ACCENTURE LLP
NONDISCLOSURE AGREEMENT

During the course of discussions, on-site visits or the performance or services at 500 West Madison Street, Suite 2200, Chicago, IL 60661, the premises of Accenture LLP ("Accenture"), ("Recipient") may have access to information which Accenture considers proprietary and confidential which (a) relates to the Accenture’s past, present and future research, development, clients, business activities, products, software, services, and technical knowledge, and (b) has been identified as confidential or would be understood to be confidential by a reasonable person under the circumstances ("Confidential Information").

For avoidance of doubt, Accenture’s premises shall include any Accenture Affiliates shared premises within the same location (if any). "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. A reference to "Accenture" shall mean Accenture LLP and/or Affiliates.

In connection with receiving any Confidential Information, the Recipient agrees as follows:

1. Confidential Information may be used by the Recipient only in connection with the performance of services authorized by Accenture.

2. Recipient will protect the confidentiality of any Confidential Information disclosed pursuant to this Agreement in the same manner it protects the confidentiality of its own proprietary and confidential information of like kind but in no event using less than a reasonable standard of care. Access to the Confidential Information shall be restricted to those of Recipient’s personnel engaged in a use permitted hereby provided that such personnel are bound by obligations of confidentiality substantially similar to the terms of this Agreement.

3. Confidential Information disclosed hereunder shall at all times remain the property of the Accenture. No license under any trade secrets, copyrights, or other rights is granted by this Agreement or any disclosure of Confidential Information hereunder.

4. Confidential Information of Accenture may not be copied or reproduced by Recipient without Accenture's prior written consent.

5. All Confidential Information made available hereunder, including copies thereof, shall be returned to Accenture upon the first to occur of (a) completion of the authorized services or (b) request by Accenture.

6. Nothing in this Agreement shall prohibit or limit Recipient’s use of information (including but not limited to ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which was not, to the Recipient's knowledge, under an obligation to Accenture not to disclose such information, or (iv) which is or becomes publicly available through no breach by the Recipient of this Agreement.

7. In the event Recipient receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information of Accenture, the Recipient shall promptly notify Accenture and tender to it the defense of such demand. Unless the demand shall have been timely limited, quashed or extended, any Recipient shall thereafter be entitled to comply with such demand to the extent permitted by law. If
requested by the party to whom the defense has been tendered, any Recipient shall cooperate (at the expense of the requesting party) in the defense of a demand.

8. Recipient may not use the name, logo, acronym, trademark, or other designation of Accenture in connection with any advertising or publicity materials or activities without the prior written consent Accenture.

9. Recipient, its agents or employees, or anyone acting on its behalf, while working at or visiting any premises owned, controlled or utilized, by Accenture, shall comply with all Accenture policies, rules and regulations, including security procedures, and all applicable federal, state, and local laws and regulations applicable to the location where said individuals are working or visiting.

10. This Agreement shall become effective as of the date Confidential Information is first made available to the Recipient hereunder (the “Effective Date). This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of law rules.

Agreed and Accepted:

[Insert Name of Visiting Vendor]

By: _______________________________

[Signature]

_______________________________

[Printed name]

_______________________________

[Title]

_______________________________

[Date]