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**DONATION AGREEMENT**  
**BETWEEN ACCENTURE CONSULTORES DE GESTÃO S.A.**  
**AND**  
**CRUZ VERMELHA PORTUGUESA**

(A) **ACCENTURE CONSULTORES DE GESTÃO S.A** is a anonyms society registered in Lisbon, Portugal, under the fiscal and registration number 502309440 having its registered office at Avenida Eng.º Duarte Pacheco, Amoreiras, Tower 1, 16.º floor, Lisbon (“Accenture”) and a company of Accenture Group that comprehends management consulting, technology and outsourcing services. Combining unparalleled experience, comprehensive capabilities across all industries and business functions, and extensive research on the world's most successful companies, Accenture companies collaborate with clients to help them become high-performance businesses and governments.

(B) **CRUZ VERMELHA PORTUGUESA** is a non-profit organization registered in [Portugal/Lisbon] under number 500 745 749 having its registered office and principal place of activity at [Jardim 9 de Abril, number 1 until 5 - 1249-083 Lisboa], (the “Grantee”) and has been shown to the satisfaction of Accenture to have a charitable status eligible to receive charitable donations having activity predominantly in the realization of social activities as foreseen under the articles 60.º and following of the Statute of Tax Benefits (“*Estatuto dos Benefícios Fiscais*”).

(C) In its proposal dated April 30<sup>th</sup> , 2020 (the “Proposal” – Attachment A) the Grantee requested funding in the amount of 28.050,15 euros from Accenture in order to pursue charitable goals described in the Proposal, without the counterparties constituting obligations of a pecuniary or commercial character. On April 1<sup>th</sup> , 2020 Accenture approved the funding of 28.050,15 euros (the “Donation”) for the benefit of the Grantee on the terms contained in this donation agreement (the “Agreement”), the donation to the Cruz Vermelha Portuguesa aims to finance the means necessary for the development of initiatives, projects and operations in the field of health and humanitarian support, within the framework of the prevention and control of the pandemic COVID 19 as described in the Proposal ( see attachment A).

(D) The disbursement of (28.050,15 euros) of the Donation will be payable in accordance with the next provision: The invoice will be issued after the signing of this agreement and must be paid by bank transfer to the account indicated by Cruz Vermelha Portuguesa, within 60 (sixty) business days after receipt of the invoice by Accenture.

(E) Satisfaction of each of the Conditions will be determined by Accenture, acting reasonably and in consultation with the Grantee. Accenture shall determine whether or not the Conditions have been satisfied or request further information to assist it in making its determination no later than forty-five (45) days from the date on which the Grantee provides the Report (as defined in Section 9(c)) or forty-five (45) days from the date on which further information is provided, if applicable. For the avoidance of doubt, the reference to “financial accounting” in the definition of the Report shall, for purposes of this paragraph, be construed to include the information required in connection with the Accounting Condition. It is understood and agreed by the parties that the Grantee may request any reasonable extension in relation to gathering, collating, preparing or providing the underlying information required in connection with Accenture’s assessment of the Conditions and/or any request for further information or clarification related thereto and the grant of any such extension by Accenture shall not be unreasonably withheld or delayed; provided that the time periods for Accenture to respond shall be correspondingly and equivalently adjusted appropriately. The date at which the Conditions are satisfied will be the “Checkpoint”.

The Grantee warrants that:

1. The declarations the Grantee registered into the IMPACT tool, if any, are valid and true and will inform Accenture immediately in case of any change of its situation.
2. The Donation will only be used for the Project that involves exclusively charitable activities that are described in the Attachment A.
3. It will issue a document proving the amount of the donation received from Accenture, within a maximum of eight (8) days after the date of the bank transfer, indicating its framework within chapter X of the Statute of Tax Benefits and, with the mention that the donation is granted without consideration;  
For the purposes of this paragraph the supporting document must contain:
  - (a) the legal status of the beneficiary;
  - b) The legal regulations in which it falls, as well as, where appropriate, the identification of the order necessary for recognition;
  - c) The amount of the donation in cash.

4. It will submit to the General Directorate of Taxes, by the end of February of the next year, an official model statement regarding the donation received.

5. The Donation will be used in compliance with all relevant and applicable antiterrorist financing and asset control laws, regulations, and rules under the laws of Portugal and that it will take all reasonable steps to ensure that recipients of Donation funds are not on any Portuguese lists of suspected terrorists.

6. The Donation, as well as any income earned from the investment of the Donation, will be used by the Grantee only for the Project and for no other purpose, absent the prior written consent of Accenture.

7. Grantee will not make gifts or entertainment to any Public Official in connection with this Agreement. "Public Official" includes (but is not limited to) any: Government officials; Personnel of state, regional or municipality enterprises, institutions or organizations; Political parties, political party officials, and candidates for political office; Employees of public international organizations, such as the World Bank or United Nations; or Relatives or close associates of any of the above. Any such activity by Grantee will be a material breach of this Agreement and will be grounds for immediate termination by Accenture.

8. Grantee will not make any contributions to political parties, candidates, or other campaigns, in connection with this Agreement. In addition, Grantee will not engage in or attempt to influence the approval, modification or rejection of any government policy, rule or legislation on behalf of Accenture or its clients by a Public Official ("Lobbying") in connection with this Agreement. Any such Lobbying by Grantee will be a material breach of this Agreement and will be grounds for immediate termination by Accenture.

9. In addition to Section 7, Accenture has a global policy against making political contributions. Therefore, Accenture is prohibited from using company resources to make independent campaign expenditures or contribute to state or local ballot measures, or political organizations. This prohibition covers both direct and indirect contributions, including pro bono services, financial, or in-kind support for dinners and events. Grantee's acceptance and deposit of any contribution indicates Grantee's agreement that the funds contributed by Accenture will not be used as contributions to political parties, candidates, or other organizations described above.

10. The Donation will be expended substantially in accordance with the Timeframe, as defined in the Disbursement schedule subject to any modifications and amendments that the Grantee and Accenture may agree in writing.

11. If any part of the Donation is not substantially expended or committed to the Project as described in the Disbursement schedule:

- (a) the Grantee will promptly upon becoming actually aware notify Accenture, providing sufficient information in respect of the manner in which such funds were spent;
- (b) following such notification Accenture may, acting reasonably, change the terms of or cancel the Donation upon giving the Grantee not less than fifteen (15) days prior written notice; and
- (c) if the Donation is cancelled by Accenture, the Grantee agrees to return any unused amount of the Donation as well as any amount of the Donation that had not been substantially used in accordance with the Project to Accenture as soon thereafter as is practicable and to promptly thereafter provide an account of the use of any expended funds.

12. The Grantee may terminate this Agreement by giving not less than ninety (90) days written notice via email to Accenture (a "Termination Notice"). Upon service of a Termination Notice the Grantee will be under an obligation to return any unused amount of the Donation as of the date of the Termination Notice as soon thereafter as is practicable.

13. Reporting

(a) The Grantee shall liaise with the representatives of Accenture's Corporate Citizenship team in Portugal in the conduct of the Project. This includes periodic reviews of the progress of the Donation, including the provision by the Grantee of information in writing with respect to the Project at intervals of three (3) months (the first such period commencing on the date of this Agreement) and to inform Accenture in a telephone conference to be held with representatives of Accenture at mutually convenient dates and times on or about the times stipulated in this paragraph regarding progress with respect to the Project.

(b) Within 60 days of each year ending 31 August, an officer of the Grantee shall certify in writing that the reported number of persons who have, as a result of the Grantee's activities under the Agreement, been equipped with skills to get a job or build a business is true, complete, and accurate information. This information is used by Accenture to record and report on the Accenture 'Skills to Succeed' Goal.

[OR if the Grantee completed the IMPACT tool, (choose one, either the preceding paragraph or the following paragraph)]:

(b) Within 60 days of each year ending 31 August, an officer of the Grantee shall certify through the IMPACT

database, no later than [thirty (30)] calendar days of each year ending 31 August, that the information provided in relation to the number of persons, in each year ending 31 August, who have, as a result of the Grantee's activities under the Agreement, been equipped with skills to get a job or build a business is true, complete and accurate. This information is used by Accenture to record and in some instances publicly report on the Accenture 'Skills to Succeed' Goal and Grantee hereby authorizes this disclosure.

(c) The Grantee shall submit a written report to the identified Accenture point of contact in Portugal at the timing of each Checkpoint in accordance with the Disbursement schedule. A further final report shall be submitted no later than ninety (90) days after final expenditure of the Donation. Upon approval of the final report, the Project will be considered complete. Any surplus funds shall be promptly returned to Accenture.

(d) Each of the reports referred to above should be substantially in the form of the Grantee Status Report Template to be provided by Accenture and should contain:

- (i) an analysis of the success and the outcomes of the Project and a description of how it was carried out; and
- (ii) financial accounting as to the use and expenditure of the Donation. This financial accounting shall be signed by a financial officer of the Grantee before or at the time it is submitted. The Grantee shall also provide, no later than one (1) year after submission of the financial accounting, a verification, by an external auditor or by an employee of the Grantee who is a professionally qualified accountant, that the financial accounting is in accordance with the underlying audited accounting records of the Grantee; and
- (iii) report on the participation of Accenture resources in the Project, including the number of participants and feedback received from Grantee clients; and
- (iv) copies of any press releases or articles announcing or relating to the Donation and any other publications discussing expenditure of the Donation, of which the Grantee is actually aware and copies of which can be obtained (without infringing copyright or other applicable law or incurring unreasonable costs or expense).

14. Subject to any alternative Project specific arrangements agreed in writing, Accenture shall have a license to and will be entitled to distribute or share any findings, learnings, training materials or other intellectual property created or developed by the Grantee or third parties pursuant to this Donation internally within Accenture and its affiliates and the Accenture Foundations, without consent of the Grantee, and externally with third parties with the prior consent of the Grantee, such consent not to be unreasonably withheld.

15. Neither Accenture nor the Grantee shall speak nor make public statements on behalf of the other, nor claim to represent the other, without obtaining the prior written consent via email of the other party. Subject to Section 14, this Agreement does not permit the use of copyright materials (including logos) or dissemination of any information whatsoever obtained from the other party and not already in the public domain, during the course of this Agreement, or after the termination of this Agreement, without the express agreement of the parties in writing.

16. (a) No partnership or joint venture is created by this Agreement, and neither Accenture nor the Grantee can commit the other financially or otherwise to third parties.

(b) Notwithstanding anything to the contrary in this Agreement, neither Accenture nor the Grantee shall be liable for any delay or failure in performing any obligations under this Agreement if such delay or failure is caused by circumstances outside such party's reasonable control. To the extent that any delay or failure in the performance of either party's obligations under this Agreement occurs under this Section 16(b), it is agreed by the parties that any timeframes set out in this Agreement will be discussed and the parties shall negotiate in good faith and use reasonable endeavors to agree new timeframes as soon as is reasonably practicable.

(c) THIS AGREEMENT SHALL CONSTITUTE THE FULL UNDERSTANDING BETWEEN THE PARTIES AND SHALL BE GOVERNED BY THE LAWS OF PORTUGAL AND THE COURTS OF LISBON.

17. Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Grantee hereby understands, represents and agrees that it has read and will comply with the Accenture Code of Business Ethics, as well as obligations identified therein, including promptly reporting unlawful, fraudulent or unethical conduct. Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting such conduct. A copy of the Accenture Code of Business Ethics can be found at the following address: <http://www.accenture.com/us-en/company/governance/ethics-code/Pages/index.aspx>

Grantee covenants to comply with all applicable laws, ordinances and regulations, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-corruption laws, anti-competition laws, and export compliance laws. Grantee will not take any action, or fail to take any action, that would result in Accenture violating any such law, rule, ordinance or regulation. Grantee agrees to execute the Certification of Acknowledgement and Compliance, a copy of which is attached hereto as Attachment B (the "Certification"), at the time of entering into this Agreement.

During the term of this Agreement and for three (3) years thereafter, Grantee will retain and, upon reasonable notice, will provide Accenture reasonable access to audit Grantee's books, accounts, and records relating to the Services performed and

payments made by Grantee in connection with performance of the Donation.

At the Grantee's option, Accenture may select an independent third party of international reputation and good standing to conduct the audit. Any such independent third party will be required to agree to an appropriate confidentiality/non-disclosure agreement. Grantee shall cooperate fully in any audit conducted by or on behalf of Accenture.

**ACCEPTED AND AGREED TO BY:**

In Lisbon, on April 22<sup>th</sup> , 2020

**ACCENTURE CONSULTORES DE GESTÃO S.A**

**CRUZ VERMELHA PORTUGUESA**

Fernando Jorge Rio Soares  
Legal Representative



[Susana Marque]  
[Secretário-geral]

## ATTACHMENT A – PROPOSAL

So far, the Cruz Vermelha Portuguesa has 15 ambulances dedicated exclusively to the transport of people suspected of COVID, having done 567 transports.

About 170 volunteers are involved in this Operation, almost permanently, and more than 700 Health Technicians and Pre-Hospital Emergency technicians were trained.

The Cruz Vermelha Portuguesa Hospital is dedicated to the control of Pandemic, being, in this critical period, at the service of the State. At the entrance, the patient will undergo an innovative smart screening process, in a hospital campaign unit set up for the purpose, where he will be subjected to tests whose result is revealed in less than 10 minutes. This result allows to assess the clinical status and select patients on a three-level scale according to the severity they present.

In addition to redoubled social support throughout the national network (160 CVP Local Structures), namely the guarantee of home support for the elderly, CVP has set up, so far, hospital campaign units in hospitals in, Santa Maria, Beja, Portalegre, Aveiro, Setúbal, Torres Vedras, in the Health Units of Castro Verde, Terras de Bouro, Pampilhosa do Button, Mogadouro, Estremoz, S. Rafael in Angra do Heroísmo and in the Hemodialysis Unit of Beja.

A psychosocial support line for employees and volunteers from the national network is active.

In response to requests from the municipal / district / national Civil Protection services, and other institutions, it was possible to:

1. Assembly and management of the Quarantine Zone at the Basic School of 2nd and 3rd Cycle Santo António de Faro, with the provision of 30 camp beds and meals for the people staying there, at the request of the Municipality of Faro.
2. Assignment of 250 beds, 264 blankets and 66 sleeping bags to the Municipal Civil Protection Service (SMPC) in Lisbon, for the provision of homeless shelter areas.
3. Assignment of 50 camp beds to set up a rest area to operational staff at the Oliveira de Azeméis Secondary School, at the request of the Aveiro District Operations and Relief Command (CDOS) and SMPC de Oliveira de Azeméis.
4. Provision of 150 camp beds and 150 blankets for the installation of isolation spaces, at the request of CDOS Évora.
5. Assignment of 150 camp beds to equip the Field Hospital to be set up at the University Stadium in Lisbon, jointly between Hospital de Sta. Maria, Armed Forces, Firefighters Regiment and Municipal Chamber of Lisbon.
6. Provision of 35 camp beds to set up a support area for homeless people, at the request of CDOS Braga and SMPC de Braga.
7. Provision of 40 beds and 50 blankets to set up a prophylactic isolation zone, at the request of CDOS Lisbon and SMPC da Azambuja.
8. Provision of 40 hygiene kits, 250 sleeping bags, 250 camping mattresses and 300 blankets, for various uses, at the request of CDOS in Beja.
9. Provision of 100 sheets and 50 blankets to cover the temporary reception area at Escola da Seara in Silvade, at the request of CDOS Aveiro and SMPC de Espinho.
10. Provision of 50 blankets for use by the Águeda Health Center, at the request of the Águeda SMPC.
11. Setting up of a temporary reception center in the Municipal Pavilion of Torre da Marinha, at the request of the Municipal Civil Protection Service of Seixal;
12. Assignment of various equipment to furnish social structures, at the request of the Municipal Civil Protection Service of Reguengos de Monsaraz.
13. Provision of 50 blankets to cover the Prophylactic Isolation Zone, at the request of the Municipal Civil Protection Service (SMPC) of Viseu;
14. Provision of 100 blankets to cover the Area of Concentration and Support to the Population, at the request of the District Relief Operations Command (CDOS) of Portalegre;
15. Evacuation of a Nursing Home, in Boliqueime, at the request of the SMPC of Loulé, which included the participation of the Structures of Faro, Portimão and Silves / Albufeira.
16. Provision of 40 sheets, 20 blankets, 20 bedspreads, 20 pillows and 20 hygiene kits to cover the Prophylactic Isolation Zone, at the request of the Tavira Municipal Civil Protection Service.



Total amount of the Donation: 28.050,15 euros

## ATTACHMENT B – COMPLIANCE CERTIFICATION

### U.S. FOREIGN CORRUPT PRACTICES ACT AND INTERNATIONAL ANTICORRUPTION COMPLIANCE ACKNOWLEDGEMENT AND CERTIFICATION

In connection with the Donation, the undersigned Grantee, 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 Accenture 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 or retain business for the benefit of Accenture or Grantee, or to secure any other improper advantage for Accenture or Grantee;
2. Will not submit any false or inaccurate invoices to Accenture or otherwise falsify any documents related to Accenture, and will submit true and adequate documentation at first request;
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 Accenture, 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 Accenture in writing in the event that Grantee 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 Accenture or with the services that would: (i) affect Grantee's performance in the delivery of the services; (ii) affect any other aspect of the engagement letter; (iii) violate any law or regulation; or (iv) create any appearance of impropriety; and,
6. Agrees that in the event that Accenture has a good faith belief that there has been a breach of this Certification, Accenture may terminate its Agreement with Grantee immediately upon written notice and without penalty.

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>.