



N3 LLC, an Accenture Company  
3565 Piedmont Rd NE building 3 suite 650,  
Atlanta, GA 30305

February 12, 2024

Raul Torres

Dear Raul,

Congratulations! We are thrilled to offer you a position at N3 LLC, an Accenture Company (herein after referred to as "Accenture" or the "Company"). We really enjoyed getting to know you during the interview process, and believe you have the skills to build a rewarding career with us. We are confident that you will be a great addition to our organization!

Please see the high-level overview of your offer below. In addition, please carefully review this document in full for further information surrounding the terms of your offer.

**Your offer:**

**Approximate Base Pay:** \$20.22 hourly.

**Approximate Annual Salary:** \$42,000.00 yearly based on working 2,080 hours per calendar year.

**Overtime:** In addition to your hourly rate, you are eligible for overtime compensation in accordance with state and local laws. Overtime requirements vary by project engagement, your role and project lifecycle. You will be paid semi-monthly on the 6th and 21st of each month.

**Paid Time Off:** 17 days per fiscal year, which is accrued in equal amounts each pay period.

**Bonus Opportunities:** Sales Incentive Plan (SIP) for Digital Inside Sales (More details are outlined within this document)

**Where you fit in our Company**

**Office Location:** San Antonio, 6415 Babcock, GDN

**Market Unit:** South

**Service:** Global Operations

**Role:** Sales Development Rep Associate

**Level:** 12-Associate

To ensure the safety of our employees and clients, Accenture conducts background checks on all new hires. Therefore, this offer is contingent upon the successful completion of your background check, including any client-specific background and on-boarding requirements, such as verification of your vaccination, licensing and/or security clearance status.

Accenture is committed to respecting obligations that candidates and new employees may have to former employers, such as agreements not to compete or to solicit former clients or colleagues. Therefore, our offer to you is contingent upon the understanding that all issues around any non-compete or other "restrictive covenant agreement" you may have are resolved. Specifically, you agree that: (1) your joining Accenture will not violate any agreement to which you are or have been a party and that you will have obtained a satisfactory disposition of any restrictions you may have on your activities with your current or former employer(s) as determined by Accenture



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and; (2) Accenture will not reimburse or hold you harmless for costs or any liability incurred in connection with a decision to accept employment with the Company or any actions that may be brought by any prior employer.

We respect the intellectual property rights of third parties, including any of your previous employers, and this means that you cannot bring any third-party intellectual property or confidential information to Accenture. This important obligation is addressed further in the Intellectual Property Agreement which has been provided to you along with this offer letter.

As a condition of your employment and to comply with Accenture's Primary Residential Location policy, you are required to establish and maintain your primary residence within a reasonable commuting distance (within 90-minutes, one-way, excluding air travel) from your assigned office location, San Antonio, 6415 Babcock, GDN. If you are granted an exception to this policy, it will be detailed within this offer.

Accenture is committed to building a presence and remaining active in our local communities. As such, you are expected to participate in-person in local community activities, company functions, and to meet client or assignment needs, at or near your assigned office location. You are responsible for all costs and expenses you incur to travel to/from your assigned office location, local client sites, or to attend local community activities or company functions, as these are considered normal commuting expenses and will not be paid or reimbursed by Accenture.

Accenture is committed to conducting business according to the highest ethical standards. Therefore, it is an expectation that Accenture employees comply with all Company policies and ethical standards, including the Accenture Code of Business Ethics.

#### **Work Authorization**

Accenture is an equal opportunity employer. As a condition of your employment, you must complete the Employment Eligibility Verification Form I-9 and present acceptable I-9 identification and work authorization documents on your first day of employment. Please note that Accenture participates in the federal E-Verify system to verify work authorization of all hires, and new hires will be required to comply with the photographic ID requirements of E-Verify as a condition of employment.

#### **Benefits**

Accenture offers a comprehensive suite of benefits to make it easier for you to stay physically, emotionally, and financially healthy. On day one, you will be eligible to enroll, subject to certain requirements, in extensive benefits including medical, dental, vision, disability insurance, life insurance, pre-tax reimbursement accounts, and other plans for which coverage will generally begin on the first day of the month following your enrollment. Accenture offers a variety of additional benefits including an employee assistance program backup dependent care, parental leave and more tools to help you manage the many demands of life. Learn more about our Total Rewards program by visiting <https://www.accenture.com/us-en/careers/local/flexcareers>.

You are eligible to make contributions to the Accenture US 401(k) Match and Savings Plan (the "401(k) Plan") beginning on your first day of work. You may also rollover eligible amounts from your prior employer 401(k) plan (or



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other eligible qualified plan) to the Accenture 401(k) Plan. There is no company match on your 401(k) contributions.

You will have the opportunity to participate in the Amended and Restated Accenture plc 2010 Employee Share Purchase Plan ("ESPP"). The ESPP is a voluntary program that allows eligible Accenture employees to purchase shares of Accenture plc at a 15% discount. Employees are generally eligible to contribute up to 10% of their eligible cash compensation toward the purchase of these shares, subject to a maximum of US\$7,500 per offering period. You may enroll in the ESPP during open enrollment in September or March each year.

Participation in our benefit plans, programs and arrangements is subject to the terms and conditions of the applicable plan, program or arrangement and Accenture reserves the right to amend, modify, change, suspend, or terminate any or all of its benefits plans, programs or arrangements at any time.

#### **Equity Programs Information**

All equity programs are offered by Accenture plc in its sole discretion and are not offered by your employer. Accenture plc (or its successor) retains the sole discretion to modify or terminate any of the programs, plans and policies at any time. The complete governing plan and program documents will be made available to you on my Holdings. In the event of any conflict between this summary or any other communications provided to you and the applicable plan or program documents, such plan and program documents shall govern.

#### **Visa – No Employer Sponsorship**

Your offer is contingent upon you possessing valid work authorization that does not require employer sponsorship now or in the future.

#### **Promotion and Compensation Review**

Your performance and promotion readiness will be assessed on the basis of your contributions and performance, the results of your work, the value you contribute to the success of our clients, business need, and your demonstrated stewardship and commitment to Accenture. Our compensation administration process occurs annually. Compensation reviews are conducted each fall and any adjustments will be as of December 1 each year. You must be employed by Accenture by August 31 in order to be eligible for the annual compensation review.

#### **Sales Incentive Plan (SIP) for Digital Inside Sales**

You will be eligible to receive an individual monthly incentive award under the Sales Incentive Plan (SIP) for Digital Inside Sales. You will not be eligible for any other Accenture incentive plan including, but not limited to, the global Accenture Variable Pay Plan. An individual must be an active employee and not on any type of performance improvement plan at the end of the month and meet all other eligibility requirements under the SIP to receive any resulting incentive award. For purposes of eligibility for the incentive awards, your predefined individual sales metrics for monthly components of the program, will be discussed with you at the start of each month. Accenture may amend or terminate the SIP at any time. The SIP payment will be subject to Federal and State supplemental tax rates of the state in which you are employed.

#### **Direct Deposit**

Accenture employees receive their pay by direct deposit to their bank account. This approach helps to ensure



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secure and efficient payment for each pay period. To facilitate the activation of the direct deposit to your bank account, please complete the "Enroll in Direct Deposit" task within the Accenture Career Launch onboarding portal. You will need your financial institution's routing number and your account number.

#### **Travel Considerations**

You may be required to travel for your role. Eligibility for reimbursement for costs or expenses you incur for business travel will be determined in accordance with Accenture policies.

#### **SIP Training Contingency**

Your employment with Accenture is contingent upon your successful completion of the project-specific training. The training will begin when you join the project. Accordingly, your failure to successfully complete the training program could lead to termination of your employment.

#### **Closing**

To accept this offer, you'll need to review and sign this letter and some additional forms, including a Conditions of Employment Agreement, an Intellectual Property Agreement, an Arbitration Agreement, and a Restrictive Covenant Acknowledgement/Denial. Signing each of these documents will mean that you officially accept our offer and confirm that you have read, understood, and will comply with everything we have outlined in those documents. This offer letter and these additional documents make up the entire offer of employment and replace any prior agreements, representations, or understandings (whether written, oral, implied or otherwise) between you and Accenture. This offer must be accepted and returned to Accenture prior to your starting employment with us.

Please also note that your employment with Accenture is "at will," meaning either you or Accenture may end your employment at any time.

Once we've confirmed a start date, you will receive an email with instructions on how to access our secure onboarding portal, where you can prepare for your first day and complete some additional paperwork including I9 forms, direct deposit, tax forms, etc. We will send the email with this information to [cassielponce@icloud.com](mailto:cassielponce@icloud.com). If your email has changed, please let us know immediately so we can update our systems.

We pride ourselves on being home to the best talent on the planet and we hope you'll join us! If you have any questions or need additional information to make your decision, please contact your recruiter Thomas Dunn at (678) 657-4038 or [thomas.dunn@accenture.com](mailto:thomas.dunn@accenture.com). We'd love to have your decision no later than 02/17/2024. Once you accept, we will determine a start date.

Raul Torres, we look forward to your joining our team!

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeffery J. Lane". The signature is fluid and cursive, written in a professional style.



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Jeffrey J. Laue  
Chief Executive Officer - N3, Part of Accenture

By providing my eSignature, I acknowledge and agree: (1) to the use of electronic means in receiving, reviewing, and accepting the foregoing terms and conditions; (2) that I have read, understood and agreed to the foregoing terms and conditions; (3) that I have not altered the document by any means; (4) that my submission of this electronic response constitutes my electronic signature; and (5) to the electronic storage and use of this document by Accenture.

Signature: Raul Torres  
Raul Torres (Feb 13, 2024 16:15 CST)

Date: Feb 13, 2024

Email: cassielponce@icloud.com



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### Notice Regarding New-Hire Arbitration Agreement

We are excited to have you join the Accenture team. If you have any concerns or complaints that arise during the course of your career with Accenture, we hope and expect that we will be able to resolve them through the internal reporting channels available to you. We recognize, however, the possibility that legal disputes may arise between you and Accenture (or its Affiliates) that are not able to be resolved through these channels. At Accenture, we believe that binding arbitration before a neutral arbitrator (rather than in court) is the best way to resolve most such disputes. The Arbitration Agreement set forth below establishes the terms and conditions of our mutual agreement to arbitrate certain legal disputes with one another.

\* \* \* \*

### ARBITRATION AGREEMENT

This agreement (the "Agreement") governs the resolution of legal disputes that may arise between you ("You") and Accenture or any of its Affiliates<sup>1</sup> (individually or collectively) any of their respective officers, directors, employees or agents in their capacity as such, and requires that certain legal disputes be resolved through binding arbitration in accordance with the terms of this Agreement. For good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**1) AGREEMENT TO ARBITRATE.** This Agreement requires both You and Accenture to resolve exclusively through final and binding arbitration all Covered Claims (as described below) that could otherwise be resolved by a court or administrative agency. The parties mutually waive their right to a trial before a judge or jury in federal, state or local court in favor of arbitration of Covered Claims under this Agreement. This Agreement becomes effective on the first day of Your employment with Accenture (the "Effective Date") and survives and continues to apply following termination of Your employment. This Agreement is a mandatory condition of Your employment with Accenture. Accenture offer of employment is contingent upon, among other things, You electronically signing this Agreement.

**2) CLAIMS SUBJECT TO ARBITRATION.** Except as expressly set forth in Paragraph 3, this Agreement applies to all disputes, controversies and claims arising out of or relating to Your employment with Accenture or Your separation from employment, that Accenture may have against You or that You may have against Accenture and/or against any of its officers, directors, employees or agents in their capacity as such ("Covered Claims"). Covered Claims include those based on acts or omissions occurring prior to, on or after the Effective Date and those that could have proceeded on an individual, class, collective, consolidated or representative basis, had they been pursued in another forum, such as a court of law.

Covered Claims include, without limitation, claims under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 (except as provided in Paragraph 3), the Family and Medical Leave Act, the Equal Pay Act, the Americans with Disabilities Act, the Rehabilitation Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act (except as provided in Paragraph 3), state and local wage and hour laws, state and local laws concerning discrimination and retaliation, any other federal, state and local laws regarding employment, and all amendments thereto, claims based upon Your immigration and/or visa status, claims for breach of contract, claims



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for breach of post-employment restrictive covenants, claims for breach of fiduciary duty, claims for fraud or misappropriation, claims for misappropriation of trade secrets, and any other claims arising under any federal, state or local statute, ordinance, regulation, public policy or common law.

**3) CLAIMS NOT SUBJECT TO ARBITRATION.** The following types of claims are expressly excluded from the definition of Covered Claims:

- a) Lawsuits or agency charges filed prior to the Effective Date;
- b) Unemployment insurance or workers' compensation benefits claims; however, claims for retaliation pursuant to these laws constitute Covered Claims;
- c) Sarbanes-Oxley Act, Consumer Financial Protection Bureau, and Commodity Futures Trading Commission whistleblower claims;
- d) Claims for benefits under the Employee Retirement Income Security Act ("ERISA") that must be resolved in accordance with the terms and procedures set forth in the applicable plan documents;
- e) Claims arising under patent, copyright or trademark law;
- f) Where applicable federal law prohibits arbitration, claims under Title VII of the Civil Rights Act of 1964, and tort claims related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision or retention; and
- g) Any other claims that are not permitted to be subject to a pre-dispute arbitration agreement under applicable law or regulation.

This Agreement does not affect Your right to file a charge with, make a complaint to or otherwise participate in an investigation by the U.S. Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board or other federal, state or local government agency; nor does it affect the enforcement authority of such agencies. However, You may seek monetary relief with respect to a Covered Claim only through an arbitration conducted pursuant to this Agreement.

**4) WAIVER OF CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION.**

This Agreement requires that Covered Claims be submitted to arbitration and that they be arbitrated on an individual basis only. Neither You nor Accenture is permitted to bring Covered Claims on a class, collective, consolidated or representative basis. Nor are you or Accenture permitted to join or participate as a party or member in any class, collective, consolidated, or representative action or purported arbitration brought by another person that involves Covered Claims.

Should the preceding paragraph be determined invalid or unenforceable with respect to a Covered Claim, then that Covered Claim shall not proceed in arbitration, but rather shall be required to be filed in a court of competent jurisdiction. **In no event shall any class, collective, consolidated or representative proceeding be permitted to proceed in arbitration.**



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**5) INJUNCTIVE RELIEF.** Either You or Accenture may seek and obtain from a court any injunctive or equitable relief (e.g., a temporary restraining order or preliminary injunction) necessary to maintain (and/or to restore) the status quo or to prevent the possibility of irreversible or irreparable harm pending final resolution of arbitration or court proceedings, as applicable.

**6) ARBITRATION PROCEDURE AND APPLICABLE RULES.**

**a) Rules and Procedures.** Arbitration pursuant to this Agreement shall be administered by the American Arbitration Association ("AAA") and in accordance with the AAA's rules for the arbitration of employment disputes then in effect, currently called the Employment Arbitration Rules and Mediation Procedures ("Rules").

The Rules (which include the procedures for initiating arbitration) are available from AAA's website ([www.adr.org](http://www.adr.org)) or by calling AAA at (800) 778-7879. Arbitration pursuant to this Agreement shall be held before a single neutral arbitrator, selected in accordance with the Rules. To the extent the Rules are inconsistent with the terms of this Agreement, including but not limited to the provision that arbitration may only be pursued on an individual basis, the terms of this Agreement shall control and govern the arbitration. Except as otherwise provided or permitted by law, in the event that (i) a claim or controversy arises in California and (ii) You primarily reside and work in California, You have the option to void the choice of law and forum provisions herein.

**b) Location of Arbitration.** The location for the arbitration hearing will be within the county of the Accenture office to which You are assigned, or to which You were last assigned if Your employment has terminated as of the filing of the demand for arbitration, or at any other mutually agreed-upon location convenient to the Parties.

**c) Arbitrator's Powers.** The arbitrator must follow applicable law and may award only those remedies (including without limitation attorney's fees and costs) that would have applied had the Covered Claim been heard in court. The arbitrator shall have the exclusive authority to decide jurisdictional or arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of this Agreement, and who are proper parties to the Arbitration. Any court of competent jurisdiction shall have the authority to enter a judgment on any award rendered by the arbitrator.

**d) Arbitration Costs and Fees.** If You initiate the arbitration or file a counterclaim, You will pay to the AAA only that portion of the arbitration filing fee that is equal to the amount you would be required to pay to initiate a lawsuit in the applicable state or federal court, including if You are unable to pay the arbitration filing fee. Accenture will pay the remainder of the arbitration administrative fees, the arbitrator's fees and costs, and any other fees or costs unique to arbitration. Each party shall be responsible for paying its own litigation costs for the arbitration, including, but not limited to, attorneys' fees, witness fees, transcript fees, or other litigation expenses that each party would otherwise be required to bear in a court action, subject to any relief awarded by the arbitrator in accordance with applicable law.





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**e) Confidentiality of Proceedings.** To the maximum extent permitted by law, all aspects of the arbitration proceedings, including any award made, shall be kept confidential, except as necessary to comply with a subpoena, court order or other legal requirement, to prosecute or defend a Covered Claim, to enforce an arbitration award or to meet a reasonable business need of Accenture.

**7) AT-WILL EMPLOYMENT.** Nothing in this Agreement shall be deemed to constitute a contract of employment for any definite term, or to alter the at-will nature of Your employment with Accenture.

**8) CHOICE OF LAW.** This Agreement is governed by the Federal Arbitration Act (the "FAA") (9 U.S.C. §§ 1 et seq.) and, to the extent, if any, that the FAA is held not to apply, by the laws of the State of New York, without regard to its conflict of laws principles (including for purposes of determining contract formation).

**9) ENTIRE AGREEMENT.** This is the parties' entire agreement on the subject matter of arbitration of disputes, superseding all prior oral or written representations, negotiations or agreements on the subject.

**10) SEVERABILITY.** Except as provided in Paragraph 4, in the event that any provision of this Agreement is determined to be invalid or unenforceable, it shall be severed from the Agreement, and the rest of the Agreement shall be enforced to the maximum extent permitted by law.

**11) SUCCESSORS.** This Agreement shall survive and continue to be in effect in the event that either party undergoes a name change, or Accenture undergoes a restructuring of its business, or is replaced with or succeeded by another company or entity, or in the event You are assigned to an Affiliate. Any successor company or entity shall be bound by the terms and conditions of this Agreement.

By providing my eSignature, I acknowledge and agree: (1) to the use of electronic means in receiving, reviewing, and accepting the foregoing terms and conditions; (2) that I have read, understood and agreed to the foregoing terms and conditions; (3) that I have not altered the document by any means; (4) that my eSignature has the same legal force and effect as a handwritten signature; and (5) to the electronic storage and use of this document by Accenture.

Name: Raul Torres  
Raul Torres (Feb 13, 2024 16:15 CST)

Date: Feb 13, 2024

Email address: cassielponce@icloud.com



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## INTELLECTUAL PROPERTY AGREEMENT

In consideration of my initial and/or continued status as an employee of Accenture, and, if applicable, for additional consideration, such as a salary increase and/or promotion, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I ("I" or "me") hereby agree as follows. Throughout this agreement (the "Agreement"), "Accenture" shall refer to Accenture LLP, its parent companies, its and their subsidiaries and affiliates, and other related entities.

### 1. CONFIDENTIAL INFORMATION

a. "Confidential Information" shall mean all information, data, ideas, documents and other materials, in any form or medium (including oral, written, tangible, intangible or electronic) received, developed or learned in connection with my employment by Accenture relating to the past, current or future business activities or operations of Accenture or any third party to which Accenture owes a duty of confidentiality (a "Third Party"). "Confidential Information" includes, without limitation, the following types of information regarding, related to, or concerning Accenture or a Third Party: (1) finances, investments, profits, forecasts, pricing, costs or accounting; (2) products or services; (3) sales, marketing, advertising or promotions; (4) intellectual property, including but not limited to trade secrets; (5) software (in source code, object code or other form); (6) specifications, designs, inventions, databases, strategies, business methods, and results of research and development; (7) employees' and contractors' personal data or records and any plans, strategies or analyses of compensation, but it does not include my terms and conditions of employment; (8) training (including internal and client training); (9) recruiting (including recruiting tools and practices); (10) actual or potential clients (including the client identity and any details of Accenture's actual or potential work for such clients or terms of the engagement); (11) requests for proposal or tenders for work and any responses to the requests; (12) actual or potential suppliers, vendors, partners and other third parties with which Accenture has or considers having a business relationship (including the identity of any such parties and any details of Accenture's actual or proposed relationship with them); and (13) actual or potential acquisitions or dispositions of assets, entities or businesses or a part thereof. "Confidential Information" shall also include any other information or material marked as "confidential" or "proprietary" (or with a similar expression) or any other information or material which I have been told is confidential or which I could reasonably expect Accenture or a Third Party would regard as confidential.

b. Nonetheless, "Confidential Information" shall not include any portions of the foregoing that I can demonstrate by tangible evidence were (1) lawfully published in a form generally available to the public prior to any disclosure by me; or (2) received by me from a third party unrelated to Accenture without breach of any obligation of confidence to any person; or (3) required by law to be disclosed by me (for example, because of a court-issued subpoena), provided that I must give Accenture prompt written notice of any such requirement, disclose no more information than is so required, and cooperate fully with all efforts by Accenture to limit the volume and nature of information to be disclosed and/or obtain a protective or similar confidentiality treatment for such information.



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c. Unless I first secure the written consent of Accenture, I (1) shall use, access or copy Confidential Information at any time only as required to perform my assigned duties for Accenture and (2) shall not disclose, communicate, share, provide access to, transfer, or otherwise make available any Confidential Information at any time, either during or after my employment by Accenture, except to partners, employees or other authorized agents of Accenture, and solely to the extent I must do so to perform my assigned duties for Accenture.

d. Upon the expiration or termination of my employment with Accenture for any reason (or at any earlier time at Accenture's request), (1) I shall cease and not thereafter commence any and all use of any Confidential Information and Accenture Works (as defined in Section 2(a)), and (2) I shall promptly, at Accenture's option, deliver to Accenture or destroy, delete or expunge all originals and copies of any Confidential Information in any form or medium in my possession or control (including any of the foregoing stored or located in my office or home or on a laptop, tablet computer, smartphone, storage device or any other device that is not Accenture property or is not returned to Accenture) and shall notify and fully cooperate with Accenture regarding the delivery or destruction, deletion or expunging of any other Confidential Information of which I am aware. If, notwithstanding the foregoing, I use Confidential Information after the period of my employment by Accenture in the Creation (as defined in Section 2(a)) of any Works (as defined in Section 2(a)), either alone or with others, such Works shall constitute Accenture Works and shall be owned solely by (and are hereby assigned, transferred and conveyed to) Accenture, as described in Section 2(a).

e. Nothing in this Agreement is intended to prohibit me from communicating with, filing a charge or complaint with; providing documents or information voluntarily or in response to a subpoena or other information request to; or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, OSHA, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws, or from responding to a subpoena or discovery request in court litigation or arbitration. I further understand nothing in this Agreement shall be construed to prevent me from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful; waives my right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Company, or on the part of the agents or employees of the Company, when I have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. Finally I understand that as provided by the Federal Defend Trade Secrets Act, I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

## 2. INTELLECTUAL PROPERTY



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a. I agree that any works of authorship, materials, documents, ideas, inventions, discoveries, or other intellectual property or work product (including, without limitation, software, designs, databases, systems, applications, presentations, training materials, reports, results of research or development, textual works, content, artwork, graphics or audiovisual materials) ("Works") that (1) I create, design, develop, contribute to, improve, conceive, reduce to practice, invent or discover ("Create") or have already Created, either alone or with others, at any time during the period of my employment by Accenture and (2) are or were within the scope of my employment and/or Created with the use of any equipment, supplies, facilities or other resources, trade secrets or other Confidential Information of Accenture ("Accenture Works") are and shall be owned solely by Accenture. I shall promptly and fully disclose all Accenture Works to Accenture. I hereby irrevocably assign, transfer and convey all Accenture Works, and all rights, title and interests in and to the Accenture Works (including patents, copyrights, trademarks, trade secrets and other intellectual property rights and all rights, if any, under other laws), to the Accenture entity that employs me or such other entity as Accenture shall designate, to the extent ownership of the Accenture Works and any such rights, title and interest do not vest originally in Accenture.

b. The assignment in Section 2(a) shall not apply to the extent the requirement to assign would be inconsistent with applicable state law. I acknowledge that, if I am a resident of or otherwise subject to the laws of any of those states, I may be subject to the protections of that state's statutes. Certain states require that I be notified of their statutes on the assignment of inventions, as set forth in Exhibit B.

c. If I have Created any Works prior to my employment by Accenture that are relevant to or implicated by my development or other work at Accenture ("Prior Works"), I have disclosed the Prior Works on Exhibit A. I agree that I will not incorporate any portion of any Prior Works into, or use any Prior Works in connection with, any development or other work I may undertake as part of my employment at Accenture. If, notwithstanding the foregoing, I should incorporate or use any Prior Works in any development or other work as part of my employment at Accenture, I hereby grant to Accenture (and its designees) a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, assignable, sublicensable (through multiple layers) license under all intellectual property and other rights (including patents, copyrights, trademarks and trade secrets) in any such Prior Works for all purposes in connection with Accenture's current and future business.

d. I shall promptly and fully disclose to Accenture any and all Works Created by me that are relevant to or implicated by my work at Accenture together with any information reasonably requested by Accenture to determine whether the Works are Accenture Works. I shall have the burden of proving that any Works Created by me that are relevant to or implicated by my work at Accenture are not Accenture Works.

e. I agree to maintain any type or form of records, execute any further documents and take any further actions requested by Accenture to assist it in validating, effectuating, maintaining, protecting, enforcing, assigning, perfecting, recording, patenting or registering any Accenture Works or related intellectual property rights. In anticipation of the possibility that I may be unable or unavailable to execute a document or take any action for any reason, I irrevocably designate and appoint Accenture and each of



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its duly authorized agents or designees as my agent and attorney-in-fact, to act on my behalf in all applicable instances, including in relation to any government authorities or agencies.

### 3. COMPLIANCE

a. Except as set forth on Exhibit A, no agreements, commitments or other understandings of any kind (including any with former employers) will affect my ability to comply with the terms and conditions of this Agreement or to perform my duties for Accenture.

b. I shall not improperly use for the benefit of, bring to any premises of, or disclose, communicate, share, provide access to, transfer or otherwise make available to Accenture any intellectual property, trade secrets or confidential, proprietary, or other non-public information or documents (regardless of the media on which such information or documents is contained) of or relating to a former employer or contractor or other third party without the prior written permission of such third party. I shall indemnify, hold harmless and (at Accenture's request) defend Accenture and its partners, officers, directors, employees and other representatives from any breach (or claim that if true would be a breach) of the foregoing covenant. I agree that Accenture may present a copy of this Agreement to any of my subsequent or prospective employers.

c. I shall comply with all relevant policies and guidelines of Accenture, including those contained in the Accenture policies database, regarding the protection of Confidential Information and intellectual property. This includes, without limitation, Accenture's Confidentiality Policy (AP 69), Intellectual Property Policy (AP 91) and Open Source Software Policy (AP 314). I acknowledge that Accenture may amend any such policies and guidelines from time to time, and that I remain at all times bound by their most current version. I understand that if any current or future policies or guidelines of Accenture applicable to me are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

### 4. MISCELLANEOUS

a. I agree that any material breach by me of this Agreement shall be grounds for termination of my employment by Accenture. Nothing in this Agreement (including the foregoing) is intended to alter the status of my employment by Accenture, which I acknowledge and agree is and shall remain at-will. I agree that this Agreement is neither a contract of employment nor an indication of continued employment at Accenture.

b. I agree that any material breach by me of this Agreement would irreparably harm the business of Accenture, for which Accenture would not have an adequate remedy at law. Therefore, in the event of any actual or threatened breach of this Agreement, Accenture may obtain injunctive and other relief from any court of competent jurisdiction to prevent or stop the breach, without the posting of bond or other security, in addition to whatever other remedies Accenture may have.

c. If any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, such provision shall not affect any other provision of this Agreement, and the remainder of this Agreement



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shall continue in full force and effect as though such provision had not been contained herein. If the scope of any provision in this Agreement is held or declared to be too broad to permit its full enforcement, I consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

d. Except as provided in Section 4(c), this Agreement may be amended only by a written instrument explicitly referencing this Agreement and signed by Accenture and me.

e. This Agreement contains the entire agreement between Accenture and me with respect to the subject matter hereof and supersedes any previous understandings or agreements, whether written or oral, regarding such subject matter. Notwithstanding the foregoing, if I have previously entered into any written agreements with Accenture (including a predecessor of Accenture) relating to non-disclosure or non-use by me of information and materials not covered by this Agreement, or the license to Accenture or its designees of intellectual property not covered by this Agreement, such agreements shall remain in full force and effect. Nonetheless, in the event of any conflict between the terms of this Agreement and those of any such previous agreements, the terms of this Agreement shall control.

f. This Agreement shall survive and be fully enforceable by Accenture after the expiration or termination of my employment for any reason.

g. The failure of either Accenture or me at any time to require performance of any provision of this Agreement shall in no manner affect Accenture's or my right at a later time to enforce same. No waiver by Accenture or me of the breach of any term of this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such breach or the breach of any other term of this Agreement.

h. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of law rules, provided, however, that in the event that (1) you are not subject to New York law, (2) you primarily reside and work for Accenture in California, and (3) a claim or controversy arises in California, then you shall have the option to void this choice of law provision.

i. I have not relied on any representations or warranties (express or implied) about the subject matter of this Agreement, except as expressly set forth in this Agreement. I acknowledge that I have entered into this Agreement freely and voluntarily and based on my own judgment.

ACCEPTED:

ACCENTURE LLP



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A handwritten signature in blue ink, appearing to read "Manish Sharma".

Manish Sharma  
Chief Executive Officer – North America

By providing my electronic signature ("eSignature") below, I acknowledge and agree: (1) to the use of electronic means in receiving, reviewing, and accepting the foregoing terms and conditions; (2) that I have read, understood and agree to the foregoing terms and conditions; (3) that I have not altered the foregoing document by any means; (4) that my eSignature has the same legal force and effect as a handwritten signature; and (5) to the electronic storage and use of this document by Accenture.

**I hereby agree to this Agreement:**

Signature: Raul Torres  
Raul Torres (Feb 13, 2024 16:15 CST)

Date: Feb 13, 2024

Email: cassielponce@icloud.com



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EXHIBIT A TO INTELLECTUAL PROPERTY AGREEMENT

Third Party Agreements and Prior Works:

By providing my electronic signature ("eSignature") below, I acknowledge and agree: (1) to the use of electronic means in receiving, reviewing, and accepting the foregoing terms and conditions; (2) that I have read, understood and agree to the foregoing terms and conditions; (3) that I have not altered the foregoing document by any means; (4) that my eSignature has the same legal force and effect as a handwritten signature; and (5) to the electronic storage and use of this document by Accenture.

**I hereby agree to this Agreement:**

Signature: Raul Torres  
Raul Torres (Feb 13, 2024 16:15 CST)

Date: Feb 13, 2024

Email: cassielponce@icloud.com





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**EXHIBIT B TO INTELLECTUAL PROPERTY AGREEMENT**  
**State Statutes Regarding Employee Inventions**

**CALIFORNIA**

An agreement to assign does not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) result from any work performed by the employee for the employer.

**ILLINOIS**

An agreement to assign does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

**KANSAS**

An agreement to assign does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless: (1) the invention relates directly to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or (2) the invention results from any work performed by the employee for the employer.

**MINNESOTA**

An agreement to assign does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer.

**WASHINGTON**

An agreement to assign does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.



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## ACCENTURE CONDITIONS OF EMPLOYMENT

Accenture's two greatest assets are its people and its clients. We are committed to hiring the best and our investment in developing our personnel is second to none. As part of Accenture's commitment, you will be receiving Accenture's Confidential Information and trade secrets. Given our commitment, we must protect this investment and Accenture's Confidential Information and trade secrets so that we can provide our people the opportunity for growth and success. Employment with Accenture is At Will. This means that your employment is terminable at any time, with or without cause and with or without notice, by either you or Accenture. Today, there is an increased risk of losing clients or our investment in our people whenever one of our employees leaves Accenture. Recognizing these business realities, we have adopted the following policies:

### 1. Non-Poaching (for residents of all U.S. states)

During your employment and for 12 months after the end of your employment, you agree not to, directly or indirectly (for example, by assisting another individual, entity or company), intentionally solicit, induce, or otherwise attempt to influence to leave the employment of Accenture, any employee or other agent of Accenture or any of its affiliates, (1) with whom you had material dealings; (2) from whom, or as a result of contact with whom, you have obtained Confidential Information as that term is defined in your Intellectual Property Agreement; or (3) whom you have supervised on a client or prospective client engagement, in the 24 months preceding the end of your employment.

### 2. Non-Solicitation of Clients and Fair Competition (for residents of all U.S. states except California, Massachusetts, Colorado, and those Virginia residents who make less than the state Average Weekly Wage.)

To the extent permitted by applicable law, for 12 months after you leave Accenture for any reason, you agree not to, directly or indirectly, perform professional services within the territory for, or solicit for the purpose of performing professional services for:

- (a) any client of Accenture for whom you performed professional services during the 18 months prior to release or resignation; and
- (b) any prospective client of Accenture, "prospective client of Accenture" is defined as any person or entity to which you submitted a proposal or concerning which you assisted in the preparation or submission of a proposal during the 18 months prior to release or resignation.

For the purposes of this agreement, "professional services" means services that are the same or substantially similar to the services you provided during the last 18 months at Accenture. For purposes of this agreement, "territory" means the territory or territories within which you actually worked, or within which there was a client to whom you provided services.

This does not prohibit you from accepting employment with any client of Accenture.

### 3. Non-Solicitation of Clients (for residents of Massachusetts)



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If you leave Accenture, for 12 months after release or resignation, you agree not to, directly or indirectly, solicit for the purpose of performing professional services for:

- (a) any client of Accenture for whom you performed professional services during the 18 months prior to release or resignation; and
- (b) any prospective client of Accenture, "prospective client of Accenture" is defined as any person or entity to which you submitted a proposal or concerning which you assisted in the preparation or submission of a proposal during the 18 months prior to release or resignation.

For the purposes of this agreement, "professional services" means services that are the same or substantially similar to the services you provided during the last 18 months at Accenture.

This does not prohibit you from accepting employment with any client of Accenture.

#### **4. Non-Solicitation of Clients and Other Acknowledgments (for residents of Colorado)**

If you leave Accenture, for 12 months after release or resignation, you agree not to, directly or indirectly, solicit for the purpose of performing professional services for:

- (a) any client of Accenture with respect to whom you were in possession of, accessed, or developed trade secrets in the course of your employment at any time during the 18 months prior to release or resignation; and
- (b) any prospective client of Accenture, "prospective client of Accenture" is defined as any person or entity to which you submitted a proposal or concerning which you assisted in the preparation or submission of a proposal and with respect to whom you were in possession of, accessed, or developed trade secrets in the course of your employment at any time during the 18 months prior to release or resignation during the 18 months prior to release or resignation.

For the purposes of this agreement, "professional services" means services that are the same or substantially similar to the services you provided during the last 18 months at Accenture.

This does not prohibit you from accepting employment with any client of Accenture.

You agree that that your work for Accenture has or will involve access to, possession of, and development of Trade Secrets and you further agree that the non-solicitation covenants in this section are each reasonable and necessary for the protection of Accenture trade secrets.

The nonsolicitation covenants in this section will not be applicable to you unless you earn (or expected to earn if employed less than a calendar year) an amount of "Annualized Cash Compensation" equivalent to or greater than sixty percent of the "Threshold Amount" for highly compensated workers as these quoted terms are defined under Colorado Revised Statutes § 8-2-113. The Threshold Amount is \$101,250 as of August 10, 2022, and will be adjusted annually thereafter by the Colorado Division of Labor Standards.

You acknowledge that you received notice of the covenants not to compete in this agreement and their terms in a separate document before you accepted your offer of employment, or, if a current employee at the time you enter



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into this agreement, at least 14 days before the earlier of the effective date of the agreement or the effective date of any additional compensation or change in the terms or conditions of your employment that provides consideration for the covenants not to compete.

Nothing in this agreement will require you to adjudicate outside of Colorado the enforceability of a covenant not to compete or require that another state's law other than Colorado law govern the enforceability of a covenant not to compete that applies to you.

**5. Additional Provisions (for residents of all U.S. states)**

As used in this document, "Accenture" refers to all Accenture entities, including Accenture plc, Accenture LLP, Accenture Federal Services, as well as any affiliates, parent companies, subsidiaries, successors or assigns to any Accenture entity.

As used in this document, "Confidential Information" shall have the meaning defined in the Intellectual Property Agreement.

You acknowledge that by entering into this agreement, you have not relied on any representations or warranties (express or implied) about its subject matter, except as provided in this agreement. You acknowledge that you have entered into this agreement freely and voluntarily and based on your own judgment.

This agreement shall be exclusively governed by and construed in accordance with the laws of the State of New York, USA without regard to its conflict of law principles.

If any provision of this agreement is found to be unenforceable, in whole or in part, then that provision will be eliminated, modified or restricted in whatever manner is necessary to make the provision and/or the remaining provisions enforceable to the maximum extent allowable by law.

You acknowledge and agree that any breach of this agreement will cause serious and irreparable harm to Accenture.

It is not our intent to unreasonably limit your ability to pursue your professional career if you leave the company. The provisions above are limited to preserving our people and our clients.

**ACCEPTED:**

ACCENTURE LLP



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A handwritten signature in blue ink, appearing to read "Manish Sharma".

Manish Sharma  
Chief Executive Officer – North America

By providing my eSignature, I acknowledge and agree: (a) to the use of electronic means in receiving, reviewing, and accepting the foregoing terms and conditions; (b) that I have read, understood and agreed to the foregoing terms and conditions; (c) that I have not altered the document by any means; (d) that my eSignature has the same legal force and effect as a handwritten signature; and (e) to the electronic storage and use of this document by Accenture.

Signature: Raul Torres  
Raul Torres (Feb 13, 2024 16:15 CST)

Date: Feb 13, 2024

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Full Legal Name - Signature

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Date

Email: cassielponce@icloud.com