Contribution under the Plan exceeds 2.5% of your Eligible Pay (or 0.25% if you subscribe during the Revocation Period), your subscription may be reduced to such amount.

The actual number of Shares allocated to each U.S. employee may not include fractional Shares. The determination by Capgemini as to the number of Shares allotted to any employee shall be final and binding.

Capgemini anticipates that you will be informed shortly after the end of the Revocation Period of any reduction to your subscription, the amount of your investment and the total number of Shares allocated to you. Shortly after the completion of the issuance of the new Shares, Shares will be delivered, for your benefit, to an account at the Custodian.

Termination of Employment

What is an Early Exit Event?

You, your estate or your legal representative will be required to exit the Plan before the end of the Holding Period (i.e., before December 18, 2030) if your employment with the Capgemini Group terminates for any reason (an "Early Exit Event"), including:

- Your death;
- Termination because of your disability; or
- Any other termination of your employment with the Capgemini Group (whether voluntary or involuntary, including by retirement or as a result of your employer ceasing to be a member of the Capgemini Group).

The Early Exit Event will be deemed to take place on your last day of service excluding any severance period (or on the date that is six months after your last day of service if you are a "specified employee" as determined by Capgemini in accordance with the requirements of Section 409A ("**Section 409A**") of the U.S. Internal Revenue Code of 1986, as amended, and the published guidance thereunder (the "**Code**"), as described below).

In addition to the foregoing, if your employment with the Capgemini Group transfers outside of the United States (as a result of a transfer of your employment to another Capgemini Group company outside of the United States or a transfer of your physical work location outside of the United States while remaining employed with the same Capgemini Group company), your investment in the Plan may be mandatorily redeemed at the instruction and in the sole discretion of Capgemini, and in such case your transfer of employment outside of the United States will be treated as an Early Exit Event. This redemption and mandatory cash out will also apply to any other Capgemini Group ESOP plans in which you are invested at such time, as well as to any other deferred compensation plans (excluding the 401(k) plan) of which you are a beneficiary at such time (if any) and would be treated as a single plan with the ESOP plans for purposes of the plan aggregation rules of Section 409A. Redemption under this clause will only occur if the amount of gain payable to you under the ESOP plans and deferred compensation under such other plans (if any, and excluding the 401(k) plan) does not exceed the de minimis threshold set for such redemptions under Section 402(g)(1)(B) of the Code (\$22,500 in 2023) and the redemption otherwise complies with the requirements for limited cash outs under Section 409A. This provision will be applied by Capgemini in its discretion (you will have no election or other control as to whether or not the redemption will occur), in a manner that it deems to be compliant with Section 409A. You do not have any entitlement to a redemption under this provision, and this provision need not be applied uniformly to different Plan participants (even if similarly situated).

What happens upon an Early Exit Event?

You must exit the Plan if an Early Exit Event occurs before the end of the Holding Period. This means that any amounts due under your SARs will be paid and your shares will be sold. In general, under the Plan, Early Exit Events must be interpreted to satisfy the requirements of Section 409A. As a result, you will be deemed to have terminated employment for purposes of the Plan if and only if you experience a "separation from service" within the meaning of Section 409A after the date of your subscription. In addition, if you are determined to be a "specified employee" within the meaning of Section 409A, you generally may not receive any payment for at least six months following your separation from service (other than a separation from service as a result of your death) within the meaning of Section 409A. If you fail to make full payment for your Personal Contribution, your employer may take such actions as are necessary to recover the amount you owe, including that your employer may deduct any amount you owe from any proceeds you are eligible to receive under the Plan, subject to local law.

You may not reenter the ESOP after you have exited.

How is the “Protected Average Increase” determined if there is an Early Exit Event?

Upon the occurrence of an Early Exit Event, the “Protected Average Increase” will be determined as follows, based on the “Reference Date” for your Early Exit Event:

- if the Custodian is notified of your Early Exit Event on or prior to the 5th day, excluding any Saturday, Sunday and any day on which commercial banks are not open for general business in France and the United States, preceding the 15th day of a given month (or the preceding trading day which is also a business day where banks and settlement systems are open in France if the 15th day of a given month is not a trading day and a business day where banks and settlement systems are open in France), then the Reference Date for such Early Exit Event shall be the Record Date for such month;
- if the Custodian is notified of your Early Exit Event after the 5th day, excluding any Saturday, Sunday and any day on which commercial banks are not open for general business in France and the United States, preceding the 15th day of a given month (or the preceding trading day which is also a business day where banks and settlement systems are open in France if the 15th day of a given month is not a trading day and a business day where banks and settlement systems are open in France), the Reference Date for your Early Exit Event will be the Record Date of the following month;
- in each case, provided, that the Custodian receives notice of such Early Exit Event at least one day which is not a Saturday, Sunday and a day on which commercial banks are not open for general business in France prior to the Reference Date.

The “Protected Average Increase” will be determined in the manner described above, except that the recorded price on the Reference Date will be repeated as many times as necessary to reach a total of 60 recorded prices when combined with all recorded prices for Record Dates occurring prior to the Reference Date.

For example, if 10 Record Dates have occurred as of the Reference Date for your Early Exit Event, the Protected Average Increase will take into account the recorded price on each of the 10 Record Dates, with the recorded price on the Reference Date repeated as many times as necessary to reach a total of 60 recorded prices (i.e., the recorded price on the Reference Date will be repeated 50 times).

Who will receive my Shares in the event of my death?

In the event of your death, your shares will be made available to your estate. Your estate will also receive a cash payment equal to any amount due to you under the SAR mechanism, payable as soon as practicable, but in no event later than 90 days following the date on which the Custodian receives notice of your death.

Settlement at the End of the Holding Period or on Early Exit Event

After the end of the Holding Period or upon the occurrence of an Early Exit Event, what happens to my Shares?

At the end of the Holding Period, you are free to sell the Shares that you purchased or you may choose to continue to hold them. Please note that after the end of the Holding Period, your investment will no longer benefit from the Indemnity feature of the SARs. You will bear the full market risk (including the risk of currency exchange fluctuations) on any Shares you choose to hold after the end of the Holding Period.

Upon the occurrence of an Early Exit Event, any Shares that you purchased in the Plan will automatically be sold.

After the end of the Holding Period or upon the occurrence of an Early Exit Event, what happens to my SARs?

At the end of the Holding Period or upon an Early Exit Event, your SARs will automatically be settled in cash and you will receive any payment due in respect of the Indemnity and Gain. Unlike in the prior version of the ESOP, you will not have the option to request settlement in Shares at the end of the Holding Period.

After the end of the Holding Period, your investment will no longer benefit from the Indemnity feature of the SARs. You will bear the full market risk (including the risk of currency exchange fluctuations) on any Shares you hold after the end of the Holding Period.

Dividends

Will I be entitled to dividends paid on Shares subscribed under the Plan?

Any ordinary or extraordinary dividends and any other distributions, income, rights or instruments distributed by Capgemini in respect of the Shares purchased under the Plan will be paid or distributed to you, until you sell your Shares.

Any dividends paid to you will be paid in Euros. These dividends will be subject to U.S. federal taxation and French withholding taxes. See “U.S. and French Income Tax Summary” below.

There can be no assurance that Capgemini will pay dividends in the future, or as to the amount of any such dividends.

Exceptional Situations and Adjustment Events

What events may impact the amounts payable under the Plan?

The calculation of amounts due under the SARs, including the Indemnity, Protected Average Increase, the Multiple and any parameter used for its determination, may be modified in the case of events and/or transactions (an “Adjustment Event”) having an effect on the Shares and/or Capgemini SE including, without limitation, share splits or regrouping of shares, public offering other than a cash take-over bid (offre publique d’achat) (exchange take-over bid (offre publique d’échange), share buy-back offer (offre publique de rachat), pre-public offering period or similar events) (a “Non-cash Public Offering”), mergers, de-mergers, reductions of share capital by reimbursement to the shareholders, change in the listing venue of the Shares, modifications of the by-laws (statuts) entailing a modification of the distribution of profits and generally any event having a dilutive or accretive effect on the Shares and/or entailing a modification of the portion of the net assets of Capgemini SE which is represented by one Share (such as an increase of the capital with preferential subscription rights for shareholders, free allotment of securities to all shareholders, grant of guaranteed value certificates, distributions of an extraordinary dividends, distributions of reserve in cash or allocation of portfolio securities or of any other asset,...).

In such situations, the amounts due under the SARs, including the Indemnity, the Gain, the Protected Average Increase, the Multiple and any parameter used for its determination could be modified and/or adjusted in order to preserve the initial financial balance for the benefit of the employee or his or her employer.

The amounts due under the SARs, including the Indemnity, the Gain, the Protected Average Increase, the Multiple and any parameter used for its determination may also be adjusted in the event of taxes (including any deduction or withholding), social charges and other duties or more generally in the context of a change in applicable laws, regulations or context (or a change in the official interpretation thereof) or a change in the registered office of Capgemini SE, affecting the transactions entered into by the employers in order to hedge their obligations under the SARs (and more generally affecting the hedging of the Plan) (a “Change of Circumstances”). In such situations, the amounts due under the SARs, including the Indemnity, the Gain the Protected Average Increase, the Multiple and any parameter used for its determination could be modified and/or adjusted in order to preserve the initial financial balance for the benefit of the employee or his or her employer.

Moreover, the obligations of the Capgemini Group employer under the SARs that it has granted may be terminated in exchange for an early payment (if any is due) by each relevant employer under the SARs that it has granted:

- (A) if, further to the announcement of a Non-cash Public Offering, merger, de-merger, change in the listing venue of the Shares or Change of Circumstances, no modification or adjustment to the amounts due under the SARs, including the Indemnity, the Gain, the Protected Average Increase, the Multiple and any parameter used for its determination, would allow to preserve the initial financial balance for the benefit of the employee or his or her employer; or
- (B) upon occurrence of (i) a decrease in the liquidity of the Shares (or the shares to be substituted in the context of a merger, demerger or public offering (or after the announcement of the later)) or in the case of an increase in the cost of securities lending transactions over the Shares (or over the shares to be substituted in the context of a merger, demerger or public offering (or after the announcement of the later)), (ii) the announcement of a cash take-over bid (offre publique d’achat), (iii) the announcement of a delisting of the Shares on Euronext Paris, or (iv) the announcement of a nationalization, or the occurrence of a winding-up, dissolution, reorganization, or any insolvency proceeding (or any similar event or proceeding) related to Capgemini SE.

The amount of this early payment may be different (i.e., less than or greater than) than the amount that would otherwise be determined applying the Indemnity, Gain and Protected Average Increase calculation methods described above.

Any change, adjustment or termination in respect of any of the events referred to in the above paragraphs, and any payment due, shall be determined by the employer in its sole discretion.

To the extent that a market disruption or disturbance occurs on any day and at the time that any calculation or recording in respect of the Shares is to be made, the calculation, share price recording and related payments may be deferred, if advisable or necessary in the view of the employers granting the SARs and, if such disruption or disturbance continues, the employers may make a determination of the amount to be calculated or recorded.

Change of Control

What will happen to my participation in the Plan if there is a change of control of Capgemini?

A change of control could result from a merger, acquisition, spin-off, split-off, split-up or similar transaction involving all or part of Capgemini. A change of control does not, in itself, result in any changes in the terms of the Plan. However, if a change of control results in changes to the capital of Capgemini, the number of the Shares deposited with the Custodian on your behalf or the Shares purchased on your behalf may be exchanged for other shares, cash or other property. As a result of the Holding Period, you may not be able to tender the Shares deposited with the Custodian on your behalf if a third party makes a tender offer for Shares.

Furthermore, the amounts due to you under the SARs that you receive may be adjusted and/or the ESOP terminated as described under the heading "Exceptional Situations and Adjustment Events." Any such change or adjustment may have tax consequences that differ from those described in this U.S. Supplement; provided, however, that no such change or adjustment will change the timing or form of payment under the SARs in a manner that would result in adverse tax consequences to you under Section 409A. In any such event, you will receive a notice specifying all relevant details of such transaction and the operation of the Plan following such transaction.

In addition, if your employment with the Capgemini Group terminates as a result of your employer ceasing to be a member of the Capgemini Group in connection with a change of control, an Early Exit Event will be deemed to occur and your SARs will be settled as described above in this U.S. Supplement under the headings "What happens upon an Early Exit Event" and "Settlement at the End of the Holding Period or on Early Exit Event."

Please note that the Protected Average Price, the Multiplier, the Reference Price, the Shares, the number of Shares deposited with the Custodian on your behalf or any other term of the Plan may be adjusted or the Plan may be terminated prior to the end of the Holding Period in the case of a Change of Control as outlined in this U.S. Supplement under the heading "Exceptional Situations and Adjustment Events".

Management of the Plan

Who will be responsible for managing the Plan?

Capgemini and the other members of the Capgemini Group will be responsible for managing the Plan and the offering of Shares to employees of the Capgemini Group throughout the world. All determinations made by Capgemini or your employer under the Plan (e.g., a determination concerning the eligibility criteria, the applicable exchange rate, calculation of the maximum amount you are permitted to invest or the number of Shares allocated to you) will be final and binding. Capgemini reserves the right to amend any of the terms set forth in this U.S. Supplement or any of the other documents you receive in connection with the Plan, or to terminate the offering, at any time, except that no such amendment or termination shall be made that would adversely affect your rights in any Shares that you have already purchased.

By participating in the Plan, you will appoint Capgemini North America, Inc. (the "Agent"), for the purpose of (i) taking any and all actions, including entering into custody arrangements, (ii) entering into agreements with the plan administrator and custodian relating to the holding of your Shares pursuant to the ESOP and (iii) agreeing on your behalf to modifications or adjustments to the ESOP that may be necessary or advisable in its view to adapt to legal, regulatory or tax issues that may emerge.

No Effect on Your Employment

Will the decision to subscribe or not to subscribe affect my employment?

Your decision whether or not to participate in the Plan is entirely personal. Your decision will have no effect, either positive or negative, on your employment with Capgemini.

Nothing contained in this U.S. Supplement or in any other materials distributed or made available to you in connection with the Plan shall confer upon you any right or entitlement respecting your employment. Without limiting the generality of the foregoing, nothing contained in this U.S. Supplement or in any related materials shall give you or any other employee any right to continued employment with any U.S. subsidiary of Capgemini, Capgemini itself or any other affiliate of Capgemini, or interfere in any way with the rights of your employer, subject to the terms of any separate employment agreement or of applicable law to the contrary, to at any time terminate your employment or increase or decrease your compensation from the rate in effect at any time.

Important Legal Information

Is the U.S. employee offering subject to ERISA?

The Plan is not subject to any provisions of the Employee Retirement Income Security Act of 1974, as amended (commonly known as “ERISA”).

Is there a plan document for the ESOP?

The ESOP is a “compensatory benefit plan” within the meaning of Rule 701 (c)(2) under the Securities Act. This U.S. Supplement constitutes the “plan document” within the meaning of that Rule and, except as otherwise provided in this U.S. Supplement, governs the terms of your participation in the Plan. In the event of any conflict between this U.S. Supplement and the Brochure or any other employee communication materials that have been made available to you in connection with the Plan, this U.S. Supplement will control. In the event of any inconsistency between any such materials and the agreements documenting the terms of the Plan, the agreements will control.

Is this offering being registered with the U.S. Securities and Exchange Commission (the “SEC”)?

The Shares are being offered pursuant to an exemption from registration with the SEC. As a result, the Shares may not be resold in the United States without registration unless there is an available exemption from registration with the SEC.

The Shares being offered for sale in the Plan have not been recommended by any federal or state securities commission or regulatory authority, nor have any of these authorities confirmed the accuracy or determined the adequacy of this U.S. Supplement or any other materials being distributed or made available to you in connection with the Plan.

If you have any questions regarding this offering, please contact your local Human Resources Department.

Custody Arrangements

Who will hold my Shares and keep me informed during the Holding Period?

Employees outside the United States who purchase Shares in Capgemini’s worldwide offering will generally be required to hold their Shares through a French collective employee shareholding vehicle established under the Capgemini Group Savings Plan. Because of U.S. legal constraints, it is not possible for eligible U.S. employees to hold Shares through the French collective employee shareholding vehicle. Instead, U.S. employees will hold their Shares directly with the Custodian (Uptevia, a French financial institution).

Capgemini may from time to time make changes to the custody structure and terms and/or require additional certifications on your behalf regarding, among of other things, your country of residency (based on available information). By participating in the Plan, you are deemed to consent to such changes and to agree that the Agent may implement them on your behalf. You further agree that the Agent may make such additional certifications on your behalf.

What do I need to do to sell my Shares?

You may sell Shares you purchase in the Plan only after the end of the Holding Period.

If an Early Exit Event occurs, such Shares will automatically be sold (see further information above, under the heading “Settlement at the End of the Holding Period or Early Exit Event”).

In the event you elect to hold any Shares at the Custodian after the end of the Holding Period, you will be responsible for any fees or expenses relating to a subsequent sale or transfer of your Shares.

Who is responsible for fees that are charged by the Custodian?

The Custodian’s fees for maintaining the ESOP 2024 accounts, as well as the Administrator fees, are paid by your employer (the Participating U.S. Subsidiary). If, at the end of the Holding Period, you choose to keep your Shares in lieu of a cash payment, you may transfer your Shares into your personal brokerage account and you will be responsible for any fees associated with such account and for any transaction fees associated with the sale of your Shares.

Capgemini reserves its right to transfer the Shares subject to the ESOP to another custody account or another Custodian, as it may designate.

Am I responsible for informing my employer of changes to my mailing address?

Yes. You are responsible for informing your employer of any changes to your mailing address. Your employer will inform the Administrator of your address change. The Administrator will update your file in their record keeping system and instruct the Custodian to update your account information. This is important for you to do because you will not receive a certificate at the time your Shares are issued.

In the event that you are no longer employed by Capgemini after the Holding Period, and you hold Shares at the Custodian, you will be required to inform the Custodian of any changes to your mailing address according to the Custodian's standard procedures.

U.S. and French Income Tax Summary

Set forth below is a general discussion of the expected material U.S. federal income tax and French income tax consequences to U.S. Plan participants.

This discussion assumes that you are a U.S. citizen or a resident of the United States for U.S. federal income tax purposes and that you are not also a resident of France or any other country. As such, you are entitled to the benefits of the Convention between the United States of America and the French Republic for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income and Capital of August 31, 1994, as amended (the "Treaty"), under the "Limitation on Benefits" article thereof.

This discussion is based on the Treaty and current law, both of which could change at any time in a manner that could affect the tax consequences described below (possibly on a retroactive basis).

This discussion does not purport to address all aspects of U.S. federal income taxation or French income taxation that may be relevant to you in light of your personal circumstances, nor does it deal with the possible application of state, local or other tax laws.

You are strongly urged to consult your personal tax advisor regarding the tax consequences of purchasing, holding and disposing of Shares (including the possible effect of changes in tax laws) based on your particular circumstances.

Important Note: This document is not intended as legal or tax advice. Accordingly, any tax information provided in this document is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer.

Taxation at the time of Subscription

Taxation of the Shares purchased with your Personal Contribution

In the 2025 ESOP, you will have the opportunity to subscribe for Shares at a 12.5% discount. The share price discount will constitute taxable compensation at the time of subscription.

In connection with your purchase of shares you will recognize income for 2025 in the amount of and be taxed on, the difference between (i) the fair market value of the shares that you purchase valued at the close of the Revocation Period and (ii) your actual purchase price of the shares. Please note that this difference may be greater or less than the 12.5% discount. While there are restrictions on your ability to sell shares you purchase for as long as five years after purchase, the federal tax laws require that the valuation be based on the fair market value of the shares when they are transferred to you without regard to these restrictions. Your employer will include the appropriate amount on your Form W-2 for 2025 as additional compensation.

This income will be subject to payroll withholding of U.S. federal income tax and Social Security charges at or around the time the shares are transferred to your account, once your employer has calculated the amount of income. While ordinary income is subject to tax at progressive U.S. federal income tax rates of up to 37% (depending on your personal tax bracket), such income is generally classified by your employer as supplemental wages and subject to U.S. federal income tax withholding at a flat rate of 22%.

Social Security charges include Old-Age, Survivors, and Disability Insurance ("OASDI") and Medicare taxes under the U.S. Federal Insurance Contribution Act ("FICA"). For 2025, the OASDI component of FICA will be imposed at a rate of 6.2% on the first \$176,100 of wages. Additionally, Medicare tax will be imposed at a rate of 1.45% on all wages (employees will pay an additional 0.9% Medicare tax on wages in excess of \$200,000 (\$250,000 for married couples filing jointly, \$125,000 for married taxpayers filing a separate return). Tax rates may change over time.

State and local income tax withholding may also apply depending on your state of residence.

Taxation of the SARs that you receive

Receiving SARs in the ESOP should not result in any U.S. federal income tax, FICA tax or French income tax at the time of subscription. Taxation during the Holding Period is described below.

Tax treatment of dividends paid on the Shares that you purchased

Dividends will be subject to a withholding tax in France and will be taxable in the United States. Under French domestic law, dividends paid by a French company to non-residents of France, whether in cash or shares, are subject to withholding tax in France at the rate of 12.8%. This rate is 75% if the dividends are paid to a bank account opened in a Non Cooperative State or Territory (“NCST”)².

Subject to certain exceptions for short-term and hedged positions, the U.S. dollar amount of dividends received will be subject to taxation at a maximum rate of 20% if the dividends are “qualified dividends”. Dividends paid on Capgemini shares will be eligible for treatment as “qualified dividends” if you hold the shares for more than 60 days during the 121-day period that began 60 days before the ex-dividend date (the ex-dividend date is the first date following the declaration of a dividend on which the buyer of a share is not entitled to receive the next dividend payment). Non-qualified dividends are taxed at the rates applicable to ordinary income.

In general, FICA taxes are not imposed on dividend income. However, your dividend income may be subject to a 3.8% Medicare tax. This tax is imposed on net investment income, which generally includes income from dividends (including qualified dividends), if a taxpayer’s modified adjusted gross income is higher than a threshold amount.

If Capgemini pays a dividend in any year while you are holding shares purchased in the offering, the Custodian will send you details for use in completing your income tax return. The Custodian will also inform you of the amount of French withholding tax that was deducted from your dividend payment.

Subject to certain conditions and limitations, you may claim the French withholding tax as a credit against your U.S. federal income tax liability or alternatively as a deduction. You should consult your own tax advisor in this regard.

Taxation at end of Holding Period or upon an Early Exit Event

In accordance with the expected U.S. federal income tax treatment of the Plan as a nonqualified stock option or stock appreciation right program, the excess, if any, of the total fair market value of the Shares and/or cash you are entitled to receive at the end of the Holding Period or upon the occurrence of an Early Exit Event (the “**Tax Value Date**”) over your Personal Contribution will be treated as ordinary income for U.S. federal income tax purposes and will be reported on your federal Form W-2 for the year in which the Tax Value Date occurs.

What happens when I receive a payment under the SARs ?

You will recognize income in respect of any payment that you receive in respect of your SARs, under the Indemnity and Gain features, in the year in which such payment is made. Your employer will include the appropriate amount on your Form W-2 for that year as additional compensation.

This income will be subject to payroll withholding of U.S. federal income tax and Social Security charges at or around the time the shares are transferred to your account, once your employer has calculated the amount of income. While ordinary income is subject to tax at progressive U.S. federal income tax rates of up to 37% (2025 rate, depending on your personal tax bracket), such income is generally classified by your employer as supplemental wages and subject to U.S. federal income tax withholding at a flat rate currently of 22%.

Social Security charges include OASDI and Medicare taxes under FICA. For 2025, the OASDI component of FICA will be imposed at a rate of 6.2% on the first \$176,100 of wages. Additionally, Medicare tax will be imposed at a rate of 1.45% on all wages (employees will pay an additional 0.9% Medicare tax on wages in excess of \$200,000 (\$250,000 for married couples filing jointly, \$125,000 for married taxpayers filing a separate return). Tax rates may change over time.

State and local income tax withholding may also apply depending on your state of residence.

What happens when I sell my shares ?

You may recognize capital gain or loss for U.S. federal income tax purposes when you sell or exchange your Shares. You should not,

² The list of the NCST can be modified each year. The states and territories designated as NCSTs are currently the following: Anguilla, Bahamas, Seychelles, Turks and Caicos Islands and Vanuatu.

however, be subject to French income tax in connection with any gain derived from the sale or exchange of such Shares.

Any U.S. capital gain or loss will be measured by the difference between the amount you realize upon the sale or exchange and your tax basis in the Shares sold or exchanged. Your tax basis will equal the Personal Contribution you paid for the Shares (in U.S. dollars) plus any amount included in your U.S. federal Form W-2 with respect to the Shares sold.

Your U.S. capital gain or loss will be long-term or short-term, depending on whether you hold the Shares for more than a year from the start of your Tax Holding Period (the "Tax Holding Period") for the Shares. Your Tax Holding Period will begin on the day after the first day you may sell or exchange your Shares. Thus, your Tax Holding Period will begin on December 19, 2030. Long-term capital gains are subject to a reduced tax rate under current law (currently at a maximum of 20% for 2024). Short-term capital gains are generally subject to U.S. federal income tax at the same rates that apply to ordinary income (currently, the maximum federal tax rate is 37%). Your capital gains may be subject to an additional 3.8% Medicare tax. This tax is imposed on your net investment income, which includes capital gains, if your modified adjusted gross income is higher than a threshold amount. The amount of net investment income subject to this new tax is the lesser of (a) your total net investment income or (b) the amount of your modified adjusted gross income that exceeds the threshold.

What are my reporting obligations?

In any year in which you recognize income or gains related to the Shares or the SARs, you will be required to report the relevant amount(s) on your annual federal income tax form (e.g., Form 1040) and any applicable state or local tax form. The relevant amounts will be reported to you on Form W-2 to the extent payment is treated as compensation or on a Form 1099 to the extent that you receive them from the share custodian. Any amount paid by your employer and reported on your Form W-2 will be subject to the applicable payroll withholding taxes. Taxes will be withheld on the subscription discount and any payment under the SAR at the statutory withholding rate. If this rate is less than your applicable marginal tax rate, you will be responsible for paying any additional tax due either through estimated tax payments or upon filing your annual income tax return.

The Bank Secrecy Act requires individuals in the United States who own a foreign bank account, brokerage account, mutual fund, unit trust, or other financial account to file a FinCEN Form 114, Report of Foreign Bank and Financial Authority ("FBAR"), if:

1. The person has financial interest in, signature authority, or other authority over one or more accounts located outside of the United States; and
2. The aggregate value of all foreign financial accounts exceeds \$10,000 at any time during the calendar year reported.

Your account with Uptevia will be considered a foreign financial account for these purposes. Accordingly, you will be required to file the FBAR if the value of your Capgemini shares, when combined with the value of any other foreign financial accounts in which you have an interest, exceeds \$10,000. The FBAR must be filed electronically and is due April 15 following the calendar year being reported on.

In addition, you may be required to file Form 8938 with the Internal Revenue Service with respect to "specified foreign financial assets," including Capgemini shares, if total foreign assets that you hold outside the United States exceed a threshold that, depending on individual circumstances, can be as low as \$50,000. Form 8938 is filed with your annual tax return.

Special Rules for Deferred Compensation Plans

Section 409A imposes rules for the design and administration of certain nonqualified deferred compensation plans. The offering of Shares and the SARs are intended to meet the requirements of, or be exempt from, Section 409A and shall be interpreted and construed consistent with that intent. If any provision of the offering of Shares or the SARs would, in the reasonable, good faith judgment of Capgemini, result or likely result in the imposition on a participant, a beneficiary or any other person of any additional tax, accelerated taxation, interest or penalties under Section 409A, Capgemini may modify the terms of the applicable documents, or may take any other such action, without the consent of the participant or such other person, in the manner that Capgemini may reasonably and in good faith determine to be necessary or advisable to avoid the imposition of such additional tax, accelerated taxation, interest, or penalties or otherwise comply with Section 409A. This provision does not create an obligation on the part of Capgemini to modify any document and does not guarantee that the offering of Shares or the SARs will not be subject to additional taxes, accelerated taxation, interest or penalties under Section 409A.

In the event that any payment or benefit made under the offering of Shares or the SARs would constitute payments or benefits pursuant to a nonqualified deferred compensation plan within the meaning of Section 409A and, at the time of a your "Separation from Service" (within the meaning of Section 409A), you are a "specified employee" (within the meaning of Section 409A), then any such payments or benefits shall be delayed until the six-month anniversary of the date of such your Separation from Service. Each payment of compensation made pursuant to the offering of Shares shall be treated as a separate and distinct installment payment from all other such payments for purposes of Section 409A. The actual date of payment shall be within the sole discretion of Capgemini. In no event will you be permitted to control the year in which payment occurs.

Summary chart

Subject to the more detailed explanation above, the following chart summarizes the expected tax consequences discussed above³. It is intended only for use as a quick reference, and you should consult the above discussion and your personal tax advisor for more details.

Event	Expected Tax Consequences in respect of the Share purchased	Expected Tax Consequences in respect of the SARs received
Subscription	Share Purchase : U.S. ordinary income and employment tax on the difference between the fair market value of the Shares received and the price you pay for them in U.S. dollars	SAR grant : No U.S. or French tax consequences
During the Holding Period	Dividends received are subject to French withholding tax and US dividend tax	No U.S. or French tax consequences
End of Holding Period	At the time of sale of the Shares, taxable capital gain or loss, which will be long-term if Shares are held for more than one year from the day after the first day you may sell or exchange your Shares	At the time of payment under the SARs, U.S. ordinary income and employment tax on the cash received (Indemnity and Gain)

Risk Factors

In this section, we describe risks relevant to an investment in the Plan. As used in this section, “we,” “our,” and “us” refer to Capgemini.

You should carefully consider the information contained in this section and elsewhere in this U.S. Supplement before submitting a subscription and making a final decision to invest pursuant to the Plan.

Any of the risks described in this section and in any new or additional information that you may receive from us could materially adversely affect our business, financial condition and results of operations and, consequently, the value of the Shares. The risks described below are not the only ones we face. Additional risks not known at this time or that are now considered immaterial may also impair our financial condition and results of operations during the Holding Period.

To aid in your understanding, we have divided this section into two subsections: Risks Related to Our Business and Risks Related to Ownership of the Shares and Participation in the Plan.

Risks related to our business

A current discussion of risks related to our business is included in Capgemini’s Universal Registration Document for the year ended December 31, 2024, which should be read in connection with the June 30, 2025 half year report. Both documents are available through Capgemini’s website at <https://investors.capgemini.com/en/>.

Any cross-references in the business risk discussion are to the 2024 Universal Registration Document.

Risks related to ownership of the Shares and participation in the Plan

The amounts you may receive under the Plan may be adjusted in certain exceptional circumstances, and you may, in such cases, receive less than the Gain. In such circumstances, you may also lose some or all of your Personal Contribution.

Under the terms of the Plan, you will be required to deposit your Shares with the Custodian for approximately five years and you will not be allowed to sell or encumber the Shares deposited with the Custodian for five years, unless an Early Exit Event occurs. This means that you will not be able to sell your Shares in order to take advantage of gains if the price of the Shares increases or decreases.

Because the Shares are denominated in Euros, the amount of your gains will be subject to changes in value between the Euro and the U.S. dollar. Thus, if the Euro appreciates in value against the U.S. dollar, the value of your gains will go up, and if the Euro depreciates against the U.S. dollar, the gains may be worth less. You are, however, protected against this risk on the amount of your Personal Contribution. The base price for the Shares (the Subscription Price) in the Plan is an amount expressed in Euros. In

³ This chart assumes that an investment in the Plan through ESOP 2025 is treated, for U.S. federal income tax purposes, as the issuance of a non-qualified stock option or stock appreciation right. See the more detailed explanation above.

order to make the Plan available around the world, Capgemini has arranged for investors in the Plan in most countries to pay for their Shares in the currency of their home country. In the United States, investors will pay for their Shares in U.S. dollars.

The amount of appreciation on your Shares that you will be entitled to at the end of the Holding Period or upon an Early Exit Event (if any) will be influenced by a number of factors, including the Final Exchange Rate or the prevailing Euro/U.S. dollar exchange rate upon the occurrence of an Early Exit Event. In addition, if you elect to keep any Shares acquired through participation in the Plan at the end of the Holding Period, you will continue to bear the risk of currency exchange rate fluctuations, as well as the risk of fluctuations in the price of the Shares, until the date you sell your Shares.

If you would like to be certain that the value of the property that you receive at the end of the Holding Period will not be affected, either positively or negatively, by any changes in the value of the Shares or fluctuations in the Euro/U.S. dollar exchange rate in the days immediately preceding the end of the Holding Period, you should consider electing to sell your Shares at the end of the Holding Period.

Risks related to exceptional events and adjustment events

In addition, as discussed above under the heading “Exceptional Situations and Adjustment Events”, the Indemnity, Gain, Protected Average Increase, the Multiplier, the Reference Price, the number of SARs or any other term of the SARs may be adjusted in the case of certain exceptional circumstances. As a result of an adjustment in connection with such an event, you may receive a lower amount than you would have had no adjustment occurred.

Furthermore, the occurrence of certain exceptional events may also result in a termination of the SARs or result in you receiving less than your Personal Contribution. The Indemnity applicable to your Personal Contribution is also dependent upon your respecting the terms of the SARs. Please refer to the discussions above under the heading “Exceptional Situations and Adjustment Events” for more information regarding risks related to exceptional events, adjustment events and termination of the SARs.

U.S. holders of Shares will be unable to participate in rights offerings and similar transactions in the future.

U.S. securities laws may restrict the ability of U.S. persons who hold Shares to participate in certain rights offerings or share or warrant alternatives that we may undertake in the future in the event we are unable to choose not to register those securities under the U.S. securities laws and are unable to rely on an exemption from registration under those laws. Although we are not currently planning any transaction of this type, we may take such actions in the future and there can be no assurance that it will be feasible to include U.S. persons in those actions. If we issue any securities of this nature after the end of the Holding Period, the Custodian may sell those securities for the benefit of the U.S. holders. We cannot offer any assurance as to the value, if any, the Custodian would receive upon the sale of those securities.

Appendix A

List of Participating U.S. Subsidiaries*

- Cambridge Consultants Inc.
- Capgemini North America, Inc.
- Capgemini America, Inc.
- Capgemini Technologies LLC
- Capgemini Government Solutions LLC
- Capgemini Business Services USA LLC
- Purpose Campaigns LLC

* Note: employment by a branch office of a Participating U.S. Subsidiary shall not constitute employment by a Participating U.S. Subsidiary unless such branch office is, itself, listed above.