

Accenture Purchase Order Terms and Conditions

“**Accenture**” shall mean Accenture Japan Ltd or an Affiliate Company as defined below.

“**Affiliate Company**” shall mean any Accenture entity, whether incorporated or not, that is controlled by or under common control with Accenture plc, a public limited company incorporated in Ireland and its successors; and “control” (including the variants “controlled by” and “under common control”) shall mean the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract, or otherwise.

“**Deliverables**” shall mean the goods or services, as the case may be, set forth in the Purchase Order.

“**Delivery**” shall mean the delivery of goods or performance of services as set forth in the Purchase Order.

“**Intellectual Property Rights**” shall mean all intellectual and industrial property rights anywhere in the world including, without limitation, any invention, patent, design or utility model rights, any copyright and trademarks, database rights, topography rights, and any other rights of a like nature whether or not registered, and the right to apply therefor.

“**Purchase Order**” shall mean the attached Purchase Order requesting the supply of Deliverables.

“**Specifications**” shall mean the Purchase Order and documents attached thereto (including drawings or descriptions), as well as the specifications, description, function or any other requirements set out in the Supplier’s product manual.

“**Supplier**” shall mean the person or entity scheduled to provide the Deliverables pursuant to the Purchase Order.

“**Terms and Conditions**” shall mean this Purchase Order Terms and Conditions.

1. Purchase Order

- 1.1 The Purchase Order issued by Accenture shall set forth the Deliverables required by Accenture, and the Supplier agrees that the Deliverables supplied pursuant to the Purchase Order shall comply with this Terms and Conditions; provided, however, that in the event that Accenture and the Supplier have separately entered into a separate agreement in order for Accenture to purchase the Deliverables, the provisions of such agreement shall supersede this Terms and Conditions.
- 1.2 Premised on Section 1.1, the parties agree that this Terms and Conditions and the Purchase Order contain all this terms and conditions related to the Deliverables, and this Terms and Conditions and the Purchase Order shall supersede other terms and conditions relating to such Deliverables on any other purchase order, confirmation, invoice, payment slip or any other related document.
- 1.3 In the event the Supplier does not provide Accenture with written notice of the refusal of the order within three (3) Accenture business days after the delivery of the Purchase Order by Accenture, such Purchase Order shall be deemed to fully be accepted by the Supplier upon the expiration of such three (3) business days.

1.4 In the event that the Supplier has to design, develop or manufacture goods specified on the Purchase Order specifically for Accenture, the Supplier shall submit to Accenture a prototype and/or plans for approval. The Supplier must obtain written confirmation from Accenture that the prototype and/or plans have been accepted and full production of the goods can commence before commencing the work related to the Deliverables. Accenture shall not be liable to bear any costs incurred by the Supplier prior to receipt of this written confirmation.

2. Delivery

2.1 The Deliverables shall be delivered in accordance with the delivery date and delivery location specified by the Purchase Order.

2.2 Unless otherwise expressly agreed to in writing, the Deliverables shall be delivered during the ordinary operation hours of Accenture, and the costs associated with delivery and the like shall be borne by the Supplier unless otherwise agreed to in the Purchase Order.

2.3 The signature of Accenture provided on the delivery receipt or the like in connection with delivery shall not indicate that Accenture has completed acceptance inspection with regard to the actual quantity, quality or condition of the Deliverables.

3. Specifications and Rejection of Delivery

3.1 The Deliverables must conform in all respects with the Specifications. All goods in the Deliverables must be of suitable materials, workmanship and design (where the Supplier is responsible for the design), and shall be equal in all respects to relevant samples, prototypes, or the like provided by or accepted by Accenture.) design, and shall be equal in all respects to relevant samples or patterns provided by or accepted by Accenture. All services in the Deliverables shall be performed in a professional manner and shall be free from all defects including (to the extent that the Supplier is responsible for design) defects in design or installation.

3.2 All Deliverables must pass Accenture's acceptance inspection. Accenture shall be entitled to reject all Deliverables that do not meet the provisions of Section 3.1. In the event that by the nature of the Deliverables any defects or any failure to conform with Section 3.1 does not or would not become apparent (despite the carrying out of acceptance inspection) until after use, Accenture shall be entitled to reject the same if within a reasonable time period.

3.3 Deliverables rejected by Accenture under Section 3.2, when requested by Accenture, must be replaced or re-performed by the Supplier at the Supplier's burden of expense. Alternatively, Accenture shall be entitled to terminate the Purchase Order pursuant to Section 8 with respect of such rejected Deliverables and the whole of the remainder of the Deliverables subject to the Purchase Order. All rejected Deliverables shall be returned to the Supplier at the Supplier's expense.

3.4 The Deliverables shall be delivered in accordance with the applicable Japanese or international standards. The Deliverables must conform to all applicable laws, ordinances and regulations or other requirements having the force of law.

3.5 When Accenture finds it necessary to do so and to the extent there is no violation of applicable laws and ordinances or the like, Accenture shall be entitled to terminate whole or a portion(s) of Purchase Orders for which Delivery has not been completed, without incurring any costs or charges whatsoever.

4. Audit

4.1 Accenture shall be entitled to request that the Supplier submit reports and other materials as needed in order to confirm the Supplier complies with this Terms and Conditions, the Specifications and other obligations under agreements agreed by both parties, and shall be entitled to enter the facilities of the Supplier or its subcontractors to perform audit. If such

audit reveals that the Supplier does not comply with this Terms and Conditions, the Specifications and other obligations under agreements agreed by both parties, Accenture shall be entitled to request that the Supplier or its subcontractors take the necessary remedial actions.

5. Ownership and Burden of Risk

5.1 Ownership of goods and the risk of loss shall be transferred to Accenture on the completion of Accenture's acceptance inspection in accordance with Section 3.2; provided, however, that such transfer of ownership and risk of loss shall not restrict the rights provided to Accenture under this Terms and Conditions and the Purchase Order.

6. Prices and Payment

6.1 Prices and the applicable currency shall be defined in the Purchase Order. Prices shall not include consumption taxes and local consumption taxes.

6.2 No increase in price shall be made unless agreed to in writing by Accenture.

6.3 The Supplier shall send an invoice to Accenture on or after completion of the inspection by Accenture set forth in Section 3.2. The invoice shall normally be sent by e-mail in a non-manipulable format such as .pdf .tif or .jpg, or by mail, to Accenture or a third party designated by Accenture; provided, however, that in case that the Supplier is unable to submit an invoice by such means and format, it shall deliver the invoice in a method agreed with by both parties.

6.4 Unless otherwise agreed to in writing by both parties, Accenture shall pay the price for the Deliverables and the relevant consumption taxes and local consumption taxes corresponding to the price for the Deliverables as follows:

- (1) Supplier shall send invoices to Accenture by no later than five (5) business days of the next month following the month when Accenture completes the acceptance inspection set forth in Section 3.2;
- (2) Accenture shall pay in the last date of the next month following the month when Accenture completes the acceptance inspection set forth in Section 3.2;
- (3) Accenture shall make a payment to the bank account designated by Supplier. Accenture shall bear the remittance fees.

6.5 In the event Accenture disputes any prices or charges in an invoice, it shall notify the Supplier and clarify the disputed part. The Supplier shall cancel such invoice and reissue a revised invoice correcting the disputed part, and Accenture shall pay in accordance with the provisions of Section 6.4.

6.6 The parties shall promptly investigate a disputed invoice and shall take reasonable actions to resolve the dispute. In the event that Accenture agrees to pay whole or part of such disputed invoice after such dispute is resolved, Supplier shall re-invoice as needed. Notwithstanding the foregoing, the Supplier shall still continue Delivery even during both parties' discussions on such dispute.

6.7 The Supplier shall ensure that all information on invoices is complete and accurate, and that the invoices specifically reference the purchase order numbers presented by Accenture.

7. Intellectual Property Rights

7.1 The Supplier warrants that Deliverables shall not infringe any Japanese or foreign third party Intellectual Property Rights or other legal rights.

7.2 Supplier shall defend Accenture against claims brought against Accenture by a third party arising from infringement by the Deliverables of Intellectual Property Rights and shall resolve at its own responsibility and expense any demands, objections or lawsuits based on Deliverables infringing third party Intellectual Property Rights. In addition, the Supplier shall be liable for compensation of damages in the event Accenture suffers damages from the

Deliverables infringing third party Intellectual Property Rights.

- 7.3 In the event that Accenture reasonably judges that all or a part of the Deliverables infringe intellectual property of any third party, Supplier shall, at its own cost, (i) replace or modify such all or a part of the Deliverables not to infringe the third party's intellectual property, (ii) obtain a license to use such all or a part of Deliverables, or (iii) if neither of foregoing measures are reasonably practical, refund the corresponding fees paid by Accenture for such Deliverables and terminate such Purchase Order. For the avoidance of doubt, in case of such termination, Supplier shall remain responsible for damages set forth in Section 9.5.
- 7.4 The inventions, devices, works, knowhow, trade secrets, deliverables and other intellectual property rights which are invented, devised, developed or otherwise created by the Supplier in connection with Deliverables and the rights thereto, including the rights prescribed in Article 27 (Translation Rights and Adaptation Rights) and Article 28 (Right of Original Author in Exploitation of a Derivative Work) of the Copyright Act, shall transfer from the Supplier to Accenture upon completion of the confirmation and inspection set forth in Section 3 or upon the completion of delivery prescribed in Section 8.3, and the Supplier must not carry out the Deliverables and other intellectual property from the delivery location prescribed by Purchase Order, or divert the Deliverables and other intellectual property to others. The Supplier shall be responsible to succeed to or obtain the patent rights (including the rights to receive patents) and utility model rights (including the rights to receive utility model right registration) from the Supplier's employees who create such invention or devise, and shall conduct the procedures to transfer these rights to Accenture and all costs with regard to such transfer shall be included in the fees stated in the Purchase Order; provided, however, that the transfer procedures for copyrights shall be conducted only when Accenture requests the Supplier to do so, and all expenses associated with the registration procedures shall be borne by Accenture.
- 7.5 Notwithstanding the preceding section, the Intellectual Property Rights which Supplier has already possessed or held prior to create Deliverables ("Existing Intellectual Property") shall not transfer to Accenture. Supplier hereby grants Accenture and its designated third party a license to use the Existing Intellectual Property in Deliverables in order for Accenture and such designated third party to use the Deliverables. The consideration for (1) the transfer in Section 7.4 and (2) the license to use in this Section 7.5 shall be included in the amount set forth in this Purchase Order.
- 7.6 The Supplier hereby agrees not to exercise moral rights in the Deliverables transferred to Accenture, and hereby agree with the followings:
- (1) Accenture or other third party shall be entitled to modify such Deliverables at their own discretion;
 - (2) Accenture or other third party shall be entitled to publicly announce such Deliverables under any name at their own discretion; and
 - (3) The Supplier shall not be entitled to publicly announce such Deliverables without the prior written consent of Accenture.

8. Termination

- 8.1 In the event the Supplier breaches this Terms and Conditions of the Purchase Order in any following case and fails to remedy such breach within a reasonable period, Accenture may cancel the whole or a portion of the Purchase Order and the Supplier shall pay to Accenture a penalty calculated on a prorated basis for uncompleted or undelivered Deliverables as of the cancellation in order for Accenture to complete such Deliverables.
- (1) When the Supplier willfully or negligently causes damages to Accenture;
 - (2) When the Supplier fails to perform this Terms and Conditions without reasonable grounds;

- (3) When the Supplier fails to complete Delivery by the delivery date set forth in the Purchase Order; and
 - (4) When the replaced or reformed Deliverables pursuant to Section 3.3 do not meet the Specification.
- 8.2 Either party may terminate the whole or any part of the Purchase Order without advance notice to the other party if the other party is in any following condition. In the event Accenture terminates the whole or a portion of the Purchase Order, the Supplier shall pay to Accenture a penalty calculated on a prorated basis for uncompleted or undelivered Deliverables as of the cancellation in order for Accenture to complete such Deliverables.
- (1) an order of provisional attachment, preservative attachment or attachment being made, a petition of provisional disposition or compulsory auction being made or a demand notice being dispatched or an attachment being made against the Customer with respect to unpaid taxes or other public charges;
 - (2) the Supplier being unable to pay its checks and any clearing house taking measures against the Supplier for suspension of transactions with banks and similar institutions
 - (3) an application or petition being made against or by the Supplier for commencement of winding up or bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings or commencement of special liquidation;
 - (4) Merger, dissolution, liquidation or transfer of all or an important part of business to a third party or attempt thereof;
 - (5) Default of Delivery of Deliverables due to force majeure including natural disaster.
- 8.3 In the case of Section 8.1 and 8.2, Accenture shall have a right to receive the Deliverable completed as of the termination and the Supplier shall deliver such Deliverables to Accenture. In the event that such Deliverables are delivered to Accenture and pass Accenture's acceptance inspection set forth in Section 3, the Supplier shall have a right to be paid for such Deliverables completed as of the termination and shall not have any other rights.

9. General Provisions

9.1 The Supplier agrees to the following:

- (1) That it shall comply and warrant that it will continue to comply with the applicable laws and regulations related to the protection of personal information (hereinafter, collectively, the "Personal Information Protection Act"), and the policies of Accenture related to the protection of personal information;
 - (2) That it shall not, by any act or omission, to put Accenture in any violation of the Personal Information Protection Act; and
 - (3) That it shall obtain such personnel's direct or indirect consent regarding the fact that his/her personal information may be used related to the Purchase Order (including management purpose) and that such personal information may be transferred to Accenture affiliates outside Japan.
- 9.2 All Purchase Orders and information disclosed by Accenture to the Supplier in connection with Purchase Orders are confidential information (hereinafter "Confidential Information"), and the Supplier shall not divulge or disclose Confidential Information to third parties without the express prior written consent of Accenture.
- 9.3 In the event that Accenture finds defects including but not limited to bugs, programming errors, incomplete documentation, design defects, inadequate performance or function, data discrepancies within one (1) year after the completion of Accenture's acceptance inspection set forth in Section 3 or Section 8.3, the Supplier shall immediately repair such defects at its own responsibility and cost; provided, however, that the such action by the Supplier shall not apply if the supplier proves that such defects are due to faults of Accenture. The

provisions of Section 3 shall apply to inspections of the repaired Deliverables. In additions, in the event that the defects which shall be repaired by the Supplier at its own responsibility are repaired in collaboration with Accenture, or in the event Accenture suffers damages caused by such defects, the Supplier shall indemnify the expenses borne by Accenture due to such defects.

9.4 The Supplier agrees to the following:

- (1) The Supplier shall assign persons who have sufficient skills and ability to implement the work pursuant to this Terms and Conditions and the Purchase Orders (hereinafter, the "Work") as the persons in charge of conducting the Work (hereinafter, the "Supplier's Assigned Personnel"). Accenture shall be entitled to request that the Supplier implement corrective measures in the event reasonable grounds exist for Accenture to determine that the implementation status of the Work by the Supplier's Assigned Personnel will not meet the expected level of work, and the Supplier shall not refuse such requests without reasonable grounds;
- (2) For the purpose of securing safety and other risk management regarding Accenture's business and workplace environment, prior to starting the Work, and to the extent of not violating any laws, Supplier shall conduct a background check ("Background Check"), fulfilling the criteria Accenture sets forth separately, on the person in charge of the Work that Supplier appointed to perform the Services, including (1) confirming the person's identification documents; (2) the person's educational background; (3) the person's work history; and (4) checking the person's references from past employers. Moreover, Supplier shall report the results of its Background Check to Accenture, based on a request by Accenture. In addition, Supplier guarantees to Accenture that only the person who passes the Background Check will be engaged in the Work. Accenture may request Supplier to undertake remedial measures, including changing the person in charge of the Work, and Supplier shall promptly comply with this request, if Accenture discovers a Background Check was not conducted on a person in charge of the Work and who is engaged in the Work.
- (3) The provisions under the preceding paragraph will not apply if (1) Supplier has obtained ISO27001 certification, or these standards apply and Supplier explicitly guarantees it is acting in compliance with the matters required in relation to ISO27001; or if (2) Supplier has its own policy regarding background screening, this policy applies, and Supplier agrees to receive confirmation and approval by Accenture, after disclosing this policy to Accenture.
- (4) The Supplier shall assign a manager for the Work (hereinafter "Onsite Manager") and notify Accenture of the name of Onsite Manager.
- (5) The onsite manager shall provide all guidance and orders to the Supplier's personnel, and shall implement the work in accordance with the Work implementation schedule after consulting with Accenture.

9.5 In the event the Supplier, its employees or subcontractors cause damages to Accenture or a third party in connection with the Deliverables or the Work, or cause damages to Accenture by breaching this Terms and Conditions, the Supplier shall compensate such damages. In addition, in the event Accenture receives any claims from third parties or Accenture bears expends and costs (including attorneys' fees) in connection with a Purchase Order, the Supplier shall compensate such damages or such expenses and costs.

9.6 The Supplier shall not assign any of its rights or obligations under the Purchase Order and this Terms and Conditions to any third party without Accenture's prior consent.

9.7 In the event that the Supplier intends to sub-contract obligations under the Purchase Order or this Terms and Conditions to a third party (hereinafter "Sub-contractor"), in whole or in part, the Supplier shall obtain Accenture's prior consent. The Supplier shall impose on the Sub-

contractor the same obligations as the Supplier's obligations set forth in the Purchase Order and this Terms and Conditions and shall be liable for having such Sub-contractor perform the Sub-contractor's obligations.

- 9.8 The Supplier shall comply with the Foreign Exchange and Foreign Control Trade Act and other relevant regulations related to technical exports regarding the Purchase Order or this Terms and Conditions. Furthermore, the Supplier shall also comply with the United States Export Administration Act and other foreign export related regulations if applicable.
- 9.9 No delay or failure by either party to exercise its powers, rights and remedies under this Terms and Conditions and Purchase Orders shall constitute a waiver of future enforcement of that or any other provision.
- 9.10 In the event any part of this Terms and Conditions or any Purchase Order is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 9.11 This Terms and Conditions, any Purchase Order or a document made a part thereof or agreed to in connection therewith may not be amended, modified or waived in any respect whatsoever except in writing signed by both parties.
- 9.12 The parties hereby agree that the provisions of Clauses 7, 8, and 9 shall survive termination of this Terms and Conditions or completion of delivery of Deliverables.
- 9.13 The Supplier hereby acknowledges that it is engaged as an independent contractor, and nothing in this Terms and Conditions or any Purchase Order shall be deemed or construed to create a joint venture, partnership, or employee/employer relationship between the Supplier and Accenture.
- 9.14 This Terms and Conditions and any Purchase Order shall not be an exclusive agreement between the parties, and nothing shall prevent Accenture from procuring products or services which are the same as or similar to the Deliverables from a third party.
- 9.15 Each party hereby agrees that it has not been induced to agree to this Terms and Conditions by any representation other than that expressly set out in this Terms and Conditions or in any Purchase Order.
- 9.16 The Supplier warrants the matters listed in the following respective items. Accenture shall be entitled to immediately cancel a Purchase Order when the Supplier breaches this Section. In addition, Accenture shall not be liable for the compensation of any damages suffered by the Supplier due to cancellation pursuant to this Section:
- (1) It is not an organized crime group, organized crime group affiliated enterprise, group engaged in organized crime, group engaged in terroristic subversive behavior, or something or someone commensurate thereto (hereinafter, "Antisocial Force");
 - (2) Its officers and employees will not use markedly rude or violent speech and conduct to make unjust demands in the performance of the transactions under this Terms and Conditions or any Purchase Order;
 - (3) It will not intentionally cooperate in the maintenance or operation of an Antisocial Force through the provision of fund to the Antisocial Force or through other behavior;
 - (4) To the best of its knowledge, those having a special interest (shareholders or officers who have substantial control, their spouses, and companies in which such persons hold a majority of the issued and outstanding shares) are not in breach of the preceding respective items.
- 9.17 The Supplier warrants that it is in compliance with all applicable federal, state, local and international laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labeling, and provision of the Deliverables. In no event shall either party be obligated under this Agreement to take any action that it believes, in good faith, would cause it to be in violation of any laws, rules, ordinances or regulations applicable

to it. Supplier represents and warrants that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.K. Bribery Act (all the foregoing referred to as the “Anti-Corruption Laws”). In the event the Supplier breaches the representations, warranties or covenants of this Section, in addition to remedies under laws, ordinances and this Terms and Conditions, Accenture shall be entitled to immediately cancel any Purchase Order at its own discretion. Furthermore, the Supplier’s right of claiming to receive payment by Accenture for the Deliverables including the payment which are completed by Accenture shall automatically lapse, and if Accenture has already completed the payment for the Deliverables, the Supplier shall refund such payment to Accenture. In addition, the Supplier shall compensate, indemnify, and hold Accenture harmless from and against all claims, losses and damages caused by or related to the breach and/or the cancellation of the Purchase Order.

The Supplier shall promptly notify Accenture when the Supplier becomes a public servant, or when the Supplier receives investment from a government organization, local public entity or other public institution. The Supplier hereby consents that Accenture may disclose information related to this Terms and Conditions or violations of Anti-Bribery Laws to its customers or government organizations.

- 9.18 In addition to the audit right set forth in Section 4.1 and Section 9.23 and for the purpose of compliance with Anti-Bribery Laws, during the term defined by the Purchase Order and this Terms and Conditions and for a period of three (3) years thereafter, Accenture shall have the right to audit the books and records related to the actions engaged in by the Supplier on behalf of Accenture or in connection with Accenture (including but not limited to all fees billed and the Work performed by the Supplier pursuant to this Terms and Conditions and Purchase Orders, and all cash payments made by or equivalent provided by the Supplier on behalf of, or in place of Accenture).
- 9.19 The Supplier shall keep the records, documents, other papers and electronic records related to the performance of the obligations under this Terms and Conditions and Purchase Orders as well as expenditures made in connection with this Terms and Conditions and Purchase Orders (a) for a period of five (5) years after the completion of delivery of the Deliverables or after the term defined in this Terms and Conditions or the Purchase Order, or (b) for the period if local laws and regulations require to keep for more than five (5) years.
- 9.20 The Supplier warrants, to the best of its knowledge, that there is no existing or potential conflict of interest between the Supplier, its officers, partners, employees and the subcontractors as set forth in Section 9.7 with regard to this Terms and Conditions and the Purchase Orders. A conflict of interest shall mean a state in which it is reasonably found to (1) have an adverse effect on both parties in the term defined by this Terms and Conditions and Purchase Orders, (2) cause Accenture or the Supplier to violate laws or regulations, or (3) create a situation which can be found to be unlawful (hereinafter, “Conflict of Interest”). If either party becomes aware of a Conflict of Interest during the term defined by this Terms and Conditions and Purchase Orders, it shall promptly provide a notice thereof to the other party, and both parties shall cooperate and resolve such Conflict of Interest in a way agreed to by both parties. If both parties fail to resolve such Conflict of Interest in a way agreed to by both parties within a reasonable period (unless otherwise agreed to, within ten (10) business from the first notice), Accenture shall be entitled to immediately cancel the Purchase Order.
- 9.21 Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Suppliers are expected to act in a manner consistent with the ethical and professional standards of Accenture as described in the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of

the Supplier Standards of Conduct can be found at [accenture.com/Supplier Standards Of Conduct](https://www.accenture.com/SupplierStandardsOfConduct) <https://www.accenture.com/us-en/company-ethics-code>. Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the Accenture Business Ethics Line at +1 312 737 8262, available twenty-four (24) hours a day, seven (7) days a week (the charges can be reversed) or visit the encrypted website at <https://businessethicsline.com/accenture> Supplier should use the Ethics Line only to make a good faith claim. Accenture takes all allegations seriously.

- 9.22 Unless otherwise expressed in writing, this Terms and Conditions and all Purchase Orders shall be governed by and construed in accordance with the law of Japan. In addition, the Tokyo District Court shall be the court of first instance with exclusive jurisdiction by agreement over litigation related to Purchase Orders.
- 9.23 When requested by Accenture, the Supplier shall submit the financial reports and documents regularly prepared and maintained by the Supplier to objectively prove the soundness of the Supplier's financial status; provided, however, that Accenture shall limit its requests to once per quarter. In addition, for the purpose of ensuring Delivery, the Supplier shall make reasonable efforts to develop and maintain a business continuity plan (hereinafter "Business Continuity Plan"). The Supplier shall validate the effect of the Business Continuity Plan at least once a year, and if requested by Accenture, shall report the results of such validation including aspects requiring improvement. The Supplier must not refuse these requests from Accenture without reasonable grounds, and must take appropriate actions to see that its subcontractors comply with the requests from Accenture.
- 9.24 In the event that Accenture requests the Supplier to take actions regarding the way to manage or control Confidential Information in terms of information security or Accenture's internal policies, the Supplier shall accept such requests, and in addition in case Accenture requests the Supplier to sign addendums or memorandums regarding information security, the Supplier shall do so.
- 9.25 Both parties will attempt or resolve all disputes, claims, or controversies arising under or related to this Terms and Conditions and/or the Purchase Order, its subject matter, any right or obligation created by this Terms and Conditions and/or the Purchase Order, or any disputes or doubt whose resolutions are not defined in this Terms and Conditions and/or the Purchase Order through good faith negotiations conducted by the representatives of the parties.