

PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions (unless the context otherwise requires), the following words and phrases shall have the following meaning:

"Accenture" means Accenture Middle East B.V. - Abu Dhabi branch, a Dutch company registered in the Emirate of Abu Dhabi, United Arab Emirates ("**UAE**"), with trade licence number 1002765 whose registered office and postal address in Abu Dhabi is Level 9, Al Sila Tower, Sowwah Square, Al Maryiah Island, PO Box 29002, Abu Dhabi, UAE and whose facsimile number is +971 2 443 8622, or an Affiliate, as defined below, as the case may be;

"Affiliate" means any entity, whether incorporated or not, that is Controlled by or under common Control with Accenture and its successors;

"Business Day" means any day from Sunday to Thursday (inclusive) which is not a public holiday in the Emirate of Abu Dhabi, UAE;

"Business Hours" means the hours of 09:00 to 17:00 (inclusive) in the UAE on a Business Day;

"Conditions" means these terms and conditions of purchase;

"Contract" means the Contract formed in accordance with clause 3 comprising the Purchase Order and these Conditions;

"Contract Price" means the total amount payable to the Supplier as set out in the Purchase Order;

"Control" or variants of it shall mean the ability, whether directly or indirectly to direct the affairs of another by means of ownership, contract, or otherwise;

"Deliverables" means the Goods and/or Services, as the case may be, detailed in the Purchase Order;

"Delivery Date" means the time and date for delivery of the Goods and/or performance of the Services as set out in the Purchase Order;

"Good Industry Practice" means the exercise of the highest degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a suitably skilled, trained and experienced person providing goods similar to the Goods and/or services similar to the Services;

"Goods" means the goods described in a Purchase Order;

"Intellectual Property Rights" means patents, inventions, know-how, processes, registered designs, copyrights, database rights and design rights, semiconductor topography rights, trade marks, service marks, brands, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of unfair competition rights and rights to sue for passing-off, rights in the nature of any of the aforesaid items in any country or jurisdiction and whether existing now or in the future;

"Purchase Order" means an order in writing on Accenture's official purchase order form and/or letter head for the Goods and/or Services, issued by Accenture to the Supplier to which these Conditions are annexed;

"Services" means the services described in the Purchase Order;

"Site" means the location where the Goods are to be delivered, and/or the Services performed or received, as specified by Accenture;

"Specification" means the specification, description, function, or any other requirements of the Deliverables as set out in the Purchase Order and attached documents (including drawings or descriptions) and the Supplier's product documentation;

"Supplier" means the person, firm, company or organisation as set out in the Purchase Order;

"Valid Invoice" means an invoice provided by the Supplier to Accenture accompanied by the relevant Purchase Order and bearing the relevant Purchase Order number, relevant Accenture financial charge codes, job numbers, and (if Goods) a related delivery note evidencing that the Goods were received by Accenture and/or (if Services) an acceptance certificate or other document confirming that the Services were duly performed and accepted by Accenture;

"Taxes" means any value added, sales or other tax, imposed on the Goods and/or Services from time to time; and

"Term" means as set out in clause 11.1.

1.2 In these Conditions (unless the context otherwise requires):

1.2.1 the words **"including"**, **"include"**, **"for example"**, **"in particular"** and words of similar effect shall not limit the general effect of the words that precede them;

1.2.2 words importing the singular shall include the plural (and vice versa); and

1.2.3 references to a clause are references to the clause of, or to, this Contract.

2. APPLICATION

2.1 The Supplier agrees that:

2.1.1 subject to clause 3.5 these Conditions shall govern and be incorporated into the Contract, and prevail over any terms or conditions (whether or not inconsistent with these Conditions) contained or referred to in any correspondence or documentation submitted by the Supplier or elsewhere or implied by custom, practice or course of dealing; and

2.1.2 no terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of a Purchase Order, specification or similar document shall form part of the Contract, and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

3. PURCHASE ORDER AND FORMATION OF THE CONTRACT

3.1 Following receipt of the Supplier's proposed offer for the provision of the Deliverables, Accenture may send a Purchase Order signed by the relevant Accenture representative, together with a copy of the Conditions, to the Supplier.

3.2 The parties agree that the Contract is formed on the issuance by Accenture of a signed Purchase Order together with a copy of these conditions to the Supplier.

3.3 Accenture shall set out the Deliverables required by Accenture in the Purchase Order.

- 3.4 Except as set out in clause 3.5, the Supplier agrees that any Deliverables supplied under the Purchase Order shall be subject to these Conditions.
- 3.5 Where Accenture and the Supplier have executed another agreement specific to the supply of the Deliverables, the terms of such agreement shall govern the supply of the Deliverables and shall supersede these Conditions to the extent of any conflict, ambiguity or inconsistency between these Conditions and such other agreement.
- 3.6 The Supplier shall countersign and return to Accenture a copy of the Contract within forty eight (48) hours of receipt of the signed Contract from Accenture.

4. DELIVERY AND PERFORMANCE

- 4.1 The Supplier shall (and shall procure any relevant third party to) provide the Deliverables:
- 4.1.1 by the Delivery Date and at the Site specified on the relevant Purchase Order or as otherwise agreed between the parties;
 - 4.1.2 in accordance with Good Industry Practice;
 - 4.1.3 in accordance with applicable laws; and
 - 4.1.4 in accordance with the terms of this Contract.
- 4.2 Where the Supplier fails to provide the Deliverables (or any part thereof) in accordance with clause 4.1, such failure shall constitute a material breach of the Contract and, without prejudice to any other rights and remedies of Accenture, Accenture shall be entitled to:
- (a) deduct two point five per cent (2.5%) of the Contract Price for each week of delay (or part thereof) following the Delivery Date; and
 - (b) without prejudice to Accenture's other rights and remedies at law, upon expiry of a period of fourteen (14) days from and including the Delivery Date, terminate the Contract and obtain a full and prompt refund from the Supplier of all monies paid under the Contract (or the related portion thereof).
- 4.3 The Supplier agrees that partial delivery and/or performance shall constitute a failure to deliver and/or perform under this Contract and clause 4.2 shall apply, unless Accenture confirms in writing that such partial delivery or performance is acceptable.
- 4.4 The Supplier agrees that any costs and expenses associated with the provision of the Deliverables shall be the Supplier's responsibility unless otherwise stated on the Purchase Order.
- 4.5 Accenture's signature given on any delivery note or other documentation presented for signature in connection with delivery of any Goods is evidence only of the number of packages received, and not evidence of actual quantity, quality or condition of those Goods.
- 4.6 The Supplier confirms and warrants to Accenture that it has and will maintain, at its own expense, all and any licences or consents (including those required by any government or other authority) required for the supply or carriage of the Goods or performance of the Services. The Supplier shall produce evidence of such valid licences or consents to Accenture on demand.

5. SPECIFICATIONS AND REJECTION

- 5.1 The Supplier shall (and shall procure any relevant third party to) ensure that all Deliverables conform in all respects with the relevant Specification(s), Good Industry Practice, international standards, applicable laws and the terms of this Contract.
- 5.2 The Supplier shall (and shall procure any relevant third party to) manufacture, pack and store the Goods in accordance with Good Industry Practice, international standards, applicable law and the terms of this Contract.
- 5.3 The Supplier shall ensure that all Goods:
- 5.3.1 where the Supplier is responsible for the design, shall be equal in all respects to relevant samples or patterns provided by or accepted by Accenture;
 - 5.3.2 be of satisfactory quality;
 - 5.3.3 be fit for Accenture's purposes;
 - 5.3.4 comply with the relevant manufacturer's specification;
 - 5.3.5 be free from defects and latent defects (including as to the design or installation to the extent the Supplier is responsible for design or installation); and
 - 5.3.6 are packaged and transported in a manner that protects such Goods against damage in transit and storage.
- 5.4 If the Supplier is required to design, develop or manufacture goods as specified on the Purchase Order specifically for Accenture, the Supplier shall submit to Accenture a prototype and/or plans for approval.
- 5.5 The Supplier shall obtain prior written confirmation from Accenture that the prototype and/or plans submitted under clause 5.4 have been accepted and full production of the Goods can commence before commencing any production work.
- 5.6 The Supplier agrees that Accenture will not be liable to reimburse any costs incurred by the Supplier prior to receipt of the written confirmation as set out in clause 5.5.
- 5.7 The parties agree that all Deliverables must pass Accenture's acceptance tests.
- 5.8 If any Goods are damaged, defective, degraded, do not comply with the Specification, the relevant manufacturer's specification or otherwise do not comply with the requirements of this Contract, Accenture may elect to either accept such Goods at a discounted Contract Price to be agreed between the parties or reject such Goods (in whole or in part).
- 5.9 If Accenture rejects any Goods in accordance with clause 5.8, the Supplier shall at its own cost and expense:
- 5.9.1 collect such rejected Goods from Accenture (save for any rejected Goods bearing Accenture's intellectual property which may be destroyed at Accenture's absolute discretion); and
 - 5.9.2 replace such Goods with Goods that are not damaged, defective, degraded, that do comply with the Specification, the relevant manufacturer's specification and otherwise the requirements of this Contract,

within five (5) days of the date of rejection of the initial Goods.

- 5.10 If the Supplier fails to replace any rejected Goods in accordance with clause 5.9, Accenture may, at its option and without prejudice to any other remedies it may have:
- (a) terminate the Contract and the Supplier shall refund Accenture all monies paid under the Contract; or
 - (b) partially terminate the Contract in respect of the rejected Goods only and the Supplier shall refund Accenture all monies paid in respect of such rejected Goods; or
 - (c) purchase replacement goods from a third party and the Supplier shall reimburse in full Accenture on an indemnity basis for all such additional purchase costs and expenses.
- 5.11 If by the nature of the Deliverables, any defects or any failure to meet the requirements under this Contract do not or would not become apparent (despite the carrying out of any examination) until after use, Accenture may reject the same up to twelve (12) calendar months from the date of acceptance.
- 5.12 Notwithstanding any other right of Accenture under this Contract, Accenture shall be entitled to return for any reason any Goods to the Supplier for a full refund within fifteen (15) days of acceptance without incurring any costs, charges or liability whatsoever.
- 5.13 If any Services fail to pass Accenture's acceptance tests, the Supplier shall re-perform the failed Services at a time determined by Accenture.
- 5.14 If the Supplier fails to re-perform in accordance with clause 5.12 or such re-performance fails to pass Accenture's acceptance tests, Accenture may, at its option and without prejudice to any other remedies it may have:
- (a) terminate the Contract and the Supplier shall refund Accenture all monies paid under the Contract; or
 - (b) partially terminate the Contract in respect of the rejected Services only and the Supplier shall refund Accenture all monies paid in respect of such rejected Services; or
 - (c) purchase replacement services from a third party and the Supplier shall reimburse in full Accenture on an indemnity basis for all such additional purchase costs and expenses.

6. INSPECTION

- 6.1 The Supplier shall permit Accenture or its nominated third party access to its premises at any reasonable time in order to inspect the Deliverables in the course of manufacture, provision or storage.
- 6.2 If, as a result of an inspection under clause 6.1, Accenture is not satisfied that the Deliverables will comply with the terms of the Contract, it shall notify the Supplier in writing and the Supplier shall, as soon as possible, take all necessary steps to ensure compliance.
- 6.3 The Supplier agrees that an inspection or notification under this clause 6 shall not relieve the Supplier of its obligations under the Contract.

7. IMPORTS AND EXPORTS

- 7.1 The Supplier shall adhere to all export and trade restrictions issued by the United States of America and the European Union that may apply to any element of the Deliverables.

8. OWNERSHIP AND RISK

- 8.1 The parties agree that ownership and risk in the Goods shall pass from the Supplier (or the Supplier shall procure that ownership shall pass from any relevant third party) to Accenture when such Goods are delivered to Accenture in accordance with clause 4.
- 8.2 The parties agree that the passing of ownership and risk under clause 8.1 shall be without prejudice to any right of rejection arising under these Conditions.

9. PRICES AND PAYMENT

- 9.1 The Supplier shall ensure that the Contract Price (and its currency) shall be specified on the Purchase Order.
- 9.2 The Supplier agrees that the Contract Price is inclusive of all Taxes and costs (both direct and indirect) in relation to or arising out of the provision of the Goods and/or Services.
- 9.3 The Supplier shall not increase and Accenture shall not be required to pay any amounts in addition to the Contract Price unless agreed in writing by Accenture.
- 9.4 Once the Deliverables have been accepted by Accenture, the Supplier shall be entitled to submit a Valid Invoice for the Contract Price relating to such Deliverables in accordance with the terms of this Contract.
- 9.5 The Supplier shall submit each Valid Invoice by e-mail in a non-manipulable format such as .pdf .tif or .jpg to esc.invoice@accenture.com. If the Supplier is unable to submit each Valid Invoice by e-mail and in such format, it may deliver Valid Invoices in person to Accenture's nominated person.
- 9.6 Accenture shall pay the Supplier the Contract Price for the accepted Deliverables within Thirty (30) days from the date of receipt of the Valid Invoice.
- 9.7 The Supplier agrees that the deemed date of receipt by Accenture of a Valid Invoice submitted in person shall be the date of delivery if delivered within Business Hours and if delivered after Business Hours, delivery will be deemed to have occurred at 9.00am on the next Business Day.
- 9.8 In the event that a Valid Invoice remains unpaid for a period of sixty (60) days following the date of deemed receipt, the Supplier shall immediately notify Accenture.
- 9.9 If Accenture disputes any amount as set out in a Valid Invoice, it shall notify the Supplier within ten (10) Business Days of receipt of the relevant Valid Invoice, identifying clearly the disputed part of the relevant Valid Invoice. The Supplier shall cancel the original Valid Invoice and reissue a Valid Invoice for the undisputed amount within five (5) days of receipt of Accenture's notification under this clause 9.9.
- 9.10 The parties shall promptly investigate any disputed Valid Invoice and will act reasonably to seek to resolve the dispute. The Supplier shall re-invoice as appropriate any disputed Valid Invoice or part of a Valid Invoice agreed by Accenture to be payable following resolution of the dispute.
- 9.11 Notwithstanding any disputed Valid Invoice, the Supplier shall continue to provide the Deliverables as if the dispute did not exist.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Supplier confirms and warrants that neither the sale to Accenture nor use by Accenture or its Affiliates of any part of the Deliverables infringes any Intellectual Property Rights belonging to a third party anywhere in the world.

- 10.2 The Supplier shall:
- 10.2.1 indemnify Accenture and its Affiliates from all actions, costs, claims, demands, expenses, loss and liabilities whatsoever arising out of or relating to any actual or alleged infringement of any Intellectual Property Rights belonging to a third party due to Accenture's or its Affiliates' receipt and/or use of any part of the Deliverables ("**IPR Claim**"); and
 - 10.2.2 defend or (at Accenture's option) assist in the defence of any proceedings which may be brought against Accenture or any of its Affiliates relating to any IPR Claim.
- 10.3 In the event of an IPR Claim, the Supplier shall promptly do all things and take such action including procuring any required licenses, consents or authorisations, or modifying or replacing any infringing item (without detracting from the overall functions or performance of the relevant Goods or Services) without charge to Accenture as shall be necessary to prevent or remedy any infringement.
- 10.4 While exercising its rights under clause 10.3, the Supplier shall:
- 10.4.1 not act in any way which shall prejudice the rights including Intellectual Property Rights, reputation and goodwill of Accenture; and
 - 10.4.2 at all times act in such a way as to minimise interruption and disruption to the operation of Accenture's business.
- 10.5 Accenture agrees that all Intellectual Property Rights in any of the Supplier's pre-existing materials used in the provision of the Deliverables to Accenture shall be owned by the Supplier.
- 10.6 Notwithstanding clause 10.5, the Supplier hereby grants Accenture (and shall procure the grant to Accenture of) an irrevocable, royalty free and sublicenceable (to its Affiliates) license to use, copy or modify such pre-existing materials for its internal business purposes.
- 10.7 The Supplier agrees that the Intellectual Property Rights created by the Supplier in the course of the provision of the Deliverables ("**Project Materials**") shall vest immediately and exclusively in Accenture.
- 10.8 If any Intellectual Property Rights in the Project Materials do not vest in Accenture under clause 10.7, the Supplier shall:
- 10.8.1 do everything reasonably necessary or requested by Accenture during the Term or after to enable Accenture to own the Intellectual Property Rights in the Project Materials including:
 - 10.8.1.1 formally assigning those rights to Accenture;
 - 10.8.1.2 assisting Accenture in obtaining those rights in its own name; and/or
 - 10.8.1.3 transferring as applicable registration of those rights into Accenture's name; and
 - 10.8.2 not and not purport to encumber, sell, licence or do anything which would otherwise be contrary to Accenture's intended or actual ownership of the Intellectual Property Rights.
- 10.9 Until such time as the Intellectual Property Rights in the Project Materials have fully vested in Accenture in accordance with clause 10.7, the Supplier hereby grants to Accenture (and shall procure the grant to Accenture of) an exclusive, irrevocable, transferable, sublicenceable, royalty-free and otherwise unrestricted licence to use such Intellectual Property Rights.

- 10.10 In the event that the Supplier requests and Accenture grants written consent such that the Intellectual Property Rights for specific Project Materials are not assigned to Accenture, the Supplier hereby grants to Accenture (and shall procure the grant to Accenture of) an irrevocable and royalty free licence to use, copy or modify the Project Materials with a right to sublicense those Project Materials to third parties for any purposes intended by Accenture and notified to the Supplier from time to time.
- 10.11 Where applicable, the Supplier hereby waives all moral rights in the Project Materials in so far as they relate to Accenture. The Supplier shall procure all waivers of moral rights and consents from any employee, agent, subcontractor or other third party necessary to comply with its obligations under this clause 10.
- 10.12 Any drawings, specifications, data, documents, and other information provided by Accenture to the Supplier in connection with this Contract and all Intellectual Property Rights therein shall remain the sole and exclusive property of Accenture and its licensors.
- 10.13 The Supplier shall at all times keep confidential all information and materials under clause 10.12 and return it to Accenture on demand or upon provision of the Deliverables or upon termination or expiry of this Contract.

11. TERM, EXPIRY AND TERMINATION

- 11.1 The parties agree that the term of this Contract shall commence on the date of the Purchase Order as set out on the Purchase Order and shall, subject to termination of the Contract in accordance with the terms of the Contract, expire on the later of:
 - 11.1.1 the date set out on the Purchase Order; or
 - 11.1.2 twelve (12) calendar months from the date of acceptance of the final Deliverable,("Term").
- 11.2 If a party is delayed or prevented from performing all or any of its obligations under this Contract by circumstances beyond its reasonable control (including acts of God, war and riot), the parties agree that such performance shall be suspended.
- 11.3 If the performance contemplated under clause 11.2 cannot be completed within a reasonable time after the due date as specified in the Purchase Order, the other party may terminate this Contract (in whole or in part) by giving written notice to the delayed party (such termination to be effective on the date of receipt of the notice).
- 11.4 Accenture may terminate the whole or any part of this Contract at any time by written notice to the Supplier (such termination to be effective upon the expiry of that notice):
 - (a) where this Contract expressly permits Accenture to do so;
 - (b) for convenience;
 - (c) the Supplier breaches any obligation under this Contract;
 - (d) there is a change of control of the Supplier or the Supplier merges with any third party; or
 - (e) a meeting is convened, a petition presented or order made, for the Supplier's winding up or dissolution, an application is made for an administration order in relation to the Supplier or any party gives or files notice of intention to appoint an administrator, an administrator, receiver, manager or administrative receiver is appointed over the whole or any part of the Supplier's assets, the Supplier ceases or suspends payment of any of its debts or is unable to

pay its debts as they fall due, a proposal is made with the Supplier's creditors in satisfaction of the Supplier's debts for a composition or arrangement of its affairs, or any event analogous to those set out in this clause 11.4(e) in any jurisdiction.

- 11.5 If Accenture terminates the whole or any part of this Contract under clause 11.4(b), the Supplier agrees that Accenture shall only be obliged to pay the Supplier in relation to such Deliverables that have been expressly accepted by it in accordance with the terms of this Contract.
- 11.6 If Accenture terminates this Contract (except for termination under clause 11.4(b)) as to all or any of the Deliverables covered thereby, Accenture shall be entitled to purchase from a third party a like quantity of deliverables of similar description and quality and in that event the Supplier shall be liable to reimburse to Accenture on demand all additional expenditure incurred by Accenture in connection with Accenture's said termination including any increase in price over the Contract Price.
- 11.7 The parties agree that a court order is not required to terminate this Contract.

12. CONFIDENTIALITY

- 12.1 Each party shall treat all product, customer or business information, drawings, designs, specifications and materials submitted to it by the other party as confidential ("**Confidential Information**") and shall not disclose it to any third party without that other party's prior written consent or use it for any purpose other in relation to the Goods and/or Services.
- 12.2 Upon termination or expiry of the Contract and/or at any time on request by Accenture, the Supplier shall return or, at Accenture's option, destroy or permanently expunge all Confidential Information, including documents and computer data containing Confidential Information and any samples of materials supplied by Accenture and all copies thereof, and provide evidence of such destruction.

13. GENERAL

- 13.1 **Assignment:** The Supplier may not assign, novate, transfer or otherwise deal in any way with any rights or benefits under this Contract. The Supplier hereby consents to any assignment, novation or other transfer of Accenture's rights and/or obligations under this Contract.
- 13.2 **Notices:** Any notice given by one party to the other in connection with a Contract must be in writing and addressed to the address(es) and/or facsimile number of the Party as set out in this Contract or to any other address notified in writing by one party to the other for the purpose of receiving notices in connection with the Contract, and delivered personally or by facsimile transmission.
- 13.3 Any notice so addressed shall be deemed received if personally delivered, at the time of delivery, or if sent by facsimile, on successful completion of its transmission as per a transmission report in respect of that facsimile, save that if a notice or communication is received after Business Hours, such notice or communication shall be deemed to have been received at 9.00am on the next Business Day.
- 13.4 **Severance:** If any provision in these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions which shall remain in full force and effect. If such provision would cease to be invalid or unenforceable if it were to be modified, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.
- 13.5 **Third parties:** A person who is not party to this Contract shall have no rights to enforce any term of, or any benefit under, this Contract.
- 13.6 **Waiver:** The rights and remedies provided by any Contract may be waived only in writing, and any failure to exercise or any delay in exercising a right or remedy by Accenture shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the

terms of a Contract or of a default under a Contract shall not constitute a waiver of any other breach or default and shall not affect the other terms of such Contract.

- 13.7 **Variation:** No variation or alteration of any of the provisions of a Contract or these Conditions shall be effective unless it is in writing and signed by or on behalf of each party.
- 13.8 **Insurance:** The Supplier shall have in force and maintain at the Supplier's cost such policies of insurance with a reputable and authorised insurer in the UAE so as to give adequate levels of insurance cover in respect of all of the Supplier's liabilities and obligations to Accenture in relation to the Contract, and shall, upon request by Accenture, provide evidence of such policies.
- 13.9 **Subcontractors:** The Supplier may not subcontract the performance of the whole or any part of a Contract without Accenture's prior written consent. The Supplier shall not be relieved of any of the Supplier's obligations under this Contract by the appointment of a subcontractor. The Supplier shall remain primarily liable for the acts or omissions of any subcontractors it appoints.
- 13.10 **Entire agreement:** This Contract, its annexures, the Schedule and any documents incorporated by reference contains the entire agreement between the parties and supersedes all negotiations, representations (except fraudulent representations) and proposals (written and oral) relating to its subject matter.
- 13.11 **Survivorship:** The parties hereby agree that the provisions of clauses 1, 2, 5.11, 5.12, 10, 12 and 13 shall survive any termination of this Contract.
- 13.12 **Independent status:** The Supplier acknowledges that it is engaged as an independent contractor, and nothing in this Contract shall be deemed or construed to create a joint venture, partnership, or employee/employer relationship between Supplier and Accenture.
- 13.13 **Non exclusivity:** This Contract shall not be an exclusive agreement between the parties. Nothing shall prevent Accenture from procuring goods and services which are the same as or similar to the Goods and Services from any third party.
- 13.14 **Representations:** The Supplier agrees that it has not been induced to enter into this Contract by any representation other than that expressly set out in this Contract.
- 13.15 **Compliance with laws:** The Supplier confirms that it is in, and shall ensure its provision of the Deliverables are in, compliance with all applicable laws, regulations and standards, including those relating to the design, manufacture, testing, labelling, sale and transportation of the Deliverables.
- 13.16 The Supplier shall comply at all times with all applicable laws and regulations of any jurisdiction in which the Supplier acts, including the U.S. Foreign Corrupt Practices Act ("FCPA") and all other anti-bribery laws. A summary of the requirements of the FCPA and Accenture's anti-bribery policy is attached in the Schedule appended to these Conditions.
- 13.17 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: <https://www.accenture.com/us-en/company-ethics-code.aspx#suppliers>.
- 13.18 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 24 hours a day, seven days a week (the Supplier can reverse the charges) or visit the encrypted website at: <https://businessethicsline.com/accenture/>. The Supplier should use the Ethics Line only to make a good faith claim. Accenture takes all allegations seriously.

- 13.19 **Governing law and jurisdiction:** This Contract shall be governed by and construed in accordance with the federal laws of the UAE and the laws of the Emirate of Abu Dhabi.
- 13.20 The parties agree and acknowledge that all disputes or claims arising out of or in connection with this Contract shall be finally settled by arbitration in accordance with the rules of the Dubai International Financial Centre ("**DIFC**") - LCIA Arbitration Centre ("**Rules**"), which Rules are deemed incorporated by references into this clause. The number of arbitrators shall be one (1) appointed in accordance with the Rules, and:
- 13.20.1 the seat of the arbitration shall be the DIFC;
- 13.20.2 the language of the arbitration shall be English;
- 13.20.3 the arbitration award shall be final and binding upon the Parties and not subject to any appeal in any court; and
- 13.20.4 the arbitration shall deal with the question of the costs of the arbitration and all related matters.
- 13.21 The parties agree and acknowledge that any dispute and arbitral proceedings may take longer than six (6) months and the parties agree that in the event that a dispute and/or arbitral proceedings takes longer than six (6) months, such circumstance shall not form the basis of a procedural challenge to any arbitral award that is subsequently delivered.

SCHEDULE: FCPA AND ACCENTURE ANTI-BRIBERY POLICY SUMMARY

1. Accenture, its agents and subcontractors (or anyone acting on Accenture's behalf) may NOT offer, promise or provide any item of value, pay bribes or make improper payments to Public Officials directly or indirectly in order to:

- obtain new business,
- retain existing business, and/or
- secure any improper advantage.

Any accepted local practices to the contrary are irrelevant – our company's standard may be higher than local law.

2. Who is a Public Official?

"Public Official" includes any:

- government official;
- officer or employee of a government, department, agency or instrumentality thereof or any person acting in an official capacity for or on behalf of any such government or instrumentality;
- state working person or state functionary;
- organisation authorised by the local government to perform certain government functions;
- personnel of state-owned or controlled commercial corporations, enterprises, institutions or organisations (whether partially or wholly owned);
- outside director of a state-owned entity;
- part-time legislator;
- person holding an honorary or ceremonial government position;
- royal family members;
- political parties, political party officials, and candidates for political office;
- officers or employees of public international organisations, such as the World Bank or International Monetary Fund;
- relatives or close associates of any of the above.

3. What is an "item of value"?

An "item of value" includes:

- Any payment of money;
- Any item of value;

- An offer of employment to a Public Official, the Public Official's relative or associate, or someone recommended by the Public Official;
- Payments to third parties, including charities or not-for-profit organisations on behalf of, or at the request of, a Public Official;
- Stock or equity interest given to a Public Official in a joint venture opportunity;
- Travel expenses, such as airfare, entertainment, meals, per diems or hotel accommodations;
- Free or reduced-price Supplier technology products;
- Free or reduced-price advertising or services for a Public Official or a business in which the Public Official has an interest;
- Tuition paid for a Public Official's child;
- Club dues or fees.

4. What is "obtaining or retaining business"?

The phrase "obtaining or retaining business" covers a very broad spectrum of activity. It includes obtaining or seeking to obtain contracts and/or any marketing or business development efforts. Also, it includes obtaining, or seeking to obtain, benefits to which the Supplier is not otherwise clearly entitled, which includes acts that:

- Result in a change in law or regulation to create a better legal environment;
- Reduce the amount of tax the Supplier might owe in a particular country;
- Secure licenses or permits, or bypass statutory requirements.