

Accenture United States 401(k) Match and Savings Plan  
and  
Accenture United States Discretionary Profit Sharing Plan  
Summary Plan Description

(Effective September 1, 2014)

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## INTRODUCTION

This summary explains the main features of the Accenture United States 401(k) Match and Savings Plan (the “401(k) Match Plan”) and the Accenture United States Discretionary Profit Sharing Plan (the “Profit Sharing Plan”) as in effect on January 1, 2014. The 401(k) Match Plan and the Profit Sharing Plan are sometimes referred to collectively in this summary as the “Plans.” Accenture LLP (“Accenture”) sponsors the Plans to provide you with retirement and other benefits. The Plans cover eligible employees of Accenture and its subsidiaries that have adopted the Plans with Accenture’s consent.

Accenture LLP is the administrator of the Plans. The administrator of the Plans is referred to in this summary as the “Plan Administrator.” Where appropriate, references to “Accenture” will include the subsidiaries that have adopted the Plans.

The terms of the Plans are complicated. This summary is intended to explain the principal terms of the Plans in non-technical language. The complete terms and conditions of each Plan are described in a complex legal document. This summary is not intended to cover every circumstance covered in the plan documents. Should there be any inconsistency between this summary (or any oral representation) and the plan documents, the terms of the plan documents will govern. No benefits shall be paid based on the terms of this summary, unless such benefits are provided for under the terms of the plan documents. (Of course, you may examine the complete plan documents on which this summary is based. They are available from Accenture.)

## BACKGROUND

Prior to July 16, 1999, employees of Accenture were eligible to participate in the Andersen Worldwide Societe Cooperative United States Employees’ Profit Sharing and 401(k) Plan (the “AW Plan”). On July 16, 1999, assets and liabilities attributable to current and former employees of Accenture were transferred to the Accenture 401(k) Match Plan. If you were a participant in the AW Plan, your account balance in the AW Plan was transferred to the Accenture 401(k) Match Plan, and your account has been held and invested under the terms of that plan.

In addition, prior to July 16, 1999, partners of Accenture were eligible to participate in the Andersen Worldwide Societe Cooperative United States Partners’ Profit Sharing and 401(k) Plan (the “AW Partners’ Plan”). On July 16, 1999, assets and liabilities attributable to current and former partners of Accenture were transferred to the Accenture United States Partners’ Profit Sharing and 401(k) Plan (the “Accenture Partners’ Plan”). Effective June 30, 2001, the Accenture Partners’ Plan was merged into the 401(k) Match Plan. If you were a participant in the Accenture Partners’ Plan, your account balance in the Accenture Partners’ Plan was transferred to the 401(k) Match Plan, and your account has been held and invested under the terms of that plan.

The following changes have also occurred:

- Effective December 31, 2002, the e-peopleserve 401(k) Retirement Plan (the “EPS Plan”) was merged into the 401(k) Match Plan. If you were a participant in the EPS Plan, your account balance in the EPS Plan was transferred to the 401(k) Match Plan, and your account has been held and invested under the terms of that plan.
- Effective December 5, 2003, the Epylon 401(k) Plan (the “Epylon Plan”) was merged into the 401(k) Match Plan. If you were a participant in the Epylon Plan, your account balance in the Epylon Plan was transferred to the 401(k) Match Plan, and your account has been held and invested under the terms of that plan.
- Effective September 1, 2003, Accenture established the Accenture United States Discretionary Profit Sharing Plan. On and after September 1, 2003, the participating employers may make discretionary profit sharing contributions to eligible employees under the Accenture United States Discretionary Profit Sharing Plan.
- Effective January 1, 2004, Accenture amended and restated the Accenture United States Profit Sharing and 401(k) Plan and renamed the plan as the Accenture United States 401(k) Match and Savings Plan. On and after January 1, 2004, eligible employees may make

401(k) contributions and receive employer matching contributions under the Accenture United States 401(k) Match and Savings Plan.

- Effective January 1, 2006, special provisions for Roth 401(k) contributions were added to the 401(k) Match Plan.
- Effective March 19, 2007, the NaviSys 401(k) Plan and Trust (the “NaviSys Plan”) was merged into the 401(k) Match Plan. If you were a participant in the NaviSys Plan, your account balance in the NaviSys Plan was transferred to the 401(k) Match Plan, and your account has been held and invested under the terms of the Plan.
- Effective October 30, 2007, the Navitaire 401(k) Plan and Trust (the “Navitaire Plan”) was merged into 401(k) Match Plan. If you were a participant in the Navitaire Plan, your account balance in the Navitaire Plan was transferred to the 401(k) Match Plan, and your account has been held and invested under the terms of the Plan.
- Effective May 7, 2008, the George Group Consulting, L.P. Profit Sharing Plan (the “George Group Plan”) was merged into the 401(k) Match Plan. If you were a participant in the George Group Plan, your account balance in the George Group Plan was transferred to the 401(k) Match Plan, and your account has been held and invested under the terms of the Plan.
- Effective July 9, 2008, the Pecaso Americas Inc. 401(k) Profit Sharing Plan and Trust (the “Pecaso Plan”) was merged into the 401(k) Match Plan. If you were a participant in the Pecaso Plan, your account balance in the Pecaso Plan was transferred to the 401(k) Match Plan, and your account has been held and invested under the terms of the Plan.
- Effective September 1, 2008, Accenture amended and restated the Profit Sharing Plan and effective September 22, 2008, Accenture amended and restated the 401(k) Match Plan.
- Effective November 13, 2008, the Maxim Systems, Inc. Employee Savings and Retirement Plan (the “Maxim Plan”) was merged into the 401(k) Match Plan. If you were a participant in the Maxim Plan, your account balance in the Maxim Plan were transferred to the 401(k) Match Plan, and your account has been held and invested under the terms of the Plan.
- Effective October 28, 2013, the portion of the TriNet 401(k) Plan applicable to employees of Fjord, LLC was merged into the 401(k) Match Plan. If you were an employee of Fjord, LLC and a participant the Trinet 401(k) Plan, your account balance in the TriNet 401(k) Plan was transferred to the 401(k) Match Plan, and your account has been held and invested under the terms of the Plan.
- Effective January 1, 2014, contributions to the Profit Sharing Plan were discontinued for all eligible employees. No employee will become a participant in the Profit Sharing Plan on or after January 1, 2014, and the last discretionary profit sharing contribution was made for the plan year ended August 31, 2013.
- Effective April 21, 2014, the portion of the Origin Digital 401(k) Plan applicable to employees of Origin Digital was merged into the 401(k) Match Plan. If you were an employee of the Original Digital 401(k) Plan, your account balance in the Original Digital 401(k) Plan was transferred to the 401(k) Match Plan, and your account has been held and invested under the terms of the Plan.
- Effective June 10, 2014, employees of Enkitech GP, LLC, Enkitech LP, Enkitech Products LP, and Enkitech Holdings, LP became eligible to participate in the 401(k) Match Plan and received credit for their service with their prior employer for purposes of the 401(k) Match Plan’s match eligibility and vesting.
- Effective September 1, 2014, Accenture reorganized to align employees to designated Career Tracks instead of Workforces.

## ELIGIBILITY AND PLAN PARTICIPATION

### Eligible Employees

You are eligible to participate in the Plans if you satisfy all the following requirements:

- You are employed by Accenture;
- You are classified by your employer as an employee for purposes of wage withholding of federal income taxes; and
- You meet one of the following requirements: (1) you are a United States citizen working within the United States or Puerto Rico; (2) you are not a United States citizen but you are working in the United States or Puerto Rico on other than a temporary basis; or (3) you are a United States citizen working outside of the United States or Puerto Rico, you were a participant in the Plan immediately prior to your expatriate assignment, and you are expected to return to employment in the United States or Puerto Rico.

However, you are not eligible to receive matching contributions if you are classified as Accenture Leadership. You are not eligible to participate in the Profit Sharing Plan if you: (1) are classified as Accenture Leadership; (2) are classified by Accenture as a George Group employee; or (3) became employed by Accenture on or after October 1, 2007 and you are classified by Accenture as an Acquisition Workgroup employee.

**In addition, no employee shall be eligible to become a participant in the Profit Sharing Plan on or after January 1, 2014.**

You are not eligible to participate in either of the Plans if you are: (1) an independent contractor, a leased employee, or any other person who is not classified as an employee of Accenture; or (2) an employee who is covered by a collective bargaining agreement unless the collective bargaining agreement specifically provides for your participation in the Plans. In addition, you are not eligible to participate in either of the Plans if you were hired on or after March 30, 2006 and you are classified as an Experienced Government Subject Matter Expert.

If you do not satisfy the eligibility requirements described above, any subsequent determination by your employer, a government agency, a court, or other third party that you are an eligible employee will not have a retroactive effect for purposes of your eligibility to participate in the Plans, even if the determination is applicable to prior years.

### Plan Participation

If you are eligible to participate in the 401(k) Match Plan:

- You will be eligible to make before-tax **401(k) contributions** and **Roth 401(k) contributions** to the 401(k) Match Plan beginning on your date of hire.
- You will be eligible to receive employer **matching contributions** beginning on the first January 1 or July 1 on or after the date you satisfy the following requirements: (1) you are at least age 21 and (2) you have completed at least one year of service. However, if you are classified as Accenture Leadership, you are not eligible to receive matching contributions.

With respect to the Profit Sharing Plan:

- If you were eligible to participate in the Profit Sharing Plan, you were eligible to share in any employer **discretionary profit sharing contributions** beginning on the first September 1 or March 1 on or after the date you satisfied the following requirements: (1) you were at least age 21 and (2) you completed at least one year of service. However, you were not eligible to participate in the Profit Sharing Plan if you: (1) were classified as Accenture Leadership; (2) were classified by Accenture as a George Group employee; or (3) became employed by Accenture on or after October 1, 2007 and you were classified by Accenture as an Acquisition Workgroup employee.

- Effective January 1, 2014, **contributions to the Profit Sharing Plan were discontinued for all eligible employees.** No employee will become a participant in the Profit Sharing Plan on or after January 1, 2014, and the last discretionary profit sharing contribution was made for the plan year ended August 31, 2013. If you were eligible to receive discretionary profit sharing contributions in the past, your subaccounts in the Profit Sharing Plan, if any, will continue to be held by, and subject to the terms of, the Profit Sharing Plan.

You will be credited with one “year of service” for each 12 months of employment with Accenture or an Accenture affiliate as an employee (including service credited under the AW Plan or the AW Partners’ Plan).

If you are employed in Puerto Rico and paid on a Puerto Rico payroll, you are subject to special Plan participation rules. See the section at the end of this summary titled “Special Rules for Puerto Rican Participants” for detailed information.

### Rehired Participants

If you terminate employment with Accenture and are reemployed by Accenture as an eligible employee, you may make before-tax and Roth 401(k) contributions under the 401(k) Match Plan as of your date of reemployment. If you were eligible to receive matching contributions prior to your termination of employment, you will be eligible to receive such contributions as of your date of reemployment (provided that you are not classified as Accenture Leadership). If you were not eligible to receive matching contributions prior to your termination of employment, you will receive credit for the years of service that you had earned prior to your termination of employment. You will become eligible to receive matching contributions when you satisfy the eligibility requirements described above.

As described above, discretionary profit sharing contributions under the Profit Sharing Plan were discontinued effective January 1, 2014. If you terminated employment with Accenture and are reemployed on or after January 1, 2014, you will not be eligible to participate in the Profit Sharing Plan upon your rehire.

## PARTICIPANT AND EMPLOYER CONTRIBUTIONS

All contributions to the Plans are held in trust by the trustee of the Plans.

### 401(k) Contributions

- **Before-Tax 401(k) Contributions:** The 401(k) Match Plan permits you to contribute a portion of your pay on a before-tax basis. Before-tax contributions under the Plan are referred to as “before-tax 401(k) contributions.” To make before-tax 401(k) contributions, you may elect to defer a portion of your pay to the Plan. You may make before-tax 401(k) contributions of between 1% and 50% (in increments of 1%) of your eligible compensation (as defined below), up to the IRS limits described below in the “Contribution Limits” section.

If you are eligible to participate in the 401(k) Match Plan and do not affirmatively enroll or decline enrollment in the 401(k) Match Plan, you will automatically be enrolled in the 401(k) Match Plan starting with the first or second pay date after the Benefits Center receives notification of your hire date. You will be deemed to have elected to make before-tax 401(k) contributions equal to 3% of your eligible compensation (as defined below). Also, if you were an eligible employee prior to December 22, 2008 and you had not previously enrolled (or affirmatively declined enrollment) in the 401(k) Match Plan, you were automatically enrolled in the 401(k) Match Plan at the 3% contribution rate starting with your January 7, 2009 paycheck unless you affirmatively declined enrollment prior to December 22, 2008. If you are automatically enrolled, your accounts will be invested in the default investment fund designated by the Plan Administrator, which satisfies the requirements of a qualified default investment alternative under Department of Labor regulations. Your accounts will be invested in this default investment fund until you make a different investment election.

Your before-tax 401(k) contributions will be deducted from your paycheck before federal (and most state and local) income taxes are calculated. Your Social Security taxes, however, are based on your pay before your contributions are deducted. Your before-tax 401(k) contributions (and investment earnings on your contributions) are not taxed until you receive the money from the Plan.

- **Roth 401(k) Contributions:** The 401(k) Match Plan also permits you to contribute a portion of your pay to the Plan as “Roth 401(k) contributions”. Roth 401(k) contributions are deducted from your pay **after** taxes have been calculated. Therefore, Roth 401(k) contributions will not reduce your taxable income. Similar to before-tax 401(k) contributions, you may elect to contribute between 1% and 50% (in increments of 1%) of your eligible compensation (as defined below), to the Plan as Roth 401(k) contributions, up to the IRS limits described below in the “Contribution Limits” section.

Because your Roth 401(k) contributions are made on an after-tax basis, they are not taxed when they are withdrawn. In addition, the earnings you accumulate on Roth 401(k) contributions will not be subject to federal income taxes at withdrawal, provided you had your Roth 401(k) account for at least five years and you are at least age 59½ (or distribution occurs due to death or disability as defined in the 401(k) Match Plan).

- **Combined Before-Tax 401(k)/Roth 401(k) Contributions:** You can elect to make both before-tax 401(k) and Roth 401(k) contributions to the 401(k) Match Plan, subject to the Plan limit (50% of eligible compensation) and the IRS limits described in the “Contribution Limits” section. These limits apply to your combined contributions to both before-tax and Roth 401(k) accounts.
- **Catch-Up Contributions:** You are eligible to make catch-up contributions to the 401(k) Match Plan in a calendar year if you have attained age 50 before the end of the calendar year and you are making the maximum 401(k) contributions permitted by law and the Plan. “Catch-up contributions” are additional amounts that you elect to contribute to the Plan from your eligible compensation (as defined below) on a before-tax and/or Roth 401(k) basis. They are designed to help you boost your savings as you near retirement by allowing you to save above the normal IRS limits. You choose how much to contribute per pay period, up to \$5,500 per year for 2014. Your catch-up contributions are not subject to the other IRS limits described below in the “Contribution Limits” section.

### Changing Your Contributions

You may start, stop, or change your 401(k) contributions and catch-up contributions during the year, subject to the Plan Administrator’s rules. To change your contribution elections, access the Benefits Website at <http://resources.hewitt.com/accenture>. Once elected, 401(k) contributions and catch-up contributions will continue to be made to the 401(k) Match Plan until you elect otherwise or until you are no longer eligible to make them.

### Matching Contributions

- Eligible employees (other than Accenture Leadership) are eligible to receive employer matching contributions under the 401(k) Match Plan. The matching contributions you are eligible to receive are generally based upon your Career Track and Group. For those employees impacted by the changes to the Accenture United States Pension Plan (the “Pension Plan”) or the Accenture United States Transfer Pension Plan (the “Transfer Pension Plan”), your eligibility for the Retirement Choice program (described below) and subsequent election (if any). In general, you were eligible for the Retirement Choice program if, as of August 31, 2007 for the Services Workforce, and as of August 31, 2008 for the Enterprise Workforce, you (1) had 15 or more years of service or (2) were age 40 or older with 10 or more years of service and an annual base salary (on a full-time equivalent basis) of \$60,000 or less. Under the Retirement Choice program, you had the option to either (1) continue accruing benefits under the Pension Plan/Transfer Pension Plan after August 31, 2008 in accordance with the terms of the plan; or (2) stop accruing benefits under the Pension Plan/Transfer Pension Plan



as of August 31, 2008 and receive an enhanced matching contribution under the 401(k) Match Plan beginning with your pay earned on and after September 1, 2008.

- If you are eligible to receive matching contributions, each pay period your employer will make a matching contribution on your behalf equal to a percentage of your total 401(k) contributions (before-tax and Roth), not exceeding 6% of your eligible compensation. Before-tax and/or Roth 401(k) contributions in excess of 6% of your eligible compensation will not be matched. Catch-up contributions (if any) will not be taken into account in calculating your matching contributions.

Below is a chart that details the matching contribution percentage for each Career Track/Group as of September 1, 2014:

Career Track	Employer Matching Contribution Percentage
Client & Market Client Delivery & Operations (not aligned with the Technology Delivery Center Business Group, the San Antonio Delivery Center or the Acquisition Workgroup) Innovation & Thought Leadership Sales Corporate Function	<p>\$1.00 per \$1.00 contribution up to 6% eligible comp, except that:</p> <ul style="list-style-type: none"> <li>• Employees who were eligible for the Retirement Choice program and who did not make a valid "2008 new program election" to stop accruing benefits under the Pension Plan/Transfer Pension Plan receive \$0.50 per \$1.00 up to 6% eligible comp; and</li> </ul>
Client Delivery & Operations (aligned with the Technology Delivery Center Business Group or the San Antonio Delivery Center)	<p>\$0.66 per \$1.00 contribution up to 6% eligible comp:</p> <ul style="list-style-type: none"> <li>• Employees classified as Manager or below</li> <li>• Employees who were classified as Senior Managers/Level A who were eligible for the Retirement Choice program and who did not make a valid "2008 new program election" to stop accruing benefits under the Pension Plan/Transfer Pension Plan</li> </ul> <p>\$0.83 per \$1.00 contribution up to 6% eligible comp:</p> <ul style="list-style-type: none"> <li>• Senior Managers or Associate Directors (except those who were eligible for the Retirement Choice program and who did not make a valid "2008 new program election" to stop accruing benefits under the Pension Plan/Transfer Pension Plan)</li> </ul>

Notwithstanding the general rules in the chart above, eligible employees who are classified in the Acquisition Specific Business Area will receive a matching contribution equal to 50% of their total 401(k) contributions (before-tax and Roth), not exceeding 6% of their eligible compensation:

In order to receive the maximum matching contribution of your eligible compensation, you must make before-tax and/or Roth 401(k) contributions of at least 6% of your eligible compensation. If you do not make any 401(k) contributions in a plan year, you will not receive any matching contributions for that plan year. Your matching contributions do not affect the maximum amount of 401(k) contributions you are allowed to make each year.

The following examples show the matching contributions three eligible employees would receive under the 401(k) Match Plan based on the \$0.50 per \$1.00 matching contribution level, the \$0.66 per \$1.00 matching contribution level, the \$0.83 per \$1.00 matching contribution level, and the \$1.00 per \$1.00 matching contribution level.

<b>\$0.50 per \$1.00 Matching Contribution Level</b>							
Annual Eligible Compensation	Employee 401(k) Contributions			Employer Matching Contributions			Total Annual Contribution
	Contribution Percentage	Pay Period Contribution	Annual Contribution	Contribution Percentage	Pay Period Contribution	Annual Contribution	
\$50,000	3.0%	\$62.50	\$1,500.00	1.5%	\$31.25	\$750.00	\$2,250.00
\$80,000	6.0%	\$200.00	\$4,800.00	3.0%	\$100.00	\$2,400.00	\$7,200.00
\$100,000	9.0%	\$375.00	\$9,000.00	3.0%	\$125.00*	\$3,000.00*	\$12,000.00

\*6.0% of \$100,000 = \$6,000 x .50 (employer match) = \$3,000 per year or \$125.00 per pay period.

<b>\$0.66 per \$1.00 Matching Contribution Level</b>							
Annual Eligible Compensation	Employee 401(k) Contributions			Employer Matching Contributions			Total Annual Contribution
	Contribution Percentage	Pay Period Contribution	Annual Contribution	Contribution Percentage	Pay Period Contribution	Annual Contribution	
\$50,000	3.0%	\$62.50	\$1,500.00	1.98%	\$41.25	\$990.00	\$2,490.00
\$80,000	6.0%	\$200.00	\$4,800.00	3.96%	\$132.00	\$3,168.00	\$7,968.00
\$100,000	9.0%	\$375.00	\$9,000.00	3.96%	\$165.00*	\$3,960.00*	\$12,960.00

\*6.0% of \$100,000 = \$6,000 x .66 (employer match) = \$3,960 per year or \$165.00 per pay period.

<b>\$0.83 per \$1.00 Matching Contribution Level</b>							
Annual Eligible Compensation	Employee 401(k) Contributions			Employer Matching Contributions			Total Annual Contribution
	Contribution Percentage	Pay Period Contribution	Annual Contribution	Contribution Percentage	Pay Period Contribution	Annual Contribution	
\$50,000	3.0%	\$62.50	\$1,500.00	2.49%	\$51.87	\$1,244.88	\$2,748.88
\$80,000	6.0%	\$200.00	\$4,800.00	4.98%	\$166.00	\$3,984.00	\$8,784.00
\$100,000	9.0%	\$375.00	\$9,000.00	4.98%	\$207.50*	\$4,980.00*	\$13,980.00

\*6.0% of \$100,000 = \$6,000 x .83 (employer match) = \$4,980 per year or \$207.50 per pay period.

<b>\$1.00 per \$1.00 Matching Contribution Level</b>							
Annual Eligible Compensation	Employee 401(k) Contributions			Employer Matching Contributions			Total Annual Contribution
	Contribution Percentage	Pay Period Contribution	Annual Contribution	Contribution Percentage	Pay Period Contribution	Annual Contribution	
\$50,000	3.0%	\$62.50	\$1,500.00	3.0%	\$62.50	\$1,500.00	\$3,000.00
\$80,000	6.0%	\$200.00	\$4,800.00	6.0%	\$200.00	\$4,800.00	\$9,600.00
\$100,000	9.0%	\$375.00	\$9,000.00	6.0%	\$250.00*	\$6,000.00*	\$15,000.00

\*6.0% of \$100,000 = \$6,000 x 1.00 (employer match) = \$6,000 per year or \$250.00 per pay period.

If you do not spread your 401(k) contributions evenly over 24 pay periods, you may not receive your full employer match during the plan year, due to the mechanics of the 401(k) Match Plan. For example:

- If your 401(k) contributions reach the annual maximum amount (\$17,500 for 2014) in less than 24 pay periods, your 401(k) contributions and your employer's matching contributions will stop before you receive your full employer match.
- If you choose not to make 401(k) contributions from January through September, and then you elect to make 401(k) contributions of 25% of your eligible compensation from October through December, you will not receive your full employer match.

If this occurs, you may be eligible to receive a true-up matching contribution at the end of the plan year. A “true-up matching contribution” is a lump sum payment to the 401(k) Match Plan on your behalf equal to the additional matching contributions you would have received if you had spread your 401(k) contributions evenly over the pay periods. You are eligible to receive a true-up matching contribution for a plan year if you meet one of the following requirements:

- You are employed by Accenture on the business day coincident with or immediately preceding December 15 of such plan year (the 401(k) Match Plan’s plan year ends on December 31); or
- You terminated employment during the plan year after attaining age 55 or due to disability or death (including death while performing qualified military service).

If you transition to Accenture Leadership, you will be eligible to receive a true-up matching contribution for the plan year in which you transition if (1) you were eligible to receive matching contributions immediately before the date you became classified as Accenture Leadership, and (2) either (a) you are employed by Accenture on the business day coincident with or immediately preceding December 15 of the plan year in which you were classified as Accenture Leadership (a plan year ends on December 31) or (b) you terminated employment during such plan year after attaining age 55 or due to disability or death (including death while performing qualified military service). However, only the 401(k) contributions you made before the date you transitioned to Accenture Leadership will be considered in calculating your true-up matching contribution.

However, notwithstanding the rules set forth above, you are not eligible to receive a true-up matching contribution for a plan year if you were classified as an Acquisition Workgroup, Life Insurance Solutions Group, or Capital Markets Solutions Group employee for such plan year and you transfer to a different employment category prior to the business day coincident with or immediately preceding December 15 of such plan year.

### Maximizing Your Investment Strategy

If you are eligible to receive matching contributions, your employer will make a matching contribution for each pay period in which you make a 401(k) contribution. By spreading your 401(k) contributions and your employer’s matching contributions over 24 pay periods, you’ll be investing at regular intervals, which is called “dollar cost averaging.” Dollar cost averaging allows you to take advantage of fluctuating market prices rather than investing a lump sum amount. Although you may buy at a higher cost at times, you will buy at a lower cost at other times. As a result, your overall cost should average out.

For example, if your 401(k) contributions reach the annual maximum amount (\$17,500 2014) in less than 24 pay periods, your 401(k) contributions and your employer’s matching contributions will stop before you receive your full employer match, due to the mechanics of the 401(k) Match Plan.

As described previously, you may be eligible to receive a true-up matching contribution at the end of the year so that you end up receiving your full match. However, there will be no new money going into your account after you have made the maximum 401(k) contribution until the end of the year, when you may be eligible to receive a lump sum true-up matching contribution. As a result, you lose the advantage of dollar cost averaging.

### Discretionary Profit Sharing Contributions

Prior to September 1, 2003, Accenture made discretionary profit sharing contributions to the Accenture United States Profit Sharing and 401(k) Plan. On and after September 1, 2003, and prior to January 1, 2014, Accenture made discretionary profit sharing contributions to the Accenture United States Discretionary Profit Sharing Plan. Effective January 1, 2014, discretionary profit sharing contributions to the Profit Sharing Plan were discontinued. The last discretionary profit sharing contribution was made for the plan year ended August 31, 2013.

### Rollover Contributions

You can roll over to the 401(k) Match Plan all or any portion of an eligible distribution from a former employer’s eligible retirement plan or a taxable distribution from certain individual retirement accounts

("IRAs"). You can also roll over Roth 401(k) contributions you made to another employer's 401(k) plan. However, you may not roll over any other after-tax contributions you made to another plan. (The Profit Sharing Plan does not accept rollover contributions.) The following types of plans may be considered eligible employer plans for rollover contribution purposes:

- Any plan qualified under Section 401(a) of the Internal Revenue Code, including:
  - 401(k) plans;
  - Defined benefit (pension) plans;
  - Profit sharing or thrift plans;
  - Employee stock ownership plans (ESOPs);
  - Money purchase pension plans; and
  - Stock bonus plans;
- Section 403(b) tax-sheltered annuity plans;
- Certain governmental Section 457 plans;
- SIMPLE 401(k) plans; and
- Section 403(a) annuity plans.

The following types of plans are not eligible employer plans for rollover contribution purposes:

- Excess plans;
- Non-qualified plans; and
- Stock option plans.

You also may be eligible to roll over certain taxable distributions from the following types of IRAs:

- Traditional IRAs;
- IRAs set up to receive a distribution from an eligible employer plan; and
- SIMPLE IRAs in which you have participated for two or more years.

You cannot roll over a distribution from the following types of IRAs:

- Roth IRAs;
- SIMPLE IRAs in which you have participated for less than two years;
- SEP IRAs;
- SARSEP IRAs; and
- Education IRAs.

Rollover contributions are subject to other rules established by the Plan Administrator. To find out if your money is eligible to be rolled over to the 401(k) Match Plan, or to make a rollover contribution, contact the Benefits Center at 1-877-332-2242.

### After-Tax Contributions

With the exception of Roth 401(k) contributions, after-tax contributions are not allowed under the Plans. However, if you were formerly a participant in the AW Plan or the AW Partners' Plan, any voluntary after-tax contributions (or deductible, after-tax contributions) you made under the AW Plan or the AW Partners' Plan have been transferred to the 401(k) Match Plan and will be held and invested under that Plan.

### Eligible Compensation

For purposes of the Plans, your "eligible compensation" generally is the total amount paid to you by Accenture as taxable compensation (including any differential wage payments), plus amounts that would have been taxable except for your election to make 401(k) contributions or your election of a benefit in lieu of cash compensation under your employer's cafeteria plan or qualified transportation fringe plan. Your eligible compensation does not include taxable expense reimbursements or allowances, any income attributable to any stock or stock-based compensation plans or any non-qualified deferred compensation

plans, voluntary overseas stipends and severance payments. As required by the Internal Revenue Code, your eligible compensation for any plan year in excess of the IRS maximum (\$260,000 for 2014; adjusted periodically by the IRS) is not used to determine your benefits under the Plans.

### Contribution Limits

Your total 401(k) contributions (before-tax and Roth) in any calendar year may not exceed a dollar amount specified under the Internal Revenue Code. The dollar limit is \$17,500 in 2014 and will be adjusted periodically by the IRS. Other restrictions may further limit your 401(k) contributions.

The Internal Revenue Code also limits the total amount that may be credited to your accounts in any calendar year, including all 401(k) contributions, matching contributions, and discretionary profit sharing contributions. The limit is \$52,000 in 2014 or 100% of your compensation for the year, whichever is less. The limit may be adjusted by the IRS for increases in the cost of living.

To satisfy non-discrimination requirements, 401(k) contributions of highly-compensated employees may be limited. In addition, matching contributions made to highly-compensated employees may be limited. A "highly-compensated employee" generally is an employee who has compensation of at least \$115,000 in the prior plan year.

The Plan Administrator will notify you if any of these limits will reduce your 401(k) contributions or matching contributions.

### Special Rules for Puerto Rico

If you are employed in the Puerto Rico and paid on a Puerto Rico payroll, you are subject to special rules regarding Plan contributions and contribution limits. See the section entitled "Special Rules for Puerto Rican Participants" for detailed information.

## INVESTING YOUR ACCOUNTS

### Your Accounts

The Plan Administrator will establish separate accounts in your name to reflect the various types of contributions made to the Plans on your behalf. The Plan Administrator will maintain the following accounts in your name (to the extent applicable):

- A "401(k) contribution sub-account" to reflect amounts attributable to your before-tax 401(k) contributions and before-tax catch-up contributions (if any) to the 401(k) Match Plan.
- A "Roth 401(k) contribution sub-account" to reflect amounts attributable to your Roth 401(k) contributions and Roth catch-up contributions (if any) to the 401(k) Match Plan.
- A "matching contribution sub-account" to reflect amounts attributable to the employer matching contributions made to the 401(k) Match Plan on your behalf (if any).
- A "pre-2004 profit sharing contribution sub-account" to reflect amounts attributable to your share (if any) of the employer discretionary profit sharing contributions made to the 401(k) Match Plan prior to 2004.
- A "post-2003 profit sharing contribution sub-account" to reflect amounts attributable to your share (if any) of the employer discretionary profit sharing contributions made to the Profit Sharing Plan after 2003 and prior to January 1, 2014.
- An "after-tax contribution sub-account" to reflect amounts attributable to your after-tax contributions made to the AW Plan or the AW Partners' Plan (if any).
- A "rollover contribution sub-account" to reflect amounts attributable to your rollover contributions to the 401(k) Match Plan (if any).
- A "Roth rollover sub-account" to reflect amounts attributable to your Roth 401(k) rollover contributions from other 401(k) plans to the 401(k) Match Plan (if any).

- An “IRA contribution sub-account” to reflect amounts attributable to your deductible, voluntary contributions (“QVECs”) made under the AW Plan or the AW Partners’ Plan (if any).

The Plan Administrator may maintain additional sub accounts to reflect other amounts held by the Plans, as necessary.

Your accounts are invested in a trust fund consisting of a number of different core investment funds from which you may choose and a self-directed brokerage account option through Hewitt Financial Services (see “The Investment Funds,” below, for more information). Your accounts will be adjusted to reflect contributions, as well as any loans, withdrawals, or distributions. Your accounts will also be adjusted each business day, upward or downward, to reflect your share of earnings, losses, expenses, appreciation, and depreciation of your accounts’ investments. A “business day” is each day the New York Stock Exchange is open for trading and the Plans’ trustee is open for business.

### The Investment Funds

The Plans offer a variety of core investment funds in which you may elect to invest your Plan accounts. In addition, the Plans offer a self-directed brokerage account option through Hewitt Financial Services. You will receive separate information about the investment funds and self-directed brokerage account.

When you first become a participant in the Plans, you will need to decide which of the investment funds you want to invest in and what percentage of your contributions you want to invest in each of those investment funds (in whole percentages). All investment elections must be made in accordance with procedures established by the Plan Administrator. If you are a participant in the 401(k) Match Plan and the Profit Sharing Plan, the investment fund elections you make under the 401(k) Match Plan will also apply for any discretionary profit sharing contributions you receive under the Profit Sharing Plan. If you fail to make an effective investment election, your accounts will be invested in the default investment fund designated by the Plan Administrator, which satisfies the requirements of a qualified default investment alternative under Department of Labor regulations. Your accounts will be invested in this default investment fund until you make a different investment election.

In addition to the Plans’ menu of core investment funds, the Plans offer a self-directed brokerage account option through Hewitt Financial Services, which allows you to elect to invest in a wide range of mutual funds, exchange traded funds, stocks, and other eligible securities. Please access the Benefits Website or call the Benefits Center at 1-877-332-2242 (within the US and Canada) or 1-847-883-0829 (outside the US and Canada) for more information regarding the self-directed brokerage account option. Participants who enroll in a self-directed brokerage account will be required to pay a quarterly maintenance fee to Hewitt Financial Services. While the self-directed brokerage account provides the most investment flexibility, it is designed for investors who have a good understanding of the investment markets and a sound knowledge of investment principles, who are looking for investment options outside of the Plans’ core investment funds and are comfortable actively managing their investments.

You may change your investment elections in accordance with procedures established by the Plan Administrator. You may change the way future contributions to your accounts are invested, and you may also reallocate the way your current account balances (past contributions) are invested by transferring your money among the investment funds.

The Plan Administrator has established certain restrictions on investment fund transfers to prevent abusive trading practices, such as market timing. Specific information about these restrictions is included in the separate information you will receive about the investment funds. You also may consult the “Mutual Funds Trading Restrictions” Policy at <https://policies.accenture.com> for further information. If the Plan Administrator and an investment fund determine that prohibited trading activity is taking place, the Plan Administrator will take steps to curtail such activity. To change your investment elections, access the Benefits Website at <http://resources.hewitt.com/accenture>.

As with any investment, investing in the Plans’ funds involves some risk. Although the core investment funds are designed to give you positive returns over the long run, it is possible that your account could experience losses. Similarly, investing through the self-directed brokerage account option involves some risk and it is possible that your account could experience losses. You are solely responsible for the

investment decisions you make with respect to your accounts. Accenture, the trustee, and the other Plan fiduciaries do not guarantee your Plan accounts against loss or depreciation.

*The Plans are intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and a related Department of Labor regulation. By complying with these rules, Accenture, the trustee, and other Plan fiduciaries are relieved of liability for any losses directly resulting from your particular investment decisions (for example, liability for the performance of a particular investment fund in which you elect to invest). You may request certain financial information about the available investment funds, such as a list of the assets held in each fund, information on the operating expenses of the investment funds, copies of prospectuses and other financial reports provided to the Plans, information on the value of shares or units held in each fund, and past and current performance of each fund. To obtain such information, please contact the Plan Administrator.*

The voting of shares of the investment funds will be made in accordance with the terms of the agreement between Accenture and the trustee of the Plans. Voting rights on those shares will not be passed through to participants.

### Plan Expenses

Some of the expenses of administering the Plans are paid by fees from one or more of the Plans' investment funds. Plan administrative expenses also may be paid from participants' accounts (in the form of a flat fee, charges for specific services, or a percentage of the value of each account) or certain forfeitures. Expenses directly related to the investment of a particular investment fund (such as brokerage, postage, and transfer stamps) shall be paid from that fund. Administrative expenses include fees of the trustee, recordkeeping costs, fees for professional services, and other costs incurred in administering the Plans.

### Account Statements

To help you keep track of your accounts, you can view your account history online at <http://resources.hewitt.com/accenture>. In addition, you will receive a personal statement each quarter showing the value of your accounts. Your statement will show the beginning balances of each of your accounts, the contributions to your accounts, investment gains and losses, ending balances, and the vested portion of your matching contribution sub-account and post-2003 profit sharing contribution sub-account.

## IN-SERVICE WITHDRAWALS

Subject to the Plan Administrator's rules and procedures, you may elect to make one or more withdrawals from the 401(k) Match Plan and/or the Profit Sharing Plan prior to your termination of employment with Accenture. The in-service withdrawals described below are available from the 401(k) Match Plan and/or the Profit Sharing Plan (as indicated).

### Tax Considerations

Tax laws are complex and subject to change. The amount of tax you pay on your in-service withdrawal will depend on your personal financial situation. Therefore, you are encouraged to consult with your tax advisor before you take a withdrawal from the Plans.

To request an in-service withdrawal, contact the Benefits Center at 1-877-332-2242 or access the Benefits Website at <http://resources.hewitt.com/accenture>.

### Age 59½ Withdrawals

Once you attain age 59½, you may withdraw all or any portion of your before-tax and Roth 401(k) contributions and related earnings and/or your rollover and Roth rollover contributions and related earnings.

### Hardship Withdrawals

If you have not yet attained age 59½ and you have a hardship, you may withdraw your before-tax and Roth 401(k) contributions (and earnings credited to those contributions prior to 1989) and your rollover and Roth rollover contributions (and earnings thereon). In addition, matching contributions and discretionary profit sharing contributions are not available for hardship withdrawals.

The following events are considered hardships:

1. The payment of medical expenses for you, your spouse, your dependents, or your designated primary beneficiary;
2. The purchase of your principal residence (but not mortgage payments);
3. The payment of tuition, related educational expenses, and room and board expenses for the next 12 months of post-secondary education for you, your spouse, your dependents, or your designated primary beneficiary;
4. The prevention of foreclosure on or eviction from your principal residence;
5. Payments for burial or funeral expenses for your deceased parent, spouse, children, dependents, or your designated primary beneficiary; or
6. Costs to repair unforeseen damage to the structure of your principal residence not compensated for by insurance or otherwise that would qualify for the casualty deduction under the federal tax code (Internal Revenue Code section 165), even if the loss does not exceed 10% of adjusted gross income. Examples include damage caused by fire, storm, or other natural disaster.

You may withdraw only the amount necessary to cover your hardship, plus amounts needed to pay any income taxes or penalties reasonably expected to result from the withdrawal (as determined under rules established by the Plan Administrator).

You may not obtain a hardship withdrawal if your immediate and heavy financial need could be satisfied from other sources reasonably available to you. This means that you must obtain all available distributions and loans from the Plans and the Accenture United States Defined Contribution Transfer Plan (the "Transfer Plan") before you may make a hardship withdrawal from the 401(k) Match Plan. The Plan Administrator will request your representation as to the satisfaction of these requirements, and you may be required to submit evidence that the amount of your requested withdrawal is necessary to satisfy an immediate and heavy financial need. If you make a hardship withdrawal, your 401(k) contributions will be suspended for 6 months.

Hardship withdrawals are taxable for federal income tax purposes and, if you are under age 59½, generally also will be subject to a 10% penalty tax.

### Age 70½ Withdrawals

After you attain age 70½, you may elect to commence distributions from your account balances under the Plans (within certain limitations).

### After-Tax Contributions

You may withdraw all or any portion of your after-tax contributions made to the AW Plan or the AW Partners' Plan and related earnings at any time. Special rules may apply to after-tax contributions depending on whether they were made before 1987 or after 1986.

### Deductible, Voluntary Contributions

You may withdraw all or any portion of your deductible, voluntary contributions ("QVECs") and related earnings at any time.

### Former EPS Plan Participants

If your account balances in the EPS Plan were transferred to the 401(k) Match Plan, you may obtain any of the in-service withdrawals described above from your accounts, including your transferred EPS Plan



accounts. In addition, you may withdraw all or any portion of the amount credited to your EPS Plan rollover contribution sub-account as of December 31, 2002, at any time. After you attain age 59½, you may withdraw all or any portion of the amounts credited to your EPS Plan qualified non-elective contributions sub-account, safe harbor matching contributions sub-account, and profit-sharing contributions sub-account as of December 31, 2002.

#### Former NaviSys Plan Participants

If your account balances in the NaviSys Plan were transferred to the 401(k) Match Plan, you may obtain any of the in-service withdrawals described above from your accounts, including your transferred NaviSys Plan accounts. In addition, you may withdraw all or any portion of the amount credited to your NaviSys Plan rollover contribution sub-account as of March 19, 2007, at any time. If you were formerly a participant in the Beacon Plan, after you attain age 59½, you may withdraw all or any portion of your account balance under the Beacon Plan as of December 31, 1998.

#### Former Navitaire Plan Participants

If your account balances in the Navitaire Plan were transferred to the 401(k) Match Plan, you may obtain any of the in-service withdrawals described above from your accounts, including your transferred Navitaire Plan accounts. In addition, you may withdraw all or any portion of the amount credited to your Navitaire Plan rollover contribution account as of October 30, 2007, at any time. After you attain age 55 and you have completed at least five years of service, you may withdraw all or any portion of the amounts credited to your Navitaire Plan employer matching contribution account and employer contribution account as of October 30, 2007. After you attain age 59½, you may withdraw all or any portion of the amounts credited to your Navitaire Plan employer matching contribution account and employer contribution account as of October 30, 2007. If you become disabled (as defined in the Navitaire Plan), you may withdraw all or any portion of the amounts credited to your Navitaire Plan section 401(k) deferral account, employer matching contribution account, and employer contribution account as of October 30, 2007.

#### Former George Group Plan Participants

If your account balances in the George Group Plan were transferred to the 401(k) Match Plan, you may obtain any of the in-service withdrawals described above from your accounts, including your transferred George Group Plan accounts. In addition, you may withdraw all or any portion of the amount credited to your George Group Plan rollover contribution account as of May 7, 2008, at any time. After you attain age 59½, you may withdraw all or any portion of the amounts credited to your George Group Plan employer matching contribution account and employer profit sharing contribution account as of May 7, 2008.

#### Former Pecaso Plan Participants

If your account balances in the Pecaso Plan were transferred to the 401(k) Match Plan, you may obtain any of the in-service withdrawals described above from your accounts, including your transferred Pecaso Plan accounts. In addition, after you attain age 59½, you may withdraw all or any portion of the amounts credited to your Pecaso Plan employer matching contribution account and employer profit sharing contribution account as of July 9, 2008. If you become disabled (as defined in the Pecaso Plan), you may withdraw all or any portion of the amounts credited to your Pecaso Plan accounts as of July 9, 2007.

#### Former Maxim Plan Participants

If your account balances in the Maxim Plan were transferred to the 401(k) Match Plan, you may obtain any of the in-service withdrawals described above from your accounts, including your transferred Maxim Plan accounts. In addition, you may withdraw all or any portion of the amount credited to your Maxim Plan rollover contribution account as of November 13, 2008, at any time. After you attain age 59½, you may withdraw all or any portion of the amounts credited to your Maxim Plan employer matching contribution account as of November 13, 2008.

### Former TriNet 401(k) Plan Participants (Fjord, LLC)

If your account balances in the TriNet 401(k) Plan were transferred to the 401(k) Match Plan, you may obtain any of the in-service withdrawals described above from your accounts, including your transferred TriNet 401(k) Plan accounts, subject to the Plan Administrator's rules and procedures. In addition, you may withdraw all or any portion of the amount credited to your TriNet 401(k) Plan rollover contribution sub-account as of October 28, 2013, at any time, subject to the Plan Administrator's rules and procedures.

### Former Origin Digital 401(k) Plan Participants

If your account balances in the Origin Digital 401(k) Plan were transferred to the 401(k) Match Plan, you may obtain any of the in-service withdrawals described above from your accounts, including your transferred Origin Digital Plan accounts. In addition, you may withdraw all or any portion of the amount credited to your Origin Digital after-tax and rollover contributions. After you attain age 59 1/2, you may withdraw all or any portion attributable to your Origin Digital salary deferrals, qualified non-elective contributions, qualified matching contributions and Safe Harbor contributions.

## LOANS

You may request a loan from your 401(k), Roth 401(k), rollover and/or Roth rollover contribution sub-accounts under the 401(k) Match Plan while you are employed by Accenture. Loans are an alternative to a withdrawal. For example, loans generally are not taxable, and the 20% withholding rules do not apply to loans.

When you take a loan from the 401(k) Match Plan, you borrow money from your 401(k), Roth 401(k), rollover and/or Roth rollover contribution sub-accounts and then pay yourself back with interest (with after-tax dollars).

Access the Benefits Website at <http://resources.hewitt.com/accenture> to request a loan from the 401(k) Match Plan.

### Types of Loans

There are two types of loans available:

- **General Purpose Loan:** You may take a general purpose loan for any reason. The term of a general purpose loan must be at least 3 months but not more than 5 years.
- **Primary Residence Loan:** You may take a primary residence loan for the purchase of your primary residence. The term of a primary residence loan must be at least 3 months but not more than 10 years.

Subject to the dollar limitation described below, you may have a maximum of 3 loans outstanding under the 401(k) Match Plan at any time. You may not request a new loan from the 401(k) Match Plan until you have repaid your loans so that you have fewer than 3 loans outstanding under the Plan. If you are also a participant in the Transfer Plan, you must obtain all loans available under the Transfer Plan before you can request a loan under the 401(k) Match Plan.

### Loan Amount and Fees

The amount of any loan, when added to the outstanding balance of any other loans you have taken from the 401(k) Match Plan and the Transfer Plan (plus any loan application fees), generally may not exceed the least of (1) \$50,000, reduced by the excess, if any, of (a) the highest outstanding balance of all your loans under the 401(k) Match Plan and the Transfer Plan during the past 12 months minus (b) the balance of all your outstanding loans under the 401(k) Match Plan and the Transfer Plan, (2) 50% of your vested account balances under the Plans (excluding your IRA contribution sub-accounts), or (3) 100% of your 401(k), Roth 401(k), rollover and Roth rollover contribution sub-account balances minus the unpaid balances of any other outstanding loans under the 401(k) Match Plan. (Loans from your matching contribution, profit sharing contribution, and after-tax contribution sub-accounts are not permitted, but the

balances in those sub-accounts are used to determine your vested account balances.) The principal amount of any loan cannot be less than \$1,000.

Your requested loan amount will be withdrawn first from your rollover contribution sub-accounts, then from your before-tax 401(k) contribution sub-accounts, your Roth rollover contribution sub-accounts and your Roth 401(k) contribution sub-accounts in that order.

You will be charged a \$50 loan application fee for each new loan. The fee will be deducted from your account balance at the time the loan is processed. The loan application fee and the total interest over the life of the loan will be included in the total finance charge which you pay back to your account as part of your total loan repayment.

### Repaying Your Loan

You choose the loan repayment terms when you request a loan. For a general purpose loan the term must be at least 3 months but not more than 5 years. For a primary residence loan, the term must be at least 3 months but not more than 10 years. **By depositing, cashing, or otherwise negotiating your loan check, you will have accepted the terms and conditions of the loan.**

The interest rate you pay on your loan is fixed at the prime rate reported by the *Wall Street Journal* (Money Rates section) on the first business day of the month in which the loan is processed.

In general, you repay your loan through payroll deductions with after-tax dollars. Payroll deductions are taken each pay period, beginning as soon as possible after the loan check is mailed to you. Loan repayments will be reinvested in the investment funds in accordance with your investment election on file.

If you are actively employed but not receiving a paycheck (for example, during an unpaid leave), you must continue making your loan repayments by doing one of the following:

- Sending loan repayments to the Benefits Center no later than the 5<sup>th</sup> of each month.
- Electing direct debit, the process by which your payment is automatically deducted from your checking or savings account on or about the 25<sup>th</sup> of each month.

However, if you take an unpaid leave of absence for military service, you may elect either to continue to make scheduled repayments by one of the methods described above or to suspend repayments for the length of your military leave. If you elect to suspend repayments, you must resume making loan repayments upon your return to work from military leave. Your repayment schedule and the amount of your repayments will be determined in accordance with the Plan Administrator's procedures.

You may prepay any loans from the 401(k) Match Plan in full at any time after the first three months of the loan period. Partial prepayments on new loans are not permitted. Partial prepayments of loans transferred to the 401(k) Match Plan will be allowed if permitted under the applicable loan documents.

### If You Default on Your Loan

Your loan will be considered in default in the following situations:

- You terminate employment with Accenture and you do not repay your loan within 90 days.
- You fail to make a scheduled repayment during a calendar quarter and you do not make the missed repayment by the end of the following calendar quarter.

If you default on your loan, the total outstanding amount of your loan (including any interest that has accrued) is treated like a taxable payment made to you. Accenture is required to report your defaulted loan to the IRS as a taxable payment, which means that your loan amount will appear on a Form 1099-R. You will need to report this taxable loan amount on your income tax return for the year and pay income taxes on it, and the loan amount may be subject to a 10% early distribution penalty as well.

## ROTH CONVERSIONS

Beginning December 17, 2010, the Plans offer the option to convert certain non-Roth balances in the Plans to a Roth account within the 401(k) Match Plan. This is known as an "in-plan Roth conversion."

All Plan participants, including active and former employees, as well as surviving spouse beneficiaries and alternate payees who were formerly a participant's spouse, are eligible to elect an in-plan Roth conversion, if they have Plan balances available for conversion. Under IRS rules, only certain Plan balances are eligible for an in-plan Roth conversion. For example, as described below, if you are an active employee, you cannot convert your before-tax 401(k) contributions and related earnings if you are under age 59½. However, other Plan balances may be eligible for conversion, such as employer matching contributions and employer discretionary profit sharing contributions, and their related earnings.

### Tax Considerations

If you elect an in-plan Roth conversion in 2011 or later, you must pay federal and state taxes in the year of conversion at ordinary income tax rates on any taxable balances you convert to Roth. (Special tax rules applied for conversions made in 2010.) However, in the future, you will not be taxed on distributions from your Roth account if you meet certain requirements.

Federal and state income taxes are not withheld from the amount you elect to convert to Roth. In other words, you cannot use assets from the conversion to pay the taxes. Therefore, you'll need to have money available from sources outside the Plans to pay your taxes when due. You may also need to change your tax withholding elections or make estimated tax payments to avoid an underpayment penalty.

### Amounts Available for Roth Conversion

If you no longer work for Accenture or you are a spousal beneficiary or alternate payee, you may convert all (or any portion) of your vested 401(k) Match Plan and Profit Sharing Plan accounts (other than Individual Retirement Plan (IRP) money).

If you are an active Accenture employee, you may convert balances from the following sources:

#### **401(k) Match Plan**

1. Pre-1987 after-tax contribution sub-account
2. Post-1986 after-tax contribution sub-account
3. IRA contribution sub-account
4. Before-tax rollover contribution sub-account
5. Before-tax 401(k) contribution sub-account \*
6. Pre-2004 profit sharing contribution sub-account
7. Matching contribution sub-account \*\*

#### **Profit Sharing Plan**

Post-2003 profit sharing contribution sub-account \*\*

\* *Before-tax 401(k) contribution sub-account balances are available for conversion only if you are over age 59½.*

\*\* *If you have at least 5 years of participation as an active employee in the 401(k) Match Plan (for employer match) or the Profit Sharing Plan (for discretionary profit sharing money), the balances in your matching contribution sub-account and post-2003 profit sharing contribution sub-account are available for conversion. If you do not have at least 5 years of participation, you can only convert contributions that have been in the Plan for at least 24 months.*

However, IRP money and any outstanding loan balances are not available for conversion.

If the total dollar amount you elect to convert to Roth is less than the balance you have available for conversion in the 401(k) Match Plan, then your conversion will be processed from the 401(k) Match Plan only. If the total dollar amount you elect to convert to Roth is more than the balance you have available

for conversion in the 401(k) Match Plan or you do not have a 401(k) Match Plan balance, then some or all of your balance in the Profit Sharing Plan may also be converted if you meet the “5 years of participation or 24 months in the Plan” rule, described above.

Roth conversions from your Profit Sharing Plan account are a two-step process. First, the balances being converted must be transferred from the Profit Sharing Plan to the 401(k) Match Plan and deposited to the 401(k) Match Plan’s before-tax rollover contribution sub-account. Then, the transferred Profit Sharing Plan balances are converted to the Roth rollover sub-account within the 401(k) Match Plan. Because this is a two-step process, additional processing time is required for conversions of Profit Sharing Plan balances.

Your Roth conversion will be processed by liquidating funds from your 401(k) Match Plan account in the order of contribution sources described above (pre-1987 after-tax contribution sub-account amounts first, then post-1986 after-tax contribution sub-account amounts second, etc.).

You may not specify a particular type of contribution you wish to convert to Roth or a different order of contribution sources for processing your Roth conversion. In addition, you may not designate specific investment funds from which the Roth conversion will be made.

The minimum amount you can convert from each Plan is \$500.

### Making an Election to Convert

Converting to a Roth account may not be a good choice for everyone. The rules are complex. If you are considering an in-plan Roth conversion, please contact the Benefits Center at 1-877-332-2242 (in the US and Canada) or 1-847-883-0829 (outside the US and Canada) for more detailed information regarding the Roth conversion option. You are strongly encouraged to read through the Plans’ detailed materials regarding Roth conversions and consult with a financial planner and/or tax advisor to discuss your individual circumstances before electing a Roth conversion. Requests for Roth conversions must be made through the Benefits Center.

## HOW AND WHEN BENEFITS ARE PAID

### Retirement

For purposes of the Plans, your “retirement” occurs when you terminate employment after attaining age 55 (for a reason other than death).

### Vesting

You are always 100% vested in the following sub-accounts under the Plans (to the extent applicable):

- Your 401(k) contribution sub-account.
- Your Roth 401(k) contribution sub-account.
- Your after-tax contribution sub-account.
- Your pre-2004 profit sharing contribution sub-account.
- Your rollover contribution sub-account.
- Your Roth 401(k) rollover contribution sub-account.
- Your IRA contribution sub-account.

In addition, if your employment terminates because of your retirement, disability, or death (including death while performing qualified military service), you will be 100% vested in your matching contribution sub-account and your post-2003 profit sharing contribution sub-account.

If your employment terminates for a reason other than retirement, disability, or death, you will be 100% vested in your matching contribution sub-account and your post-2003 profit sharing contribution sub-account after you complete two years of service (as shown below). You will be credited with one “year of service” for each 12 months of employment with Accenture or an Accenture affiliate as an employee (including service credited under the AW Plan or the AW Partners’ Plan). Once you have met the Plans’

vesting requirement, you are vested in current and future matching contributions and discretionary profit sharing contributions.

Years of Service	Vested Percentage
Less than 2 years	0%
2 or more years	100%

Special vesting rules apply in the following situations:

- If you were eligible to share in discretionary profit sharing contributions as of December 31, 2003, or if you are age 21 or older and you have completed at least one year of service as of January 1, 2004, then you are 100% vested in your matching contribution sub-account beginning on January 1, 2004.
- If you were eligible to share in discretionary profit sharing contributions as of August 31, 2003, or if you are age 21 or older and you have completed at least one year of service as of September 1, 2003, you are 100% vested in your post-2003 profit sharing contribution sub-account beginning on September 1, 2003.
- If you terminate employment before you are 100% vested in your matching contribution sub-account and post-2003 profit sharing contribution sub-account, you will forfeit your non-vested matching contribution and post-2003 profit sharing contribution sub-account balances. If you are rehired by Accenture, your prior years of service and non-vested matching contribution and post-2003 profit sharing contribution sub-account balances will be restored.
- If you were employed by Accenture or an Accenture affiliate on December 31, 2013, then you are 100% vested in your post-2003 profit sharing contribution sub-account as of that date. In addition, if you terminated employment with Accenture and its affiliates between January 1, 2013 and December 31, 2013, then you are 100% vested in your post-2003 profit sharing contribution sub-account as of your termination date.

### Payment Upon Termination

After your employment with Accenture and its affiliates terminates (because of an event other than your death), you may:

- Leave your money in the Plans and withdraw it at a later date. This option allows you to keep growing your money, tax-deferred. However, if your account balances under a Plan do not exceed \$1,000, you will automatically receive a lump sum distribution of your account balances under that Plan upon your termination. In addition, if you are no longer actively employed by Accenture or an Accenture affiliate, payment of your benefits must begin by April 1 of the year following the year in which you attain age 70½ ("required minimum distributions").
- Request a distribution of your benefits under the Plans by accessing the Benefits Website at <http://resources.hewitt.com/accenture>. You may receive a distribution in the following forms:
  - A lump sum distribution of your total account balances.
  - A partial distribution of an amount you elect.
  - Level installment payments under which a fixed dollar amount is distributed to you until your account value is zero.
  - Purchase of a non-transferable annuity contract from a life insurance company selected by you.
- Direct rollover to another employer's tax-qualified plan (including a defined benefit pension plan that accepts rollovers), Section 403(b) plan, or governmental 457(b) plan, or to an IRA or Roth IRA. For Roth 401(k) and Roth rollover contributions, a direct rollover may only be made to a Roth 401(k) account under another employer's tax-qualified plan or to a Roth IRA. (The other plan must be willing to accept your direct rollover and you must meet the applicable eligibility requirements for making the rollover.)

- Elective transfer to another employer's tax-qualified plan. (The other plan must allow for elective transfers, and certain other requirements must be met.)

### Payment Upon Death

In the event of your death before complete distribution of your Plan benefits has been made, payment of all of the amounts credited to your accounts under the Plans will be made on your behalf. If you are married at the time of your death, your account balances will be paid to your surviving spouse, unless you have designated another beneficiary with the written, notarized consent of your spouse. Your "spouse" is the individual to whom you are legally married. Effective on and after September 16, 2013, an individual of the same sex shall be a "spouse" for purposes of the Plans if you were legally married to the individual in a jurisdiction that authorizes same-sex marriage (even if you live in a jurisdiction that does not recognize same-sex marriage).

*It is important that you complete and file a beneficiary designation form with the Plan Administrator. Your beneficiary designation must be kept up to date. If your beneficiary dies or if you desire to change your beneficiary, please notify the Plan Administrator.*

If you fail to designate a beneficiary (or your designated beneficiary predeceases you and you have not named a contingent beneficiary), the Plans' default payment rules will apply. In this case, if you are married at the time of your death, your account balances will be paid to your surviving spouse. If you are instead survived by a same-sex or opposite-sex partner with whom you have entered into a civil union or a state-registered domestic partnership, your account balances will be paid to your surviving partner.

### Taxation of Payments

Under present tax laws, you do not pay federal (and in most cases, state and local) income taxes on your Plan contributions (other than Roth 401(k) contributions) or on any of your investment earnings while they remain in the Plans. When you receive payment of your accounts, the payments will generally be subject to income taxes, and in some cases a 10% excise tax, unless your accounts are directly rolled over to another employer's tax-qualified plan, Section 403(b) plan, or governmental Section 457(b) plan, or to an IRA. Note that special tax rules apply for Roth 401(k) and Roth rollover contributions, as described in the Roth 401(k) Contributions section.

The Special Tax Notices Regarding Plan Payments at the end of this summary contain more information regarding the taxation of distributions or withdrawals from the Plans. Because tax laws are complex and change frequently, you are encouraged to consult with your tax advisor concerning the taxation of your benefits before you request a distribution from the Plans.

## PLAN ADMINISTRATION

The Plan Administrator has the exclusive responsibility and complete discretionary authority to control the operation and administration of the Plans. The Plan Administrator may delegate all or a portion of its powers, rights, and responsibilities for plan administration to one or more persons. Any references in this summary to the Plan Administrator include the Plan Administrator's delegates.

The Plan Administrator has complete discretion to determine all questions arising under the Plans, including, but not limited to, questions arising because of ambiguities, inconsistencies or omissions, and questions as to the rights or eligibility of employees or participants and their beneficiaries and the value of their benefits under the Plans. Any interpretation of one of the Plans and a decision on any matter within the Plan Administrator's discretion made in good faith is final and binding on all persons. Benefits will be paid under the Plans only if the Plan Administrator decides in its discretion that the claimant is entitled to them.

A misstatement or other mistake of fact shall be corrected when it becomes known, and the Plan Administrator shall make such adjustment as it considers equitable and practicable. For example, if a participant or beneficiary receives a payment from one of the Plans that is greater than the payment that should have been made to the participant or beneficiary, or if a person receives an erroneous payment from one of the Plans, the Plan Administrator has the right to recover the excess amount or erroneous

payment from the recipient. In certain circumstances, the Plan Administrator may deduct the amount of the excess or erroneous payment from the participant's or beneficiary's Plan account.

The 401(k) Match Plan is administered on the basis of a plan year that begins each January 1 and ends on December 31. The Profit Sharing Plan is administered on the basis of a plan year that begins each September 1 and ends on August 31.

## AMENDMENT AND TERMINATION

Accenture LLP expects and intends that the Plans will continue indefinitely. However, Accenture LLP reserves the right to amend or terminate the Plans at any time, retroactively or otherwise, in its sole discretion. The Plans may be amended or terminated by instrument signed by Accenture LLP's Managing Partner or by such other person or persons authorized to amend or terminate the Plans.

No employee, officer, director, or agent of Accenture has the authority to alter, vary or modify the terms of the Plans, except by means of authorized written amendments to the Plans. No verbal or written representations contrary to the terms of the Plans and their written amendments shall be binding upon Accenture or the Plans.

## OTHER IMPORTANT INFORMATION

### Form of Elections

Each election or request required or permitted to be made by a participant (or a participant's beneficiary) must be made in accordance with the rules and procedures established by the Plan Administrator and shall be effective as determined by the Plan Administrator.

### No Guarantee of Employment

Nothing in this summary says or implies that participation in one or both of the Plans is a guarantee of continued employment with Accenture or its affiliates, nor is it a guarantee that contribution levels will remain unchanged in future years.

### No Guarantee Against Loss or Depreciation

The Plans are defined contribution plans, which means that the full value of your accounts depends on the amount of contributions made to the Plans and the market value of the investment funds. Accenture, the trustee, and the other Plan fiduciaries do not guarantee your Plan accounts against loss or depreciation. Because the Plans are defined contribution plans, federal law does not provide for Plan benefits to be insured through the Pension Benefit Guaranty Corporation ("PBGC"). The PBGC is a federal insurance agency that insures defined benefit pension plans.

### No Assignment

Your benefits under the Plans are not subject to the claims of your creditors and cannot be assigned in any way or pledged as security for a loan, except as may be required by the tax withholding provisions of the Internal Revenue Code or any state's income tax act, by the enforcement of a federal tax levy, by a qualified domestic relations order ("QDRO") or pursuant to special IRS rules.

### Qualified Domestic Relations Order (QDRO)

If you become divorced or separated, however, a QDRO could require part or all of your benefits to be paid to your spouse or children. You and your beneficiaries can obtain, without charge, a copy of the Plans' policies and procedures for the submission and approval of a domestic relations order by contacting the Plan Administrator. You will pay a \$750 fee when a domestic relations order is processed on your account.

### Missing Participants or Beneficiaries

Neither the Plan Administrator nor an employer is required to search for or locate you or your beneficiary. If the Plan Administrator notifies you or your beneficiary at the last post office address provided to the



Plan Administrator that you or the beneficiary are entitled to a payment and you or the beneficiary fail to claim the benefits or make your whereabouts known within three years after a notification, then the Plan Administrator may dispose of your benefits by one or more of the following methods:

- By retaining the benefits in the applicable Plan;
- By paying the benefits to a court, pending judicial determination of who is entitled to the benefits;
- By disposing of the benefits in any equitable manner permitted by law under rules adopted by the Plan Administrator; and/or
- By forfeiting the benefits and using them to pay proper expenses of the applicable Plan. If this happens, however, the employer will be required to reinstate the benefits (without interest or earnings) if the person eligible to receive the benefits is later located or identified.

### Top Heavy Plan Rules

In the unlikely event that one of the Plans becomes a “top heavy” plan in any plan year, the Plan could be required to provide a minimum contribution to certain participants. A Plan would become a “top heavy” plan if “key employees” have more than 60% of the accrued benefits of all participants in Accenture’s tax-qualified plans.

## SPECIAL RULES FOR PUERTO RICAN PARTICIPANTS

### Plan Participation

If you are employed in Puerto Rico and paid on a Puerto Rico payroll, you may become a participant in the Plans if you satisfy the general eligibility and Plan participation rules described on pages 2 and 3 of this summary. Participants who are employed in Puerto Rico and paid on a Puerto Rico payroll are referred to as “Puerto Rican participants.”

### Limit on 401(k) Contributions

If you are a Puerto Rican participant, you may make pre-tax 401(k) contributions to the 401(k) Match Plan. Because the Plan is “dual-qualified” (i.e., it is designed so contributions qualify for favorable tax treatment under both the U.S. and Puerto Rico tax codes), your 401(k) contributions are subject to the same limit that applies to U.S. participants (\$17,500 for 2014). (The 401(k) contribution limit is lower for participants in Puerto Rico only qualified plans.) Puerto Rican participants are not eligible to make Roth 401(k) contributions. In addition, under the Puerto Rico tax code, the sum of your before-tax contributions to the 401(k) Match Plan (and any other 401(k) plan you may participate in) and your contributions to a Puerto Rico Individual Retirement Account may not exceed \$20,000 for 2014.

### Catch-Up Contributions

If you are a Puerto Rican participant, you have attained age 50 before the end of the calendar year, and you are making the maximum 401(k) contributions permitted by law and the 401(k) Match Plan, you may make catch-up contributions to the Plan. As described on page 4 of this summary, “catch-up contributions” are additional amounts that you elect to contribute to the 401(k) Match Plan from your eligible compensation. However, for Puerto Rican participants, only the first \$1,500 of your catch-up contributions per year for 2014 may be made on a pre-tax basis. Any additional catch-up contributions you elect will be made on an after-tax basis to your after-tax contribution sub-account. Your total catch-up contributions for any year are subject to the general limit that applies to all participants (\$5,500 per year for 2014). In addition, your catch-up contributions may not exceed 10% of your eligible compensation for all your years of participation in the 401(k) Match Plan.

### Hardship Withdrawals

If you are a Puerto Rican participant and you have a hardship, you may withdraw your before-tax 401(k) contributions (and earnings credited to those contributions prior to 1989) and your rollover contributions (and earnings thereon). The following events are considered hardships:

1. The payment of medical expenses for you, your spouse, or your dependents;
2. The purchase of your principal residence (but not mortgage payments);
3. The payment of tuition, related educational expenses, and room and board expenses for the next 12 months of post-secondary education for you, your spouse, or your dependents;
4. The prevention of foreclosure on or eviction from your principal residence; and
5. Certain other reasons provided under Puerto Rico law.

You may withdraw only the amount necessary to cover your hardship, plus amounts needed to pay any income taxes or penalties reasonably expected to result from the withdrawal (as determined under rules established by the Plan Administrator).

You may not obtain a hardship withdrawal if your immediate and heavy financial need could be satisfied from other sources reasonably available to you. This means that you must obtain all available distributions and loans from the Plans and the Accenture United States Defined Contribution Transfer Plan (the "Transfer Plan") before you may make a hardship withdrawal from the 401(k) Match Plan. The Plan Administrator will request your representation as to the satisfaction of these requirements, and you may be required to submit evidence that the amount of your requested withdrawal is necessary to satisfy an immediate and heavy financial need. If you make a hardship withdrawal, your 401(k) contributions will be suspended for 12 months from the date you receive the hardship withdrawal. In addition, the limit applicable to your before-tax 401(k) contributions will be reduced by the amount of the before-tax 401(k) contributions you made to the Plan in the year of the hardship distribution. (For example, if you are age 35 and you made before-tax 401(k) contributions equal to \$1,000 in January 2013, and you subsequently took a hardship distribution on February 1, 2013, your before-tax 401(k) contributions will be suspended until February 1, 2014. In addition, your before-tax 401(k) contributions for 2014 will be limited to \$17,500.)

#### Special Withholding Rules

If you are a Puerto Rican participant, special withholding rules may apply to your payments from the Plans depending on the type of payment you elect. Please contact the Benefits Center at 1-877-332-2242 (within the US and Canada) or 1-847-883-0829 (outside the US and Canada) for more information.

#### Other Plan Rules

Except as provided above, the Plan rules described in the rest of this summary apply to Puerto Rico participants.

## APPENDIX A - SPECIAL TAX NOTICES REGARDING PLAN PAYMENTS

Accenture US 401(k) Match And Savings Plan  
and  
Accenture US Discretionary Profit Sharing Plan

### **Special Tax Notice Regarding Plan Payments Not From a Designated Roth Account (Applies to the Portion of a Payment that is Eligible for Rollover)**

#### **Your Rollover Options**

You are receiving this notice because all or a portion of a payment you are receiving from the Accenture United States Discretionary Profit Sharing Plan and/or the Accenture United States 401(k) Match and Savings Plan (the "Plan") is eligible to be rolled over to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover. This notice describes the rollover rules that apply to payments from the Plan that are not from a designated Roth account (a type of account with special tax rules in some employer plans). If you also receive a payment from a designated Roth account in the Plan, you will be provided a different notice for that payment, and the Plan administrator or the payor will tell you the amount that is being paid from each account. Rules that apply to most payments from a plan are described in the "General Information About Rollovers" section. Special rules that only apply in certain circumstances are described in the "Special Rules and Options" section.

#### **General Information About Rollovers**

##### **How can a rollover affect my taxes?**

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

##### **Where may I roll over the payment?**

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

##### **How do I do a rollover?**

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

### **How much may I roll over?**

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70½ (or after death)
- Hardship distributions
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Amounts treated as distributed because of a prohibited allocation of S corporation stock under an ESOP (also, there will generally be adverse tax consequences if you roll over a distribution of S corporation stock to an IRA).

The Plan administrator or the payor can tell you what portion of a payment is eligible for rollover.

### **If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?**

If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Corrective distributions of contributions that exceed tax law limitations
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days
- Payments of certain automatic enrollment contributions requested to be withdrawn within 90 days of the first contribution.

### **If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?**

If you receive a payment from an IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to \$10,000 used in a qualified first-time home purchase, and (3) payments after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

### **Will I owe State income taxes?**

This notice does not describe any State or local income tax rules (including withholding rules).

## **Special Rules And Options**

### **If your payment includes after-tax contributions**

After-tax contributions included in a payment are not taxed. If a payment is only part of your benefit, an allocable portion of your after-tax contributions is generally included in the payment. If you have pre-1987 after-tax contributions maintained in a separate account, a special rule may apply to determine whether the after-tax contributions are included in a payment. You may roll over to an IRA a payment that includes after-tax contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the after-tax contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs). If you do a direct rollover of only a portion of the amount paid from the Plan and a portion is paid to you, each of the payments will include an allocable portion of the after-tax contributions. If you do a 60-day rollover to an IRA of only a portion of the payment made to you, the after-tax contributions are treated as rolled over last. For example, assume you are receiving a complete distribution of your benefit which totals \$12,000, of which \$2,000 is after-tax contributions. In this case, if you roll over \$10,000 to an IRA in a 60-day rollover, no amount is taxable because the \$2,000 amount not rolled over is treated as being after-tax contributions. You may roll over to an employer plan all of a payment that includes after-tax contributions, but only through a direct rollover (and only if the receiving plan separately accounts for after-tax contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes after-tax contributions, but only up to the amount of the payment that would be taxable if not rolled over.

### **If you miss the 60-day rollover deadline**

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

### **If you have an outstanding loan that is being offset**

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the time of the offset and will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the loan offset to an IRA or employer plan.

### **If you were born on or before January 1, 1936**

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

**If you roll over your payment to a Roth IRA**

If you roll over a payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to \$10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs). You cannot roll over a payment from the Plan to a designated Roth account in another employer plan, but you can roll it into the designated Roth account of this Plan (see below).

**If you roll over your payment to a designated Roth account within the Plan**

If you choose to directly roll your money into the Plan's designated Roth account, the amount of the rollover less any money attributable to after-tax contributions, will be taxable to you. The 10% early distribution penalty tax will not apply unless you take the money out of the Roth account within a 5 year period beginning January 1<sup>st</sup> of the year of the rollover. Once you roll your money into the designated Roth account, later payments, including earnings, will not be taxed as long as the payment meets the requirements for a qualified Roth distribution. A qualified Roth distribution is one that is made after you are 59-1/2 and have had your designated Roth account for at least 5 years. If you don't already have money in the Plan's designated Roth account, this 5-year period will begin as of January 1 of the year you roll your Plan money into the designated Roth account. If you take a distribution from your designated Roth account that isn't a qualified distribution, it will be taxed to the extent it's allocable to earnings and the 10% early distribution penalty may also apply to those taxable amounts.

**Amounts accessible solely for purposes of rollover into the Roth account within the Plan**

With respect to any portion of a payment that is only accessible for purposes of a direct rollover into the Roth account within the Plan, the other distribution options (e.g., rollover to an IRA or other employer plan) discussed in this Special Tax Notice do not apply.

**If you are not a plan participant**

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions does not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the participant was born on or before January 1, 1936.

**If you are a surviving spouse.**

If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA. An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70½. If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the

participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70½.

**If you are a surviving beneficiary other than a spouse.**

If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

**If you are a nonresident alien**

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Other special rules**

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments). If your payments for the year are less than \$200 (not including payments from a designated Roth account in the Plan), the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover. You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

## **Special Tax Notice Regarding Plan Payments From a Designated Roth Account (Applies to the Portion of a Payment that is Eligible for Rollover)**

### **Your Rollover Options**

You are receiving this notice because all or a portion of a payment you are receiving from the Accenture United States 401(k) Match and Savings Plan (the "Plan") is eligible to be rolled over to a Roth IRA or designated Roth account in an employer plan. This notice is intended to help you decide whether to do a rollover. This notice describes the rollover rules that apply to payments from the Plan that are from a designated Roth account. If you also receive a payment from the Plan that is not from a designated Roth account, you will be provided a different notice for that payment, and the Plan administrator or the payor will tell you the amount that is being paid from each account. Rules that apply to most payments from a designated Roth account are described in the "General Information About Rollovers" section. Special rules that only apply in certain circumstances are described in the "Special Rules and Options" section.

### **General Information About Rollovers**

#### **How can a rollover affect my taxes?**

After-tax contributions included in a payment from a designated Roth account are not taxed, but earnings might be taxed. The tax treatment of earnings included in the payment depends on whether the payment is a qualified distribution. If a payment is only part of your designated Roth account, the payment will include an allocable portion of the earnings in your designated Roth account. If the payment from the Plan is not a qualified distribution and you do not do a rollover to a Roth IRA or a designated Roth account in an employer plan, you will be taxed on the earnings in the payment. If you are under age 59½, a 10% additional income tax on early distributions will also apply to the earnings (unless an exception applies). However, if you do a rollover, you will not have to pay taxes currently on the earnings and you will not have to pay taxes later on payments that are qualified distributions. If the payment from the Plan is a qualified distribution, you will not be taxed on any part of the payment even if you do not do a rollover. If you do a rollover, you will not be taxed on the amount you roll over and any earnings on the amount you roll over will not be taxed if paid later in a qualified distribution. A qualified distribution from a designated Roth account in the Plan is a payment made after you are age 59½ (or after your death or disability) and after you have had a designated Roth account in the Plan for at least 5 years. In applying the 5-year rule, you count from January 1 of the year your first contribution was made to the designated Roth account. However, if you did a direct rollover to a designated Roth account in the Plan from a designated Roth account in another employer plan, your participation will count from January 1 of the year your first contribution was made to the designated Roth account in the Plan or, if earlier, to the designated Roth account in the other employer plan.

#### **Where may I roll over the payment?**

You may roll over the payment to either a Roth IRA (a Roth individual retirement account or Roth individual retirement annuity) or a designated Roth account in an employer plan (a tax-qualified plan or section 403(b) plan) that will accept the rollover. The rules of the Roth IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the Roth IRA or employer plan (for example, no spousal consent rules apply to Roth IRAs and Roth IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the Roth IRA or the designated Roth account in the employer plan. In general, these tax rules are similar to those described elsewhere in this notice, but differences include:

- If you do a rollover to a Roth IRA, all of your Roth IRAs will be considered for purposes of determining whether you have satisfied the 5-year rule (counting from January 1 of the year for which your first contribution was made to any of your Roth IRAs).
- If you do a rollover to a Roth IRA, you will not be required to take a distribution from the Roth IRA during your lifetime and you must keep track of the aggregate amount of the after-tax contributions in all of your Roth IRAs (in order to determine your taxable income for later Roth IRA payments that are not qualified distributions).



- Eligible rollover distributions from a Roth IRA can only be rolled over to another Roth IRA.

### **How do I do a rollover?**

There are two ways to do a rollover. You can either do a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your Roth IRA or designated Roth account in an employer plan. You should contact the Roth IRA sponsor or the administrator of the employer plan for information on how to do a direct rollover.

If you do not do a direct rollover, you may still do a rollover by making a deposit within 60 days into a Roth IRA, whether the payment is a qualified or nonqualified distribution. In addition, you can do a rollover by making a deposit within 60 days into a designated Roth account in an employer plan if the payment is a nonqualified distribution and the rollover does not exceed the amount of the earnings in the payment. You cannot do a 60-day rollover to an employer plan of any part of a qualified distribution. If you receive a distribution that is a nonqualified distribution and you do not roll over an amount at least equal to the earnings allocable to the distribution, you will be taxed on the amount of those earnings not rolled over, including the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies).

If you do a direct rollover of only a portion of the amount paid from the Plan and a portion is paid to you, each of the payments will include an allocable portion of the earnings in your designated Roth account.

If you do not do a direct rollover and the payment is not a qualified distribution, the Plan is required to withhold 20% of the earnings for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover to a Roth IRA, you must use other funds to make up for the 20% withheld.

### **How much may I roll over?**

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Required minimum distributions after age 70½ (or after death)
- Hardship distributions
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Amounts treated as distributed because of a prohibited allocation of S corporation stock under an ESOP (also, there will generally be adverse tax consequences if S corporation stock is held by an IRA).

The Plan administrator or the payor can tell you what portion of a payment is eligible for rollover.

### **If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?**

If a payment is not a qualified distribution and you are under age 59½, you will have to pay the 10% additional income tax on early distributions with respect to the earnings allocated to the payment that you do not roll over (including amounts withheld for income tax), unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the earnings not rolled over.

The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your beneficiary)
- Payments made due to disability
- Payments after your death
- Corrective distributions of contributions that exceed tax law limitations
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days
- Payments of certain automatic enrollment contributions requested to be withdrawn within 90 days of the first contribution.

### **If I do a rollover to a Roth IRA, will the 10% additional income tax apply to early distributions from the IRA?**

If you receive a payment from a Roth IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions on the earnings paid from the Roth IRA, unless an exception applies or the payment is a qualified distribution. In general, the exceptions to the 10% additional income tax for early distributions from a Roth IRA listed above are the same as the exceptions for early distributions from a plan. However, there are a few differences for payments from a Roth IRA, including:

- There is no special exception for payments after separation from service.
- The exception for qualified domestic relations orders (QDROs) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to a Roth IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.
- There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to \$10,000 used in a qualified first-time home purchase, and (3) payments after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

### **Will I owe State income taxes?**

This notice does not describe any State or local income tax rules (including withholding rules).

## **Special Rules and Options**

### **If you miss the 60-day rollover deadline**

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

### **If you have an outstanding loan that is being offset**

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the

time of the offset and, if the distribution is a nonqualified distribution, the earnings in the loan offset will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the earnings in the loan offset to a Roth IRA or designated Roth account in an employer plan.

**If you receive a nonqualified distribution and you were born on or before January 1, 1936**

If you were born on or before January 1, 1936, and receive a lump sum distribution that is not a qualified distribution and that you do not roll over, special rules for calculating the amount of the tax on the earnings in the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

**If you are not a plan participant**

**Payments after death of the participant.** If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, whether the payment is a qualified distribution generally depends on when the participant first made a contribution to the designated Roth account in the Plan. Also, the 10% additional income tax on early distributions does not apply, and the special rule described under the section "If you receive a nonqualified distribution and you were born on or before January 1, 1936" applies only if the participant was born on or before January 1, 1936.

**If you are a surviving spouse.**

If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to a Roth IRA, you may treat the Roth IRA as your own or as an inherited Roth IRA. A Roth IRA you treat as your own is treated like any other Roth IRA of yours, so that you will not have to receive any required minimum distributions during your lifetime and earnings paid to you in a nonqualified distribution before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies). If you treat the Roth IRA as an inherited Roth IRA, payments from the Roth IRA will not be subject to the 10% additional income tax on early distributions. An inherited Roth IRA is subject to required minimum distributions. If the participant had started taking required minimum distributions from the Plan, you will have to receive required minimum distributions from the inherited Roth IRA. If the participant had not started taking required minimum distributions, you will not have to start receiving required minimum distributions from the inherited Roth IRA until the year the participant would have been age 70½.

**If you are a surviving beneficiary other than a spouse.**

If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited Roth IRA. Payments from the inherited Roth IRA, even if made in a nonqualified distribution, will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited Roth IRA.

Payments under a qualified domestic relations order. If you are the spouse or a former spouse of the participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may roll over the payment as described in this notice).

**If you are a nonresident alien**

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Other special rules**

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments). If your payments for the year (only including payments from the designated Roth account in the Plan) are less than \$200, the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you can do a 60-day rollover. You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

**For More Information**

You may wish to consult with the Plan administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at [www.irs.gov](http://www.irs.gov), or by calling 1-800-TAX-FORM.