

Name: Webb Jordan
Last First

Notice Regarding New-Hire Arbitration Agreement

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

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ARBITRATION AGREEMENT

This agreement (the “Agreement”) governs the resolution of legal disputes that may arise between you (“You”) and Accenture Flex or any of its Affiliates¹ (individually or collectively, as the case may be, “Accenture Flex”) or any of their respective officers, directors, employees or agents in their capacity as such, and requires that certain legal disputes be resolved through binding arbitration in accordance with the terms of this Agreement. For good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

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

¹ For purposes of this Agreement, “Affiliate” means any other legal entity that from time to time controls, is controlled by or is under common control with Accenture LLP, which includes Accenture Plc (a company incorporated in the Republic of Ireland) and any other Affiliate to or successor entity of Accenture Plc.

termination of Your employment. This Agreement is a mandatory condition of Your employment with Accenture Flex. Accenture Flex' offer of employment is contingent upon, among other things, You electronically signing this Agreement.

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

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

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

- a) Lawsuits or agency charges filed prior to the Effective Date;
- b) Unemployment insurance or workers' compensation benefits claims; however, claims for retaliation pursuant to these laws constitute Covered Claims;
- c) Sarbanes-Oxley Act, Consumer Financial Protection Bureau, and Commodity Futures Trading Commission whistleblower claims;
- d) Claims for benefits under the Employee Retirement Income Security Act ("ERISA") that must be resolved in accordance with the terms and procedures set forth in the applicable plan documents;
- e) Claims arising under patent, copyright or trademark law;

- f) Where applicable federal law prohibits arbitration, claims under Title VII of the Civil Rights Act of 1964, and tort claims related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision or retention; and
- g) Any other claims that are not permitted to be subject to a pre-dispute arbitration agreement under applicable law or regulation.

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

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

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

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

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

6) ARBITRATION PROCEDURE AND APPLICABLE RULES.

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

The Rules (which include the procedures for initiating arbitration) are available from AAA's website (www.adr.org) or by calling AAA at (800) 778-7879.

Arbitration pursuant to this Agreement shall be held before a single neutral arbitrator, selected in accordance with the Rules. To the extent the Rules are inconsistent with the terms of this Agreement, including but not limited to the provision that arbitration may only be pursued on an individual basis, the terms of this Agreement shall control and govern the arbitration. Except as otherwise provided or permitted by law, in the event that (i) a claim or controversy arises in California and (ii) You primarily reside and work in California, You have the option to void the choice of law and forum provisions herein.

- b) Location of Arbitration.** The location for the arbitration hearing will be within the county of the Accenture Flex office to which You are assigned, or to which You were last assigned if Your employment has terminated as of the filing of the demand for arbitration, or at any other mutually agreed-upon location convenient to the Parties.
- c) Arbitrator's Powers.** The arbitrator must follow applicable law and may award only those remedies (including without limitation attorney's fees and costs) that would have applied had the Covered Claim been heard in court. The arbitrator shall have the exclusive authority to decide jurisdictional or arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of this Agreement, and who are proper parties to the Arbitration. Any court of competent jurisdiction shall have the authority to enter a judgment on any award rendered by the arbitrator.
- d) Arbitration Costs and Fees.** If You initiate the arbitration or file a counterclaim, You will pay to the AAA only that portion of the arbitration filing fee that is equal to the amount you would be required to pay to initiate a lawsuit in the applicable state or federal court, including if You are unable to pay the arbitration filing fee. Accenture Flex will pay the remainder of the arbitration administrative fees, the arbitrator's fees and costs, and any other fees or costs unique to arbitration. Each party shall be responsible for paying its own litigation costs for the arbitration, including, but not limited to, attorneys' fees, witness fees, transcript fees, or other litigation expenses that each party would otherwise be required to bear in a court action, subject to any relief awarded by the arbitrator in accordance with applicable law.
- e) Confidentiality of Proceedings.** To the maximum extent permitted by law, all aspects of the arbitration proceedings, including any award made, shall be kept confidential, except as necessary to comply with a subpoena, court order or other legal requirement, to prosecute or defend a Covered Claim, to enforce an arbitration award or to meet a reasonable business need of Accenture Flex.

- 7) **AT-WILL EMPLOYMENT.** Nothing in this Agreement shall be deemed to constitute a contract of employment for any definite term, or to alter the at-will nature of Your employment with Accenture Flex.
- 8) **CHOICE OF LAW.** This Agreement is governed by the Federal Arbitration Act (the “FAA”) (9 U.S.C. §§ 1 et seq.) and, to the extent, if any, that the FAA is held not to apply, by the laws of the State of New York, without regard to its conflict of laws principles (including for purposes of determining contract formation).
- 9) **ENTIRE AGREEMENT.** This is the parties’ entire agreement on the subject matter of arbitration of disputes, superseding all prior oral or written representations, negotiations or agreements on the subject.
- 10) **SEVERABILITY.** Except as provided in Paragraph 4, in the event that any provision of this Agreement is determined to be invalid or unenforceable, it shall be severed from the Agreement, and the rest of the Agreement shall be enforced to the maximum extent permitted by law.
- 11) **SUCCESSORS.** This Agreement shall survive and continue to be in effect in the event that either party undergoes a name change, or Accenture Flex undergoes a restructuring of its business, or is replaced with or succeeded by another company or entity, or in the event You are assigned to an Affiliate. Any successor company or entity shall be bound by the terms and conditions of this Agreement.

Agreed to on behalf of Accenture Flex by:



Annette Rippert
Chief Executive Officer – Accenture Flex

INTENDING TO BE LEGALLY BOUND HEREBY, I have executed this Agreement on the date below.

EMPLOYEE:

Jordan Webb

Full Legal Name of Candidate

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

Signature: Jordan G. Webb
Jordan G. Webb (Jan 19, 2019)

Date: Jan 19, 2019

Email: jordan@surgenexus.com