

## TERMS OF EMPLOYMENT

Your employment for Accenture Solutions Private Limited ("Company" or "Accenture") will be governed by Company's policies, as modified, from time to time and at Company's sole discretion, upon notice to you. The terms and conditions contained herein ("Terms of Employment") must be read in conjunction with Company policies. Any policy infraction will amount to breach of your terms of employment and may lead to termination of your services. These Terms of Employment and policies shall be subject to modifications, from time to time, upon notice to you.

### 1. Probation

#### 1.1 If your career level is 5 to 11

- 1.1.1 You shall be on probation for a period of one hundred and eighty (180) calendar days from the effective start date of your employment with Company. Company may, in its sole discretion, at any time extend this period of probation for an additional period upto sixty (60) calendar days upon notice to you.
- 1.1.2 Unless otherwise communicated to you by Company, the probation period shall expire one hundred and eighty (180) calendar days after your effective start date, unless the probation period is extended upto an additional sixty (60) calendar day period, in which case, the probation period shall expire after a maximum of two hundred forty (240) calendar days after your effective start date.
- 1.1.3 Notwithstanding anything contained herein, during your probation period, Company may terminate your employment upon thirty (30) calendar days notice to you or by paying your monthly gross salary in lieu of giving such notice, with or without cause, and with or without stating any reasons whatsoever.
- 1.1.4 If you desire to terminate your employment during the probation period, you shall provide Company thirty (30) calendar days prior written notice with reasons for such termination.

#### 1.2 If your career level is 12 or 13

- 1.2.1 You shall be on probation for a period of three hundred sixty five (365) days from the effective start date of your employment with Company. Company may, in its sole discretion, at anytime extend this period of probation for an additional period upto sixty (60) days upon notice to you.
- 1.2.2 Unless otherwise communicated to you by Company, the probation period shall expire three hundred sixty five (365) days after your effective start date, unless the probation period is extended upto an additional sixty (60) day period, in which case, the probation period shall expire after a maximum of four hundred twenty five (425) days after your effective start date.
- 1.2.3 Notwithstanding anything contained herein, during your probation period, Company may terminate your employment upon thirty (30) calendar days' notice to you or by paying your monthly gross salary in lieu of giving such notice, with or without cause, and with or without stating any reasons whatsoever.
- 1.3 If you desire to terminate your employment during the probation period, you shall provide Company thirty (30) calendar days prior written notice with reasons for such termination.

### 2. Employee screening

- 2.1 You acknowledge and agree that Company has offered you employment based on the specific information and records furnished by you or on your behalf. You will provide or arrange to provide any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If, at any time, Company believes, in its sole discretion, that there is a discrepancy

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or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

### **3. Duties**

- 3.1 The roles, responsibilities and duties appropriate to your designation or your employment, will be specified by Company from time to time. Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. Further, at anytime, you may be required to provide services, directly or indirectly, to Company and its affiliates and their employees, contractors and clients.

### **4. Hours of Work**

- 4.1 A working day shall comprise nine (9) hours, irrespective of shifts, and a break for an hour.
- 4.2 You maybe required to work on a shift basis. Shifts maybe scheduled across twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty-five (365) days a year, subject to applicable laws. Company may, at any time and in its sole discretion, change the shift timings upon notice to you.
- 4.3 Company may at any time, in its sole discretion, require you to work beyond nine (9) hours a day upon notice to you.
- 4.4 Out of business requirement, you may be required to work out of our client's office/site within India. During such a deployment you will be required to align your daily working hours and/or regular work week as per the client's working norms.

### **5. Place of Employment**

- 5.1 You acknowledge and agree that you may be assigned, transferred or deputed to offices, departments or units of Company and/or its affiliates and/or their contractors and clients, whether in India or abroad. In the event of any such assignment, transfer or deputation, you may be required to consent to and/or agree to certain other agreements or policies applicable to such an assignment, deputation or transfer.
- 5.2 In the event of any assignment, transfer or deputation of your services, your salary and other benefits may be adjusted in accordance with Company's policies with respect to such an assignment, transfer or deputation.

### **6. Travel and Expenses**

- 6.1 You may be required to travel, whether in or around India or overseas, in connection with your employment with Company upon short notice to you. While traveling for work, your expenses and costs in connection with such travel and any other expenses incurred by you during the course of your employment will be reimbursed in accordance with the current travel and expense policy of Company. You are expected to keep your passport valid at all times.

### **7. Salary and Benefits**

- 7.1 Your compensation will be reviewed on an annual basis and your salary maybe adjusted, depending upon various factors, including your performance during the preceding performance period.
- 7.2 Notwithstanding the above, you acknowledge that it is Company's policy to review the compensation

payable to its employees for successive years and such compensation may be higher or lower than the compensation received for the previous year depending on various factors, including the overall performance of the Company.

- 7.3 Unless otherwise provided by Company, your salary shall be paid in monthly installments and in arrears. The total amount issued will be your salary less any statutory, standard, permissible or elected deductions or set-offs applicable to your employment.
- 7.4 In addition to your salary, you may receive other benefits, as applicable under the Company's benefits or similar policies. Company may, upon notice to you, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The compensation and/or benefits offered to you by the Company may be pro-rated depending on your effective start or effective termination date.

## 8. Statutory and Other Benefits

- 8.1 Company will provide you coverage under the disability, health and/or life insurance policies as is available pursuant to Company's benefits policies. Filling nomination forms and completing related nomination formalities for various statutory and other benefits is a mandatory Company process. You agree to comply with the process and adhere to the timelines as communicated at the time of joining or anytime during your employment with the Company.
- 8.2 Under applicable laws, you may be able to participate in schemes sponsored by the Government of India and any relevant state governments. On being covered under any of these schemes, Company may, at any time and in its sole discretion, deduct from your salary, upon notice to you, portion of any contributions payable by you under the schemes.

## 9. Leave Policy

- 9.1 Company's leave policy shall apply to your employment and may be modified by Company at any time, in its sole discretion, upon notice to you.

## 10. Termination

- 10.1 Your employment shall terminate immediately:
- 10.1.1 When you reach the age of sixty (60) years;
- 10.1.2 **If career level is 5 to 12:** Upon Company giving you ninety (90) calendar days notice of termination for any reason, with or without cause; Company may, in its sole discretion, terminate your employment immediately by paying your monthly gross salary in lieu of giving you such notice; and/or
- 10.1.3 **If your career level is 13:** Upon Company giving you thirty (30) calendar days notice of termination for any reason, with or without cause; Company may, in its sole discretion, terminate your employment immediately by paying your monthly gross salary in lieu of giving you such notice; and/or
- 10.1.4 Upon Company's notice to you, if you are in breach of any of the terms contained herein or any of the Company's policies and you have failed to cure such breach within thirty (30) calendar days of notice of such breach.
- 10.2 Company may terminate your employment immediately, with or without notice, on the occurrence of:
- 10.2.1 Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;

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- 10.2.2 Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- 10.2.3 Involvement in any act of moral turpitude.
- 10.3 **If your career level is 5 to 12:** You may at any time terminate your employment by giving the Company ninety (90) calendar days prior written notice. Upon you providing such notice, approval of any request for early release and/or any kind of waiver will be granted at the sole discretion of the Company and will be subject to terms and conditions of the Company, including and not limiting to the recovery in lieu of notice period not served.
- 10.4 **If your career level is 13:** You may at any time terminate your employment by giving the Company thirty (30) calendar days prior written notice. Upon you providing such notice, approval of any request for early release and/or any kind of waiver will be granted at the sole discretion of the Company and will be subject to terms and conditions of the Company, including and not limiting to the recovery in lieu of notice period not served.

## 11. Consequences of termination

- 11.1 Upon termination or expiration of your employment, for any reason, or as otherwise requested by Company, you will return to the Company:
- 11.1.1 Any property belonging to the Company, that is in your possession, custody or control, including but not limited to laptop computer, software, mobile phone, identity card, access card and other devices with details of any passwords or user ids installed therein; and
- 11.1.2 All Confidential Information and any Work Product, including any documents and information, and any other documents or any written or machine readable material relating to the business and affairs of the Company or third parties that you have obtained access to by virtue of your employment with the Company, of whatever description or in whatever form, tangible or intangible, in your possession, , custody or control together with copies, notes or summaries of such documents and your own working papers which are derived of or based on such documents or work product.
- 11.2 After termination or expiration of your employment, you shall not make any representations to any third person, entity or corporation for or on behalf of the Company, including use of the name of the Company or the logo of the Company. You shall also inform all concerned parties, as well as update all your professional references or social media accounts, including but not limited to your LinkedIn and Facebook profile, to reflect that you are no longer associated with the Company in any capacity whatsoever
- 11.3 During your employment, and thereafter, you shall not make any adverse written or oral statement or take any action, directly or indirectly, which you know or reasonably should know to be disparaging or negative concerning the Company publicly (including on any form of social media) or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements be made which you know or reasonably should know to be disparaging or negative concerning the Company, or from urging or influencing any person to make any such statement.

- 11.4 Upon termination or expiration of your employment, for any reason, amounts due or payable, from, or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.
- 11.5 Upon termination or expiration of your employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training.
- 11.6 Any termination of employment or these Terms of Employment by Company shall be without any further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.
- 11.7 Company, in cases of data theft, failure to return company property and/or compromise of company confidential information, or any other violation of your obligations under this clause 11, non-settlement of monetary dues, by the employee, shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding your employment hereunder.

## 12. Mode of Communication

- 12.1 Other than general notices, which may be intimated by e-mail, general notice, announcement on the Company's web site, bulletin e-mail, bulletin boards and other similar postings, notices will be provided to you in person, by email or by post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

## 13. Confidentiality

- 13.1 You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of Company and its affiliates and their employees, contractors and/or clients. At anytime during the term of your employment, you agree to execute non-disclosure or similar agreements required by the Company and its affiliates and their employees, contractors and/or clients with respect to such Confidential Information.
- 13.2 During the term of your employment and thereafter, you shall:(a) hold the Confidential Information in the strictest confidence; (b) not make known, communicate, share, provide access to, transfer, disclose, reproduce, distribute or use or attempt to use, reproduce, distribute or disclose, or otherwise make available, the Confidential Information, at any time, either during or after your employment with the Company, except as expressly permitted in writing by the Company and solely for the purpose of performing your assigned duties for the Company for which such Confidential Information was disclosed to you and you shall also use your best endeavours to prevent any other person from doing so;(c) not disclose or divulge, share, provide access to, transfer or otherwise make available the Confidential Information to or for the benefit of any third person or entity, except to partners, employees or other authorized agents of the Company, to the extent you must do so to perform your assigned duties for the Company, without the prior written authorization of the Company and you shall also use your best endeavours to prevent any other person from disclosing or divulging such Confidential Information; (d) give prompt notice to Company of any actual or attempted unauthorised use or disclosure of the Confidential Information; and (e) return the Confidential Information, including any copies or reproductions, at Company request or upon termination of your employment and you shall cease all use of any Confidential Information and Accenture Works (as defined in the next section), and you shall promptly, at Company's option, deliver to the Company or delete all originals and copies of any Confidential Information in any form or medium in your possession or control (including any of the foregoing stored or located in your office, home, laptop, tablet computer, smartphone, storage device or any other device that is not Company property or is not returned to Company) and shall notify and fully cooperate with the Company regarding the delivery or deletion of any other Confidential Information of which you are aware. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive relief, claim damages (liquidated or unliquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon a potential,

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threatened or actual breach of this Section by you, including in the event where you take up or attempt to take up employment with or act or attempt to act as consultant or contractor to, any person, who may be a competitor of Company, or take up or attempt to take up employment or contract with any person in a manner that may result in disclosure or misuse of Confidential Information. You agree that any threatened or actual breach of this Section by you is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by damages, and if the Company chooses to enforce its right to obtain an injunction from a court restraining such a breach or threatened breach, or specific performance of the provisions of this Section, you hereby waive the adequacy of a remedy at law as a defence to such relief. Company's right under this clause is notwithstanding any other right available to the Company under these Terms of Employment or otherwise.

- 13.3 "Confidential Information" means any proprietary or confidential information, work product (whether produced by you or other resources of the Company or provided to you by Company or on Company's and its affiliates' and their employees', contractors' and/or clients' behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or know-how, in any media of Company, its affiliates and their employees, contractors and/or clients, and any other information concerning the business of the Company, its affiliates, or any of their dealings, transactions and affairs or any information concerning any of their suppliers, agents, distributors or customers which you possess, make or discover during your employment with the Company, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, Work Product or deliverables, computer programs and documentation, contractor, customer or client lists, software, developments, inventions, processes, formulas, technology, drawings, engineering plans, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information and internal publications. Confidential Information shall not include information which is publicly available.

#### 14. Intellectual Property

- 14.1 You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registerable or not, arising or Created (defined below) as a result of the development of and/or the application of any tangible or intangible work product or materials and/or have been Created (defined below) with the use of any equipment, supplies, facilities or other resources, trade secrets or other proprietary or Confidential Information of Accenture ("Accenture Works") produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, software, databases, systems, applications, presentations, training materials, reports, results of research or development, textual works, content, artwork, graphics or audiovisual materials, any invention, design, discovery, improvement, computer program, documentation, or other material ("Work Product") which you conceive, discover, reduce to practice, design, develop, contribute to, improve, invent or create ("Create") during or in consequence of employment hereunder shall belong and shall be owned exclusively by the Company. You hereby convey ownership in such rights, title and interest to Company and its affiliates upon inception or development.
- 14.2 All Work Product shall constitute a work(s) made for hire under all copyright acts and you shall promptly and fully disclose all Work Products Created by you that are relevant to or implicated by your work at the Company together with any information reasonably requested by the Company to determine whether the Work Product is Accenture Works. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign, transfer and convey all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights and other intellectual

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property rights and all rights, if any, under other laws) in such Work Product to Company and its affiliates. You shall have the burden of proving that any Work Product Created by you that are relevant to or implicated by your work at the Company are not Accenture Works. You retain no rights to use the Work Product and agree not to challenge the validity of Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to Accenture or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Accenture and its affiliates and their employees, contractors or clients with respect to such rights and grant to Accenture

- 14.3 You and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub-licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will immediately deliver to Company all Work Product, including any parts or copies thereof completed, Created and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, either during or after the termination of employment hereunder maintain records, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957). You agree to maintain any records, execute any further documents and take any further actions requested by the Company to assist it in validating, effectuating, maintaining, protecting, enforcing, assigning, perfecting, recording, patenting or registering any Accenture Works or related intellectual property rights. In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company and its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts including in relation to any government authorities or agencies, with the same legal force and effect as if executed by you.
- 14.4 "Prior Works" are Work Product that you have created prior to your employment with the Company. You agree that you will not incorporate any portion of any Prior Works into or use any Prior Works in any work you may undertake as part of your employment at the Company. If, notwithstanding the foregoing, you incorporate or use any Prior Works in any work as part of your employment at the Company, you hereby grant to the Company (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 Company's current and future business. If you own any Prior Works that are relevant or related to your work or employment duties at the Company, you have disclosed a description of such items on Exhibit A.
- 14.5 You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. You will not, while employed by the Company, use or disclose any proprietary information, intellectual property, Confidential Information or trade secrets of any former employers or other third parties and you will not store on any Company device or bring onto the premises of the Company any documents (regardless of the media on which those documents are contained) or any property belonging to your former employers or other third parties unless consented to in writing by the relevant employer and/or third party. You shall indemnify, hold harmless and (at Company's request) defend the Company 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. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive relief or claim damages (liquidated or un-liquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon potential or actual breach of this Section by you. Company's right under this clause is notwithstanding any other right available to the Company under these Terms of Employment or otherwise.

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14.6 You shall comply with all relevant policies and guidelines of the Company regarding the protection of Confidential Information and intellectual property, including, without limitation, Accenture's Confidentiality Policy (AP 69), Intellectual Property Policy (AP 91) and Open Source Software Policy (AP 314). You acknowledge that Company may amend any such policies and guidelines from time to time, and that you remain at all times bound by their most current version. In the event that there is any conflict between the terms of any such policies and guidelines and the terms of this Terms of Employment, the latter will prevail.

## 15. Data Privacy Policy

15.1 Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as your spouse or children). Such data may be received from you, or from other sources, and some limited personal data maybe recorded directly or indirectly by internal security systems or by other means.

15.2 You acknowledge that you received, read and agree to Accenture's Data Privacy Statement. The Accenture's Data Privacy Statement explains how the Company will process your personal data in the course of, or in connection with, your employment with the Company.

15.3 You acknowledge that you will comply with the Company's Global Data Privacy Policy (AP 90) (the "Data Privacy Policy"), Confidentiality Policy (AP 69), and Data Management Policy (AP 1431) available on the Company's policies website on the Portal, and that you will comply with the obligations set out therein, which may be amended from time to time. If there is any inconsistency between the terms of a policy and the terms of this Agreement, the latter will prevail.

15.4 In this clause 15:

- (a) "Personal Data" means information relating to an identified or identifiable individual ("data subject"): an identifiable person is one who can be identified, directly or indirectly. This includes amongst others information which an Accenture entity holds in electronically processable form (for example, on a computer) or in a structured manual (paper) filing system,
- (b) Personal Data includes both the "Company Personal Data" (any personal data controlled by the Company, any affiliate or alliance entity, that is held and processed by the Company for its own business purposes) and "Client Personal Data" (any personal data controlled by a client, that is held and processed by the Company during the provision of services to a client).

15.5 In addition, you agree to comply with the Data Privacy Policy and all legal requirements in your treatment of any Personal Data held or otherwise processed by the Company or any affiliate or any alliance entity to which you have access in the course of, or in connection with your employment. In particular, you will not use, copy, disclose or retain Company Personal Data or Client Personal Data except in the proper and lawful performance of your duties and pursuant to the provisions of the Company's Data Privacy and Data Management policies (AP 90 and 1431) on the Company's policies website on the Portal and in accordance with all applicable legal requirements. You further agree to comply with the Client Data Protection Standards on the Client Data Protection Portal when applicable.

15.6 On termination of your Employment, or at any time at the Company's request, you will:

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- (a) hand over any information, files or deliverables containing Company Personal Data and Client Personal Data in a manner described by the Company;
- (b) remove any Personal Data or any private communications or information relating to you and your spouse/partner and dependents from the items to be returned under this clause 15.6, and
- (c) not retain or copy any Company Personal Data or Client Personal Data.

15.7 You agree that any breach by you of this clause 15 may not adequately be compensated by an award of damages and any such breach will entitle the Company, in addition to any other remedies available at law or in equity, to seek an injunction to restrain you from committing any breach (or continuing to commit any breach).

## 16. Non-Compete

16.1 During the term of your employment or these Terms of Employment, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, engage yourself in any activity or business which could result in direct or indirect competition with the business of the Company.

## 17. Warranties

17.1 You warrant that your employment Company will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party to.

17.2 You warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior the effective start date at the Company.

17.3 You hereby represent and warrant that you shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with yourself to Accenture, including any such documents or materials from your previous employer. To the extent you feel that your employment at Accenture would require you to bring any third party documents or materials to Accenture you shall not bring any such documents or materials unless you have taken all permissions/approvals from the third parties before accepting the offer from Accenture. You further represent and warrant that you have not and will not inappropriately, or attempt to, use or disclose any confidential or proprietary information obtained from a third party or otherwise. You agree and acknowledge that a breach of this provision shall entitle Accenture to terminate your services with immediate effect.

17.4 You warrant that you will comply with all of Company's policies and standards (including the Company's Code of Business Ethics) in effect from time to time and shall perform your services in a professional manner and in a manner consistent with the ethical and professional standards of Company or otherwise as applicable to the services provided by you hereunder.

17.5 You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully and rightfully perform the services as required hereunder

## 18. Indemnification

18.1 You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by or related to your breach of any of the provisions contained in this Terms of Employment.

## 19. General

19.1 These Terms of Employment and your employment is personal to you and you cannot assign, subcontract or transfer your obligations hereunder to any other person or entity. Accenture may assign these Terms of Employment, in part or whole, upon notice to you. No delay or failure by Accenture to exercise any of its powers, rights or remedies under these Terms of Employment will operate as a waiver of such powers, rights or remedies. If any provision of these Terms of Employment is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Terms of Employment shall not be affected. You shall not make any announcement concerning Company and its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients. These Terms of Employment will be construed in accordance with and governed by the Laws of India. These Terms of Employment, together with the offer letter (and any attachments thereto), are the exclusive and entire agreement between the parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

**I have read, understood and agree to the terms and conditions as set forth in these Terms of Employment. My acceptance is as of the day and year written below.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Employee ID: \_\_\_\_\_

Date: \_\_\_\_\_

Office Location: \_\_\_\_\_

#### **Exhibit A**

##### List of Prior Works