ACCENTURE PURCHASE ORDER TERMS AND CONDITIONS

1. **Scope.** Accenture is a company ("Accenture") that purchases third-party hardware, software licenses, and related items (each a "Product" and collectively "Products") and/or services ("Services") for resale under a separate agreement to specified end-user clients in DDA Free Zone and as an offshore reseller to specified end-user clients in the other Dubai Free Zones, in Dubai Mainland and in the other emirates in the United Arab Emirates (each, a "Client") and the supplier-listed on this Purchase Order ("Supplier") (each a "Party," and collectively, the "Parties") is a provider of Products and/or Services and grants Accenture the right to: (i) resell, directly or indirectly (pursuant to Section 2 below), the Products and Services to Client, and (ii) determine the prices at which the Products and/or Services are resold to Client. The purpose of the terms and conditions contained herein is to govern this purchase order placed by Accenture to Supplier to purchase Products and Services for resale ("Purchase Order"). Supplier is the importer of record for all Products and Services resold.
2. **Distributors.** In addition to direct sales to Clients, Supplier grants Accenture: (i) the right to resell Products and Services to a third-party distributor ("Distributor") for resale to Client or to a financing company for leasing to Client.
3. **Client Agreements.** Supplier will have a direct contract with or provide its standard Product or Service terms directly to, Client, which will be enforceable solely between Client and Supplier, for all terms related to Client's receipt and use of Products and Services (each a "Client Agreement"), other than the payment, risk of loss, and delivery terms that are contracted directly with Accenture.
4. **Warranties.** Supplier warrants that it has good title to the Products and Services, free from any lien or encumbrance. Supplier warrants to Accenture that if any Product or Service fails to meet Supplier's specifications and usage capabilities, Accenture may request a refund or replacement of such Product or refund or reperformance of such Service. Supplier will extend to Client its standard warranties and indemnifications for the Products and Services. The Parties agree that Client will be entitled to enforce any claims related to such warranties solely against Supplier. To the extent warranties or other obligations related to the Products and Services are imposed on Accenture, and cannot be excluded or limited under local law, Supplier agrees to provide the same warranties to Accenture and Supplier will be responsible for such other obligations. ***Except for the warranties set forth or referenced in this Purchase Order, Supplier makes no additional warranties to Accenture with respect to the Products or Services, whether express or implied*.**
5. **Acceptance**. This Purchase Order will be deemed accepted by Supplier if Supplier ships the Products or begins to provide the Services.
6. **Pricing and Payment.** All charges that are Accenture's responsibility to pay will be identified on the Purchase Order ("Purchase Order Charges") with the exception of transportation charges within the local country ("Local Transportation Charges") or taxes in accordance with Section 11. Supplier will invoice Accenture for the Purchase Order Charges and actual Local Transportation Charges in the primary local currency of Accenture or as otherwise specified in the Purchase Order. However, if Supplier allows Client to cancel or terminate any purchase under a Purchase Order, in whole or in part, with reduced or no payment charge, Accenture will also be granted that same cancellation or termination right with the same payment terms. Except as otherwise set forth in this Purchase Order, Supplier may invoice only after shipment or electronic delivery of Products and/or after Service completion. Payment is due within ninety (90) days after Accenture's receipt of an undisputed invoice.
7. **Delivery, Access to Services and Cancellation.** Supplier will deliver the Products, commence provision of Services, or provide access to subscription Services on the applicable date set forth in a Purchase Order or, if no date is specified, within ten (10) days of the date of a Purchase Order. Supplier will promptly notify Accenture of any potential delays longer than five (5) business days after the scheduled delivery date. If Supplier fails to make complete delivery as provided herein, Accenture reserves the right to cancel a Purchase Order, in whole or in part. All software Products or software Services will be delivered electronically to Client.
8. **Title and Risk of Loss.** All risk of loss of, or damage to, the Products will be borne by Supplier until Client's receipt of such Products. Supplier agrees to provide replacement of items lost or damaged prior to delivery or not fully functional upon delivery, at no additional charge, within three (3) business days of receipt of notice from Accenture.
9. **Indemnities.**

9.1. Each Party shall defend, indemnify, and hold harmless the other Party and its officers, directors, employees, principals (including partners, shareholders or holders of an ownership interest) and agents, from and against any claim and all losses, damages or expenses (including reasonable attorneys' fees and court costs) to the extent that such claim is made or threatened by any thirdparty and relates to or arises

out of death, bodily injury or damage to real and/or tangible property caused by the indemnifying Party's negligence or willful misconduct.

9.2. Supplier shall defend, indemnify, and hold harmless Accenture, and their officers, directors, employees and agents, from and against any claim and all losses, damages or expenses (including reasonable attorneys' fees and court costs) to the extent such claim: (a) is made or threatened by a Client and arises as a result of the failure of any Products or Services to operate or perform, or (b) is made or threatened by any third-party and alleges that the use, combination, provision, or sale of any Product or Service infringes or misappropriates any intellectual property rights of such third-party. Supplier shall have no indemnity obligation under part (b) of this Section 9.2 to the extent that a claim arises solely out of the use of the Product or Service in a manner not reasonably contemplated.

9.3. The Party seeking indemnification shall: (a) promptly notify the indemnifying Party of the claim and furnish it with a copy of each communication relating to the claim, (b) give the indemnifying Party sole authority, at its expense, to defend or settle the claim and to conduct any negotiations related to it, and (c) give the indemnifying Party such assistance and information as may be reasonably necessary to defend or settle the claim, at the indemnifying Party's expense. The indemnifying Party shall have no obligation to indemnify the indemnified Party under any settlement that is made without the indemnifying Party's prior written consent. The indemnifying Party shall not compromise the reputation of the indemnified Party, or make any statement or take any action that it should reasonably know is adverse to the interests of the indemnified Party, in connection with the settlement or any negotiations related thereto.

10. Limitation of Liability. Except with respect to each Party's confidentiality, payment, and indemnification obligations hereunder: (i) the limit of each Party's liability to the other Party (whether in contract, tort or delict, negligence, strict liability in tort, or by statute or otherwise) for any and all claims arising under or related to the Purchase Order shall be the payment of direct damages, and will not in the aggregate exceed the purchase price paid for the Products or Services giving rise to the cause of action, and (ii) neither Party shall have liability for any amounts representing loss of production, loss of or corruption to software applications or data, loss of business, profits, or anticipated savings, loss of goodwill or reputation, whether caused directly or indirectly, or other indirect, consequential, or punitive damages, or any wasted expenditure, or to give an account of profits to the other Party, even if advised of their possible existence. Nothing in this Section 10 shall operate to limit or exclude a Party's liability for: (a) death or personal injury caused by the Party's negligence or that of its employees or agents; or (b) fraud or fraudulent misrepresentation.

11. Taxes. Unless Accenture provides Supplier with a certificate of exemption acceptable to the appropriate taxing authority, Supplier shall add to the applicable invoice all taxes, however designated, properly payable upon the sale or transfer of the Products or Services, excluding gross receipts taxes, franchise taxes for the privilege of doing business, taxes based upon the income or property of Supplier and taxes based upon the payroll of Supplier's employees even if imposed by law upon Supplier or Supplier's employees. Should Accenture be required to withhold on payment under the applicable laws, payment under the Purchase Order will be made net of withholding tax and a withholding tax certificate will be provided.

12. Use of Names and Marks. All names, trademarks, trade names or symbols (collectively, "Branding") of each Party are and will remain the exclusive property of such Party. Neither Party will acquire any right to the Branding of the other Party. Accenture will have the limited right to use Supplier's Branding in connection with the activities described in this Purchase Order. Neither Party may: (i) publicize this Purchase Order, or their subject matter; (ii) state that a Party has approved or endorsed any product or service provided by the other Party as contemplated by this Purchase Order; or (iii) otherwise use the Branding of such other Party or its Affiliates, without the other Party's prior written consent.

13. Confidential Information. Each Party may be given access to the names and contact information regarding a Party's personnel, officers, and director, Suppliers and customers ("Business Contact Information") and access to information that relates to the other's business activities, which is identified by the disclosing Party as confidential information or which a reasonable person would deem to be confidential (collectively, "Confidential Information").

Confidential Information may only be used by the receiving Party as reasonably needed to perform its obligations and activities permitted under this Purchase Order, including record-keeping. The receiving Party agrees to protect the Confidential Information of the disclosing Party using a reasonable standard of care. Each party shall be considered a data controller with respect to the other party's Business Contact Information and shall be entitled to transfer such information to any country where such Party, its global organization, and Affiliates operate.

14. **Entire Agreement and Priority**. This Purchase Order sets forth the entire understanding between Accenture and Supplier with respect to the subject matter hereof and supersedes conflicting and additional terms, whether oral or written, on: (i) all prior agreements, arrangements and communications, (ii) all subsequent non-mutually executed forms or agreements, and (iii) on any Supplier portal that Accenture may use for Client registration or order placement. For the avoidance of doubt, any agreement(s) between the Parties on matters other than those contemplated by this Purchase Order, shall be subject to, and governed by, the terms of such other agreement(s). This Purchase Order transmitted by electronic means, shall be treated in all respects as an original document. This Purchase Order may be accepted in separate counterparts each of which will be deemed an original. No modification, amendment, or waiver of any provision of this Purchase Order shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced or mutually agreed to by the Parties. However, the Parties agree that any conflicting transaction-specific commercial or economic terms and conditions set forth on the face of this Purchase Order take precedence over the terms and conditions contained herein. The delay or failure by either Party to exercise or enforce any of its rights under this Purchase Order shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of this right or any other right.
15. **Force Majeure**. Neither Party is liable for any delay or failure to perform its obligations hereunder due to any cause beyond its reasonable control, provided that each Party will take commercially reasonable steps to minimize any delays or failures.
16. **Severability.** If any provision of this Purchase Order is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will continue in full force and effect.
17. **Independent Contractors.** Each Party is an independent contractor and shall not be deemed an Affiliate, employee, agent, subcontractor, authorized representative, partner or joint venturer of the other Party. Except as set forth in this Purchase Order, neither Party has any right to act on behalf of the other, nor to represent that it has such right or authority.
18. **Assignment.** Neither Party shall assign or transfer (whether expressly or by operation of law) this Purchase Order or its rights or obligations hereunder without the prior written consent of the other Party. Notwithstanding the preceding sentence, either Party may assign this Purchase Order to any successor (as part of a corporate reorganization) if the assignee agrees in writing to abide by all of the terms and conditions of this Purchase Order and provided such assignee is not a competitor of the other Party. Except as otherwise provided herein, this Purchase Order shall be binding upon and inure to the benefit of the Parties' successors and lawful assigns.
19. **Trade Compliance.** Each Party shall comply with all applicable export control and economic sanctions laws and regulations, in the performance of this Purchase Order, including the use and transfer of any Products or Services subject to this Purchase Order.
20. **Anti-Corruption.** In relation to resale activities under this Purchase Order, each Party agrees:
    - **20.1.** It will comply with all applicable laws, ordinances and regulations of any jurisdiction, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-corruption, anti-money laundering laws, and competition laws (collectively "the Anticorruption Laws). Neither Party will take any action, nor fail to take any action, that would result in the other Party violating any Anticorruption Laws.
    - **20.2.** Neither Party will offer or give money or anything of value to any person, in order to obtain or retain business for the benefit of itself or the other Party, or to secure any other improper advantage for itself or the other Party. Any provision of gifts, meals, entertainment expenses or travel expenses must be (i) permissible under all applicable Anticorruption Laws, and (ii) the recipient employer's internal policies.
    - **20.3.** It will not submit any false or inaccurate invoices or documentation to the other Party, and will submit true and adequate documentation with all invoices, including itemized expenses incurred, accompanied by receipts (or other documentation if a receipt is unavailable) identifying the payment date, amount and purpose of the expense. During the term of this Purchase Order and for three (3) years thereafter, for the

purposes of inspecting compliance with the provisions of this Section 20, each Party (the "Non-Auditing Party") will retain and, upon reasonable notice, will provide the other Party (the "Auditing Party") reasonable access to audit the Non-Auditing Party's books, accounts, and records, including payments made by the Non-Auditing Party for or on behalf of the Auditing Party. At the Non-Auditing Party's option, the Auditing Party may select an independent third-party of international reputation and good standing to conduct the audit. The independent third-party will be required to agree to a nondisclosure agreement. The Non-Auditing Party shall cooperate fully in any audit conducted by or on behalf of the Auditing Party.

20.4. It will promptly notify the other Party (Non-breaching Party), in writing, if the breaching Party fails to comply with the provisions of this Purchase Order; If the Non-breaching Party has a good faith belief that there has been a breach of this provision, the Nonbreaching Party may terminate its Purchase Order with the breaching Party immediately upon written notice and without penalty.

20.5. To report a serious concern, either Party will call the Accenture Business Ethics Line at +1 312 737 8262 (charges may be reversed) or file a report on the encrypted website at https://businessethicsline.com/accenture.

21. **Termination Rights & Survivability.** Either Party may terminate this Purchase Order, without cause or penalty, upon thirty (30) days' prior written notice. The provisions of this Purchase Order, which by their nature survive termination or expiration, shall survive termination or expiration of this Purchase Order.
22. **Governing Law.** This Purchase Order is governed by and interpreted in accordance with the laws of England, without regard to principles of conflict or choice of law. The United Nations Convention on Contracts for the International Sale of Goods will not apply.
23. **Venue.** In the event of a dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, the Parties shall first make a good faith effort to resolve the dispute within thirty (30) days of any dispute by escalating it to higher levels of management. Should the Parties fail to resolve the dispute, the dispute shall be referred to and finally resolved by arbitration under the ICC Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The language to be used in the arbitration shall be English. The governing law of the Agreement shall be the substantive law of England. The number of arbitrators shall be one; and the seat, or legal place, of arbitration shall be DIFC, Dubai, United Arab Emirates.
24. **Importer of Record**. Supplier represents and warrants that it is able to act as the importer of the Products in compliance with applicable laws and it undertakes to perform said activity if required by Accenture and/or the Client.
25. **Language**. The Parties explicitly agree and recognize the validity of this Purchase Order being drafted in English. In case the necessity for a translation of this Purchase Order into Arabic were to occur, the Parties shall agree, jointly and in good faith, on the selection of a sworn translator acceptable to the court(s).
26. **Notices.** Notices to be provided under this Purchase Order must be in writing. Such notices shall be sent to the address set forth herein, or as otherwise provided by the Parties.