

## Accenture Terms and Conditions for Supply

The "Supplier", a legal entity organized and existing in accordance with legislation of the Russia Federation confirms Accenture Terms and Conditions for Supply as follows.

In accordance to this (hereinafter "Agreement") the Supplier undertakes to supply to Accenture, and Accenture undertakes to buy from the Supplier goods and/or services, hereinafter referred to as the "Deliverables", subject to the terms and conditions of this Agreement, Purchase Order and other Annexes hereto as may be amended or updated from time to time.

### Interpretation of definitions

"Deliverables" means the goods and or services, as the case may be, detailed in the Purchase Order.

"Intellectual Property Rights" means any and all intellectual and industrial property rights whatsoever anywhere in the world including without limitation, any invention, design or utility model rights, patents, copyright, including software and database rights, trademarks, service marks, trade names, topography rights, commercial or confidential information, know how or trade secrets and any other rights of a like nature whether or not registered, any registrations thereof and applications thereto, the right to apply for them and the right to sue for past and future infringement of them.

"Purchase Order" means the attached Purchase Order requesting the supply of Deliverables.

"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.

"Agreement" means this document and any annex, exhibit, attachment, schedule, addendum, or modification hereto, unless the context otherwise indicates

### 1. Purchase Order

1.1 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 supply of the Deliverables, whichever occurs earlier, that any Deliverables supplied under the Purchase Order shall be subject to the Agreement, EXCEPT otherwise agreed by the Parties in written form.

1.2 Subject to Clause 1.1, the parties agree that the Purchase Order together with the Agreement 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 documents, and in particular, those documents issued by the Supplier.

1.3 The Supplier shall be obliged to supply 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.

### 2. Supply

2.1 With regard to performance of the Purchase Order by the Supplier, time is of the essence. The Deliverables shall be supplied or performed on the date and at the place specified in the Purchase Order. The Supplier shall be obliged to immediately inform Accenture in writing about any foreseeable delay with a supply or performance of the Deliverables and ask Accenture for further instructions.

2.2 Unless expressly agreed otherwise the Deliverables shall be supplied at the timeframes established in the Purchase Order. 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.

2.3 In accordance to the supply of the Deliverables, Accenture should revise the amount and the quality of the supplied Deliverables in accordance with terms, prescribed in the Purchase Order.

### **3. Specifications and Rejection**

3.1 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 all defects including (to the extent that the Supplier is responsible for this) defects in design or installation.

3.2 If the Deliverables aren't conformed in all respects with the Specifications (Clause 3.1 of the Agreement), Accenture is entitled to demand:

- a proportionate reduction of the purchase price;
- a removal of defects in the Deliverables within the reasonable period of time.

3.3 The Deliverables shall be in accordance with any applicable Russian standards. The Deliverables shall, at the time of supply or performance, be in accordance with all relevant requirements of any applicable statute, statutory rule or order or other instrument having the force of law.

### **4. Property and Risk**

4.1 Property and risk in goods shall pass to Accenture in accordance to the Purchase Order.

### **5. Prices and Payment**

5.1 Prices and the currency shall be as specified in the Purchase Order.

5.2 No increase in price shall be made or accepted unless agreed in writing by Accenture.

5.3 The Supplier shall submit an invoice once the Deliverables have been supplied. Accenture shall pay the Supplier within 45 (forty five) days of receipt of a correct and duly submitted invoice.

The invoice must contain all information as prescribed by applicable Russian 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 Accenture correct invoice.

### **6. Intellectual Property Rights**

6.1. The Supplier warrants and represents that:

6.1.1. the use any of the Deliverables by Accenture does not and will not infringe upon any third party's patent, copyright, trade secret and other Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual or statutory, and does not and will not include any trade secrets or other confidential information misappropriated by any third party; and

6.1.2. the use of any of the Deliverables by Accenture does not require any license, authorization or consent from, or the making of any royalty or other payment to, any third party.

6.2. The Supplier hereby agrees to fully indemnify (or reimburse in full) and hold Accenture and/or any Accenture's affiliates, owners, directors, officers and employees harmless (or compensate in full) from and against all claims, demands, judgments, liabilities, costs, losses (including loss of profit and other consequential losses) and expenses (including reasonable attorneys' fees), whenever asserted or occurred, which Accenture and/or any Accenture's affiliates, owners, directors, officers and employees may suffer, incur or pay out, or which may be asserted against Accenture and/or any Accenture's affiliates, owners, directors, officers and employees in whole or in part, caused by, or arising in connection with:

6.2.1. any breach by the Supplier of warranties and representations provided by the Supplier hereunder; or

6.2.2. any misappropriation of any confidential information or intellectual property or infringement or other violation of any Intellectual Property Rights (including claims for defamation, breach of moral rights, copyright infringement, piracy and plagiarism) or other rights or interests of any person or entity arising out of, or in connection with, the exploitation and/or use of the Deliverables, or any part thereof.

6.3. 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 minimize interruption and disruption to the operation of Accenture's business.

6.4. Any and all Intellectual Property Rights in any and all Deliverables created by the Supplier in the course of execution of its obligations hereunder ("New IP") shall vest automatically and exclusively in Accenture immediately upon their creation.

6.5. If under the applicable law any and all Intellectual Property Rights in New IP are not automatically and exclusively vested in Accenture, the Supplier hereby, effective as of the date of this Agreement, irrevocably, unconditionally, perpetually, without any limitations whatsoever transfers, conveys, and assigns (with full title guarantee and free from any and all encumbrances) any and all rights, title and interest in and to all New IP to Accenture, and Accenture accepts all such rights, title and interest, to be solely and exclusively owned by Accenture (the "Assignment").

6.6. The rights, title and interest in and to any New IP under Section 6.5 hereof shall be transferred, conveyed and assigned to Accenture immediately upon creation of the corresponding New IP.

6.7. The Parties unambiguously agree and acknowledge that Accenture has the sole and exclusive right to seek and obtain patent and/or any other available protection for any and all New IP, as decided in Accenture's sole discretion, in Accenture's own name in any jurisdictions whatsoever.

6.8. Supplier undertakes to perform any and all actions and execute and deliver any and all documents that may be necessary or desirable for the due and full accomplishment of the Assignment, as well as to provide all other assistance to secure, perfect, register and enforce all rights in New IP as may be requested by Accenture.

6.9. Supplier shall not, directly or indirectly, challenge or contest, or cause or assist in any way any third party with challenging or contesting, the validity of any New IP and/or the sole and exclusive ownership of New IP by Accenture.

6.10. To the extent the applicable legislation or other law does not allow the Assignment as provided in Section 6.5 hereof, the Parties agree that Supplier hereby grants to Accenture an exclusive worldwide perpetual sub-licensable transferable license to use any New IP (to the fullest extent such rights are owned by Supplier) without any limitations or restrictions whatsoever by the following means:

6.10.1. to reproduce any New IP or any of its elements or components in 100,000,000,000,000 or fewer copies, on any media, including such media on which information is presented in digital/electronic form, whether such type of media is known now or will be known, discovered or invented at any time in the future;

6.10.2. to distribute the media set out in Section 6.10.1 above, including the right to import and communicate any New IP or any of its elements or components in digital/electronic form to the public via the Internet for a fee and/or free of charge;

6.10.3. to display and perform any New IP or any of its elements or components in public;

6.10.4. to broadcast; cable-cast or communicate any New IP or any of its elements or components via satellite;

6.10.5. to amend and modify and/or permit, authorize or give any third party the right to amend and modify any New IP or any of its elements or components, including the right to create any New IP, derivative works and derivative technology on the basis thereof, which New IP, derivative works and derivative technology shall be exclusively owned by Accenture and may be used or licensed by Accenture in any way and in any form whatsoever without any restrictions; and

6.10.6. to use and commercialize New IP or any of its elements or components in any other way and in any other form whatsoever without any restrictions or limitations, whether known or discovered in the future without any limitations or restrictions whatsoever, alone or with other technology.

6.11. Perpetuity of the license granted under Section 6.10 hereof shall include at least the whole term of protection of respective New IP.

6.12. The Parties have unambiguously agreed that Accenture's exclusive rights to New IP, as licensed under Section 6.10 hereof, shall arise from the moment of creation of respective intellectual property comprising, consisting of or including in the New IP and extend to New IP as a whole and in respect of any particular elements, fragments and parts of New IP.

6.13. Accenture shall be entitled to use any and all rights set out in Sections 6.5 and 6.10 hereof on its own and/or transfer or license such rights to any third parties in Accenture's sole discretion without any additional consent of Supplier.

6.14. Supplier hereby warrants that Supplier has obtained a written permission from each individual author of the respective New IP to disclose or make public and to use and to allow others to use such New IP or any of its elements or components with or without indication of such author's name in Accenture's sole discretion. Supplier hereby warrants that Supplier has obtained written waivers from any such author to confirm that he/she would not object to anonymous use of the respective New IP. Supplier hereby warrants that Supplier has paid due remuneration as required under applicable law to each individual author for the creation, use, transfer and/or grant of all rights in the respective New IP as set forth in this Article 6.

6.15. Supplier undertakes not to perform or permit the performance of any acts that may inflict any damage on, put in danger or otherwise imperil any of the rights set forth in Sections 6.5 and 6.10 above, or such acts as may pose a threat for Accenture's ownership and use of any New IP, as well as applications for any patents, trademarks, industrial designs, etc. for any New IP in any jurisdiction whatsoever.

6.16. 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.

## **7. Liability, Warranty**

7.1 The Supplier shall indemnify Accenture against any losses, costs, Agreement 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 the Agreement or of any terms and obligations implied by the Civil Code of the Russian Federation or by any other statute or statutory provision relevant to the supply of the Deliverables.

7.2. If either Party fails to perform, or improperly performs, any of its obligations under the Agreement, such Party shall be liable to the other Party for any direct losses suffered by such other Party as a result of such failure to perform or improper performance. In no event shall such liability cover any loss of profits or any other indirect damages.

7.3. The Supplier shall be liable under the Agreement and under a particular Purchase Order for its culpable actions and shall compensate Accenture for any and all of the latter's documented expenses incurred due to the Supplier's default of its obligations to provide the Deliverables to Accenture.

7.4. Neither Accenture nor the Supplier may assign its rights and obligations under the Agreement to any third party without the prior written consent of the other Party.

7.5 In case of failing to observe the supply date Accenture has the right to demand from the Supplier's payment of fines for delay of the supply in the amount of 0,1 % of the cost of Deliverables for each day of delay; however, the total sum of the fines may not exceed 20% of the cost of Deliverables.

## **8. Termination**

8.1 If either Party is affected by force majeure it shall forthwith notify the other Party of the nature and extent thereof. Neither of the Parties hereto shall incur any liability to the other in the event that it is delayed in the performance of its obligations hereunder solely by force majeure. For the purpose of this Agreement force majeure shall mean any cause of delay beyond the reasonable control of the Party liable to perform unless conclusive evidence to the contrary is provided, and shall include but not by way of limitation, strikes, lockouts, riots, act of war or piracy, destruction of essential equipment by fire, explosion, storm, flood, earthquake or delay caused by failure of power supplies or transport facilities.

8.2 Accenture reserves the right to cancel the whole or any part of the Purchase Order or any consignment on account thereof if the Deliverables do not comply with the instructions and Specifications specified in the Purchase Order and with the foregoing Agreement, in particular with Clauses 2.1, 3.1, and 3.3, compliance with which by the Supplier is of the essence. If Accenture cancels the whole or any part of a Purchase Order or consignment it shall only be obliged to pay the Supplier in relation to such items of the Purchase Order or consignment that have been expressly accepted by it. In the event of Accenture cancelling 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 by Accenture in connection with Accenture's said cancellation including any increase in price over that stated on the Purchase Order.

8.3. Accenture shall have the right to unilaterally terminate the Agreement by written notice to the Supplier of Accenture's unilateral termination of the Agreement hereunder upon the occurrence of one or more of the following events:

- In the event that the Supplier commits a breach of the Agreement and/or any Purchase Order hereunder, which is not cured within thirty (30) days after the receipt of an appropriate written notice from Accenture;

- In the event of the discontinuance of the business of the Supplier, for any reason whatsoever, including Force Majeure Circumstances, for a period of ninety (90) or more consecutive days.

8.4. Upon the termination of the Agreement for any reason, the Supplier shall have the right to discontinue its supply to Accenture of any or all of the Deliverables specified in the Purchase Order. All accepted Purchase Orders whereby the Deliverables remain undelivered shall be deemed cancelled and the Supplier shall refund to Accenture the money received in payment of the Deliverables, which were paid for and not shipped by the Supplier, less applicable penalties (if any). Notwithstanding termination of the Agreement, Accenture shall pay within the time periods indicated in the relevant Purchase Order for any Deliverables supplied but not paid for.

## **9. General**

9.1 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.

9.2 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.

9.3 The Purchase Order shall not be assigned, charged, transferred or otherwise encumbered in whole or in part by the Supplier without the prior written consent of Accenture.

9.4 The Supplier shall not be relieved of any of the Supplier's obligations under the Agreement by the appointment of a subcontractor. The Supplier shall remain primarily liable for the acts or omissions of any subcontractors it appoints.

9.5 The Supplier shall not be entitled to assign any of its claims against Accenture arisen from the purchase Order without Accenture's prior written approval.

9.6 If any provision of the Agreement is or becomes invalid for any reason, this shall not affect the validity of any or all of the remaining provisions. In such a case, the Parties shall forthwith enter into good-faith negotiations to amend such provision in such a way that, as amended, such amended provision shall be valid and legal and, to the maximum extent possible, shall carry out the original intent of the Parties as reflected herein with respect to the matter in question.

9.7 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.

9.8 The Agreement 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.

9.9 The Agreement shall be governed by the laws of the Russian Federation excluding, however, any effect on such laws of the 1980 Vienna Convention on Contracts for the International Sale of Goods (CISG). In the event of a dispute between the Parties arising out of or in connection with the Agreement, or its termination, interpretation, or alleged breach or invalidity, the Parties to such dispute shall attempt in the first instance to resolve such dispute by means of negotiations. If such dispute cannot be resolved within thirty (30) days following the initiation of the negotiations, then either Party shall have the right to refer such dispute exclusively to the Arbitrazh Court of the City of Moscow, Russia.

9.10 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/SupplierStandardsOfConduct](https://www.accenture.com/SupplierStandardsOfConduct).

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 (you can reverse the charges) or visit the encrypted website at <https://businessethicsline.com/accenture>.

You should use the Ethics Line only to make a good faith claim. Accenture takes all allegations seriously.

Supplier:

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Sign Name

Accenture:

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