AGREEMENT FOR SUPPLY OF GOODS AND SERVICES (Sample)

This agreement ("Agreement") for the supply of goods and/or services ("Deliverables") is entered into as of August xx 2024 (the "**Effective Date**") between Accenture Japan Ltd, a company having its registered office at 1-8-1 Akasaka, Minato-ku, Tokyo 107-8672, Japan ("**Accenture**"), and selected App vendor xxxx(Address xxx), with head office in xxx ("**Supplier"). ** Supplier and/or Accenture may be referred to as a "Party" or "Parties" in this Agreement.

1. Goods and Services to be provided by Supplier.

1.1 The Deliverables and the Services to be provided by Supplier consist of:

1.1.1 Services

The service agreement shall be based on the contact between Accenture Japan Ltd and Japan International Cooperation Agency (JICA), contact number xxxxxxxx. If the Pilot Activity outcome indicated in the report is considered successful by JICA and the government of Bhutan, there is possibility that a full scale development shall be offered to the Supplier as future contract.

(1) Output

The output will be written activity report, format defined by Accenture and attached as Appendix x. This is based on JICA and Accenture contract, on "Article #6, #16 Utilization of local resources" stating that,

> the results sought through the **re-consignment will be a written activity report by a designated format that will be discussed and agreed upon between JICA and Accenture**.

(2) Responsibilities

The Supplier assumes full responsibility for the management, completion and result of the application of PoC phase. In no event shall Accenture be held liable for any of the responsibility belonging to Supplier.

The Supplier shall report its activities to Accenture in writing. Accenture will determine and send the report to JICA and the government of Bhutan, whenever necessary.

This is based on JICA and Accenture contract, on "Article #6, #16 Utilization of local resources" stating that,

> In any case, the Accenture shall not assume the responsibility for management and completion of the Applications.
>
> In addition, Accenture and the subcontractor shall proceed with the review progress and output image of the subcontractor regarding, the system development including mobile apps, etc. as appropriate. As for the work related to the intermediate products and the deliverables of the subcontractor, Accenture should include JICA to the receiving parties of the deliverables. In addition, it shall be provided and shared to JICA and government of Bhutan.

(3) Content

Accenture requested Supplier to collaborate in creating a Bhutan Healthcare Mobile Application to collect health data.

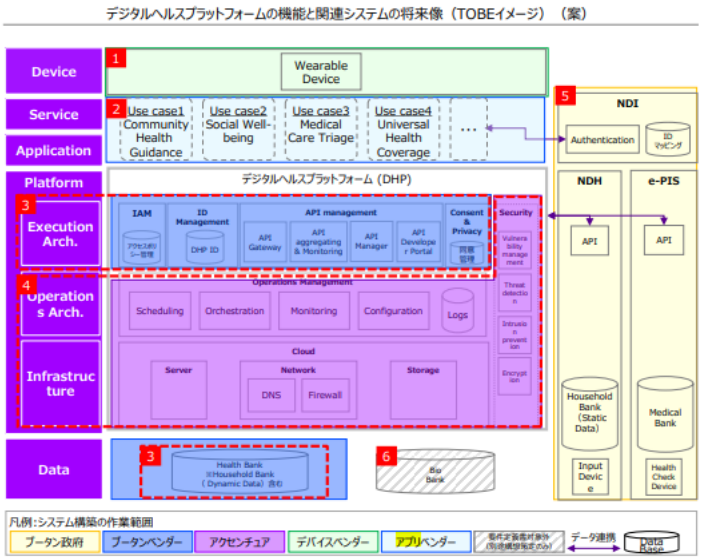
This is based on JICA and Accenture contract, on “Article #7, #3. Activities Related to Results” stating that

3.1. Partial trial development of the health data linkage infrastructure

(1) Device vendors and Bhutan Healthcare mobile application vendors

For "1" and "2" in Chart 3, see "3.7. Double Demonstration of the Function of the Health Data Collaboration Infrastructure." This refers to the apps and systems required to implement the pilot activities described in "Implementation of pilot activities for use cases."

These are assumed to be local devices and app vendors.



3.2. For the identification of multiple use cases related to the functional demonstration of the health data linkage infrastructure (applications, etc.)

Assume data collection and storage areas, data analysis and utilization, etc. utilized)

The use-case to be placed as an assumption for trial development and functional demonstration will be considered.

In the examination, proposed the use case of 5-10, and ① it is a story in which improvement of well-being and health can be imagined in the general situation for Bhutan people, ② there are points where improvement can be experienced through data utilization, and ③ technical aspects in carrying out the mobile application and data analysis.

Establish criteria, such as a validation point for eliminating operational issues and barriers and identify the use cases in 2-3 in consultation with the Government of Bhutan and JICA.

1.1.2 Deliverables

Deliverables consist of Interim Deliverables and Final Deliverables, each described below.

Interim -Deliverables

Number	Activities	Deliverables	Due Date
1	To create prototype of Application (wearable device connectable)	• Bhutan Healthcare Mobile Application for use-case A, B, C **Note: Based on agreement between JICA, Bhutan Government, Accenture and Supplier This Ownership and use rights transferred to the Government of Bhutan** • **This Intellectual property (IP) will remain to Supplier Details on section 4.1** (Note "Interim – Deliverable (Application)", and the rights, such as ownership, copyrights, and use rights of transfer to the Bhutan government will be discussed during contract phase. This part will be erased for the actual contract but please)	December 2024

Final Deliverables

- Submission Date: Complete submission of all deliverables at latest by the dates specified in the table below
-

Number	Activities	Deliverables	Due Date
2	To create report on • result of App PoC	• "Pilot Activity Report"(final)	September 2025

- Format: Appendix xx

1.2 **Performance**. 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 this Agreement or agreed upon by the Parties in writing. Supplier warrants that if any Deliverable(s) fails to meet any such specifications or requirements or is otherwise nonconforming, Supplier will, at its own cost and expense and within 30 days of its receipt of written notice of such failure, either correct such deficiency or provide a plan acceptable to Accenture for correcting such deficiency. If such deficiency is not corrected within such 30-day

period or a corrective plan is not accepted by Accenture, Accenture will have the option to require Supplier to: (i) provide a full refund; or (ii) promptly replace or reperform the Deliverable(s) at no charge. All Deliverables will be subject to an inspection and acceptance by Accenture, even if the Parties have not included any specifications or requirements regarding the Deliverables in this Agreement. Supplier warrants to Accenture that no Deliverables will infringe any patent, trademark, copyright or any other intellectual property right.

1.3 **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 to Accenture in accordance with any delivery instructions provided by Accenture and the acceptance inspection is completed by Accenture. Supplier is the importer and exporter of record. Supplier agrees to promptly provide free replacement of goods lost or damaged in transit, at no additional charge. In the event Supplier does not provide the Deliverables by the date requested by Accenture, Accenture may terminate this Agreement as provided below in this Agreement. When performing any services at the premises of Accenture or an Accenture client, Supplier will comply with the workplace and security procedures as well as the occupational health and safety standards provided by Accenture.

2. **Payment, Invoicing and Taxes**.

2.1 All amounts payable under this Agreement will be made in Japanese yen or the other currency specified in this agreement. Supplier will provide the Deliverables and the Services in accordance with the payment terms set forth in the Agreement.

Payment Schedule

Deliverables	Payment date	Installment %	Amount
Submission of final report “Pilot Activity Report”	September 2025	100%	
Total			

In full consideration for the complete and satisfactory performance of the Deliverables and the Services under this Agreement, Accenture shall pay the supplier a contract price of up-to / not-to-exceed USD xxx amount which includes service fee and the expense for the purchase of specifically agreed necessary items to collect digital data and provide the Deliverables.

2.2 Supplier is entitled to invoice Accenture after the acceptance by Accenture has taken place in accordance with Section 1.3 above. Invoices will be addressed to the relevant department of Accenture. All invoices submitted to Accenture must include adequate documentation, including, as applicable: (i) a statement that the Deliverables comply with the provisions of this Agreement; (ii) an explanation of the Deliverables provided during the period covered by the invoice, including the applicable purchase order number, invoice number, invoice date, name of the Accenture requestor, description of the Deliverables and the corresponding price; and (iii) if expense reimbursement is provided for in this Agreement in relation to Supplier’s services, itemized expenses with receipts or other documentation if a receipt is unavailable.

2.3 Accenture will make payment in accordance with this Agreement. Payment will be made at the end of the next month after the invoice is issued or in case the Subcontractors Act applies, within sixty (60) days after the delivery. Payment of an invoice (in whole or in part) will not be deemed acceptance of any Deliverables. Accenture is entitled to postpone and/or offset payment to the extent permitted by applicable laws if the Supplier owes Accenture money for any reason or if Accenture disputes the amount due in good faith.

2.4 During the term of this Agreement and for a period of 3 years thereafter, Accenture will have the right, at its expense, to audit the books and records of Supplier related to Supplier’s activities under this Agreement.

2.5 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 the Deliverables provided under this Agreement, excluding taxes based solely on Supplier's income or property. Accenture will pay such tax(es) in addition to the sums due under this 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.

3. **Confidentiality**.

3.1 **Definition**. During their performance under this Agreement, each party may have access to information (in any form) that relates to the other's past, present, and future research, development, business activities, products, services, and technical knowledge, and which is identified by the disclosing Party as confidential or which would reasonably be understood to be confidential under the circumstances ("Confidential Information"). Information of or relating to Accenture's clients will also be deemed to be Confidential Information of Accenture.

3.2 **Use**. A Party may use or make copies of the Confidential Information of the other Party only to the extent reasonably necessary for purposes of this Agreement.

3.3 **Protection**. Each Party will protect the confidentiality of the confidential information of the other in the same manner that it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care. Each Party will restrict access to the Confidential Information to those of its personnel (including such personnel employed by its affiliates) and subcontractors engaged in the delivery, performance, management, receipt or use of the Deliverables under this Agreement, and in any event such parties shall be bound by obligations of confidentiality substantially similar to the terms of this Agreement.

3.4 **Return**. Each Party will return or destroy the other Party's Confidential Information in its possession upon request by the other Party, unless otherwise allowed to retain such Confidential Information. Each Party may retain copies of the other Party's Confidential Information required for compliance with its recordkeeping or quality assurance requirements (subject to the terms of this Agreement).

3.5 **Exceptions**. Nothing in this Agreement will prohibit or limit a Party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (a) previously known to it without an obligation not to disclose such information, (b) independently developed by or for it without use of the other Party's Confidential Information, (c) acquired by it from a third party which is not, to the receiver's knowledge, under an obligation not to disclose such information, or (d) which is or becomes publicly available through no breach of this Agreement.

3.6 **Compelled Disclosure**. If the receiving Party is required by law to disclose any Confidential Information of the other Party in connection with a legal proceeding, it will, to the extent legally permissible, promptly notify the other Party of such requirement and reasonably cooperate with the other Party in opposing such disclosure. To the extent the legal requirement to disclose is not successfully challenged by the other Party, the receiving Party may then comply with such requirement to the extent required by law.

3.7 **Publicity.** Supplier will not make any reference to this Agreement, its terms, business information, or use Accenture's name, logo or trademark in any public announcements, promotions or in any other fashion visible outside its organization without Accenture's prior written consent.

3.8 **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 client, Supplier will comply with any additional provisions in Schedule A. Also, Supplier will comply with any information security requirements set forth in Schedule B.

4. **OWNERSHIP & USE OF DELIVERABLES & INTELLECTUAL PROPERTY RIGHTS**.

4.1 Supplier hereby assigns and grants to Accenture all rights and licenses necessary for Accenture to access and use the Deliverables and to exercise the rights granted under this Agreement, and pass-through the same to its Affiliates, designated users, clients and business partners, and as further described below .

(a) **Interim Deliverables**. Ownership, title and rights to the tangible materials of Interim Deliverables shall vest in Accenture (including without limitation Accenture's Affiliates, designated users, clients and business partners; same applies to this section.) upon Supplier's delivery of the Interim Deliverables to Accenture. Supplier hereby grants to Accenture an irrevocable, non-exclusive, worldwide, perpetual and fully paid-up right and license to use and modify the Interim Deliverables and the intellectual property rights therein to the extent necessary for Accenture to use the Interim Deliverables. Supplier agrees that its use and modification of the Interim Deliverables shall only be for purposes of this Agreement.

(Note "Interim – Deliverable (Application)", and the rights, such as ownership, copyrights, and use rights of transfer to the Bhutan government will be discussed during contract phase. This part will be erased for the actual contract but please)

(b) **Final Deliverables**. Except with respect to any proprietary materials, programs, and documentation provided by Supplier or its suppliers and in existence prior to the Deliverables being provided under the Agreement ("Supplier Pre-Existing Materials"), all ownership, right, title and interest in the Final Deliverables, including all intellectual property rights including rights under Article 27 (rights of translation, adaptation, etc.) and Article 28 (Right of the original author in the exploitation of a derivative work) of the Copyright Act of Japan (Act No. 48 of 1970), will be the exclusive property of Accenture, to the extent permitted by applicable law. If such intellectual property rights are held by Supplier's personnel, Supplier shall make sure that all intellectual property rights are transferred to Supplier from Supplier's personnel, and Supplier shall transfer the intellectual property rights to Accenture. Supplier hereby assigns to Accenture ownership of all right, title and interest in the Final Deliverables (excluding Supplier Pre-Existing Materials) and waives any moral rights therein. Supplier hereby grants to Accenture an irrevocable, non-exclusive, worldwide, perpetual and fully paid-up right and license to use and modify the Supplier Pre-Existing Materials to the extent necessary for Accenture to use the Final Deliverables.

4.2 For clarity, ownership and rights to all proprietary materials, programs and documentation provided by Accenture to Supplier and in existence prior to Deliverables being delivered under this Agreement shall be retained by Accenture.

4.3 Supplier Pre-Existing Materials or open source software will not be incorporated into any Deliverable without Accenture's prior written approval.

4.4 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.

4.5 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 this Agreement; (ii) modify the Deliverable so it is non-infringing and in compliance with this Agreement; (iii) replace the Deliverable with a non-infringing one that complies with this Agreement; or (iv) accept the return or cancellation of the infringing Deliverable and refund any amount paid.

5. **Compliance with Laws**.

5.1 Each Party represents and warrants that it is aware of, understands, has complied with, and will comply with, all laws applicable to it in the performance of this Agreement, in effect on or that become effective after the Effective Date, 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 laws; (ii) data privacy laws, regulations and regulatory guidance, such as the EU's General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR"); (iii) export/import and economic sanctions laws ("Trade Control Laws"); (iv) immigration, labor and employment laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws, and all contract clauses required by such laws are incorporated by reference. Supplier will not provide any Deliverables to Accenture that would cause a violation of any such laws.

5.2 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 this 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 this Agreement.

5.3 Supplier will promptly notify Accenture of its violation of any applicable laws in its performance of this Agreement.

6. **Liability and Insurance**.

6.1 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 Supplier for all claims exceed the total price payable by Accenture to Supplier under this Agreement. Supplier shall be liable

for the compensation of damages in the event Supplier, its employees, subcontractors or suppliers cause damages to Accenture or in connection with breach of this Agreement. In addition, in the event Accenture receives any claims from third parties or expends costs (including attorneys' fees) in connection with the Deliverables, Supplier shall compensate the damages or indemnify the costs.

6.2 Supplier will obtain and maintain all applicable and appropriate insurance coverage (such as business, workers' injury, motor vehicle, errors and omissions, professional & commercial general and liability insurance) in an amount sufficient to cover Supplier's obligations in this Agreement. If Supplier will have any access to personal data under this Agreement, such insurance will include cyber liability (data privacy) coverage.

7. **Assignment and Subcontracting**.

7.1 Supplier is engaged as an independent contractor. Nothing in this 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. Supplier will remove Personnel from any assignment under this Agreement, for any lawful reason at Accenture's sole and reasonable discretion.

7.2 Supplier will not assign, transfer or subcontract this 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. In any event Supplier will remain solely responsible for any and all acts, errors or omissions of its subcontractors (including its sub-processors).

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

8. **Supplier Standards of Conduct.**

Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier will act in a manner consistent with the ethical and professional standards of Accenture as described in the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of these standards can be found at accenture.com/us-en/company-ethics-code.

9. **Term and Termination.**

9.1 This Agreement comes into force from [Date Tentative].

9.2 Either Party may, upon giving thirty (30) days' prior written notice via email identifying specifically the basis for such notice, terminate this Agreement for breach of a material provision of this Agreement by the other Party, provided the other Party will not have cured such breach within the thirty (30) day period. For avoidance of doubt, failure by Accenture to make timely payment(s) to Supplier in accordance with the provisions of this Agreement will be deemed a

breach of a material provision. Accenture may terminate this Agreement for its convenience (for any or no reason) upon thirty (30) days prior written notice via email to Supplier.

9.3 Upon termination of this Agreement, Supplier will deliver to Accenture all work in process, drafts and other materials developed in connection with the Deliverables, and any other materials, documentation or information necessary for Accenture to complete, or have completed, the work to be performed hereunder by Supplier. All provisions of this Agreement which by their nature are intended to survive the expiration or termination of this Agreement, including but not limited to Sections 3, 4, 5, 6, 8, 9, 10 and 11, will survive such expiration or termination.

10. **Governing Law and Disputes**.

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

10.2 The Agreement and any dispute or matter arising under it will be governed by the laws of Japan, without giving effect to conflict of laws rules. Subject to Section 10.1, the Tokyo District Court will have exclusive jurisdiction for the first instance. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

11. **Miscellaneous**.

11.1 This Agreement sets forth the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written. The Parties agree that any click-through, online or other terms or licenses accompanying any Deliverables are null and void and will not bind Accenture.

11.2 Any changes to this Agreement will be valid and binding only if such changes are set forth in a written agreement signed by Supplier and Accenture. If any part of this 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.

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

11.4 In connection with this Agreement, Supplier shall not engage in any efforts intended to influence the policies, laws or regulations of any government entity. Any such efforts by Supplier, as described in the preceding sentence, will be deemed a material breach of this Agreement.

11.5 The Parties agree that Affiliates of Accenture located in the same country as Accenture shall also be entitled to place orders under this Agreement directly to the Supplier. Any such order by an Affiliate shall be deemed to be a separate agreement between the Affiliate and the Supplier but shall be governed by the terms & conditions and pricing in this Agreement. An

“Affiliate” means any entity, whether incorporated or not, that 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" means the ability, whether directly or indirectly, to direct the management and policies of another entity by means of ownership, contract or otherwise.

11.6 **Incorporation of Schedules.** The following Schedules are incorporated into this Agreement, and each reference to the “Agreement” shall include the following:

Schedule A – Data Privacy Provisions

In the event of any conflict among the terms of this Agreement, the following order of precedence will apply: (i) the schedules, such as Schedule A and Schedule B, (ii) this document and any other documents signed by both Parties; and (iii) any other documents expressly incorporated by reference into this Agreement but not signed by both Parties.

11.7 Electronic Signatures. The Parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

12. **Others**.

12.1 Supplier represents, warrants and covenants to ensure that it, its parent, subsidiaries, affiliated companies and those employees and shareholders with 50% or more of the voting rights (collectively, “Related Parties”) do not or shall not in the future fall under the following categories (collectively, “Anti-Social Forces”): (i) an organized crime group, (ii) a member of an organized crime group, (iii) a quasi-member of an organized crime group, (iv) a related company or association of an organized crime group, (v) a corporate racketeer, or (vi) other equivalent groups of the above.

12.2 Supplier represents, warrants and covenants to ensure that the Related Parties themselves or through the use of third parties have never conducted or will not conduct in the future any of the following actions: (i) a demand with violence, (ii) an unreasonable demand beyond the legal responsibility, (iii) use of intimidating words or actions in relation to transactions, (iv) an action to defame the reputation or interfere with the business of Accenture or any of its Affiliates by spreading rumors, using fraudulent means or resorting to force, or (v) other equivalent actions of the above.

12.3 In case Accenture determines that it is not appropriate to maintain business transactions with Supplier after becoming aware that the representations and warranties in Sections 12.1 and 12.2 are not or were not true or that Supplier breached the covenants in Sections 12.1 and 12.2, Accenture may terminate the Agreement immediately and without any responsibilities in relation to any damages incurred by Supplier due to the termination.

12.4 For the purpose of securing safety and other risk management regarding Accenture’s business and workplace environment, prior to starting the work, and to the extent of not violating

any laws, Supplier shall conduct, at Supplier's cost and in the way designated by Accenture, a background check ("Background Check"), fulfilling the criteria Accenture sets forth separately, on the person that Supplier appointed to perform the services. Supplier shall report the results of its Background Check to Accenture, upon a request by Accenture. Supplier guarantees to Accenture that only the person who passes the Background Check will be engaged in the work.

Accepted and Agreed to by the Parties:

[Vendor Organization Name]	**Accenture Japan Ltd**
By:_____ (Authorized Signature)	By:_____ (Authorized Signature)
Name:_____ (Printed or Typed)	Name:_____ (Printed or Typed)
Title:_____ (Printed or Typed)	Title:_____ (Printed or Typed)
Date:_____	Date:_____

DATA PRIVACY SCHEDULE (Sample)

SCHEDULE A – DATA PRIVACY PROVISIONS (Sample)

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

1. DEFINITIONS

"Accenture Personal Data" means Personal Data owned, licensed, or otherwise controlled or Processed by Accenture or by Accenture's Affiliates (including Personal Data Processed by Accenture or by Accenture's Affiliates on behalf of Accenture's clients).

"Business Contact Information" means any Personal Data that is used for the purpose of communicating, or facilitating communication, with an individual in relation to their employment, business or profession, such as their name, position name/title, work address, work phone number, work fax number or work e-mail.

"Data Privacy Laws" means all applicable laws, regulations and regulatory guidance in relation to the Processing or protection of Personal Data, as amended from time-to-time.

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

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

2. NO PROVIDER ACCESS TO ACCENTURE PERSONAL DATA

Except as provided in Section 3, Provider shall not access, nor seek access to (including seeking to acquire the means to access), Accenture Personal Data. Except as provided in Section 3, if Provider accesses, or has access to, or acquires the means to access, Accenture Personal Data, then Provider shall: (i) promptly notify Accenture that this is the case; and (ii) avoid further accessing or Processing, or seeking to further access or Process, such Accenture Personal Data; and (iii) promptly and securely return all such Accenture Personal Data to Accenture. Provider shall obligate its sub-contractors and sub-processors to comply with the terms of this Data Privacy Schedule.

3. BUSINESS RELATIONSHIP DATA

Either Party may receive Business Contact Information of the other Party, as part of maintaining its business relationship under the Agreement. Provider (and its sub-contractors and/or sub-processors) will Process Accenture's Business Contact Information in accordance with this Agreement and Data Privacy Laws. Personal Data may also be obtained by Accenture indirectly through internal security systems or other means. Accenture will Process Provider's Personal

Data for purposes related to the Agreement and for relevant purposes under Accenture's global Data Privacy Policy (a copy of which will be made available by Accenture to Provider upon request) and the Accenture Privacy Statement at www.accenture.com/us-en/privacy-policy. For such purposes, Accenture may transfer the applicable Personal Data to any country where Accenture's global organization, its clients and its suppliers operate. If required by Data Privacy Laws, Accenture and Provider agree to sign any additional agreement or amendment that may be required to allow the transfer of such Personal Data outside its jurisdiction of origin.

SCHEDULE B (Sample)

This information security schedule, including any attachment hereto, ("Information Security Schedule") is subject to the terms and conditions of the Agreement. For the purposes of this Information Security Schedule, "Provider" shall mean [INSERT NAME USED IN THE AGREEMENT FOR SUPPLIER/VENDOR] and its third-party providers/suppliers/agents and subcontractors, and "Accenture" shall mean [INSERT NAME USED FOR ACCENTURE CONTRACTING ENTITY IN THE AGREEMENT]. Terms not defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between the Agreement and this Information Security Schedule, this Information Security Schedule shall prevail.

1. INFORMATION SECURITY REQUIREMENTS

1.1 Where Provider knows, or reasonably suspects, an accidental or unauthorized loss, destruction, acquisition, disclosure, access, manipulation, use or other form of compromise of Accenture Data (a "**Security Incident**") has occurred, Provider will notify Accenture's point of contact in writing promptly, and in any event within forty-eight (48) hours, or as prescribed by laws/regulations, following such discovery and cooperate with Accenture in any breach investigation or remediation efforts. If Accenture notifies Provider of a security vulnerability or incident that is identified by Accenture or a third-party to Accenture, Provider will, in good faith, address the security vulnerability or incident as required in this Information Security Schedule and the Accenture Information Security Requirements (found at https://www.accenture.com/us-en/about/legal/information-security-supplier-security-requirements). For the purposes of this Information Security Schedule: (i) **"Accenture Data"** shall mean Buyer data or have the meaning set forth in the Agreement, or if no term is defined, then **"Accenture Data"** shall mean all information or data collected, stored, processed, received and/or generated by Provider in connection with providing the applicable Provider Services to Accenture and (ii) **"Provider Services"** shall mean the Technology and the Professional Services or have the meaning set forth in the Agreement and also includes any other services provided by the Provider under the Agreement, and shall include any software and equipment provided by Provider (including third party software and equipment) required to access the Provider Services or provide the Provider Services.

1.2 Provider represents and warrants that it shall implement appropriate technical and organizational security measures, based on current Industry Standards. **"Industry Standards"** means commercially reasonable security measures in all applicable equipment, software systems, services and platforms that Provider uses to access, process and/or store Accenture Data, that are designed to ensure the security, integrity, and confidentiality of Accenture Data, and to protect against any Security Incident(s) or any other unauthorized disclosure of Accenture Data, including those safeguards, practices and procedures prescribed **in at least one of the following**:

(i) ISO / IEC 27000-series – see https://www.iso.org/isoiec-27001-information-security.html; and/or

(ii) COBIT 5 – http://www.isaca.org/cobit/; and/or
(iii) Cyber Security Framework – see http://www.nist.gov/cyberframework/; and/or
(iv) Secure Software Development Framework – see https://csrc.nist.gov/publications/detail/sp/800-218/final; and/or
(v) Center for Internet Security Controls – see https://www.cisecurity.org/; and/or
(vi) When credit card data is stored, access, viewed or processed: Payment Card Industry Data Security Standards (**"PCI DSS"**) – see http://www.pcisecuritystandards.org/; and/or
(vii) When "Protected Health Information" is stored, accessed, viewed, or processed: Health Insurance and Portability Accountability Act (**"HIPAA"**)**:** http://www.hhs.gov/hipaa/.

Further, Provider represents and warrants it will comply with applicable laws and regulatory requirements to ensure that Accenture Data is not destroyed (except as expressly permitted under this Agreement), lost, altered corrupted or otherwise impacted such that it is not readily usable. Upon Accenture's request, Accenture Data shall be immediately provided or otherwise made accessible to Accenture by Provider, either, at Accenture's option, using the Provider Services or in an Industry Standard format specified by Accenture.

Provider also represents and warrants that it currently has, and shall maintain in effect, for the term of the Agreement and all Orders, the security methods, practices, and other related requirements stated in this Information Security Schedule as may be reasonably modified from time-to-time by Accenture upon notice to Provider.

1.3 Illicit Code. Except for the functions and features expressly disclosed in Provider's documentation provided or made available to Accenture, Provider represents and warrants that the Provider Services, deliverables, and software and equipment that process, store or transmit Accenture Data do not and will not knowingly contain any malicious code, including, but not limited to, viruses, malware, worms, malicious backdoors, date/time bombs, ransomware, spyware, rogue software, trojan horses or any disabling code.

1.4 Security of All Software Components. Provider agrees to appropriately inventory (aka, Software Bill of Materials) all software components (including, but not limited to, open-source software) used in the Provider Services, software, equipment and/or deliverables. Provider will assess whether any such software components have any security defects and/or vulnerabilities that could lead to a Security Incident. Provider shall perform such assessment and remediate identified security defects or vulnerabilities prior to delivery of, or providing access to, such software components to Accenture and on an on-going basis thereafter during the term of the Agreement and any Orders and Statements of Work under the Agreement. Provider further agrees not to disclose the existence of this Agreement, nor any Accenture Data or intellectual property of Accenture, in connection with any remediation efforts (including, for example, contribution of code to an open-source software project).

1.5 Source Code Protection. Provider shall protect source code from various security risks, including outsider and insider threats. Provider will implement a layered security approach such as, but not limited to a) defining a set of rules, requirements, and procedures for handling and protecting code, b) use source code security analysis tools, such as Static Application Security Testing (SAST), to detect security flaws and other issues during development, c) define who is allowed to access source code, codebase and source code repositories, d) encrypt confidential and sensitive data both in transit and at rest, e) implement network security solutions such as

firewalls, Virtual Private Networks (VPN), anti-virus, and anti-malware software as basic protections, f) secure the endpoints or entry points of end-user applications with endpoint security software, and g) ensure that all concepts and inventions related to software are protected by copyright law and necessary patents.

1.6 Resiliency. During the term of the Agreement and all Orders and Statements of Work under the Agreement, Provider shall maintain a high availability ("HA") solution and related plan that is consistent with Industry Standards for the Provider Services being provided. The HA solution is required to have a highly available technical architecture across all the application tiers (e.g., Web, application, database, etc.) with nodes deployed across different physical data centers (e.g., across AWS Availability Zones) with no more than one (1) hour of recovery time and data loss. If an HA solution is not able to be deployed, Provider shall maintain a disaster recovery ("DR") solution and related plan that is consistent with Industry Standards for the Provider Services being provided. The DR solution will ensure identified critical capabilities are restored within a twenty-four (24)-hour period with no more than twelve (12) hours of data loss in the event of a declared disaster or major system outage. Provider will test the HA or DR solution and related plan at least twice annually or more frequently if test results indicate that critical systems were not capable of being recovered within the periods above. Provider will provide summary test results for each exercise which will include the actual recovery point (how much data lost, if any) and recovery times (time to bring back applications and/or the Provider Services, if not automated failover) achieved within the exercise. Provider will provide agreed upon action plans to promptly address and resolve any deficiencies, concerns, or issues that may prevent the critical functionality of the application and/or Provider Services from being recovered within twenty-four (24) hours in the event of a disaster or major system outage. Further, Provider will notify Accenture, in a timely manner, when Provider initiates Provider's business continuity plan.

2. SECURITY ASSESSMENT

2.1 Security Assessment. If Accenture reasonably determines, or in good faith believes, that Provider's security practices and procedures do not meet Provider's obligations pursuant to the Agreement or this Information Security Schedule, then Accenture may notify Provider of the deficiencies. Provider shall without unreasonable delay (i) correct such deficiencies at its own expense and (ii) permit Accenture, or its duly authorized representatives, on reasonable prior notice, to assess Provider's and Provider subcontractors' security-related activities that are relevant to the Agreement. Further, (A) Provider will complete, in a timely and accurate manner, an information security questionnaire provided by Accenture to Provider, on an annual basis or more frequently upon Accenture's request, in order to verify Provider's and its subcontractors' compliance its security-related obligations in the Agreement and (B), if the Provider is providing any managed infrastructure, cloud (e.g. Iaas), vulnerability or security services as part of the Provider Services to Accenture or its client, Provider agrees to undergo an assessment of such Provider Services and related deliverables and Provider will provide evidence that the agreed upon Provider Services are meeting the security requirements and/or specific Accenture client requirements for the Provider Services (each a "Security Assessment").

2.2 Security Issues and Remediation Plan. Security issues identified by Accenture during a Security Assessment will have an assigned risk rating and an a mutually agreed upon timeframe to remediate. Provider shall remediate all security issues identified within the agreed remediation

timeframes and failure to comply will result in Accenture having the right to terminate this Agreement without the payment of any early termination fee and with the right to a refund of any prepaid amounts for the period of time after the effective date of such termination.

3. CONTROL AUDIT RIGHTS

SSAE18 SOC2 Reports

During each calendar year, Provider will provide, at Provider's cost, a SSAE18 SOC2 Type II report for identified locations and Provider Services, covering information security management implementation and operating effectiveness, that are used by Provider to develop software or deliver the Provider Services, conducted by an internationally recognized independent public accounting firm. The minimum scope of these reports will be the Trust Service Principles of Security (also known as the Common Criteria) and Availability. Provider will comply with future guidance relating to SSAE18 as issued by the AICPA, IAASB, the Securities and Exchange Commission or the Public Company Accounting Oversight Board.

If Provider requests that Provider Services or the development of software, which in Accenture's reasonable opinion are required to be provided from a location covered by a SSAE18 SOC 2 report described above, be provided from a location not covered by a SSAE18 SOC2 report, the parties will address how to meet such requirement prior to the Provider Services being provided from such location.

Where the SSAE18 SOC2 Type II report is not available, Provider shall provide, if available and upon request, any recent copy of its annual audit report, covering information security management implementation and operating effectiveness of systems.

SSAE18 SOC1 Reports

During each calendar year, if available, Provider will provide, at Provider's cost, SSAE18 SOC1 reports for identified locations that are common Provider centers (i.e., service centers from which services are provided to multiple clients) conducted by an internationally recognized independent public accounting firm. The scope of these reports will be the common controls that support multiple clients served from Provider centers. The coverage period of such reviews will cover at least nine months of Customer's fiscal year and be made available to Accenture by September 30th of each year, or with a different coverage period and delivery date as mutually agreed to by both the Provider and Accenture. Provider will provide Accenture a representation letter (otherwise referred to as a "bridge letter") in relation to the time period which is not covered by the reports. Provider will comply with future guidance relating to SSAE18 as issued by the AICPA, IAASB, the Securities and Exchange Commission or the Public Company Accounting Oversight Board.
Other than in connection with the provision of Services pursuant to a Accenture-approved business continuity and / or disaster recovery assistance plan, if either party requests that Services, which in Provider's reasonable opinion are required to be provided from a location

covered by an SSAE18 SOC1 report described above, be provided from a location not covered by an SSAE18 SOC1 report, the parties will address how to meet such requirement prior to the Services being provided from such location.
Customer, at its own expense, may audit Provider (either at Provider's facilities or that portion of Provider's center from which Services are provided to Customer). Provider will permit Customer, or its duly authorized representatives, on reasonable prior notice, to assess Provider's and its Provider agents' activities that are relevant to this section. If Customer requests a Customer specific SSAE18 SOC1 report, Provider will contract with an internationally or nationally recognized independent public accounting firm to perform the Customer specific audit. Customer will be responsible for all costs associated with the Customer specific audit. Customer will be able to set the scope which shall be reasonably related to the Services and those portions of the Provider locations from which Services will be provided to Customer, establish the control objectives, determine the frequency of such audit, and determine the reporting period.

SUPPLEMENTARY MEASURES. In addition, in accordance with regulatory guidance following the European Court of Justice "Schrems II" decision, Provider further commits to maintaining the following additional technical, organizational and legal/contractual measures with respect to Accenture Data, including personal data.

Technical Supplementary Measures:

Accenture Data in transit between Provider entities will be strongly encrypted with encryption that:

a. is state of the art,

b. secures the confidentiality for the required time period,

c. is implemented by properly maintained software,

d. is robust and provides protection against active and passive attacks by public authorities, including crypto analysis, and

e. does not contain back doors in hardware or software, unless otherwise agreed with the applicable Client.

Accenture Data at rest and stored by any Provider entities will be strongly encrypted with encryption that:

a. is state of the art,

b. secures the confidentiality for the required time period,

c. is implemented by properly maintained software,

d. is robust and provides protection against active and passive attacks by public authorities, including crypto analysis, and

e. does not contain back doors in hardware or software, unless otherwise agreed with the applicable Client.