

Accenture
General Conditions of Purchase of Goods and Services

1. Interpretation of definitions

- 1.1. "Accenture" means: Accenture Kft., a limited liability company with registered number Cg. 01-09-167565, having its registered address at 1138 Budapest, Bence utca 1., Hungary, or Accenture Industrial Software Solutions Kft., Accounts Payable, with registered number Cg. 01-09-178415, having its registered address at 1116 Budapest, Hauszmann Alajos utca
2. Hungary, register kept by the Metropolitan Court as the Court of Registration in Budapest, as indicated in the Purchase Order.
- 1.2. "Deliverables" means the goods and or services, as the case may be, detailed in the Purchase Order. "Intellectual Property Rights" means 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, commercial or confidential information, know how or trade secrets and any other rights of a like nature whether or not registered, and the right to apply for them.
- 1.3. "Purchase Order" means the attached Purchase Order requesting the supply of Deliverables.
- 1.4. "Specification" means the specification; description; function; or any other requirements set out in the Purchase Order and attached documents (including drawings or descriptions) and the Supplier's product documentation.
- 1.5. "Supplier" means the person or entity which is to provide the Deliverables pursuant to the Purchase Order.
- 1.6. "Conditions" mean these Accenture General Conditions of Purchase of Goods and Services.

2. Purchase Order

- 2.1. The Purchase Order issued by Accenture will set out the Deliverables required by Accenture, and the Supplier agrees, with the confirmation of acceptance of the Purchase Order or with the delivery of the Deliverables, whichever occurs earlier, that any Deliverables supplied under the Purchase Order shall be subject to these Conditions, EXCEPT where Accenture and the Supplier have agreed to execute specific written agreement to the supply of the Deliverables, in which case the terms of such an agreement shall govern the supply of the Deliverables and shall supersede these Conditions.
- 2.2. Subject to Clause 2.1, the parties agree that the Purchase Order together with these Conditions includes all of the terms and conditions relating to the Deliverables specified in the Purchase Order to the exclusion of any other terms and conditions relating to such Deliverables on any other purchase order, confirmation, invoice, payment slip or any other related document, and in particular, those documents issued by the Supplier.
- 2.3. 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. Accenture will not be liable to reimburse any costs incurred by the supplier prior to receipt of this written confirmation.
- 2.4. The Supplier shall be obliged to deliver to Accenture written confirmation of the acceptance of the Purchase Order within 5 working days. Accenture shall be entitled to reject late confirmation of the Purchase Order or, should the Supplier not deliver such written confirmation within 5 working days, deem the Purchase Order to be accepted.

3. Delivery and Performance

- 3.1. With regard to performance of the Purchase Order by the Supplier, time is of the essence. The Deliverables shall be delivered or performed on the date and at the place specified in the Purchase Order. The Supplier shall be obliged to immediately inform Accenture about any foreseeable delay with a delivery or performance of the Deliverables and ask Accenture for further instructions.
- 3.2. Unless expressly agreed otherwise the Deliverables shall be delivered during Accenture's normal business day. Delivery and any other costs associated with the supply of the Deliverables shall be at the Supplier's own expense unless otherwise stated on the Purchase Order.
- 3.3. Unless expressly agreed otherwise, Accenture's signature given on any delivery note or other documentation presented for signature in connection with delivery of the Deliverables is evidence only of the number of packages received, and not evidence of actual quantity, quality or condition of the Deliverables. Notwithstanding this provision, Accenture shall commence the inspection of the Deliverables and perform Accenture's acceptance tests without undue delay following the delivery, taking into account the nature of the Deliverables.

4. Specifications and Rejection

- 4.1. The Deliverables must conform in all respects with the Specifications. All goods in the Deliverables must be of sound materials, workmanship and (where the Supplier is responsible for this) 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 sound manner and be free from any defects, including (to the extent that the Supplier is responsible for this) defects in design or installation.
- 4.2. All Deliverables must pass Accenture's acceptance tests. Accenture shall be entitled to reject all Deliverables that do not meet the provisions of Clause 4.1. If by the nature of the Deliverables any defects or any failure to conform with Clause 4.1 does not or would not become apparent (despite the carrying out of any examination) until after use, Accenture may reject the same even after a reasonable period of use.
- 4.3. Any Deliverables rejected under Clause 4.2 must at Accenture's request be replaced or re-performed as the case may be by the Supplier and at the Supplier's expense. Alternatively, Accenture may elect, at its discretion, to cancel the relevant

Purchase Order pursuant to Clause 10 in respect of the Deliverables in question and the whole of the remainder of the Deliverables (if any) covered by the Purchase Order. All rejected Deliverables will be returned to the Supplier at the Supplier's expense.

- 4.4. The Deliverables shall be in conformity with any applicable Hungarian, EU and International standards. The Deliverables shall, at the time of delivery or performance, be in conformity with all relevant requirements of any applicable statute, statutory rule or order or other instrument having the force of law.

5. Inspection

- 5.1. The Supplier shall permit Accenture access to its premises at any reasonable time in order to inspect the Deliverables in the course of manufacture, provision or storage. If, as a result of such inspection, Accenture is not satisfied that the Deliverables will comply with the Purchase Order, it shall notify the Supplier in writing and the Supplier shall, as soon as possible, take all necessary steps to ensure compliance. An inspection or notification by Accenture shall not relieve the Supplier of its obligations under the Purchase Order.

6. Property and Risk

- 6.1. Property and risk in goods shall pass to Accenture when they are delivered in accordance with Clauses 3 and 4. Such passing of property and risk shall be without prejudice to any right of rejection arising under these Conditions.

7. Prices and Payment

- 7.1. Prices and the currency shall be as specified in the Purchase Order.
7.2. No increase in price shall be made or accepted unless agreed in writing by Accenture.
7.3. The Supplier shall submit an invoice once the Deliverables have been duly delivered to and accepted by Accenture.
7.4. Accenture shall pay the Supplier within 30 days of receipt of a correct and duly submitted invoice. The invoice must contain all information as prescribed by applicable Hungarian law and number (code) of the Purchase Order, otherwise it shall not be deemed correct and Accenture shall not be obliged to pay the price until the Supplier submits to Accenture a correct invoice.

8. Intellectual Property Rights

- 8.1. The Supplier warrants that neither the sale nor use of goods, nor the performance of its services, will infringe any Hungarian or foreign copyright, patent, trademark, registered design or any other Intellectual Property Rights whether or not similar to any of the foregoing.
8.2. The Supplier shall indemnify Accenture from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as set out in Clause 8.1 and the Supplier shall defend or (at Accenture's option) assist in the defence of any proceedings which may be brought in that connection.
8.3. In the event of such claim or action, the Supplier shall forthwith do all things and take such action (including procuring any required licences, consents or authorisations or modifying or replacing any infringing item) without charge to Accenture as shall be necessary to prevent or remedy (without detracting from the overall functions or performance) any infringement, provided that the Supplier shall not act in any way which shall prejudice the Intellectual Property Rights of Accenture; the Supplier shall at all times act in such a way as to minimise interruption and disruption to the operation of Accenture's business.
8.4. The Intellectual Property Rights in all works of authorship created by the Supplier in the course of execution of services ("Project Materials") shall vest immediately and exclusively in Accenture. In the event that the Supplier requests and Accenture grants written consent that the Intellectual Property Rights for specific Project Materials are not assigned to Accenture, the Supplier hereby grants to Accenture and its affiliates an irrevocable, exclusive, worldwide, perpetual, royalty free licence to use, copy or modify the Project Materials with a right to sub-license those Project Materials to third parties for any purposes intended by Accenture from time to time to the extent it is possible under Copyright Act no. LXXVI of 1999. (as amended)) (especially in respect of the methods of further use).
8.5. Where applicable and to the extent permitted by the applicable laws, the Supplier hereby waives all moral rights ("személyhez fűződő jogok" as defined in the Copyright Act no. LXXVI of 1999. (as amended)) and transfers all property rights ("vagyoni jogok" as defined in the Copyright Act no. LXXVI of 1999. (as amended)) in the Project Materials supplied hereunder insofar as they relate to Accenture and agrees that it has obtained all waivers of moral rights and transfer documents in relation to the property rights and consents from any employee, agent, subcontractor or other third party necessary to comply with its obligations under this Clause 8.
8.6. Any drawings, specifications, data, documents, and other information provided by Accenture to the Supplier in connection with the Purchase Order and all Intellectual Property Rights therein shall remain the sole and exclusive property of Accenture and the Supplier shall at all times keep confidential all such information and return it to Accenture on demand or upon completion of the Purchase Order.

9. Liability, Warranty

- 9.1. Supplier warrants that it is in compliance with all applicable laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labelling, sale and transportation and provision (as applicable) of the Deliverables. Supplier and its employees shall comply at all times with all applicable laws and regulations of any jurisdiction in which Supplier acts, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA") and all other anti-bribery laws.
9.2. The Supplier shall indemnify Accenture against any losses, costs, expenses and liabilities caused to Accenture whether directly or as a result of any action, claim or demand of any third party by reason of any breach by the Supplier of these

Conditions, or of any terms and obligations implied by the applicable Hungarian laws, or by any other statute or statutory provision relevant to the supply of the Deliverables.

- 9.3. Within the warranty period, any defective Deliverables must be, at Accenture's option, repaired, replaced or re-performed as the case may be by the Supplier, at the Supplier's expense. Alternatively, Accenture may further elect (at Accenture's option) to cancel the relevant Purchase Order in respect of the Deliverables in question and the whole of the remainder of the Deliverables (if any) covered by the Purchase Order. All respective Deliverables will be returned to the Supplier at the Supplier's expense. The warranty period (in Hungarian: "szavatossági időszak") shall commence from the date once the Deliverables have been duly delivered to and accepted by Accenture and Accenture shall have warranty claims during one year from such date (unless a longer period is set out in the applicable laws or in the Purchase Order). The warranty period shall be restarted in case of repairs, replacements or re-performances.
- 9.4. The Supplier undertakes to hold Accenture harmless, for the full relevant term of the statute of limitations, from any actions that may be brought by the Supplier and/or its employees in relation to all damages for which Accenture may be held liable.

10. Cancellation, Termination

- 10.1. If a party is delayed or prevented from performing its obligations under the Purchase Order by circumstances beyond its reasonable control, such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order, the Purchase Order may be cancelled by the other party.
- 10.2. Subject to Clause 10.1, Accenture reserves the right to cancel (in Hungarian: "eláll") or terminate (in Hungarian: "felmond") the whole or any part of the Purchase Order or any consignment on account thereof if the same is not completed in all respects in accordance with the instructions and Specifications specified in the Purchase Order and with the foregoing Conditions, in particular with Clauses 3.1, 4.1, and 4.4. In the event of Accenture cancelling or terminating the Purchase Order as to all or any of the goods and/or the services 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 in connection with Accenture's said cancellation or termination, including any increase in price over that stated in the Purchase Order.
- 10.3. Furthermore, Accenture is entitled to - at Accenture's option - cancel or terminate the whole or any part of any Purchase Order in case where the Supplier commits a material breach of its obligations as agreed herein. A material breach is defined as a breach of any of the Supplier's obligations resulting from Clauses 3, 4, 8, 11 and 12 of the Conditions. The termination becomes effective upon receipt by the Supplier of a written termination notice, specifying the reason for termination.
- 10.4. Accenture reserves the right to postpone, terminate or cancel the performance of the whole or any part of any Purchase Order by written notice to be served and received by the Supplier at least five working days in advance. In such a case the Supplier shall be entitled to remuneration calculated on a pro rata basis based of the portion of Deliverables already supplied or handed over to Accenture.

11. General

- 11.1. The Supplier agrees:
- 11.1.1. that it shall comply, and warrant that it has complied, with the Data Protection Act no. CXII of 2011 (as amended), and any other applicable data protection laws and regulations, with special respect to GDPR (No. 2016/679 EU Regulation) (together, the "Data Protection Laws"); and
- 11.1.2. that it shall not, by any act or omission, put Accenture in breach of any of the Data Protection Laws, in connection with the Purchase Order.
- 11.2. Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier must act in a manner consistent with the ethical and professional standards of Accenture set forth in the Accenture Code of Business Ethics. This includes acting in a manner consistent with Accenture's position as a signatory of the United Nations Global Compact (UNGC), respecting the Ten Principles of the UNGC. The standards of the Accenture Code of Business Ethics also include promptly reporting unlawful, fraudulent or unethical conduct. Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting such conduct.
A copy of the Accenture Code of Business Ethics can be found at the following address:
http://www.accenture.com/Global/About_Accenture/Corporate_Governance/CodeProgram.htm
The Ten Principles of the UNGC can be found at the following address:
<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>
- 11.3. The Supplier warrants that, prior to the commencement of services to be performed by the Supplier's personnel on any engagement covered by these Conditions ("the Supplier's Assigned Personnel"), the Supplier shall carry out the following checks (collectively the "Background Check") in respect of each of the Supplier's Assigned Personnel, to the extent allowed by local law: Identity check, criminal record check, education check, previous employment check and employee's reference check. Based on express written agreement of the Parties, the above scope of Background Check may be narrowed as agreed therein.
- 11.4. Unless expressly agreed otherwise, the Supplier shall have in force and maintain at the Supplier's cost such policies of insurance with a reputable and authorised insurer as give adequate levels of insurance cover in respect of all of the Supplier's liabilities and obligations to Accenture in relation to the Purchase Order, taking into account the nature of the Deliverables and obligations of the Supplier.
- 11.5. The sole liability (whether for breach of contract or extra-contractual liability or otherwise) of Accenture to the other party for any and all claims in any manner related to this agreement will be the payment of direct damages, not to exceed (in the aggregate) an amount equal to the total net fees received by the supplier under the applicable purchase order during the

- 12 month period immediately preceding the event giving rise to such claim, less any amounts paid in relation to previous claims made hereunder. In no event will Accenture be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses or business interruption, lost business, lost profits or lost savings.
- 11.6. All Purchase Orders and any information disclosed to the Supplier by Accenture in relation to the same is confidential and the Supplier will not divulge or disclose it to any third party without prior express consent in writing from Accenture.
- 11.7. The Purchase Order shall not be assigned, charged, transferred, subcontracted or otherwise encumbered in whole or in part by the Supplier without the prior written consent of Accenture.
- 11.8. The Supplier shall not be relieved of any of the Supplier's obligations under these Conditions by the appointment of a subcontractor. The Supplier shall remain primarily liable for the acts or omissions of any subcontractors it appoints.
- 11.9. No delay or failure by either party to exercise any of its powers, rights or remedies under these Conditions shall operate as a waiver of them.
- 11.10. If any part of these Conditions are found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of these Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.
- 11.11. Subject to Clause 1.1, the Purchase Order contains the entire agreement between the parties and supersedes all negotiations, representations and proposals (written and oral) relating to its subject matter. In the event of any discrepancies between the Conditions and the Purchase Order, the Conditions shall prevail (unless otherwise agreed by Accenture in writing).
- 11.12. These Conditions or document made a part hereof or agreed to in connection herewith may not be amended, modified or waived in any respect whatsoever except in writing signed by the parties.
- 11.13. All aspects relating to the Conditions shall be subject to and interpreted in accordance with the laws of Hungary, in particular Act no. V of 2013 on the Civil Code, unless the Conditions and/or a Purchase Order provides otherwise. The parties submit to the exclusive jurisdiction of the Hungarian courts.

12. Provisions for Subcontractors

- 12.1. For the performance of any Purchase Order, the Supplier shall only use its permanent employees, hired in accordance with the local employment law regulations, unless explicitly agreed otherwise in the Purchase Order. The Supplier shall ensure that all its employees and resources are properly and timely trained and made aware of all applicable safety rules and procedures, including but not limited to, work safety and health protection rules.
- 12.2. The Supplier explicitly confirms and commits to remunerate timely and properly, in accordance with the binding laws and contracts, all its personnel assigned to or participating in the performance of the Purchase Order. In addition, the Supplier is solely responsible and accountable for the proper payment of all taxes, social security, health insurance contributions and all other applicable payments, fees and taxes. The Supplier shall indemnify Accenture for any costs and damages arising from or in connection with any breach of the Supplier's obligations as agreed in the Conditions.
- 12.3. The Supplier agrees and commits not to offer, solicit or provide (either directly or indirectly, e.g. through its employees or contractors, independently from their relationship with the Supplier) identical or competitive Deliverables to those supplied to Accenture's client or its affiliates as the ultimate receiver(s) of the Deliverables under the Purchase Order. This non-compete obligation shall be effective for the period of duration of the Purchase Order and for an additional twelve-month period following the completion of the Purchase Order. In particular, the Supplier shall not, either directly or as a potential subcontractor of other main contractors, provide any Deliverables for Accenture's client or its affiliates and shall not, directly or indirectly, support any of other main contractors of Accenture's client or its affiliates. In the event of a breach, the Supplier shall pay compensation to Accenture in the form of liquidated damages, notwithstanding any further claims under contract or law, as stipulated in the relevant Purchase Order.
- 12.4. The Supplier warrants that it has in effect a Business Continuity Plan ("BCP") and that the Supplier shall maintain such BCP in effect for the term of these Conditions. The Supplier shall test its BCP a minimum of once each calendar year and inform Accenture in writing that such testing has been completed and (a) list any deficiencies revealed, or (b) confirm that no deficiencies were found. The Supplier shall notify Accenture with at least sixty (60) days prior written notice of any intention to substantially modify or terminate such BCP. In the event that the Supplier (a) does not have a BCP in effect on the Effective Date of these Conditions, (b) did not respond to a request for proposal or (c) did not include a BCP in its response to a request for proposal in connection with these Conditions, the Supplier shall establish a detailed BCP and provide it to Accenture no later than thirty (30) days following the Effective Date of these Conditions and such BCP shall be subject to Accenture's written approval. Upon approval, such BCP shall be considered the BCP referred to in this section and shall be subject to the foregoing terms.
- 12.5. Except where Accenture expressly authorizes in writing in advance, the Supplier shall not solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of Accenture's Personnel during the delivery of the Deliverables under the relevant Purchase Order or during twelve months thereafter. For purposes of this section, "Personnel" includes any individual Accenture or its affiliate employs as a partner or employee and with which the Supplier or the third parties engaged by the Supplier come into direct or indirect contact in the course of the delivery of the Deliverables. In the event of a breach, the Supplier shall pay compensation to Accenture in the form of liquidated damages, notwithstanding any further claims under contract or law, equal to the greater of one (1) year's compensation either (a) offered to the Personnel by the Supplier or (b) paid or offered to the Personnel by Accenture, but in no event less than the amount stipulated in the relevant Purchase Order.
- 12.6. The acceptance of the Supplier's performance under the relevant Purchase Order is condition to the successful acceptance of said performance by Accenture's client.