

ACCENTURE, INC.  
Purchase Order Terms and Conditions

**Definitions**

**"Agreement"** means: (i) the applicable Purchase Order issued by Accenture; (ii) these General Terms and Conditions of Purchase; and (iii) additional written agreements, if any, relating to the transaction signed by Accenture and the indicated provider such as a master agreement, statement of work or letter agreement ("Additional Agreements").

The Agreement is the sole and exclusive agreement between the indicated provider ("**Supplier**") and Accenture with respect to the goods and/or services provided by the Supplier under the applicable purchase order (collectively, "**Deliverables**".) By providing any Deliverables to Accenture, Supplier agrees it is bound by the Agreement. Supplier and/or Accenture may be referred to as a "Party" or "Parties" in these General Terms.

In the event of any conflict among the terms of Agreements, the following order of precedence will apply: (i) the Additional Agreements; (ii) the applicable Purchase Order issued by Accenture; and (iii) these General Terms.

**"Accenture"** means Accenture, Inc., a corporation registered and duly existing under the laws of the Philippines having its registered address at 7F Robinsons Cybergate Tower 1, Pioneer Street Mandaluyong City.

**"Affiliate"** means any entity, whether incorporated or not, that is controlled by or under common control with Accenture and its successors, where "control" means the ability, whether directly or indirectly, to direct the management and policies of another entity by means of ownership, contract or otherwise.

**"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.

**"Purchase Order"** means the attached Purchase Order form executed by Accenture 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.

**"Supplier"** means the person or entity to which the Purchase Order is addressed. For avoidance of doubt, any reference to Service Provider or Vendor herein shall also mean Supplier in relation to this Agreement.

**"Conditions"** means these Terms and Conditions of Purchase.

**1. Purchase Order**

1.1 The Purchase Order issued by Accenture will set out the Deliverables required by Accenture. Supplier agrees that any and all Deliverables stated in the Purchase Order shall be subject to these Conditions, except where Accenture and Supplier have executed a separate agreement specifically applicable to the supply of such Deliverables, such agreement being endorsed by an authorized signatory of Accenture. In case a specific agreement is executed for a particular Purchase Order and/or Deliverables, the terms and conditions provided in that agreement which are inconsistent with these Conditions shall govern the supply of such Deliverables and shall prevail over these Conditions.

1.2 Subject to Clause 1.1, the parties agree that the Purchase Order together with these Conditions states 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 Supplier.

1.3 In the event that the Supplier has to design, develop or manufacture goods specified on the Purchase Order specifically for Accenture, the Supplier shall first submit to Accenture a prototype and/or plan of such product for the approval of Accenture. The Supplier must first 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 the Supplier for any costs incurred prior to receipt of this written confirmation from Accenture.

## 2. Delivery

2.1 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. Supplier shall immediately inform Accenture of any foreseen or foreseeable delay in the delivery or performance of the Deliverables, and secure further instructions from Accenture regarding the delivery or performance of Deliverables.

2.2. Unless expressly agreed otherwise, the Deliverables shall be delivered during Accenture's normal business days. Delivery and any other costs associated with the supply of the Deliverables shall be at the Supplier's own expense, unless otherwise stated in the Purchase Order.

2.3 Accenture's signature on any delivery receipt or other documentation presented for signature in connection with delivery of the Deliverables is evidence only of the number of packages and quantity received by Accenture and is not evidence of the actual quality or condition of the Deliverables. Notwithstanding this provision, Accenture shall inspect the Deliverables and perform Accenture's acceptance tests without undue delay following the delivery, taking into account the nature of the Deliverables.

2.4. In the event of delay in the delivery or performance of Deliverables by Supplier/Service Provider not otherwise under the exceptional circumstances provided in this Agreement, or was not due to a fortuitous event or fault or negligence of Accenture, its employees, representative or agents, Accenture shall be entitled to received penalty in an amount equivalent to 1/10 of 1% of the price of the relevant deliverables as specified in the Purchase Order for each day (i.e. calendar day) of delay but not to exceed ten percent (10%) of the price of the deliverables which is/are delayed, until such performance has satisfactorily fulfilled. It is understood and agreed by both parties the herein penalty for delay shall be limited to delay in the delivery of the product/s only and shall not apply to other Supplier's/Service Provider's non-compliance with the other provisions of this Agreement. In additional, the Service Provider shall provide an acceptable written explanation to Accenture stating the reason/s for the delay

## 3. Specifications and Rejection

3.1 The Deliverables must in all respects conform with the Specifications. All Deliverables which are in the form of goods must be of sound materials, workmanship, and design (where Supplier is responsible for the design of Deliverables), and the Deliverables must in all respects conform to relevant samples, patterns, prototypes and/or plans accepted by Accenture. All Deliverables which are in the form of services shall be performed in a sound manner and shall be free from all defects, including defects in installation and/ or design (to the extent that Supplier is responsible for the design).

3.2 All Deliverables must pass Accenture's acceptance tests. Accenture shall be entitled to reject all Deliverables that do not meet the provisions of Clause 3.1. If by the nature of the Deliverables any defects or any failure to conform with Clause 3.1 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.

3.3 Any Deliverables rejected under Clause 3.2 above must, at Accenture's request, be replaced or reperformed as the case may be by the Supplier at the Supplier's expense. Alternatively, Accenture shall have the option to cancel the Purchase Order in whole or in part pursuant to Clause 9 hereof. All rejected Deliverables will be returned to the Supplier at the Supplier's expense. Supplier shall refund to Accenture all payments made for the rejected Deliverables.

3.4 In addition to the Specifications, Deliverables shall comply with the minimum warranties and conditions provided under Section 3, Chapter 4, Title VI (Sales), Civil Code, including the implied warranty of title, warranty against hidden defects or encumbrance, and warranty as to quality or fitness. If the Deliverables fail to comply with the above-mentioned warranties and conditions, the Supplier shall, upon Accenture's request, replace or re-perform the Deliverables at the Supplier's sole expense. Alternatively, Accenture shall have the option to cancel the Purchase Order in whole or in part pursuant to Clause 9 hereof.

3.5. Notwithstanding Accenture's rights under Clauses 3.3, Accenture shall be entitled to return any goods to the Supplier for a full refund within 15 days from date of delivery without incurring any costs or charges whatsoever.

#### 4. Inspection

4.1 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 determines that the Deliverables does not meet the Specifications and/or will not comply with the Purchase Order, Accenture shall notify the Supplier in writing and the Supplier shall, as soon as possible, take all necessary steps to ensure compliance. The conduct of inspection or the delivery of notification by Accenture under this Clause shall not relieve the Supplier of its obligations under the Purchase Order.

#### 5. Ownership and Risk

5.1 Ownership and risk over Deliverables shall be transferred from Supplier to Accenture upon delivery thereof pursuant to Clause 2 of this Terms and Conditions. Such passing of ownership and risk shall be without prejudice to any right of rejection of Deliverables under Clause 3 of this Terms and Conditions.

#### 6. Prices and Payment

6.1 Prices and the currency shall be as specified in the Purchase Order. For the avoidance of doubt, prices quoted in the Purchase Order are exclusive of the Value-Added Tax (VAT), which shall be applied in addition to the prices when applicable. In view of the registration of Accenture with the Philippine Economic Zone Authority (PEZA), sales of goods and services to the PEZA sites of Accenture shall be subject to 0% VAT. In the case of Deliverables which are for the account of Accenture's non-PEZA sites, any VAT due on the purchase shall be billed as a separate item. For the avoidance of doubt, the term "non-PEZA site" of Accenture shall include sites for which the application for PEZA registration has been filed and still pending with the PEZA. Refer to the comment section of the PO for explicit instruction if transaction is vat-able.

Payments to be made by Accenture under this PO shall be subject to withholding taxes, when applicable. The Certificate of Withholding Tax shall be provided by Accenture to the Supplier not later than twenty (20) days from the close of the quarter when the payment was made in compliance with existing tax laws and regulations.

6.2 The prices and quantity quoted in the Purchase Order shall not be increased by Supplier, unless agreed upon in writing by Accenture. Changes on price and quantity must be communicated to the requestor to initiate PO Change Order. Invoicing is discouraged without the amended PO.

6.3 Service Provider shall ensure that all invoices submitted to Accenture are current (i.e. invoices should be received by Accenture within Five (5) days from the time services were rendered or goods were delivered) and are valid and correct. To be considered valid and correct invoice must comply with invoicing requirements for Accenture Philippines as captured on this link: <https://www.accenture.com/us-en/about/company-suppliers-guide>. In the event that Accenture is not able to receive invoices within five (5) days from time services were rendered or goods were delivered, any and all invoices must still be billed by Service Provider and received by Accenture within Ninety (90) days from delivery date, service period end date or applicable billing cycle. In case of any dispute/issue resulting in the non-processing of invoice, Service Provider shall complete necessary actions needed to process said invoices such as, but not limited to, the resubmission of corrected invoice for rejected invoice within Ninety (90) days from delivery date, service period end date or applicable billing cycle. Service Provider hereby waives its right to receive payment on any invoice received by Accenture more than Ninety (90) days from delivery date or service period end date or applicable billing cycle. Accenture shall neither honor nor process any invoice received after Ninety (90) days from delivery date, service period end date or applicable billing cycle.

6.4 After receipt of the invoice, or the corrected invoice as the case may be, within the Ninety (90) day period mentioned above Accenture shall pay the Supplier in accordance with the payment terms specified in the Purchase Order.

6.5 Supplier shall ensure that all the information stated in the invoices are complete and accurate, matches with the PO, and that the specific requestor and financial charge codes or job numbers provided by Accenture are indicated therein. Invoices not supported a Purchase Order with sufficient balance shall be rejected. Accenture shall strictly enforce "No PO No Payment" policy.

6.6 Accenture agrees to pay the Price to the Supplier on satisfactory and compliant invoices based on the agreed payment term commencing from the date of acceptance of invoice.

6.7 The Supplier shall submit invoice to Accenture within (5) days after date of service or delivery of goods to our official invoice receiving area only as mentioned below. Invoices routed to other channels or contacts will not be honored.

Manila Vendors

G.23 Ground Floor of Cybergate Tower 2, Pioneer Street, Mandaluyong City (Monday – Friday, 9:00am – 3:00pm)

Cebu Vendors

Mailroom UGF Pioneer Building L8 B14 Cardinal Roces Avenue Corner Panglao St. Cebu Business Park Ayala Cebu City (Monday – Friday, 8:00am - 12:00nn)

Ilocos Vendors

Courier invoices to RTP Receiving Area G.23 Ground Floor of Cybergate Tower 2, Pioneer Street, Mandaluyong City, Philippines

Foreign Vendors

You can send electronic invoices to [can.inv.manilaph@accenture.com](mailto:can.inv.manilaph@accenture.com). Kindly observe below guidelines:

- Generation of unique reference (URN) is per attachment so make sure to attach invoice and any supporting documents e.g. PO copy, email approval etc. in one attachment as zipped file
- You can send multiple invoices in one email, just separately attach the invoices plus supporting documents in separate zipped files so the system will generate unique reference per attachment.
- These are the only allowed file types: DOC, .DOCX, .PDF, .TIF, .TIFF, .XLS, .XLSX, .ZIP, .RAR
- The [can.inv.manilaph@accenture.com](mailto:can.inv.manilaph@accenture.com) email id is for invoice submission only and queries to that email address will go unattended. All queries regarding your submission should be addressed only to **[PhilsDC.Vendors@accenture.com](mailto:PhilsDC.Vendors@accenture.com)**.
- You will still be required to submit hard copy thru courier after sending your electronic invoice. Please mail it to RTP Receiving Area G.23 Ground Floor of

Cybergate Tower 2, Pioneer Street, Mandaluyong City, Philippines

6.8 Accenture shall accept submitted invoice that conforms to *BIR Revenue Regulation 18-2012*.

6.9 Payments shall be settled by way of electronic fund transfer and any inward bank charges shall be borne by the Supplier.

6.10 Supplier shall submit Official Receipt within five (5) business days from receipt of payment advice. To be duly acknowledged by Accenture, issued Official Receipt shall be in conformance with *BIR Revenue Regulation 18-2012* and amount reflected therein shall match Accenture payment including any inward bank charges.

6.11 Failure to issue timely and compliant Official Receipts shall enforce Accenture's right to withhold release of succeeding payments to Supplier without need of prior notice or demand.

6.12. During the term of the Agreement and for a period of three (3) years thereafter, Accenture shall have the right, at its expense, to audit the books and records of Supplier related to Supplier's activities under the Agreement.

**7. Intellectual Property Rights**

7.1 Supplier warrants that the sale or use of goods, or the performance or provision of the Deliverables will not violate or infringe any Philippines or foreign copyright, patent, trademark, registered design or any other Intellectual Property Rights.

7.2 Supplier warrants that all Intellectual Property Rights on the pre-existing materials used by Supplier in the provision of Deliverables to Accenture are owned by the Supplier. Notwithstanding the above, the Supplier hereby grants Accenture an irrevocable license to use, copy or modify such pre-existing materials for internal business purposes, free of royalty payments or any other charges.

7.3 The Intellectual Property Rights in all works of authorship developed or created by Supplier in the course of provision of Deliverables ("Project Materials") shall immediately and exclusively vest in Accenture. In the event that the Supplier requests and Accenture grants written consent that the Intellectual Property Rights for specific Project Materials be not assigned to Accenture, Supplier shall grant to Accenture and its affiliates an irrevocable royalty-free license to use, copy or modify the

Project Materials, with right to sub-license such Project Materials to third parties for the purposes intended by Accenture upon notice to Supplier.

7.4 To the extent permissible under the applicable law, the Supplier hereby waives all moral rights (as defined under the Law on Copyright, RA No. 8293) in the Project Materials supplied hereunder in so far as they relate to Accenture and agrees that it has obtained all waivers of moral rights and consents from any employee, agent, subcontractor or other third party necessary to comply with its obligations under this Clause 7.

7.5 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 property of Accenture, and the Supplier shall at all times keep confidential all such information. Supplier shall take adequate procedures to protect the secrecy of such drawings, specifications, data, documents, and other information, and shall return the same to Accenture upon completion of the Purchase Order.

## 8. Liability

8.1 Supplier shall indemnify Accenture against any losses, costs and/or liabilities that may be incurred by Accenture as a result of any action, claim or demand that a third party might make by reason of any breach by the Supplier of these Conditions, the warranties and conditions provided under Section 3, Chapter 4, Title VI (Sales), Civil Code, or any other statute relevant to supply of Deliverables.

8.2 Unless expressly agreed otherwise in writing, the Supplier grants a full warranty for the Deliverables for a period of two (2) years commencing on the date when ownership and risk over the Deliverables are transferred to Accenture pursuant to Clause 5 of this agreement.

8.3 Any defective Deliverables must, at Accenture's option, be repaired, replaced or re-performed as the case may be by the Supplier at the Supplier's sole expense. Alternatively, Accenture shall have the option to cancel the relevant Purchase Order in whole or in part pursuant to Clause 9 of this agreement. All defective Deliverables will be returned to the Supplier at the Supplier's expense. Supplier shall refund to Accenture all payments made for the defective Deliverables.

## 9. Indemnification

Supplier will indemnify and hold harmless Accenture and its affiliates, and their partners, agents, and employees from all liability or expense (including but not limited to reasonable attorneys' fees and costs of investigation and defense) resulting from either (a) bodily injury to any person (including injury resulting in death) or damage to property arising out of the performance of this Agreement, provided such injury or property damage is due or claimed to be due to the acts, negligence or willful misconduct of Supplier/Service Provider, its employees, agents, or subcontractors; (b) any claim that any Deliverable delivered under this Agreement, or use thereof by Accenture, infringes any patent, copyright, trademark, trade secret or other proprietary right of any third party; (c) negligence, recklessness or willful misconduct of the Service Provider or Service Provider employees in the provision of the Services; (d) a breach by Service Provider or Service Provider Employees of any of the terms herein; (e) any claim, that the Service Provider's services, related actions or omissions of the Service Provider, or the Service Provider employees, agents, or sub-contractors in any way connected therewith have violated any law or regulation; (f) any demand or claims for fees including damages from Service Providers' employees, agents and its employees; (g) any unauthorized act or omission by the Service Provider or Service Provider employees; (h) any finding, by any competent authority, of an employment relationship between Accenture and any Service Provider employee; or (i) any violations of Data Privacy laws, rules, or regulations.

The indemnities provided under this Agreement shall be in addition to and not in lieu of any other remedy available to Accenture under this Agreement or by law.

## 10. Cancellation

10.1 If a party is delayed or prevented from performing its obligations under the Purchase Order by circumstances beyond its reasonable control (including acts of God, war, riot etc.), the performance of such obligations shall be suspended. If it is ascertained that the obligation of one party 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 whole or in part a Purchase Order, or any consignment on account thereof, pursuant to Clauses 2.4 (delay), 3.1, 3.2, 3.3 (defects or failure to comply with Specifications), 3.4 (implied warranties), 3.5 (returned goods), 8.3 (defective Deliverables), and 10.1 (delay) of

this agreement. If Accenture cancels the Purchase Order in whole or in part, Accenture shall only be obliged to pay for the Deliverables which were expressly accepted by Accenture. In the event that Accenture is constrained to purchase Deliverables of similar description and quality from a third party, by reason of the cancellation of the Purchase Order, Accenture shall be entitled to claim from Supplier the incremental amount paid to the third party supplier for the purchase of Deliverables.

## 11. Anti-Corruption And Compliance With Laws

**11.1 Compliance with Laws.** Supplier warrants that it is in compliance with all applicable federal, state and local laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labeling, sale and transportation of the Products, and provision of the Services. Supplier warrants that it is legally authorized to engage in business in the Philippines and will provide Accenture satisfactory evidence of such authority upon request. Supplier and its employees covenant to comply at all times with all applicable laws and regulations including the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act and all other applicable anti-corruption laws, anti-competition laws, and export compliance laws. Supplier will not take any action, or fail to take any action, that would result in Accenture violating any such law, rule, ordinance or regulation.

11.2 In the event of a breach of the anticorruption provisions set forth in this Agreement, Accenture shall, in its sole discretion and in addition to any other remedies it may have under the law or this Agreement, terminate this Agreement immediately.

**11.3 Compliance with Environmental Laws, Regulations, and Standards.** Accenture is committed to incorporating leading environmental practices into its business strategy and operations and to fostering environmental awareness and responsibility among our stakeholders, including employees, clients and service providers/suppliers.

Provider undertakes to comply with all applicable environmental laws, regulations and standards. Provider further commits to reduce their negative environmental impact and provide visibility to their progress toward this commitment, and to encourage the development and use of environmentally friendly technologies and practices and the reduction of negative environmental impacts through their supply chain. Failure to comply with these standards or with applicable laws and regulations may result in termination of this Agreement as well as

Provider's accreditation as an Accenture supplier, and referral of the matter to local authorities.

## 12. Code of Business Ethics

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

[www.accenture.com/SupplierStandardsOfConduct](http://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.

## 13. General

13.1 The Supplier agrees: (a) that it shall comply with all applicable data protection and privacy laws, and regulations, including but not limited to Regulation (EU) 2016/679 of 27 April 2016, General Data Protection Regulation ("GDPR") and the Philippine's Data Privacy Act of 2012 ("DPA") (together, the "Data Protection Laws") and the Data Privacy Schedule hereto attached as **ANNEX A** and made an integral part hereof, in relation to the Purchase Order and other information received from Accenture; and (b) 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.

13.2 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 or any individual.

13.3 The Supplier shall have in force and maintain at the Supplier's cost such policies of insurance with a reputable and authorized insurer that 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, at an amount acceptable to Accenture, and shall, upon request by Accenture, provide evidence of such policies. If Supplier shall have any access to personal data

under the Agreement, such insurance will include cyber liability (data privacy) coverage.

13.4 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.

13.5 The Supplier shall not be relieved of any of the Supplier's obligations (including its data privacy 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.

13.6 The waiver by either party of a breach or default in any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

13.7 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.

13.8 Subject to Clause 1.1, the Purchase Order contains the entire agreement between the parties and supersedes all negotiations, representations (except fraudulent representations) and proposals (written and oral) relating to its subject matter.

13.9 These Conditions or any document or agreement made pursuant thereto may not be amended, modified or waived in any respect whatsoever, except in writing signed by the parties.

13.10 Any person who is not a party to this agreement shall have no rights under this agreement.

13.11 The parties hereby agree that the provisions of Clauses 7, 8, 9 and 11.1 hereof shall survive the termination of this agreement.

13.12 The Supplier acknowledges that it is engaged as an independent contractor, and nothing in these Conditions or any Purchase Order shall be deemed or construed to create a joint venture, partnership, or

employee/employer relationship between Supplier and Accenture.

13.13 These Conditions and any Purchase Order shall not be an exclusive agreement between the parties. Nothing shall prevent Accenture from procuring services which are the same as or similar to the Deliverables from any third party.

13.14 Each party agrees that it has not been induced to agree to these Conditions by any representation other than that expressly set out herein or in any Purchase Order.

13.15 All aspects relating to the Conditions shall be subject to and interpreted in accordance with Philippine Laws. The parties submit to the exclusive jurisdiction of the local courts.

13.16 Accenture's rights, benefits and/or obligations under this Agreement may be assigned or transferred to any Affiliate. Supplier hereby provides its consent in advance for such assignment or transfer.

13.17 **Information Security.** When the circumstances warrant and whenever applicable, the parties fully understand and agree to abide by Information Security Guidelines of Accenture and Work from Home Guidelines, which is hereto annexed as "ANNEX B" and made an integral part of this Agreement.

13.18 **Dispute Resolution.** The parties will make good faith efforts to first resolve internally any dispute under this Agreement by escalating it to higher levels of management. Any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement or otherwise related to the Project, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, will be exclusively and finally settled by arbitration in accordance with the arbitration laws of the Philippines. The arbitration will be conducted in Mandaluyong City, unless the parties agree on another location by three arbitrators, with each party selecting one arbitrator and the third selected by both parties. The parties will be entitled to engage in reasonable discovery, including requests for production of relevant non-privileged documents. Depositions and interrogatories may be ordered by the arbitral panel upon a showing of need. All decisions, rulings, and awards of the arbitral panel will be made pursuant to majority vote of the three arbitrators. The award will be in accordance with the applicable law, will be in writing, and will state

the reasons upon which it is based. The arbitrators will have no power to modify or abridge the terms of this Agreement.

#### 14. Effectivity

14.1 The Purchase Orders issued by Accenture do not require manual signatures, and are presumed to have undergone the necessary approval process. The Purchase Order constitutes a valid offer on the part of Accenture, and shall constitute a binding agreement between the Supplier and Accenture upon acceptance by Supplier.

14.2 The Purchase Order and these Terms and Conditions shall become valid and binding between Accenture and Supplier upon Accenture's receipt of confirmation and acceptance from the Supplier.

Unless otherwise agreed by the parties, Supplier is obligated to accept the Purchase Order and these Terms and Conditions within three (3) business days after transmittal of the Purchase Order. The Supplier's acceptance of the Purchase Order constitutes confirmation of the availability of Deliverables, and the Supplier's undertaking to deliver the Deliverables within the period(s) stated in the Purchase Order.

#### 15. Termination

15.1 Accenture may immediately terminate the Agreement for its convenience (for any or no reason) at any time, in whole or in part, by providing written notification to Supplier/Service Provider. Unless expressly provided for in the Agreement, Accenture will have no obligation to pay any early termination fee or extra charges in relation to such termination.

15.2 **Transition Assistance.** When the circumstances warrant based on the nature of the services provided, upon termination of the Agreement for any reason, Supplier/Service Provider shall extend transition assistance to Accenture for a reasonable, mutually agreed period of time after the expiration or termination of this Agreement. In principle, both parties agree that the transition assistance will allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to Accenture or to another party identified by Accenture to replace Supplier/Service Provider. Such orderly transfer and transition assistance may include, but is not limited to, both parties meeting in good faith and in a timely manner to establish a Transition

Management Plan laying down the respective roles and responsibilities of each party. The parties hereby agree that such transition assistance is governed by the terms and conditions of this Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance. **15.3 Public Health Emergency**

15.3.1 In the event that Project/s within the scope of this Agreement will be performed or proceed during a public health emergency (such as COVID19 Pandemic and/or other similar or related virus or health circumstances), Service Provider warrants that it will acquaint itself and strictly comply with the applicable laws, rules and regulations, risks, reasonable requirements, protections, and potential effects of such public health emergency including, without limitation, to possible effects on this Agreement, the Project, services provided and/or any and all persons performing or otherwise participating in any part of the foregoing. Service Provider further warrants that it will continue to perform the Services for no more than the agreed upon fees and within same service level expectations and Contract Period. Further, Service Provider agrees to reasonably cooperate with Accenture in order to comply with requirements aimed at ensuring continuity of its services to Accenture.

15.3.2 Accenture and Service Provider hereby agree that if after the Effective Date, a governmental or quasi-governmental authority issues any order, regulation, requirement or other rule that requires Service Provider to cease performance of its Services as a result of the aforementioned public health emergency and/or any other related cause, the Parties will promptly confer in good faith to determine whether each agrees, in its respective determination, to an equitable change in service level expectations or Contract Period. Service Provider shall support all such requests for additional or modified Contract Period with adequate supporting documentation. Any agreed change to such time/period must be in writing and signed by both Parties. Service Provider shall at all times use commercially reasonable best efforts to minimize any impact by any public health emergency/events related thereto on the Project, this Agreement and the services provided to Accenture.





## ANNEX A

### DATA PRIVACY SCHEDULE

This data privacy schedule ("Data Privacy Schedule") is subject to the terms and conditions of the Agreement. This Data Privacy Schedule shall be considered a Schedule to the Agreement and shall be deemed part of the Agreement. Terms not defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between the Agreement and this Data Privacy Schedule, this Data Privacy Schedule shall prevail. Provider's failure to comply with any of the provisions of this Data Privacy Schedule shall be deemed a material breach of the Agreement.

#### 1. DEFINITIONS

"Accenture Personal Data" means Personal Data owned, licensed, or otherwise controlled or Processed by Accenture or by Accenture's Affiliates (including Personal Data Processed by Accenture or by Accenture's Affiliates on behalf of Accenture's clients). [Accenture Personal Data includes: (i) protected health information (as defined in 45 CFR 160.103 of the US Health Insurance Portability and Accountability Act); and/or (ii) any nonpublic personal information (as defined in the Gramm-Leach-Bliley Act (Public Law 106-102, Title V).]

"Data Privacy Laws" means all applicable laws, regulations and regulatory guidance in relation to the Processing or protection of Personal Data, as amended from time-to-time, including but not limited to, Regulation (EU) 2016/679 of 27 April 2016, General Data Protection Regulation ("GDPR").

"EEA Personal Data" means Accenture Personal Data which originates from a member state of the EEA.

"Information Security Obligations" means commercially reasonable and appropriate physical, technical and organisational security measures, including those set forth in the Agreement, along with its Schedules and Appendix 2 to the Standard Contractual Clauses (of Attachment A).

"Personal Data" means any information relating to, identifying, describing, or capable of being associated with or reasonably linked (directly or indirectly) to, a natural person or household, and any other information regulated by Data Privacy Laws.

"Process" means any operation, or set of operations, which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, access to, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. "Processes" and "Processing" shall be construed accordingly. Processing includes sub-Processing.

"Security Incident" means a known, or reasonably suspected, accidental or unauthorized loss, acquisition, disclosure, access, use or other form of compromise of Accenture Personal Data.

"Sub-processor" means any entity which Processes Accenture Personal Data on behalf of Provider.

#### 2. SCOPE AND APPLICATION

This Data Privacy Schedule governs Provider's access to, and Processing of, Accenture Personal Data, where Provider accesses and/or Processes Accenture Personal Data on behalf of Accenture.

#### 3. GENERAL PROVISIONS

3.1. **Compliance with Data Privacy Laws.** Provider shall comply with Data Privacy Laws in relation to its Processing of Accenture Personal Data.

3.2. **Compliance with Security Incident Laws.** Provider shall implement and maintain Information Security Obligations to protect Accenture Personal Data against a Security Incident. Provider shall fully assist and cooperate with Accenture and its clients in their compliance with applicable security incident laws, including Article 33 of the GDPR. In particular, Provider shall: (i) notify Accenture in writing without undue delay, and in any event within forty-eight (48) hours, whenever a Security Incident has occurred; and (ii) investigate the Security Incident, taking all necessary steps to eliminate or contain the exposure, including cooperating with Accenture's investigation and remediation efforts, mitigating any damage, and developing and executing a plan, subject to Accenture's approval, that promptly reduces the likelihood of a recurrence of the Security Incident.

- 3.3 **Retention and Deletion of Accenture Personal Data.** Provider shall not retain any Accenture Personal Data for longer than is necessary for the performance of the services and/or the fulfilment of its obligations under the Agreement, or as required or permitted by applicable law. Upon expiration or termination of the provision of services relating to the Processing of Accenture Personal Data, or at any time upon Accenture's request, Provider shall promptly and securely delete (or return to Accenture) all Accenture Personal Data (including existing copies), unless otherwise required by applicable laws.
- 3.4 **International Transfers of Personal Data (including EEA Personal Data).**  
Provider shall:
- 3.4.1 comply with the Standard Contractual Clauses (processors) in Attachment A; and
- 3.4.2 ensure that the international transfer of Personal Data complies with Data Privacy Laws, and enter into any additional agreement(s) and/or legally valid data transfer mechanism(s) reasonably requested by Accenture, governing the access, Processing and international transfer of Personal Data; and
- 3.4.3 provide, upon request by Accenture, reasonable assistance to Accenture and/or its clients with respect to any applicable filing, approval or requirements in relation to any agreement agreed under Data Privacy Laws.

#### **4. PROCESSING ACCENTURE PERSONAL DATA**

- 4.1 If Provider Processes Accenture Personal Data, Provider shall:
- 4.1.1 ensure it does not cause Accenture, through any intentional act or omission, to be in breach of any Data Privacy Laws;
- 4.1.2 Process Accenture Personal Data only on the written instructions of Accenture, or to the extent reasonably necessary for the performance of the Agreement, or as required by applicable law. Provider shall not collect, retain, use, disclose, or otherwise Process Accenture Personal Data for any other purpose. Provider shall not sell Accenture Personal Data in any circumstances. Provider hereby certifies that it understands and complies with the restrictions in this Section 4.1.2 and will issue this certification to Accenture and/or Client upon reasonable request by Accenture;
- 4.1.3 take reasonable steps to inform its personnel, and any other person acting under its supervision, of the responsibilities of any Data Privacy Laws due to access to Accenture Personal Data, and ensure the reliability of such persons who may come into contact with, access or Process Accenture Personal Data;
- 4.1.4 provide full cooperation and assistance to Accenture in ensuring that requests from and the legal rights of individuals to whom Accenture Personal Data relates are appropriately addressed without undue delay, including the rights of subject access, rectification, erasure, portability, and the right to restrict or object to certain Processing;
- 4.1.5 notify Accenture promptly if Provider is required by law, court order, warrant, subpoena, or other legal process to disclose any Accenture Personal Data to any person other than Accenture, the relevant Accenture client, or another sub-processor of Accenture expressly approved in writing by Accenture to receive such information, unless prohibited by applicable law from notifying Accenture. Unless prohibited by applicable law, Provider will (a) promptly notify Accenture prior to such disclosure; (b) cooperate with Accenture in the event that Accenture elects to legally contest such disclosure, ensure confidential treatment of such information, or otherwise attempt to avoid or limit such disclosure; and (c) limit such disclosure to the extent legally permissible;
- 4.1.6 make all reasonable efforts to ensure that Accenture Personal Data is accurate and up-to-date at all times, while in its custody or under its control, to the extent Provider has the ability to do so;
- 4.1.7 provide Accenture with all information necessary to demonstrate Provider's (or Provider's Sub-processors') compliance with this Data Privacy Schedule, Data Privacy Laws and Information Security Obligations;
- 4.1.8 permit Accenture, or its duly authorized representatives, on reasonable prior notice, to inspect and/or audit the Provider's (and Provider's Sub-processors') Processing activities that are relevant to the Processing of Accenture Personal Data, to verify that Provider's (and Provider's Sub-processors') data processing activities related to Accenture Personal Data are in compliance with the Agreement (including its Schedules), Accenture's written instructions and Data Privacy Laws. Provider shall allow for and contribute to audits, including inspections, conducted by Accenture or another auditor mandated by Accenture;

- 4.1.9 notify Accenture immediately in writing (i) if in Provider's opinion, Accenture's instructions or the terms of the Agreement breach Data Privacy Laws; and/or (ii) of any investigation, litigation, arbitrated matter or other dispute relating to Provider's (or Provider's Sub-processors') information security or privacy practices;
- 4.1.10 reasonably cooperate with Accenture in designing a remedial response to implement new requirements required by any changes in Data Privacy Laws applicable to Accenture Personal Data, (including new physical, technical, organizational, security, or data privacy measures). and
- [4.1.11 agrees that in addition to, and not in limitation of, anything else contained in the Agreement, Provider will comply with all applicable federal, state, and local laws, regulations and guidelines governing fair information practices and consumers' rights to privacy, including without limitation the Gramm-Leach-Bliley Act of 1999, (15 U.S.C. § 6801 and § 6805), as it may be amended from time-to-time, and the regulations promulgated thereunder.]
- 4.2 **Sub-processors.** Provider shall not engage a Sub-processor with respect to any Processing of Accenture Personal Data, without Accenture's prior written approval, in which case Provider and the applicable Sub-processor(s) must be bound by a written agreement that includes the same data protection obligations on the Sub-processor(s) as set out in this Data Privacy Schedule (including Standard Contractual Clauses in Attachment A) and make a copy of such agreement(s) available to Accenture upon its request. Provider will remain fully liable to Accenture for any act or omission of any Sub-processor in the performance of that Sub-processor's obligations. Instructions given by Provider to any Sub-processor must be in furtherance of instructions provided by Accenture to Provider. If Provider (or any Sub-processor) cannot comply with Accenture's instructions or this Data Privacy Schedule, Provider shall promptly notify Accenture in writing of such inability to comply, in which case Accenture is entitled to suspend the transfer of Personal Data.
- 4.3 **Cooperation.** Provider shall fully assist and cooperate with Accenture and its clients in ensuring their compliance with Articles 32 to 36 of the GDPR. If Accenture needs to provide information (including details of Provider's services) to a supervisory authority (whether directly or indirectly via an Accenture client). Provider shall assist Accenture in providing such information, to the extent that such information is solely in the possession of the Provider or its Sub-processors.
- 4.4 **Remedies.** Provider agrees that, in the event of a breach of this Data Privacy Schedule, neither Accenture nor any affected Accenture client(s) will have an adequate remedy in damages. Therefore, Accenture or any affected Accenture client(s) shall be entitled to seek injunctive or equitable relief, to immediately cease or prevent the Processing, use or disclosure of Accenture Personal Data not contemplated by the Agreement, and/or to enforce the terms of the Agreement (including this Data Privacy Schedule), and/or to ensure compliance with any Data Privacy Laws. Provider shall indemnify Accenture against any loss, liability, cost damage and expense incurred as a result of a breach by the Provider or its agents or Sub-processors of this Data Privacy Schedule.

## 5. PROVIDER PERSONAL DATA

Accenture may receive Personal Data regarding Provider's employees, directors and other personnel, as part of maintaining its business relationships with Provider under the Agreement. Personal Data may be obtained by Accenture indirectly through internal security systems or other means. Accenture is hereby permitted, and Provider hereby authorizes Accenture, to process such Personal Data for purposes related to the Agreement and for relevant purposes under Accenture's global Data Privacy Policy (a copy of which will be made available by Accenture to Provider upon request) and the Accenture Privacy Statement at [www.accenture.com/us-en/privacy-policy](http://www.accenture.com/us-en/privacy-policy). For such purposes, Accenture may transfer such Personal Data to any country where Accenture's global organization and its clients and vendors operate. If required by Data Privacy Laws, Accenture and Provider agree to sign any additional agreement or amendment that may be required to allow transferring such Personal Data outside its jurisdiction of origin pursuant to such Data Privacy Laws.

## ATTACHMENT A

### Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

Accenture which has agreed this Standard Contractual Clauses as data exporter on its own behalf and on behalf of its affiliates or their respective clients and client affiliates in the European Economic Area and Switzerland  
(the **data exporter**)

and

Provider which has agreed this Standard Contractual Clauses as a data importer  
(the **data importer**)  
each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

#### Clause 1 - Definitions

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

#### Clause 2 - Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

#### Clause 3 - Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

#### Clause 4 - Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

**Clause 5 - Obligations of the data importer**

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

**Clause 6 - Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

**Clause 7 - Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

**Clause 8 - Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data

exporter shall be entitled to take the measures foreseen in Clause 5 (b).

**Clause 9 - Governing Law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

**Clause 10 - Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

**Clause 11 - Subprocessing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

**Clause 12 - Obligation after the termination of personal data processing services**

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**Clause 13 – Liability**

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost,

charge, damages, expenses or loss it has incurred. Indemnification is contingent upon:

(a) the data exporter promptly notifying the data importer of a claim; and

(b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim.

**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

**Data exporter**

The data exporter is: Accenture and its affiliated entities, and/or a client (or its affiliated entities) of Accenture located in the European Economic Area or Switzerland. Accenture is a global organization providing management consulting, technology and outsourcing services.

**Data importer**

The data importer is: The Provider, an organization providing the services and/or software and/or equipment specified in the Agreement.

**Data subjects**

The personal data transferred concern the following categories of data subjects: Any individuals whose personal data is processed by the data importer pursuant to the terms of the Agreement between the data exporter and the data importer. Such data subjects might typically be: employees, officers, agents, consultants, customers, contractors and other professional experts of the data exporter, as well as any other individuals whose personal data is being processed by the data exporter in the conduct of its business or activity.

**Categories of data**

The personal data transferred concern the following categories of data: Personal data shared differs based on services to be provided, but may include personal details (such as name, contact information), financial information (such as account details, compensation information), professional and educational background information or other details regarding the individual's relationship with the data exporter.

**Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data: The special categories of personal data, as defined in Article 9 of GDPR, may be transferred where it is either required or permitted by applicable law or necessary to process under the terms of the Agreement between the data exporter and the data importer. Special categories of data shared differ based on the services to be provided.

**Processing operations**

The personal data transferred will be subject to the following basic processing activities: Any processing operation carried out by the data importer pursuant to the terms of the Agreement between the data exporter and the data importer.

**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses.

**ACCENTURE'S GENERAL TERMS AND CONDITIONS OF PURCHASE – Philippines  
(Revised 1 October 2020)**



Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The data importer will comply with and implement the technical and organisational security measures contained in the Information Security Obligations (as defined in the Data Privacy Schedule).



## ANNEX B

### INFORMATION SECURITY – WORK FROM HOME GUIDELINES

#### 1. PURPOSE

The purpose of these guidelines is to provide guidance on the minimum requirements that Vendors / Subcontractors should comply to securely continue their support to Accenture while working from home.

#### 2. SCOPE

##### 2.1 In Scope

These guidelines apply to all customer data, personal data, or other company data defined as highly confidential by Accenture that are interacted and accessed by the Vendor / Subcontractor. Therefore, it applies to every server, database and IT system that handles such data, including assets that is regularly used for emails, web access or other work-related tasks.

##### 2.2 Out of Scope

Information that is classified as Public is not subject to these guidelines.

#### 3. GUIDELINES FOR WORKING FROM HOME

The following are the minimum requirements that should be implemented to secure Accenture information entrusted to vendors / subcontractors:

##### **Devices**

- All desktops and/or laptops used by staff provided by your organization or by Accenture must be securely configured and hardened to industry standards which include full-disk encryption and anti-malware protections, at a minimum.
- All desktops and/or laptops should run with the latest Windows security patches and are up to date. Updates should not be postponed or cancelled.
- Implement multi-factor authentication. Multi-factor authentication may include techniques such as the use of smart cards with certificates, One time password (OTP) tokens and biometrics.

##### **Software**

- Only utilize a secure collaboration platform that is enabled to restrict access and encrypt communications. Such platform must be approved by the Information Security department within your company.
- Microsoft Teams is Accenture's approved collaboration and video conferencing tool.
- Do NOT use Zoom for work unless it is the client's approved collaboration tool and you join the client's instance either using your client credentials or as a guest.

##### **Access**

- Accenture credentials shall not be shared with anyone.
- Accenture credentials shall not be used to create profiles on non-Accenture platforms.

##### **Training**

- Staff must be trained to be aware of the minimum security guidelines of Accenture and increased risks of COVID-19 related social engineering and phishing attempts.

### **User Responsibility**

- Restart desktops and/or laptops daily.
- Accenture-issued devices should not be used for the following:
  - streaming videos and music, or accessing social media, personal email, or any other non-business content
  - installing peer-to-peer (P2P) applications (e.g. BitTorrent, UltraEdit)
- Accenture information shall not be sent to personal email addresses.
- Accenture or client information shall not be stored on personal devices.
- Change default router passwords. Routers come with default passwords that are easy to find with a simple web search. If you don't change the password to something unique and secure, you risk someone logging into your router, allowing them to disable security and capture personal data.
- Use WPA2 and WPA3 wireless protocols to protect your home wireless network. Do not use WEP, since it is an older security protocol and not secure.
- When connecting to a new network, select "do not allow my computer to be discoverable by other devices on the network" to turn off network discovery and folder sharing.
- Enable automatic updates on all internet-connected devices to protect against vulnerabilities that could spread through your network.
- Mute all voice assistant microphones (e.g. Siri, Alexa) before conference calls by pressing the mute button or powering off the device.
- Use a privacy screen if available and always lock screen when stepping away.
- Physically secure unattended devices in a locked drawer or room, or with a cable lock.
- If using a desktop, use good judgement regarding the placement of the desktop within your home and secure it to the best of your ability.
- Don't leave printed materials in the open and, if possible, shred before disposing.
- Accenture information shall not be posted on blogs or social media sites.
- Beware of scams targeting remote workers (e.g. impersonated phone calls claiming Accenture Tech Support).
- Beware of phishing emails impersonating governmental agencies, sharing fictitious supply invoices, and posing as charities. Take extra caution with every email or phone call you receive soliciting action related to this health threat. Accenture will only contact you via standard business channels, like email.