

**The Board of Directors of Capgemini has set the compensation of the Chief Operating Officers in the context of their entry into functions, effective as at January 1, 2018**

**(Communication made in compliance with the recommendations of the AFEP-MEDEF Code and of article L 225-41-1 of the French Commercial Code)**

The Board of Directors of December 6, 2017 has set, on a proposal from the Compensation Committee, the compensation components of Mr. Thierry Delaporte and Mr. Aiman Ezzat, whose respective terms of office will become effective on January 1, 2018, and whose employment agreements will be suspended for the entire duration of their term of office.

The compensation components which have been set mainly on the basis of existing practices will be reviewed in the context of the adoption, by the Board of Directors, of the Chief Operating Officers' compensation policy applying to the financial year 2018, which will be subject to the vote of the shareholders during the general meeting called to approve the financial statements ended December 31, 2017.

**Mr. Thierry Delaporte's compensation**

Fixed part

The fixed part of Mr. Thierry Delaporte's annual compensation is set at a gross amount of EUR 885,000, representing 60% of the aggregate theoretical compensation where all the objectives have been reached.

Variable part

The Board of Directors decided that Mr. Thierry Delaporte shall benefit from an annual variable compensation composed of a V1 variable part tied to performance indicators and to the Group's consolidated results, and of a V2 variable part based on the attainment of individual objectives.

This annual variable compensation will be equal to 40% of the aggregate theoretical compensation where all objectives have been reached. Each of the V1 and V2 parts may vary between 0% and a cap set at 200% of its theoretical amount. In addition, the weighted performance of the financial indicators of the V1 part will vary in 2018 in accordance with the following formula:

- the amount of the V1 part is nil if the weighted performance of the financial indicators is less than, or equal to, 75%;
- the amount of the V1 part can reach twice the theoretical amount if the weighted performance is greater than, or equal to, 125%;

varying on a straight-line basis between these two limits.

The calculation procedure and the objectives of this variable part of the compensation will be set each year by the Board of Directors, on the proposal from the Compensation Committee. The Board of Directors decided that the calculation procedure, the Company's internal performance indicators taken into account for the calculation of the V1 part, and the level of weighting associated to each indicator, as well as the individual objectives of the V2 part for Mr. Thierry Delaporte with respect to the financial year 2018, will be set by the Board of Directors, on the proposal from the Compensation Committee, during the meeting during which the results of the financial year ended December 31, 2017 will be adopted.

### Long saving plan

The Board of Directors, on the proposal from the Compensation Committee, decided that Mr. Thierry Delaporte shall continue to be entitled to benefit from the long saving mechanism from which he used to benefit as a member of the Group's Executive Committee. This plan consists in the payment of an annual allowance, at least half of which shall be allocated to a third party body in the context of a supplementary optional pension insurance (Article 82), the rest of the allowance in cash being kept by Mr. Thierry Delaporte, considering the immediate taxability upon entry of this mechanism. This allowance would be made in the following conditions:

- the allowance is subject to the satisfaction of performance conditions, the objectives of which are set in the same conditions as for the determination of the V1 variable part of the annual variable compensation;
- the amount of the allowance where all the objectives have been reached is equal to 40% of the fixed part composing the annual compensation; it will vary according to the weighted performance of the financial indicators used for the V1 part;
- the payment of the allowance with respect to year N, subject to the satisfaction of the performance conditions for year N, is deferred as follows:
  - 50% of the amount calculated would be paid in year N+1;
  - 50% of the amount calculated would be paid in year N+2, provided that the Chief Operating Officer shall be present in the Group as at June 30 of year N+2.

The calculation procedure and the objectives related to this allowance will be set each year by the Board of Directors, on the proposal from the Compensation Committee. The Board of Directors decided that the calculation procedure, the Company's internal performance indicators taken into account for the calculation of the V1 part, and the level of weighting associated to each indicator with respect to the financial year 2018, will be set by the Board of Directors, on the proposal from the Compensation Committee, during the meeting during which the results of the financial year ended December 31, 2017 will be adopted.

### Other items

In addition to the above-mentioned items, the structure of Mr. Thierry Delaporte's compensation will also comprise the allocation of equity instruments, subject to performance conditions only, and, at Mr. Thierry Delaporte's option, the provision of a company car.

## **Mr. Aiman Ezzat's compensation**

### Fixed part

The fixed part of Mr. Aiman Ezzat's annual compensation is set at a gross amount of EUR936,000, representing 60% of the aggregate theoretical compensation where all the objectives have been reached.

### Variable part

The Board of Directors decided that Mr. Aiman Ezzat shall benefit from an annual variable compensation composed of a V1 variable part tied to performance indicators and to the Group's consolidated results, and of a V2 variable part based on the attainment of individual objectives.

This annual variable compensation will be equal to 40% of the aggregate theoretical compensation where all objectives have been reached. Each of the V1 and V2 parts may vary between 0% and a cap set at 200% of its theoretical amount. In addition, the weighted performance of the financial indicators of the V1 part will vary in 2018 in accordance with the following formula:

- the amount of the V1 part is nil if the weighted performance of the financial indicators is less than, or equal to, 75%;
- the amount of the V1 part can reach twice the theoretical amount if the weighted performance is greater than, or equal to, 125%;

varying on a straight-line basis between these two limits.

The calculation procedure and the objectives of this variable part of the compensation will be set each year by the Board of Directors, on the proposal from the Compensation Committee. The Board of Directors decided that the calculation procedure, the Company's internal performance indicators taken into account for the calculation of the V1 part, and the level of weighting associated to each indicator, as well as the individual objectives of the V2 part for Mr. Aiman Ezzat with respect to the financial year 2018, will be set by the Board of Directors, on the proposal from the Compensation Committee, during the meeting during which the results of the financial year ended December 31, 2017 will be adopted.

### Long saving plan

The Board of Directors, on the proposal from the Compensation Committee, decided that Mr. Aiman Ezzat shall continue to be entitled to benefit from the long saving mechanism from which he used to benefit as a member of the Group's Executive Committee. This plan consists in the payment of an annual allowance, at least half of which shall be allocated to a third party body in the context of a supplementary optional pension insurance (Article 82), the rest of the allowance in cash being kept by Mr. Aiman Ezzat, considering the immediate taxability upon entry of this mechanism. This allowance would be made in the following conditions:

- the allowance is subject to the satisfaction of performance conditions, the objectives of which are set in the same conditions as for the determination of the V1 variable part of the annual variable compensation;
- the amount of the allowance where all the objectives have been reached is equal to 40% of the fixed part composing the annual compensation; it will vary according to the weighted performance of the financial indicators used for the V1 part;
- the payment of the allowance with respect to year N, subject to the satisfaction of the performance conditions for year N, is deferred as follows:
  - 50% of the amount calculated would be paid in year N+1;
  - 50% of the amount calculated would be paid in year N+2, provided that the Chief Operating Officer shall be present in the Group as at June 30 of year N+2.

The calculation procedure and the objectives related to this allowance will be set each year by the Board of Directors, on the proposal from the Compensation Committee. The Board of Directors decided that the calculation procedure, the Company's internal performance indicators taken into account for the calculation of the V1 part, and the level of weighting associated to each indicator with respect to the financial year 2018, will be set by the Board of Directors, on the proposal from the Compensation Committee, during the meeting during which the results of the financial year ended December 31, 2017 will be adopted.

#### Other items

In addition to the above-mentioned items, the structure of Mr. Aiman Ezzat's compensation will also comprise the allocation of equity instruments, subject to performance conditions only, and, at Mr. Aiman Ezzat's option, the provision of a company car.

#### **Severance indemnity due in the event of a termination of the functions of Chief Operating Officer**

The December 6, 2017 Board of Directors on the proposal from the Compensation Committee, has in addition, authorized, subject to the condition precedents (i) of the approval of the Chief Operating Officer' compensation policy by the general meeting and (ii) of the renewal of their mandates as Chief Operating Officer following the upcoming general meeting, the principle of a severance indemnity which would be due to each Chief Operating Officer in the event of a termination of their corporate office.

No Severance Indemnity shall be due if the Chief Operating Officer leaves the Company on his own initiative, changes functions within the Group, is entitled to assert in a near future his rights to retirement, or in the event of a gross negligence or serious misconduct.

The aggregate amount (i) of the severance indemnity effectively paid, (ii) of any indemnity likely to be paid in connection with the termination of an employment agreement, and (iii) of any indemnity likely to be paid in consideration for the non-compete undertaking, may not exceed a maximum amount equal to twice the applicable gross theoretical compensation (fixed plus variable) as at the date of termination of said functions.

The granting and the amount of the severance indemnity depend on the percentage of achievement of the weighted performance of the financial indicators due to the Chief Operating Officer in regard to his V1 variable part during each of the last three completed financial years preceding the termination of his functions as Chief Operating Officer, being specified that the last year will count for 40%, while the two previous financial years will count for 30% each. The granting and the amount of the V1 variable part being subject to performance indicators and to the Group's consolidated results, the severance indemnity is as a result subject to the satisfaction of these same performance conditions.

The Board will have to ensure the effective achievement of these performance criteria.

In accordance with article L. 225-42-1 of the French Commercial Code, the commitments made by the Board of Directors *vis-à-vis* Mr. Thierry Delaporte and Aiman Ezzat with respect to the Severance Indemnity will be subject to the approval of the next general meeting of the shareholders.

### **Non-compete undertaking**

Subject to the condition precedents (i) of the approval of the Chief Operating Officer' compensation policy by the general meeting and (ii) of the renewal of their mandates as Chief Operating Officer, following the upcoming general meeting, the Board of Directors upon a proposal of the Compensation Committee decided that each Chief Operating Officer shall be subject to a non-compete undertaking for a period of twelve months as from the termination of his employment contract following termination of his functions of Chief Operating Officer against an indemnity equal to half of the applicable gross theoretical compensation (fixed plus variable) where all the objectives have been reached as at the date of termination of the functions of Chief Operating Officer. The Board of Directors will be entitled, at its own discretion, to lift this non-compete obligation on departure of the Chief Operating Officer and therefore in such case, not to implement this non-compete indemnity.

Pursuant to article L. 225-42-1 of the French Commercial Code, the commitments made by the Board of Directors *vis-à-vis* Mr. Thierry Delaporte and Aiman Ezzat with respect to the non-compete clause will be subject to the approval of the next general meeting of the shareholders.