

To: CGI Group Inc. (*CGI*)
1130 Sherbrooke Street West
Montréal
Québec
H3A 2M8
Canada

27 April 2012

Dear Sirs

Project Cargo

CGI has expressed an interest in making a recommended offer (to be implemented by way of a scheme of arrangement or a takeover offer) to acquire Logica plc (*Logica*) in a transaction that the board of directors of Logica would be prepared to recommend to its shareholders (the *Transaction*). Logica is prepared to make certain confidential information relating to Logica and its group available to CGI in connection with the Transaction on the terms of this letter.

In consideration of Logica disclosing certain Confidential Information to CGI, CGI agrees and undertakes to Logica in the terms of this letter.

Definitions

1. In this letter:

Authorised Recipients means each of CGI's Connected Persons who reasonably needs access to Confidential Information for the purposes of evaluating, negotiating, advising upon or implementing the Transaction;

Confidential Information means:

- (a) all information (in whatever form) supplied by or on behalf of Logica or any of Logica's Connected Persons to CGI or any of CGI's Connected Persons, whether before, on or after the date of this letter, in connection with the Transaction, together with any analyses, reports or documents which contain or reflect, or are derived or generated from, any such information;
- (b) the fact of your interest in acquiring Logica, the existence, status or progress of any negotiations or discussions relating to the Transaction and the existence and contents of this letter;

Connected Persons means, in relation to any party:

- (a) each of its group undertakings;
- (b) its and each of its group undertakings' directors, officers, employees, advisers, agents and representatives (and any directors, officers, employees and partners of any such advisers, agents and representatives);
- (c) any person in respect of whom Logica has given its prior express consent (and, for this purpose, it is acknowledged that Caisse de Dépôt et Placement du Québec,

Canadian Imperial Bank of Commerce and the Toronto Dominion Bank have received such consent) proposing to provide equity and/or debt finance to CGI for the purpose of financing the Transaction; and

- (d) any director, officer, employee, adviser, agent or representative of any person referred to in (c) above (and any directors, officers, employees or partners of any such adviser, agent or representative);

group undertakings shall be construed in accordance with section 1161 of the Companies Act 2006;

parties means CGI and Logica and *party* shall be construed as any one of these; and

Surviving Provisions means clauses 18, 19, 20, 22, 23, 24, 25, 26 and 27.

Duty of Confidentiality

2. Unless Logica gives its express consent in writing, CGI will, and will procure that each of its Connected Persons will:

- (a) hold the Confidential Information in strict confidence;
- (b) use the Confidential Information only for the purpose of evaluating, negotiating, advising upon or implementing the Transaction;
- (c) not disclose or distribute (or allow any other person to do the same) any of the Confidential Information, except as permitted by the terms of this letter; and
- (d) not make any announcement in relation to the Transaction or reveal to any person (including, for the avoidance of doubt, any Logica shareholder (including any directors, officers, employees, advisers, agents and representatives of such shareholder) or regulatory authority or body), other than an Authorised Recipient, that CGI (or any other person or entity) may be interested in acquiring Logica, or that negotiations or discussions are taking place with respect to such acquisition, or the status or progress of any such negotiations or discussions.

3. The undertakings in clause 2 above will not apply to information which:

- (a) at the time of supply is in the public domain;
- (b) subsequently comes into the public domain otherwise than as a result of a breach of this letter;
- (c) is already in CGI's lawful possession or that of any of CGI's Connected Persons and free from any obligation of secrecy or confidence;
- (d) subsequently comes lawfully into CGI's possession or that of any of CGI's Connected Persons from a source, other than Logica or any of its Connected Persons and which source, to the knowledge of CGI or CGI's Connected Persons, after due enquiry, does not owe Logica or any of its Connected Persons any obligation of confidentiality in relation to it; or
- (e) is disclosed by CGI only to the extent strictly necessary to defend litigation related to this letter or other litigation to which the information is relevant.

Permitted Disclosure

4. CGI, or any of CGI's Authorised Recipients, may disclose Confidential Information to any of its Connected Persons to the extent that such Connected Person reasonably needs access to that Confidential Information for the purpose of evaluating, negotiating, advising upon or implementing the Transaction, provided that:

- (a) CGI (or the relevant Connected Person making the disclosure) informs the Connected Persons concerned that the Confidential Information is confidential and of the existence and terms of this letter;
- (b) CGI complies with clause 8; and
- (c) CGI will maintain a list (or will ensure that lists are maintained) of the names of all Connected Persons (other than CGI, its group undertakings and its and its group undertakings' directors, officers and employees) who have received or have access to any Confidential Information (and CGI will promptly upon written request in writing from Logica supply a copy of such list (or lists) to Logica); for greater certainty, CGI will not be required to maintain a list of names of all individual Connected Persons who have received or have access to Confidential Information within an undertaking or organisation that is a Connected Person.

5. CGI, or any of its Authorised Recipients, may further disclose Confidential Information or any of the matters referred to in clause 2(d) to the extent such person is required to do so by applicable law or regulation or by a court of competent jurisdiction or any competent governmental, judicial or regulatory authority or body (including The Panel on Takeovers and Mergers and any relevant stock exchange on which such person's securities are admitted to trading), provided that before disclosing any such information CGI or the relevant Authorised Recipient will (to the extent permitted by law, applicable regulation or the relevant court, authority or body) use all reasonable endeavours to:

- (a) inform Logica of the basis on which disclosure is required;
- (b) take such steps as Logica may reasonably require, at Logica's reasonable expense, to resist or minimise such disclosure (except where such steps would result in significant adverse consequences for CGI or the Authorised Recipient concerned); and
- (c) consult in good faith with Logica with a view to agreeing with Logica the form, content and timing of the disclosure (to the extent reasonably practicable).

6. If CGI or any Authorised Recipient is not able to inform Logica before any Confidential Information or any of the matters referred to in clause 2(d) is disclosed under clause 5, CGI will (to the extent permitted by law, applicable regulation or the relevant court, authority or body) inform Logica as soon as practicable after the disclosure is made of the circumstances of the disclosure and the information that has been disclosed.

7. Nothing in this letter will prevent Logica either from making a public announcement in relation to any of the matters referred to in clause 2(d) or from making any public announcement as referred to in Rule 2.3(d) of the Takeover Code.

Obligation to procure compliance

8. CGI will procure that any of its Connected Persons that receives Confidential Information or who is aware of any of the matters referred to in clause 2(d) is aware of the terms of this letter and, in the case of any of its Connected Persons:

- (i) described in (a) of the definition of Connected Person, complies with the terms expressed to apply to it; and
- (ii) described in (b), (c) and (d) of the definition of Connected Person, complies with the confidentiality provisions,

of this letter as if it were a party to it.

9. CGI will indemnify Logica and hold harmless Logica and each of Logica's Connected Persons described in (a) and (b) of the definition of Connected Person on demand from and against all claims, demands, liabilities, losses, damages, costs and expenses suffered or incurred by Logica or any of Logica's Connected Persons described in (a) and (b) of the definition of Connected Person arising directly or indirectly from a breach of the terms of this letter by CGI or any of CGI's Connected Persons.

Destruction of Confidential Information

10. If Logica so requests CGI in writing at any time before completion of CGI's acquisition of Logica, CGI and its Connected Persons will promptly destroy all Confidential Information (including any analyses, reports or documents which contain or reflect, or are derived or generated from, any such information), provided that:

- (a) CGI may retain any Confidential Information contained in any board papers or minutes;
- (b) CGI and its Connected Persons shall only be required to take all reasonable steps to expunge or erase Confidential Information from any computer or other electronic device; and
- (c) CGI and any Connected Person will be permitted to retain one copy of any Confidential Information which is required to be retained by law or to satisfy the rules or regulations of any regulatory body or stock exchange or which it is customary or required to retain in accordance with the rules or recommendations of any relevant professional body,

(provided, in each case, that the provisions of this letter shall continue to apply to any Confidential Information retained in accordance with this clause 10 and any of the matters referred to in clause 2(d)).

11. CGI will, if Logica so request in writing, confirm in writing to Logica (signed by a director) that clause 10 has been complied with.

No representation or warranty

12. CGI will be responsible for making its own decision on the Confidential Information. CGI understands that the Confidential Information does not purport to be all inclusive and that no representation or warranty is made by or on behalf of Logica or any of its Connected

Persons (or shall be implied) as to the accuracy, reliability, completeness or reasonableness of the Confidential Information.

13. Accordingly, CGI agrees with Logica on its behalf and on behalf of each of CGI's Connected Persons that neither Logica nor any of its Connected Persons will:

- (a) have any liability to CGI or any other person resulting from the use of Confidential Information by CGI or them or any other person; or
- (b) be under any obligation to provide further information, to update the Confidential Information or to correct any inaccuracies, or to enter into or continue discussions or negotiations in respect of the Transaction.

The terms of this clause 13 may not be varied or terminated without the prior written consent of both CGI and Logica. This clause 13 does not exclude or limit any liability for, or remedy in respect of, fraudulent misrepresentation.

14. CGI acknowledges and agrees that neither Logica nor any of Logica's Connected Persons owes any duty of care to CGI, CGI's Connected Persons or any other person, and that no person other than Logica or any of its respective Connected Persons has any authority to make or give any statement, warranty, representation or undertaking on behalf of Logica in connection with the Transaction.

Authorised contact

15. Unless otherwise agreed between the parties, all communications with Logica in relation to the Transaction should be addressed to Andy Green, Chief Executive Officer of Logica or Logica's financial adviser, N.M. Rothschild & Sons Limited. In particular, neither CGI nor any of its Connected Persons shall contact or communicate with Logica's or its group undertakings' directors, officers, employees, shareholders, customers or suppliers in connection with the Transaction without Logica's prior written consent or, if applicable, in a communication permitted by any of clauses 3, 4 or 5.

Non-solicitation of customers and employees

16. CGI will not, and will procure that none of its group undertakings will, directly or indirectly, for a period of 12 months from the date of this letter, without Logica's prior written consent, employ or offer to employ, or solicit for employment or endeavour to entice away, any individual who is at any time during that 12 month period:

- (a) an officer of, or an employee holding an executive or management position with, Logica or any of its group undertakings and with whom CGI and/or its group undertakings had direct contact in their consideration of the Transaction; or
- (b) a member of the Lone Star Executive Committee, the "Group Legal Director", "Group Commercial Director" or "Chief Information Officer" or, in respect of each country business within the Lone Star business, the "President" (formerly known as the "Country CEO"), "Chief Financial Officer", "Sales Director" (also known as the "Chief Client Officer"), the relevant sector and service line "Managing Directors", "Operations Director", "HR Director" (also known as the "Chief People Officer"), "Head of Legal", "Head of Commercial" or "Chief Technical Officer",

provided that the placing of an advertisement of a post available to members of the public generally and the employment of any persons pursuant to any such advertisement shall not amount to a breach of this clause 16.

17. CGI will not, and will procure that none of its group undertakings will, directly or indirectly, for a period of 24 months from the date of this letter, without Logica's prior written consent, use in any way any Confidential Information in order to deal with or seek or agree to deal with, or seek the custom of, any of Logica's customers or customers of any of its group undertakings which is or has been such a customer at any time in the 24 months from the date of this letter or the 12 months before the date of this letter. Nothing in this clause 17 will prevent CGI or any of its group undertakings from dealing with any existing or prospective customers in the ordinary course of business, as long as CGI or they do not refer in any way to the Transaction or refer or use in any way any Confidential Information.

General

18. Without affecting any other rights or remedies that Logica may have, CGI and Logica acknowledge that a person with rights under this letter may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, a person bringing a claim under this letter will be entitled to the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of its terms, and no proof of special damages will be necessary to enforce this letter.

19. No failure or delay in exercising any right or remedy under this letter will operate as a waiver of it, nor will a single or partial exercise preclude any further exercise or the exercise of any other right or remedy.

20. CGI agrees that, save as set out herein, no right or licence is granted to CGI or its Authorised Recipients in relation to the Confidential Information.

21. CGI and Logica acknowledge and agree that the undertakings set out in this letter will terminate 24 months after the date hereof (except for (a) the Surviving Provisions and (b) those undertakings in clauses 15 and 16, which shall terminate when specified therein). Termination shall be without prejudice to any rights and liabilities which have accrued before termination or under any of the Surviving Provisions.

22. If any provision of this letter is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this letter, but without invalidating any of the remaining provisions.

23. Each of the parties' Connected Persons shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the obligations which are expressed in this letter to apply for its benefit (as amended from time to time), subject to and in accordance with:

- (a) the terms of clause 25 (Governing Law and Jurisdiction); and
- (b) the term that the parties to this letter may by agreement terminate or rescind or vary it in any way without the consent of any of the parties' Connected Persons.

24. Save as provided in clause 23, a person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

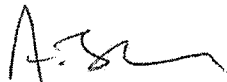
25. This letter and any non-contractual obligations arising out of or in connection with this letter, the relationship between the parties and the conduct of any negotiations for the acquisition of Logica shall be governed by, and construed in accordance with, English law, and each party irrevocably submits to the exclusive jurisdiction of the English courts.

26. This letter may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this letter by e-mail attachment (PDF) or telecopy shall be as effective as delivery of a manually executed counterpart of this letter.

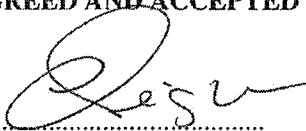
27. CGI will at all times, until the Transaction is terminated, maintain a place of business for service of process and any other documents in proceedings in England or any other proceedings in connection with this letter at CGI London, 6th Floor, 62/63 Threadneedle Street, London EC2R 8HP, Greater London, United Kingdom or such other place of business in the United Kingdom as CGI notifies in writing to Logica.

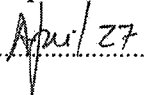
Please confirm CGI's agreement by signing and returning to Logica a copy of this letter.

Yours faithfully

By 
.....
for and on behalf of
Logica plc

AGREED AND ACCEPTED

By 
.....
for and on behalf of
CGI Group Inc.

Dated  27, 2012