

## ACCENTURE UNITED STATES SEPARATION BENEFITS PLAN

### SEPARATION AGREEMENT (GENERAL RELEASE AND WAIVER OF CLAIMS)

\_\_\_\_\_, 202\_.

As discussed, your employment with Accenture LLP or its Affiliate (“Accenture”) will be terminated. You will be paid your regular salary or wages (including any approved overtime) through the effective date of your termination of employment, as well as any paid-time off due in accordance with Accenture’s policies. To mitigate your employment loss, you will be eligible for Separation Benefits as provided in the Accenture US Separation Benefits Plan, as amended from time to time (the “Plan”), supplemented as set forth in this Agreement, if you submit a signed copy of this letter (the “Agreement”) to Accenture by the deadline specified below (and do not revoke this Agreement) and otherwise comply with all the terms and conditions of the Plan. You have also received a copy of the Plan, which serves as both the summary plan description for the Plan and the official Plan document.

The terms and conditions of this Agreement are set forth below. Your eligibility for the benefits set forth herein is subject to: your timely execution and non-revocation of this Agreement; your compliance with the terms and conditions of the Plan and with your other agreements with Accenture, including those regarding non-solicitation, confidentiality, and intellectual property; and your returning to Accenture all Accenture property and to client all client property (in both cases, “property” includes, but is not limited to, building keys, credit cards, document and records, confidential information, identification cards, office equipment, portable computers, mobile phones, parking cards, computer drives) by no later than your Termination Date, or such later date as expressly agreed to by Accenture.

Accenture is offering you the opportunity to receive Separation Benefits under the Plan in exchange for signing a general release and waiver of claims and the other terms and conditions set forth in this Agreement. If you accept the terms and conditions set forth below and want to enter into a binding agreement with Accenture, you must sign and date this Agreement where indicated and return it in its entirety to Accenture by Adobe Sign no later than forty-five (45) days after the date you receive the Agreement using the appropriate contact information listed below. If you fail to timely return the executed Agreement or you revoke the Agreement, you will not be entitled to any Separation Benefits under the Plan.

## **1. SEPARATION BENEFITS**

In consideration of your acceptance of all of the terms and conditions of this Agreement, Accenture will provide you with Separation Benefits under the Plan, as well as an increased Health Care Continuation Payment, as described and summarized in the table below if you satisfy the eligibility requirements and all of the other conditions of the Plan. Please note that capitalized terms used in this Agreement are defined in the Plan. Separation Benefits under the Plan consist of Separation Pay (including, if applicable, a Health Care Continuation Payment) and an Outplacement Benefit.

### **Separation Pay**

Your Separation Pay consists of (1) a benefit determined by your management level and your Years of Service as of the Termination Date, and (2) if you are a participant in the Active Medical Plan immediately prior to your Termination Date, a Health Care Continuation Payment, provided that you elect COBRA Continuation Coverage or Retiree Plan Coverage, as applicable, within 60 days following your Termination Date, and Accenture has confirmed enrollment and that you have paid the applicable premium. The value of the Health Care Continuation Payment is based on the amount you are required to pay for COBRA Continuation Coverage or Retiree Plan Coverage for the applicable time period, which means that the total amount payable to you will be reduced for any COBRA subsidies provided to you, or on your behalf, by Accenture outside of the Plan and this Agreement.

In all cases, any Separation Pay payable to you under the Plan, as well as supplemental amounts payable under this Agreement, will be reduced dollar for dollar by any amount required to be paid to you by the federal Worker Adjustment and Retraining Notification (WARN) Act and/or any state or local law that is similar to the federal WARN Act.

### **Outplacement Benefit**

The Outplacement Benefit provides you with a period of time from 1 to 6 months (depending on your management level, set forth in the table below) during which you will have access to professional outplacement services provided by an outside firm selected by Accenture. If you are eligible for these services, you will receive separate, detailed information about the services and it is your responsibility to enroll in the available professional outplacement services; enrollment is not automatic. You may enroll in the Outplacement Benefit after you submit your signed Agreement and the respective Revocation Period (as defined below) has expired. To receive the Outplacement Benefit, you must enroll no later than sixty days following the later of your Termination Date or the expiration of the Revocation Period. You will not receive cash in lieu of the Outplacement Benefit.

Subject to the terms of the Plan, your Separation Benefits are as follows:

Separation Benefits			
Management Level	Separation Pay		Out-placement Benefit
	Severance	Health Care Continuation Payment	
Level 5-6	2 weeks of Base Pay for each complete Year of Service (rounded down to last complete Year of Service)  <u>Minimum Benefit 4 weeks</u> <u>Maximum Benefit 20 weeks</u>	Total number of weeks of Base Pay you receive as your Severance; rounded up to next complete month	6 months full program
Level 7	Same as above	Same as above	3 months full program
Level 8-13	1 week of Base Pay for each complete Year of Service (rounded down to last complete Year of Service)  <u>Minimum Benefit 2 weeks</u> <u>Maximum Benefit 20 weeks</u>	Same as above	1 month full program

If you (1) are receiving short-term disability wage replacement as of your Termination Date, (2) were scheduled to begin receiving short term disability wage replacement no later than thirty days following your Termination Date, or (3) submitted a request for, but have not yet begun, maternity leave and/or parental leave under Parental Leave: Birth, Adoption and Surrogacy Policy (1491) as of your Termination Date, you should consult the Plan which describes additional Separation Pay which may apply to you.

Unless otherwise required by law, the portion of your Separation Pay that is not the Health Care Continuation Payment generally will be paid on the next regular payroll date that follows the date the applicable Revocation Period expires (or as soon as administratively practicable thereafter in accordance with Accenture's payroll procedures). The Health Care Continuation Payment, if applicable, will be paid to you in a lump sum on the next regular payroll date after Accenture has confirmed your enrollment in COBRA Continuation Coverage or the Retiree Plan, as applicable. It is your responsibility to determine whether enrollment in COBRA Continuation Coverage or the Retiree Plan is right for you. If you are eligible for Medicare, even if you are not enrolled in Medicare, your COBRA Continuation Coverage or Retiree Plan Coverage, as applicable, will pay secondary to Medicare, which means that amounts that are or would be payable under Medicare are not covered under COBRA Continuation Coverage or the Retiree Plan. For more information regarding COBRA Continuation Coverage and Retiree Plan Coverage, please contact the Accenture Benefits Center at 1 (877) 332-2242 weekdays between 9 a.m. and 5 p.m. (Central Time).

If you die before receiving full payment of your Separation Pay, such amounts shall be paid to your estate. All legally required taxes will be deducted from your Separation Pay. Any amounts you owe to Accenture may be deducted from your Separation Pay, unless prohibited by applicable law.

## **2. RE-EMPLOYMENT**

After your Termination Date, if you accept a job offer from Accenture – or, as a result of an exception to Policy 1420, you become a Contractor with Accenture – and the date you begin employment or the contracting engagement (the “Start Date”), occurs prior to expiration of the Separation Pay Period, your entitlement to Separation Benefits will be affected as follows:

- ***Start Date Prior to Payment*** - If your Start Date occurs before your Separation Pay has been paid to you, your Separation Pay will be reduced to an amount equal to the number of weeks that passed from your Termination Date to your Start Date, and you will not be entitled to the Outplacement Benefit.

- ***Start Date After Payment*** - If your Start Date occurs after your Separation Pay has been paid to you, you must repay to Accenture a prorated amount of your Separation Pay within 15 days following your Start Date, but not the cost of the Outplacement Benefit. The amount of your Separation Pay you are required to repay is equal to the total number of weeks represented by your Separation Pay less the number of weeks that passed from your Termination Date to your Start Date. Accenture, in its sole discretion, reserves the right to decide not to require repayment.

## **3. GENERAL RELEASE AND WAIVER OF CLAIMS**

As a material inducement to Accenture to enter into this Agreement and as part of the consideration for the Separation Benefits offered to you, to which you agree you are not otherwise entitled, you are expressly agreeing to the general release and waiver of claims in this Section 3 (the “General Release and Waiver of Claims”). Under this General Release and Waiver of Claims, you hereby forever release, waive and discharge Accenture LLP, its parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and all of their respective present and former directors, officers, partners, employees, representatives, fiduciaries, attorneys and agents (“Released Parties”) from any and all claims of any nature whatsoever, known or unknown which you now have, or at any time may have had, against the Released Parties up to and including the date you sign this Agreement (“Claims”). This General Release and Waiver of Claims includes, without limitation, any Claims related to your employment, your activities on behalf of Accenture and its predecessors, parents, subsidiaries, divisions and affiliates, the termination and layoff of your employment, Claims of wrongful discharge, Claims for the payment of any salary, wages, bonuses and commissions, Claims of discrimination or harassment under the common law or any federal or state statute (including, without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Older Workers Benefit Protection Act, all as amended), Claims relating to the Company’s intellectual property, confidential and proprietary information and trade secrets, Claims of misrepresentation, Claims of detrimental reliance, and all other statutory, common law or other Claims of any nature whatsoever. This General Release and Waiver of Claims does not apply to any Claims concerning a breach of this Agreement, any Claims arising after you sign this Agreement, or any Claims that cannot be waived as a matter of law.

With respect to the Claims you are waiving herein, you are waiving your right to receive money or other relief in any action instituted by you or on your behalf by any person, entity or government agency, provided, however, that you shall not be prohibited from applying for or accepting an award in connection with reports of possible securities law violations. Nothing in this Agreement shall limit the rights of any government agency or your right of access to, cooperation or participation with any government agency, including without limitation, the United States Equal Employment Opportunity Commission or the Securities and Exchange Commission.

*For California employees only:* You expressly waive any benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

#### **4. WAGE PAYMENT**

Except as noted in the following sentence, you agree that you have been paid for all salary, wages, bonuses, commissions and other forms of compensation due to you as of the date you sign this Agreement. As noted above, you will be paid your regular salary or wages (including any approved overtime) through your Termination Date, as well as any paid-time off due in accordance with Accenture's policies and any bonuses or commissions required to be paid to you under the terms of the applicable plan or program.

#### **5. ENTIRE AGREEMENT**

This Agreement constitutes the full understanding and entire Agreement between you and Accenture concerning this subject matter and supersedes any other agreements of any kind, whether oral or written, formal or informal concerning the subject matter of this Agreement, provided however, that you shall remain bound by and must comply with any continuing obligations to Accenture regarding non-solicitation, confidentiality and intellectual property, and you must continue to comply with Accenture's policies with respect to intellectual property and confidentiality.

#### **6. SEVERABILITY**

You agree that, to the extent any portion of the General Release and Waiver of Claims may be held to be invalid or legally unenforceable by an agency or court of competent jurisdiction, the remaining portions of this Agreement and its General Release and Waiver of Claims shall not be affected and shall be given full force and effect.

#### **7. HEADINGS**

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

## **8. MISCELLANEOUS**

This Agreement is binding upon and shall inure to the benefit of you, your heirs, administrators, representatives and executors and upon the successors and assigns of Accenture. You and Accenture agree that the failure of either party at any time to require performance of any provision of this Agreement shall not affect, diminish, obviate or void in any way either party's full right or ability to require performance of the same or any other provisions of this Agreement at any time thereafter. In the event of any conflict between this Agreement and the terms of the Plan, the terms of the Plan shall control.

## **9. NOTICE AND RIGHT TO CONSIDER**

By signing this Agreement you acknowledge that:

- (a) Among the claims you are releasing as set forth in paragraph 4 are any claims that you may have had under the Age Discrimination in Employment Act, as amended, arising on or before the date of this Agreement;
- (b) You are advised in writing to review this Agreement with an attorney of your choice before signing this Agreement;
- (c) You have thoroughly reviewed and understand the effect of this Agreement and its General Release and Waiver of Claims before signing below;
- (d) You are knowingly and voluntarily entering into this Agreement;
- (e) You have been given at least forty-five (45) days from the date you receive the complete Agreement, including Attachment A, (the "Consultation Period") to complete your review and sign it and that if you sign this Agreement prior to the expiration of the forty-five (45)-day period your decision to do so is knowing and voluntary and is not induced by Accenture through fraud, misrepresentation, or a threat to withdraw or alter the offer of Separation Benefits prior to the expiration of the Consultation Period, or by providing different terms to employees who sign such an agreement prior to the expiration of the Consultation Period;
- (f) You understand that you also have seven (7) days, or such longer period below if you work in Minnesota, following your execution of this Agreement to change your mind and revoke it (the "Revocation Period"). You may revoke this Agreement by submitting a written notice of revocation to the Accenture Exit Services Team by email to [AccNA.Exits.Team@accenture.com](mailto:AccNA.Exits.Team@accenture.com) or facsimile to 312.737.9391, no later than seven (7) days after the date you sign this Agreement. This Agreement will not become valid or enforceable until the Revocation Period has expired.; and
- (g) *For employees who work in Minnesota:* In accordance with Minn. S.A. § 363.031, you shall have fifteen (15) days from the date you sign this Agreement to change your mind and revoke it, and for purposes of this agreement, "Revocation Period" means fifteen (15) days after the date you sign this agreement. You may revoke this Agreement by submitting a written notice of revocation to Accenture by email or facsimile (as directed in paragraph (f) above) no later than fifteen (15) days after the date you sign this

Agreement. This Agreement will not become valid or enforceable until the fifteen (15)-day Revocation Period has expired.

Attachment A to this Agreement contains a description of (i) any class, unit or group of individuals covered by the program of Separation Benefits which Accenture has offered to you, any eligibility requirements for such program, and any applicable time limits regarding such program; (ii) the job titles and ages of all individuals eligible or selected for such Separation Benefits; and (iii) the ages of all individuals in the same job classification or organizational unit who are not eligible or who were not selected for such Separation Benefits.

#### **10. ACKNOWLEDGEMENT**

By signing this Agreement you agree and acknowledge that you have not relied upon any promise, inducement, representation or statement, whether oral or in writing, made by Accenture or Accenture's agents, representatives or attorneys with regard to the subject matter, basis, or effect of this Agreement, except as expressly set forth in this Agreement. By signing this Agreement, you acknowledge and agree to comply with your continuing post-departure obligations to Accenture (or an Affiliate), including but not limited to those relating to non-solicitation, confidentiality and intellectual property.

Nothing in this Agreement is intended to prohibit you (with or without notice to Accenture) from reporting violations of U.S. federal or state laws or regulations to a relevant government agency or from making disclosures that are protected under U.S. federal and state whistleblower laws and regulations.

*For California employees:* Nothing in this agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

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If you wish to enter into this Agreement with Accenture, please sign and date below and return it to Accenture within the time period and as directed on the first page and in paragraph 9 of this Agreement.

We thank you for your service to Accenture and wish you the very best in the future.

Sincerely,



Katherine L. Clifford  
Executive Director HR – North America

**I have reviewed the Agreement in its entirety. I understand its contents. I voluntarily agree to all of the terms and conditions of the Agreement.**

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

Employee print name: \_\_\_\_\_

Employee personnel number: \_\_\_\_\_

DRAFT