



सत्यमेव जयते

INDIA NON JUDICIAL

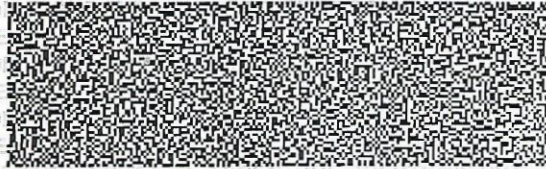
**Government of Karnataka**

Rs. 100

**e-Stamp**

**Certificate No.** : IN-KA90529732313778U  
**Certificate Issued Date** : 08-Apr-2022 05:25 PM  
**Account Reference** : NONACC (FI)/ kacrsfl08/ BOMMANAHALLI1/ KA-BA  
**Unique Doc. Reference** : SUBIN-KAKACRSFL0812098672214135U  
**Purchased by** : ACCENTURE SOLUTIONS PVT LTD  
**Description of Document** : Article 12 Bond  
**Description** : VENDOR AGREEMENT  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : ACCENTURE SOLUTIONS PVT LTD  
**Second Party** : WINVINAYA FOUNDATION  
**Stamp Duty Paid By** : ACCENTURE SOLUTIONS PVT LTD  
**Stamp Duty Amount(Rs.)** : 100  
 (One Hundred only)

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Please write or type below this line

**GRANT AGREEMENT**

This Grant Agreement ("**Agreement**") is made on this 08<sup>th</sup> April 2022

By and between

**Accenture Solutions Private Limited**, a company incorporated under the provisions of the [Indian] Companies Act, 2013, with its registered office at Plant 3, Godrej & Boyce Complex, LBS Margh, Vikhroli West, Mumbai 400 079 ("**Accenture**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) is a management consulting, technology services and outsourcing company and acting through its authorised signatory, Ms Kshitija Krishnaswamy, appointed vide board resolution dated December 1, 2021.

And



**WinVinaya Foundation** is a non-profit organization registered in India, having its registered office at 25/3 Brindavan 3rd Cross, Saraswathipuram, IIM Post, Bengaluru 560076 and principal place of activity at Royal Residency, 55, 4th Cross Rd, BDA Layout BTM 4th Stage, Bengaluru, Karnataka 560076, (the “**Grantee**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) and acting through its authorized signatory, Mr Sivasankar Jayagopal, Founder Chairman.

**WHEREAS:**

- A.** Grantee is a charitable organization constituted and registered under Indian Trusts Act, 1882 and undertaking charitable operations in the nature of providing training and placement assistance to Persons with Disabilities, Women and People from Economically Weaker Sections to enable them to get an income and lead a life with dignity
- B.** Grantee is - owning and operating a dedicated bank account with a recognized bank Axis Bank in JP Nagar, Bangalore India which is/shall be used solely for the purpose of funding all or any charitable activities undertaken by the Grantee.
- C.** Grantee confirms that it's activities all fall under Schedule VII as per the CSR rules 2013 and amendments thereafter
- D.** Grantee confirms that any of Accenture's contribution which is not part of the funds contributed as per Schedule VII as per the CSR Rules 2013 (including any amendments) is maintained and tracked separately.
- E.** In its proposal submitted in IMPACT tool <https://impactaccenture.lightning.force.com/lightning/r/Opportunity/0068W00000RcpRGQAZ/view>, Grantee proposed to undertake charitable activities pertaining to training 100 (75 Students with Disabilities) in high end tech careers such as Software Development/Testing skills, Data Visualization skills and 25 Teachers between 1<sup>st</sup> April 2022 and 30<sup>th</sup> June 2023 (*hereinafter referred to as the **Project***). The Grantee agrees to complete the Project target by 31<sup>st</sup> March 2023.
- F.** Based on the representations made by Grantee, Accenture has decided to provide all reasonable support and cooperation to the Grantee for the Project and has agreed to provide Grant(s) (as defined herein below) to Grantee to fund the Project.
- G.** Accenture will provide funding of up to **INR 44,50,000** (Forty-four Lakhs Fifty Thousand rupees) (“**Grant**”) to the Grantee for the purpose of the Project (*hereinafter referred to as the **Grant***), during the Term.
- H.** Parties agree that, Accenture will provide the Grant in multiple tranches that is linked to milestone of Project target (“Conditions”) and morefully as declared under the benchmark update in IMPACT portal accessible at [https://impactaccenture.lightning.force.com/lightning/r/Opportunity/0068W00000RcpRGQAZ/related/FGM\\_Base\\_Benchmarks\\_r/view](https://impactaccenture.lightning.force.com/lightning/r/Opportunity/0068W00000RcpRGQAZ/related/FGM_Base_Benchmarks_r/view) . Grant will be provided to Grantee only on achieving agreed milestones and reporting requirements. Accenture and Grantee will agree on project milestones at the beginning of the Project.
- I.** Satisfaction of each of the Conditions will be determined by Accenture, acting reasonably and in consultation with the Grantee. Accenture shall determine whether or not the Conditions have been

satisfied or request further information to assist it in making its determination no later than forty-five (45) days from the date on which the Grantee provides the report (as mentioned in clause 13(a)) or forty-five (45) days from the date on which further information is provided, if applicable. The date at which the Conditions are satisfied will be the "Checkpoint".

**NOW THEREFORE**, in consideration of the mutual covenants, terms, conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows:

1. **IMPACT Tool:** The declarations the Grantee registered into the IMPACT tool, if any, shall be valid and true and Grantee will inform Accenture immediately in case of any change of its situation.
2. **Utilisation:** The Grant, as well as any income earned from the investment of the Grant, will be used by the Grantee only for the Project that involves exclusively charitable activities as envisaged under this Agreement and for no other purpose. Accenture and Grantee will agree on project milestones at the beginning of the Project which shall be subject to modification, amendment, addition and or deletion as per discretion of Accenture. All the Grants will be released by Accenture to the Grantee in the designated bank account which has been registered by the Grantee with the concerned authorities for receiving of similar funds for charitable purposes. Utilisation of the Grant by the Grantee will be strictly in accordance with the plan agreed with Accenture and Grantee will keep Accenture informed at all times about such use of Grant. Accenture may, at its sole discretion, at any time make grants of additional funds over and above the amount of Grant stated herein. Grantee undertakes to ensure utilisation of all such additional grant in a proper manner for sole purpose of the Project and in accordance with the directions issued by Accenture from time to time. In case of multiyear Project, the decision to continue the Project after year 1, will be completely at Accenture's discretion. During the Term of the Agreement, Accenture shall have the right to decide whether to continue the funding or discontinue the funding based on Project progress, external circumstance or change in Accenture focus area, as determined by Accenture in its sole discretion. Accordingly, Accenture shall have the right to terminate the Agreement, as per the provisions agreed under clause 21 of this Agreement.
3. **Compliance with Laws:** The Grant will be used in compliance with all relevant and applicable antiterrorist financing and asset control laws, regulations and rules under the laws of India and that it will take all reasonable steps to ensure no such Grant is used for any illegal, immoral, unethical or otherwise for a purpose not envisaged herein this Agreement and that recipients of Grant are not on any India's lists of suspected terrorists.
4. **Public Officials:** Grantee shall ensure no personal benefit, gains or advantages are directly or indirectly made to any member or official of the Grantee organization from the Grants made by Accenture. Grantee will not make gifts or entertainment to any Public Official in connection with this Agreement. "Public Official" includes (but is not limited to) any: Government officials; personnel of federal, state, regional or municipality enterprises, institutions or organizations; political parties, political party officials, and candidates for political office; employees of public international organizations, such as the World Bank or United Nations; or relatives or close associates of any of the above. Any such activity by Grantee will be a material breach of this Agreement and will be grounds for immediate termination by Accenture. Grantee will keep Accenture informed at all times if any person who is a Public Official becomes a member or

official of the Grantee organization. Grantee will ensure there is no conflict of interests between such a member and/or the objectives of Grantee organization and/or the Project which may be deemed to extend any benefit to such member by reason of execution of this Agreement or the Project. If Accenture is of opinion that inclusion/appointment of any Public Official by the Grantee in any manner affects its rights and interests or create a conflict of interest with the objectives of the Project, Accenture reserves the right to suspend the Grants or direct Grantee to refrain from utilization of the Grant till further directions. Accenture may, if deemed appropriate, decide to withdraw from the Project at any time in such circumstances and terminate the Agreement without any liability.

5. **Lobbying:** Grantee will not make any contributions to political parties, candidates, or other campaigns, in connection with this Agreement. In addition, Grantee will not engage in or attempt to influence the approval, modification or rejection of any government policy, rule or legislation on behalf of Accenture or its clients by a Public Official ("**Lobbying**") in connection with this Agreement. Any such Lobbying by Grantee will be a material breach of this Agreement and will be grounds for immediate termination by Accenture.
6. **Political Contributions:** In addition to Section 5, Accenture has a global policy against making political contributions. Therefore, Accenture is prohibited from using company resources to make independent campaign expenditures or contribute to state or local ballot measures, or political organizations. This prohibition covers both direct and indirect contributions, including pro bono services, financial, or in-kind support for dinners and events. Grantee's acceptance and deposit of any contribution indicates Grantee's agreement that the funds contributed by Accenture will not be used as contributions to political parties, candidates, or other organizations described above.
7. **Variations in Grants:** The Grant will be expended substantially in accordance with the approved budget line items and timeframe, as defined in the Project and morefully as declared under the benchmark update in IMPACT portal subject to any modifications and amendments that the Grantee and Accenture may agree in writing.
8. **Misuse of Grant:** If, at any time, Accenture apprehends misuse of Grant, it may direct Grantee to restrain from any further utilisation of Grant who shall be bound to act in accordance with directions of Accenture. Upon receiving any such instructions from Accenture, Grantee will immediately cease to utilize the Grants till the grievances of Accenture are properly addressed to its satisfaction and Accenture conveys in writing to again start utilisation of Grant.
9. **Unspent Grant:** If any part of the Grant is not substantially expended or committed to the Project as described in the approved Project budget:
  - (a) the Grantee will promptly upon becoming actually aware notify Accenture, providing sufficient information in respect of the manner in which such funds were spent;
  - (b) following such notification Accenture may, acting reasonably, change the terms of or cancel the Grant upon giving the Grantee not less than fifteen (15) days prior written notice; and
  - (c) if the Grant is cancelled by Accenture, the Grantee agrees to return any unused amount of the Grant to Accenture as soon thereafter as is practicable and to promptly thereafter provide an account of the use of any expended funds.

If upon completion of the Project, any portion of amount of Grant remains unutilized, Grantee shall within 15 days from the date of completion of the Project, return the unspent amount to

Accenture's designated bank account. In the event of an ongoing multi-year project, the Grantee shall return the unspent amount to Accenture's designated bank account within 15 days from 31<sup>st</sup> March of each fiscal year or as directed by Accenture.

Any surplus arising out of Grants shall be utilised only for the purposes of the Project and after obtaining approval in writing from Accenture. For avoidance of doubt, 'surplus' refers to income generated from the Grant activities, e.g., interest income earned by the Grantee on funds provided, revenue received from the Project, disposal/sale of materials used in the Project, and other similar income sources).

10. **Monitoring:** Accenture shall have the right to monitor the progress of the Project financed by the Grant; discuss the Project, its implementation, and finances with representatives of the Grantee, and review records and other material, including financial records, connected with the Project. The Grantee shall take all reasonable steps to facilitate and assist Accenture in its monitoring of the Project, including making Grantee personnel and project sites available to Accenture and/or its representatives from Accenture upon request. Grantee will provide regular updates to Accenture on the progress of the Project and utilisation of Grants without awaiting any instructions from Accenture. If, at any time, Accenture apprehends misuse of Grant or deems utilisation thereof is not as per the objectives or the agreed plan, it may direct Grantee to restrain from any further utilisation of the Grant who shall be bound to act in accordance with directions of Accenture. Upon receiving any such instructions from Accenture, Grantee will immediately cease to utilize the Grant till the grievances of Accenture are properly addressed to its satisfaction and Accenture conveys in writing to again start utilization of Grant.
11. **Expenses and Taxes:** Any expenses required to be incurred or in relation to the Project and the Grant to be provided by Accenture are the Grantee's responsibility and will be paid directly by Grantee including, but not necessarily limited to, travel and lodging expenses, communications charges and supplies, and all taxes, as applicable. The Grantee shall be solely liable and pay for all taxes, cess or duties (if any) imposed by a government or any statutory or regulatory authority in connection with this Agreement and or the Project or any matter incidental thereto. The Grantee agrees to reimburse and hold Accenture harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of the Grantee as mentioned above. Accenture will not be liable to compensate the Grantee on account of any noncompliance of any tax law by Grantee or Grantee's vendor for which demand for tax, interest and penalty may be raised by tax authorities on Grantee/Grantee's vendor.
12. **Data Privacy:** Parties represents and warrants that each Party shall comply with all data privacy laws during the performance of this Agreement, as applicable.
13. **Reporting:**
  - (a) The Grantee shall liaise with the representatives of Accenture's Corporate Citizenship team in India in the conduct of the Project. This includes periodic reviews of the progress of the Project, the utilization of the Grant, including the provision by the Grantee of information in writing with respect to the Project at intervals of three (3) months (the first such period commencing on the date of this Agreement) and to inform Accenture in a telephone conference to be held with representatives of Accenture at mutually convenient dates and times on or about the times stipulated in this paragraph regarding progress with respect to the Project. Grantee shall keep and maintain appropriate records reflecting the hours worked and cost and expenses incurred in connection with the performance of Project under this Agreement together with all such supporting and underlying documents

and materials at all times during the term of this Agreement and thereafter and at all times keep Accenture updated about the progress of the Project and the utilisation of Grants made by Accenture.

- (b) An officer of the Grantee shall certify in writing through the IMPACT database, no later than [thirty (30)] calendar days of each year ending 31 March, the activities carried and outcomes with qualitative data, as a result of the Grantee's activities under the Agreement, such information should be true, complete, and accurate. This information is used by Accenture to record and report on the Accenture's goals both internally and externally as applicable and Grantee hereby authorizes this disclosure.
- (c) The Grantee shall submit a written report to Accenture at the timing of each checkpoint in accordance with the Project milestone agreed in IMPACT tool. A further final report shall be submitted no later than thirty (30) days after end date of the Grant. Upon approval of the final report, the Project will be considered complete.
- (d) Each of the reports referred to above should be substantially in the form of the Grantee Status Report Template to be provided by Accenture and should contain:
  - (i) An analysis of the success and the outcomes of the Project and a description of how it was carried out. An independent third party impact assessment of the same will also be carried out as per discretion of Accenture; and
  - (ii) Within 15 days of Project end date and end of the Project period, a financial utilization certificate detailing the use and expenditure of the Grant shall be submitted by Grantee, which should be verified and certified by an external auditor that the financial accounting is in accordance with the underlying audited accounting records of the Grantee; .
  - (iii) Report on the participation of Accenture resources in the Project, including the number of participants and feedback received from Grantee clients; and
  - (iv) Copies of any press releases or articles announcing or relating to the Grant and any other publications discussing expenditure of the Grant, of which the Grantee is actually aware and copies of which can be obtained (without infringing copyright or other applicable law or incurring unreasonable costs or expense).

14. **Audit:** During the term of this Agreement and for five (5) years thereafter, Grantee will retain and, upon reasonable notice, will provide Accenture access to audit/or monitor Grantee's books, accounts, and financial records of the Grantee in connection with performance of the Project and utilization of the Grant and payments (whether in kind or in cash) made by Grantee for or on behalf of Accenture. Accenture may select an independent third party of international reputation and good standing to conduct the audit. Any such independent third party will be required to agree to an appropriate confidentiality/non-disclosure agreement. Grantee shall cooperate fully in any audit conducted by or on behalf of Accenture.

15. **Share Findings:** Subject to any alternative Project specific arrangements agreed in writing, Accenture shall have a license to and will be entitled to distribute or share any findings, learnings, training materials or other intellectual property created or developed by the Grantee or third parties pursuant to this Grant internally within Accenture and its affiliates and the Accenture Foundations, without consent of the Grantee, and externally with third parties with the prior consent of the Grantee, such consent not to be unreasonably withheld.

16. **Covenants of the Grantee:** The Grantee represents and warrants as follows:

- (a) Nothing, either in law or otherwise, prevents, restrains, limits or otherwise prohibits Grantee from receiving Grants from Accenture for the Project.
- (b) Grantee has sufficient and reasonable skill, experience and manpower to undertake Project at its responsibility.
- (c) No Public Official is a member/official of the Grantee organization and there is no conflict of interests between the members/officials and the objectives enshrined in this Agreement.
- (d) No portion of Grants will be used by the Grantee for donations, funding, lobbying or supporting any political party or any organization of political nature.
- (e) Grantee will not and will not attempt to bribe, influence, approach or liaison with any Public Official, government, authority or any third party for influencing any decision, policy, rules or alike in to relation to the Project.
- (f) Grantee shall act towards Accenture in good faith and not allow its interests to conflict with the duties it owes Accenture under this Agreement and the general law. Grantee shall not act in any manner which may incur any liabilities on behalf of Accenture.
- (g) Grantee shall be solely liable for ensuring compliance with all applicable laws and regulations with respect to release and utilisation of Grants for the Project.
- (h) Grantee is authorised to undertake the activities agreed to in this Agreement and has requisite certifications/approvals/permissions for the same.
- (i) The Grantee agrees that all items, materials or any tangible assistance ("Project Material") provided pro bono by Accenture will be used only for the purposes of the Project and other charitable purposes and shall not be used for any commercial purposes whatsoever. The Grantee will not be entitled to distribute and or share the Project Material in original or copies thereof with any other entity or person, juristic or natural, without prior written consent from Accenture.
- (j) Grantee certifies that it is unaware of existing or potential conflicts of interest between it and Accenture.

17. **Indemnity:** The Grantee shall indemnify and hold Accenture, its affiliates, directors, employees, agents, Contractors, harmless from and against any and all claims, demands, loss, damage or expense:

- (a) related to bodily injury or death of any person or loss of, or damage to, real or tangible personal property, resulting from the negligent or wilful acts or omissions of the Grantee, its employees, agents and subcontractors;
- (b) resulting from any claim that the Grantee or any of the Grantee's employees, agents or subcontractors is in any relationship with Accenture other than that of a charitable grantee for the sole purpose of the Project;
- (c) related to claims by any employees, contractor, subcontractors or agents of the Grantee for injuries or damages under worker's compensation or similar acts or related to ;
- (d) related to claims, employment liabilities by any employees, agents, sub-contractors or contractors of the Grantee for payment;
- (e) resulting from any claim, whether or not substantiated, that the Grantee's services, related actions or omissions of the Grantee, or the Grantee's employees, agent's contractors or sub-contractors in any way connected therewith have violated any law or regulation;
- (f) incurred by Accenture based on any claim that any act or omission by the Grantee or its agents or subcontractors pursuant to this Agreement, in any manner infringe or otherwise violate any patent, copyright, trade secret or other proprietary right, or any other rights of any third party; or

(g) related to, resulting or arising in connection with any violation by the Grantee of the covenants under Clauses 4, 5, 6, 12, 16, 19, 20 and 29.

18. **Liability and Limitation:** In no event shall Accenture be liable to the Grantee, its employees, agents or subcontractors or beneficiaries or third parties or otherwise (whether in contract, tort (including negligence) for any increased costs or wasted expenditure, loss of contracts, or revenues, loss of operation time, loss of goodwill or reputation of the Grantee, its employees or subcontractors or beneficiaries or third parties or any other person acting on their behalf, special indirect incidental punitive or consequential damage of any nature whatsoever or howsoever arising directly or indirectly out of this Agreement. Accenture will not be liable for any loss, damage, cost or expense whatsoever and howsoever caused arising from any fraudulent or unauthorised act or statement, misrepresentation or default or breach of applicable laws on the part of the Grantee, its directors, employees, agents, beneficiaries and other contractors and the Grantee shall keep Accenture indemnified at all times.
19. **Use of Name and Trademarks:** Neither Accenture nor the Grantee shall speak nor make public statements on behalf of the other, nor claim to represent the other, without obtaining the prior written consent via email of the other party. Subject to clause 15, this Agreement does not permit the use of either Party's name, copyright materials (including logos, marks or intellectual property) or dissemination of any information whatsoever obtained from the other party and not already in the public domain, during the course of this Agreement, or after the termination of this Agreement, without the express agreement of the parties in writing. The Grantee further agrees that it will not take any actions which will in any manner compromise Accenture's name, the Accenture logo or the Accenture marks. The Grantee may not state or imply, either directly or indirectly, that Accenture or any other member of the group endorse, sponsor, recommend or prefer the Grantee's products or services or activities.
20. **Confidential Information:** Parties shall treat all information (in any form or mode) exchanged between them by any means of communication pursuant to this Agreement as Confidential Information. Parties shall not disclose any such Confidential Information to any other person or entity unless authorised in writing by the other Party. This Agreement and terms hereof shall also be deemed to be Confidential Information for all purposes.
21. **Term and Termination:**
- (a) **Term:** The Term of the Agreement will be from 1<sup>st</sup> April 2022 and 30<sup>th</sup> June 2023 ("**Term**") during which period Grantee will complete the Project unless terminated earlier in accordance hereof.
- (b) **Termination for Convenience:** The Grantee may terminate this Agreement by giving not less than ninety (90) days written notice to Accenture. Accenture can terminate the Agreement/Project by serving a thirty (30) days notice in writing to Grantee with or without cause (the 90 days and 30 days notice period as mentioned in this clause 21 shall be referred to as "**Termination Notice**").
- (c) **Termination for Cause:** Accenture can terminate the Agreement/Project with immediate effect if Grantee commits a breach of any provision of the Agreement and such breach is not remedied by Grantee within seven (7) days of notice of such breach from Accenture. Any claims for payment by Grantee about a transaction for which such breach has occurred, including claims for services previously performed, shall be automatically terminated and cancelled and all payments previously paid shall be refunded to Accenture



by Grantee. Grantee shall further indemnify and hold Accenture harmless against any and all claims, losses, or damages arising from or related to such breach and/or termination of this Agreement.

- (d) **Return of Grant:** Upon service of a Termination Notice the Grantee will be under an obligation to return any unused amount of the Grant as of the date of the Termination Notice as soon thereafter as is practicable.

22. **Modification and Severability:** This Agreement constitutes complete and final understanding between the Parties in relation to the Project and Grant. Parties can modify or change the terms of the Agreement by executing an amendment agreement in writing. If any term or provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions or the whole of the Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth in the Agreement.
23. **No Partnership:** No partnership or joint venture is created by this Agreement, and neither Accenture nor the Grantee can commit the other financially or otherwise to third parties.
24. **Force Majeure:** Notwithstanding anything to the contrary in this Agreement, neither Accenture nor the Grantee shall be liable for any delay or failure in performing any obligations under this Agreement if such delay or failure is caused by circumstances outside such party's reasonable control. To the extent that any delay or failure in the performance of either party's obligations under this Agreement occurs, it is agreed by the Parties that any timeframes set out in this Agreement will be discussed and the Parties shall negotiate in good faith and use reasonable endeavors to agree new timeframes as soon as is reasonably practicable.
25. **Third Party Projects:** Grantee agrees that during the term of this Agreement, Accenture may decide to undertake any other projects with third parties akin to the present Project and make funding to other charitable activities. Grantee shall have no objections to the same at any time.
26. **Assignment:** Accenture's rights, benefits and/or obligations under the Agreement may be assigned or novated (as appropriate) to its successors or assigns, or to any Accenture Affiliate including its holding and subsidiary companies. Grantee undertakes that should Accenture or any member of the Accenture Group need to execute a novation rather than an assignment, to an entity contemplated in paragraph above, Grantee shall execute a deed of novation to affect such a novation. For the purposes hereof, "Accenture Group" means Accenture PLC and "Accenture Affiliates" means any entity, whether incorporated or not, that is controlled by or under common control with Accenture PLC, and "control" or variants of it shall mean the ability whether directly or indirectly to direct the affairs of another by means of ownership, contract or otherwise.
27. **Dispute Resolution and Governing Law:** All disputes and differences shall be resolved in an amicable manner by the Parties. If Parties fail to resolve any disputes or differences amicably within fifteen (15) days of receipt of notice of such dispute or difference, then such dispute or difference will be referred to adjudication by arbitration. Arbitration proceedings shall be conducted by one (1) Arbitrator to be appointed by Accenture whose decision shall be final and binding on the Parties. Arbitration will be conducted in Bangalore. This Agreement shall

constitute the full understanding between the parties and shall be governed by the laws of India and the courts of Bangalore.

28. **Code of Business Ethics:** Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Grantee hereby understands, represents and agrees that it has read and will comply with the Accenture Code of Business Ethics, as well as obligations identified therein, including promptly reporting unlawful, fraudulent or unethical conduct. Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting such conduct. A copy of the Accenture Code of Business Ethics can be found at the following address: <http://www.accenture.com/us-en/company/governance/ethics-code/Pages/index.aspx>
29. **General Anti Corruption Laws:** Grantee covenants to comply with all applicable laws, ordinances and regulations, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-corruption laws, anti-competition laws, and export compliance laws. Grantee will not take any action, or fail to take any action, that would result in Accenture violating any such law, rule, ordinance or regulation. Grantee agrees to execute the Certification of Acknowledgement and Compliance, a copy of which is attached hereto as Attachment A (the "**Certification**"), at the time of entering into this Agreement.

**ACCEPTED AND AGREED TO BY:**

<b>Accenture Solutions Private Limited</b>  Ms Kshitija Krishnaswamy Managing Director, Corporate Citizenship Accenture India	<b>WinVinaya Foundation</b>  Mr Sivasankar Jayagopal Founder- Chairman
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## **ATTACHMENT A – COMPLIANCE CERTIFICATION**

### **U.S. FOREIGN CORRUPT PRACTICES ACT AND INTERNATIONAL ANTICORRUPTION COMPLIANCE ACKNOWLEDGEMENT AND CERTIFICATION**

In connection with the Grant, the undersigned Grantee, which for purposes of this Certification includes its owners, directors, officers, employees, representatives, partners, and agents:

1. Has not (other than to the extent disclosed to Accenture in writing in connection with this Certification) and will not violate the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or other applicable anti-corruption and anti-money laundering laws (collectively “the Anticorruption Laws”), or otherwise offer or give money or anything of value to any person, in order to obtain or retain business for the benefit of Accenture or Grantee, or to secure any other improper advantage for Accenture or Grantee;
2. Will not submit any false or inaccurate invoices to Accenture or otherwise falsify any documents related to Accenture, and will submit true and adequate documentation at first request;
3. Will not provide any gifts, meals, or entertainment to, or pay for the travel expenses of, any third party without the advance written approval of Accenture, and any such expenses shall comply with all applicable laws as well as the internal policies of the recipient’s employer;
4. Will promptly notify Accenture in writing in the event that Grantee fails to comply with the provisions of this Certification;
5. To the best of its knowledge has not, and will not enter into any actual or potential, interest in conflict with Accenture or with the services that would: (i) affect Grantee’s performance in the delivery of the services; (ii) affect any other aspect of the engagement letter; (iii) violate any law or regulation; or (iv) create any appearance of impropriety; and,
6. Agrees that in the event that Accenture has a good faith belief that there has been a breach of this Certification, Accenture may terminate its Agreement with Grantee immediately upon written notice and without penalty.

To report a serious concern, please call the Accenture Business Ethics Line at +1 312 737 8262, available 24 hours a day, seven days a week (you can reverse the charges) or visit the encrypted website at <https://businessethicsline.com/accenture>.

Grantee represented by: Mr Sivasankar Jayagopal

Signature:

Print Name: Mr Sivasankar Jayagopal

Date: