

ACCENTURE GENERAL PURCHASING CONDITIONS

These Accenture General Purchasing Conditions (henceforth referred to as “General Conditions”) govern the terms and conditions under which the Supplier shall sell/supply to Accenture products (including, among others, software, hardware, equipment and respective components and accessories) (henceforth called “Products”) and/or services (henceforth called “Services”) which may be used by Accenture both within the scope of its internal activity and within the scope of its commercial activity. The Products/Services to be supplied to Accenture are described in Purchase Orders (henceforth called “Purchase Order”) issued by Accenture under the terms and conditions outlined in these General Conditions. Whenever Accenture requests a supply through a Purchase Order, it shall be subject only to these General Conditions, except when the parties have signed a specific contract for the purpose, in which case such a contract shall prevail over these General Conditions, where applicable. The Supplier’s terms and conditions are not applicable, unless expressly agreed in writing by Accenture beforehand.

1. Acceptance: Acceptance of these General Conditions by the Supplier constitutes a contract between Accenture and the Supplier (henceforth referred to together as “Parties”), whose rights and obligations are governed by these General Conditions, the Purchase Orders and, if applicable, by any other special conditions agreed between the Parties (henceforth called “Contract”). The acceptance must be made in writing by the Supplier by sending to Accenture a copy of the present General Conditions signed at the place outlined below. In any event, the supply of any Product or the start of any Service under the terms of the Purchase Orders by the Supplier shall constitute a tacit acceptance of these General Conditions and the respective Purchase Order.

2. Issue of Purchase Orders: The Purchase Orders relating to the Products/Services to be supplied under the Contract will be issued by Accenture and sent in digital form or by fax to the Supplier. The Supplier declares and assures that it has the technical and technological capacity to receive the Purchase Orders by these means, and acknowledges and accepts that each Purchase Order shall be sent in this way to the e-mail address or fax number it has communicated to Accenture. Any change to the e-mail address or fax number supplied to Accenture for delivery of the Purchase Orders shall be immediately communicated to

Accenture by the Supplier. The Supplier is responsible for keeping this data up to date. The elements of the Purchase Orders, issued in accordance with the present General Conditions, may not be unilaterally modified by the Supplier. The Supplier undertakes to inform Accenture of any error or omission of any element at the Purchase Order upon reception thereof. In case Accenture confirms, at its sole discretion, the existence of an error and/or omission at the Purchase Order, Accenture shall then issue a new Purchase Order.

3. Receipt and acceptance of the Purchase Orders: The Purchase Orders are deemed sent by Accenture and received by the Supplier upon their delivery to the e-mail address or fax number provided by the Supplier. The Supplier undertakes to inform Accenture its acceptance or non-acceptance of the Purchase Order within 2 (two) working days after its reception, using the e-mail address indicated by Accenture, unless a shorter deadline is requested by Accenture due to the urgency of the supply. If the Supplier does not reply within the aforementioned deadline, the Purchase Order is, for all purposes, considered received and accepted, and the Supplier is, therefore, obliged to supply the Products/Services described therein under the terms of the Purchase Order and these General Conditions.

4. Non-Exclusivity: The Supplier acknowledges and accepts that it has no right of exclusivity on the supply of Products and/or Services to Accenture and that Accenture may obtain similar products or services from other entities.

5. Prevalence: These General Conditions prevail over and replace any other conditions that are in contradiction to them, unless such conditions have been agreed between the Parties in writing. Accenture is not subject to any further conditions imposed by the Supplier, unless such conditions are agreed in writing by a duly authorised representative of Accenture.

6. Price and payment conditions: For the Products and/or Services supplied, Accenture shall pay the amounts described in the Purchase Orders. The prices agreed are fixed prices and may only be changed or reviewed through written agreement among the Parties. Under no circumstances may they be unilaterally changed by the Supplier. The prices include packaging, transport, loading, unloading and insurance of the Products supplied and delivered at the location indicated by Accenture in the Purchase Orders. After delivery of the Products or provision of the Services, the Supplier shall immediately send Accenture the respective invoice, which shall be issued as set forth in Accenture's Suppliers Guide to Invoicing which is attached to these General Conditions. In addition to the description of the Products supplied or Services rendered, the elements provided for in Accenture's Guide to Invoicing, and the further mandatory legal information, the invoice shall contain, if applicable, the Delivery Note number that travelled with the Products, as well as the Purchase Order number that gave rise to it. Invoices received that do not contain all of the requested information shall be returned for rectification and shall only be considered received on the receipt date of the last amended version. Invoices shall be paid by bank transfer within 60 (sixty) days, counting from the date of their receipt by Accenture, unless a different deadline is foreseen in the Purchase Order. In the event of partial or defective delivery of Products, Accenture reserves the right to withhold payment until the situation is resolved. The number of the Purchase Order must be indicated in all documentation (delivery notes, invoices, waybills, insurance documents, etc.) and all associated correspondence.

7. Quantity: Accenture shall only accept the quantities or number of units actually requested. Quantities above or below those requested shall only be accepted with advance written approval from Accenture.

8. Packaging and delivery: The Products supplied shall be packaged and sent by the Supplier in accordance

with the DDP rule (Incoterms® 2010), with due care and diligence in order not to suffer any damages during the delivery. When Accenture purchases Products in bulk and with multiple delivery dates, the Supplier shall be responsible for the storage of these products at its premises, at no additional cost to Accenture. The risk of loss or deterioration of the Products until their unreserved reception by Accenture at the location indicated in the Purchase Order will be borne by the Supplier. As such, the Supplier shall replace all the Products damaged during delivery as soon as possible.

9. Delivery: The Products requested in the Purchase Orders shall be delivered in accordance with the specifications provided by Accenture, to the following address: C/O: Departamento de Compras, Avenida Duarte Pacheco – Amoreiras, Torre I – 13.º andar, 1070-101 Lisbon, unless otherwise agreed between the Parties. The agreed delivery dates shall be binding. If no delivery date has been agreed, the Products and/or Services must be delivered within 10 (ten) working days counting from the date of issue of the respective Purchase Order. If the Supplier is aware that the agreed delivery date cannot be met for any reason, it shall immediately notify Accenture in writing of such fact, outlining the reasons and the expected delay. In such case, the Supplier will be liable to pay any indemnity that becomes due under the general terms of law. If the delay is longer than 5 (five) days and due to that delay Accenture objectively loses interest in the supply of the Products and/or Services, Accenture may cancel the Purchase Order without the Supplier being entitled to any indemnity.

10. Taxes: When applicable, Accenture shall be responsible for paying the Value Added Tax and other taxes and fees legally applied to the acquisition of the Products and Services that are the object of the Purchase Order. Taxes due by Accenture, whenever applicable under the legal provisions in force on the date of the Purchase Order, shall be paid provided they are indicated separately in the invoice issued by the Supplier. The payments made by Accenture within the scope of the Purchase Order may be subject to a deduction or retention of the taxes legally due by the Supplier, as provided for under the applicable law. The Supplier must, when requested by Accenture, deliver the taxation documents that are necessary to prevent or minimise this tax deduction or retention. All the issued invoices shall mention the Supplier's and Accenture's tax identification number. If the Supplier pays any tax on behalf of Accenture, it shall be entitled to be reimbursed provided that it indicates the amount and nature of the tax on the issued invoice and, when requested, provides proof of payment of such tax. The Supplier shall indemnify Accenture for any interest and fines that may be incurred by Accenture due to non-compliance by the Supplier with any tax obligation. The Parties shall cooperate in good faith and under the legal terms in force to minimise taxation on the transactions that are the object of the Purchase Order.

11. Export: The Supplier must comply with all customs control rules in the country of origin of the goods supplied within the scope of the Purchase Order, as well as with all the legal provisions on customs, imports, exports, re-exports, dispatch, transmission, use, maintenance and repair of Products, technical data and services (together referred to as "Customs Laws"). Prior to providing Accenture with any good, software or technical data subject to customs export control, the Supplier undertakes to inform Accenture, in writing, about any export obligations imposed by the national regulations of the country of origin of the Supplier's goods and the customs classification and control numbers. When purchasing goods from the United States of America, Accenture reserves the right not to receive goods, software, services or technical data classified at a level other than the American EAR99/AT. The breach of any provision of Customs Laws by the Supplier entitles Accenture to terminate the Purchase Order, with prior notification. All expenses, fees and taxes, charges, licences, import duties, customs duties and any other costs related to the execution of the Purchase Order in the country of origin are included in the price.

12. Supplier's Warranties: The Supplier declares and warrants that (i) it has the technical and technological

capacity to receive the Purchase Orders through the means used by Accenture (ii) it is able to legitimately sell the Products and provide the Services, which are free from any defects, charges or encumbrances, and in the case of Software, from any virus, malware, spyware or any other kind of error (“bugs”) (iii) it strictly and fully complies with, and assures that its staff complies with, all the laws and regulations applicable to its business activity and that it is in possession of all authorisations, licences and/or approvals which, under the law and the applicable regulations, are applicable and necessary for the pursue of its business activity and the fulfilment of the obligations arising from the Purchase Order, (iv) the Products or Services supplied are in compliance with the Purchase Order and meet the descriptions and specifications agreed with Accenture, (v) are appropriate and sufficient for Accenture’s intended specific purpose, and (vi) comply with the legal provisions applicable to this kind of Products or Services. The warranty period is 2 (two) years, unless a longer period is agreed between the Parties, in which case the longer warranty period shall prevail, and which shall begin from the date of delivery to Accenture or whoever Accenture indicates, at the place of receipt or use of the Product or Service acquired, if this later occurs after the delivery date. The applicable warranty period for construction works shall be the one provided by law for such works. In the event machinery, equipment or any other deliverable cannot be used during the warranty period due to defects or corrections under this warranty, the warranty period shall be extended for the time the goods in question could not be used. The payment, inspection or reception of Products or Services by Accenture does not constitute a waiver of the warranty and does not affect Accenture’s further legal rights in the event of defective Products or Services.

13. Return or replacement of defective Products: Notwithstanding the applicable legal provisions, namely as regards defective products, the Supplier undertakes to repair or replace the Product or Service during the warranty period. Accenture shall notify the Supplier of any defects within 30 (thirty) days of becoming aware of them. Notwithstanding other Accenture’s rights under the law or these General Conditions, Accenture may return the defective Products to the Supplier to be replaced by new Products or repaired, at the expense and risk of the Supplier, who shall be responsible for all the labour and material expenses incurred to replace or repair the defective products, as well as any costs related with the handling, filtering, packaging and transportation thereof in both directions.

14. Software Rights: The Supplier shall grant Accenture an irrevocable, non-exclusive, worldwide, perpetual and fully paid-up right and license to install and use Software copies for Accenture’s business purposes and to enable Accenture to provide its services to its clients. The term “Software” includes any software or documentation identified or related to the Products or Services identified in the Purchase Order or any addendum to the Purchase Order. The license shall be unrestricted in relation to: The model and capacity of the processors using the Software, as well as the names of the individuals who may use the Software. Accenture shall be entitled to host and/or support its client data (and any associated Products or Services, as applicable) through the Software. Accenture may use the Software (and any associated Products or Services, as applicable) on its own behalf, on behalf of its clients (i) on its own premises and equipment, (ii) on the premises and equipment of its clients or (iii) in a third party data centre, with the sole purpose of operating the Software in accordance with these General Conditions.

15. Termination: Without prejudice to the applicable legal provisions on contracts’ termination, either Party may terminate the Contract in the event of a breach thereof by the other Party which is not capable of being remedied or, whenever capable of being remedied, is not remedied within 15 (fifteen) days as from the date of reception of a written notification specifying the breach and requesting its remedy . The Parties agree that Accenture is entitled to immediately terminate the Contract in the event of a breach of the provisions set forth in Clause 24. Termination of the Contract based on breach of the obligations described in Clause 24 shall be made through a communication sent by Accenture to the Supplier and does

not entitle the latter to any indemnity, without prejudice, however, of Accenture's right to be reimbursed by the Supplier for all the amounts paid up to the date of termination and to be indemnified for all costs and indemnities it has to paid due to the aforementioned breach.

16. Reduction and suspension of orders: Notwithstanding the provisions of these General Conditions, Accenture may suspend or reduce the orders listed on a Purchase Order, either because of an event of force majeure, or as a consequence of any other fact outside its control, change in the normal conditions of its business, or legal or administrative imposition. In this case, Accenture shall not be liable to pay any indemnity to the Supplier. Accenture may cancel all or part of a Purchase Order, at any moment, at its convenience, provided that it notifies the Supplier of its intention in writing reasonably in advance of the date that the revocation or cancellation of the Purchase Order comes into effect.

17. Insurance. The Supplier shall be responsible for executing and keeping valid and in effect all the insurance policies required to ensure compliance with the Purchase Order, in accordance with the provisions of these General Conditions and/or the Purchase Order, so as to protect Accenture's position as regards all the losses or damages occurred during the supply. The Supplier undertakes to exhibit to Accenture, upon its request, proof of the execution of the insurance policies herein foreseen.

18. Supplier's Liability: The Supplier shall be responsible for protecting, defending and holding harmless Accenture and its Affiliates, its respective managers, directors, employees, collaborators, suppliers and agents against any claims, lawsuits, proceedings, losses (direct or indirect), liabilities, costs, damages or expenses (including but not limited to lawyers' fees) that are incurred due to (i) the use of the Products or Services, (ii) personal damages, death or other damages caused by the Products, Services or by the Supplier's directors, collaborators, suppliers, employees or agents, (iii) non-compliance by the Supplier with the obligations and warranties it accepted in relation to Accenture under the terms of these General Conditions, (iv) the sale of Products and/or the rendering of the Services that constitute a breach of copyright, business secret, patent or any other intellectual property, or (v) resulting from a negligent or fraudulent act or omission or a breach of fiduciary duty by any of the Supplier's employees, agents, suppliers or workers in relation to the fulfilment of the Purchase Order by the Supplier. "Affiliate" means any entity that is controlled or under the control of Accenture PLC, a limited liability company, with registered offices in Ireland, and listed on the New York stock exchange under the ACN symbol.

19. Accenture's Liability: Notwithstanding the liability for damages caused by wilful misconduct or gross negligence, the contractual liability of Accenture for damages caused to the Supplier or to third parties within the scope of the Contract, including loss of profits and emerging damages, shall not exceed the amount corresponding to the price of the Products or Services that are the object of the same at that moment.

20. Use of names, brands, logos and other distinctive signs. The names, brands, logos and other distinctive signs of each of the Parties shall remain their entire and exclusive property. Neither Party will acquire any rights with regard to the names, brands, logos and other distinctive signs of the other Party. Notwithstanding the above, the Supplier authorises Accenture to use the names, brands, logos and other distinctive signs of the Supplier in a restricted manner and only within the scope of the undertaking of the activities described in the Purchase Order. Without advance agreement in writing from Accenture, the Supplier may not: (i) disclose or publicise a Purchase Order or its content, (ii) state that any Product or Service has been approved by Accenture or by its Affiliates, or (iii) use the name or any brands, logos or other signs distinctive to Accenture or any of its Affiliates on any client list, in connection with marketing activities or materials or any other kind of written, electronic, magnetic communication or any other

material supplied to third parties.

21. Confidentiality: The Supplier undertakes not to disclose and to maintain confidentiality of all non-public information transmitted to it in order to fulfil the contract or Purchase Order, and to use such information solely for these purposes. The Supplier shall likewise impose these same obligations on its employees and subcontractors. The very existence of the contract or the Purchase Order shall be kept confidential. Its disclosure requires prior authorization from Accenture, except whenever the disclosure is required in order to comply with legal obligations.

22. Personal Data: Whenever in fulfilment of the Contract the Supplier has to carry out operations that involve processing of personal data or has access to such data in any capacity, the Supplier undertakes to comply with Law no. 67/98 of 26 October (“Personal Data Protection Law”), or any other legal statute that comes to replace it. Except whenever it has obtained Accenture’s prior written authorization to the contrary, the Supplier undertakes to store and process any personal data in a strictly confidential manner and not to copy, reproduce, adapt, modify, change, delete, destroy, disseminate, transmit, disclose or in any other way place at the disposal of third parties personal data that it has access to or which have been transmitted to it within the execution of the Contract. For this purpose, the Supplier assures that it will comply with the internal privacy policies of Accenture, as well as with any rules related to personal data processing, namely adopting practices suitable for their protection, which Accenture is obliged to comply with, provided such policies and rules are communicated to it in advance. The Supplier undertakes to keep Accenture informed in relation to data processing carried out by the Supplier, and to immediately communicate any situation that may affect the processing of the data in question or which in some way may give rise to non-compliance with legal provisions on personal data protection or the terms of any authorisation provided by the individual the data pertains to, as regards their processing. The Supplier expressly authorises the transfer of its personal data between entities within the Accenture Group, even if located outside Portugal, and may at any moment exercise the right to access, update, rectify and oppose the data supplied through communication addressed to the database manager, sent to the following address: Accenture – Consultores de Gestão S.A., C/O: Data Privacy Officer, Avenida Duarte Pacheco – Amoreiras, Torre I – 16.º andar, 1070-101 Lisboa, outlining the data to be amended, updated or eliminated. The Supplier expressly authorises Accenture to check, on its own initiative or through specialised companies, the authenticity, truthfulness and correctness of the professional experience alluded to and all other information provided.

23. Compliance with laws: The Supplier shall be responsible for complying with all laws, regulations and instructions applicable to its business activity, including, without limitation, rules on the design, production, testing, labelling, sale and transport of the Products and Services supplied.

24. Ethical Conduct: The Supplier declares that it knows, understands and undertakes to comply with all the laws, rules and guidelines on corruption in force in the United States, in the country of the Contract’s governing law and in the other jurisdictions that may be applicable to its execution, namely those defined in the U.S. Foreign Corrupt Practices Act and in the UK Bribery Act. The Parties undertake not to carry out any acts that, in accordance with the principles of good faith, constitute a violation of anti-corruption regulations. The Supplier shall be responsible for complying with government regulations applicable to the receipt and use of tangible or intangible products or the services furnished, namely with regard to import and export restrictions and obtaining, recording and filing the licenses and authorisations required under the applicable law. The Supplier also declares that it carries out its business activity based on ethical principles and that it does not perpetrate unlawful, abusive or fraudulent acts, and that it has not received, offered, paid, promised or authorised (and has instructed its workforce not to receive, offer, pay, promise

or authorise) directly or indirectly, payments or any amounts from or to third parties, in exchange for commercial gain, namely to influence, accelerate or facilitate actions or decisions of public officers. Accenture is committed to conducting its business activities free from of unlawful, unethical or fraudulent practices. The Supplier is expected to act in line with the professional and ethical standards of Accenture as described in the Accenture Supplier Standards of Conduct, promptly reporting any unlawful, unethical or fraudulent activities that it becomes aware of. A copy of the Accenture Supplier Standards of Conduct is available at the following e-mail address: accenture.com/SupplierStandardsOfConduct. Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these Standards of Conduct. To report a serious concern, please call the Accenture Business Ethics Line at 00 1 312 737 8262, available 24 hours a day, seven days a week (you may reverse the charges) or visit the following address <https://businessethicsline.com/accenture>. The Business Ethics Line should be used only to make a good faith claim. Accenture takes all allegations very seriously.

25. Independence. The relations between the Parties, as outlined in this Contract, are regular relationships one would expect from two legally separate entities. Hence, neither of the Party, nor their respective employees or other collaborators linked to the supply of Products and/or the provision of Services, acts as a representative, agent, proxy or attorney of the other. Likewise, the acts or omissions of one Party do not have any binding effect on the other Party in relation to third parties.

26. Assignment of contractual position and subcontracting: The Supplier may not assign or transmit its position in the Contract or subcontract the Services or Products to third parties, in whole or in part, without the prior written agreement from Accenture. Notwithstanding, Accenture is hereby authorised to assign its contractual position to companies within the Accenture Group. "Accenture Group" means the set of companies directly or indirectly owned by Accenture PLC, a limited liability company, with registered offices in Ireland, listed on the New York Stock Exchange under the symbol ACN, and its successors or Affiliates.

27. Partial Invalidity: Any provision of this Contract deemed invalid, illegal, non-enforceable or void shall not affect the validity of its remaining provisions, unless proven that the Contract would not have been executed without its inclusion.

28. Waiver: The waiver of any provision of the Contract or of any right or obligation of either Party shall only be valid if made in writing. The non-exercise of a right by a Party shall not be deemed a waiver thereof by said Party.

29. Audit: Accenture reserves the right to audit, at its own expense, during the validity of the Contract and during a period of 3 (three) years after the Contract has ended, the Supplier's books and records related to the provision of Services, including the amounts invoiced to Accenture or paid to third parties on behalf of Accenture.

30. Full Agreement and amendments: The Contract contains the full agreement of the Parties as regards its object and revokes all other prior agreements or understandings, verbal or written, on that matter, unless they are agreed in a written document signed by both Parties. The Contract may only be amended or modified in writing by mutual agreement of the Parties.

31. Applicable Law and Court of Law: The settlement of any disputes arising from the interpretation, implementation or termination of the Contract shall be made under Portuguese law, and resolved by the Lisbon district civil court, with express waiver of any other.

32. Survival: The provisions of these General Conditions which due to their nature remain in force after the Contract has terminated, shall remain in full effect irrespectively of the termination cause.

*Copyright © Accenture 2012. Confidential – Reference to Accenture in these General Conditions is understood to mean **Accenture, Consultores de Gestão, S.A.**, a limited liability company, with a share capital of EUR 2,000,000.00, and registered offices at Avenida Eng.º Duarte Pacheco, Torre 1 – 16.º, 1070-101 Lisboa, registered with the Lisbon Commercial Registry Office under the single registration and tax number 502309440, or Accenture **Technology Solutions, Soluções Informáticas Integradas, S.A.**, a limited liability company, with a share capital of EUR 2,000,000.00, and registered offices at Avenida Eng.º Duarte Pacheco, Torre 1 – 16.º, 1070-101 Lisboa, registered with the Lisbon Commercial Registry Office under the single registration and tax number 502309440, or both, as applicable.*

I am fully aware of and accept these General Conditions

Yes

No

The Goods Supplier/Service Provider,

(Signature of the Legal Representative and Company Stamp)

(Complete name of the Company's Legal Representative)

(Job Title of the Company's Legal Representative)

Please send us both

(i) a hard signed copy of these General Conditions (by regular mail)

and

(ii) a soft copy to the e-mail Portugal.procurement@accenture.com (preferred method)

or to one of the following fax numbers

+351213713672 / +351213713629 / +351213713867 (alternative method).