

MASTER CONTRACTOR SERVICES AGREEMENT

This Agreement #CYB-Cx-FY19(A)-30AUG2021 is entered into as of this 30 day of August, 2018 ("Effective Date"), by and between Accenture LLP, as a limited liability partnership with an office at 161 N. Clark Street, Chicago, IL 60601 ("Accenture"), and Cybersearch, an LTD with an office at _308 West Erie Chicago IL 60654 ("Company").

WHEREAS, Company is in the business of providing contract placement of professional personnel trained in performing computer technology and other services; and

WHEREAS, Accenture from time to time desires personnel trained in performing such services.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Company and Accenture agree to the following terms and conditions:

1. MASTER CONTRACTOR SERVICES FRAMEWORK, DEFINITIONS, COMPANY SERVICE(S).

1.1 AGREEMENT FRAMEWORK.

The parties intend for this Agreement to serve as a master agreement stating the terms and conditions of separate contracts between (i) Company and Accenture, and (ii) Company and each Affiliate (defined below), under which (a) Accenture may order Services for itself and (b) Affiliates may individually order same for their respective use and benefit. By executing an "Affiliate Addendum" to this Agreement (as provided in (Attachment B) Affiliates shall receive the same rights and benefits and undertake the same obligations as Accenture under this Agreement except as specified in the Agreement.

1.2 DEFINITIONS.

"Accenture Client" shall mean a client that desires to obtain services from Accenture and/or Affiliate from time to time, under a mutually executed agreement.

"Affiliate(s)" shall mean any entity, whether incorporated or not, that is controlled by or under common control with Accenture plc, a public limited company incorporated in Ireland and its successors, 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. From this point forward in this Agreement, a reference to "Accenture" shall mean Accenture and/or Affiliates except where Affiliate is expressly added or excluded for the avoidance of doubt. In the event of a sale, spin-off, divestiture or other similar corporate reorganization or restructuring ("Divestiture") where a Client Affiliate, business unit or other organization of Client no longer meets the definition of "Affiliate" ("Divested Affiliate"), for a period of up to twelve (12) months after the effective date of such Divestiture (the "Post-Divestiture Period"), such Divested Affiliate shall continue to have access and use of the Services and Deliverables provided under this Agreement during the Post-Divestiture Period.

"Company Worker/s" is defined as any person that Company provides to Accenture pursuant to this Agreement, regardless of whether such person is a W-2 employee of Company or its subcontractor or retained as an Independent Contractor by Company or its subcontractor.

"Company Employee" is defined as any Company Worker/s that is a W2 employee of Company or its subcontractor.

"Independent Contractor" is defined as any Company Worker/s that is an individual or business retained directly by the Company or its subcontractor, and can satisfy the definition of "independent contractor" under employment and tax laws. For purposes of this Agreement, Independent Contractors shall include any 1099 resource of Company or its subcontractor ("1099"), or any single shareholder corporations through which the shareholder is the only individual providing services to Company or its subcontractor ("Corp-to-Corp" or "C2C").

1.3 IDENTIFICATION OF SERVICES.

From time to time Accenture and/or Affiliate (as defined above) may make a request to Company for a Company Worker/s (as defined above) with certain technical, non-technical, administrative skills which include but are not limited to mailroom support, administrative assistance, legal, financial and professional skills to perform tasks as required by Accenture under this Agreement ("Services"). This Agreement shall not cover services provided to Accenture for services to Accenture's federal Clients. During the term of this Agreement, Company shall not, under any circumstances, actively seek work or market its

skills to Accenture. Any person that Company provides to Accenture pursuant to this Agreement, regardless of whether such person is a Company employee or a qualified Independent Contractor of Company or its subcontractor, shall be referred to as Company Worker/s. In response to any request from Accenture and/or Affiliate, for Company Worker/s, Company shall make good faith efforts to identify and assign appropriate personnel with such skills to perform such Services under this Agreement, each such assigned Company Worker/s being subject to Accenture and/or Affiliate approval. Company Worker/s will be assigned to perform Services at a location determined solely by Accenture and/or Affiliate based on their needs, including but not limited to, Accenture and/or Affiliate or Accenture Client's (defined above) office or work site, and Company Worker/s home. Qualified Independent Contractors shall not provide Services to Accenture under this Agreement for more than twelve (12) continuous months at a time. In the event a qualified Independent Contractor does provide Services to Accenture for a period of twelve (12) months, there must be a break of at least six (6) continuous months before such independent contractor can be re-assigned to an Accenture project.

2. TERM FOR SERVICES AND IDENTIFICATION OF COMPANY WORKER.

- a) Unless otherwise specifically agreed to by the parties hereto, the contemplated term of service of any particular Company Worker/s and the general nature of the services to be provided by a specific Company Worker/s shall be set forth via an Electronic Work Order or a SOW, as described below.

In most cases, the above terms for each Company Worker/s shall be set forth via a Fully Approved Electronic Work Order ("Electronic Work Order") processed via Accenture's Cx VMS Tool, as described in Section 29, below. An Electronic Work Order shall be considered "Fully Approved" when the requirements under Section 29(b) (Online Acceptance) have been fulfilled by Company.

In rare instances there may be terms and conditions for a specific project that cannot be addressed via an Electronic Work Order. In only these instances, a written and fully executed document taking the form of Exhibit A ("SOW") attached hereto shall be required, which will be subject to and incorporate by reference this Agreement. In all cases where a SOW is created, Accenture Procurement's US Subcontractor Category Lead or authorized delegate ("US Subcontractor Category Lead") must be involved in the approval and execution of the SOW.

To the fullest extent possible, the Agreement and any Electronic Work Orders and/or SOWs shall be interpreted so as to be consistent with each other. In the event of any inconsistencies between and among such documents hereto, or any modifications, whether in substance or import, with the exception of rate deviations, the order of precedence will be in the order listed below, in descending order with the controlling agreement listed first:

- **Exhibit C Flowdowns**
- **SOW***
- **Electronic Work Order***
- **Master Contractor Services Agreement**

*In the event there is a conflict in rates between a SOW, Electronic Work Order and the Agreement, the rules set forth in Section 4(a) of this Agreement shall apply.

- b) Company will make good faith efforts to identify and assign Company Worker/s who (i) have the technical, non-technical, and/or professional skills required by Accenture, (ii) are able to provide the kinds of services desired by Accenture, and (iii) who can provide such Services for the term set forth on the applicable Electronic Work Order and/or SOW. Company shall remove any Company Worker/s assigned by Company to Accenture pursuant to any Electronic Work Order and/or SOW attached to this Agreement upon notification by Accenture. At the request of Accenture, Company shall replace any such Company Worker/s with another Company Worker/s with the requisite technical, non-technical and/or professional skills to perform the scope of work set out on such Electronic Work Order and/or SOW, subject to the approval of Accenture.
- c) Changes to Electronic Work Orders and/or SOWs will be subject to the mutual agreement of Accenture and Company, and, if required, Accenture Client. Within 10 days of receiving notice from Accenture of a proposed change, Company shall provide Accenture with the estimated staff hours required to complete the change and any proposed price increase or decrease that would result from the proposed change, including justification. Subsequently, upon issuance by Accenture of an amended Electronic Work Order and/or SOW, Company shall proceed in accordance with the change.
- d) Any contacts with Accenture Client made by Company shall only be made with the full knowledge, prior concurrence and participation of Accenture. In no event shall Company engage in "lobbying" (as that term is defined under applicable

Federal, state and local laws and regulations) in connection with this Agreement. Any such lobbying by Company, as described in the preceding sentence, shall be a material breach of this Agreement and shall be grounds for termination by Accenture.

3. NO POWER TO ACT ON BEHALF OF ACCENTURE.

The parties hereto understand that neither party has authority to bind the other in any contractual arrangement with any third party.

4. RATE OF COMPENSATION.

a) Accenture shall compensate Company for the provision of such Company Worker/s at or below the rates agreed to by Accenture and Company as outlined in this Section 4 in its entirety. Such agreement regarding any one or more Company Worker/s shall be evidenced by an Electronic Work Order and/or SOW. Company acknowledges that the rates in this Section 4 are not-to-exceed rates. In no event will Company propose candidates to Accenture at rates above those outlined in this Section 4, even when an Accenture Hiring Manager (defined in Section 29(f)(ii)) offers a budgeted bill rate that is higher than the rates in this Section 4. In the event of a conflict between the rates specified in the Electronic Work Order and/or SOW and this Section 4, the following rules will apply:

i) If the rate in the Electronic Work Order and/or SOW is lower than the rate(s) in this Section 4, the rate in the Electronic Work Order and/or SOW shall govern.

ii) **If the rate in the Electronic Work Order and/or SOW is higher than the rate(s) in this Section 4, this is considered a pricing deviation ("Pricing Deviation") and the rate(s) in this Section 4 shall govern except when the Pricing Deviation is approved by the US Subcontractor Category Lead or delegate, defined as follows (an "Approved Pricing Deviation"):**

- (a) Accenture's US Subcontractor Category Lead or delegate must approve such Pricing Deviation in advance of a Fully Approved Electronic Work Order and/or the execution of an SOW.
- (b) Electronic Work Orders with Pricing Deviations must have Accenture's US Subcontractor Category Lead or delegate's approval attached to the Electronic Work Order via Accenture's VMS tool to be considered an Approved Pricing Deviation.
- (c) For SOWs with Pricing Deviations, Accenture's US Subcontractor Category Lead or delegate must be obtained via written or electronic signature to be considered an Approved Pricing Deviation.

Any Pricing Deviation, whether stipulated in an Electronic Work Order and/or SOW, is null and void unless such deviation is an Approved Pricing Deviation, and will not constitute a waiver of Accenture's rights under the Agreement.

b) Company shall not be entitled to any other compensation. It is expressly understood that Company shall have no interest in or claim to any billings by Accenture to its Accenture Clients for any services that may be generated in connection with the project hereunder.

c) DEFINITIONS.

i) **"Hourly Wage"** is defined as the hourly base pay (wage) paid to Company Worker/s by Company or its subcontractor, prior to any taxes, benefits, margins, and all other costs. In the event a Company Worker/s is paid an annual salary ("Annual Salary") by company or its subcontractor, the calculation to determine the Hourly Wage for such Company Worker/s is as follows:

$$\text{Annual Salary} / 2080 \text{ hours per year} = \text{Hourly Wage}$$

ii) **"Bill Rate"** is defined as the final bill rate charged to Accenture.

iii) **"Markup"** is defined as the total percentage (difference) between the Hourly Wage paid directly to a Company Worker/s by Company or its subcontractor and the final Bill Rate to Accenture. Markup includes all costs for Company Workers, paid by Company or its subcontractors, including but not limited to employer-paid taxes, employer-paid benefits (including but not limited to medical, vision, dental, disability, 401K), legally-required paid leave (e.g. paid sick leave, paid family leave, etc.), paid jury duty, recruiting costs, payroll costs, insurance costs, administrative costs and overhead. Markup also includes Company's margin and the margin of any and all subcontracting entities contracting directly or indirectly to Company for a given Company Worker.

Company shall not have Company Workers enter time in Accenture's VMS tool for legally-required paid leave, PTO, etc. This cost is included in the Markup and should not be billed separately.

- iv) **"Targeted Work Order"** or **"TWO"** is defined as an Electronic Work Order whereby Company and an Accenture manager directly communicate about and agree to onboard a candidate without going through the IQN competitive bidding ("Requisition") process, as described below.
- v) **"Requisitioned Work Order"** is defined as an Electronic Work Order whereby Company receives a request ("Requisition") from Accenture through IQNavigator with key information on the open role (e.g. job title, job description, level, location, start and end dates, etc.) and submits candidates against the Requisition in IQNavigator, competing against other companies for the fill.
- vi) **Benefited Company Employees.** For purposes of this Agreement, "Benefited Company Employees" are W2 Company Employees for whom Company or its subcontractor pays all statutory benefits as well as any usual and customary non-statutory medical benefits offered by Company or its subcontractor. To be considered a Benefited Company Employee, such Company Employee must receive employer-paid medical benefits that minimally comply with ACA standards. If Company or its subcontractor offers non-statutory benefits to a Company Worker/s, and such Company Worker/s does not accept these non-statutory benefits, such Company Worker/s shall be considered a Non-Benefited Company Employee, as defined below.
- vii) **Non-Benefited Company Employees.** For purposes of this Agreement, "Non-Benefited Company Employees" are W2 Company Employees for whom Company or its subcontractor pays all statutory benefits, but does not pay non-statutory benefits either as a result of the Company Employee choosing not to participate in Company's or its subcontractor's benefit program or because Company or its subcontractor did not offer a benefit program.
- viii) **Independent Contractors.** For pricing purposes, an "Independent Contractor" is an individual that can satisfy the definition of "independent contractor" under employment and tax laws; this includes any individual who is compensated as an independent contractor (*i.e.* on an IRS Form 1099 basis) by the Company or its subcontractor ("1099"), or any single shareholder corporations through which the shareholder is the only individual providing services to Company or its subcontractor.
- ix) **Company Sponsored Temporary Work Visa Contractors.** For purposes of this Agreement, **"Temporary Work Visa Contractors"** are workers for whom the Company or approved Subcontractor has sponsored a temporary worker visa for persons who want to enter the United States for employment lasting a fixed period of time, and are not considered permanent or indefinite.

- d) Company shall in all cases disclose the following to Accenture via the Electronic Work Order and/or SOW:
 - Hourly Wage paid to Company Worker/s by Company or its subcontractor;
 - Complete Markup percentage above such Hourly Wage; and
 - Bill Rate.

The Hourly Wage and Markup must be disclosed whether Company Worker is placed into a Rate Card Role or a non-Rate Card Role (defined in Section 4(f)).

- e) **Company Worker/s presented to Company by Accenture.**

In all cases in which Accenture presents a Company Worker as a candidate for Services under this Agreement or any Electronic Work Order and/or SOW, the pricing terms of this Section 4 (e) shall apply.

- i) **Payrolled Company Workers.** When Accenture presents a Company Worker/s to Company and such Company Worker has no current affiliation to another company or agency, for purposes of this Agreement such Company Worker/s shall be considered Payrolled Company Worker/s ("Payrolled Company Worker/s").
 - (a) **W2 Non-Benefited Payrolled Company Workers.** The Regular Time Bill Rate for W2 Non-Benefited Payrolled Company Workers directly employed by Company shall not exceed the amounts shown in the table below:

Company Employee Hourly Wage Rate:	The Regular Time Bill Rate for W2 Non-Benefited Company Employees shall not exceed:
Company Employee Hourly Wage Rate <\$50 (less than \$50 per hour)	1.16 times the Hourly Wage paid directly to Company Employee/s by Company for Non-Benefited Company Employee/s
Company Employee Hourly Wage Rate Between \$50-\$99.99	1.15 times the Hourly Wage paid directly to Company Employee/s by Company for Non-Benefited Company Employee/s
Company Employee Hourly Wage Rate => \$100	1.14 times the Hourly Wage paid directly to Company Employee/s by Company for Non-Benefited Company Employee/s

- (b) **W2 Benefited Payrolled Company Workers.** The Regular Time Bill Rate for W2 Benefited Payrolled Company Workers directly employed by Company shall not exceed the amounts shown in the table below:

Company Employee Hourly Wage Rate:	The Regular Time Bill Rate for W2 Benefited Company Employees shall not exceed:
Company Employee Hourly Wage Rate <\$50 (less than \$50 per hour)	1.20 times the Hourly Wage paid directly to Company Employee/s by Company for Benefited Company Employee/s
Company Employee Hourly Wage Rate Between \$50-\$99.99	1.17 times the Hourly Wage paid directly to Company Employee/s by Company for Benefited Company Employee/s
Company Employee Hourly Wage Rate => \$100	1.15 times the Hourly Wage paid directly to Company Employee/s by Company for Benefited Company Employee/s

- (c) **Qualified Independent Contractor Payrolled Company Workers.** The Bill Rate for qualified Independent Contractor Payrolled Company Workers shall not exceed 1.03 times the Hourly Wage paid directly to Company's qualified Independent Contractor/s by Company.

- ii) **Subtiered Company Workers.** When Accenture presents a third-party subcontractor to Company with which Company shall work with under the terms of Section 28 of this Agreement, and such third-party subcontractor provides a Company Worker/s to Company that is assigned to work on an Accenture project, for purposes of this Agreement such Company Worker/s shall be considered a Subtiered Company Worker/s ("Subtiered Company Worker/s").

Company's portion of the Bill Rate to Accenture for Subtiered Company Worker/s shall not exceed a Markup of three percent (3%) of the Bill Rate; and Company shall ensure the final Bill Rate to Accenture complies with all Rate Card Rate/s and Markup/s outlined in Section 4(f) (Recruited Company Workers) in its entirety. In all cases, the Hourly Wage for Subtiered Company Worker/s refers to the hourly base pay paid directly to Company Worker/s by such third-party subcontractor and does not equate to the bill rate charged to Company by subcontractor ("Company Bill Rate"). Company is responsible for obtaining the Hourly Wage of the Company Worker from the third-party subcontractor and shall enter the Hourly Wage and total Markup into Accenture's VMS tool.

f) **Recruited Company Workers.**

- i) **Recruited Company Workers.** Company Worker/s that are recruited by Company and presented to Accenture for consideration for an open position are considered Recruited Company Workers ("Recruited Company Worker/s").
- ii) **Rate Cards for Recruited Company Workers.**
- (a) Company agrees to adhere to the Rate Card for all role/job titles set forth in Attachment A ("Rate Card").
- (b) The Rate Card rates ("Rate Card Rates") in Attachment A are not-to-exceed bill rate(s) for each role/job title. The actual Bill Rate for a Company Worker/s placed into a Rate Card role ("Rate Card Role") listed in Attachment A shall be less than or equal to the Rate Card Rate for that role/job title.
- iii) **Markups for Recruited Company Workers.** All Recruited Company Workers, including Company Workers placed into a Rate Card Role as well as those not placed into a Rate Card Role, shall be subject to a not-to-exceed Markup ("Markup Cap") in accordance with the table below:

Technical	Requisitioned Work Orders:	Company Employee Hourly Wage Rate <\$50 (less than \$50 per hour)	Company Employee Hourly Wage Rate Between \$50-\$99.99	Company Employee Hourly Wage Rate => \$100
	Benefited Company Employees	1.37	1.36	1.35
	Non-Benefited Company Employees	1.30	1.29	1.28
	1099 Independent Contractors	1.18	1.18	1.18
	Sponsored Visa Resource	Less than \$50 p/hour	Between \$50-\$99.99	Greater than or equal to \$100
Non-Technical	Sponsored Visa Resource	1.44	1.43	1.42
	Requisitioned Work Orders:	Less than \$50 p/hour	Between \$50-\$99.99	Greater than or equal to \$100
	Benefited Company Employees	1.35	1.34	1.33
	Non-Benefited Company Employees	1.28	1.27	1.26
	1099 Independent Contractors	1.18	1.18	1.18
	Sponsored Visa Resource	Less than \$50 p/hour	Between \$50-\$99.99	Greater than or equal to \$100
	Sponsored Visa Resources	1.44	1.43	1.42

- iv) When the Recruited Company Worker presented to Accenture by Company is from a third-party subcontractor, Company shall ensure the final Bill Rate to Accenture complies with the Rate Card Rate/s and Markup/s within Section 4(f) (Recruited Company Workers) above. The Hourly Wage for such third-party Company Worker refers to the hourly base pay (wage) paid to Company Worker/s by Company's subcontractor and does not equate to the bill rate charged to Company by its subcontractor. Company is responsible for obtaining the Hourly Wage of the Company Worker from the third-party subcontractor and shall enter the Hourly Wage and total Markup into the Cx VMS Tool. In all instances, the total Markup percentage between the Hourly Wage of such Company Worker/s and the final Bill Rate to Accenture shall comply with the total Markup identified in Section 4(f)(iii) above.
- g) **Overtime.** Accenture shall pay Company for the Overtime work of nonexempt W2 Company Employees only as required by federal and state law ("Overtime") and Overtime shall not be worked by Company Employees unless mutually agreed to by both Company and Accenture in advance. Overtime shall be applicable for Payroll Company Workers, Subtier Company Workers, and Recruited Company Workers, so long as such Company Workers are nonexempt W2 Company Employees of Company or its subcontractor. The Markup for Overtime ("Overtime Markup") in the table below shall be applied to the actual overtime wages ("Overtime Wages") paid to Company Employee by Company or its subcontractor for Overtime hours. In no case shall the Overtime Markup for a given Company Employee exceed the Markup applied to regular time hours worked.

Overtime	Less than \$50 p/hour	Between \$50-\$99.99	Greater than or equal to \$100
Overtime Markup	1.15	1.15	1.15

Notwithstanding any portion of this section, Company remains solely responsible for determining the overtime eligibility of all Company Workers and Company remains solely responsible for properly calculating and paying all overtime premiums, regardless of the Overtime Markup's paid.

- h) **Tenure Discounts.** Accenture will receive a discount for any Company Worker/s after 12 months of service (a "Tenure Discount"). The Tenure Discount shall apply to all Recruited Company Workers and Subtiered Company Workers. The Tenure Discount shall not apply to Payrolled Company Workers. The tenure discounts shall apply as follows:

12-24 months: 2% Discount (discount to be applied to the original Bill Rate)
24+ months: 3% Discount (additional 3% to be applied to the original Bill Rate)
Total Discount: 5%

- i) The hourly rates for Company Worker/s set forth in this Agreement are inclusive of all Company costs and expenses related to personnel management, contract management, administrative support and all other costs and expenses incurred by Company in the performance of this Agreement. Unless otherwise expressly agreed in writing, Accenture shall not be

obligated to pay any amounts other than those set forth in this Section 4, including amounts determined in any manner other than the manner set forth above.

- a. Notwithstanding anything to the contrary in this Agreement, Accenture may use data and information including, but not limited to, Company's pricing and other information provided to Accenture in relation to or as part of this Agreement ("Information"), in providing services to its clients and to develop and create reports, statistical analysis, and benchmarking analyses (collectively, "Market Reports") for its clients provided that such Market Reports contain only anonymous, aggregated data and do not identify Company by name. Accenture creates Market Reports only in spend areas where Accenture has sufficient volumes of data to create benchmarking ranges, price trends, or relationships between price, volume, and service requirements such that no single vendor's data included in the Market Report is identifiable. The parties understand and agree that Accenture personnel involved in its procurement services business will have access to the Information, which shall be deemed to include the information in quotes, proposals, sales orders and other similar documents exchanged by the parties.

5. COSTS AND EXPENSES.

- a) Accenture shall reimburse Company for all actual, authorized and pre-approved, out-of-pocket Project related costs or expenses incurred by Company Worker/s arising out of or relating to the performance of the Services by Company Worker/s for Accenture after Accenture's receipt and approval of an accurate time and expense submission, which shall be accompanied by the appropriate documentation. Reimbursement shall be provided to Company in accordance with the terms outlined in the "Terms of Payment" section of the Agreement.
- b) All Company Worker/s expenses ("Expenses") shall be identified as a separate line item from Company Worker/s time ("Time") on the applicable Electronic Work Order and/or Statement(s) of Work as well as on all timesheets and invoices submitted to Accenture. Any exceptions to this requirement must be approved by Accenture's US Subcontractor Category Lead.
- c) To the extent practical, all airline and lodging reservations shall be made by Accenture travel coordinators or the engagement project management. Out-of-town travel shall require advance approval by Accenture.
- d) Company shall maintain records and receipts relating to expenses over \$25.00 (twenty-five) dollars incurred in connection with the Services provided hereunder. In addition, Company shall attach copies of all expenses over \$25.00 (twenty-five) dollars, either via Accenture's VMS tool or with the emailed invoice (as applicable), upon invoice submission.

6. TERMS OF PAYMENT.

- a) Timely Submittal of Timesheet and Expenses. Company shall submit timesheet and expense reimbursement information, in a detailed and timely manner through the Vendor Management System (VMS) tool used within Accenture's Contractor Exchange (Cx) ("Cx VMS Tool") or, where Accenture requires, through a manual invoicing process. Company Workers shall only submit time for hours worked; time not worked shall not be billed to Accenture unless approved in advance in writing by Accenture. Notwithstanding this provision, Company agrees it is responsible for paying Company Workers for all hours worked, regardless of whether those hours were worked for or paid by Accenture, as required by law. Accenture shall pay to Company all sums due within sixty (60) days of Accenture's receipt of an accurate timesheet and expense report. In no event shall Accenture be liable for any fees, costs, expenses or other charges that are not submitted accurately and in a detailed manner as required under this Agreement within forty-five (45) days after the month in which the associated Services were performed or in which such fees, costs, expenses or charges were incurred or should have been accrued. Within thirty (30) days of termination or expiration of this Agreement or any Electronic Work Order and/or SOW, Company shall submit to Accenture a final itemized timesheet and expense report for any fees, costs, expenses or other payments theretofore arising out of or in connection with this Agreement or such Electronic Work Order and/or SOW, as applicable. Upon payment of such amounts so invoiced, Accenture shall have no further liability or obligation to Company whatsoever for any further fees, costs, expenses, or other payment arising out of or in connection with any such Electronic Work Order and/or SOW or this Agreement. Submission timing and methods are subject to change by Accenture with reasonable notice and training to Company prior to any such changes.
- b) Accenture shall provide to Company information on the Cx VMS Tool used by Accenture, including the name of the tool and instructions on use of the tool, as applicable.
- c) Accenture generated invoices. The Cx VMS Tool used by Accenture provides an automated invoice process for Company or Company Worker/s to submit timesheets and expenses to Accenture for reimbursement. Company must use the Cx

VMS Tool to submit all timesheet and expense reimbursement invoices, except when authorized otherwise by Accenture's US Subcontractor Category Lead.

- d) When submitting timesheets and expenses through the Cx VMS Tool, Company Worker/s shall submit timesheets and expenses no later than 14 days after the time in which the time was accrued. Accenture shall not approve or audit timesheets and expenses that have not been submitted on a timely basis.
- e) Manual invoices. Under certain circumstances, Accenture may require Company to submit manual invoices. Company shall submit manual invoices only upon direction from Accenture's US Subcontractor Category Lead, and in such cases, shall follow the manual invoice process as outlined in Exhibit E. Failure to submit invoices as indicated in Exhibit E may cause a delay in payment or non-payment of the invoice.
- f) Credit invoices. In certain circumstances, Company may be required by Accenture to submit credit invoices. Any applicable credits due to Accenture shall be processed through the Cx VMS Tool.
- g) In the event a portion of an invoice is paid and subsequently disputed by Accenture, Company shall investigate and resolve such dispute within thirty (30) days of notification from Accenture. Within forty-five (45) days following notification, any overpayment discovered shall be, at Accenture's option, refunded to Accenture or credited against amounts owed to Company.
- h) Accenture may have preferred payment programs through independent third parties that will allow the Company to be paid on thirty (30) day payment terms provided such expenses are authorized and pre-approved by Accenture and that expense receipts accompany the invoices. If enrolled in such program, payment will be made by the third-party provider and accepted by Company in accordance with terms and conditions of such program and any subsequent agreement between Company and the independent third-party payment provider. In the event Accenture requires Company to participate in any such program and Company rejects or withdraws from the program, then Accenture may revert Company payment terms to Net 60 days from the receipt of invoice or terminate this agreement for its convenience and at its sole discretion upon notice to Company.

7. OPTION TO HIRE.

- a) Accenture reserves the right to make an offer of regular employment to a Company Worker/s performing Services hereunder pursuant to an applicable Electronic Work Order and/or SOW attached thereto. Any solicitation of Company Worker/s to apply for employment with Accenture will be presented to Company. Company will present Accenture's employment opportunity to Company Worker/s to determine if such Company Worker/s is interested. If interested, Company will communicate such interest to Accenture and will arrange all necessary interviews with Accenture.
- b) In the event Accenture hires a Company Worker/s for technical services at any time after such Company Worker/s has completed six (6) months of continuous Services ("Service Period") pursuant to an applicable Electronic Work Order and/or SOW, Accenture shall not incur a placement fee. In the event Accenture hires a Company Worker/s for non-technical services at any time after such Company Worker/s has completed ninety (90) days of continuous Services ("Service Period") pursuant to an applicable Electronic Work Order and/or SOW, Accenture shall not incur a placement fee.
- c) In the event that Accenture hires a Company Worker/s for technical services prior to his/her completion of the Service Period, Accenture shall pay to Company a prorated placement fee based on the amount of the Service Period completed by such Company Worker/s on the date of acceptance of Accenture's offer of employment ("Placement Fee"). Such Placement Fee shall be equal to: (i) \$6,000.00 if Accenture's offer of employment is accepted within the first three (3) months of the Service Period, or (ii) \$4,000.00 if Accenture's offer of employment is accepted between four (4) to six (6) months of the Service Period. In the event Accenture hires a Company Worker/s prior to completion of the Service Period and such Company Worker/s terminates his/her employment with Accenture for any reason during the first thirty (30) days of the Company Worker/s employment with Accenture, Company will provide a full refund of the Placement Fee. This Section 7(c) shall not apply to Company Worker/s presented to Company by Accenture under Section 4(e)/(i), Payrolled Company Workers.
- d) In the event that Accenture hires a Company Worker/s for non-technical services prior to his/her completion of the Service Period, Accenture shall pay to Company a prorated placement fee based on the amount of the Service Period completed by such Company Worker/s on the date of acceptance of Accenture's offer of employment ("Placement Fee"). Such Placement Fee shall be equal to: (i) \$3,000.00 if Accenture's offer of employment is accepted within the first forty-five (45) days of the Service Period, or (ii) \$1,500.00 if Accenture's offer of employment is accepted between forty-six (46) to

ninety (90) days of the Service Period. In the event Accenture hires a Company Worker/s prior to completion of the Service Period and such Company Worker/s terminates his/her employment with Accenture for any reason during the first thirty (30) days of the Company Worker/s employment with Accenture, Company will provide a full refund of the Placement Fee. This Section 7(d) shall not apply to Company Worker/s presented to Company by Accenture under Section 4(e)(i), Payrolled Company Workers.

- e) The fee structure set forth in this Section 7 represents Accenture's entire liability to Company for the solicitation and hire of Company Worker/s and fair and valuable consideration for Company to waive any of its rights pursuant to any restrictive covenant/non-competition agreements it may have with its Company Worker/s. In the event that any Company Worker/s seeks employment with and is offered employment by Accenture without prior solicitation by Accenture, or in the event any Company Worker/s is hired by Accenture as a result of a response to a general solicitation (newspaper, trade journal, or other advertisement or job fair), Accenture shall not incur any placement fee and Company shall not be entitled to seek reimbursement of any expenses or costs resulting from such hiring, nor to seek any damages from Accenture.

8. WARRANTY AND REPLACEMENT.

- a) Company warrants that Company Worker/s assigned to Accenture hereunder pursuant to any Electronic Work Order and/or SOW attached thereto will have the technical skills or non-technical skills requested by Accenture. In the event Accenture determines that any such Company Worker/s do not have such skills, (i) within ten (10) working days (for technical skills) or five (5) working days (for non-technical skills) following commencement of the Services under the applicable Electronic Work Order and/or SOW, Accenture will not be responsible for payment of any fees associated with any Services provided by such Company Worker/s.
- b) Company warrants that its Services will be performed in a good and workmanlike manner, in conformance with its obligations contained in this Agreement, resultant Electronic Work Order(s) and/or SOW(s), and in accordance with all applicable standards. Furthermore, pursuant to any Accenture Client engagements under this Agreement, Company warrants its Services and deliverables in the same manner as Accenture warrants to Accenture Client under the Prime Contract as defined in Section 27. Work not in compliance with the preceding sentences or work product not accepted by Accenture pursuant to this Agreement shall be re-performed at no additional cost to Accenture. At all times during the performance of the Services of Company, Accenture shall have the right to inspect the work performed by Company hereunder. Company warrants that no work product delivered or created under this Agreement or any Electronic Work Order and/or SOW will infringe any patent, trademark, copyright or any other proprietary right.
- c) In the event of any unscheduled or unplanned staffing change for Services, including, but not limited to, such unscheduled or unplanned staffing changes as a contractor's resignation or a contractor's failure to start the position contracted for, or a Company Worker's termination for violating security provisions, Accenture shall not be billed for the time required to train a replacement Company Worker/s, and such billing shall not commence until the replacement has, in the reasonable discretion of such replacement's direct Accenture supervisor, sufficient knowledge to continue providing the applicable Services. Without the prior written agreement of the parties, the non-billable time for such replacement Company Worker/s shall not exceed ten (10) working days (for Company Worker/s with technical skills) or five (5) working days (for Company worker/s with non-technical skills).

If Accenture, in its sole discretion, replaces such technical Company Worker with a replacement worker from another firm, Company shall pay to Accenture an early departure fee ("Early Departure Fee") to cover the time required to train such replacement worker. Without prior written agreement of the parties, the Early Departure Fee shall not exceed ten (10) working days (for Company Worker/s with technical skills) or five (5) working days (for Company worker/s with non-technical skills) of billable time multiplied by the Hourly Wage of the replaced Company Worker.

- d) The warranties and terms of replacement contained within this Section (Warranty and Replacement) shall not apply to Company Worker/s presented to Company by Accenture under Section 4(e)(i), Payrolled Company Workers.

9. REPORTS AND RECORDKEEPING.

Company shall keep accurate, complete and reasonably detailed records in accordance with generally accepted accounting principles in connection with its obligations arising out of this Agreement, the Services rendered hereunder, and any expenses, costs, fees or other charges invoiced to or paid by Accenture.

10. AUDIT RIGHTS.

During the term of this Agreement, and for a period of five (5) years thereafter, Accenture or its duly authorized representative shall have access, at all reasonable times, to all of Company's books, documents and records (whether in hard copy, electronic or other form) associated with the Services rendered hereunder including, but not limited to, documents detailing Company markups and expenses billed to Accenture, agreements with subcontractors providing Company Workers, all Company Worker/s-related documents such as payroll documentation and any tax forms, as allowed by law, any and all documents related to visas held by Company Worker/s, as well as all payments (whether in kind or in cash) made by Company for or on behalf of Accenture. The audit may be conducted by Accenture employees (including contract employees) or by an external auditing firm selected by Accenture and shall be conducted at Company's offices. At the reasonable request of Accenture, the requested records, to the extent they are available in electronic form, shall be provided to Accenture in electronic form at the offices of Accenture. The cost of the audit, including the cost of the auditors, travel costs (as applicable), and other related costs ("Audit Cost"), shall be paid by Accenture. In the event that the Company is not able to provide documentation specified above, it will be considered a material breach of this Agreement. Accenture may, upon giving fourteen (14) days' written notice, suspend and/or terminate the applicable Electronic Work Order and/or SOW issued under this Agreement and/or the entire Agreement for such breach, provided the Company has not cured such breach within the fourteen (14) day period. However:

- Accenture shall have no obligation to pay any other costs incurred by Company in cooperating with Accenture in such audit (e.g., the wage cost of Company personnel).
- In the event that Accenture determines during an audit that Company has exceeded the rates in Section 4 of this Agreement by any amount ("Overcharge") for any Company Worker/s who provided Services to Accenture, Company shall credit or refund to Accenture, at Accenture's discretion, the amount of the Overcharge plus the Audit Cost within thirty (30) days. The amount of the Audit Cost paid for by Company shall not exceed the amount of the total Overcharge.
- In the event such credit is not received within thirty (30) days, Accenture shall be entitled in its sole discretion to off-set such amounts from any invoices or other amounts due to Company. Accenture's right to audit such records shall extend beyond the term of this Agreement for a period of five (5) years (or such longer time period as may be required by law), during which period Company shall, at no cost to Accenture, preserve all such records.

11. COMPANY'S REPRESENTATIONS AND WARRANTIES.

Company represents and warrants to Accenture as follows:

- a) Company and its employees shall comply at all times with all applicable federal, state and local laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labeling, sale and transportation of the products, if any, and provision of the Services. Company and Company Worker/s shall comply at all times with all applicable laws and regulations of any jurisdiction in which Company acts. In addition, Company represents and warrants that it is aware of, understands, has complied with, and will comply with, all applicable U.S. and foreign anticorruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act 2010 (all the foregoing referred to as the "Anti-Corruption Laws"). Company shall adhere to Accenture's anticorruption requirements outlined in Exhibit I. In addition, Company shall provide to Company Worker/s assigned by Company to Accenture hereunder the summary of the requirements of the U.S. Foreign Corrupt Practices Act ("FCPA") and Accenture's antibribery policy attached as Exhibit H;
- b) Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Company is expected to act in a manner consistent with the ethical and professional standards of Accenture as described in the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the Supplier Standards of Conduct can be found at <https://www.accenture.com/us-en/company-ethics-code>.

Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. 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>. Company shall use the Ethics Line only to make a good faith claim. Accenture takes all allegations seriously.

- c) Company and its Company Worker/s shall comply at all times with all security provisions in effect from time to time at Accenture's premises or any premises of Accenture Client, with respect to access to premises, and all materials belonging to Accenture or Accenture Client. In addition, Company confirms that it has read and understands and shall adhere to the provisions of Exhibit B Attachment 1. Company shall share Exhibit B Attachment 1 with all Company Worker/s and shall ensure Company Worker/s have read and understood the provisions of Exhibit B Attachment 1 prior to their start on an Accenture project.

- d) Company shall take full responsibility for such Company Worker/s. Further, Company shall treat them as Company Employees or Independent Contractors as applicable for all purposes, including but not limited to liability for such Company Worker/s negligence, employment taxes and insurance purposes. At Accenture's request, Company shall provide to Accenture confirmation of the employment status of all Company Worker/s assigned under this agreement, whether W-2 employees, qualified independent contractors, or holders of a valid work visa to verify Company's and Company Worker/s relationship. Company shall be the employer of Company Worker/s for the purpose of payroll tax representation, W2s, and applicable workers compensation filings. Company retains the right of direction with regard to the Company Worker/s' employment. Company is responsible for complying with state and federal laws including but not limited to antidiscrimination, wage/hour (including provision of and maintenance of paystub information and wage information consistent with applicable state and federal laws, as well as implementing appropriate independent time keeping systems to track all time worked by Company Worker/s, regardless of whether that time is billable to Accenture), and other statutes and common law developments affecting the rights of employees in the workplace. Accenture has the right to assist Company in addressing issues as they may arise but in doing so, assumes no responsibility over any actions taken with respect to any Company Worker/s. Company assumes responsibility for remaining knowledgeable and current with respect to all developments in state and federal labor and employment laws affecting Company Worker/s.
- e) Company does not and shall not discriminate in the referral or hiring of Company Worker/s on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation, gender expression, genetic information, disability that does not affect an individual's ability to perform his or her job or other protected category, as required by applicable federal, state and local laws;
- f) Company shall require each Company Worker/s assigned to Accenture to sign a copy of the "Use and Return of Accenture Equipment" agreement attached to this Agreement as Exhibit D and provide the signed copy to Accenture. For the avoidance of doubt, Company shall be fully liable and responsible for Company Worker/s failure to comply with the terms set forth under Exhibit D. Company shall indemnify and hold harmless Accenture and/or Accenture Client against all losses and expenses of Accenture or Accenture Client arising out of or resulting from the misappropriation, loss or any damage to Equipment.
- g) The Company shall be responsible at all times for compliance with all immigration, labor and employment laws and regulations (collectively, "Immigration Laws") applicable to Company Worker/s performing any Services hereunder including, but not limited to, ensuring that for all Company Worker/s all such Immigration Laws have been complied with prior to such Company Worker/s commencing any Services for Accenture. Company represents and warrants to Accenture that any Company Worker/s requiring an employment visa or any other governmental or regulatory consent or permission ("Approval") to live, work and perform the Services in the locations and countries where any Services will be performed, have obtained all required Approvals and Company shall ensure that such Approvals remain valid and in force during the performance of any and all Services provided under this agreement. Upon request by Accenture, Company shall provide documentation of such Approvals to Accenture. If Company is charged with failure to comply with any Immigration Laws applicable to Company, Company shall promptly notify Accenture of such charges in writing. If Company is found by the US Department of Labor (DOL) to be a "willful violator" as that term is defined in DOL regulations, Accenture policy precludes Company from assigning new H-1B resources during any resulting period of debarment and Company will promptly notify Accenture of such findings in writing.
- h) Any Company Worker/s traveling cross-border on a business visa or visa waiver program must be pre-approved by Accenture's US Subcontractor Category Lead BEFORE being assigned to work on any Accenture project.
- i) Company warrants that, prior to assigning or placing any Company Worker/s with Accenture, Company shall, at Company's expense, carry out the following checks, in addition to any checks as required under an Exhibit C, (collectively the "Background Check"), to the extent legally allowed, and such Background Checks shall be satisfactory based on Accenture standards subject to local regulations and local Accenture practice (including Accenture Client requirements). Such Background Check must be conducted through Accenture's designated third party background check company, through the background check program that Accenture has established ("Accenture's Background Check Program"), unless another background check company is required to be used per an Exhibit C. Company shall be responsible in informing any Company employee or independent contractor who is not selected by Accenture to perform services under an Accenture project due to the individual's failure to clear a Background Check. In addition, Company warrants that it will comply with the Fair Credit Reporting Act ("FCRA") in conducting Background Checks and provide to any Company employee or independent contractor all required notices under the FCRA. This section is only applicable for Company Worker/s who are 18 years of age or older.

Background Check Requirements and Screening Criteria
All Company Personnel

- i) The following categories are required background screening and criteria. All criteria must be included/executed in the background investigation report. Company shall not provide details of the background checks performed on any individual to Accenture without the candidate's written consent.

- (1) Social Security Validation – Validation of the candidate's Social Security Number (SSN).
(a) "Is the SSN invalid?
(b) "Is the year the SSN was issued invalid?
(c) "Is the SSN listed in the Death Index Database?"

If Social Security Validation cannot be performed for any reason, for example if Company Worker's Social Security Number was assigned after 6/2011, Social Security Verification will be conducted.

- (2) Social Security Trace – reveals the names and aliases associated with a Social Security Number, and past and present addresses.
(a) Does the Social Security Trace fail?
(b) Does Social Security Trace reveal names unknown and/or not valid or match employment records for the company personnel?
- (3) Verify all education including trade schools, beyond high school (dates of attendance, date of degree, and major) should be verified directly through the school.
(a) Is the institution/degree awarded listed on the individual's application inaccurate?
(b) Is there a discrepancy of greater than two (2) months between actual dates of education /graduation and the dates listed on the individual's resume/application?
(c) Is the G.P.A listed on the individual's resume/application inaccurate by more than 0.5?
- (4) Credit report: **(Only applicable for positions within Accenture's Finance or Procurement divisions)**
NOTE: Individuals that live or work in jurisdictions where such screening is prohibited by law are not subject to this requirement.
(a) Does the individual show history of debt, past collection references, or bankruptcies with three (3) plus collections in the past three (3) years? If a bankruptcy has been discovered the individual will not be assigned to certain assignments in accordance with applicable law.
(b) Do the individual's credit check results fail to meet client staffing requirements?
- (5) Employment verification for 5 years. The report should include verification of all employers given for the preceding five years, including type of business, position held, and job responsibilities.
(a) In the past Five (5) years, are any of the dates of employment listed on the individual's resume/ application inaccurate by more than two (2) months?
(b) For significant employment (more than two (2) years) in positions within Accenture's Finance or Procurement divisions, a minimum of one (1) reference check from a former supervisor shall be completed with satisfactory performance (no negative performance regarding performance relating to skill and/or tenure with company) relating to professional skill and/or job
- (6) Criminal Felony and misdemeanor at all counties revealed by Social Security Number Trace, residential, employment and education addresses for the past 10 years.
(a) Does the individual have any felonies recorded in the last ten (10) years?
(b) Does the individual have any non-vehicle related misdemeanors within the past ten (10) years?
(c) Does the individual have any pending judgments?
(d) Does the individual have an outstanding warrant?

If the answer to any of the above is "yes" then the candidate can sign a written consent form to share his/her criminal background check information with Accenture, who will then make an individualized determination as to whether the candidate may be staffed.

- (7) Federal Criminal in all districts revealed by Social Security Number Trace, residential, employment and education addresses for the past 10 years.

- (a) Does the individual have any felonies recorded in the last ten (10) years?
- (b) Does the individual have any non-vehicle related misdemeanors within the past ten (10) years?
- (c) Does the individual have any pending judgments?
- (d) Does the individual have an outstanding warrant?

If the answer to any of the above is “yes” then the candidate can sign a written consent form to share his/her criminal background check information with Accenture, who will then make an individualized determination as to whether the candidate may be staffed.

- (8) Nationwide Background Database Search. National level criminal screening (including sex offender registry) database search provided by background check vendor.

- (a) Does the individual have any felonies recorded in the last ten (10) years?
- (b) Does the individual have any non-vehicle related misdemeanors within the past ten (10) years?
- (c) Does the individual have any pending judgments?
- (d) Does the individual have an outstanding warrant?
- (e) Is the individual listed on any sex offender registry list at any point in time?

If the answer to any of the above is “yes” then the candidate can sign a written consent form to share his/her criminal background check information with Accenture, who will then make an individualized determination as to whether the candidate may be staffed.

- (9) Global Sanctions & Enforcement Database Checks, including but not limited to U.S. Government Specially Designated National and export denial lists, Office of Foreign Asset Control (OFAC) as maintained by the Bureau of Industry and Security, Specially Designated Nationals list (SDN) blocked persons list and Interpol.

- (a) Is the individual on any of the above-mentioned lists, any Government, law enforcement, regulatory enforcement, sanction database or any other denied persons lists?

- ii) **The existence of a criminal history will not automatically disqualify a candidate from being staffed on an Accenture engagement.** If a criminal record is identified during the background check and the candidate signs a written consent to share his/her criminal background information with Accenture, Accenture will conduct an individualized assessment to make a determination on excluding the candidate based on whether the offense is job-related and consistent with business necessity. Factors that Accenture may take into consideration before making a decision about staffing include, but are not limited to:

- The relevance of the offense to the position sought
- The specific nature and responsibilities of the position
- The nature and seriousness of the offense
- The time which has elapsed since the offense
- The age of the candidate at the time of the offense
- The facts and circumstances surrounding the offense
- The number of offenses for which the individual was convicted
- Mitigating factors or any relevant evidence of rehabilitation, including any education or training following the offense
- Evidence that the candidate performed the same type of work post-conviction with no known incidents of criminal conduct
- The length and consistency of the candidate’s employment history before and after the offense
- Employment or character references or other relevant information regarding fitness for the position sought
- The interest of Accenture in protecting property, and the safety and welfare of other employees or the general public
- False statements or material omissions made by the candidate
- Whether there are federal or state laws or regulations that preclude individuals with certain criminal records from holding particular positions or engaging in certain occupations

- Any other factors mandated by federal or state law
- iii) If a criminal record is identified during the background check and the candidate does not sign a written consent to share his/her criminal background information with Accenture, Company warrants that it will not staff the candidate on an Accenture engagement.
- iv) Company warrants that it will not staff any person on an Accenture engagement who has not cleared the Background Check in accordance with this Section 11, without prior approval from Accenture. Company shall complete and provide to Accenture a copy of Verification of Background Checks (Exhibit G VERIFICATION OF BACKGROUND CHECKS), prior to Company Worker/s start date verifying the completion of such reference and background checks pursuant to this Section 11. For auditing purposes, the Company shall promptly provide a full copy of the Background Check report to Accenture upon request. Should Company place a Company Worker on an Accenture project that has not cleared the Background Check without Accenture's prior approval, Company shall be subject to a \$5,000 fee per occurrence. All decisions related to Sections 6-8 above will be made in accordance with applicable laws.
- j) **Required Training.** In compliance with Accenture policies and practices, Company shall require and ensure that each Company Worker/s assigned to Accenture or on an Accenture Client project take any and all mandatory compliance training assigned by Accenture or Accenture's Client within the timeframe specified. Such courses will be taken at Company's time and expense and will not be billed to Accenture.

Accenture's provision of training shall in no way change Company's independent contractor status with Accenture or render Company's Employee/s assigned to an Accenture/Accenture Client project as either party's respective employees; nor does it provide Company's Employee/s any rights or privileges of employment with Accenture or its Accenture Client's, or otherwise render Company Worker/s eligible for Accenture employee compensation or benefits. The essential terms and conditions of Company's Employee/s employment or engagement at all times are governed by the Company.

12. CONFIDENTIAL INFORMATION.

During the course of carrying out the Services under this Agreement and applicable Electronic Work Orders and/or SOWs attached thereto, Company and/or Company Workers may have access to Confidential Information:

For purposes of this Agreement, "Confidential Information" shall be defined as all information of Accenture, its Affiliates and Accenture's Clients which is disclosed to Company or its Company Workers in oral, digital and/or written form that (a) relates to past, present and future research, development, business activities, products, and services, and (b) has been either identified, orally or in writing, as confidential by the Disclosing Party or would be understood to be confidential by a reasonable person under the circumstances.

The following subsections shall apply to the care and safeguarding of Confidential Information:

- a) The Confidential Information may be used by Company only to assist Company Worker/s in connection with this Agreement and any Electronic Work Order and/or SOW attached thereto;
- b) Company will protect the confidentiality of the Confidential Information in the same manner that Company protects its own confidential information of like kind. Access to the Confidential Information shall be restricted to Company and Company's Employee/s with a need to know and Company shall not disclose Confidential Information to any third party;
- c) The Confidential Information which also includes this Agreement and its terms, may not be copied or reproduced or distributed without Accenture's prior written consent;
- d) Unless otherwise expressly authorized in writing by Accenture, all Confidential Information made available to Company including copies thereof, shall be returned to Accenture or destroyed by Company upon the first to occur of (i) termination of this Agreement (ii) completion of the Services or (iii) request by Accenture and/or Accenture Client;
- e) Nothing in this Agreement shall prohibit or limit Company's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodology) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to Company's knowledge, under an obligation to Accenture not to disclose such information, or (iv) which is or becomes publicly available through no breach by Company of this Agreement and any Electronic Work Order and/or SOW attached thereto;
- f) Nothing in the Agreement shall be construed to grant to Company any rights or licenses to use the Confidential Information;

- g) Company shall inform Company Worker/s of the terms of this provision and shall require that each Company Worker/s sign a copy of the “Protection of Confidential Information” agreement attached as Exhibit B. Further, Company shall provide to Accenture the signed Exhibit B for Accenture’s records.
- h) Company shall not disclose to Accenture Clients, to Company Worker/s, or any other third party, directly or through another party, any information regarding the rate(s) or other terms of remuneration agreed to between Accenture and Company. Company shall inform Company Worker/s that rates paid by Accenture to Company are Confidential Information for the purposes of this Agreement and Company Worker/s shall not disclose, directly or through another party, any such rate information and other terms of remuneration to any third party that is not employed by Company, including Accenture Clients. Company agrees to notify Accenture immediately if such rate(s) or other terms are disclosed by any Company Worker/s or any other party;
- i) The obligations in this Section 12 shall not restrict any disclosure pursuant to any applicable law or by order of any court or government agency; provided that (i) Company shall give prompt notice (and in any event prior to any disclosure) to Accenture of such order, to the extent permitted by law. (ii) Company shall cooperate with Accenture in resisting such disclosure or seeking suitable protections prior to such disclosure and (iii) Company shall disclose only such Confidential Information as Company is compelled to disclose.
- j) Notwithstanding anything to the contrary contained in this Agreement, the terms and conditions of this Section 12, shall survive any termination or expiration of this Agreement.

13. DATA PRIVACY AND DATA PROTECTION.

13.1 Company shall comply, and warrants that it has complied, with implementing all applicable data protection and privacy laws and regulations in any relevant jurisdiction (together, the “Data Protection Laws”); and

13.2 Where, in connection with the Agreement, Company Worker/s process(es) information related to identifiable living individuals (“Personal Data”) on behalf of Accenture, Affiliates or a Client of Accenture or Affiliate/s, Company Worker/s shall:

- a) Process those Personal Data only on the written instructions of Accenture (or, with Accenture’s prior written approval, Accenture Client);
- b) Implement appropriate technical and organizational measures to protect those Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
- c) Process those Personal Data fairly and lawfully;
- d) Make all reasonable efforts to ensure that those Personal Data are accurate and up to date at all times, to the extent that it is within Company’s ability to do so;
- e) Return or destroy all such personal data promptly upon the termination of this Agreement, or at any time during the term of this Agreement upon written instructions from Accenture;
- f) Not disclose those Personal Data to any person except as required or permitted by this Agreement or with Accenture’s written consent;
- g) Provide full cooperation and assistance to Accenture in implementing any procedures required in order to comply with data privacy laws to which Accenture or Accenture Client is subject, as advised by Accenture from time to time;
- h) Not process those Personal Data except to the extent reasonably necessary to the performance of this Agreement;
- i) Notify Accenture immediately in the event of any breach of the security of such personal data, and cooperate with Accenture and/or an Accenture Client in any post- breach investigation or remediation efforts;
- j) Indemnify and hold Accenture harmless from and against any liability that may arise as a result of any such breach, unless and except to the extent said breach was caused by Accenture or an Accenture Affiliate or a client of Accenture.
- k) Notify Accenture promptly, to the extent permitted by law, in the event that Company is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any such personal data to any person other than Accenture, an Accenture Client, or another contractor expressly approved to receive such personal data by Accenture or an Accenture Client; and

13.3 Accenture instructs Company, where Company Worker/s process(es) personal data on behalf of Accenture, to take such steps in the processing of those Personal Data as:

- a) Are reasonably necessary for the performance of this Agreement; and
- b) Are consistent with the performance of this Agreement and any applicable laws and regulations.

13.4 Personal Devices. Company agrees that use of personal devices by Company Workers (e.g., notebooks, desktops, cell phones, PDAs, BlackBerry® smartphones, memory sticks, etc.) to perform work on Accenture Services are not permitted. Company Workers will be issued an Accenture or Client workstation if their work requires connecting to the Accenture or Client network. Any deviation to the above would require express written approval from Accenture to ensure compliance with Accenture's internal device policy and will require installation of Accenture approved security software. Company is responsible to ensure that Company Workers comply with this requirement.

13.5 In the event, Company will access Personal Data originating from a country in the European Economic Area ("EEA") from a country outside the EEA, Company shall, if requested by Accenture, enter into additional contract clauses or related documentation as may be required under applicable laws or government regulations to provide a lawful basis for Company's access of such data. In particular, Company will execute the standard contractual clauses for transfers to data processors approved by the European Commission in EU Commission Decision 2002/16/EC.

13.6 Accenture and Company's obligations under this Section 13 shall be binding upon both parties and shall survive the expiration or termination of this Agreement.

14. DATA PRIVACY.

Any Personal Data collected from Company by Accenture in connection with the performance of the Services shall be maintained by Accenture subject to its global Data Privacy Policy, a copy of which will be provided to Company upon request. Due to the nature of Accenture's global systems and networks, such data may be stored in or accessible from locations around the world. Accenture will comply with its global Privacy Policy with respect to such data regardless of where the data is stored or accessed.

15. OWNERSHIP.

Accenture will have full ownership of all deliverables (of whatever nature) developed or contributed by Company or Company Worker/s, in connection with this Agreement ("Deliverables"). All Deliverables constitute work made for hire on behalf of Accenture, and Company hereby assigns to Accenture all of its right, title and interest in and to the Deliverables, including but not limited to all copyrights and patent rights. No Pre-Existing Materials, as defined below, will be incorporated into any Deliverables unless agreed by Accenture in advance in writing, and in such event Company hereby grants to Accenture a paid-up, non-exclusive, worldwide unlimited license to use, copy, and redistribute such Pre-Existing Materials in connection with the Deliverables. To the extent required for Accenture's performance of the Prime Contract, Company will deliver any Pre-Existing Materials to Accenture upon request and hereby grants to Accenture a perpetual, worldwide, and royalty-free license to use the Pre-Existing Materials and to sublicense and deliver the Pre-Existing Materials to Client. The parties will cooperate with each other and execute such other documents as may be necessary or appropriate to achieve the objectives of this Section.

Pre-Existing Materials is defined as, any materials, computer programs, documentation and other information proprietary to Company that are used to produce the Deliverables and which were in existence prior to the Services being performed or which were developed independently of the Services.

Acceptance of Company's Services and the Deliverables will be contingent upon Accenture or Client's acceptance of Accenture's work product to which Company's Services have contributed or into which Deliverables have been incorporated, or as otherwise specified in the applicable Electronic Work Order and/or SOW. Company shall take such steps as Accenture may, in its sole discretion require for Client acceptance.

16. INDEMNIFICATION.

- a) Company shall indemnify, defend and hold Accenture, Affiliates and their employees and agents, and Accenture Clients harmless from any claim or assertion of any kind made directly or indirectly against Accenture by or on behalf of any employees or former employees of Company that arises out of or relates to any evaluation or advice; written or oral, tendered or declined by Accenture with respect to the employee or former employee in the performance of this Agreement, including but not limited to action or inaction by Company relating to any such Company personnel or advice.

- b) Company shall further indemnify, defend and hold Accenture, its employees and agents, and Accenture Clients harmless from and against any claims, demands, loss, damage or expense (i) resulting from the unlawful or fraudulent behavior of Company Worker/s, (ii) related to bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of Company and Company Worker/s, (iii) resulting from any and all claims that Company is not an independent contractor, or that any Company Worker/s is (a) not the holder of a valid work visa or (b) is not a W-2 employee of Company or a qualified Independent Contractor pursuant to IRS guidelines as represented by Company to Accenture prior to the institution of the claim, (iv) related to claims by any Company Worker/s for injuries or damages under workers compensation or similar acts, (v) incurred by Accenture based on any claim that any deliverable or other materials delivered under this Agreement or use thereof by Accenture infringes any copyright, patent, trade secret or other proprietary right of any third party, (vi) resulting from a breach by Company or Company Worker/s of the covenants under Section 11 of this Agreement or Company's obligations under Section 21(b)-(e); or (vii) resulting from any claims made by or on behalf of Company Worker/s, whether individually or as a class or other group of represented employees, including that they were inappropriately classified as exempt from overtime or other wage/hour provisions, misclassified as an independent contractor/s, wrongfully denied wages, wrongfully terminated, subjected to unlawful harassment or discrimination, or subjected to any other violation of their rights under state, federal or local laws. Notwithstanding the foregoing, Company will not indemnify Accenture if a claim of infringement is caused by (i) Accenture's misuse or modification of such deliverable item(s); (ii) Accenture's failure to use corrections or enhancements made available by Company; or (iii) Accenture's use of such deliverable item(s) in combination with any product or information not owned or developed by Company and such combination forms the basis of such infringement claim.
- c) Neither Accenture Client nor Accenture shall become, by reason of the Prime Contract or this Agreement or in performing its obligations or exercising its rights under the Prime Contract or this Agreement, a bailee with respect to any property of Company. Company shall be solely responsible for loss or damage to any of its property and resulting loss of use or business interruption or extra expense.
- d) If, as a result of any default or breach of this Agreement by Company or other action or failure to act (material or otherwise) by Company, Accenture Client terminates the Prime Contract (as defined in Paragraph 27 below) for default or Accenture becomes obligated to pay damages (including, but not limited to liquidated damages or credits under the Prime Contract) to Accenture Client or becomes subject to a price reduction by Accenture Client, then in any such event Company shall indemnify and save Accenture harmless from all assessments, costs, damages, and/or price reductions, plus reasonable attorney fees and costs of investigation and defense.
- e) Nothing in this Agreement or in this Paragraph 16 is intended to or does abrogate the parties' respective rights and obligations pursuant to California Labor Code section 2810.3. In the event any provision of this Agreement is determined to violate said statute, it is the parties' intention that said provision be excised or interpreted in a manner consistent with said statute by a reviewing court, tribunal, arbitrator or other finder of fact, and the remainder of the Agreement be given its full force and effect.
- f) In the event a claim is made against Accenture or a penalty assessed pursuant to Section 4980H(a) or (b) of the Internal Revenue Code of 1986, as amended (the "Code"), resulting from the Company or its subcontractors failing to comply with Internal Revenue Service reporting obligations or provide health plan coverage as described in Section 21(f) of this Agreement, the Company shall indemnify and hold harmless Accenture for the full amount of such penalty and any related costs or expenses. Further, Accenture shall have no obligation to appeal or defend the penalty assessment.

17. INSURANCE.

During the term of this Agreement, Company shall maintain all insurance and/or bonds required by law or this Agreement, including the following, if appropriate:

- a) Workers' Compensation and related insurance, as prescribed by the law of any state in which the Services are to be performed;
- b) Employer's liability insurance with limits of \$1,000,000 per occurrence, covering bodily injury by accident or disease, including death;
- c) Commercial general liability with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering bodily injury and tangible property damage and including contractual liability, product liability and completed operations coverage.

- d) If the use of motor vehicles is required, business automobile liability insurance, with a limit of at least \$1,000,000 combined single limit for bodily injury, including death, and property damage per occurrence.
- e) Professional liability insurance including cyber liability/network security and privacy liability and covering the acts, errors and omissions of Company, its Company Worker/s and agents in an amount not less than \$5,000,000 per claim/\$5,000,000 aggregate. If insurance is on a claims-made basis, coverage must be in place for a minimum of one year beyond the termination of this contract.
- f) Commercial crime insurance covering Company, its officers and employees with a limit of not less than five million dollars (\$5,000,000). The crime insurance shall cover loss to Accenture property (including cash or other assets) or the property of the Accenture Client or property that the Accenture Client is responsible for due to theft, fraud, dishonest acts, and computer and funds transfer fraud of the Company, its employees or agents.
- g) Umbrella liability insurance with a limit of not less than \$4,000,000 per occurrence and in the aggregate.
- h) Within ten (10) days of execution of this Agreement, Company shall furnish certificates of insurance, satisfactory to Accenture. The commercial general liability policy and automobile liability policy shall name Accenture as an additional insured with respect to Services performed under this Agreement and these certificates shall state: "Accenture and its affiliated entities including but not limited to officers, directors, employees, and agents, and [the Accenture Client] are named as additional insured." Such coverages are primary, non-contributing and contain waivers of subrogation against any coverage held by Accenture or Accenture Client. Thirty (30) days written notice shall be provided to Accenture in the event of cancellation, non-renewal or material change of any of the above-mentioned policies.
- i) Company shall maintain all policies required herein with insurers acceptable to Accenture. Accenture may disallow coverage from any insurer that does not maintain a rating from A.M. Best Company of A- VII or higher.

18. TERM.

This Agreement shall be effective as of the Effective Date and all the terms and conditions of this Agreement shall remain in full force and effect for a period of three years after the Effective Date, unless (i) otherwise terminated in accordance with the provisions of Section 19, Termination, below or (ii) the Agreement is renewed by a written amendment as agreed between the parties. Upon the expiration of this Agreement, active Electronic Work Orders and/or SOW's, if any, shall be governed by the terms and conditions of this Agreement until such Electronic Work Orders and/or SOWs are terminated or its performance has been completed.

19. TERMINATION.

- a) Applicable Electronic Work Orders or SOW(s) may be immediately terminated by Accenture if Accenture's Client disapproves the selection of Company, disqualifies Company Worker for any reason, or if Accenture's Client suspends or terminates the Prime Contract.
- b) Either party may, upon giving fourteen (14) days written notice identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement, provided the other party has not cured such breach within the fourteen (14) day period.
- c) Accenture may at any time with or without cause and without liability terminate any or all Electronic Work Orders and/or SOWs. Notice of such termination via e-mail shall be considered an acceptable form of written notice to Company.
- d) In the event of a breach of any of the representations, warranties, or covenants under Section 11, Accenture may, in its sole discretion and in addition to any other remedies it may have under law or this Agreement, terminate this Agreement immediately. In such an event all SOWs and Electronic Work Orders shall also terminate unless otherwise specified by Accenture in the notice of termination. Furthermore, if such breach is related to non-compliance with any applicable law, any claims for payment by Company with regard to 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 Company. Company 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.
- e) Either party may at any time and without cause terminate this Agreement upon giving thirty (30) days written notice to the other party. Termination of this Agreement shall not affect any SOWs and/or Electronic Work Orders then in effect, unless

Accenture specifies otherwise in writing. This Agreement shall continue to govern such Electronic Work Orders and/or SOWs until they are terminated or performance has been completed.

- f) In the event any Electronic Work Order and/or SOW is terminated, Company shall be entitled to payment of all fees and reimbursement of expenses owed to Company for Services satisfactorily performed under the applicable Electronic Work Order and/or SOW that were incurred prior to the effective date of such termination. The preceding sentence shall not apply if the termination results from the following: a) Company's non-compliance with applicable laws b) Company has breached a material term or condition under this Agreement c) Company's failure to pay Company Workers or third party subcontractors in compliance with all laws and consistent with this Agreement.

If Company fails to make timely and complete payments to Company Workers or third party subcontractors, Company agrees that Accenture may transition impacted Company Worker/s to another staffing vendor, and Company waives any and all restrictive covenants that would otherwise restrict Accenture's ability to facilitate such a transition or that would restrict Company Worker from accepting such employment and agrees that it will not seek to enforce any such restrictions and/or bring any claims against Accenture arising out of any such transition.

- g) Upon receipt of notice of termination of any Electronic Work Order and/or SOW for any reason, Company will use reasonable efforts to promptly curtail all Services provided under the applicable Electronic Work Order and/or SOW in an orderly fashion and shall promptly provide to Accenture, without cost to Accenture, all work product, including but not limited to, all work in process, drafts, files and other materials developed by Company under this Agreement in connection with the Project and all materials provided to Company by Accenture in connection with this Agreement. Upon termination as provided herein Company shall further deliver to Accenture any other materials, documentation or information necessary for Accenture to complete, or have completed, the work to be performed hereunder by Company.

20. EXCLUSIVE USE OF THE CONTRACTOR EXCHANGE.

Under any and all circumstances, including but not limited to the situation where Company has a pre-existing relationship with an Accenture Client, Company Worker/s placed by Company at Accenture shall be set up as Company Worker/s through the Contractor Exchange (Cx) program; and all time sheets/expenses for such Company Worker/s shall be submitted through the Cx VMS Tool as per the terms of this Agreement, except when authorized in writing by Accenture's US Subcontractor Category Lead. Company Worker/s Accenture will not pay to Company any fees or expenses associated with the placement of any Company Worker/s outside of the Cx program without such express, written consent, which may be withheld or denied in Accenture's sole discretion.

21. COMPANY WORKER/S ARE EMPLOYEES OF COMPANY.

- a) Company Worker/s shall be employee/s or qualified Independent Contractor/s, pursuant to IRS guidelines, federal, state and local laws, of Company or its subcontractor and shall not be deemed to be employee/s of Accenture. Accenture is not nor shall Accenture be deemed to be a joint employer with Company. Accenture acknowledges that the Services to be provided by Company Worker/s hereunder are contemplated to be temporary and non-permanent in nature.
- b) Before Company Workers begin providing Services to Accenture, Company, and not Accenture, shall be solely responsible for completing the profile for each Company Worker in Accenture's Cx VMS Tool. Accordingly, Company is also responsible for populating the Fair Labor Standards Act (FLSA) field in each Company Worker's profile in the Cx VMS Tool, classifying Company Worker as exempt or non-exempt under state and federal laws.
- c) During the term of this Agreement, Company, and not Accenture, shall be solely responsible for: (i) paying all wages and other compensation to Company Worker/s; (ii) withholding and payment of federal and state individual income tax, FICA, FUTA and other taxes and applicable amounts with respect to payments made to Company's employees; (iii) providing all insurance and other employment related benefits to Company's employees and independent contractors; (iv) ensuring that any independent contractors assigned to work under this Agreement are qualified as Independent, pursuant to IRS guidelines, federal, state and local laws, and meet the requirements below, and (v) making any overtime payments to Company's employees if required by law or regulations.
- d) In the event Company desires to utilize in connection with this Agreement any Independent Contractors, such contractors must be qualified by Company as Independent Contractors pursuant to IRS guidelines as well as any applicable law or regulation in the jurisdiction in which the contractor provides services. Company shall ensure that contractor shall: (i) comply with all federal, state and local laws, ordinances, regulations and orders with respect to the performance of Services under this Agreement, (ii) pay all filing fees and federal, state and local taxes (including income tax, self-employment tax, FICA, FUTA and other taxes applicable to his/her services to Accenture under this Agreement, (iii) pay all amounts

required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefits acts when due.

- e) Company acknowledges and warrants that: (i) Company will set the hours of work of Company Worker/s except to the extent Services are performed on the premises or facilities of Accenture or Accenture Client. In such cases, then Company and Company Worker/s shall be allowed access only during the hours established by the occupant of such premises or facilities, as the normal work hours of its employees at such premises or facilities; (ii) Company, when feasible given the nature of the project undertaken, will provide its own tools, equipment, supplies and materials to Company Worker/s rendering Services to Accenture under this Agreement as necessary to accomplish the result to be achieved; and (iii) Company and Company Worker/s shall not have any right, power or authority to create any obligation, express or implied, or to make representations on behalf of Accenture, and Company and Company Worker/s shall not hold themselves out to the public or to any Accenture Client as having any right, power or authority to create any obligation, express or implied, or to make representations on behalf of Accenture.
- f) For purposes of Code Section 4980H, the Company agrees for each calendar month covered by this Agreement to provide all full-time (as defined in Code Sec. 4980H(c)(4)) Company Workers and their dependents with coverage under an eligible employer-sponsored plan, as defined in Code Sec. 5000A(f)(2), which: (i) provides minimum essential coverage, in accordance with Code Sec. 5000A(f)(1), (ii) is affordable, in accordance with Code Sec. 36B(c)(2)(C)(i), and (iii) provides minimum value, in accordance with Code Sec. 36B(c)(2)(C)(ii). The Company further agrees that it will require all of its subcontractors staffed to Accenture or an Accenture client to comply with the preceding sentence. The Company is responsible for determining whether Company Workers are full-time employees, in accordance with a method described in applicable regulations issued under Code Sec. 4980H. The Company also agrees that it will be responsible for all applicable reporting obligations. The parties acknowledge that the rate of compensation described in Section 4 of this Agreement accounts for a higher rate or maximum possible rate for Company Workers who elect health plan coverage compared to those who do not. Solely in the event a government agency determines that any of the Company Workers is a common law employee of Accenture, the parties intend that the offer of coverage provided by the Company or subcontractor to such Company Worker will be treated as an offer of coverage by Accenture in accordance with Treasury Regulation Section 54.4980H-4(b)(2). Accenture's payment of a fee for any such Company Worker's health care coverage will in no event be construed as evidence of, or an admission that, such Company Worker is the common law employee or joint employee of Accenture.

22. WAIVER OF BENEFITS.

- a) Company Worker/s are not employees of Accenture for any purposes; such Company Worker/s are not entitled to and will not be provided with any benefits now given by Accenture to, or hereafter declared for the benefit of, Accenture's employees, groups or Affiliates.
- b) EACH COMPANY WORKER SHALL VOLUNTARILY WAIVE (GIVE UP) ANY INTEREST, CLAIM OR ENTITLEMENT TO, OR RIGHT TO PARTICIPATE IN, AND AFFIRMATIVELY ELECT NOT TO ENROLL OR PARTICIPATE IN, ANY RETIREMENT, PENSION, 401(K), HEALTH CARE, OR OTHER BENEFIT PLAN MAINTAINED BY ACCENTURE FOR ITS EMPLOYEES, GROUPS OR AFFILIATES.
- c) THIS WAIVER AND ELECTION NOT TO ENROLL OR PARTICIPATE APPLIES TO THE ENTIRE TERM OF THIS AGREEMENT AND THIS WAIVER WILL REMAIN IN FULL FORCE AND EFFECT EVEN IF A GOVERNMENTAL AGENCY OR COURT SUBSEQUENTLY DETERMINES THAT ANY SUCH COMPANY WORKER WAS A "LEASED EMPLOYEE" (AS DEFINED IN SECTION 414 OF THE INTERNAL REVENUE CODE) OR A "COMMON-LAW EMPLOYEE" OF ACCENTURE DURING ANY PORTION OF THE TERM OF THIS AGREEMENT.

23. TAXES.

Accenture shall pay for the following taxes in connection with this Agreement (except taxes based on or measured by Company's or any legal person's net income or property, FICA, FUTA and other taxes imposed by law upon Company and Company Worker/s due to the employment relationship between Company and Company Worker/s) including any sales, use, excise, value-added, services, consumption, and other similar taxes and duties assessed on the provision of independent contractor services by Company to Accenture or on Company's charges to Accenture under this Agreement, including the reimbursement of expenses. Notwithstanding the foregoing, provided Accenture or an Affiliate furnishes Company with a copy of a resale exemption certificate, no sales taxes will be billed to Accenture. If Accenture is required to withhold or deduct any taxes from any payment to Company, Accenture will not be required to "gross up" the amount of such payment and shall pay to Company the total amount reflected on the invoice less the applicable withholding taxes. Accenture and Company shall cooperate in good faith to minimize taxes to the extent legally

permissible. Each party shall provide and make available to the other party any resale certificates, treaty certification and other exemption information reasonably requested by the other party. Company agrees to provide Accenture upon request any documents which may be required for regulatory purposes including, but not limited to, Internal Revenue Service Forms W-9, W-8BEN, and W-8ECI (if applicable).

24. ACCENTURE EMPLOYEE NONRECOURSE.

It is expressly understood and agreed by Company that none of Accenture's covenants, undertakings or agreements herein are made or intended as personal covenants, undertakings or agreements by any employees or personnel of Accenture, and any liability of Accenture for damages for breach or nonperformance or otherwise arising under or in connection with this Agreement is hereby expressly waived by Company against each and every one of the employees or personnel of Accenture personally and individually, and in such instance Company shall look solely to Accenture and its assets and not to any individual employees or any individual employee's assets for discharge of any such liability.

25. LIABILITY LIMITS.

- a) **Consequential Damages, Statute of Limitations.** With the exception of bodily injury or death and Company's indemnification, Data Privacy and confidentiality obligations under this Agreement, in no event shall either party or any Accenture affiliated firm be liable for consequential, special, indirect, incidental or punitive losses, damages or expenses of the other party resulting from use of any Services, or otherwise arising under or in connection with this Agreement, regardless of how such losses, damages or expenses arise and irrespective of whether or not it has been advised of the possibility of such losses, damages or expenses.
- b) **Limitation on Recovery.** With the exception of bodily injury or death and Company's indemnification, Data Privacy and confidentiality obligations under this Agreement, Company's and Accenture's respective maximum liability to each other concerning Company's Services, or in any manner related to this Agreement, for any and all claims, shall not in the aggregate exceed the Service charges and expenses payable by Accenture to Company hereunder with respect to a particular Company Worker/s Services that is/are the subject matter of the claimed damage or loss.
- c) **Force Majeure.** Neither party shall be liable to the other for non-performance or delay in performance caused by any events or matters beyond its reasonable control, including without limitation, acts of God, acts or omissions of the other, acts of government, war, strikes, lockouts or embargoes.
- d) **Limitation on Causes of Action.** No action, regardless of form, arising out of or related to any Services provided under this Agreement may be brought by Company by more than one (1) year after the cause of action arises.

26. NON-SOLICITATION.

- a) During the term of this Agreement and continuing for a period of twelve (12) months thereafter, Company agrees that it will not hire or solicit any employee of Accenture or any personnel of any Accenture Client, for employment with Company or any third party.
- b) During the term of this Agreement and continuing for a period of twelve (12) months thereafter, Company agrees not to solicit for hire and/or assign any Company Worker/s to work directly on Accenture Client projects without Accenture's involvement, in cases where Company learned about such work with Accenture's Client through its relationship with Accenture, which is the subject of this Agreement, without the prior written consent of Accenture.
- c) For purposes of this section, "personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of such services.

27. PRIME CONTRACT REQUIREMENTS APPLICABLE.

Company shall take all reasonable and necessary steps to enable Accenture to comply with any applicable Accenture Client contract/s for the provision of information technology and related services by Accenture to its Accenture Client/s ("Prime Contract/s"). Notwithstanding any other provision to the contrary, all work and/or deliverable items shall be produced and performed strictly in accordance with the provisions of the Prime Contract/s as set forth in an applicable Exhibit C ("Project Exhibit") attached to this Agreement, which by this reference are incorporated herein and made a part hereof as if fully set forth. If any Prime Contract/s clause or other provision incorporated herein refers specifically to another provision as governing subcontract arrangements under the Prime Contract/s, then such other provision also is incorporated herein by reference and Company shall be required to comply with its terms.

28. SUBCONTRACTING.

- a) Company shall make every effort to propose candidates to Accenture that are directly employed by Company. Company may subcontract Services to be performed under this Agreement only upon Accenture's consent through Accenture's Cx VMS Tool. Unless otherwise approved by Accenture, Company shall only subcontract with third parties to whom the resource(s) to be staffed is/are directly employed by the subcontractor. Company must enter all relevant and required information pertaining to Company Workers, including the name of the end employer directly in Accenture's Cx VMS Tool. Accenture reserves the right to reject, at its sole discretion, any subcontractor that Company may identify to Accenture. Company must identify and provide a list of all of its third-party subcontractors to Accenture at Accenture's request; the list must include at a minimum the company name(s), address(es), and telephone number(s) of all of its third-party subcontractors and the names of all Company Workers associated with each subcontractor. Company shall be solely responsible for the subcontractor's performance under this Agreement and any applicable Project Exhibits, Electronic Work Orders and/or SOWs and shall ensure that subcontractor abides by the terms and conditions of the same. When selecting subcontractors with which to work with under this Agreement, Company shall make every effort to comply with Exhibit F, Supplier Diversity Program, to ensure that diversity exists among Company's subcontractors. Company agrees that: (i) Company or its subcontractor shall materially comply with all of the terms and conditions of this Agreement and (ii) that Company is responsible and primarily liable to Accenture and will indemnify Accenture for any act or omission of Company or its subcontractor relating to this Agreement (including without limitation a breach hereof).

Notwithstanding anything stated to the contrary herein, in any case where Company subcontracts Services to a subcontractor under this Agreement, such subcontractor shall not be entitled to further subcontract services to any other company or entity without Accenture's permission

- b) Company shall require its subcontractor(s) to agree in writing to the same terms and conditions that Company has agreed to with Accenture in this Agreement, including terms and conditions from all applicable Exhibit Cs. Company shall certify in writing, upon request from Accenture, that Company and its subcontractors have agreed to and signed an agreement containing substantially the same terms and conditions contained herein; except that Company's subcontractor(s) shall agree to and comply with the exact terms of the compensation, option to hire, warranty and replacement, audit, and representations and warranties provisions of this Agreement as described in Sections 4, 7, 8, 10 and 11, unless Accenture approves an exception in advance of onboarding a Company Worker. Where Company allows its subcontractor(s) to maintain lower insurance coverage than is required by this Agreement, Company shall be responsible to cover any insurance coverage gap between the requirements of this Agreement and the actual coverage maintained by Company's subcontractor.
- c) Company will not invoice Accenture for any additional rates, costs, or expenses when using a subcontractor to perform any Services under this Agreement. Company shall only be entitled to payment of all fees and reimbursement of expenses, as provided in Section 4, 5, 6, and 7 under this Agreement.
- d) Company shall be responsible to Accenture for all reporting, administration and communication under this Agreement, including providing all necessary documentation to Accenture on behalf of all Company's subcontractors.
- e) In all cases where Company works with a subcontractor to provide Services to Accenture under this Agreement, Company shall ensure the final Bill Rate to Accenture complies with all Rate Card Rate/s and Markup/s as applicable within Section 4. In all cases, the Hourly Wage for third party resources refers to the hourly base pay (wage) paid to Company Worker/s by Company's subcontractor and does not equate to the bill rate charged to Company by its subcontractor ("Company Bill Rate"). Company is responsible for obtaining the Hourly Wage of the Company Worker from the third-party subcontractor and shall enter the Hourly Wage and total Markup into the Cx VMS Tool. In all instances, the total Markup percentage between the Hourly Wage of such Company Worker/s and the final Bill Rate to Accenture shall comply with the total Markup identified in Section 4.
- f) The Company shall be responsible at all times for verifying compliance with all immigration, labor and employment laws and regulations (collectively, "Immigration Laws") applicable to the Company's subcontractors performing any Services hereunder including, but not limited to, ensuring that all subcontractors placed at Accenture or Accenture Client worksites have valid work authorization. Company represents and warrants to Accenture that any subcontractors requiring an employment visa or any other governmental or regulatory consent or permission ("Approval") to live, work and perform the Services in the locations and countries where any services will be performed, have obtained all required Approvals and Company shall ensure that such Approvals remain valid and in force during the performance of any and all Services

provided under this agreement. Upon request by Accenture, Company shall provide documentation of such Approvals to Accenture.

29. ONLINE ACCEPTANCE.

- a) Electronic Work Orders may be entered into and considered valid for all purposes under this Agreement. When an Electronic Work Order is issued and then Fully Approved by both parties, as defined in subsection (b) below, a written SOW is not necessary. All Electronic Work Orders are bound to the terms of the Agreement and any applicable Exhibits. An Electronic Work Order will be deemed executed by both parties, when the procedure outlined in subsection (b), below, is followed by the parties.
- b) The parties acknowledge that Accenture in most cases uses a Vendor Management System (VMS) within Accenture's Contractor Exchange (Cx) ("Cx VMS Tool") to communicate requisitions, proposals and Electronic Work Orders in connection with the Services of Company Worker/s. Under this Cx VMS Tool, Accenture will communicate its acceptance of Company proposals by transmitting an Electronic Work Order to Company online. The Electronic Work Order approval process is as follows:

- Company proposes candidates to Accenture via Accenture's Cx VMS Tool.
- When a candidate that is proposed by Company is selected by Accenture, an Electronic Work Order is generated in the Cx VMS Tool.
- Accenture must accept and approve the terms of the Electronic Work Order within the Cx VMS Tool by clicking the "Approve" button (Approve). *
- NOTE: In the case of Payrolled or other pre-identified Company Worker/s, Accenture will create the Electronic Work Order directly in the Cx VMS Tool.
- After the Electronic Work Order is Approved via the Cx VMS Tool by Accenture, Company shall receive notification that a work order is pending Company approval.
- Company must log into the Cx VMS Tool, open the Electronic Work Order and review all terms and conditions of the Electronic Work Order.
- Once satisfied, Company must click the "Approve" button via the Cx VMS Tool to accept and Approve the Electronic Work Order.
- When the Electronic Work Order is Approved via the Cx VMS Tool by both Accenture and Company ("Fully Approved"), the Electronic Work Order shall be deemed binding on both parties. *
- If Company does not accept the terms of the Electronic Work Order, Company must Deny ("Deny") the Electronic Work Order within the Cx VMS Tool. Company must either Approve or Deny the Electronic Work Order within the Cx VMS Tool within 1 business day from receipt. For the purposes of this Agreement, an Electronic Work Order shall be deemed to be received by Company when the Electronic Work Order becomes available to any representative of Company, either in an email containing the Electronic Work Order or through the Cx VMS Tool, whichever is the earliest to occur.

*For the avoidance of doubt, Accenture Approval via the Cx VMS Tool does not apply to deviations in rates as identified in Section 4. All rates must comply with the pricing terms outlined in Section 4 of this Agreement.

- c) The parties acknowledge that as part of using such Cx VMS Tool there may be discussions, email messages and/or other related communications, whether collaborative or independent, between their representatives concerning the requisitions and proposals for the engagement of Services of Company Worker/s, and that these communications may occur prior to or after the transmission of an Electronic Work Order by Accenture under the Cx VMS Tool. It is agreed that an Electronic Work Order transmitted by Accenture under section (b) above, shall supersede any and all such communications, whether oral, written (including any email messages) or sent via the Cx VMS Tool in connection with the Services of a Company Worker/s. Any document or communication from Company, whether in writing or transmitted via the Cx VMS Tool, shall be deemed for Company's administrative convenience only, and shall not amend nor modify the terms of any Electronic Work Order transmitted pursuant to section (b) above; nor shall such document or communication from Company be binding on Accenture unless such document or communication is in a separate written document (other than via the Cx VMS Tool) and signed by an authorized representative of Accenture.
- d) The parties agree that the Cx VMS Tool generates and maintains a record of the transactions between the parties and that the recorded data, including, but not limited to, requisitions, proposals, Electronic Work Orders and payment rates specified therein may be relied upon by both parties for the purpose of resolving any disputes or conflicts.

- e) Company and Accenture acknowledge that an Electronic Work Order may be modified by a change order according to the following procedure using the Cx VMS Tool:
 - i) A representative of Accenture or Company requests a change to the Electronic Work Order.
 - ii) The Accenture Cx Representative or the Hiring Manager assigned to the Electronic Work Order in the Cx VMS Tool (“Hiring Manager”) locates the original Electronic Work Order in the Cx VMS Tool, and updates the Electronic Work Order as applicable.
 - iii) When modified, the original Electronic Work Order number will be amended to show a – X number (e.g. 576843 -2) to show the revision number. All Electronic Work Order amendments must be Fully Approved (as defined in subsection (b) above) before becoming effective.

In the Cx VMS Tool, the updated Electronic Work Order is identified with a revision number (“-X”); however, a “Work Order History” section displays all of the modifications made to the Electronic Work Order since its creation.

30. INFORMATION SECURITY REQUIREMENTS.

Company shall comply with the information security requirements set forth as Exhibit K to this Agreement.

31. GENERAL.

31.1 Notice. Any notice given pursuant to this Agreement will be in writing and will be deemed to have been given: (a) when delivered personally, by courier or by express service; (b) five (5) days following its deposit into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to the other party at the address set forth on the initial page of this Agreement or a replacement address, or (c) on the date of its transmission if sent via email or fax to the other party's accurate email address or fax number for the other party's accurate contact person and if confirmed within five (5) business days thereafter with a print copy of same delivered personally or by such mail delivery. Either party may designate a different address by notice to the other given in accordance herewith.

31.2 Company Contractor Status, Requirements. Company is an independent contractor. Company Worker/s shall not be deemed to be employees of Accenture or any Accenture affiliated firm, nor shall Accenture or any Accenture affiliated firm be deemed to be a joint employer with Company. Accenture and/or Affiliates acknowledge that the Services to be provided by Company Worker/s hereunder are contemplated to be temporary and nonpermanent in nature. Nothing herein shall be deemed or construed to create an agency, joint venture, partnership, or employer-employee relationship between the parties for any purpose, including but not limited to taxes or employee benefits. Company will be solely responsible for: (a) paying all wages and other compensation to Company Worker/s; (b) withholding and payment of federal and state individual income tax, FICA, FUTA and other taxes and applicable amounts with respect to payments made to Company's employees; (c) providing all insurance and other employment related benefits to Company's employees; and, (d) making any overtime payments to Company's employees if required by law or regulations. Neither party shall commit, nor be authorized to commit or bind, the other party in any manner.

31.3 Waiver. No waiver or modification of any right or remedy under this Agreement or of any provision hereof shall be effective unless it is stated in writing and signed by the party against whom enforcement is sought. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed or deemed to be a waiver or release and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No effective waiver of any right, remedy or provision of this Agreement shall be deemed a waiver of any other.

31.4 Severability. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this 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 herein set forth.

31.5 Publicity. Neither Company nor its subcontractors shall issue or sponsor any advertising or publicity that states or implies, either directly or indirectly that Accenture and/or Affiliates or its Accenture Client/s endorses, recommends or prefers Company's Services. Neither Company nor its subcontractors shall use Accenture's and/or Affiliates or its Accenture Client's name, logo,

or trademark in any fashion, including but not limited to promotional materials or other communications with third parties, without Accenture's and/or Affiliates or its Accenture Client's prior written consent, which Accenture may withhold in its sole discretion.

31.6 Disputes. Company agrees to seek recourse solely against Accenture, and/or Affiliates and not against its Accenture Client/s, in any of its capacities, for any claim arising under this Agreement. The parties agree that in the event of a dispute or alleged breach they will work together in good faith to resolve the matter internally by escalating it to higher levels of management and, if necessary, to use a mutually agreed upon alternative dispute resolution mechanism (other than arbitration) prior to resort to litigation.

31.7 Further Assurances. Company hereby agrees to execute such further documents as Accenture and/or Accenture Client may reasonably require in connection with the award or performance of this Agreement.

31.8 Non-assignability. This Agreement is not assignable by Company without the prior written consent of Accenture.

31.9 Business Continuity. Company warrants that it has in effect a Business Continuity Plan ("BCP") as described in its response to the request for proposal in connection with this Agreement, if any, and that Company shall maintain such BCP in effect for the term of this Agreement. In the event that Company (a) does not have a BCP in effect on the Effective Date of this Agreement, (b) did not respond to a request for proposal or (c) did not include a BCP in its response to a request for proposal in connection with this Agreement, Company shall establish a detailed BCP no later than thirty (30) days following the Effective Date of this Agreement.

In addition, upon request by Accenture, but not more than once in every calendar year, Company shall provide assurance of its financial health by submitting to Accenture such financial reports or documentation normally maintained by Company in the course of its business as may be requested by Accenture.

31.10 Governing Law. All questions arising under or in connection with this Agreement shall be governed and determined by the substantive laws of the State of Illinois, including Illinois laws regarding limitations of actions, without giving effect to the principles thereof relating to the conflict of laws. The U.S. federal and state courts of the State of Illinois located in Cook County shall have sole and exclusive jurisdiction and venue to adjudicate over any actions relating to the subject matter of this Agreement. The parties consent to the exclusive jurisdiction of the courts specified above, and expressly waive any objection to the jurisdiction or convenience of such courts.

31.11 Survival of Obligations. The following provisions of this Agreement shall survive termination of this Agreement: Sections 10, 11, 12, 13, 14, 15, 16, 17, 22, 23, 24, 25, 26, 27, 28 and 30.

31.12 Complete Agreement/Modifications. This Agreement, and all attachments or exhibits herein, amends and restates any previous Master Temporary Help Company Agreement or Master Contractor Services Agreement (the "Prior Agreement") executed between Accenture LLP and Company. Notwithstanding the foregoing, however, all mutually agreed to, fully-executed SOWs, Exhibit A's (or any other exhibits under which written statements of work have been previously executed under the Prior Agreement) shall terminate and new Exhibits A's and/or Written Statements of Work must be issued and re-executed under the terms of this Agreement to be considered valid. The remaining Exhibits with the following headings (or headings similar to the following) shall remain in full force and effect and continue under the terms of this Agreement: "Electronic Work Orders", "Protection of Confidential Information", "Prime Contract Flow-Downs", "Use and Return of Accenture Equipment", and "Verification of Background Checks". This Agreement sets forth the entire intent and understanding of the parties hereto on the subject matter hereof, and supersedes any other agreements or understandings regarding the Services as described herein. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

EACH INTENDING TO BE BOUND TO THE OTHER, Accenture and Company have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Agreed and accepted:

CYBERSEARCH



Signature

Anthony Sherwood

Printed Name

Anthony Sherwood

Title

Sep 6, 2018

Date of Signature

ACCENTURE LLP



Kenneth Smith (Sep 4, 2018)

Signature

Kenneth Smith

Printed Name

NA Delivery Lead – Procurement

Title

Sep 4, 2018

Date of Signature

**Attachment A
TO
MASTER CONTRACTOR SERVICES AGREEMENT**

RATE CARD

- The rates on this Rate Card are not-to-exceed Rates.
- For the avoidance of doubt, the not-to-exceed markups listed in Section 4 of the Agreement also apply

			Not-to-exceed ("NTE") Pay rates	NTE W2/H1B Bill Rate	NTE Payroll Rate	NTE IC Bill Rate	NTE Pay rates	NTE W2/H1B Bill Rate	NTE Payroll Rate	NTE IC Bill Rate	NTE Pay rates	NTE W2/H1B Bill Rate	NTE Payroll Rate	NTE IC Bill Rate
Role Tier	Skill Tier	Location Tier	Level 5				Level 6				Level 7			
Platinum	Premium	High	\$119	\$160	\$137	\$140	\$112	\$151	\$129	\$132	\$100	\$135	\$115	\$118
		Medium	\$111	\$150	\$128	\$131	\$108	\$146	\$124	\$127	\$93	\$127	\$109	\$110
		Low	\$102	\$137	\$117	\$120	\$96	\$130	\$112	\$113	\$87	\$118	\$101	\$102
	Standard	High	\$110	\$149	\$127	\$130	\$101	\$136	\$116	\$119	\$89	\$121	\$104	\$105
		Medium	\$102	\$138	\$117	\$120	\$96	\$130	\$112	\$113	\$83	\$113	\$98	\$98
		Low	\$95	\$129	\$111	\$112	\$86	\$117	\$101	\$102	\$78	\$106	\$91	\$92
Gold	Premium	High	\$101	\$136	\$116	\$119	\$93	\$126	\$109	\$110	\$83	\$113	\$97	\$98
		Medium	\$91	\$124	\$107	\$108	\$85	\$116	\$100	\$101	\$77	\$105	\$91	\$91
		Low	\$86	\$117	\$101	\$102	\$79	\$107	\$92	\$93	\$71	\$97	\$83	\$84
	Standard	High	\$90	\$122	\$105	\$106	\$83	\$112	\$97	\$97	\$73	\$100	\$86	\$86
		Medium	\$83	\$113	\$98	\$98	\$80	\$109	\$94	\$95	\$69	\$94	\$81	\$82
		Low	\$75	\$102	\$88	\$89	\$69	\$94	\$81	\$82	\$64	\$87	\$75	\$75
Silver	Premium	High	\$78	\$106	\$91	\$92	\$74	\$100	\$86	\$87	\$66	\$90	\$77	\$78
		Medium	\$72	\$98	\$84	\$85	\$69	\$93	\$80	\$81	\$63	\$85	\$73	\$74
		Low	\$68	\$92	\$79	\$80	\$64	\$87	\$75	\$76	\$59	\$81	\$71	\$69
	Standard	High	\$70	\$95	\$81	\$82	\$65	\$89	\$76	\$77	\$60	\$81	\$70	\$70
		Medium	\$65	\$89	\$76	\$77	\$62	\$84	\$73	\$73	\$60	\$81	\$70	\$70
		Low	\$60	\$81	\$70	\$70	\$58	\$79	\$69	\$68	\$52	\$72	\$63	\$62
Bronze	Premium	High	\$53	\$72	\$63	\$62	\$52	\$72	\$63	\$62	\$46	\$63	\$55	\$54
		Medium	\$49	\$67	\$59	\$58	\$49	\$67	\$59	\$58	\$42	\$58	\$51	\$50
		Low	\$46	\$63	\$55	\$55	\$46	\$63	\$55	\$54	\$39	\$53	\$47	\$46
	Standard	High	\$48	\$66	\$58	\$57	\$47	\$64	\$56	\$55	\$42	\$58	\$51	\$50
		Medium	\$44	\$61	\$53	\$52	\$43	\$59	\$52	\$51	\$38	\$53	\$46	\$45
		Low	\$41	\$56	\$49	\$48	\$40	\$55	\$49	\$48	\$36	\$49	\$43	\$43
Role Tier	Skill Tier	Location Tier	Level 8				Level 9				Level 10			
Platinum	Premium	High	\$90	\$123	\$106	\$107	\$81	\$111	\$95	\$96	\$68	\$93	\$80	\$81
		Medium	\$85	\$116	\$100	\$101	\$77	\$104	\$90	\$90	\$65	\$89	\$76	\$77
		Low	\$79	\$108	\$93	\$94	\$72	\$98	\$84	\$85	\$61	\$83	\$72	\$72
	Standard	High	\$82	\$111	\$96	\$96	\$73	\$99	\$85	\$86	\$62	\$85	\$73	\$73
		Medium	\$75	\$102	\$88	\$89	\$68	\$92	\$79	\$80	\$58	\$79	\$69	\$68
		Low	\$70	\$96	\$82	\$83	\$64	\$87	\$75	\$75	\$54	\$75	\$65	\$64
Gold	Premium	High	\$77	\$105	\$90	\$91	\$71	\$96	\$83	\$83	\$60	\$82	\$70	\$71
		Medium	\$72	\$98	\$84	\$85	\$66	\$90	\$78	\$78	\$57	\$78	\$69	\$67
		Low	\$67	\$91	\$79	\$79	\$61	\$84	\$72	\$73	\$53	\$73	\$64	\$63
	Standard	High	\$67	\$91	\$79	\$79	\$61	\$83	\$71	\$72	\$54	\$74	\$64	\$63
		Medium	\$64	\$86	\$74	\$75	\$58	\$79	\$70	\$68	\$51	\$70	\$61	\$60
		Low	\$59	\$81	\$69	\$70	\$54	\$74	\$65	\$64	\$47	\$65	\$57	\$56
Silver	Premium	High	\$60	\$81	\$70	\$71	\$56	\$76	\$67	\$66	\$50	\$68	\$60	\$59
		Medium	\$56	\$77	\$68	\$66	\$52	\$71	\$62	\$61	\$46	\$63	\$56	\$55
		Low	\$54	\$73	\$64	\$63	\$49	\$67	\$59	\$58	\$43	\$58	\$51	\$50
	Standard	High	\$54	\$74	\$64	\$63	\$50	\$68	\$60	\$59	\$43	\$59	\$52	\$51
		Medium	\$51	\$70	\$62	\$61	\$47	\$65	\$57	\$56	\$41	\$57	\$50	\$49
		Low	\$48	\$66	\$58	\$57	\$44	\$61	\$53	\$52	\$39	\$53	\$47	\$46
Bronze	Premium	High	\$42	\$58	\$50	\$50	\$38	\$53	\$46	\$45	\$34	\$47	\$41	\$40
		Medium	\$39	\$53	\$47	\$46	\$35	\$48	\$42	\$42	\$32	\$43	\$38	\$37
		Low	\$36	\$49	\$43	\$43	\$33	\$45	\$39	\$38	\$29	\$40	\$35	\$34
	Standard	High	\$38	\$53	\$46	\$45	\$35	\$47	\$42	\$41	\$30	\$41	\$36	\$35
		Medium	\$35	\$49	\$43	\$42	\$32	\$44	\$39	\$38	\$28	\$38	\$33	\$33
		Low	\$33	\$45	\$40	\$39	\$31	\$42	\$37	\$36	\$26	\$36	\$31	\$31

			Not-to-exceed ("NTE") Pay rates	NTE W2/H1B Bill Rate	NTE Payroll Rate	NTE IC Bill Rate	NTE Pay rates	NTE W2/H1B Bill Rate	NTE Payroll Rate	NTE IC Bill Rate	NTE Pay rates	NTE W2/H1B Bill Rate	NTE Payroll Rate	NTE IC Bill Rate
Role Tier	Skill Tier	Location Tier	Level 11				Level 12				Level 13			
Platinum	Premium	High	\$55	\$75	\$65	\$65	\$52	\$71	\$62	\$61	\$49	\$67	\$58	\$57
		Medium	\$51	\$70	\$62	\$61	\$49	\$66	\$58	\$57	\$46	\$62	\$55	\$54
		Low	\$47	\$65	\$57	\$56	\$45	\$61	\$54	\$53	\$42	\$58	\$51	\$50
	Standard	High	\$41	\$56	\$49	\$49	\$48	\$66	\$58	\$57	\$45	\$62	\$55	\$54
		Medium	\$40	\$55	\$48	\$48	\$44	\$60	\$53	\$52	\$41	\$56	\$49	\$48
		Low	\$37	\$50	\$44	\$43	\$40	\$55	\$49	\$48	\$37	\$51	\$45	\$44
Gold	Premium	High	\$48	\$65	\$57	\$56	\$44	\$61	\$53	\$52	\$41	\$57	\$50	\$49
		Medium	\$45	\$62	\$54	\$53	\$42	\$57	\$50	\$49	\$39	\$53	\$46	\$46
		Low	\$41	\$57	\$50	\$49	\$38	\$52	\$46	\$45	\$35	\$48	\$42	\$42
	Standard	High	\$41	\$56	\$49	\$49	\$40	\$55	\$49	\$48	\$38	\$52	\$46	\$45
		Medium	\$40	\$55	\$48	\$48	\$38	\$52	\$45	\$44	\$35	\$48	\$42	\$41
		Low	\$37	\$50	\$44	\$43	\$35	\$47	\$42	\$41	\$32	\$44	\$39	\$38
Silver	Premium	High	\$40	\$55	\$48	\$47	\$37	\$51	\$45	\$44	\$36	\$49	\$43	\$42
		Medium	\$37	\$51	\$45	\$44	\$35	\$48	\$42	\$42	\$34	\$46	\$40	\$40
		Low	\$34	\$47	\$41	\$40	\$33	\$45	\$39	\$39	\$32	\$43	\$38	\$37
	Standard	High	\$37	\$50	\$44	\$43	\$35	\$47	\$41	\$41	\$32	\$44	\$39	\$38
		Medium	\$35	\$48	\$42	\$41	\$33	\$45	\$39	\$39	\$31	\$42	\$37	\$37
		Low	\$33	\$45	\$40	\$39	\$31	\$42	\$37	\$36	\$29	\$40	\$35	\$34
Bronze	Premium	High	\$28	\$38	\$33	\$33	\$26	\$36	\$31	\$31	\$25	\$34	\$30	\$30
		Medium	\$26	\$35	\$31	\$30	\$24	\$33	\$29	\$28	\$23	\$32	\$28	\$27
		Low	\$24	\$33	\$29	\$28	\$22	\$30	\$27	\$26	\$22	\$30	\$26	\$26
	Standard	High	\$25	\$34	\$30	\$30	\$23	\$32	\$28	\$28	\$22	\$31	\$27	\$26
		Medium	\$23	\$32	\$28	\$27	\$22	\$30	\$26	\$26	\$21	\$29	\$25	\$25
		Low	\$21	\$29	\$26	\$25	\$20	\$27	\$24	\$23	\$19	\$26	\$23	\$23

Rate Card Role Tiers:

Platinum Tier Roles			
Advanced Application Engineer	Cloud Operations Engineer	Functional Data Integration Practitioner	Software Business Analyst
Alliances Solution Architect	Cloud Platform Architect	Global Platform Practitioner	Software Configuration Lead
Analytics and Modeling Lead	Cloud Regional Leadership	Industry Subject Matter Advisor	Software Development Ops Representative
Analytics and Modeling Practitioner	Cloud Sales Enablement	Infra Implementation Svcs Lead	Software Implementation Bus Practitioner
Analytics Practitioner	Cloud Security Practitioner	Infra Implementation Svcs Practitioner	Software Implementation Tech Architect
Application Architect	Cloud Services Operations	Infrastructure Consulting Lead	Software Product Application Architect
Application Automation Engineer	Cloud Solution Architect	Infrastructure Consulting Practitioner	Software Product Business Architect
Application Designer	Cloud Technical Architect	Infrastructure Innovation Practitioner	Software Product Development Lead
Application Integration Architect	Cloud Technical Architecture Delivery	Infrastructure Monitoring Practitioner	Software Product Infrastructure Arch
Application Lead	Cloud Technical Architecture Innovation	Infrastructure Technical Architect	Software Product Technology Architect
Application Security Architect	Cloud Tools and Automation Engineer	Infrastructure Technical Specialist	Software Quality Assurance Rep
Application Security Supp Practitioner	Cloud Transf & Migration Innov	Interaction Designer	Solution Enablement Practitioner
Application Services Account Executive	Cloud Transformation & Migration	IT Strategist	SW Business Technology Lead
Asset Manager	Configuration Designer	Network Analytics Advisor	SW Imp Tech Integration Practitioner
Automation Control Practitioner	Configuration Lead	Network Operations Advisor	SW Implementation Tech Practitioner
Business and Integration Architect	Content Designer	Network Operations Practitioner	SW Product Infrastructure Practitioner
Business and Integration Practitioner	Creative Tech Integration Practitioner	Offering Development Lead	SW Product Management Lead
Business Architect	Creative Technology Practitioner	Offering Development Practitioner	System Development Practitioner
Business Continuity Architect	Data Architect	OmniChannel Practitioner	Tech Delivery & Op Excellence Lead
Business Industrialization Lead	Data Modeler	Performance Engineer	Tech Delivery Subject Matter Expert
Business Industrialization Practitioner	Data Science Practitioner	Platform Database Administrator	Tech Domain Architect - Infrastructure
Business Process Architect	Deployment Lead	Product Owner	Tech Products& Offering Development Lead
Business Process Designer	Deployment Specialist	R&D Developer	Technical Architect
Capability Architect	Design Leadership Practitioner	R&D Lead	Technology Delivery Lead
Change Lead	Dev & Ops Architect	Release Management Lead	Technology Domain Arch Strategist
Change Practitioner	Digital Business Design Practitioner	Release Management Practitioner	Technology Domain Architect - Security
Client Data Protection Architect	Digital Integration Practitioner	Researcher	Technology Solution Planner
Cloud Advisory	Digital Marketing Practitioner	Sales Practitioner	Technology Solution Planning Lead
Cloud Advisory Innovation	Digital Prod Engineering Practitioner	Scrum Master	Test Automation Engineer
Cloud Alliances	Digital Product Management Practitioner	Security Architect	Test Automation Lead
Cloud Analytics	Digital Solution Architect	Security Consulting Lead	Usability Designer
Cloud Economics	Digital Technical Architect	Security Consulting Practitioner	User Experience Architect
Cloud Enterprise Architect	Digital Transformation Practitioner	Security Implement Svcs Practitioner	User Experience Engineer
Cloud Migration &Implementation Delivery	Enterprise Arch & App Strategist	Security Implementation Svcs Lead	User Experience Lead
Cloud Mobilization Practitioner	Functional & Ind Analytics Practitioner	Security Outsourcing Practitioner	Visual Designer
Cloud Operations Administrator	Functional Data Integration Architect	Security Specialist	Web Developer

Platinum Tier Roles			
Cloud Operations Architect			
Gold Tier Roles			
Application Developer	Encoding Technician	Mobilization Practitioner	Technology Account Lead
Business Analyst	Industry&Market Innovation Practitioner	Program/Project Manager	Technology Delivery Center Lead
Business Operations - PMO Lead	Infra Tech Support Practitioner	Service Management Practitioner	Technology Methodologist
Business Operations - PMO Practitioner	IT Operations Architect	Service Manager	Technology OpS Support Practitioner
Cloud Svc Del & Assurance	IT Operations Practitioner	Social Learning Practitioner	Technology Products & Offering Developer
Data Centre Lead	IT Service Management Coordinator	Software Account Lead	Test Architect
Data Centre Operator	IT Supplier Management Practitioner	Solution Delivery Planning Practitioner	Test Lead
Database Administrator	Marketing & Communications Practitioner	SW Bus Professional Svcs Lead	Translator
Digital Data Practitioner	Mobilization Lead	Tech Delivery&Op Excellence Practitioner	
Silver Tier Roles			
Application Support Engineer	Sales Enablement Practitioner	Technical Writer	Tester
Project Control Services Practitioner	SW/Application Tech Support Practitioner	Technology Educator	
Bronze Tier Roles			
IT Customer Service Representative			

Rate Card Skill Tiers:

Premium Skill Tier		
AAES for Chemicals	Microsoft - Robotic Process Automation	SAP ECC Project System
Abinitio	Microsoft Azure Machine Learning	SAP ECC Quality Management
Accenture Delivery Architectures (ADA)	Microsoft BOT Framework	SAP ECM (Enterprise Content Mgt)
Adobe AEM/CQ	Microsoft DevOps	SAP EPM Business Planning & Consolidation
Adobe Campaign (Neolane)	Microsoft Dynamics AX Functional	SAP Extended Warehouse Management
Advance Front End Development AngularJS	Microsoft Dynamics AX Technical	SAP FI Accounts Payable
Agile Coaching Enterprise Program & Project	Microsoft Dynamics CRM Technical	SAP FI Asset Accounting
Agile Continuous Integration Tools	Microsoft Power BI	SAP FI CO Finance
Agile Delivery management	Microsoft-Azure IoT Services	SAP FI General Ledger
Agile Development & Methods (Scrum/XP/Ka)	MicroStrategy	SAP FI New General Ledger
Agile Methods (ADM for Distributed Agile Scrum XP)	Mobile /Tablet Applications Testing	SAP Fieldglass
Agile Project Management	MQ Series	SAP FMS
Agile Team Practices	Mule Enterprise Service Bus (ESB)	SAP for Utilities
Amazon Web Services (AWS)	Mulesoft Cloudhub	SAP HANA
Analytics	MUREX	SAP HANA Studios
Analytics Data Services	Node.js	SAP HCM On Premise ABAP
Android Application Development	OpenStack	SAP HCM On Premise Human Capital Management
AngularJS	Oracle Agile PLM	SAP Hybris Commerce
Apigee	Oracle Applications DBA	SAP Master Data Management & Architecture
Appian	Oracle Applications Development	SAP Master Data Migration
Apple iOS Application Development	Oracle Cloud	SAP PO/PI & APIs Development
Application Architectures	Oracle Communications Order and Service Management	SAP Portal Architecture
Asset Management	Oracle Customer Experience (Eloqua, InQuira, RightNow, Endeca, Oracle CX Social CRM, ATG, Social Apps)	SAP PRA (Production & Revenue Accounting)
ATG	Oracle Demantra	SAP SCM APO Demand Planning
Automated Testing	Oracle Fusion Applications (Fin GRC/Fusion Accounting Hub/GL, HCM, CRM, SCM, PPM)	SAP SCM APO Supply Network Planning
Automation Anywhere Enterprise Knowledge	Oracle Global Trade Management (GTM)	SAP SuccessFactors Employee Central
Banking Payments	Oracle Hyperion Planning	SAP Technical Architecture
BI Solution Architecture	Oracle Hyperion/EPM (HFM, Essbase, Planning, Reporting, Analytics)	SAP UI5 / Fiori Development (HTML5 & Java)
Big Data Analytics	Oracle Primavera	SAP-BW-Business Warehouse
Big Data Infrastructure Architecture	Oracle Retail Merchandising System	SAP-Retail
Blue Prism	Oracle SOA BPEL Process Manager	Scala
Business Objects (BOBJ)	Oracle SOA OSB	Scrum Master
Cerner	Oracle Transportation Management (OTM)	Security Information & Event Management (SIEM) Platform Management
Cloud Infrastructure	Oracle Utilities Customer Care & Billing SPL	Selenium
Cloudera	Oracle/PeopleSoft SCM (Oracle Process Manufacturing(OPM), Supply Chain, Order Mgmt)	Service Cloud
Cognos	Oracle-BI (OBIEE Plus)	ServiceNow
Concur	Oracle-Fusion HCM	ServiceNow SDLC Scrum
Core Java EE Design Patterns	Pegasystems	Sharepoint
CRM Applications	Pegasystems Robotic Process Automation RPA	Sitecore
Curam	Performance Engineering	Spark Programming
Customer Experience Management	Performance Testing Strategy	Splunk
Design Thinking	QlikView	Splunk SIEM
DevOps	reactjs	Sterling Commerce
Digital Marketing Solution	Retail Channel - eCommerce	Tableau
Digital Media Auditing	Robotics	TCL

Premium Skill Tier		
Digital Solutions	S/4 HANA Enterprise Management	Technology Architecture Design
Duck Creek Policy Admin	SaaS	Technology Architectures
Dynamics CRM Applications	Sales Cloud	Test Automation Strategy
Dynamics CRM Configuration and Customization	Sales Pursuit Management	Testing for Agile
Enterprise Architecture	Salesforce	Testing Strategy
EPIC	Salesforce Development	TIBCO
Epiphany	SAP	TIBCO ActiveMatrix Business Works
ESRI (GIS)	SAP ABAP CRM	TIBCO BusinessWorks
Filenet	SAP ABAP Development for HANA	Tk
Finance - SAP	SAP Ariba	TOSCA Testsuite
Greenplum	SAP Banking Industry(FSCM)	Unica
Hadoop	SAP Business Intelligence (BI)	User Interface Design
Heroku	SAP Business Objects	User Interface Development
Hive	SAP Business Objects Business Intelligence	Veeva CRM
Hortonworks	SAP BusinessObjects Data Services	Vendavo
IBM RPG IV (ILE RPG)	SAP BW Back End Data Modeling / Development	Vitria
IBM WebSphere MessageBroker	SAP BW on HANA	Vmware vSphere Administration
Integration Architectures	SAP CO Management Accounting	Web CICS
iOS	SAP CRM Sales & Service	Web Services (SOAP/WSDL/UDDI)
Jenkins (Mobile Testing)	SAP EAM (EHS Environment Health & Safety, GRC: GTS Global Trade Services)	WebMethods BPMS
K2.Net	SAP ECC LE Warehouse Management	WebMethods Fabric
Lombardi	SAP ECC MM Inventory Management	Workday
Maximo	SAP ECC PM Plant Maintenance	Xamarin
Meditech	SAP ECC PP Production Planning & Control for Process Industries	Yantra OMS

Standard Skill Tier		
.NET Programming	HR Management	PeopleSoft PeopleCode
ABAP	HR Service Delivery	PeopleSoft PeopleTools
Abstract Window Toolkit (AWT)	HTML (Hypertext Markup Language)	Perl
Accenture Delivery Methods (ADM)	HTML5	PHP
Accenture Delivery Methods for Program Management	IBM - EDM Tools	Pitney Bowes Data Management Tools
Accenture Delivery Methods for Testing	IBM DataStage	Pitney Bowes Data Quality Tools
Accenture Delivery Suite	IBM DB2	PL
Accenture Foundation Platform for Java (AFP-J)	IBM Infosphere	PMO Business Services
Account Management	IBM Netezza	Pro
Account Reconciliation	IDMS	Process Implementation
Accounting & Financial Reporting Standards	IMS	Process Improvement
Actuate	Incident Management	Procure to Pay
ADO.NET	Informatica	Procurement Strategy and Planning
Alarm & Event Management	Informatica ILM TDM and TDG	Product Testing
Anti Money Laundering (AML)	Informatica MDM	Program and Project Management
Apex	Informatica PowerCenter	Project Management
Application Design	Informatica PowerCenter Extract Transform Load (ETL)	Python
Application Design & Architecture	Infrastructure Architecture & Design	Quality Assurance
Application Development	Infrastructure Architectures	Rational
Application Lifecycle Management using TFS	Infrastructure Operations	Recruitment Process
Application Management	Insurance Fundamentals	Red Prairie
Application Migration Fundamentals	ITIL Strategy and Assessment	Redhat Linux Administration
Application Programming	J2ME	Release Management
Application Training and Performance Support	Japanese	Requirements Analysis
ASP.NET	Java (language)	Residential Mortgage Processing
ASP.NET MVC	Java API for RESTful Web Services (JAX-RS)	Responsive Design
Asynchronous JavaScript & XML (AJAX)	Java Deployment Technologies	RESTful / SOA web Services
Banking Fundamentals	Java Enterprise Edition	RightNow
Batch Applications for the Java Platform	Java Standard Edition	Risk Management
Billing Processing	Java Technology	RUP
Build Management	JavaScript	SAP ABAP Development
Business Analysis	JEE Architecture	SAP ABAP Object Oriented Development
Business Intelligence & Data Management	jQuery	SAP ALE
Business Model Strategy	Jrules	SAP BASIS Administration
Business Operations Management	JSP and Servlets	SAP EDI
Business Process Analysis Tools	Linux	SAP Industry
Business Process Design	Lync and Skype Implementation	SAP Netweaver
C Programming Language	Mainframe	SAP PLM (Product Lifecycle Mgt)
C# Programming Language	Mainframe Testing	SAP Procurement (PTP, CLM)
C++ (UNIX)	MFG	SAP Purchasing (MM PO)
C++ (Windows)	Microsoft .NET Architecture	SAP Retail Industry(AFS)
CAGen	Microsoft Active Directory	SAP Sales & Distribution
Call / Conversation Management	Microsoft Azure Cloud Services	SAP SD Sales & Distribution
Cassandra	Microsoft BizTalk Server	SAP SD Sales Order Management
CGI	Microsoft Data Integration Tools	SAP Security Administration

Standard Skill Tier		
Change Enablement	Microsoft Excel	SAP SRM (Supplier Relationship Mgt)
Change Management	Microsoft Exchange	SAP TPM (Trade Promotion Mgt)
Cisco Routing / Switching	Microsoft Office	SAP Travel Mgt
Client Relationship Building and Management	Microsoft Office365	SAP Web Channel Experience Mgt
COBOL	Microsoft Sharepoint Administration	SAP-MM Materials Management
Cold Fusion	Microsoft Sharepoint Server	Security Architectures
Collections Management	Microsoft Skype for Business Applications	Security Event Monitoring and Incident Response
Comergent	Microsoft SQL Server	Security Operations Management
Communications Management	Microsoft SQL Server Database Administration (DBA)	Server Operating Systems x86
Contracting Regulations Acumen	Microsoft SQL Server Integration Services	Service Delivery
Coolgen	Microsoft SQL Server Reporting Services (SRSS)	Service Desk Management
Core Banking Industry Knowledge	Microsoft Windows Azure (IaaS)	Service Desk Voice Support
Crystal Reports	Microsoft Windows Presentation Foundation (WPF)	Service Management
Customer Interaction Handling	Microsoft Windows Server Administration	Service Operations
Customer Service	Microsoft-Azure App Services	SOAP
Customer/1	Microsoft-Modern Data Platform	Software Development
Data Analytics	Microsoft-Office 365 - SharePoint Online	Solution Architecting
Data Architectures	NetApp	Solution Planning Costing & Pricing
Data Conversion & Migration	Network Architecture and Design	Spotfire
Data Entry	Network Data Management	Spring Application Framework
Data Migration	Network Engineering	Spring MVC
Data Quality/ Processing	Network Infrastructure	SQL
Data Visualization	Network Operations	SQL (Structured Query Language)
Data Warehouses / Marts / Cubes	Network Transformation	SQL Server
Database Administration	NoSQL	Stakeholder Management
DataStage ETL tool	Oracle	Storage Technologies
Datastax	Oracle Applications PLSQL	Supply Chain & Operational Management
Delivery and Operations Management	Oracle Database Administration	Sybase
Delphi	Oracle DW	Tandem
Demandware	Oracle ETL	Technical Test Planning Preparation Execution and Performance Testing
Deployment Management	Oracle Financials	Technology Implementation
Desktop Management	Oracle Fusion Middleware (SOA Service Bus, BPM, WebCenter, Cloud App Weblogic Server, BI Publisher)	Tender Authorization System (TAS)
Documentum	Oracle Identity Management (OIM/OAM)	Teradata BI
ECM - Opent Text Content Server	Oracle Industry	Test Execution
EDI	Oracle JD Edwards	Test Management
English	Oracle PeopleSoft	Training and Performance Support
Erwin	Oracle PL-SQL	UNIX Shell Scripting
Extract Transform and Load (ETL)	Oracle Policy Automation (OPA)	Utilities BPO
Finance Processes	Oracle Portal	VC++
Financial Management	Oracle Procedural Language Extensions to SQL	Vertica
Flax	Oracle Security	Vignette
Flex	Oracle Siebel Configuration	Visio
FS-Banking Applications	Oracle Siebel Enterprise Application Integration (eAI)	Vistex
Functional Design	Oracle Technical Architect or Performance Tuning	Visual Basic for Applications (VBA)
Functional Requirements Gathering & Validation	Oracle/Peoplesoft BI/DW	VMWare
Functional Test Planning-Preparation-Execution	Oracle/Peoplesoft Development (PL/SQL, Forms, PeopleTools)	Waterfall
Functional Testing Tools & Techniques	Oracle/Peoplesoft HCM/HRMS (Advanced Benefits, Time & Labor, iRecruitment)	Weblogic
Gentran	Oracle/Peoplesoft/Siebel CRM	WebServices Testing
German	Pentaho ETL Tool (Kettle)	Workplace Strategy & Transformation
HPE Quality Center	PeopleSoft Administration	Workplace Technology Remote Support
HPE Unified Functional Testing (UFT)	PeopleSoft Financials	XML
HPE-Loadrunner		

Rate Card Location Tiers:

State	City	Geo Index	Location Tier	State	City	Geo Index	Location Tier	State	City	Geo Index	Location Tier
Alabama	Birmingham	C	Low	Illinois	Springfield	C	Low	New Jersey	Princeton	AA	High
Alaska	Anchorage	A	High	Indiana	Whiting	B	Medium	New York	Brooklyn	AA	High
Arizona	Scottsdale	C	Low	Indiana	Indianapolis	C	Low	New York	Jericho	AA	High
Arizona	Tempe	C	Low	Iowa	Des Moines	C	Low	New York	Manhattan	AA	High
Arizona	Phoenix	C	Low	Iowa	Waverly	D	Low	New York	Melville	AA	High
Arkansas	Little Rock	D	Low	Iowa	West Des Moines	D	Low	New York	White Plains	AA	High
Arkansas	Bentonville	D	Low	Kansas	Gardner	C	Low	New York	New York	AA	High
California	Aliso Viejo	A	High	Kansas	Kansas City	C	Low	New York	Corning	C	Low
California	Burbank	A	High	Kansas	New Century	C	Low	New York	Rochester	C	Low
California	Cypress	A	High	Kansas	Topeka	C	Low	New York	Albany	C	Low

State	City	Geo Index	Location Tier	State	City	Geo Index	Location Tier	State	City	Geo Index	Location Tier
California	El Segundo	A	High	Kansas	Kansas City	C	Low	North Carolina	Greensboro	C	Low
California	Glendale	A	High	Kentucky	Lexington	D	Low	North Carolina	Research Triangle Park	C	Low
California	Irwindale	A	High	Louisiana	Baton Rouge	C	Low	North Carolina	Winston Salem	C	Low
California	Long Beach	A	High	Louisiana	New Orleans	C	Low	North Carolina	Charlotte	C	Low
California	Newport Beach	A	High	Maine	Augusta	D	Low	North Carolina	Raleigh	C	Low
California	Northridge	A	High	Maryland	Hunt Valley	B	Medium	North Carolina	Greenville	C	Low
California	Orange	A	High	Maryland	Baltimore	B	Medium	North Dakota	Bismarck	D	Low
California	Pasadena	A	High	Maryland	Bethesda	B	Medium	North Dakota	Fargo	D	Low
California	Simi Valley	A	High	Massachusetts	Andover	B	Medium	Ohio	Westerville	B	Medium
California	Thousand Oaks	A	High	Massachusetts	Billerica	B	Medium	Ohio	Beachwood	C	Low
California	Torrance	A	High	Massachusetts	Braintree	B	Medium	Ohio	Canton	C	Low
California	Westlake Village	A	High	Massachusetts	Burlington	B	Medium	Ohio	Dublin	C	Low
California	Woodland Hills	A	High	Massachusetts	Cambridge	B	Medium	Ohio	Fairfield	C	Low
California	Irvine	A	High	Massachusetts	Framingham	B	Medium	Ohio	Findlay	C	Low
California	Los Angeles	A	High	Massachusetts	Franklin	B	Medium	Ohio	Hilliard	C	Low
California	Concord	AAA	High	Massachusetts	Lowell	B	Medium	Ohio	Mason	C	Low
California	Cupertino	AAA	High	Massachusetts	Marlborough	B	Medium	Ohio	Mentor	C	Low
California	Emeryville	AAA	High	Massachusetts	Natick	B	Medium	Ohio	Perrysburg	C	Low
California	Foster City	AAA	High	Massachusetts	Norwell	B	Medium	Ohio	Cincinnati	C	Low
California	Menlo Park	AAA	High	Massachusetts	Southborough	B	Medium	Ohio	Cleveland	C	Low
California	Milpitas	AAA	High	Massachusetts	Wellesley	B	Medium	Ohio	Columbus	C	Low
California	Mountain View	AAA	High	Massachusetts	Westborough	B	Medium	Ohio	Dayton	C	Low
California	Novato	AAA	High	Massachusetts	Boston	B	Medium	Oklahoma	Bartlesville	D	Low
California	Oakland	AAA	High	Michigan	Auburn Hills	B	Medium	Oklahoma	Oklahoma City	D	Low
California	Palo Alto	AAA	High	Michigan	Dearborn	B	Medium	Oklahoma	Tulsa	D	Low
California	Pleasanton	AAA	High	Michigan	Southfield	B	Medium	Oregon	Beaverton	A	High
California	San Jose	AAA	High	Michigan	St. Joseph	B	Medium	Oregon	Portland	A	High
California	San Mateo	AAA	High	Michigan	Detroit	B	Medium	Oregon	Ashland	B	Medium
California	San Rafael	AAA	High	Michigan	Wixom	B	Medium	Oregon	Pendleton	D	Low
California	San Ramon	AAA	High	Michigan	Battle Creek	C	Low	Pennsylvania	Blue Bell	B	Medium
California	Santa Clara	AAA	High	Michigan	Benton Harbor	C	Low	Pennsylvania	Chesterbrook	B	Medium
California	Walnut Creek	AAA	High	Michigan	Grand Rapids	C	Low	Pennsylvania	Collegeville	B	Medium
California	San Francisco	AAA	High	Michigan	Mason	C	Low	Pennsylvania	Hatboro	B	Medium
California	Folsom	B	Medium	Michigan	Midland	C	Low	Pennsylvania	Lansdale	B	Medium
California	Rancho Cordova	B	Medium	Michigan	Saginaw	C	Low	Pennsylvania	Radnor	B	Medium
California	Sacramento	B	Medium	Michigan	Lansing	C	Low	Pennsylvania	Philadelphia	B	Medium
California	San Diego	B	Medium	Minnesota	Bloomington	B	Medium	Pennsylvania	Camp Hill	C	Low
Colorado	Englewood	B	Medium	Minnesota	Brooklyn Park	B	Medium	Pennsylvania	Harrisburg	C	Low
Colorado	Denver	B	Medium	Minnesota	Cologne	B	Medium	Pennsylvania	Pittsburgh	C	Low
Connecticut	Stamford	AA	High	Minnesota	Eagan	B	Medium	Pennsylvania	King of Prussia	B	Medium
Connecticut	Bloomfield	B	Medium	Minnesota	Edina	B	Medium	Pennsylvania	Wayne	B	Medium

State	City	Geo Index	Location Tier	State	City	Geo Index	Location Tier	State	City	Geo Index	Location Tier
Connecticut	Groton	B	Medium	Minnesota	Golden Valley	B	Medium	Pennsylvania	Berwyn	B	Medium
Connecticut	Milford	B	Medium	Minnesota	Hopkins	B	Medium	Puerto Rico	San Juan	D	Low
Connecticut	Windsor	B	Medium	Minnesota	Richfield	B	Medium	Rhode Island	Cranston	B	Medium
Connecticut	Farmington	B	Medium	Minnesota	Saint Paul	B	Medium	Rhode Island	Providence	B	Medium
Connecticut	Hartford	B	Medium	Minnesota	Minneapolis	B	Medium	Rhode Island	Riverside	B	Medium
Delaware	Newark	B	Medium	Mississippi	Meridian	D	Low	Rhode Island	Woonsocket	B	Medium
Delaware	Wilmington	B	Medium	Missouri	Creve Coeur	C	Low	Rhode Island	Boston	B	Medium
District of Columbia	Washington DC	B	Medium	Missouri	Kansas City	C	Low	South Carolina	Greenville	C	Low
Florida	Celebration	C	Low	Missouri	O'Fallon	C	Low	South Carolina	Mt. Pleasant	D	Low
Florida	Coral Springs	C	Low	Missouri	St. Louis	C	Low	South Carolina	Columbia	D	Low
Florida	Lake Buena Vista	C	Low	Missouri	Joplin	D	Low	Tennessee	Cordova	C	Low
Florida	Maitland	C	Low	Missouri	Bolivar	D	Low	Tennessee	Memphis	C	Low
Florida	Orlando	C	Low	Nebraska	Omaha	D	Low	Tennessee	Chattanooga	D	Low
Florida	St. Petersburg	C	Low	Nevada	Reno	B	Medium	Tennessee	Knoxville	D	Low
Florida	Tallahassee	C	Low	New Hampshire	Dover	B	Medium	Tennessee	Nashville	D	Low
Florida	Miami	C	Low	New Hampshire	Nashua	B	Medium	Texas	Addison	B	Medium
Florida	Tallahassee	C	Low	New Hampshire	Manchester	B	Medium	Texas	Arlington	B	Medium
Florida	Tampa	C	Low	New Jersey	Brunswick	A	High	Texas	Fort Worth	B	Medium
Georgia	Alpharetta	C	Low	New Jersey	Murray Hill	A	High	Texas	Irving	B	Medium
Georgia	College Park	C	Low	New Jersey	Rahway	A	High	Texas	Plano	B	Medium
Georgia	Marietta	C	Low	New Jersey	Basking Ridge	AA	High	Texas	Richardson	B	Medium
Georgia	Sandy Springs	C	Low	New Jersey	Bridgewater Township	AA	High	Texas	Dallas	B	Medium
Georgia	Atlanta	C	Low	New Jersey	Cranford	AA	High	Texas	Houston	B	Medium
Georgia	Columbus	D	Low	New Jersey	East Hanover	AA	High	Texas	Austin	B/C	Medium
Hawaii	Honolulu	C	Low	New Jersey	Englewood Cliffs	AA	High	Texas	Edinburg	C	Low
Idaho	Meridian	D	Low	New Jersey	Hoboken	AA	High	Texas	San Antonio	D	Low
Illinois	Abbott Park	B	Medium	New Jersey	Hopewell	AA	High	Utah	Salt Lake City	C	Low
Illinois	Buffalo Grove	B	Medium	New Jersey	Jersey City	AA	High	Virginia	Alexandria	B	Medium
Illinois	Deerfield	B	Medium	New Jersey	Lebanon	AA	High	Virginia	Fairfax	B	Medium
Illinois	Downers Grove	B	Medium	New Jersey	Lyndhurst	AA	High	Virginia	Reston	B	Medium
Illinois	Glenview	B	Medium	New Jersey	Madison	AA	High	Virginia	Springfield	B	Medium
Illinois	Hoffman Estates	B	Medium	New Jersey	Middletown Township	AA	High	Virginia	Arlington	B	Medium
Illinois	Itasca	B	Medium	New Jersey	Morristown	AA	High	Virginia	Ashburn	B	Medium
Illinois	Libertyville	B	Medium	New Jersey	Nassau Park	AA	High	Virginia	Chantilly	B	Medium
Illinois	Lincolnshire	B	Medium	New Jersey	New Providence	AA	High	Virginia	Norfolk	C	Low
Illinois	Lisle	B	Medium	New Jersey	Newark	AA	High	Virginia	Richmond	C	Low
Illinois	Naperville	B	Medium	New Jersey	Paramus	AA	High	Virginia	Salem	D	Low
Illinois	North Chicago	B	Medium	New Jersey	Parsippany	AA	High	Washington	Bellevue	A	High
Illinois	Northbrook	B	Medium	New Jersey	Peapack	AA	High	Washington	Bothell	A	High
Illinois	Oak Brook	B	Medium	New Jersey	Piscataway	AA	High	Washington	Issaquah	A	High
Illinois	Rolling Meadows	B	Medium	New Jersey	Plainsboro	AA	High	Washington	Redmond	A	High
Illinois	Round Lake	B	Medium	New Jersey	Springfield	AA	High	Washington	Seattle	A	High
Illinois	Schaumburg	B	Medium	New Jersey	Whippany	AA	High	Wisconsin	Madison	C	Low
Illinois	St. Charles	B	Medium	New Jersey	Woodcliff Lake	AA	High	Wisconsin	Menomonee Falls	C	Low
Illinois	Warrenville	B	Medium	New Jersey	Pennington	B	Medium	Wisconsin	Middleton	C	Low
Illinois	Waukegan	B	Medium	New Jersey	Voorhees	B	Medium	Wisconsin	Racine	C	Low
Illinois	Chicago	B	Medium	New Jersey	Florham Park	AA	High	Wisconsin	Sun Prairie	C	Low
Illinois	Bloomington	C	Low	New Jersey	Camden	B	Medium	Wisconsin	Wausau	C	Low
Illinois	Champaign	C	Low	New Jersey	Pennington	B	Medium	Wisconsin	Milwaukee	C	Low
Illinois	Peoria	C	Low	New Jersey	Edison	AA	High	Wisconsin	Stevens Point	D	Low

Rate Card Level Definitions:

IQN Level	Career Level	Years' Experience	Scope
5	Associate Director	12-20	Requires proactive identification, definition and solving of complex problems that have impact on the direction of the business or work effort, where analysis of situations requires an in-depth knowledge of Accenture. Requires development and execution of strategy to achieve key business objectives in area of responsibility. Interaction is with senior management levels at a client and/or within Accenture, involving negotiation or influencing on critical matters.
6	Sr. Manager	8-15	Requires identifying and assessing complex problems for area(s) of responsibility. Creates solutions in situations in which analysis requires in-depth knowledge of organizational objectives. Requires involvement in setting strategic direction to establish near-term goals for area(s) of responsibility. Interaction is with senior management levels at a client and/or within Accenture, involving negotiating or influencing on significant matters.
7	Manager	5-12	Requires identifying and assessing complex problems for area of responsibility. Creates solutions in situations in which analysis requires an in-depth evaluation of variable factors. Requires adherence to strategic direction set by senior management when establishing near-term goals. Interaction is with senior management at a client and/or within Accenture, involving matters that may require acceptance of an alternate approach.
8	Associate Manager	4-10	Requires analysis and solving of moderately complex problems. Typically creates new solutions, leveraging and, where needed, adapting existing methods and procedures. Requires understanding of the strategic direction set by senior management as it relates to team goals. Primary upward interaction is with direct supervisor or team leads. Generally, interacts with peers and/or within Accenture.
9	Team Lead/Specialist	2-8	Requires analysis and solving of moderately complex problems. May create new solutions, leveraging and, where needed, adapting existing methods and procedures. Requires understanding of the strategic direction set by senior management as it relates to team goals. Primary upward interaction is with direct supervisor. May interact with peers and/or management levels at a client and/or within Accenture.
10	Sr. Analyst	1-4	Requires analysis and solving of increasingly complex problems. Interaction is with peers within Accenture before updating supervisors. Likely has some interaction with clients and/or Accenture management.
11	Analyst	0-1	Requires analysis and solving of lower-complexity problems. Interaction is with peers within Accenture before updating supervisors. Likely has limited exposure with clients and/or Accenture management.
12	Associate	0-1	Requires solving of routine problems, largely through precedent and referral to general guidelines. Interaction is within own team and direct supervisor.
13	New Associate	0-1	Requires solving of routine problems, largely through precedent and referral to general guidelines. Interaction is within own team and direct supervisor.

Marketing Rate Card

Role/Level	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
	Analyst	Sr. Analyst	Specialist	Assoc.	Manager	Sr. Manager
Content Writing and Editing	\$33	\$41	\$52	\$63	\$82	\$115
Digital Marketing	\$33	\$41	\$52	\$63	\$82	\$115
Digital Design	\$33	\$41	\$52	\$63	\$82	\$115
Internal Communications	\$33	\$41	\$52	\$63	\$82	\$115
Marketing Program Management	\$33	\$41	\$52	\$63	\$82	\$115
Social Media and/or Web Analytics	\$33	\$41	\$52	\$63	\$82	\$115

Recruiting Rate Card

Job Title	Level 1	Level 2	Level 3	Level 4	Level 5
Campus Recruitment Coordinator	30	30	30	30	30
Recruiting Services Administrator	29	29	29	29	29
Interviewer	33	33	33	33	33
Recruiter	35	35	41	41	51
Niche Recruiter	41	41	47	47	55
Sourcer	35	35	41	41	46
Recruiting Team lead	57	57	57	57	57

Marketing Job Descriptions

Roles	Marketing Job Descriptions
Content Writing and Editing	Support the content development specific to functional marketing team's focus area. Activities may include but are not limited to researching, interviewing, writing and editing presentations, credentials, newsletters, blogs, microsites, Point of View pieces. Ensure messages are aligned with company's business strategy, reinforcing brand positioning. Skills required: Strong project management experience, proven oral and written communication skills, resourceful, good interpersonal and relationship building skills and exceptional collaboration and teaming ability, particularly across functional teams and geographies. Proficient in Microsoft Office, specifically PPT, Word, Excel. SharePoint knowledge is also helpful.
Digital Marketing	Contribute to the effectiveness of the company's mobile presence across digital channels by helping drive targeted audiences to newly delivered content. Support the development and delivery of company's application strategy and mobile marketing capability, helping it evolve with trends and new capabilities. Skills required: Experience in mobile apps, websites, digital media across key channels. Excellent oral and written communication skills. Strong project management, collaboration ability, teaming with outside organizations and across geographies. Proficient in Microsoft Office, specifically PPT, Word, Excel. SharePoint knowledge is also helpful.
Digital Design	Support the implementation of a responsive design strategy in terms of technology and experience. Support the publishing pipeline for company web site, other pages, including landing pages and microsites tailored for specific audiences. Help ensure the site experience and performance meets objectives. Help drive volume and quality of traffic, increased engagement levels and impact on positive brand perception. Skills required: Strong project management experience, proven oral and written communication skills, resourceful, good interpersonal and relationship building skills and exceptional collaboration and teaming ability. Proficient in Microsoft Office, specifically PPT, Word, Excel. SharePoint knowledge is also helpful.
Internal Communications	Support the implementation of communication programs to employees in support of overall communication strategy using Accenture writing style guidelines. Work on program team to write, edit, assess and measure effectiveness of communication programs. Ensure messages are aligned with company's business strategy, reinforcing brand positioning and delivered effectively to internal audiences. Skills required: Strong project management experience, proven oral and written communication skills, resourceful, good interpersonal and relationship building skills and exceptional collaboration and teaming ability, particularly across functional teams and geographies. Proficient in Microsoft Office, specifically PPT, Word, Excel. Understanding of Accenture Mailer tool including technical requirements and functionality. SharePoint knowledge is also helpful. Strong familiarity with Collaboration 2.0 initiatives and tools.
Marketing Program Management	Support image, market development and/or business development opportunities tied to the overall marketing and communications strategic plan. Marketing activities may include: relationship building, client-specific marketing, opportunity centric marketing, some internal or external communications, campaigns, events and branding needs. Skills required: Strong project management experience, proven oral and written communication skills, resourceful, good interpersonal and relationship building skills and exceptional collaboration and teaming ability. Proficient in Microsoft Office, specifically PPT, Word, Excel. SharePoint knowledge is also helpful.
Social Media and/or Web Analytics	Help track traffic and engagement across the web, social, search and mobile channels. Contribute to evolving the user experience based on analytic insights and new trends. Support KPIs and benchmarks for company web site and digital marketing campaigns. Support analytics tagging. Provide actionable insights from analysis. Skills required: Strong analytical, problem-solving mindset, ability to break complex data scenarios down into manageable components, experience measuring social media, mobile and other online marketing programs. Exceptional collaboration and teaming ability. Expert at Microsoft Excel. Proficient at remainder of Microsoft Office tools. SharePoint knowledge is also helpful.

Recruiting Job Descriptions:

Roles	Recruiting Job Descriptions
Campus Recruitment Coordinator	Assists in planning and executing interviews. This may include creating interview schedules and developing supporting materials, obtaining space, assisting candidates with travel, interviewer sign-up, greeting candidates, arranging catering, etc. Utilizes web-based applicant tracking system to maintain candidate data and reporting. Manages the candidate expense reimbursement process for candidates. Creates candidate offer letters. Manages the distribution and collection of employment related materials such as Human Resources Forms, background check authorizations, etc. to assist and serve as the main point of contact for onboarding related processes. Serves as a point of contact for candidates and hiring managers. Takes part in special project assignments to develop world class processes and tools for the recruiting team.
Recruiting Services Administrator	Responsible for recruiting administration tasks, primarily offer letters and general recruiting correspondence. Individual will become a Subject Matter Expert (SME) to: train new team members as needed; performs quality checks of team's work; serve as a recruiting correspondence expert to advise recruiters and offshore admin teams. Develops deep knowledge of client's correspondences to be able to review and provides analysis of correspondence revisions as requested by recruiting. Trained to create standard templates to be maintained in applicant tracking system.
Recruiter	Interacts with the client to understand specific hiring requirements. Develops hiring and sourcing approaches in consultation with client and Accenture subject matter experts. This may include determining and managing the appropriate channels/ media for the most effective solution to meet requirements. Acts as a recruitment subject matter expert and champion Accenture standard delivery solution. Identifies screening criteria and screens pre-qualified candidates, presenting a shortlist to hiring manager for review. Monitors and tracks candidate pipeline and ensures it is adequate to meet the requirements of the open vacancies. Provides feedback on candidates to hiring managers, agencies and/or directly to candidates. Extends and negotiates offers, managing subsequent employment contract generation. Communicates results and organizes start dates with client and candidate. Monitors SLAs, client dependencies, key operational metrics, and process and data compliance regularly, escalating or resolving issues.
Sourcer	Responsible for sourcing activities in line with external operations clients that will include various job profiles per the client requirements. Will utilize client systems, proven technologies and standard Accenture processes to successfully source and screen potential candidates. Develops and maintains data mining approaches using advanced search techniques. Executes legally compliant job postings to internet and print sites, performing refreshes or removing as required. Understands key outcomes of sourcing activities (e.g., hires produced, effort and cost expended) and make adjustments to maximize return on investment. Keeps up to date with channel management activities and potential use of new sourcing channels (social networking sites, web 2.0 technologies, etc.). Executes and tracks manual job postings to niche sites and print locations as required based on recruiter provided specifications. Interacts with Client and Project Leads and Sourcing Lead to understand specific hiring requirements. The Sourcing Lead will also: act as a Sourcing subject matter expert and champion Accenture standard delivery solution; develops sourcing strategies and potential use of new sourcing channels (social networking sites, web technologies, etc.); and understands labor market developments (compensation and hiring trends, competition strategies, skill specializations), new technological trends and new industry/talent competitors.

(Intentionally Left Blank)

**ATTACHMENT B
TO
MASTER CONTRACTOR SERVICES AGREEMENT
AFFILIATE ADDENDUM**

This Affiliate Addendum dated this _____ day of _____, 201_ (the "Effective Date") is between [Accenture Affiliate] with offices at [address] ("Affiliate") and [Company] with offices at _____ ("Company"). The terms and conditions of the Master Contractor Services Agreement, by and between ACCENTURE LLP ("Accenture") and [Insert Company Name] ("Company") dated _____ (the "Agreement") are incorporated into and govern this Affiliate Addendum by reference, unless expressly amended below.

1. Definitions

All other expressions defined in the Agreement shall apply equally to this Affiliate Addendum unless otherwise stated. Notwithstanding the foregoing, all references to Accenture in the Agreement shall be deemed to reference Affiliate with respect to application of such terms to Affiliate and this Affiliate Addendum, except where the language or circumstances clearly dictate otherwise.

2. Term/Termination

The Term of this Affiliate Addendum shall be co-terminous with the Term of the Agreement unless otherwise agreed by the parties herein. The Agreement and this Affiliate Addendum are separately terminable. Therefore, the termination of this Affiliate Addendum for any reason shall not terminate the Agreement or any other Affiliate Addenda of Affiliates in force at the time of such termination. No Affiliate will be liable for Accenture's performance, or the performance of any other Affiliate. Neither Accenture nor any other Affiliates will be liable for Affiliate's performance of its obligations under this Affiliate Addendum.

3. The Services

Company will provide the Services requested by the Affiliate in accordance with the Agreement and the relevant Project Exhibit documents and corresponding Electronic Work Order and/or SOW, as applicable.

All notices provided here under shall be delivered pursuant to the notice provisions of the Agreement to the following address:

4. Special Conditions [Note: to be completed as appropriate]

5. Entire Agreement

This Affiliate Addendum constitutes the entire agreement of the parties in respect of the Services to be provided hereunder and shall supersede any previous agreements between the parties in respect of the subject matter. In the event of any inconsistency or conflict between the terms of the Agreement and this Affiliate Addendum, this Affiliate Addendum shall govern but only with respect to the relationship between Company and Affiliate. This Affiliate Addendum may be executed in any number of counterparts and executed by facsimile or by other electronic communication as agreed or used by the parties, such execution to be considered an original for all purposes, and all of which together shall constitute one and the same instrument, notwithstanding that the parties may not both be signatories to the original or the same counterpart.

AGREED:

AGREED:

AFFILIATE

(Company)

Signature:_____

Signature:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

EXHIBIT A
TO
MASTER CONTRACTOR SERVICES AGREEMENT
STATEMENT OF WORK

STATEMENT OF WORK NUMBER _____

This Statement of Work Number _____ is issued pursuant to an Agreement dated _____, and Project Exhibit Number ____ (collectively the “Agreement”) by and between Accenture LLP ("Accenture") and [Company Name] ("Company"). Any term not otherwise defined herein shall have the meaning ascribed to it in such Agreement or Exhibits. In the event of a conflict between any term of this Statement of Work and the Agreement, with the exception of rate variances, the terms of this Statement of Work shall prevail.

Name of Accenture Client (if applicable)	
Project Name:	
Accenture Project Manager Name:	
Company Contact Name:	
Company Worker/s Name:	
Work Location: (for Company Worker/s)	
Job Title:	
Professional Role Level Description:	
Hourly Rate:	
Approximate Commencement Date:	
Approximate Completion Date:	
Authorized Expenses:	None.
Special pay (overtime, holidays, etc.)	None.

SCOPE OF WORK:

TERMS AND CONDITIONS: (NOTE: Use this section to address any terms and conditions for this project that are DIFFERENT or IN ADDITION TO the terms outlined in the master agreement).

INVOICE INSTRUCTIONS:

Generally, invoices to Accenture will be processed via Accenture’s Cx VMS Tool. In rare situations, and only as approved by Accenture, there may be a need for Company to submit an invoice via Accenture’s ‘manual’ invoice process. Following are instructions for transmitting invoices that are not processed via the Cx VMS Tool:

All manual invoices must include the following information:

1. Company Name
2. Company Address
3. Bill To Information:
 - a. Accenture LLP
 - b. Accenture “Requester” Name (i.e. Hiring Manager or Project Manager Name)
 - c. Accenture “Requester” Work Address
4. PO Number (if applicable)
5. Invoice Number (generated by Company/supplier)
6. Invoice Date
7. Description of Services, including the following:
 - a. NAME of each Company Worker/s (as applicable)
 - b. JOB TITLE for each Company Worker/s

- c. RATE for each Company Worker/s, including:
 - i. Company Worker PAY RATE
 - ii. Total MARKUP
 - iii. FINAL BILL RATE to Accenture
- d. ANY ADDITIONAL DETAILS with regards to service provided
- e. DETAILED Time and Expense breakdown for each Company Worker/s
 - i. HOURS WORKED must be broken out for each Company Worker/s, by day
 - ii. Include the TOTAL HOURS worked for each Company Worker/s for the invoice period
 - iii. All EXPENSES must be ITEMIZED for each Company Worker/s

8. Total Invoice amount

Note: Additional support documentation may be included on the invoice email that is submitted to Accenture. Any additional information provided will be included in the invoice image that is sent to the Accenture requester.

Invoices should be emailed to the applicable email address below:

Company Located in the United States	
Invoices associated with a Purchase Order	acn.inv.USPO@accenture.com
Invoices without a Purchase Order	acn.inv.USnonPO@accenture.com

Pre-Approval by Accenture Procurement:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED:

[ADD COMPANY NAME]

ACCENTURE LLP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B
TO
MASTER CONTRACTOR SERVICES AGREEMENT
PROTECTION OF CONFIDENTIAL INFORMATION

While providing Services to Accenture in connection with Accenture's provision of information technology and related Services to Accenture Client pursuant to the Prime Contract, Accenture and/or Accenture Client may disclose to you certain proprietary, copyrighted, and trade secret information in oral, written, or electronic form relating to Accenture's or Accenture Client's past, present and future research, development, business activities, products, and Services, which is confidential to Accenture and/or Accenture Client ("Confidential Information"). In consideration of such disclosure, you agree as follows:

1. You will not disclose the Confidential Information in any manner to any third party.
2. You will not copy any Confidential Information for any purpose without Accenture's express prior written consent.
3. Nothing in this Agreement shall prohibit or limit you from using information you can demonstrate is (i) previously known to you, (ii) independently developed by you, (iii) acquired by you from a third party not under nondisclosure obligations to Accenture, or (iv) which is or becomes part of the public domain without your breach.
4. Accenture grants no license under any trade secrets, copyrights, or other rights by this Agreement or any disclosure of Confidential Information hereunder.
5. You acknowledge that any information regarding the rate(s) or other terms of remuneration agreed upon between Accenture and Company is Confidential Information for the purposes of this Agreement and you shall not disclose, directly or through another party, any such rate information and other terms of remuneration to any third party, including Accenture's Client.
6. You acknowledge that the Confidential Information disclosed to you hereunder is owned solely by Accenture and/or Accenture Client and that the threatened or actual breach of this Agreement would cause Accenture and/or Accenture Client irreparable injury for which monetary damages would be inadequate. You agree that Accenture shall have the right to seek an immediate injunction enjoining any such breach or threatened breach of this Agreement. You shall be responsible for all costs incurred enforcing the terms of this Agreement.
7. The Agreement shall become effective as of the date any Confidential Information is first made available to you and shall survive return of the Confidential Information to Accenture.
8. Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Suppliers are expected to act in a manner consistent with the ethical and professional standards of Accenture as described in the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the Supplier Standards of Conduct can be found at <https://www.accenture.com/us-en/company-ethics-code.aspx>.
Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. 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>. You should use the Ethics Line only to make a good faith claim. Accenture takes all allegations seriously.
9. Pursuant to the Defend Trade Secrets Act of 2016, in areas governed by the laws of the United States, you cannot be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Pursuant to the Defend Trade Secrets Act of 2016, in areas governed by the laws of the United States, if you file a lawsuit for retaliation by Accenture for reporting a suspected violation of law, you may disclose trade secret information to your attorney and use the trade secret information in the court proceeding, if you file any and all documents containing the trade secret under seal and you do not otherwise disclose the trade secret, except pursuant to court order.

10. Nothing in this Agreement is intended to conflict with the Defend Trade Secrets Act of 2016 or create liability for disclosures of trade secrets that are expressly allowed by Defend Trade Secrets Act of 2016. You agree that use of personal devices (e.g., notebooks, desktops, cell phones, PDAs, BlackBerry® smartphones, memory sticks, etc.) to perform work on Accenture Services are not permitted. You will be issued an Accenture or Client workstation if your work requires connecting to the Accenture or Client network. Any deviation will require express written approval from Accenture to ensure compliance with Accenture's internal device policy and will require installation of Accenture approved security software. You agree that strict compliance with this Section 10 is required to protect the security of Accenture and its Clients.
11. You confirm to Accenture that you have read and understand and will adhere to the provisions of the "Security Best Practices" attached as Attachment 1 to this Exhibit B, and will implement these best practices as part of your Services to Accenture.

Agreed and Accepted:

[Insert Name of Company Worker]

Signature of Company Worker

Date: _____

[Insert Company Name]

**ATTACHMENT 1
TO
EXHIBIT B
SECURITY BEST PRACTICES**

1. **Protect your password.**
 - Create a complex and hard-to-guess Enterprise password or passphrase. Immediately change it if you suspect it's been compromised
2. **Use different passwords for personal sites and devices.**
 - Create and use different personal passwords or passphrases for social media and the personal sites you visit and devices you use. Never share your passwords with anyone.
3. **Encryption is the key.**
 - If you absolutely have to use external media to transfer data, it must be encrypted. Get an IronKey encrypted flash drive from Accenture Resource Centre or use Bitlocker to Go.
4. **Store data properly.**
 - Accenture or client data should never be saved to personal devices or online storage Services that are not provided by Accenture. Always use your Accenture PC or an approved and encrypted external device. Only use Accenture's PC back up tool to back up your workstation or laptop.
5. **Use data, don't abuse data.**
 - Know the right way to handle sensitive data and know if you have the right to share client data or deliverables. Limit access to those with a defined business need.
6. **Return all assets on roll-off date.**
 - Return all Accenture and client issued assets such as laptops, cell phones, access badges and complete all roll off processes on the last day of work.
 - Don't enter facilities after leaving project – trespassing may result in an arrest.
 - If you lose your badge, report it as lost and obtain another. If subsequently found, turn it in.
 - Do not allow others to tailgate off your client's badge.
7. **Beware of communications from anyone you don't know**
 - Be suspicious of e-mails, IMs or phone calls from people you don't know requesting Accenture, client or personal information.
8. **Beware of people posing as "friends" on social sites.**
 - Be cautious of invitations to social networking sites from people you don't know, and don't post confidential information on social networking sites like Facebook or LinkedIn.
9. **Keep your computer secure.**
 - The security tools and settings on your PC are there to protect you and your data. Making unauthorized changes to firewall, encryption or other standard security tools and settings puts you at risk. Contact Technology Support if you think that you have a business need to make changes.
10. **Keep your business to yourself.**
 - If you must view sensitive information in public on your laptop, use a privacy screen available from Local Technology Services (LTS), and if you must speak on the phone in a public place, keep your conversation private.
11. **If you see something, say something.**
 - Immediately contact the Accenture Security Operations Centre (ASOC) at: +1.202.728.0645 if you suspect you have seen or experienced a security incident. Collect calls are accepted 24/7.
12. **Do not use Accenture or Client name.**
 - Any reference (or inference) to client name, project or product name, rate information or our work with them, both internally within Accenture and externally is strictly prohibited. Examples include market publications, rewards and recognitions, office site visits, newsletters, internal events, client discussions, social media, profile/biographies, check-ins, tagging, job postings etc.

**EXHIBIT C
TO
MASTER CONTRACTOR SERVICES AGREEMENT**

PROJECT EXHIBIT NUMBER _____

This Exhibit C with Number _____ ("Project Exhibit") is issued pursuant to an Agreement dated _____ by and between Accenture LLP ("Accenture") and [Company Name] ("Company"). Any term not otherwise defined herein shall have the meaning ascribed to it in such Agreement.

WHEREAS, Accenture and __ [insert Accenture Client name] _____ ("Accenture Client ") have established a contractual framework for Accenture's provision of information technology and related Services to Accenture Client, dated _____ ("Prime Contract/s"), relevant portions of which are specified herein; and

WHEREAS, Accenture and Company have established an Agreement for Company's provision of Services to Accenture; and

WHEREAS, Accenture from time to time desires Company Worker/s trained in performing such Services pursuant to the Prime Contract.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Company agrees to the following terms and conditions:

1. Agreement Structure. This Project Exhibit sets forth the terms of this arrangement within the overall framework of the Agreement. The Agreement, this Project Exhibit, any applicable Electronic Work Order and/or SOW, and all other associated Exhibits, constitute the entire agreement between Accenture and Company in connection with the Prime Contract. To the fullest extent possible, the Agreement, this Project Exhibit, Electronic Work Orders and/or SOWs shall be interpreted so as to be consistent with each other. In the event of any inconsistencies, with the exception of pricing inconsistencies which are defined in section 4(a) of the Agreement, between and among the Agreement, this Project Exhibit, or any Electronic Work Orders and/or SOWs attached hereto, or any modifications, whether in substance or import, the order of precedence will be in the order listed below, in descending order with the controlling agreement listed first:

- **Exhibit C, Project Exhibit Number _____**
- **Exhibit A, Statement of Work (SOW)**
- **Electronic Work Order**
- **Master Contractor Services Agreement**

2. Prime Contract Flow-Downs

Pursuant to the Agreement, Company shall take all reasonable and necessary steps to enable Accenture to comply with the Prime Contract. Notwithstanding any other provision to the contrary, all work and/or deliverable items shall be produced and performed strictly in accordance with the provisions of the Prime Contract set forth below, without limitation.

Insert Accenture/Accenture Client contract provisions :

Agreed and accepted:

[ADD COMPANY NAME]

Signature

Printed Name

Title

Date of Signature

EXHIBIT D
TO
MASTER CONTRACTOR SERVICES AGREEMENT
USE AND RETURN OF ACCENTURE EQUIPMENT

I hereby acknowledge that I shall have access to Accenture (“Accenture”) or Accenture’s Client’s (“Accenture Client”) equipment and/or systems. This equipment may include, but is not limited to, laptop/s, computer/s, cell phone/s or fax machine/s (“Equipment”) for use on an Accenture project to which I have been assigned by my employer or where I’m an independent contractor by the entity that has contracted with me, **[INSERT COMPANY NAME]** (“Company”).

I understand that this Equipment remains the property of Accenture or Accenture’s Client and that it has been provided to me only for use related to my work for Accenture. I understand and agree that I am responsible for the Equipment and must return it to Accenture immediately upon Accenture’s request or upon the termination, for any reason, of my assignment at Accenture.

I understand that my use of any Equipment is governed by the policies and procedures which have been communicated to me by Accenture and/or Company from time to time. I further understand that Accenture has the right to monitor any and all aspects of my use of all Equipment, including any computer, and I agree that I do not have an expectation of privacy in my use of the any Equipment or any computer, including anything I create, send, or receive on such Equipment or computer.

I agree to indemnify and hold harmless Accenture and/or Accenture Client against all losses and expenses of Accenture or Accenture Client arising out of or resulting from the misappropriation or loss by me of, or any damage to, the Equipment from this date through the date and time when I return the Equipment to Accenture. I understand that I will not be required to indemnify Accenture or Accenture Client for any loss or damage to the Equipment resulting from a manufacturing defect.

Company Worker/s Signature

Name - Printed

Date

**EXHIBIT E
TO
MASTER CONTRACTOR SERVICES AGREEMENT**

**JOB AID FOR
MANUAL INVOICES**

OVERVIEW

This job aid is a reference for Company involved in the manual invoice process.

All manual invoices must include the following information:

9. Company Name
10. Company Address
11. Bill To Information:
 - a. Accenture LLP
 - b. Accenture “Requester” Name (i.e. Hiring Manager or Project Manager Name)
 - c. Accenture “Requester” Work Address
12. PO Number (if applicable)
13. Invoice Number (generated by Company/supplier)
14. Invoice Date
15. Description of Services, including the following:
 - a. NAME of each Company Worker/s (as applicable)
 - b. JOB TITLE for each Company Worker/s
 - c. RATE for each Company Worker/s, including:
 - i. Company Worker PAY RATE
 - ii. Total MARKUP
 - iii. FINAL BILL RATE to Accenture
 - d. ANY ADDITIONAL DETAILS with regards to service provided
 - e. DETAILED Time and Expense breakdown for each Company Worker/s
 - i. HOURS WORKED must be broken out for each Company Worker/s, by day
 - ii. Include the TOTAL HOURS worked for each Company Worker/s for the invoice period
 - iii. All EXPENSES must be ITEMIZED for each Company Worker/s
16. Total Invoice amount

Note: Additional support documentation may be included on the invoice email that is submitted to Accenture. Any additional information provided will be included in the invoice image that is sent to the Accenture requester.

Email invoice to the applicable email address below:

Company Located in the United States	
Invoices associated with a Purchase Order	acn.inv.USPO@accenture.com
Invoices without a Purchase Order	acn.inv.USnonPO@accenture.com

NOTE: This Agreement does not cover Services provided to Accenture for Federal client engagements. Invoices for Federal CSG Services should not be faxed to the above fax numbers. For Services provided to Accenture’s Federal client engagements, please obtain the appropriate fax number from the Accenture Federal project team.

EXHIBIT F
TO
MASTER CONTRACTOR SERVICES AGREEMENT
SUPPLIER DIVERSITY PROGRAM

It is the policy of Accenture that Diverse Suppliers should have the maximum opportunity to participate in the procurement sourcing process involved with contracts awarded by Accenture. In support of such initiative within the United States, Company represents that it has either (i) set a reasonable goal of spending with Diverse Suppliers in connection with its overall annual purchases or (ii) has and will maintain a Diverse Supplier Database containing certified Diverse Suppliers, and Company will use reasonable efforts to use these entities when appropriate as Company subcontracts or otherwise acquires goods and Services as part of its performance under this Agreement in the United States. If requested Company agrees to submit reports on its Diverse Supplier utilization on a quarterly basis and any such request may require Company to complete such reports using Accenture's online reporting tool.

If Accenture notifies Company that Accenture believes that Company's use of Diverse Suppliers as subcontractors is unreasonably low, the appropriate Company officials shall meet with Accenture to discuss the reasons for the low usage, and Company shall develop and implement a plan reasonably anticipated to increase such usage in the United States as practicable given the nature and scope of the products and Services and the quality requirements of Accenture. As used herein, "Diverse Supplier" shall mean a US business that provides products or Services and qualifies as a minority-owned, woman-owned, HUB (historically underutilized business) Zone, service-disabled veteran-owned, veteran-owned, small, or other disadvantaged business enterprise. The Diverse

Supplier must be at least 51 percent owned, controlled and managed by a minority, woman or veteran. In each case, the minority, woman or veteran must be a citizen of the United States or a naturalized citizen. Small business enterprises must be independently owned and operated, and qualified as a small business under the criteria in the Code of Federal Regulations, Small Business Size Regulations.

EXHIBIT G
TO
MASTER CONTRACTOR SERVICES AGREEMENT
VERIFICATION OF BACKGROUND CHECKS (FY18, Effective April 2018)

Company Worker Name: _____

Company hereby acknowledges completion of all background check requirements in accordance with Section 11 of the Agreement (“*Company Covenants*”, subsection “**Background Check Requirements and Screening Criteria**”), and any additional checks required per the applicable Exhibit C, for the above-named Company Worker, on (insert date): ____/____/____.

Signed By: _____

Title: _____

Date: _____

Checks Completed: *

- ☐ 1. Social Security Validation and Trace
- ☐ 2. Criminal Background Screen (10 years)
- ☐ 3. Federal Criminal Background Screen (10 years)
- ☐ 4. National Background Database Search
- ☐ 5. Global Sanctions & Enforcement Database Checks
- ☐ 6. Employment Verification (5 years)
- ☐ 7. Education Verification (all education beyond high school)
- ☐ Education Check Not Required (because no degree received after High School)
(Only check this box if no post high-school education was listed on candidate’s application or resume.
If candidate listed any post high-school education (including trade schools) on application or resume, an education check is required)
- ☐ 8. Credit Check (if applicable per Exhibit C; and for any role within Accenture Finance (incl all FS) and Procurement divisions)
- ☐ 9. Drug Screen (if applicable per Exhibit C)
- ☐ 10. Statewide Criminal Search (if applicable per Exhibit C)
- ☐ 11. Other (Please specify below)
- Other: _____

BACKGROUND CHECK AGENCY USED TO PERFORM CHECKS:

- ☐ Hireright (via Accenture’s EWS program) ☐ Hireright (via Company’s own acct with Hireright)
- ☐ Other BGC Company (specify BGC Company name) _____
- Is there an Exhibit C requiring an agency other than Hireright? ☐ Yes ☐ No Client Name: _____

Under no circumstances shall a Company Worker start an assignment prior to completion and clearing of parts 1-5 above, without prior approval from Accenture’s Cx team. In the event a Company Worker begins an assignment prior to completion of any of the above requirements OR prior to completion of requirements per the applicable Exhibit C, Company agrees to: a) complete all components of the screen in full within 30 days of the Start Date; b) notify Accenture immediately if the results of the screen do not comply with the requirements outlined in Section 11 of the Agreement or the applicable Exhibit C; and c) Re-submit the Exhibit G upon completion of all checks so that the final Exhibit G can be attached to the Work Order. In the event the results of the check do not comply with Accenture’s or Client’s requirements, Company Worker shall be removed from the assignment immediately unless approval is received by Accenture’s Cx team.

** For the avoidance of doubt, Company shall resubmit this Exhibit G upon completion of any additional checks as required under Prime Contract requirements or by Accenture.*

**EXHIBIT H
TO
MASTER CONTRACTOR SERVICES AGREEMENT**

FCPA AND ACCENTURE ANTIBRIBERY POLICY SUMMARY

Accenture, its agents and subcontractors (or anyone acting on Accenture's behalf) may NOT offer, promise or provide any item of value, pay bribes or make improper payments to Public Officials directly or indirectly in order to:

- obtain new business,
- retain existing business, and/or
- secure any improper advantage.

Any accepted local practices to the contrary are irrelevant – our company's standard may be higher than local law.

Who is a Public Official?

“Public Official” includes any:

- government official;
- officer or employee of a government, department, agency or instrumentality thereof or any person acting in an official capacity for or on behalf of any such government or instrumentality;
- state working person or state functionary;
- organization authorized by the local government to perform certain government functions;
- personnel of state-owned or controlled commercial corporations, enterprises, institutions or organizations (whether partially or wholly owned);
- outside director of a state-owned entity;
- part-time legislator;
- person holding an honorary or ceremonial government position;
- royal family members;
- political parties, political party officials, and candidates for political office;
- officers or employees of public international organizations, such as the World Bank or International Monetary Fund;
- relatives or close associates of any of the above.

What is an “item of value”?

An “item of value” includes:

- Any payment of money;
- Any item of value;
- An offer of employment to a Public Official, the Public Official's relative or associate, or someone recommended by the Public Official;
- Payments to third parties, including charities or not-for-profit organizations on behalf of, or at the request of, a Public Official;
- Stock or equity interest given to a Public Official in a joint venture opportunity;
- Travel expenses, such as airfare, entertainment, meals, per diems or hotel accommodations;
- Free or reduced-price Company technology products;
- Free or reduced-price advertising or Services for a Public Official or a business in which the Public Official has an interest;
- Tuition paid for a Public Official's child;
- Club dues or fees.

What is “obtaining or retaining business”?

The phrase “obtaining or retaining business” covers a very broad spectrum of activity. It includes obtaining or seeking to obtain contracts and/or any marketing or business development efforts. Also, it includes obtaining, or seeking to obtain, benefits to which the Company is not otherwise clearly entitled, which includes acts that:

- result in a change in law or regulation to create a better legal environment;
- reduce the amount of tax the Company might owe in a particular country;
- secure licenses or permits, or bypass statutory requirements.

**EXHIBIT I
TO
MASTER CONTRACTOR SERVICES AGREEMENT**

FCPA AND ACCENTURE ANTIBRIBERY POLICY REQUIREMENTS

1. Company allows Accenture to disclose, to a client or government, information related to violations of anticorruption laws or the Agreement.
2. Company certifies that it is unaware of any existing or potential conflicts of interest between it and Accenture.
3. Company represents that it is not currently under actual or, to Company's knowledge, threatened investigation or inquiry, or being audited by the U.S. Government or other governmental authority in connection with alleged noncompliance with any Anticorruption Laws.
4. Company will notify Accenture if it becomes a public official or if a public official takes ownership interest.
5. None of Company's directors, officers, partners or employees is presently (or has been within the last two (2) year(s)) a government official, representative, or employee of any political party, holder of public office, or a candidate for public office. Company covenants that it will inform Accenture promptly in writing, if any such person assumes such a position during the term of this Agreement while at the same time remaining one of Company's directors, officers, partners or employees.
6. Company is fully qualified, licensed and registered to assist Accenture as required by the laws, regulations, rules, decrees and other directives applicable to it.
7. With respect to any transaction effected or performance of Services in connection with this Agreement, Company will maintain proper and accurate books, records, and accounts that accurately and fairly reflect, in reasonable detail, any payments made, expenses incurred, and assets disposed of, indicating the purpose therefore and the person (including position and title) for whose benefit the payment or expense was made, with such records to be made available upon request to Accenture. Company will also maintain an internal accounting controls system to ensure the proper authorization, recording, and reporting of all transactions and to provide reasonable assurances that violations of the Anticorruption Laws of the applicable jurisdictions will be prevented, detected, and deterred.
8. Company agrees to maintain such books, records, and internal accounting controls for five (5) years or longer as necessary to enable Accenture to conduct a reasonable review of books and records related to all transactions conducted by Accenture with Company. Company has not and will not provide Accenture any inaccurate documentation and records in connection with any function performed under this Agreement.
9. In the event that Accenture has reason to believe that a breach of any of the representations, warranties, and covenants under Company's Covenants Section 11(a) of the Agreement has occurred or may occur, Accenture may withhold any payments otherwise due and payable under this Agreement until it receives confirmation to its satisfaction that no breach has occurred or will occur. Accenture shall not be liable to Company for any claims, losses or damages whatsoever related to its decision to withhold payments under this Section.
10. An authorized representative of Company shall execute the annual Anticorruption Compliance Certification at the conclusion of the first and second years after Agreement execution.
11. Company has disclosed to Accenture complete, truthful, and accurate information related to compliance by Company with Anticorruption Laws and other laws and regulations relating to anti-money laundering, export controls and sanctions, and anti-boycott, including, without limitation, voluntary disclosures and internal and external memoranda and reports on any investigation, audit, or review conducted of or by Company.
12. Company will not prepare, approve, or execute any contract or other document or make any record that Company knows or has reason to know is false, inaccurate, or incomplete.
13. Company is organized for legitimate business purposes and not for any unlawful purpose, and has only lawful sources of funding.

14. Neither Company, nor any of its directors, officers, employees or agents has been convicted of or pleaded guilty to an offense involving fraud, corruption, or moral turpitude, nor has any such person been listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs.
15. Company agrees to give prompt notice in writing to Accenture in the event that at any time during the term of this Agreement Company breaches any representations or warranties or fails to comply with any covenants under Section 11 (a) of this Agreement. Company further agrees to give prompt notice in writing to Accenture about any potential violation of the representations, warranties, and covenants under this Agreement of which it obtains knowledge or becomes aware, or has reasonable grounds to believe has occurred.
16. Company agrees to cooperate in good faith with Accenture and its representatives in the event of an actual or potential violation of any Anticorruption Laws, or any representations, warranties, and covenants under this Agreement, by it, its officers, directors, or employees, including providing access to its officers, directors, and employees for interviews.

EXHIBIT J TO MASTER CONTRACTOR SERVICES AGREEMENT

IMMIGRATION WORKSITE COMPLIANCE ACKNOWLEDGEMENT AND CERTIFICATION
DATE DUE FOR RETURN TO ACCENTURE: _____ (TO BE COMPLETED BY ACCENTURE)

As a representative of the Company, I attest that the Company understands and is in compliance with the governing U.S. legal requirements regarding the lawful employment of foreign nationals and lawful verification of the employment eligibility and identity of workers employed in the United States, including with regard to placement of personnel assigned to Accenture U.S. worksites, and that the Company:

1. Maintains complete and accurate records that timely, fairly, and accurately reflect employment eligibility of all employees placed at Accenture or Client job sites in the United States pursuant to the applicable Master Services Agreement (MSA) between Accenture and Company. _____(Initial/Date)
2. Has a written employment eligibility and identity confirmation policy, and a system in place for monitoring and reviewing the employment eligibility of its workers, including any workers placed at Accenture or Client job sites in the United States pursuant to the MSA. _____(Initial/Date)
3. Collects and maintains copies of all visas, passports, permits, and other documentation necessary for personnel who may be required by Accenture to perform Services at a U.S. location where they do not hold citizenship in connection with performing the Services under the governing MSA. Upon Accenture's prior written request, Company will provide verification of compliance with such requirements. _____(Initial/Date)
4. Has not been found to be a willful violator with respect to any Labor Condition Application, pursuant to which the beneficiary was to be assigned at an Accenture or Client worksite. _____(Initial/Date)
5. Has a written policy with any subcontractor that assigns personnel to Accenture U.S. worksites requiring that subcontractor to maintain complete and accurate records that timely, fairly, and accurately reflect employment eligibility of all employees placed at Accenture or Accenture Client job sites in the U.S. _____(Initial/Date)

In addition, the Company certifies that the Company:

6. Shall promptly withdraw any personnel performing Services for Accenture (or its Clients) in the United States in the event of any potential violation(s) of U.S. immigration laws, and notify Accenture of the potential or actual violation(s) involving any personnel performing Services for Accenture in the United States. _____(Initial/Date)
7. Shall promptly notify Accenture if the undersigned is under local, state or federal government inquiry or investigation for possible violation(s) of U.S. immigration laws, to the extent allowed for by law. _____(Initial/Date)
8. Shall promptly notify Accenture if any of the above statements should become incorrect or incomplete due to a change in law and/or fact. _____(Initial/Date)

For purposes of this Acknowledgement and Certification, the term "foreign national" shall be defined as any individual who is not a US citizen or permanent resident.

Name of Company

Name and Title of Company Official

Signature

Date

Reviewed by Accenture Cx Team:

Title

Signature

Date

EXHIBIT K
TO
MASTER CONTRACTOR SERVICES AGREEMENT
INFORMATION SECURITY SCHEDULE (Normal Risk)

NOTE TO SUPPLIER: ACCENTURE TAKES A RISK BASED APPROACH TO SUPPLIER CONTRACTING. THE FOLLOWING REQUIREMENTS FORM THE MINIMUM-SECURITY REQUIREMENTS THAT ARE IMPORTANT TO ACCENTURE AS THESE ARE DERIVED FROM OUR COMPANY POLICIES, STANDARDS, OUR ISO CERTIFICATION, LAWS/REGULATIONS, OR OTHER APPROPRIATE INFORMATION SECURITY RESOURCES AND IN MANY CASES THESE REQUIREMENTS ALIGN TO OUR CUSTOMER OBLIGATIONS.

This information security schedule, including any attachment hereto, ("Information Security Schedule") is subject to the terms and conditions of the Agreement. For the purposes of this Information Security Schedule, "Company" shall mean Company or Company's third-party providers/suppliers/agents or subcontractors. Terms not defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between the Agreement and this Information Security Schedule, this Information Security Schedule shall prevail.

1. INFORMATION SECURITY REQUIREMENTS

1.1 Where Company knows, or reasonably suspects, that a loss, unauthorized acquisition, disclosure, use or other form of compromise of Accenture Data has occurred, Company will notify Accenture's point of contact in writing promptly, and in any event within forty-eight (48) hours following such discovery and cooperate with Accenture in any breach investigation or remediation efforts. For the purposes of this Information Security Schedule: (i) "Accenture Data" shall have the meaning set forth in the Agreement, or if no term is defined, then "Accenture Data" shall mean all information or data collected, stored, processed, received and/or generated by Company in connection with providing the applicable Services to Accenture, including Accenture Personal Data as defined in the Agreement; and (ii) "Services" shall have the meaning set forth in the Agreement and also includes any other services provided by the Company under the Agreement, and shall include any software and equipment provided by Company (including third party software and equipment) required to access the Services or provide the Services.

1.2 Company represents and warrants that it shall implement appropriate technical and organizational security measures, based on Industry Standards. "Industry Standards" means commercially reasonable security measures in all applicable equipment, software systems and platforms that Company uses to access, process and/or store Accenture Data, that are designed to ensure the security, integrity, and confidentiality of Accenture Data, and to protect against the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Accenture Data.

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

1.3 Illicit Code. Except for the functions and features expressly disclosed in Company's documentation provided or made available to Accenture, at the time of delivery or transmission to Accenture, an Accenture Affiliate, or a Client of any Services, software, equipment, or deliverables, or at the time Company makes such items available to Accenture, an Accenture Affiliate or a Client, as applicable, such Services, software, equipment and/or deliverable shall be free of any programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, malware, worms, date bombs, time bombs, shut-down devices, keys, authorization codes, back doors or passwords allowing Company access), that may result in, either: (a) any inoperability of the Services, software, equipment, or deliverable; or (b) any damage, interruption, interference with the operation of the Services, software, equipment, or deliverable, the equipment configuration on which the Services, software, or deliverables reside, any other software or data on such equipment configuration, or any other equipment or system with which the equipment configuration, Services, software or deliverable is capable of communicating.

1.4 Security of All Software Components. Company agrees to appropriately inventory all software components (including, but not limited to, open source software) used in Company's Services, software, equipment and/or deliverables, and provide such inventory to Accenture upon request. Company will assess whether any such software components have

any security defects and / or vulnerabilities that could lead to unauthorized disclosure of Accenture Data or intellectual property of Accenture or its clients. Company shall perform such assessment prior to delivery of, or providing access to, such software components to Accenture and on an on-going basis thereafter during the term of the Agreement and any Orders. Company agrees to notify Accenture of any identified security defect or vulnerability and remediate same in a timely manner. Company will promptly notify Accenture of its remediation plan. If such security defect or vulnerability cannot be remediated in a timely manner, Company agrees to replace the subject software component with a component that is not affected by this security defect or vulnerability and that does not reduce the overall functionality of the Services, software, equipment or deliverables being provided under this Agreement. Company further agrees not to disclose the existence of this Agreement, nor any Accenture Data or intellectual property of Accenture, in connection with any remediation efforts (including, for example, contribution of code to an open source software project).

1.5 Disaster Recovery. During the term of the Agreement and all Orders, Company shall maintain a disaster recovery (DR) or highly availability (HA) solution and related plan that is consistent with Industry Standards for the Services being provided.

- The HA solution is required to have a highly available technical architecture across all the application tiers (e.g., Web, application, database, etc.) with nodes deployed across different physical data centers (e.g., across AWS Availability Zones) so that if one tier and/or one physical data center were affected, the application would continue to run uninterrupted on the nodes in the unaffected location.
- The DR solution will ensure identified critical capabilities are restored within a 24-hour period in the event of a declared disaster or major system outage. A DR plan will ensure critical capabilities automatically fail over or can be manually failed over within a 60-minute period in the event of a declared disaster or major system outage affecting a location.

Company will test the DR or HA solution and related plan at least once every six (6) months or more frequently if test results indicate that critical systems were not capable of being recovered within the periods above. Company will provide summary test results for each exercise which will include the actual recovery point (how much data lost, if any) and recovery times (time to bring back applications and/or Services, if not automated failover) achieved within the exercise. Company will provide agreed upon action plans to promptly address and resolve any deficiencies, concerns, or issues that may prevent the critical functionality of the application from being recovered within 24 hours in the event of a disaster or major system outage.

2. SECURITY ASSESSMENT

2.1 Security Assessment. In the event that Accenture reasonably determines, or in good faith believes, that Company's security practices and procedures do not meet Company's obligations pursuant to the Agreement or this Information Security Schedule (including Attachment 1 hereto), then Accenture will notify Company of the deficiencies. Further, Company shall without unreasonable delay (i) correct such deficiencies at its own expense and (ii) permit Accenture, or its duly authorized representatives, on reasonable prior notice, to assess Company's and Company agents' security-related activities that are relevant to the Agreement. Additionally; Company will complete, in a timely and accurate manner, an information security questionnaire, provided by Accenture to Company, on an annual basis or more frequently upon Accenture's request, in order to verify Company's and its sub-contractors' compliance with the Agreement. ("Security Assessment").

2.2 Security Issues and Remediation Plan. Security issues identified by Accenture during a Security Assessment will have an assigned risk rating and an agreed to timeframe to remediate. Company shall remediate all of the security issues identified within the agreed to remediation timeframes. If Company fails to remediate any of the high or medium rated security issues within the stated remediation timeframes, Accenture reserves the right to terminate this Agreement for material breach immediately upon notice to Company.









Cybersearch_AccentureLLP_US_Cx_MSA_SEPT0418

Adobe Sign Document History

09/06/2018

Created:	09/04/2018
By:	Daiana Ranu (daiana.solange.ranu@accenture.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAaW01ZcKH02GbH07-KjT98t__cNpEp58

"Cybersearch_AccentureLLP_US_Cx_MSA_SEPT0418" History

-  Document created by Daiana Ranu (daiana.solange.ranu@accenture.com)
09/04/2018 - 2:36:07 PM CDT- IP address: 170.251.220.189
-  Document emailed to Kenneth Smith (kenneth.smith@accenture.com) for signature
09/04/2018 - 2:43:25 PM CDT
-  Document viewed by Kenneth Smith (kenneth.smith@accenture.com)
09/04/2018 - 6:04:43 PM CDT- IP address: 12.199.165.118
-  Document e-signed by Kenneth Smith (kenneth.smith@accenture.com)
Signature Date: 09/04/2018 - 6:05:06 PM CDT - Time Source: server- IP address: 12.199.165.118
-  Document emailed to Anthony Sherwood (tony.sherwood@cybsearch.com) for signature
09/04/2018 - 6:05:07 PM CDT
-  Document viewed by Anthony Sherwood (tony.sherwood@cybsearch.com)
09/04/2018 - 6:08:12 PM CDT- IP address: 73.210.116.86
-  Document e-signed by Anthony Sherwood (tony.sherwood@cybsearch.com)
Signature Date: 09/06/2018 - 10:54:27 AM CDT - Time Source: server- IP address: 12.229.173.74
-  Signed document emailed to Daiana Ranu (daiana.solange.ranu@accenture.com), Anthony Sherwood (tony.sherwood@cybsearch.com), crystal.a.gallo@accenture.com, Gayathri Kamath (gayathri.kamath@accenture.com), and 1 more
09/06/2018 - 10:54:27 AM CDT