

1. AGREEMENT

1.1 The "Agreement" 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 signed by Accenture and the indicated provider such as a master agreement, statement of work or letter agreement ("SOW"). 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 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. "Accenture" means the Accenture entity that is a party to the Agreement ("Accenture").

1.2 In the event of any conflict between the terms of this Agreement, the SOW, or the offer, the following order of precedence shall apply: (i) the SOW; (ii) this General Terms; (iii) any other document expressly mentioned under this Agreement; (iv) the offer and the specific terms of supply included in the offer.

1.3 An "Affiliate" means any entity, whether incorporated or not, that controls, is controlled by or under common control with Accenture plc, a public limited company incorporated in Ireland with its registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (registration number 471706) and its successors, where "control" (or variants of it, including by means of any affiliation/association) means the ability, whether directly or indirectly, to direct the management and policies of another entity by means of ownership, contract or otherwise, pursuant to Section 2359 of the Italian Civil Code ("ICC"). Affiliates shall not be considered third parties under this Agreement.

2. PERFORMANCE/ WARRANTIES

2.1. Supplier warrants and undertakes that the Deliverables will be free from defects in material and workmanship and will conform to any specifications or requirements in the Agreement or agreed upon by the Parties in writing. All Deliverables will be subject to an inspection and acceptance by Accenture in accordance with Section 4 of this Agreement, even if the Parties have not set forth any specifications or requirements regarding the Deliverables in the Agreement.

2.2. By way of derogation to Section 1495 ICC, this warranty shall last 1 (one) year.

2.3. Supplier further warrants and undertakes that (a) it shall provide the Deliverables with reasonable care and skill in accordance with good industry practice and the agreed service level agreement in a professional, timely and efficient manner; (b) it shall only use suitably skilled, qualified and adequately trained personnel (or subcontractors where authorized) to provide the Deliverables; (c) it has full capacity and all necessary permissions, consents and licenses to enter into and to perform its obligations under this Agreement and where necessary shall obtain and maintain on behalf of Accenture (without cost or charge to Accenture) such permissions, consents and licenses as are necessary for Supplier to provide the Deliverables; (d) this Agreement is executed by a duly authorized representative of the Supplier; (e) that Supplier shall maintain such BCP (Business Continuity Plan) in effect for the term of this Agreement; (f) to provide Accenture, upon execution of this Agreement and thereafter on an annual basis, with a copy of the tax compliance certificate requested from the competent Italian Revenue Agency (*Agenzia delle Entrate*), or to notify Accenture of the amount of any outstanding tax liabilities.

3. DELIVERY

Prices will be based on delivery at the location specified by Accenture, with all duties, tariffs, freight, insurance and other costs related to transportation and delivery being the responsibility of Supplier. Title to and risk of loss/damage for goods remain with Supplier until the goods have been delivered, inspected and accepted by Accenture. Supplier is the importer and exporter of record. Supplier agrees to provide free replacement of goods lost or damaged in transit, at no additional charge, within 3 (three) business days of receipt of notice from Accenture. For Supplier's delivery of goods, time is of the essence. In the event Supplier does not provide on time the Deliverables as agreed between the Parties in accordance with the provisions of Schedule B, Accenture may terminate this Agreement as provided in the Section 8.

4. PAYMENT, INVOICING, AUDIT AND TAXES

4.1 All prices are exclusive of VAT or similar taxes and will be in the official currency of the country where the Accenture entity in the Agreement is located.

4.2 Supplier is entitled to invoice Accenture after delivery has taken place in accordance with Section 2 and 3 above.

Supplier shall invoice Accenture on a timely basis all fees arising out or in connection with this Agreement. Invoices will be addressed to the invoicing department of Accenture or the Affiliate who issued the Order. Invoices must be issued in electronic format as defined under article 1, paragraph 916, of law no. 205 of 27 December 2017 (so-called "Legge di Bilancio 2018"), which introduced

the obligation of electronic invoicing, starting from January 1st 2019, for the supply of goods and services performed between resident entities, established or identified in the territory of the Italian State. For all the Italian companies of the Accenture group, electronic invoices, in compliance with the law, must be transmitted, reporting as follows:

- Company name of the Group company, Registered Office, VAT number (important to be correct) and Fiscal Code;
- in the "Recipient code" field, enter: "0000000"; - in the "PEC" field, leave it blank (i.e., do not write anything);
- In field 2.1.2.2 <IdDocumento>: The Purchase Order number must be entered in the invoice in case of PO invoice. For non-PO invoices this field can be used to insert the requestor name.

Only for those cases as provided by the Italian legislation on electronic invoicing, the invoice shall be issued in analogical mode.

If the analogical invoice will be sent in paper format, it shall be sent to the following address: "Via Privata Nino Bonnet 10 – 20154, Milan, Italy". If the analogical invoice will be sent in digital format (e.g. pdf which, according to the Italian law, is not considered as "electronic invoice"), it shall be forwarded to the following e-mail address: "acn.inv.italy@accenture.com".

All invoices submitted to Accenture must include adequate documentation, including, as applicable: (i) a statement that the Deliverables comply with the provisions of the Agreement; (ii) an explanation of the Deliverables provided during the period covered by the invoice, including applicable purchase order number, invoice number, invoice date, name of the requestor, description of the Deliverables and the corresponding price; and (iii) if expense reimbursement is provided for in the Agreement in relation to Supplier's services, itemized expenses with receipts or other documentation if a receipt is unavailable.

4.3 Invoices are paid by bank transfer with due date at 75 (seventy-five) days end of month from invoice date, on the bank account and according to details communicated by the Supplier (i) during the Supplier qualification screening, or otherwise (ii) sent in writing to the registered office address of the Accenture Group Company that issued the Order; it is understood, in this latter case, that notice will be effective 10 (ten) days after receipt by Accenture. Payment of an invoice (in whole or in part) will not be deemed acceptance of any Deliverables. Supplier shall promptly invoice Accenture for Consideration arising out of or related to this Agreement. Except as provided under the Agreement and/or under individual SOWs, Supplier shall invoice Accenture no later than thirty (30) days after the end of the agreed-upon billing cycle specified in the SOWs. Accenture shall have no obligation to pay any Consideration that Supplier has not invoiced to Accenture within seventy-five (75) days following the end of the agreed billing cycle to which such amounts relate and in which they accrued or should otherwise have been invoiced. Within seventy-five (75) days of termination or expiration of each SOW, Supplier shall send to Accenture a final itemized (line-by-line) invoice for all Consideration accrued, incurred, or otherwise chargeable under this Agreement for each SOW. Supplier's failure to issue an invoice for any Consideration within the timeframes set forth under this Section will be deemed a waiver of such Consideration. Supplier will issue invoices in accordance with Accenture's procedural requirements as communicated to Supplier from time to time. For the purposes of paying the Consideration, as provided under this Section, Accenture shall evaluate the Deliverables rendered by Supplier, following the services' acceptance process agreed between the Parties within each individual SOW (Annex B.1 of Schedule B).

Upon Accenture's acceptance of the services, Supplier shall be entitled to issue the corresponding invoice.

4.4 Accenture is entitled to postpone and/or offset payment if the Supplier owes Accenture money for any reason and/or if Accenture disputes the amount due in good faith.

4.5 During the term of the Agreement and for a period of 3 (three) years thereafter, Accenture will have the right, at its expense, to audit the books and records of Supplier related to Supplier's activities under the Agreement. Accenture 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. The Supplier shall cooperate fully in any audit conducted by or on behalf of Accenture.

4.6 Applicable taxes will be billed as a separate item or line item. Accenture will pay sales, use, value added, goods and services, and all other similar taxes imposed by any official, authorized governmental entity for Deliverables provided under the Agreement, excluding taxes based solely on Supplier's income or property. Accenture will pay such tax(es) in addition to the sums due under the Agreement provided that Supplier itemizes them on a proper invoice. Accenture reserves the right to request proof of payment if previously paid by Supplier. If Accenture is required to withhold or deduct any taxes from any payment, Accenture will not be required to "gross up" the amount of such payment and will pay the total amount reflected on the invoice less the applicable withholding taxes. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible. Each Party will provide and make available to the other Party

any resale certificates, treaty certifications and other exemption information reasonably requested by the other Party. Notwithstanding the foregoing, provided Accenture furnishes Supplier with a copy of a resale exemption certificate, no sales taxes will be billed to Accenture.

4.7 The compensation for Supplier must be understood as all-inclusive, unless otherwise agreed. In no case sections 1448 paragraph 1, 1664, 1467 of the Civil Code apply.

4.8 In case of delay in payment, interest will be determined at the legal rate established by sec. 1284 of the Civil Code starting from the date of formal notice ("Interest Rate"). Legislative Decree no. 231/2002, does not apply to this Agreement. Supplier acknowledges that the Interest Rate is aligned with what is applied to Accenture and/or what Supplier has accepted or is willing to accept in relation to any agreement entered into for commercial transactions similar to those indicated under this Agreement.

4.9 Payments, including possible reimbursement of expenses, shall be interrupted:

- (i) in case Accenture does not accept the Deliverables;
- (ii) in case the invoice does not comply with provisions in this section;
- (iii) in case Provider breaches obligations under section 2.3 of this Agreement and, particularly, in case Supplier does not comply with any commitment made for which no remedy action is taken within 30 (thirty) days from the date of Accenture's notification of the reported violation;
- (iv) Payments shall also be interrupted in case Supplier breaches obligations under section 6 of this Agreement.
- (v) whenever provided for by this Agreement;

In case payments are interrupted under provisions of this section, interest cannot be levied and Supplier acknowledges that Accenture is not accountable for any claim, loss or damage suffered by Supplier due to and related to Accenture's right to interrupt payments as provided for under this section.

4.10. Each Party has established, maintains and enforces policies, processes and controls as required by law and in accordance with any regulation 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 where this may affect the provision or receipt of the Services or the operation of the Parties' businesses or the Parties' compliance with tax evasion law. A breach of this section is deemed a material breach in accordance with Article 8 of this Agreement.

5. OWNERSHIP OF DELIVERABLES & 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 and to exercise the rights granted under the Agreement, and pass-through the same to Affiliates and designated users, for the use and benefit of Accenture and in providing services to Accenture's clients and business partners. Except with respect to any proprietary materials, programs, and documentation provided by Supplier or its suppliers and in existence prior to the services being performed under the Agreement ("**Pre-Existing Materials**"), all right, title and interest in the Deliverables, including all intellectual property rights, will be the exclusive property of Accenture, to the extent permitted by applicable law. Supplier hereby assigns to Accenture ownership of all rights, titles and interests in the Deliverables (excluding Pre-Existing Materials) to the **maximum** extent in accordance with the applicable law.

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

5.3 To the extent the Deliverables consist of software, Accenture will be entitled to install and use the software on equipment owned or controlled by Accenture or on cloud platforms provided by third parties. For avoidance of doubt, to the extent that any Deliverables consist of cloud-based services, such cloud-based services may be used by Accenture as provided for in Section 5.1 above.

5.4 Supplier agrees to defend, hold harmless and indemnify Accenture from any claim that a Deliverable (or any portion thereof) infringes or misappropriates any intellectual property right of a third party. In addition, if a claim of infringement is made, Supplier will, at its own expense, promptly exercise the first of the following remedies that is practicable: (i) obtain for Accenture the rights granted under the Agreement; (ii) modify the Deliverable so it is non-infringing and in compliance with the Agreement; (iii) replace the Deliverable with a non-infringing one that complies with the Agreement; or (iv) accept the return or cancellation of the infringing Deliverable and refund any amount paid.

6. COMPLIANCE WITH LAWS

6.1 Supplier represents and warrants that it is aware of, understands, has complied with, and will comply with, all laws applicable to Supplier in the performance of the Agreement, including but not limited to: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the Italian Legislative Decree No. 231/2001 and other local anti-corruption laws with reference to which it agrees to execute the Certification of Acknowledgement and Compliance, a copy of which is attached hereto as Schedule A; (ii) data privacy laws, regulations and regulatory guidance, such as the EU's General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR"), the Italian Legislative Decree no. 196/2003 and subsequent amendments and modifications and the measures taken by the Italian Data Protection Authority; (iii) export/import and economic sanctions laws ("Trade Control Laws"); (iv) immigration, labor and employment laws; (v) employment opportunity and anti-discrimination laws; (vi) environmental laws; (vii) health and safety laws such as Italian Legislative Decree No. 81/2008 and subsequent amendments and modifications, and other applicable health and safety laws; (viii) duties on traceability financial flows set forth in Italian Law no. 136/2010 and subsequent amendments and modifications and declares that it has no outstanding tax liabilities with the Italian Revenue Agency (*Agenzia delle Entrate*) and that it is in full compliance with all tax obligations under applicable law; (ix) anti-money laundering duties set forth in Italian Legislative Decree no. 231/2007 and subsequent amendments and modifications. Supplier will not provide any Deliverables to Accenture that would cause a violation of any such laws.

6.2 Supplier is required to pay its employees economic, regulatory and social security benefits in accordance with applicable laws, regulations, collective or category agreements. Furthermore, Supplier undertakes to fully comply with the provisions of sec. 29, paragraph 1-bis of Legislative Decree 276/2003 and consequently to guarantee the Personnel an economic and regulatory treatment that is overall no less than that provided for by the national and territorial collective bargaining and category agreements stipulated by the most representative workers' and employers' trade unions at national level, applied in the industry and for the area strictly connected with the Services performed in connection to this Agreement.

Supplier also undertakes, where requested by Accenture, to provide a copy of the collective labor agreement applied as well as to provide evidence, including documentary evidence, of compliance with the provisions of sec. 29, paragraph 1-bis of Legislative Decree 276/2003.

Supplier is solely responsible for all obligations and liabilities regarding social security payments and potential damages caused to third parties according to current laws and for any other burden resulting from the violation of legal and/or administrative provisions. Supplier therefore agrees to indemnify and hold Accenture harmless from any claims made by the Supplier's personnel, suppliers and agents (collectively, "Personnel") or their assigns or similar legal entities in relation to wages, social security contributions and welfare and anything else due pursuant to their employment contract with Supplier and/or in the event of interruption of such contracts.

Under no circumstances will any person engaged by Supplier to perform the Deliverables under this Agreement be considered to be an employee of Accenture, and Accenture is deemed to be totally unrelated to any relationship existing between Supplier and the foregoing entities. Accordingly, Supplier undertakes to hold Accenture harmless from any claims made for any reason by those engaged to provide the Deliverables. Therefore, Parties mutually recognize that the provision of the Deliverables does not correspond in any way to an employment contract between one Party and the Personnel of the other Party.

Supplier shall be responsible at all times for compliance with all immigration, labor and employment laws and regulations (collectively, "Immigration Laws") applicable to Supplier Personnel performing the Deliverables, including, but not limited to, other, assurance that for all Supplier Personnel such Immigration Laws have been complied with before Supplier Personnel commence any Deliverables for Accenture.

6.3 Unless otherwise agreed in writing, the Supplier will not provide any Deliverables to Accenture that require an export license or other form of government authorization under applicable Trade Control Laws to transfer or use in connection with the Agreement. Upon request, the Supplier will provide Accenture with the export control classification under applicable Trade Control Laws of any Deliverables provided in the performance of the Agreement.

6.4 Where applicable, e.g. in the event of a purchase order/SOW related to Deliverables to be provided within Accenture company's premises or within a single production unit, as well as within the production cycle of the latter, and provided that Accenture has the legal availability of the premises where the Deliverables are performed, Supplier will communicate to Accenture the name(s) of the personnel performing the function of "preposto" pursuant to sec. 26 paragraph 8-bis of Legislative Decree 9 April 2008, n. 81 and subsequent amendments.

6.5 Supplier will promptly notify Accenture of its violation of any applicable laws in its performance of the Agreement, and will defend, hold harmless and indemnify Accenture for any violation of such laws or a breach of Section 6.

7. LIABILITY AND INSURANCE

7.1 To the extent permitted by law, in no event will Accenture be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. To the extent permitted by law, in no event will Accenture's aggregate liability to Provider, arising out of or in connection with the foregoing and any related claims, exceed the total Consideration payable by Accenture to Provider as set forth in each applicable Statement of Work (SOW) from which such liability arises.

7.2 Supplier will obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Supplier's industry practice. If Supplier will have any access to personal data under the Agreement, such insurance will include cyber liability (data privacy) coverage.

8. TERMINATION

8.1 Accenture shall be entitled to terminate the Agreement and /or SOW:

i) pursuant to Section 1456 ICC, by written notification to Supplier, should the latter not comply with the obligations as agreed upon or breach statements and/or assurances as per Sections 2, 5.4, 6, 7.2, 9, 10, 11, 14. Such notification shall have immediate effect;

ii) pursuant to Section 1454 ICC, by mean of a written 15-days advance notice to Supplier, in case of material breach by Supplier of any of the obligations arising from the Agreement and/or SOW.

8.2 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 15-days advance notice to Supplier. 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. In no event shall Section 1671 ICC apply.

9. CONFIDENTIALITY AND PUBLICITY

9.1 Supplier will keep the existence, nature and the content of the Agreement, Accenture Data (as defined in Section 14.1), and any other information of Accenture, confidential and not disclose it to any other person. Supplier will ensure that its personnel, contractors and agents (collectively, "Personnel") are aware of, and have committed to, confidentiality and legal obligations with respect to such information. Supplier will not make any reference to the Agreement, its terms, business information, or use Accenture's name, logo or trademark in any public announcements, promotions or any other communication without Accenture's prior written consent.

9.2 Supplier may only use such confidential information for the purpose of performing its obligations under the Agreement.

9.3 Upon: (i) expiration or termination of the Agreement; or (ii) the request of Accenture; Supplier will return all confidential information of Accenture and Accenture Data or delete such information.

9.4 Such obligations, declarations and warranties shall be effective for 3 (three) years following the termination, for any reason, of the Agreement.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 Supplier is engaged as an independent contractor. Nothing in the Agreement will be deemed or construed to create a joint venture, partnership or employment relationship between Accenture and Supplier (including its Personnel). Accenture will have no liability or responsibility for Supplier's Personnel.

10.2 Supplier will not assign, transfer or subcontract the Agreement or 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. When subcontracting is authorized in writing by Accenture, Supplier warrants that the other party to the subcontract agreement is prohibited from further subcontracting. In any event Supplier will remain solely liable for any and all acts, errors or omissions of its subcontractors (including its sub-processors). Supplier shall ensure, also pursuant to sec. 1381 of the Civil Code, that the authorized subcontractor complies with all the provisions under this Agreement.

In any event Provider will remain solely liable for any and all acts, errors or omissions of its subcontractors (including its sub-processors).

10.3 The assignment of credit, the granting of collection orders or other forms of delegation of payment by Supplier are expressly excluded for the entire amount of the consideration or even part of it.

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

11. SUPPLIER STANDARDS OF CONDUCT AND INTERNAL ORGANIZATION MODEL

11.1. Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier must comply with the Accenture Supplier Standards of Conduct [Code of Business Ethics | Accenture](#), as updated by Accenture from time to time (the 'Accenture Supplier Standards'). Without prejudice to the foregoing, Supplier:

- a. warrants and represents to Accenture that it: (1) conducts risk-based human rights and environmental due diligence in its supply chain as appropriate; and (2) requires its own direct suppliers to comply with equivalent obligations to those set out in the Accenture Standards; and
- b. must report to the Accenture Business Ethics Helpline any suspected or actual violations of the Accenture Standards.

11.2 By entering the Agreement, Supplier undertakes to comply with the Internal Organization Model, General Part ("Model") adopted by Accenture pursuant to Italian Legislative Decree No. 231/2001, which can be consulted on the website: <https://www.accenture.com/it-it/local-policy>.

12. GOVERNING LAW AND DISPUTES

12.1 The Parties will make good faith efforts to resolve, in a confidential manner, any dispute which may arise under the Agreement, by escalating it to higher levels of management, prior to resorting to litigation or other legal process.

12.2. The Agreement and any dispute or matter arising under it or connected to it will be governed by the laws of Italy, without giving effect to conflict of laws rules. Subject to Section 12.1, the Court of Milan, Italy will have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

13. GENERAL

13.1 No delay or failure by either Party to exercise any of its powers, rights or remedies under the Agreement will operate as a waiver of them. For purpose of the Agreement an email will be deemed to be "written" or a "writing".

13.2 If any part of the Agreement is found to be invalid, unlawful or unenforceable then such part will be severed from the remainder of the Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

13.3 Any changes to the Agreement will be valid and binding only if such changes are set forth in a written agreement signed by Supplier and Accenture. Any click-through, online or other terms or licenses accompanying any Deliverables are null and void and will not bind Accenture. The Parties expressly agree that any counter offer by Supplier or terms contained in the Supplier's response to, or acknowledgment or acceptance of, the Agreement, if any, that are additional to, or different from, the terms set forth in the Agreement will not apply and are hereby expressly rejected by Accenture.

13.4 The provisions of these General Terms, which by their nature survive termination or expiration, including but not limited to provisions 1, 4, 5, 6, 7, 9, 10, 12, 13 and 14, will survive any termination or expiration of the Agreement.

14. DATA PRIVACY AND INFORMATION SECURITY

In any case where Supplier will access, handle or use any data that relates to or identifies any natural person ("Personal Data") owned, controlled or processed by Accenture or by an Accenture's Client, Supplier will comply with any additional provisions in the relevant Schedule C. Also, Supplier will comply with any information security requirements set forth in the relevant Schedule D.

SCHEDULES

The following Schedules, which are deemed part of the Agreement, are attached hereto and incorporated herein by this reference::

Schedule A – Compliance Acknowledgement and Certification

Schedule B – Statement of Work (SOW)

Schedule C – Data Privacy Provisions

Schedule D – Information Security Requirements

Pursuant to and for the purposes of articles 1341 and 1342 of the ICC, the Parties declare that they specifically approve the following Sections:

- Section 2 - *Performance/Warranties*
- Section 4- *Payment, Invoicing, Audit and Taxes*
- Section 5- *Ownership of Deliverables & Intellectual Property Rights*
- Section 6- *Compliance with Laws*
- Section 7- *Liability and Insurance*
- Section 8- *Termination and Withdrawal Rights*
- Section 12- *Governing Law and Disputes*

Accepted and Agreed to by the Parties:

[Insert Legal Name of Supplier]	[Insert Legal Name of Accenture]
By:	By:
(Authorized Signature)	(Authorized Signature)
Name:	Name:
(Printed or Typed)	(Printed or Typed)
Title:	Title:
(Printed or Typed)	(Printed or Typed)
Date:	Date:

4. Will promptly notify Accenture in writing in the event that [Business Intermediary] fails to comply with the provisions of this Certification, or becomes aware of any violation or potential violation of The Anticorruption Laws, by Business Intermediary or otherwise related to the services performed for Accenture;

5. [FOR INDIVIDUALS ONLY: Is not a Public Official and has no immediate family members who are Public Officials (other than those disclosed to Accenture in writing in connection with this Certification) and will notify Accenture if he/she, or any member of his/her immediate family, becomes a Public Official or if a Public Official takes an ownership interest in Business Intermediary’s business] OR [FOR SMALL/NON-PUBLIC COMPANIES ONLY: None of Business Intermediary’s officers or directors, and none of Business Intermediary’s employees who have been or will be performing services for Accenture, is a Public Official, and no Public Official has an ownership interest in Business Intermediary. Business Intermediary will notify Accenture in writing if there is any change to the foregoing representation] OR [FOR LARGE/PUBLIC COMPANIES ONLY: None of Business Intermediary’s employees who have been or will be performing services for Accenture is a Public Official. Business Intermediary will notify Accenture in writing if there is any change to the foregoing representation.];

6. [FOR INDIVIDUALS: Has neither been convicted of or pleaded guilty to an offense involving fraud, corruption or moral turpitude, nor been the subject of a suspension or debarment by any government agency (other than as disclosed to Accenture in writing in connection with this Certification)]. [FOR SMALL /NON-PUBLIC COMPANIES]: Neither [BUSINESS INTERMEDIARY], nor any of its directors, officers, employees or agents has been convicted of or pleaded guilty to an offense involving fraud, corruption, or moral turpitude, nor has Business Intermediary or any such person been listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs (other than as disclosed to Accenture in writing in connection with this Certification). [FOR LARGE /PUBLIC COMPANIES: None of Business Intermediary’s employees who have been or will be performing services for Accenture have been convicted of or pleaded guilty to an offense involving fraud, corruption, or moral turpitude, nor has any such person been listed by any government agency or public international organization as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs (other than as disclosed to Accenture in writing in connection with this Certification)];

7. 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 Business Intermediary’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;

8. Business Intermediary will act in a manner consistent with the ethical and professional standards and conduct of Accenture as described in the Accenture Supplier Standards of Conduct which can be found at www.Accenture.com/SupplierStandardsOfConduct, including promptly reporting unlawful, fraudulent or unethical conduct. Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards and conduct. 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>;

9. Will renew this Certification on an annual basis or as otherwise directed by Accenture; and,

10. Agrees that in the event that Accenture has a good faith belief that there has been a breach of this Certification, Accenture may terminate its Agreement with Business Intermediary immediately upon written notice and without penalty, and agrees to indemnify and hold Accenture harmless against any and all claims, losses, or damages or liabilities arising from or related to a breach of this Certification.

Definition of “Public Official”

For purposes of this Certification, a “Public Official” is:

- i. any officer or employee of a government or any department, agency, or instrumentality of a government;
 - ii. an officer or employee of a public international organization such as the United Nations or the World Bank;
 - iii. an individual acting in an official capacity for or on behalf of a government agency, department, instrumentality, or public international organization;
 - iv. any officer or employee of a company owned or controlled wholly or partially by a government;
- or,
- v. a member of a royal family who may lack formal authority but who may otherwise be influential, including by owning or managing foreign state-owned or state-controlled companies.

SCHEDULE A

COMPLIANCE ACKNOWLEDGEMENT AND CERTIFICATION

U.S. FOREIGN CORRUPT PRACTICES ACT AND INTERNATIONAL

ANTICORRUPTION COMPLIANCE ACKNOWLEDGEMENT AND CERTIFICATION

The undersigned [BUSINESS INTERMEDIARY] (“Business Intermediary”), 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 or retain business for the benefit of Accenture or Business Intermediary, or to secure any other improper advantage for Accenture or Business Intermediary;

2. Has kept and continues to keep accurate financial records that timely, completely, precisely, fairly, and accurately reflect all financial transactions of Business Intermediary, 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 in connection with the Deliverables, 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;

The definition of "Public Official" includes former officials in cases where the individual has left the office but retains influence and the ability to affect procurement decisions or other decisions that might affect Accenture's business.

Signature
Date

[Insert Name of Accenture Company signing the SOW], [INSERT LOCAL REGISTERED OFFICE ADDRESS OF ACCENTURE], Tax Code - n. VAT number, registration in the Register of Companies n. [●], REA of [●] no. [●], paid-up share capital [●], [IF APPLICABLE: subject to management and coordination of [INSERT THE SOCIAL REASON OF THE ACCENTURE ENTITY WHICH CONTROLS], represented by [●], in his-her capacity of [●] ("Accenture")

and

[Insert Supplier's Company Name], [INSERT SUPPLIER'S REGISTERED OFFICE ADDRESS], Tax Code - n. VAT number, registration in the Register of Companies n. [●], REA of [●] no. [●], paid-up share capital [●], [IF APPLICABLE: subject to management and coordination of [INSERT THE COMPANY'S REASON OF THE CONTROL ENTITY], represented by [●], in his-her capacity of [●] ("Supplier")

SCOPE OF SERVICES:

The Supplier undertakes to provide the following services ("Services") to Accenture:

[To be completed with the description of the Services, the detailed list of any additional Service and the specification of any other obligation that the Supplier must comply with]

The Services will be provided starting from [] and will end on []

SELECT ONE OF TWO OPTIONS:

- OPTION 1 In case of applicability of sec. 26:

Pursuant to Sec. 26 paragraph 8 bis of Legislative Decree no. 81 of April 9, 2008, as amended and integrated, the Supplier hereby declares that its personnel performing the function of supervisor are as follows: [name(s)].

- OPTION 2 In case of non-applicability of Sec. 26:

The Parties acknowledge that, given the characteristics of the Services covered by this SOW and of the places where the Services are performed, Sec. 26 of Legislative Decree no. 81 of April 9, 2008, as amended and integrated, does not apply, with the consequent non-applicability of the obligations to identify the persons in charge (c. 8 bis).

Supplier applies/will apply the National Collective Labour Agreement [●] to the Personnel assigned to the Services, confirming that this is the Collective Labour Agreement of the industry [●], pursuant to sec. 29 of Legislative Decree 276/2003.

TERM:

This SOW shall be effective as of the date of [] and it shall terminate on []

ADDITIONAL OBLIGATIONS OF THE SUPPLIER:

With reference to the Services, the Supplier undertakes to guarantee the achievement of the following objectives:

[insert measurement of the impact of the Service (ROI)].

Without prejudice to the right of termination of the SOW by Accenture pursuant to sec. 8 of the Agreement, in the event of violation of this warranty, the Parties may agree in good faith to a reduction of the Consideration to be determined in proportion to the achievement of the aforementioned objectives. It is understood that where Accenture has already paid the Consideration in excess of the agreed reduction, the Supplier will be required to immediately return the excess in relation to the agreed reduction.

SERVICES' ACCEPTANCE:

In order to proceed with the invoicing of the Consideration, Supplier shall be required to obtain the acceptance of the Services by the designated Accenture responsible person (<insert name Accenture poc>) ("Accenture Services Manager"), as confirmation that the Services have been duly performed in accordance with the activities described under the Agreement, the SOW and the order.

Within thirty (30) days from completion of the Services intended to be invoiced, Supplier shall submit the goods/services performance report (the "Report"), using the template set out in Annex B.1 to the SOW, requesting the approval of the Accenture Services Manager. Within thirty (30) days from receipt of the Report, the Accenture Services Manager shall confirm (including by e-mail) the correct performance of the Services or, if necessary, request an integration thereof together with the related execution timelines. In such case, the Supplier shall subsequently amend and resubmit the updated Report.

In the absence of any feedback from the Accenture Services Manager within the aforementioned timelines, the Services shall be deemed accepted by Accenture.

CONSIDERATION:

OPTION A (SELECT WHEN YOU KNOW THE EXACT AMOUNT OF THE DUE FEE):

Schedule B

Statement of Work (SOW)

Agreement entered into between [Insert Name Accenture Company signing the Master Template] and [Insert Company Name of Supplier], effective as of [Insert Effective Date]

Except as specifically set forth in this Statement of Work ("SOW"), the provisions set forth in the agreement between [Insert Name of Accenture Company signing Template Master] and [Insert Company Name of Supplier] dated as of [insert Effective Date] ("Agreement") are incorporated herein by reference and are effective as between the Parties, to the extent applicable. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

The Supplier therefore acknowledges that:

- the provision of the Services under this SOW is governed by the Agreement and that in the event of any conflict between the provisions hereof and the Agreement, the former shall prevail;
- this SOW, together with the Agreement, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior undertakings, agreements, promises, proposals, representations, obligations, letters of intent, correspondence, communications from or between the Parties, whether oral or written, which may in any way relate to the subject matter of the Services included in this SOW.

Pursuant to Section 1.3 of the Agreement, this SOW is entered into between

The consideration to be paid by Accenture for the provision of the aforementioned Services will be equal to Euro [] (insert figure in letters and specify VAT).

The Parties agree that the Consideration will be invoiced by the Supplier to Accenture with the following methods and timing [indicate what has been agreed with the counterparty regarding the billing plan]

OPTION B (SELECT WHEN YOU DO NOT KNOW THE EXACT AMOUNT OF THE FEE DUE, BUT YOU ONLY KNOW THE RATES APPLIED BY THE SUPPLIER)

The consideration recognized by Accenture for the provision of the aforementioned Services will be determined by the following rates:

DESCRIPTION OF GOODS/SERVICES	FEE FOR EACH UNIT (SPECIFY WHETHER VAT IS INCLUDED OR NOT)

The Services covered by this SOW may be purchased by Accenture, for the entire duration of the SOW, up to the maximum amount of Euro xxx, xx (xxx / euro), depending on the Services requested. It is also understood between the Parties that signing this SOW does not entail any minimum expense obligation for Accenture.

COMMUNICATIONS AND NOTIFICATIONS:

Any communication required or permitted by the provisions of the Agreement or by the SOW must be made in writing, by email or by registered letter with return receipt at the following addresses:

If addressed to Accenture:

[Enter Name of Accenture Entity]

[•]

Tel. : + [•]

E-mail: [•]

To the c.a. of [•]

If addressed to the Supplier:

[•]

Tel. : + [•]

E-mail: [•]

To the c.a. of [•]

or, at the different address or e-mail that each Party may communicate to the other after the date signature of this SOW in accordance with the previous provisions. It is understood by the Parties that at the addresses indicated above, or at the different addresses that may be communicated in the future, the Parties elect their domicile for any purpose relating to this SOW.

BENCHMARKING:

Accenture may use the Supplier's data and information, including, by way of example, prices and other information provided to Accenture in relation to this SOW ("Information"), in providing services to its customers and in developing reports, statistical analysis and market analysis (collectively, "Market Studies") for its customers, provided that these Market Studies contain only aggregated, anonymous data and do not identify the name of the Supplier.

Accenture will process Market Studies only in areas where it has sufficient volumes of data to process market analysis, price trends, or relationships between price, volume and service requirements in such a way that no data from each individual Supplier is identifiable. The Parties acknowledge and agree that Accenture personnel involved in procurement activities will have access to the Information contained in the offers, proposals, sales orders and other similar documents exchanged between the Parties.

Read, confirmed and signed

Milan, xxx

For [Insert Name of Accenture Legal Entity]

Signed By:

Title:

For [Insert Legal Name of Supplier]

Signed By:

Title:

ANNEX B.1 TO THE SOW

Goods/Services Performance Report TEMPLATE

Supplier	[xxx]
Agreement reference	[xxx]

Details of the Goods/Services performed during:

[insert period]

Description of Goods/Services	Delivery Period/Completion Date	Amount (€, VAT excluded)
1.		
2.		
3.		
4.		
5.		
TOTAL AMOUNT		xxxx

Supplier Name	Services Manager	[xxx]
Title	[xxx]	
Date	[dd/mm/yyyy]	
Signature		

**SCHEDULE C
DATA PRIVACY PROVISIONS**

**SCHEDULE D
INFORMATION SECURITY REQUIREMENTS**

