

1. CONTRACT

1.1 "Contract" means: (i) the applicable purchase order issued by Accenture; (ii) these General Terms and Conditions of Purchase ("General Terms"); and (iii) additional written agreements, if any, relating to the transaction, entered into by Accenture and the indicated supplier, such as a master contract, work order or letter of agreement ("Additional Agreements"). The Agreement is the sole and exclusive agreement between the indicated supplier ("Supplier") and Accenture with respect to the goods and/or services provided by the Supplier pursuant to the applicable purchase order (collectively, the "Deliverables"). By providing any Deliverable to Accenture, Supplier agrees to be bound by and bound by the Agreement. In these General Terms, the Supplier and/or Accenture may be referred to as a "Party" or the "Parties". "Accenture" means the Accenture entity that is constituted as a party under the Agreement and its Affiliates (collectively, "Accenture").

1.2 In the event of a conflict between the terms of the Agreement, the following order of precedence shall apply: (i) the applicable purchase order issued by Accenture; (ii) Additional Agreements; and (iii) these General Terms.

1.3 A "Subsidiary" means any entity, incorporated or not, controlled by or under common control with Accenture plc, a public limited company incorporated in Ireland, having its registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (registered under number 471706) and its successors, where "control" means the ability, directly or indirectly, to direct the affairs and policies of another entity by ownership or participation, contracts or other means.

2. COMPLIANCE/ WARRANTIES

2.1. The Supplier warrants and agrees that the Deliverables will not contain any defects in material or workmanship and that they will comply with all specifications or requirements of the Contract, or as otherwise agreed between the Parties in writing. Supplier warrants that in the event that any Deliverable does not meet such specifications or requirements, or otherwise results from inadequate or insufficient compliance, Supplier shall, at its own expense and within 10 days of receiving written notice of such failure, correct such deficiency or provide a plan acceptable in Accenture's sole discretion, to correct it. In the event that such deficiency is not corrected within the 10-day period indicated above or Accenture does not accept a corrective plan, Accenture will have the option of requiring Supplier to: (i) make a full refund; or (ii) immediately replace or reperform the Deliverables free of charge. All Deliverables shall be subject to inspection and acceptance by Accenture, even if the Parties have not set forth any specification or requirement with respect to the Deliverables in the Contract.

3. DELIVERY

Prices shall be based on delivery to the location specified by Accenture, with all taxes, duties, freight, insurance and other costs related to transportation, and delivery at Supplier's expense and responsibility. Ownership and risk of loss/damage to the goods remains with Supplier until the goods have been delivered, inspected and accepted by Accenture. The Supplier is the importer and exporter of record. Supplier agrees to replace goods lost or damaged in transit free of charge, at no additional charge, within 3 business days of receiving notice from Accenture. For the delivery of the goods by the Supplier, it is vital that it is carried out in a timely manner. In the event that Supplier fails to deliver the goods on time, Accenture may terminate the Contract as set out in Clause 8.

4. PAYMENT, BILLING, AUDITING AND TAXES

4.1 All prices are exclusive of VAT or similar taxes and will be indicated in the denomination of the official currency of the country where the Accenture entity signatory to the Contract is located. In the event that, exceptionally and in agreement with Accenture, prices are indicated in U.S. Dollars (US\$), Accenture will pay the invoices issued by the Supplier in Argentine Pesos, using for currency conversion the exchange rate published by Banco de la Nación Argentina (Quotation Ticket) for sale at the close of the day prior to the day of payment of the invoice.

4.2 The Supplier may invoice Accenture once delivery has been made, in accordance with Clause 3 above. Invoices will be issued in the name of the billing department of the Accenture entity signatory to the Contract. All invoices submitted to Accenture must include appropriate documentation, including, if applicable: (i) a statement that the Deliverables comply with the provisions of the Contract; (ii) a description of the Deliverables provided during the period covered by the invoice, including purchase order number, invoice number, invoice date,

name of requester, description of Deliverables and applicable price; and (iii) if reimbursement of the expense is stipulated in the Contract in relation to the Supplier's services, expenses individualized with receipts or other proofs, in the event that a receipt is not available.

4.3 Accenture will make payment within 30 days of receipt of the valid invoice from Supplier under the Contract. The total or partial payment of an invoice will not be considered as acceptance of any Deliverable.

4.4 Accenture has the right to postpone and/or offset payment in the event that the Supplier owes Accenture any sum of money for any reason or in the event that Accenture disputes in good faith the amount due.

4.5 During the term of the Contract and for a period of 3 years thereafter, Accenture shall have the right, at its own expense, to audit the Supplier's books and records relating to such Supplier's activities under the Contract.

4.6 Applicable taxes will be invoiced as a separate item or line. Accenture will pay sales, use, value-added, goods and services and any other similar taxes imposed by authorized and official governmental authority on the Deliverables provided under the Contract, excluding all taxes based solely on Supplier's profits or assets. Accenture will pay such taxes in addition to the amounts due under the Contract, to the extent that Supplier details them individually on the applicable invoice. Accenture reserves the right to request proof of payment in the event that such taxes have been previously paid by the Supplier. In the event that Accenture is required to withhold or deduct any tax from any payment, Accenture shall not be obligated to "increase" the amount of such payment, and will pay the total amount reflected on the invoice less the applicable withholding tax. The Parties undertake in good faith to minimize their tax liabilities as far as legally possible. Each Party shall submit and make available to the other such resale certificates, treaty certifications and other tax exemption information as may be reasonably required by the other. Notwithstanding the foregoing, if Accenture provides Supplier with a copy of a resale exemption certificate, Accenture will not be billed for sales tax.

4.7 Each Party has established, maintains and enforces policies, processes and controls as required by law and in accordance with any regulation or published guidance of tax authority to prevent the facilitation of tax evasion. The Parties agree to notify each other in writing within a reasonable timeframe of a breach of this Section or an attempt to facilitate tax evasion (either by the relevant Party or any other third-party) where this may affect the provision or receipt of the Provider Offerings or the operation of the Parties' businesses or the Parties' compliance with tax evasion law. A breach of the Section is deemed a material breach in accordance with the relevant "Termination" Section.

5. OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

5.1 Supplier hereby assigns and grants to Accenture all rights and licenses necessary for Accenture to access, use, transfer and sell the Deliverables, exercise the rights conferred under this Agreement and transfer the Deliverables to its Affiliates and designated users, for the use and benefit of Accenture and for the provision of services to Accenture's clients and business partners. Except with respect to any proprietary materials, software and documentation provided by Supplier or Supplier's suppliers and existing prior to the services to be performed under the Agreement ("Pre-existing Materials"), all right, title and interest in the Deliverables, including all intellectual property rights, shall be the exclusive property of Accenture, to the maximum extent permitted by law. Supplier hereby assigns to Accenture title to all rights and interest in and to the Deliverables (excluding those relating to Pre-existing Materials) and waives any moral rights therein.

5.2 Supplier hereby assigns and grants to Accenture the fully paid, irrevocable, non-exclusive, perpetual, worldwide right and license to use and modify the Pre-existing Materials to the extent necessary for Accenture to use such Deliverables, as set forth in Section 5.1 above. Pre-existing Materials or open source software may not be incorporated into any Deliverable without Accenture's prior written approval.

5.3 To the extent that the Deliverables consist of software, Accenture shall have the right to install and use the software on its own equipment controlled by Accenture or on cloud platforms provided by third parties. For the avoidance of doubt, in the event that any of the Deliverables consist of cloud-based services, such services may be used by Accenture as set forth in Section 5.1 above.

5.4 The Supplier agrees to defend and hold harmless Accenture from any claim that a Deliverable (or any part thereof) infringes or violates an intellectual property right of a third party. In addition, in the event of a claim of intellectual

property infringement, Supplier shall, at its own expense, immediately pursue the first of the following practical remedies: (i) obtain for Accenture the rights granted under the Agreement; (ii) modify the Deliverable so that it does not violate intellectual property rights and complies with the Agreement; (iii) replace the Deliverable with one that does not violate intellectual property rights and complies with the Agreement; or (iv) accept the return or cancellation of the Deliverable in question and refund any amounts paid.

6. COMPLIANCE WITH LAWS

6.1 The Supplier agrees and warrants that it knows, understands, has complied with and will comply with all laws applicable to the Supplier in the performance of this Agreement, including but not limited to: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local anti-corruption regulations; (ii) laws, regulations and regulatory guidelines on data privacy, such as the "General Data Protection Regulation" 2016/679 of the European Union of April 27, 2016 ("GDPR"); (iii) export/import laws and economic sanctions ("Trade Control Laws"); (iv) immigration, labor and employment laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws. Supplier shall not provide any Deliverables to Accenture that could cause violation of any such laws.

6.2 Unless otherwise agreed in writing, Supplier shall not provide any Deliverable to Accenture that requires an export license or other form of governmental authorization under applicable Trade Control laws for transfer or use in connection with this Agreement. Upon Accenture's request, Supplier shall provide Accenture with export control classification under applicable Trade Control Laws with respect to any Deliverable provided pursuant to this Agreement.

6.3 Supplier shall promptly notify Accenture of Supplier's violation of any applicable law in the performance of this Agreement, and shall defend and hold Accenture harmless against any breach of such laws or breach of Clause 14.

7. LIABILITY AND INSURANCE

7.1 To the extent permitted by law, in no event shall Accenture be liable for loss of profits, lost profits, consequential or consequential, indirect, special, consequential or punitive damages or expenses. To the extent permitted by law, in no event shall Accenture's total liability to Supplier for any claim exceed the total price payable by Accenture to Supplier under the Agreement.

7.2 The Supplier shall obtain and maintain all applicable and adequate insurance (including but not limited to commercial insurance, occupational hazard insurance, motor vehicle insurance, errors and omissions insurance, general, professional and commercial liability insurance) in an amount consistent with the practice of the industry to which the Supplier belongs. In the event that the Supplier has access to personal data under this Agreement, such insurance will include coverage for cyber liability (data privacy).

8. RESCISSION

8.1 Accenture may immediately terminate the Agreement at its convenience (with or without cause) at any time, in whole or in part, by giving written notice to the Supplier. Except as expressly provided in this Agreement, Accenture shall have no obligation to pay an early termination fee or additional charges in connection with such termination.

8.2 Either Party may terminate the Contract, without judicial or extrajudicial notice, in the following cases: a) the breach by any of the Parts of any obligation set out in these Terms and Conditions, where such failure is not remedied within 10 (ten) working days from the date on which the breaching party is notified; b) the submission of an application for bankruptcy or judicial or extrajudicial restructuring, by any of the Parties, or any event characterizing its recognized insolvency; c) the occurrence of a duly proven fortuitous event or force majeure that prevents the continuity of these Terms and Conditions. Regardless of the cause of termination, the Supplier shall return all materials received, delivered or accessed under these Terms and Conditions.

9. CONFIDENTIALITY AND PUBLICITY

9.1 Supplier shall keep the existence, nature and content of the Agreement, Accenture Data (as defined in Clause 14.1), and any other Accenture information confidential, without disclosing it to any third party. The Supplier shall ensure that its personnel, contractors, subcontractors and representatives (collectively, the "Personnel") are aware of and have undertaken to comply with confidentiality and other legal obligations with respect to such information. Supplier shall not

make any reference to the Agreement, its terms or business information, or use Accenture's name, logo or trademark in any public announcement, promotion or other communication without Accenture's prior written consent.

9.2 The Supplier may only use such confidential information for the performance of its obligations under this Agreement.

9.3 On the date of (i) termination or termination of the Agreement; or (ii) at Accenture's request; Supplier shall return all confidential Accenture information and Accenture Data or delete such information.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 The Supplier is engaged as an independent contractor. Nothing in this Agreement shall create, or be deemed to create, a *joint venture*, partnership or employment relationship between Accenture and Supplier (including its Personnel). Accenture shall have no liability whatsoever for Supplier Personnel. Supplier shall remove Personnel from any assignment under the Contract for any lawful reason in Accenture's sole reasonable discretion.

10.2 Supplier shall not assign, transfer or subcontract the Agreement, its rights or obligations (including its data privacy obligations) to any third party (whether resulting from a change of control, merger or otherwise), without Accenture's prior written consent. In any event, the Supplier shall remain solely liable for all acts, errors or omissions of its subcontractors and contractors (including its sub-processors).

10.3 Accenture may assign or transfer its rights, benefits and/or obligations of Accenture under the Agreement to any Accenture Affiliate. The Supplier hereby gives its advance consent to such assignment or transfer.

11. SUPPLIER RULES OF CONDUCT

Accenture is committed to conducting its business free from any illicit, unethical or fraudulent activity. Supplier will act in a manner consistent with Accenture's ethical and professional standards described in Accenture's Supplier Standards of Conduct, including prompt notification of any unlawful, fraudulent or unethical conduct. A copy of these rules can be found in [accenture.com/us-en/company-ethics-code](https://www.accenture.com/us-en/company-ethics-code).

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 The Parties shall make good faith efforts to resolve, in a confidential manner, any dispute that may arise under the Contract, escalating it to the highest levels of their organizational structure before resorting to litigation or initiating any other judicial process.

12.2 The Contract and any dispute or matter arising therefrom shall be governed by the laws of the Argentine Republic, without regard to conflict of law provisions. Subject to Clause 12.1, the courts of the Autonomous City of Buenos Aires shall have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13. GENERAL

13.1 Any delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement shall not constitute a waiver of such Party's right to enforce such powers, rights or remedies. For the purposes of the Agreement, an email shall be deemed to be "in writing" or "in writing".

13.2 In the event that any provision or provision of this Agreement is held to be invalid, illegal or unenforceable, such provision or provision shall be severed from the remainder of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

13.3 Any change to the Contract shall be valid and binding only if such change is set out in a written agreement signed by the Supplier and Accenture. Any *online*, click-through terms and other terms or licenses accompanying the Deliverables shall be null and void and shall be non-binding on Accenture. The Parties expressly agree that any counteroffer made by Supplier or terms contained in Supplier's response to this Agreement, their acceptance or acknowledgement, if any, that are in addition to or differ from the terms set forth in the Contract shall not apply, and are hereby expressly rejected.

13.4 All provisions of these General Terms which, by their nature, shall survive the termination or termination hereof, including but not limited to clauses 1, 4, 5, 6, 7, 9, 12, 13, 14 and 15, shall survive any termination or termination hereof.

14. DATA PROTECTION AND PRIVACY

14.1 In addition to the Supplier's obligations under Clauses 6, 9, 10, and 15, the Supplier shall comply with this Clause 13 when processing Accenture's Personal

Data. "Accenture Personal Data" means personal data owned, licensed, controlled or processed by Accenture, including personal data processed by Accenture on behalf of its clients. "Accenture Data" means all information, data and intellectual property of Accenture or its clients and other suppliers, obtained, stored, hosted, processed received and/or generated by Supplier in connection with the provision of the Deliverables to Accenture, including Accenture Personal Data.

14.2 In the event that Supplier processes Accenture's Personal Data during the provision of the Deliverables to Accenture or the performance of its obligations under this Agreement, Supplier will: (i) only process Accenture's Personal Data in accordance with Accenture's written instructions, or to the extent reasonably necessary for the performance of the Contract and at all times in compliance with applicable laws; (ii) provide full cooperation and assistance to Accenture to ensure the timely and appropriate exercise of individuals' rights under applicable laws (including GDPR) for compliance with Accenture's obligations under such laws; (iii) use reasonable efforts to ensure that Accenture's Personal Data is accurate and up-to-date at all times while in its custody or control, to the extent Supplier has the ability to do so; (iv) assist and fully cooperate with Accenture and its clients to ensure their compliance with applicable laws, including Articles 32 through 36 of GDPR, as applicable. Supplier shall make available to Accenture and/or any supervisory authority all information necessary to demonstrate Supplier's compliance with the Agreement and applicable laws, enabling and contributing to the conduct of audits and inspections conducted by Accenture; (v) will not retain any Accenture Personal Data for longer than is necessary to perform the Agreement or required by applicable law; and (vi) ensure that any sub-processor (approved pursuant to Clause 10.2) is bound by a written agreement that includes the same data protection obligations as set out herein.

14.3 "Security Incident" means the loss, acquisition, disclosure, access, use or other form of compromise of Accenture Data. Supplier shall implement and maintain commercially reasonable and appropriate physical, technical and organizational security measures, including those set forth in Section 15 below, to protect Accenture's Data from a Security Incident and all other unauthorized or unlawful forms of processing. Supplier shall (i) notify its point of contact in writing without undue delay, within 48 hours of discovering the Security Incident; and (ii) investigate the Security Incident, taking all necessary precautions to eliminate or contain the Security Incident, cooperating with Accenture's remediation efforts, mitigating any damage, and developing and executing a plan, subject to Accenture's approval, that immediately reduces the possibility of recurrence of such Security Incident.

14.4 Supplier shall notify Accenture immediately in writing of any investigation, litigation, matter submitted to arbitration or any other dispute relating to the information security or privacy practices of Supplier or its subcontractors.

14.5 Supplier will not transfer, access or otherwise process Accenture Personal Data which originates from the European Economic Area (EEA), The United Kingdom of Great Britain and Northern Ireland (UK) and Switzerland to/from jurisdictions outside of an Approved Jurisdiction, without first entering into a legally valid data transfer mechanism(s) and/or additional agreement(s) with Accenture. "Approved Jurisdiction" means a member state of the EEA or any other jurisdiction or sector as may be approved by the European Commission as ensuring adequate legal protections for personal data, including UK and Switzerland.

15. INFORMATION SECURITY

15.1 Industry Standards. Supplier shall implement appropriate technical and organisational security measures that comply with Industry Standards on all applicable goods, services, equipment, software systems and platforms that Supplier uses to access, process and/or store Accenture Data. "**Industry Standards**" means security measures that are commercially reasonable in the information technology industry and are designed to ensure the security, integrity and confidentiality of Accenture Data and to protect against Security Incidents

15.2 Unlawful Code. Except for the features and functionality expressly disclosed in the Provider's documentation and made available to Accenture, the Deliverables will not contain any programs, subroutines, code, instructions, data or functions (including, but not limited to: viruses, malware, worms, date bombs, time bombs, shut-down devices), keys, authorization codes, backdoors or passwords that allow access to the Supplier) that could cause any inoperability, damage, interruption or interference of the Deliverables or any equipment on

which such Deliverables reside or with which such Deliverables may communicate.

15.3 Security of All Software Components. Supplier will conduct an inventory of all software components (including open source software) used in the Deliverables, and upon Accenture's request, provide such inventory to Supplier. Supplier shall evaluate whether such components have any security defects or vulnerabilities that could cause a Security Incident. Supplier shall conduct such assessment prior to providing Accenture with access to such software components and on an ongoing basis thereafter during the term of the Agreement. Supplier shall promptly notify Accenture of any identified security defect or vulnerability and remedy it in a timely manner. Supplier will notify Accenture of the repair plan. If repair is not feasible in a timely manner, Supplier shall replace the software component with a component that is not affected by a security defect or vulnerability and that does not reduce the overall functionality of the Deliverable(s).

15.4 Security Assessment. In the event that Accenture reasonably determines, or believes in good faith, that Supplier's security practices or procedures do not meet Supplier's obligations under the Agreement, Accenture will notify Supplier of such deficiencies. Supplier shall, without reasonable delay: (i) correct such deficiencies, at its own expense; (ii) allow Accenture, or its duly authorized representatives, to evaluate Supplier's security-related activities that are relevant to the Agreement; and (iii) promptly complete an Accenture security questionnaire from time to time at Accenture's request. Safety issues identified by Accenture will receive a risk rating and an agreed timeframe for repair. The Supplier will remedy all identified security issues within the agreed deadlines. In the event of Supplier's failure to remedy any high- or medium-rated security issues within the stated time frames, Accenture may terminate the Agreement pursuant to Section 8 above.

15.6 Infrastructure Vulnerability Scanning. The Supplier will scan its internal environments (e.g. servers, network devices, etc.) and external environments related to the Deliverables on a weekly basis. The Provider will have a defined process for addressing any discoveries, but will ensure that any high-risk vulnerabilities are addressed within 30 days, including any pending recovery points.

15.9 Asset Management. Supplier will: (i) maintain an inventory of the assets of all media and equipment where Accenture Data is stored. Access to such means and equipment shall be restricted to authorized personnel; (ii) classify Accenture Data so that it is properly identified and access to it is restricted as appropriate; (iii) maintain an acceptable use policy, with restrictions on printing Accenture Data and procedures for properly disposing of printed materials containing Accenture Data when such data is no longer required under the Agreement; maintain an appropriate approval process where Supplier approval is required before its personnel store Accenture Data on handheld devices, remotely access Accenture Data or process such data outside of Supplier's premises. In the event that remote data is approved, staff will use multi-factor authentication that may include the use of smart cards with certificates, One Time Password (OTP) tokens, and biometrics.

15.10 Access Control. Supplier shall maintain an appropriate access control policy that is designed to restrict access to Accenture Data and Supplier assets to Authorized Personnel. The Provider will require that all accounts have complex passwords containing letters, numbers and special characters, be changed at least every 90 days and have a minimum length of 8 characters.

15.11 Cryptography. Supplier shall maintain policies and standards for the use of cryptographic controls implemented to protect Accenture Data.

15.12 Safe Disposal or Reuse of Equipment. Supplier will verify that all Accenture Data has been securely deleted or overwritten, using Industry Standard processes, before disposing of or reusing equipment containing storage media.

15.13 Security of Operations. The Provider shall enable the registration and monitoring of all operating systems, databases, applications and security devices and networks that are involved in the provision of the Deliverables. The Provider shall maintain *anti-malware* controls designed to protect systems against malicious software, including malicious software originating from public networks. In addition, Provider will use *anti-malware* software (of an Industry Standard or better quality), maintain such software in its latest version, purchase maintenance and support from Vendor for such software, and immediately deploy new releases and versions of such software.

15.14 Transfer and Storage of Information. Supplier will use Industry Standard encryption to encrypt Accenture Data in transit. Supplier will also use Industry

Standard encryption to restrict access to Accenture Data stored on physical media that is transported outside of Supplier's premises.

15.15 PC Encryption. Supplier will require encryption of hard drives of at least 256-bit Advanced Encryption Standard (AES) on all PCs and/or laptops used by Personnel when such Personnel are accessing or processing Accenture Data.