1. AGREEMENT

1.1 The "**Agreement**" means: (i) the applicable purchase order issued by Accenture and/or Optimind Luxembourg and/or Optimind Risk Services SA (each a "**Client**"; (ii) these General Terms and Conditions of Purchase ("**General Terms**"); and (iii) additional written agreements, if any, relating to the transaction signed by Client and the indicated provider such as a master agreement, statement of work or letter agreement ("**Additional Agreements**"). The Agreement is the sole and exclusive agreement between the indicated provider ("**Provider**") and Client with respect to the goods and/or services provided by Provider under the applicable purchase order (collectively, "**Deliverables**" and/or "**Provider Offerings**"). By providing any Deliverables to Client, Provider agrees it is bound by the Agreement. Provider and/or Client may be referred to as a "**Party**" or "**Parties**" in these General Terms. "**Client**" means the Client entity that is a party to the Agreement and its Affiliates, if such are covered by the Agreement (collectively, "**Client**").

1.2 In the event of any conflict among the terms of the Agreement, the following order of precedence will apply: (i) the applicable purchase order issued by Client; (ii) the Additional Agreements; and (iii) these General Terms.

1.3 An "**Affiliate**" means any entity, whether incorporated or not, that is controlled by or under common control with Accenture plc, a public limited company incorporated in Ireland with its registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (registration number 471706) and its successors, where "**control**" means the ability, whether directly or indirectly, to direct the management and policies of another entity by means of ownership, contract or otherwise.

2. PERFORMANCE/ WARRANTIES

Provider warrants and undertakes that the Deliverables will be free from defects in material and workmanship and will conform to any specifications or requirements in the Agreement or agreed upon by the Parties in writing. Provider warrants that if any Deliverable(s) fails to meet any such specifications or requirements or is otherwise nonconforming, Provider will, at its own cost and expense and within 10 days of its receipt of written notice of such failure, either correct such deficiency or provide a plan acceptable to Client for correcting such deficiency. If such deficiency is not corrected within such 10-day period or a corrective plan is not accepted by Client, Client will have the option to require Provider to: (i) provide a full refund; or (ii) promptly replace or reperform the Deliverable(s) at no charge. All Deliverables will be subject to an inspection and acceptance by Client, even if the Parties have not set forth any specifications or requirements regarding the Deliverables in the Agreement.

3. DELIVERY

Prices will be based on delivery at the location specified by Client, with all duties, tariffs, freight, insurance and other costs related to transportation and delivery being the responsibility of Provider. Title to and risk of loss/damage for goods remain with Provider until the goods have been delivered, inspected and accepted by Client. Provider is the importer and exporter of record. Provider agrees to provide free replacement of goods lost or damaged in transit, at no additional charge, within 3 business days of receipt of notice from Client. For Provider's delivery of goods, time is of the essence. In the event Provider does not deliver goods on time, Client may terminate the Agreement as provided for in Section 8.

4. PAYMENT, INVOICING, AUDIT AND TAXES

4.1 All prices are exclusive of VAT or similar taxes and will be in the official currency of the country where the Client entity in the Agreement is located.

4.2 Provider is entitled to invoice Client after delivery has taken place in accordance with Section 3 above. Invoices will be addressed to the invoicing department of the Client entity in the Agreement. All invoices submitted to Client must include adequate documentation, including, as applicable: (i) a statement that the Deliverables comply with the provisions of the Agreement; (ii) an explanation of the Deliverables provided during the period covered by the invoice, including applicable purchase order number, invoice number, invoice date, name of the requestor, description of the Deliverables and the corresponding price; and (iii) if expense reimbursement is provided for in the Agreement in relation to Provider's services, itemized expenses with receipts or other documentation if a receipt is unavailable.

4.3 Client will make payment within 60 days after receipt of Provider's valid invoice in accordance with the Agreement. Payment of an invoice (in whole or in part) will not be deemed acceptance of any Deliverables.

4.4 Client is entitled to postpone and/or offset payment if the Provider owes Client money for any reason or if Client disputes the amount due in good faith.

4.5 During the term of the Agreement and for a period of 3 years thereafter, Client will have the right, at its expense, to audit the books and records of Provider related to Provider's activities under the Agreement.

4.6 Applicable taxes will be billed as a separate item or line item. Client will pay sales, use, value added, goods and services, and all other similar taxes imposed by any official, authorized governmental entity for Deliverables provided under the Agreement, excluding taxes based solely on Provider's income or property. Client will pay such tax(es) in addition to the sums due under the Agreement provided that Provider itemizes them on a proper invoice. Client reserves the right to request proof of payment if previously paid by Provider. If Client is required to withhold or deduct any taxes from any payment, Client will not be required to "gross up" the amount of such payment and will pay the total amount reflected on the invoice less the applicable withholding taxes. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible. Each Party will provide and make available to the other Party any resale certificates, treaty certifications and other exemption information reasonably requested by the other Party. Notwithstanding the foregoing, provided Client furnishes Provider with a copy of a resale exemption certificate, no sales taxes will be billed to Client.

4.7 Each Party has established, maintains and enforces policies, processes and controls as required by law and in accordance with any regulation or published guidance of tax authority to prevent the facilitation of tax evasion. The Parties agree to notify each other in writing within a reasonable timeframe of a breach of this Section or an attempt to facilitate tax evasion (either by the relevant Party or any other third-party) where this may affect the provision or receipt of the Provider Offerings or the operation of the Parties' businesses or the Parties' compliance with tax evasion law. A breach of the Section is deemed a material breach in accordance with the relevant "Termination" Section.

5. OWNERSHIP OF DELIVERABLES & INTELLECTUAL PROPERTY RIGHTS

5.1 Provider hereby assigns and grants to Client all rights and licenses necessary for Client to access, use, transfer, and sell the Deliverables and to exercise the rights granted under the Agreement, and pass-through the same to its Affiliates and designated users, for the use and benefit of Client and in providing services to Client's clients and business partners. Except with respect to any proprietary materials, programs, and documentation provided by Provider or its Providers and in existence prior to the services being performed under the Agreement ("**Pre-Existing Materials**"), all right, title and interest in the Deliverables, including all intellectual property rights, will be the exclusive property of Client, to the extent permitted by applicable law. Provider hereby assigns to Client ownership of all right, title and interest in the Deliverables (excluding Pre-Existing Materials) and waives any moral rights therein.

5.2 Provider hereby assigns and grants to Client an irrevocable, non-exclusive, worldwide, perpetual and fully paid-up right and license to use and modify the Pre-Existing Materials to the extent necessary for Client to use the Deliverables as provided for in Section 5.1 above. Pre-Existing Materials or open source software will not be incorporated into any Deliverable without Client's prior written approval.

5.3 To the extent the Deliverables consist of software, Client will be entitled to install and use the software on equipment owned or controlled by Client or on cloud platforms provided by third parties. For avoidance of doubt, to the extent that any Deliverables consist of cloud-based services, such cloud-based services may be used by Client as provided for in Section 5.1 above.

5.4 Provider agrees to defend, hold harmless and indemnify Client from any claim that a Deliverable (or any portion thereof) infringes or misappropriates any intellectual property right of a third party. In addition, if a claim of infringement is made, Provider will, at its own expense, promptly exercise the first of the following remedies that is practicable: (i) obtain for Client the rights granted under the Agreement; (ii) modify the Deliverable so it is non-infringing and in compliance with the Agreement;

(iii) replace the Deliverable with a non-infringing one that complies with the Agreement; or (iv) accept the return or cancellation of the infringing Deliverable and refund any amount paid.

6. COMPLIANCE WITH LAWS

6.1 Provider represents and warrants that it is aware of, understands, has complied with, and will comply with, all laws applicable to Provider in the performance of the Agreement, including but not limited to: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local anti-corruption laws; (ii) data privacy laws, regulations and regulatory guidance, such as the EU's General Data Protection Regulation 2016/679 of 27 April 2016 ("**GDPR**"); (iii) export/import and economic sanctions laws ("**Trade Control Laws**"); (iv) immigration, labor and employment laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws. Provider will not provide any Deliverables to Client that would cause a violation of any such laws.

6.2 Unless otherwise agreed in writing, the Provider will not provide any Deliverables to Client that require an export license or other form of government authorization under applicable Trade Control Laws to transfer or use in connection with the Agreement. Upon request, the Provider will provide Client with the export control classification under applicable Trade Control Laws of any Deliverables provided in the performance of the Agreement.

6.3 Provider will promptly notify Client of its violation of any applicable laws in its performance of the Agreement, and will defend, hold harmless and indemnify Client for any violation of such laws or a breach of Section 14.

7. LIABILITY AND INSURANCE

To the extent permitted by law, in no event will Client be liable for any lost revenues, lost profits, incidental and indirect damages. To the extent permitted by law, in no event will Client's aggregate liability to Provider for all claims exceed the total price payable by Client to Provider under the Agreement**.**

8. TERMINATION

Client may immediately terminate the Agreement for its convenience (for any or no reason) at any time, in whole or in part, by providing written notification to Provider. Unless expressly provided for in the Agreement, Client will have no obligation to pay any early termination fee or extra charges in relation to such termination.

9. CONFIDENTIALITY AND PUBLICITY

9.1 Provider will keep the existence, nature and the content of the Agreement, Client Data (as defined in Section 14.1), and any other information of Client, confidential and not disclose it to any other person. Provider will ensure that its personnel, contractors and agents (collectively, "**Personnel**") are aware of, and have committed to, confidentiality and legal obligations with respect to such information. Provider will not make any reference to the Agreement, its terms, business information, or use Client's name, logo or trademark in any public announcements, promotions or any other communication without Client's prior written consent.

9.2 Provider may only use such confidential information for the purpose of performing its obligations under the Agreement.

9.3 Upon: (i) expiration or termination of the Agreement; or (ii) the request of Client; Provider will return all confidential information of Client and Client Data or delete such information.

10. ASSIGNMENT AND SUBCONTRACTING

Provider is engaged as an independent contractor. Nothing in the Agreement will be deemed or construed to create a joint venture, partnership or employment relationship between Client and Provider (including its Personnel). Client will have no liability or responsibility for Provider's Personnel. Provider will remove Personnel from any assignment under the Agreement, for any lawful reason at Client's sole and reasonable discretion. Provider will subcontract the Agreement or its rights or obligations (including its data privacy obligations) to any third party subject to Client's prior written consent. In any event Provider will remain solely responsible for any and all acts, errors or omissions of its subcontractors (including its sub-processors).Without the prior written consent of the other

Party, this Agreement is not transferable with the understanding that each Party consents to such a transfer of the other Party within its own group.

11. PROVIDER STANDARDS OF CONDUCT

Client is committed to conducting its business free from unlawful, unethical or fraudulent activity. Provider will act in a manner consistent with the ethical and professional standards of Client as described in the Client Provider Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of these standards can be found at Client.com/us-en/company-ethics-code.

The Provider will not take any action, or fail to take any action, that would result in Client violating any such law, rule, ordinance or regulation. Provider agrees to execute the "U.S. FOREIGN CORRUPT PRACTICES ACT AND INTERNATIONAL ANTICORRUPTION COMPLIANCE ACKNOWLEDGEMENT AND CERTIFICATION"**",** a copy of which is attached hereto as Attachment A.

12. GOVERNING LAW AND DISPUTES

12.1 The Parties will make good faith efforts to resolve, in a confidential manner, any dispute which may arise under the Agreement, by escalating it to higher levels of management, prior to resorting to litigation or other legal process.

12.2. The Agreement and any dispute or matter arising under it will be governed by the laws of the country where the Client entity in the Agreement is located, without giving effect to conflict of laws rules. Subject to Section 12.1, the courts of such country will have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

13. GENERAL

13.1 No delay or failure by either Party to exercise any of its powers, rights or remedies under the Agreement will operate as a waiver of them. For purpose of the Agreement an email will be deemed to be "written" or a "writing".

13.2 If any part of the Agreement is found to be invalid, unlawful or unenforceable then such part will be severed from the remainder of the Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

13.3 Any changes to the Agreement will be valid and binding only if such changes are set forth in a written agreement signed by Provider and Client. Any click-through, online or other terms or licenses accompanying any Deliverables are null and void and will not bind Client. The Parties expressly agree that any counter offer by Provider or terms contained in the Provider's response to, or acknowledgment or acceptance of, the Agreement, if any, that are additional to, or different from, the terms set forth in the Agreement will not apply and are hereby expressly rejected by Client.

13.4 The provisions of these General Terms, which by their nature survive termination or expiration, including but not limited to provisions 1, 4, 5, 6, 7, 9, 12, 13, 14 and 15, will survive any termination or expiration of the Agreement.

14. DATA PROTECTION AND PRIVACY

In addition to Provider's obligations under Sections of this agreement, Provider will comply with this Section when processing Client Personal Data. "**Client Personal Data**" means personal data owned, licensed, or otherwise controlled or processed by Client including personal data processed by Client on behalf of its clients. "**Client Data**" means all information, data and intellectual property of Client or its clients or other suppliers, collected, stored, hosted, processed, received and/or generated by Provider in connection with providing the Deliverables to Client, including Client Personal Data. If Provider processes Client Personal Data in the course of providing Deliverables to Client or fulfilling its obligations under the Agreement, Provider will: (i) only process Client Personal Data in accordance with the written instructions of Client or to the extent reasonably necessary for the performance of the Agreement, and at all times in compliance with applicable laws; (ii) provide full cooperation and assistance to Client in ensuring that rights of individuals under applicable laws (including GDPR) are timely and appropriately addressed, for the fulfilment of Client's obligations to comply with such laws; (iii) make all reasonable efforts to ensure that Client Personal Data is accurate and up-

to-date at all times while in its custody or under its control, to the extent Provider has the ability to do so; (iv) fully assist and cooperate with Client and its clients in ensuring their compliance with applicable laws, including Articles 32 to 36 of GDPR where applicable. Provider will make available to Client and/or any supervisory authority all information necessary to demonstrate Provider's compliance with the Agreement and applicable laws, and allow for and contribute to audits and inspections conducted by Client; (v) not retain any Client Personal Data for longer than is necessary for the performance of the Agreement or as required by applicable law; and (vi) ensure that any sub-processor(s) must be bound by a written agreement that includes the same data protection obligations as set out in the Agreement.

14.3 "**Security Incident**" means a known, or reasonably suspected, accidental or unauthorized loss, acquisition, disclosure, access, use or other form of compromise of Client Data. Provider will implement and maintain commercially reasonable and appropriate physical, technical and organizational security measures, including those set out in Section below, to protect Client Data against a Security Incident and all other unauthorized or unlawful forms of processing. Provider will (i) promptly notify Client's point of contact in writing (and in any event within 48 hours) of Provider's discovery of the Security Incident and (ii) investigate the Security Incident, taking all necessary steps to eliminate or contain the Security Incident, including cooperating with Client's remediation efforts, mitigating any damage, and developing and executing a plan, subject to Client´s approval, that promptly reduces the likelihood of a recurrence of the Security Incident. Provider will notify Client promptly in writing of any investigation, litigation, arbitrated matter or other dispute relating to Provider's or its sub-contractors' information security or privacy practices.

Provider will not transfer, access or otherwise process Client Personal Data which originates from the European Economic Area (EEA), The United Kingdom of Great Britain and Northern Ireland (UK) and Switzerland to/from jurisdictions outside of an Approved Jurisdiction, without first entering into a legally valid data transfer mechanism(s) and/or additional agreement(s) with Client. "**Approved Jurisdiction**" means a member state of the EEA or any other jurisdiction or sector as may be approved by the European Commission as ensuring adequate legal protections for personal data, including UK and Switzerland.

The Provider is advised that Client implements processing of personal data to manage its relations with its own providers. The data collected are essential for such management and will be analyzed, processed and transmitted by the concerned Client departments.

Data relating to the employees of the Provider may, for the communication of or operations involving such data, be transferred to companies in the Client Group, their subcontractors or service providers located in countries that may or may not benefit from adequate levels of protection. Internal rules designed to organize cross-border flow of personal data intra-group and agreements aimed at organizing the transmission of such data to third companies have been developed in order to ensure adequate levels of protection.

The right of the Provider's employees to query or/and access to their personal data can be exercised by e-mailing the Client Data Privacy Officer at the following address: dataprivacy@Client.com.

It's the Provider's responsibility to inform its employees of the contents of this Section.

15. INFORMATION SECURITY

15.1 Industry Standards. Provider will implement appropriate technical and organizational security measures that comply with Industry Standards in all applicable goods, services, equipment, software systems and platforms that Provider uses to access, process and/or store Client Data. "**Industry Standards**" means security measures that are commercially reasonable in the information technology industry and that are designed to ensure the security, integrity, and confidentiality of Client Data, and to protect against Security Incidents.

15.2 Illicit Code. Except for the functions and features expressly disclosed in Provider's documentation made available to Client, Deliverables will 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 Provider access) that may result in any inoperability, damage, interruption, or interference of the Deliverables or

any equipment on which the Deliverables reside or with which the Deliverables are capable of communicating.

15.3 Security of All Software Components. Provider will inventory all software components (including open source software) used in Deliverables, and provide such inventory to Client upon request. Provider will assess whether any such components have any security defects or vulnerabilities that could lead to a Security Incident. Provider will perform such assessment prior to providing Client with access to such software components and on an on-going basis thereafter during the term of the Agreement. Provider will promptly notify Client of any identified security defect or vulnerability and remediate same in a timely manner. Provider will promptly notify Client of its remediation plan. If remediation is not feasible in a timely manner, Provider will replace the subject software component with a component that is not affected by a security defect or vulnerability and that does not reduce the overall functionality of the Deliverable(s).

15.4 Security Assessment. If Client reasonably determines, or in good faith believes, that Provider's security practices or procedures do not meet Provider's obligations under the Agreement, then Client will notify Provider of the deficiencies. Provider will without unreasonable delay: (i) correct such deficiencies at its own expense; (ii) permit Client, or its duly authorized representatives, to assess Provider's security-related activities that are relevant to the Agreement; and (iii) timely complete a security questionnaire from Client on a periodic basis upon Client's request. Security issues identified by Client will be assigned risk ratings and an agreed-to timeframe to remediate. Provider will remediate all the security issues identified within the agreed to timeframes. Upon Provider's failure to remediate any high or medium rated security issues within the stated timeframes, Client may terminate the Agreement in accordance with Section 8 above.

15.5 Application Hardening. Provider will comply with this Section 15.5 if Provider is providing Client with access to or the use of any software, including software-as-a-service or cloud-based software. Provider will maintain and implement secure application development policies, procedures, and standards that are aligned to Industry Standard practices (e.g., SANS Top 35 Security Development Techniques and Common Security Errors in Programming and the OWASP Top Ten project). This applies to web application, mobile application, embedded software, and firmware development. All Personnel responsible for application design, development, configuration, testing, and deployment will be qualified to perform such activities and receive appropriate training on such policies, procedures, and standards.

15.6 Infrastructure Vulnerability Scanning. Provider will scan its internal environments (e.g., servers, network devices, etc.) related to Deliverables monthly and external environments related to Deliverables weekly. Provider will have a defined process to address any findings but will ensure that any high-risk vulnerabilities are addressed within 30 days.

15.7 Application Vulnerability Assessment. Provider will comply with this Section 15.7 if Provider is providing Client with access to or the use of any software, including software-as-a-service or cloud-based software. Provider will perform an application security vulnerability assessment prior to any new release. The test must cover all application and/or software vulnerabilities defined by the OWASP or those listed in the SANS Top Cyber Security Risks or its successor current at the time of the test. Provider will ensure all high-risk vulnerabilities are resolved prior to release. Provider will provide a summary of the test results including any open remediation points upon request. Provider will have a defined process to address any findings but will ensure that any high-risk vulnerabilities are addressed within 30 days

15.8 Penetration Tests and Security Evaluations of Websites. Provider will perform a comprehensive penetration test and security evaluation of all systems and websites involved in providing Deliverables prior to use and on a recurring basis no less frequent than quarterly. Provider will have an industry recognized independent third party perform one of the quarterly tests. Provider will have a defined process to address any findings but any high-risk vulnerabilities must be addressed within 30 days. Provider will provide a summary of such tests and evaluations, including any open remediation points, to Client upon request.

15.9 Asset Management. Provider will: i) maintain an asset inventory of all media and equipment where Client Data is stored. Access to such media and equipment will be restricted to authorized Personnel; ii) classify Client Data so that it is properly identified and access to it is appropriately

restricted; iii) maintain an acceptable use policy with restrictions on printing Client Data and procedures for appropriately disposing of printed materials that contain Client Data when such data is no longer needed under the Agreement; iv) maintain an appropriate approval process whereby Provider's approval is required prior to its Personnel storing Client Data on portable devices, remotely accessing Client Data, or processing such data outside of Provider facilities. If remote access is approved, Personnel will use multi-factor authentication, which may include the use of smart cards with certificates, One Time Password (OTP) tokens, and biometrics.

15.10 Access Control. Provider will maintain an appropriate access control policy that is designed to restrict access to Client Data and Provider assets to authorized Personnel. Provider will require that all accounts have complex passwords that contain letters, numbers, and special characters, be changed at least every 90 days, and have a minimum length of 8 characters.

15.11 Cryptography. Provider will maintain policies and standards on the use of cryptographic controls that are implemented to protect Client Data.

15.12 Secure Disposal or Reuse of Equipment. Provider will verify that all Client Data has been deleted or securely overwritten using Industry Standard processes, prior to disposal or re-use of equipment containing storage media.

15.13 Operations Security. Provider must enable logging and monitoring on all operating systems, databases, applications, and security and network devices that are involved in providing Deliverables. Provider will maintain anti-malware controls that are designed to protect systems from malicious software, including malicious software that originates from public networks. In addition, Provider will use anti-malware software (of Industry Standard or better quality), maintain such software at the then current major release, purchase maintenance & support available from the vendor for such software, and promptly implement new releases and versions of such software.

15.14 Information Transfer and Storage. Provider will use Industry Standard encryption to encrypt Client Data that is in transit. Provider will also use Industry Standard encryption to restrict access to Client Data stored on physical media that is transported outside of Provider facilities.

15.15 Workstation Encryption. Provider will require hard disk encryption of at least 256-bit Advanced Encryption Standard (AES) on all workstations and/or laptops used by Personnel where such Personnel are accessing or processing Client Data.

16. CONVENTION OF PROOF

The Parties agree to consider messages received by fax or by e-mail, and more generally the electronic documents exchanged between them, as original writings within the meaning of Article 1322-2 of the Luxembourg Civil Code; that is, that they have the same value as the one granted to the original. The Parties agree to keep faxes or e-mail writings so that they can provide good and durable copies within the meaning of Article 1334 of the Luxembourg Civil Code.

The Parties acknowledge that the Agreement signed using ECHOSIGN or any other digital signature tool shall constitute and electronic document within the meaning of Article 1322-2 of the Luxembourg Civil Code. Signature through this tool manifests the consent of the Parties to that act.

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SCHEDULE A - U.S. FOREIGN CORRUPT PRACTICES ACT AND INTERNATIONAL ANTICORRUPTION COMPLIANCE ACKNOWLEDGEMENT AND CERTIFICATION

In connection with the Provider Offerings performed pursuant to the Contract, the undersigned Provider, which for purposes of this Certification includes its owners, directors, officers, employees, representatives, partners, and agents:

1. Has not (other than to the extent disclosed to Client in writing in connection with this Certification) and will not violate the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or other applicable anti-corruption and anti-money laundering laws (collectively "**the Anticorruption Laws**"), or otherwise offer or give money or anything of value to any person, in order to obtain and/or retain business for the benefit of Client and/or Provider, and/or to secure any other improper advantage for Client and/or the Provider;

2. Will not submit any false or inaccurate invoices to Client or otherwise falsify any documents related to Provider Offerings performed for Client, and will submit true and adequate documentation with all invoices, including: a) an explanation of the Provider Offerings provided during the period covered by the invoice; and b) itemized expenses incurred, accompanied by receipts (or other documentation if a receipt is unavailable) identifying the payment date, amount and purpose of the expense;

3. Will not provide any gifts, meals, or entertainment to, or pay for the travel expenses of, any third party without the advance written approval of Client, and any such expenses shall comply with all applicable laws as well as the internal policies of the recipient's employer;

4. Will promptly notify Client in writing in the event that the Provider fails to comply with the provisions of this Certification;

5. To the best of its knowledge has not, and will not enter into any actual or potential, interest in conflict with Client or with the Provider Offerings that would: (i) affect Provider's performance in the delivery of the Provider Offerings; (ii) affect any other aspect of the engagement letter; (iii) violate any law or regulation; or (iv) create any appearance of impropriety;

6. Agrees that where Client believes in good faith that a violation of the declarations and commitments undertaken in this Certification has occurred, Client can end the Contract with the Provider immediately on presentation of the notice and without penalty.

7. To report a serious concern, you should contact the Client Business Ethics Line at 80085205, a 24-hour, 7-day service; accepts collect calls) or visit the secured site https://businessethicsline.com/accenture