

SETTLEMENT AGREEMENT

This settlement agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice (the United States), and Accenture plc, Accenture LLP and Accenture Federal Services (AFS) (together “Accenture”), hereafter collectively referred to with the United States as “the Parties,” through their authorized representatives.

RECITALS

A. Accenture plc is a multinational corporation that is headquartered in Dublin, Ireland. Its United States subsidiary, Accenture LLP, has offices throughout the United States and provides services to the United States primarily through contracts between the federal government and Accenture LLP’s independently operated subsidiary, AFS.

B. The United States contends that it has certain civil claims against Accenture arising from what the United States contends was Accenture’s knowing submission of false claims and knowing false statements to the United States as follows: as a federal contractor, AFS was required to comply with anti-discrimination requirements as set forth in Title VII of the Civil Rights Act of 1964, as incorporated into its federal contracts, and the Federal Acquisition Regulation, including at FAR clause 52.222-26. The United States contends AFS certified compliance in its federal contracts with these requirements and publicly represented that it was complying, while knowingly maintaining practices described below that the United States contends discriminated against employees during employment and applicants for employment because of race or sex, and failed to treat employees during employment without regard to race or sex. In addition, the United States contends AFS allocated costs to its federal government contracts relating to these practices and sought payment and reimbursement under its federal

government contracts for such costs. During the period from January 1, 2017, through the Effective Date of this Agreement, the United States contends the practices included:

1. Taking race or sex into account when making hiring decisions, including, for example, to achieve progress towards non-public race and sex-based workforce composition goals for business units (closely held within the company and internally referred to by an employee as “stealth” goals). Business unit leaders within AFS received monthly summaries of the specific percentage of each race and sex within the unit, where representation that met or exceeded AFS’ demographic goals was highlighted in green, yellow, or red depending on whether representation was at or above AFS’ goal, within 5 percent of AFS’ goal, or more than 5 percent below the goal, respectively. AFS’ demographic goals were designed to, and did, drive change in hiring practices based on race and sex. For example, in an internal chat from December 2018, one AFS HR leader noted that senior manager promotions in recent years included relatively few of AFS’ preferred demographics, so those preferred demographics “need to be targeted at 35-40%” at the senior manager level. Similarly, at the end of 2020 and beginning of 2021, at the direction of AFS leadership, AFS recruited and hired additional entry level employees, in addition to those that it had already recruited or hired, so it could make further progress toward its demographic goals, because AFS concluded the initial hiring round did not yield sufficient numbers of preferred racial demographics.
2. Taking race or sex into account when making promotion decisions. For example, when considering managing director promotions, AFS conducted a separate

discussion of candidates who furthered AFS' race or sex demographic goals to ensure that these candidates received extra visibility with AFS leaders responsible for making promotion decisions. At times AFS also ranked these candidates separately from others who did not further the company's demographic goals. For example, in December 2018, AFS directed managers to rank their "top 3 [inclusion and diversity] individuals," who would then be aggregated so that the company could "confirm the top female and ethnic minority individuals in our pipeline." AFS also highlighted in color the names of candidates who furthered the company's demographic goals to distinguish them from other candidates during the promotion review process and developed a separate "pipeline" of potential promotion candidates who would advance AFS' demographic goals.

3. Offering certain training, partnerships, mentoring, leadership development programs, educational opportunities or resources, and/or similar opportunities only to certain employees, with eligibility, participation, access or admission limited on the basis of race or sex. For example, from August 2022 until February 2025, AFS ran the Amplify to Elevate training program, which reserved participation for only certain employees based on race and was designed to boost the career prospects of these employees over others through mentorship and networking.

The conduct described in this Paragraph B is referred to below as the Covered Conduct.

- C. Accenture denies that it engaged in the Covered Conduct.
- D. This Settlement Agreement is neither an admission of liability by Accenture nor a concession by the United States that its claims are not well-founded.

E. Accenture has been credited in this settlement agreement under the Department's Guidelines for Taking Disclosure, Cooperation and Remediation into Account in False Claims Act Matters, Justice Manual Section 4-4.112 for cooperation provided by Accenture.

F. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Accenture shall pay to the United States \$25,000,000, inclusive of civil penalties (Settlement Amount) and interest on the Settlement Amount at a rate of 4% per annum from September 9, 2026. Of that amount, \$11,627,000 is restitution. The Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice. Payment shall be made no later than 14 days after the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount plus interest due under Paragraph 1, the United States releases Accenture, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil claim or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any currently pending or future charges filed with the Equal Employment Opportunity Commission (EEOC); specifically, nothing in this Agreement affects the EEOC's right to bring, process, investigate, litigate, or seek relief in any pending or future charge against Accenture (regardless of whether said charge was or is filed by an individual charging party, an EEOC Commissioner, or a third party) in accordance with standard EEOC procedures. This includes charges which may allege the same covered conduct described in this Agreement;
- e. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- f. Any liability based upon obligations created by this Agreement; and
- g. Any liability of individuals;

4. Accenture waives and shall not assert any defenses it may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the

Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. Accenture fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Accenture has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Accenture, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Accenture's investigation, defense, and corrective actions undertaken in response to the United States' audits and civil investigations in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment that Accenture makes to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Accenture, and Accenture shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Accenture shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Accenture or any of its subsidiaries or affiliates from the United States. Accenture agrees that the United States, at a minimum, shall be entitled to recoup from it any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Accenture's books and records and to disagree with any calculations submitted by Accenture or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Accenture, or the effect of any such Unallowable Costs on the amount of such payments.

7. This Agreement is intended to be for the benefit of the Parties only.

8. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

9. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

10. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Northern District of Illinois. For purposes of construing this Agreement, this Agreement shall be

deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

11. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

12. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

13. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

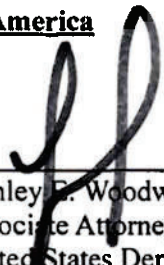
14. This Agreement is binding on Accenture's successors, transferees, heirs, and assigns.

15. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

16. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

The United States of America

DATED: 09.14.26

BY: 
Stanley P. Woodward, Jr.
Associate Attorney General
United States Department of Justice

DATED: 9/14/26

BY: 
Brett A. Shumate
Assistant Attorney General
Brenna E. Jenny
Deputy Assistant Attorney General

Patrick Klein
Commercial Litigation Branch
Civil Division
United States Department of Justice

Accenture plc

DATED: September 10, 2026_

BY: 
Joel Unruch
General Counsel & Corporate Secretary

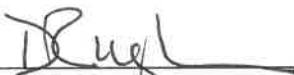
Accenture LLP

DATED: September 10, 2026_

BY: 
Joel Unruch
Authorized Person

Accenture Federal Services LLC

DATED: September 10, 2026

BY: 
Deborah Ringel
General Counsel