

## 1. RECITALS

Accenture or the Accenture Group entities in France identified in the Order Form (or "**Purchase Order**" or "**PO**"), (hereafter the "**Client**"), in connection with and for the purpose of agreements concluded with their own clients or for their own purpose, put an order to the provider designated in an Order Form (the "**Provider**"), in its quality of a professional and a subject expert, to certain services and/or entrusted certain specific and highly specialized missions.

## 2. PURPOSE

This agreement (the « Agreement ») applies to purchases of the Client from the Provider, be it mainly equipment, components, provisions or services. The Provider, having accepted to deliver or create equipment, components, provisions or services for the benefit of the Client, also expressly accepts this Agreement and as such, the Compliance Certification attached herewith.

The Provider undertakes to comply with the Order Form describing the equipment, components, provisions and/or services (the "**Services**") negotiated between the Parties and expressing Client's expectations with regards to the objective of this order.

## 3. CONTRACTUAL DOCUMENTS

Any order (« **Order** ») will consist solely of the following documents, listed in order of priority:

- the Order Form (or Purchase Order);
- this Agreement ;
- the Compliance Certification ; and
- the Supplier's negotiated proposal or negotiated quotation.

## 4. DELIVERY – ACCEPTANCE - WARRANTY

4.1 : The Services are delivered at Supplier's own cost and risk. Signature of a delivery note cannot constitute acceptance.

4.2 : Any Service must be compliant with the requirements (specifications) defined by the Client and with the law, regulations and rules applicable to the Parties. It is for the Supplier to previously inform the Client of any Service nonconforming to the said requirements. Unless with the Client's prior approval, no acceptance can be vested in the case of any non-conforming Service. Any change made to the Services (as well as on the Services as to the procedures, the changings of the production site's location) must be subject to the Client's approval.

4.3: Unless a specific derogation is indicated in the Order Form, acceptance is enacted by the signature of the delivery note by the Client. In the absence of the signature of the delivery note within thirty (30) days after the Provider delivered the Service, the delivered Service shall be considered conforming and acceptance is vested.

4.4: Notwithstanding the application of the statutory warranty against hidden defects and compliance, within its contractual warranty, the Provider shall correct functional or performance anomalies of the Services during the twelve (12) months after acceptance at its own costs.

## 5. FINANCIAL CONDITIONS AND INVOICING

5.1 Except a specific derogation indicated in the Order Form, the price outlined in the Order Form is considered fixed, firm, and a non-revisable lump-sum.

5.2 The price includes all the Services, documentation, accessories, warranties and transfer of rights.

By express agreement, the Parties waive the benefit of article 1195 of the Civil Code on the capacity for each party to ask for an amiable or judicial renegotiation of this Agreement in case of an unforeseeable change of circumstances.

5.3 Invoices shall contain the mandatory mentions, the purchase order number and shall mention the project, the description of the Service, the

price per unit, and any potential taxes.

5.4 Invoices are submitted to the accounting department and bear the name of the Client and shall contain a RIB (banking account details) sent along with the first invoice.

5.5 Payments are done by bank transfer sixty (60) days from the date of invoice, except for a specific derogation on the Order Form. In case of late payment, owed sums shall bear interest at three (3) times the legal interest rate, and the Client shall automatically owe the Provider a flat-rate compensation for costs of collection, the amount of which is fixed at 40 (forty) euros in accordance with Decree No. 2012-1115.

## 6. SCHEDULE - PENALTIES

6.1 Deadlines and dates stated in the Order Form are mandatory.

6.2 In the event of non-compliance with the mandatory dates of the schedule stated in an Order Form, the Service Provider incurs, automatically and without need for prior notice, a Penalty equivalent to two per cent (2%) of the tax-exclusive Agreement total per calendar day of delay capped at 25% of the total Service value. This Penalty, qualified as an "astreinte", shall not confer a discharge and will be payable notwithstanding the damages to which the Client will be entitled as a result of the failure.

## 7. ETHICS

7.1 : The Provider undertakes to comply at all times with all laws, ordinances and regulations applicable to either of the Parties and all other applicable Anticorruption Laws, anti-competition and export compliance laws. The Provider will not take any action, or fail to take any action, that would result in Client violating any such law, rule, ordinance or regulation. Provider agrees to execute the "Certification of Acknowledgement and Compliance", a copy of which is attached hereto as Attachment A (the "**Certification**"), at the time of creating its Supplier profile, with the understanding that the acceptance of this Agreement following the terms in article 2 results in the acceptance of the said Certification.

7.2: Records and Audit : During the term of the Order Form and for three (3) years thereafter, Provider will retain and, upon reasonable notice, will provide Client reasonable access to audit Provider's books, accounts, and records relating to the Services performed and payments made by Provider in connection with performance of the Services. At the Provider's option, Client may select an independent third party of international reputation and good standing to conduct the audit. Any such independent third party will be required to agree to an appropriate confidentiality/non-disclosure agreement. Provider shall cooperate fully in any audit conducted by or on behalf of Client.

## 8. PROPERTY

8.1 The transfer of risks on Services occurs on Client Acceptance, unless there's a specific derogation indicated in the Order Form:

- Property of tangible assets (notably the material support of the Services) is transferred to the Client once the Agreement is concluded, and failing that, as and when they are created by the Provider;
- All intellectual property rights (in particular all rights of reproduction, representation, utilisations, adaptation, modification, translation, distribution, operation and exploitation, licence or loan) on the Services delivered by the Provider (including software, data bases, documentation, specific developments, inventions, prototypes, training support etc) are transferred exclusively to the Client as and when they are created. The transfer of intellectual property rights is granted for the entire world and for the duration of the protection currently granted or to be granted by laws, regulations and international conventions to come, for all purposes and destinations, in any form. The Client can

proceed, as needed, to the registration of any industrial property right on the Services.

8.2: The Provider warrants that it holds all the property rights (in particular intellectual property) on the Services. Accordingly, the Provider holds the Client harmless and indemnifies it from and against any action, claim, pursuit or opposition from any person claiming an intellectual property right or an act of unfair competition and / or parasitic and / or an infringement of privacy which the performance of this document would undermine and which is, directly or indirectly, connected with the preparation and / or operation of the Services. In this case compensation and costs of any kind paid by Client for its defense, including the costs of counsel, as well as any damages as they might be opposed to it, shall be borne by the Service Provider.

## 9. REFERENCE

The Supplier shall not use the Client's name as a commercial reference except upon express and written agreement.

## 10. CONFIDENTIALITY

All the information provided is confidential for the duration of the Order Form and five (5) years thereafter, and includes all information or other data communicated by the Parties in writing or orally.

## 11. RESCISSION

11.1: By way of express derogation to the article 1225 of the civil code, the Parties agree that in case of breach by one of the Parties of its contractual engagements, to which no remedy is brought thirty (30) calendar days after notice by registered letter with acknowledgment of receipt to comply with its contractual obligations and referencing this clause, the other Party can automatically claim the rescission of the Purchase Order, without prejudice to any damages that may be claimed from the defaulting Party. The rescission shall be effective on the date of the first submission of the registered letter with acknowledgement of receipt notifying it, without prejudice to the eventual reversibility or assistance to the transition obligations whose burden and costs are on the Provider as defined in the Contractual Documents.

The articles 1217 al 1, 1219 and 1220 shall not apply to the Purchase Order.

11.2: It is understood that failure to comply with the obligations defined in article 7 of this Agreement and with the Certification, in particular not abiding to the laws, constitutes a sufficiently serious non-performance which justifies in view of this very non-performance the immediately effective rescission of this Agreement without prior formalities:

## 12. PERSONAL DATA AND SECURITY

The Parties undertake to comply with the provisions of the regulations on the protection of personal data:

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.

When Supplier acts as a data processor within the meaning of these regulations: Supplier shall only proceed on documented instructions of the Client, it shall implement the appropriate technical and organizational

measures to warrant the security of data and shall sign on first request the specific contract related to personal data processing as proposed by the Client.

The Provider is advised that Accenture implements processing of personal data to manage its relations with its own providers. The data collected are essential for such management and will be analyzed, processed and transmitted by the concerned Client departments.

Data relating to the employees of the Service Provider may, for the communication of or operations involving such data, be transferred to companies in the Client Group, their subcontractors or service providers located in countries that may or may not benefit from adequate levels of protection. Internal rules designed to organize cross-border flow of personal data intra-group and agreements aimed at organizing the transmission of such data to third companies have been developed in order to ensure adequate levels of protection.

The right of the Service Provider's employees to query or/and access to their personal data can be exercised by writing to the Procurement Department, 118 Avenue de France, 75013 Paris, together with a copy of title of identity, or by e-mailing the Accenture Data Privacy Officer at the following address: [dataprivacy@accenture.com](mailto:dataprivacy@accenture.com).

It's the Provider's responsibility to inform its employees of the contents of this clause.

The obligations concerning data and system security notified by the Client are an integral part of this Agreement and are enforceable against the Provider on the grounds of compliance obligations.

## 13. TRANSFER – SUBCONTRACTING – CHANGE IN CONTROL

Without the prior written consent of the Client, this Agreement is not transferable and the Services cannot be subcontracted, with the understanding that each Party consents to such a transfer of the other Party within its own group. By way of derogations to the dispositions of article 1216-1 of the Civil Code, the transfer of the Agreement does not in any way create any solidarity between the transferring entity and the transferee.

The Provider undertakes to inform Client of any direct or indirect change in control, occurring during the execution of this Agreement, by way of registered letter with acknowledgement of receipt one (1) month after its occurrence. In case of a change in control of the Provider resulting in the direct or indirect control by a Client competitor, the latter shall have the option, if need be, to rescind this Agreement without any indemnity, and upon giving a written notice of two (2) months formalized through a registered letter with acknowledgement of receipt.

## 14. CONVENTION OF PROOF

The Parties agree to consider messages received by fax or by e-mail, and more generally the electronic documents exchanged between them, as original writings within the meaning of Article 1366 of the Civil Code; that is, that they have the same value as the one granted to the original. The Parties agree to keep faxes or e-mail writings so that they can provide good and durable copies within the meaning of Article 1379 of the Civil Code.

The Parties acknowledge that the Purchase Order signed using ECHOSIGN or any other digital signature tool shall constitute an electronic document within the meaning of article 1366 of the Civil Code. Signature through this tool manifests the consent of the Parties to that act, within the meaning of article 1367 of the Civil Code.



**15. APPLICABLE LAW – JURISDICTION ATTRIBUTION**

THIS AGREEMENT IS GOVERNED BY THE FRENCH LAWS, WITHOUT GIVING EFFECT TO CONFLICT OF LAW RULES.

IN THE EVENT OF A DISPUTE, AND WHERE FAILING AMICABLE SETTLEMENT WITHIN ONE (1) MONTH AFTER A GRIEVANCE IS NOTIFIED BY ONE OF THE PARTIES, EXPRESS COMPETENCE IS AWARDED TO THE COMMERCIAL COURT OF PARIS, NOTWITHSTANDING THE PLURALITY OF THE DEFENDANTS OR A GUARANTEE CALL, EVEN FOR URGENT PROCEEDINGS OR PROTECTIVE PROCEEDINGS, BY INJUNCTION OR BY PETITION.

**SCHEDULE A - U.S. FOREIGN CORRUPT PRACTICES ACT AND INTERNATIONAL ANTICORRUPTION COMPLIANCE ACKNOWLEDGEMENT AND CERTIFICATION**

In connection with the Services performed pursuant to the Contract, the undersigned Service Provider, which for purposes of this Certification includes its owners, directors, officers, employees, representatives, partners, and agents:

1. Has not (other than to the extent disclosed to Accenture in writing in connection with this Certification) and will not violate the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or other applicable anti-corruption and anti-money laundering laws (collectively "the Anticorruption Laws"), or otherwise offer or give money or anything of value to any person, in order to obtain and/or retain business for the benefit of Accenture and/or Service Provider, and/or to secure any other improper advantage for Accenture and/or the Service Provider;
2. Will not submit any false or inaccurate invoices to Accenture or otherwise falsify any documents related to services performed for Accenture, and will submit true and adequate documentation with all invoices, including: a) an explanation of the services provided during the period

covered by the invoice; and b) itemized expenses incurred, accompanied by receipts (or other documentation if a receipt is unavailable) identifying the payment date, amount and purpose of the expense;

3. Will not provide any gifts, meals, or entertainment to, or pay for the travel expenses of, any third party without the advance written approval of Accenture, and any such expenses shall comply with all applicable laws as well as the internal policies of the recipient's employer;
4. Will promptly notify Accenture in writing in the event that the Service Provider fails to comply with the provisions of this Certification;
5. To the best of its knowledge has not, and will not enter into any actual or potential, interest in conflict with Accenture or with the services that would: (i) affect Service Provider's performance in the delivery of the Services; (ii) affect any other aspect of the engagement letter; (iii) violate any law or regulation; or (iv) create any appearance of impropriety;
6. Agrees that where Accenture believes in good faith that a violation of the declarations and commitments undertaken in this Certification has occurred, Accenture can end the Contract with the Service Provider immediately on presentation of the notice and without penalty.
7. To report a serious concern, you should contact the Accenture Business Ethics Line at +1 312 737 8262, a 24-hour, 7-day service; accepts collect calls) or visit the secured site <https://businessethicsline.com/accenture>
8. Proceeds to a description of its compliance program where it has rolled out one in application of the law 2016-1691 of 9 december 2016 on transparency, the fight against corruption and the modernization of the economy.