LARGE FILING SEPARATOR SHEET

CASE NUMBER 14-1003-EL-AGG

FILE DATE 6/4/2014

SECTION: 3 of 4

NUMBER OF PAGES: 201

DESCRIPTION OF DOCUMENT: Application

disposes of Shares acquired upon the exercise of an ISO either (A) within two years after the date of grant of such ISO or (B) within one year after the transfer of such Shares to the Participant, shall notify the Company of such disposition and of the amount realized upon such disposition. All Options granted under the Plan are intended to be nonqualified stock options, unless the applicable Award agreement expressly states that the Option is intended to be an ISO. If an Option is intended to be an ISO, and if for any reason such Option (or portion thereof) shall not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a nonqualified stock option granted under the Plan; *provided* that such Option (or portion thereof) otherwise complies with the Plan's requirements relating to nonqualified stock options. In no event shall any member of the Committee, the Company or any of its Affiliates (or their respective employees, officers or directors) have any liability to any Participant (or any other Person) due to the failure of an Option to qualify for any reason as an ISO.

(d) *Attestation.* Wherever in this Plan or any agreement evidencing an Award a Participant is permitted to pay the Grant Price or taxes relating to the exercise of an Option by delivering Shares to a nominee of the Company, the Participant may, subject to procedures satisfactory to the Committee, satisfy such delivery requirement by presenting proof of beneficial ownership of such Shares, in which case the Company shall treat the Option as exercised without further payment and shall withhold such number of Shares from the Shares acquired by the exercise of the Option.

(e) *Repricing of Options.* Notwithstanding any provision herein to the contrary, the repricing of an Option, once granted hereunder, is prohibited without prior approval of the Company's shareholders. For this purpose, a "repricing" means any of the following (or any other action that has the same effect as any of the following): (i) changing the terms of an Option to lower the Grant Price; (ii) any other action that is treated as a "repricing" under generally accepted accounting principles; and (iii) repurchasing for cash or canceling an Option in exchange for another Award at a time when the Grant Price is greater than the Fair Market Value of the underlying Shares, unless the cancellation and exchange occurs in connection with a change in capitalization or similar change permitted under Section 9(a) below.

7. Terms and Conditions of Share Appreciation Rights

(a) *Grants.* The Committee also may grant (i) a Share Appreciation Right independent of an Option or (ii) a Share Appreciation Right in connection with an Option, or a portion thereof. A Share Appreciation Right granted pursuant to clause (ii) of the preceding sentence (A) may be granted at the time the related Option is granted or at any time prior to the exercise or cancellation of the related Option, (B) shall cover the same number of Shares covered by an Option (or such lesser number of Shares as the Committee may determine) and (C) shall be subject to the same terms and conditions as such Option except for such additional limitations as are contemplated by this Section 7 (or such additional limitations as may be included in an Award agreement).

(b) *Terms.* The exercise price per Share of a Share Appreciation Right shall be an amount determined by the Committee that is not less than the Fair Market Value of a Share on the date of grant (other than in the case of Share Appreciation Rights granted in substitution of previously granted awards, as described in Section 4). Each Share Appreciation Right granted independent of an Option shall entitle a Participant upon exercise to a payment from the Company of an amount equal to (i) the excess of (A) the Fair Market Value on the exercise date

of one Share over (B) the exercise price per Share, times (ii) the number of Shares covered by the Share Appreciation Right. Each Share Appreciation Right granted in conjunction with an Option, or a portion thereof, shall entitle a Participant to surrender to the Company the unexercised Option, or any portion thereof, and to receive from the Company in exchange therefor an amount equal to (I) the excess of (x) the Fair Market Value on the exercise date of one Share over (y) the Grant Price per Share, times (II) the number of Shares covered by the Option, or portion thereof, which is surrendered. The date a notice of exercise is received by the Company shall be the exercise date. Payment shall be made in Shares or in cash, or partly in Shares and partly in cash (any such Shares valued at such Fair Market Value), all as shall be determined by the Committee. If the payment is made, in whole or in part, in newly issued Shares, the Participant shall agree to pay to the Company the aggregate par value of such Shares. Share Appreciation Rights may be exercised from time to time upon actual receipt by the Company of written notice of exercise stating the number of Shares with respect to which the Share Appreciation Right is being exercised. No fractional Shares will be issued in payment for Share Appreciation Rights, but instead cash will be paid for a fraction or, if the Committee should so determine, the number of Shares will be rounded downward to the next whole Share.

(c) *Limitations*. The Committee may impose, in its discretion, such conditions upon the exercisability or transferability of Share Appreciation Rights as it may deem fit.

(d) *Repricing of Share Appreciation Rights*. Notwithstanding any provision herein to the contrary, the repricing of a Share Appreciation Right, once granted hereunder, is prohibited without prior approval of the Company's shareholders. For this purpose, a "repricing" means any of the following (or any other action that has the same effect as any of the following): (i) changing the terms of a Share Appreciation Right to lower its exercise price; (ii) any other action that is treated as a "repricing" under generally accepted accounting principles; and (iii) repurchasing for cash or canceling a Share Appreciation Right in exchange for another Award at a time when its exercise price is greater than the Fair Market Value of the underlying Shares, unless the cancellation and exchange occurs in connection with a change in capitalization or similar change permitted under Section 9(a) below.

8. Other Share-Based Awards

The Committee, in its sole discretion, may grant Awards of Shares, Awards of restricted Shares, Awards of RSUs and other Awards that are valued in whole or in part by reference to, or are otherwise based on the Fair Market Value of, Shares ("*Other Share-Based Awards*"). Such Other Share-Based Awards shall be in such form, and dependent on such conditions, as the Committee shall determine, including, without limitation, the right to receive one or more Shares (or the equivalent cash value of such Shares) upon the completion of a specified period of service, the occurrence of an event and/or the attainment of performance objectives. Other Share-Based Awards may be granted alone or in addition to any other Awards granted under the Plan. Subject to the provisions of the Plan, the Committee shall determine: (i) to whom and when Other Share-Based Awards will be made; (ii) the number of Shares to be awarded under (or otherwise related to) such Other Share-Based Awards; (iii) whether such Other Share-Based Awards shall be settled in cash, Shares or a combination of cash and Shares; and (iv) all other terms and conditions of such Other Share-Based Awards (including, without limitation, the vesting provisions thereof, any required payments to be received from Participants and other provisions ensuring that all Shares so awarded and issued shall be fully paid and non-assessable).

9. Adjustments Upon Certain Events

Notwithstanding any other provisions in the Plan to the contrary, the following provisions shall apply to all Awards granted under the Plan:

(a) *Generally.* In the event of any change in the outstanding Shares after the Board Approval Date by reason of any Share dividend or split, reorganization, recapitalization, merger, consolidation, amalgamation, spin-off or combination transaction or exchange of Shares or other corporate exchange, or any distribution to shareholders of Shares other than regular cash dividends or any transaction similar to the foregoing, the Committee in its sole discretion and without liability to any person shall make such substitution or adjustment, if any, as it deems to be equitable, as to (i) the number or kind of Shares or other securities issued or reserved for issuance pursuant to the Plan or pursuant to outstanding Awards, (ii) the Grant Price or exercise price of any Share Appreciation Right and/or (iii) any other affected terms of any Award.

(b) *Change in Control.* In the event of a Change in Control after the Board Approval Date, the Committee may, in its sole discretion (but subject to Section 17), provide for the termination of an Award upon the consummation of the Change in Control and (x) the payment of a cash amount in exchange for the cancellation of an Award which, in the case of Options and Share Appreciation Rights, may equal the excess, if any, of the Fair Market Value of the Shares subject to such Options or Share Appreciation Rights over the aggregate exercise price of such Options or Share Appreciation Rights, and/or (y) the issuance of substitute Awards that will substantially preserve the otherwise applicable terms of any affected Awards previously granted hereunder.

10. No Right to Employment or Awards

The granting of an Award under the Plan shall impose no obligation on the Company or any Affiliate to continue the employment or service or consulting relationship of a Participant and shall not lessen or affect the Company's or Affiliate's right to terminate the employment or service or consulting relationship of such Participant. No Participant or other person shall have any claim to be granted any Award, and there is no obligation for uniformity of treatment of Participants, or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant (whether or not such Participants are similarly situated).

11. Successors and Assigns

The Plan shall be binding on all successors and assigns of the Company and a Participant, including without limitation, the estate of such Participant and the executor, administrator or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Participant's creditors.

12. Nontransferability of Awards

Unless otherwise determined by the Committee, an Award shall not be transferable or assignable by the Participant other than by will or by the laws of descent and distribution. An Award exercisable after the death of a Participant may be exercised by the legatees, personal representatives or distributees of the Participant.

13. Amendments or Termination

The Board may amend, alter or discontinue the Plan, but no amendment, alteration or discontinuation shall be made which (a) without the approval of the shareholders of the Company, would

(except as provided in Section 9 of the Plan) increase the total number of Shares reserved for the purposes of the Plan, or (b) without the consent of a Participant, would materially adversely effect any of the rights of the Participant under any Award theretofore granted to such Participant under the Plan; provided, however, that the Committee may amend the Plan in such manner as it deems necessary to permit Awards to meet the requirements of the Code or other applicable laws.

14. **International Participants**

With respect to Participants who reside or work outside the United States of America, the Committee may, in its sole discretion, amend the terms of the Plan or Awards with respect to such Participants in order to conform such terms with the provisions of local law, and the Committee may, where appropriate, establish one or more sub-plans to reflect such amended or varied provisions.

15. **Choice of Law**

The Plan shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws.

16. **Effectiveness of the Plan**

The Plan shall be effective as of the Effective Date.

17. **Section 409A**

Notwithstanding other provisions of the Plan or any Award agreements thereunder, no Award shall be granted, deferred, accelerated, extended, paid out or modified under this Plan in a manner that would result in the imposition of an additional tax under Section 409A of the Code upon a Participant. In the event that it is reasonably determined by the Committee that, as a result of Section 409A of the Code, payments in respect of any Award under the Plan may not be made at the time contemplated by the terms of the Plan or the relevant Award agreement, as the case may be, without causing the Participant holding such Award to be subject to taxation under Section 409A of the Code, the Company will make such payment on the first day that would not result in the Participant incurring any tax liability under Section 409A of the Code. If pursuant to the provisions of Section 409A of the Code any distribution or payment is required to be delayed as a result of a Participant being deemed to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then any such distributions or payments under the Plan shall not be made or provided prior to the earlier of (A) the expiration of the six month period measured from the date of the Participant's separation from service (as defined under Section 409A of the Code) or (B) the date of the Participant's death. The Company shall use commercially reasonable efforts to implement the provisions of this Section 17 in good faith; *provided* that neither the Company, the Committee nor any of the Company's employees, directors or representatives shall have any liability to Participants with respect to this Section 17.

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Accenture plc
c/o Corporate Election Services
P.O. Box 1150
Pittsburgh, PA 15230

SUBMIT YOUR PROXY BY INTERNET AT WWW.CESVOTE.COM

Have your proxy card available when you access the website at www.cesvote.com and follow the simple instructions to record your proxy.

SUBMIT YOUR PROXY BY TELEPHONE AT 1-888-693-8683

Have your proxy card available when you call 1-888-693-8683 using a touch-tone phone and follow the simple instructions to record your proxy.

SUBMIT YOUR PROXY BY MAIL

Please mark, sign and date your proxy card and return it in the postage-paid envelope provided or mail it to: Corporate Election Services, P.O. Box 1150, Pittsburgh, PA 15230.

Submit Your Proxy by Internet	**Submit Your Proxy by Telephone**	**Submit Your Proxy by Mail**
Access the website and *cast your vote:* **www.cesvote.com**	Call toll-free using a *touch-tone phone:* **1-888-693-8683**	Return your *proxy in the* envelope provided

Submit your proxy 24 hours a day, 7 days a week!

Your telephone or Internet vote must be received by 6:00 a.m. Eastern Standard Time on February 6, 2013 to be counted in the final tabulation.

Your mailed vote must be received by 5:00 p.m. Eastern Standard Time on February 5, 2013 to be counted in the final tabulation.

If you submit your proxy by Internet or telephone, please do not mail your proxy card.

➔

ACCENTURE PLC **PROXY**

This proxy is solicited on behalf of the Board of Directors for the 2013 annual general meeting of shareholders.

The undersigned hereby appoints Pierre Nanterme, Pamela J. Craig and Julie S. Sweet as proxies, each with full power of substitution, and hereby authorizes each of them to represent and to vote, as designated on the reverse side, all Class A ordinary shares and Class X ordinary shares of Accenture plc held of record by the undersigned on December 11, 2012, at the 2013 annual general meeting of shareholders to be held on February 6, 2013, and at any adjournment or postponement thereof. The undersigned hereby further authorizes such proxies to vote in their discretion upon such other matters as may properly come before such annual general meeting of shareholders (including any motion to amend the resolutions proposed at the meeting and any motions to adjourn the meeting) and at any adjournment or postponement thereof. If you wish to appoint as a proxy any person other than those specified on this proxy card, then you must contact our General Counsel, Secretary & Chief Compliance Officer, c/o Accenture, 161 N. Clark Street, Chicago, Illinois 60601, USA and request the necessary forms and instructions. Please note that if you appoint as proxy any person other than those specified on this proxy card and neither you nor your proxy attends the 2013 annual general meeting of shareholders in person, then your shares will not be voted.

Signature

Signature (if held by joint holders)

Date:

Please sign this proxy card exactly as your name appears to the left. Proxies should be dated when signed. When shares are held by joint holders, both should sign. When signing as attorney, executor, administrator, trustee, guardian or other similar capacity, please give your full title as such. If a corporation, a duly authorized officer of the corporation should sign on behalf of the corporation, or the seal of the corporation should be affixed. If a partnership, a partner should sign in the partnership's name.

YOUR VOTE IS IMPORTANT!

Please submit your proxy via the Internet or by telephone using the instructions on the reverse side of this proxy card, or mark, sign, date and return this proxy card in the enclosed reply envelope. In order for your mailed proxy to be counted, your proxy must be received no later than February 5, 2013. Submitting your proxy will not affect your right to vote in person if you decide to revoke your proxy and attend the annual general meeting of shareholders.

ACCENTURE PLC PROXY

THIS PROXY, WHEN PROPERLY EXECUTED AND DELIVERED, WILL BE VOTED AS DIRECTED BY THE UNDERSIGNED SHAREHOLDER. IF YOU SIGN AND RETURN THIS PROXY BUT NO DIRECTIONS ARE GIVEN, THEN THIS PROXY WILL BE VOTED "FOR" EACH OF THE NOMINEES IN PROPOSAL 2, "FOR" PROPOSALS 1, 3, 4, 5, 6, 7 AND 8, "AGAINST" PROPOSAL 9 AND IN THE DISCRETION OF THE PROXIES UPON SUCH OTHER MATTERS AS MAY PROPERLY COME BEFORE THE ANNUAL GENERAL MEETING OF SHAREHOLDERS. YOU MAY ALSO INSTRUCT YOUR PROXY NOT TO VOTE ON A RESOLUTION OR TO WITHHOLD AUTHORITY TO VOTE FOR ANY NOMINEE BY INSERTING AN "X" IN THE ABSTAIN BOX.

The Board of Directors of Accenture plc recommends that you vote FOR each of the Company Proposals 1 through 8.

1. Acceptance, in a non-binding vote, of the financial statements for the twelve month period ended August 31, 2012 as presented	☐ FOR	☐ AGAINST	☐ ABSTAIN
2. Re-appointment of the following nominees to the Board of Directors:			
(1) William L. Kimsey	☐ FOR	☐ AGAINST	☐ ABSTAIN
(2) Robert I. Lipp	☐ FOR	☐ AGAINST	☐ ABSTAIN
(3) Pierre Nanterme	☐ FOR	☐ AGAINST	☐ ABSTAIN
(4) Gilles C. Pélisson	☐ FOR	☐ AGAINST	☐ ABSTAIN
(5) Wulf von Schimmelmann	☐ FOR	☐ AGAINST	☐ ABSTAIN
3. Ratification, in a non-binding vote, of appointment of KPMG as independent registered public accounting firm for the 2013 fiscal year and authorization, in a binding vote, of the Board, acting through the Audit Committee, to determine KPMG's remuneration	☐ FOR	☐ AGAINST	☐ ABSTAIN
4. Approval, in a non-binding vote, of the compensation of the named executive officers	☐ FOR	☐ AGAINST	☐ ABSTAIN
5. Approval of an amendment to the Accenture plc 2010 Share Incentive Plan	☐ FOR	☐ AGAINST	☐ ABSTAIN
6. Authorization to hold the 2014 annual general meeting of shareholders of Accenture plc at a location outside of Ireland	☐ FOR	☐ AGAINST	☐ ABSTAIN
7. Authorization of Accenture to make open-market purchases of Accenture plc Class A ordinary shares	☐ FOR	☐ AGAINST	☐ ABSTAIN
8. Determination of the price range at which Accenture plc can re-issue shares that it acquires as treasury stock	☐ FOR	☐ AGAINST	☐ ABSTAIN

The Board of Directors of Accenture plc recommends that you vote AGAINST Proposal 9.

9. Shareholder proposal: report on lobbying practices	☐ FOR	☐ AGAINST	☐ ABSTAIN

☐ Please check this box if you plan to attend the 2013 annual general meeting of shareholders.

IMPORTANT—THIS PROXY MUST BE SIGNED AND DATED ON THE REVERSE SIDE.

Exhibit C-2 "SEC Filings"

Applicant is a unit of Accenture PLC, a publicly traded company listed on the NYSE (symbol: ACN). Applicant does not maintain separate financial statements. Attached below are the most recent 10-K/8-K filings of Accenture PLC. SEC filings of Accenture PLC are also available in the Investor Relations section of Accenture's web site, www.accenture.com.

Accenture_10K_20131029.pdf

Accenture_8K_20140512.pdf

Accenture_8K_20140507.pdf

Accenture_8K_20140327.pdf

Accenture_8K_20140130.pdf

Accenture_8K_20140114.pdf

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-K

(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended August 31, 2013
OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 for the transition period from to**

Commission File Number: 001-34448

Accenture plc

(Exact name of registrant as specified in its charter)

Ireland	**98-0627530**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

1 Grand Canal Square,
Grand Canal Harbour,
Dublin 2, Ireland
(Address of principal executive offices)
(353) (1) 646-2000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Name of each exchange on which registered**
Class A ordinary shares, par value $0.0000225 per share	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
Class X ordinary shares, par value $0.0000225 per share
(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☑ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☑	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☑

The aggregate market value of the common equity of the registrant held by non-affiliates of the registrant on February 28, 2013 was approximately $48,317,496,293 based on the closing price of the registrant's Class A ordinary shares, par value $0.0000225 per share, reported on the New York Stock Exchange on such date of $74.36 per share and on the par value of the registrant's Class X ordinary shares, par value $0.0000225 per share.

The number of shares of the registrant's Class A ordinary shares, par value $0.0000225 per share, outstanding as of October 15, 2013 was 773,411,718 (which number includes 137,679,446 issued shares held by the registrant). The number of shares of the registrant's Class X ordinary shares, par value $0.0000225 per share, outstanding as of October 15, 2013 was 30,282,564.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive proxy statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A relating to the registrant's Annual General Meeting of Shareholders, to be held on January 30, 2014, will be incorporated by reference in this Form 10-K in response to Items 10, 11, 12, 13 and 14 of Part III. The definitive proxy statement will be filed with the SEC not later than 120 days after the registrant's fiscal year ended August 31, 2013.

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PART I

Disclosure Regarding Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (the "Exchange Act") relating to our operations, results of operations and other matters that are based on our current expectations, estimates, assumptions and projections. Words such as "may," "will," "should," "likely," "anticipates," "expects," "intends," "plans," "projects," "believes," "estimates," "positioned," "outlook" and similar expressions are used to identify these forward-looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Forward-looking statements are based upon assumptions as to future events that may not prove to be accurate. Actual outcomes and results may differ materially from what is expressed or forecast in these forward-looking statements. Risks, uncertainties and other factors that might cause such differences, some of which could be material, include, but are not limited to, the factors discussed below under the section entitled "Risk Factors." Our forward-looking statements speak only as of the date of this report or as of the date they are made, and we undertake no obligation to update them.

Available Information

Our website address is www.accenture.com. We use our website as a channel of distribution for company information. We make available free of charge on the Investor Relations section of our website (http://investor.accenture.com) our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and all amendments to those reports as soon as reasonably practicable after such material is electronically filed with or furnished to the Securities and Exchange Commission (the "SEC") pursuant to Section 13(a) or 15(d) of the Exchange Act. We also make available through our website other reports filed with or furnished to the SEC under the Exchange Act, including our proxy statements and reports filed by officers and directors under Section 16(a) of the Exchange Act, as well as our Code of Business Ethics. Financial and other material information regarding us is routinely posted on and accessible at http://investor.accenture.com. We do not intend for information contained in our website to be part of this Annual Report on Form 10-K.

Any materials we file with the SEC may be read and copied at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC, 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site (http://www.sec.gov) that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC.

In this Annual Report on Form 10-K, we use the terms "Accenture," "we," the "Company," "our" and "us" to refer to Accenture plc and its subsidiaries or, prior to September 1, 2009, to Accenture Ltd and its subsidiaries. All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31.

ITEM 1. BUSINESS

Overview

We are one of the world's leading organizations providing management consulting, technology and outsourcing services, with approximately 275,000 employees; offices and operations in more than 200 cities in 56 countries; and revenues before reimbursements ("net revenues") of $28.56 billion for fiscal 2013.

Our "high performance business" strategy is to use our expertise in consulting, technology and outsourcing to help clients achieve performance at higher levels so they can create sustainable value for their customers and stakeholders. We use our industry and business-process knowledge, our service offering expertise and our insight into, and understanding of, emerging technologies and new business and technology trends to formulate and implement solutions with and for our clients. Our strategy is focused on helping clients improve operational performance, deliver their products and services more effectively and efficiently, and grow their businesses in existing and new markets.

We operate globally with one common brand and business model designed to enable us to provide clients around the world with the same high level of service. Drawing on a combination of industry expertise, functional capabilities, alliances, global resources and technology, we seek to deliver competitively priced, high-value services that help our clients measurably improve business performance. Our global delivery model enables us to provide an end-to-end delivery capability by drawing on our global resources to deliver high-quality, cost-effective solutions to our clients.

In fiscal 2013, we continued to implement a strategy focused on industry and technology differentiation, as well as geographic expansion. We combine our capabilities across management consulting, technology and business process outsourcing to provide differentiated, industry- and function-based, end-to-end business services. We continue to invest in strategic initiatives including analytics, cloud computing, insight-driven health, interactive/digital marketing, mobility and smart grid. In fiscal 2013, these investments included a number of acquisitions in interactive/digital marketing. Our geographic expansion strategy focuses on emerging and mature markets with significant growth potential for us. Our priority emerging markets are the

ASEAN (Association of Southeast Asian Nations) countries, Brazil, China, India, Mexico, the Middle East, Russia, South Africa, South Korea and Turkey.

Consulting, Technology and Outsourcing Services and Solutions

Our business is structured around five operating groups, which together comprise 19 industry groups serving clients in major industries around the world. Our industry focus gives us an understanding of industry evolution, business issues and applicable technologies, enabling us to deliver innovative solutions tailored to each client or, as appropriate, more standardized capabilities to multiple clients.

Our three growth platforms—management consulting, technology and business process outsourcing—are the innovation engines through which we build world-class skills and capabilities; develop our knowledge capital; and create, acquire and manage key assets central to the development of solutions for our clients. The professionals within these areas work closely with those in our operating groups to develop and deliver integrated services and solutions to clients.

Client engagement teams—which typically consist of industry experts, capability specialists and professionals with local market knowledge—leverage the capabilities of our global delivery model to deliver price-competitive services and solutions. In certain instances, our client engagement teams include subcontractors, who supplement our professionals with additional resources in a specific skill, service or product area, as needed.

Operating Groups

The following table shows the current organization of our five operating groups and their 19 industry groups. Our operating groups are our reportable operating segments. We do not allocate total assets by operating group, although our operating groups do manage and control certain assets. For certain historical financial information regarding our operating groups (including certain asset information), as well as financial information by geography (including long-lived asset information), see Note 16 (Segment Reporting) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Groups and Industry Groups

Communications, Media & Technology	Financial Services	Health & Public Service	Products	Resources
• Communications • Electronics & High Tech • Media & Entertainment	• Banking • Capital Markets • Insurance	• Health • Public Service	• Air, Freight & Travel Services • Automotive • Consumer Goods & Services • Industrial Equipment • Infrastructure & Transportation Services • Life Sciences • Retail	• Chemicals • Energy • Natural Resources • Utilities

Communications, Media & Technology

Our Communications, Media & Technology operating group serves the communications, electronics, high technology, media and entertainment industries. Professionals in this operating group help clients accelerate and deliver digital transformation, enhance their business results through industry-specific solutions and seize the opportunities made possible by the convergence of communications, computing and content. Examples of our services include helping clients develop cost-effective operations, create business model innovations, and digitally engage and entertain their customers. Our Communications, Media & Technology operating group comprises the following industry groups:

- ***Communications.*** Our Communications industry group serves most of the world's leading wireline, wireless, cable and satellite communications and service providers. We provide a range of services designed to help our communications clients grow revenues, increase profitability and improve customer satisfaction. We offer a portfolio of consulting, technology and outsourcing services designed to address major business and operational issues related to sales and service channels, billing and revenue management, new product innovation, network services, corporate and enterprise functions and information technology. Our Communications industry group represented approximately 54% of our Communications, Media & Technology operating group's net revenues in fiscal 2013.
- ***Electronics & High Tech.*** Our Electronics & High Tech industry group serves the following industries: information and communications technology, software, semiconductor, consumer electronics, aerospace and defense, and medical equipment. We provide services in areas such as strategy, enterprise resource management, customer relationship management, integrated mobile services, embedded software services, product lifecycle management, sales transformation, digital marketing services, supply chain management, and merger/acquisition integration. Our Electronics & High Tech industry group represented approximately 35% of our Communications, Media & Technology operating group's net revenues in fiscal 2013.

- ***Media & Entertainment.*** Our Media & Entertainment industry group serves the broadcast, entertainment, print, publishing and Internet/social media industries. We provide a wide range of digital services, including video solutions, marketing, performance advertising, intellectual property management, and content and media technologies designed to help clients effectively manage, access, distribute, sell and protect content across multiple platforms and devices. We also provide additional comprehensive turn-key solutions that help content owners and distributors adapt business processes and systems to enable digital monetization.

Financial Services

Our Financial Services operating group serves the banking, capital markets and insurance industries. Professionals in this operating group work with clients in a dynamic global market environment to address growth, cost and profitability pressures, industry consolidation, regulatory changes and the need to continually adapt to new technologies. We offer services designed to help our clients increase cost efficiency, grow their customer base, manage risk and transform their operations. Our Financial Services operating group comprises the following industry groups:

- ***Banking.*** Our Banking industry group works with retail and commercial banks, mortgage lenders and diversified financial enterprises. We help these organizations execute strategies to lower costs; acquire and retain customers; expand product and service offerings; manage risks; comply with new regulations; and leverage new technologies and distribution channels. We also provide software and services to improve the performance of our clients' core banking, credit and payments operations. Our Banking industry group represented approximately 51% of our Financial Services operating group's net revenues in fiscal 2013.
- ***Capital Markets.*** Our Capital Markets industry group helps investment banks, broker/dealers, asset management firms, depositories, exchanges and clearing and settlement organizations by providing consulting and outsourcing services to improve business performance. We also help clients develop and implement trading, wealth and asset-management, and market infrastructure systems and solutions.
- ***Insurance.*** Our Insurance industry group helps property and casualty insurers, life insurers, reinsurance firms and insurance brokers improve business processes, modernize their technologies and improve the quality and consistency of risk underwriting decisions. We offer claims and policy management software and services designed to enable better customer service while optimizing costs and delivering products faster. We also provide outsourcing solutions designed to help insurers improve working capital and cash flow, deliver cost savings and enhance long-term growth. Our Insurance industry group represented approximately 32% of our Financial Services operating group's net revenues in fiscal 2013.

Health & Public Service

Our Health & Public Service operating group serves healthcare payers and providers, as well as government departments and agencies, public service organizations, educational institutions and non-profit organizations around the world. The group's service offerings and research-based insights are designed to help clients deliver better social, economic and health outcomes to the people they serve. Our Health & Public Service operating group comprises the following industry groups:

- ***Health.*** Our Health industry group works with healthcare providers, such as hospitals, public health systems, policy-making authorities, health insurers (payers) and industry organizations and associations around the world to improve the quality, accessibility and productivity of healthcare. Our key industry business services address a variety of areas, including clinical services, such as electronic medical records; health management and administration services, such as health insurance exchanges; claims excellence/cost containment, and improving and connecting health information technology systems. Our Health industry group represented approximately 31% of our Health & Public Service operating group's net revenues in fiscal 2013.
- ***Public Service.*** Our Public Service industry group helps governments position themselves for the future by transforming the way they deliver public services and engage with citizens. We provide services designed to help them increase the efficiency of their operations, improve service delivery to citizens and reduce their overall costs. We work primarily with defense departments and military forces; public safety authorities, such as police forces and border management agencies; justice departments; human services agencies; educational institutions, such as universities; non-profit organizations; and postal, customs, revenue and tax agencies. Our clients include national, state and local-level governments as well as multilateral organizations. Our Public Service industry group represented approximately 69% of our Health & Public Service operating group's net revenues in fiscal 2013. In addition, our work with clients in the U.S. federal government represented approximately 28% of our Health & Public Service operating group's net revenues in fiscal 2013.

Products

Our Products operating group serves a set of increasingly interconnected consumer-relevant industries. Our Products operating group comprises the following industry groups:

- ***Air, Freight & Travel Services.*** Our Air, Freight & Travel Services industry group serves airlines, freight and logistics companies, and travel services companies, including hotels, tour operators, rental car companies and cruise operators. We help clients address organizational effectiveness by developing and implementing more efficient networks, optimizing back-office functions, integrating supply chains, developing procurement strategies and building improved customer relationship management capabilities. We also offer industry-specific solutions, such as Navitaire for the airline industry and a proprietary end-to-end shipment management solution for the freight and logistics industry. For hospitality and travel services companies, we provide services ranging from multichannel commerce and global personalization services to transforming and automating back-office functions such as IT and finance and accounting.
- ***Automotive.*** Our Automotive industry group works with original equipment manufacturers and suppliers. We help clients respond to the evolving needs of their customers with offerings that range from in-vehicle infotainment to customer-centered sales and marketing. In addition, our global capabilities are designed to improve efficiencies and drive value in areas including global manufacturing, aftersales and services and product lifecycle optimization.
- ***Consumer Goods & Services.*** Our Consumer Goods & Services industry group serves food and beverage, alcoholic beverage, household goods, personal care, tobacco, fashion/apparel, agribusiness and consumer health companies around the world. Our offerings are designed to help companies improve their performance by addressing core IT, enterprise services, channel and sales management, consumer engagement, working capital productivity improvement and supply chain collaboration. We also help clients build operating models that support end-to-end processes needed to improve business results.
- ***Industrial Equipment.*** Our Industrial Equipment industry group serves the industrial and electrical equipment, automotive supplier, consumer durable and heavy equipment industries. We help our clients increase operating and supply chain efficiencies by improving processes and leveraging technology, and also help clients generate value from strategic mergers and acquisitions. In addition, our Industrial Equipment industry group develops and deploys solutions in the areas of cloud computing, product lifecycle management, channel management, collaborative product design, remote field maintenance, enterprise application integration and outsourcing.
- ***Infrastructure & Transportation Services.*** Our Infrastructure & Transportation Services industry group serves companies in the construction, infrastructure management (ports, airports, seaports and road-tolling facilities) and mass transportation industries. We help clients develop and implement strategies and solutions designed to improve their information technology and customer relationship management capabilities, operate more efficient networks, integrate supply chains, develop procurement and electronic business marketplace strategies, and more effectively manage maintenance, repair and overhaul processes and expenses—all in the context of increasing priorities around mobility services and sustainability.
- ***Life Sciences.*** Our Life Sciences industry group works with pharmaceutical, medical technology and biotechnology companies. We provide services in large-scale business and technology transformation, business performance improvement, post-merger integration, and business process and technology outsourcing. Our life sciences expertise covers the key business areas of research and development, marketing and sales/commercial services, supply chain, manufacturing and select back-office functions.
- ***Retail.*** Our Retail industry group serves a wide range of companies, including supermarkets, hardline retailers, mass-merchandise discounters, department stores, and fashion and other specialty retailers. We provide offerings designed to help retailers become integrated digital enterprises and provide a seamless shopping experience across multiple channels for their customers. We use analytics to revamp traditional approaches to marketing, pricing, promotion, assortment and fulfillment.

Resources

Our Resources operating group serves the chemicals, energy, forest products, metals and mining, utilities and related industries. Market conditions are driving energy companies to seek new ways of creating value for shareholders; deregulation and climate change are fundamentally reforming the utilities industry and yielding cross-border opportunities; and there is an intensive focus on productivity and portfolio management in the chemicals and natural resources industries. We work with clients to address all of these challenges and to create solutions designed to help them differentiate themselves in the marketplace, gain competitive advantage and manage their large-scale capital investments. We also work with clients across all industry groups on sustainability to help them meet emission targets and increase energy efficiency. Our Resources operating group comprises the following industry groups:

- ***Chemicals.*** Our Chemicals industry group works with a wide cross-section of industry segments, including petrochemicals, specialty chemicals, polymers and plastics, gases and agricultural chemicals, among others. We help chemical companies develop and implement new business strategies, redesign business processes, manage complex change initiatives, and integrate processes and technologies to achieve higher levels of performance.
- ***Energy.*** Our Energy industry group serves a wide range of companies in the oil and gas industry, including upstream, downstream, oil services and clean-energy companies. We help our clients optimize production, manage their hydrocarbon and non-hydrocarbon supply chains, streamline marketing operations and realize the potential of third-party enterprise-wide technology solutions. Our Energy industry group represented approximately 33% of our Resources operating group's net revenues in fiscal 2013.
- ***Natural Resources.*** Our Natural Resources industry group serves the metals, mining, forest products and building materials industries. We help our clients—which primarily include mining companies in the coal, iron ore, copper and precious metals sectors, as well as steel and aluminum producers—develop and execute innovative strategies, improve operations and reduce risk.
- ***Utilities.*** Our Utilities industry group works with electric, gas and water utilities around the world to respond to an evolving marketplace. Our services and solutions enable transformation across the entire value chain for generation and energy markets, transmission and distribution, retail and customer operations. These offerings include customer relationship management, workforce enablement, smart-grid development, supply chain optimization, and trading and risk management. Accenture's capabilities additionally support corporate services and outsourcing for our utilities clients. Our Utilities industry group represented approximately 32% of our Resources operating group's net revenues in fiscal 2013.

Growth Platforms

Our management consulting, technology and business process outsourcing ("BPO") growth platforms are the skill-based innovation engines through which we build world-class skills and capabilities; develop our knowledge capital; and create, acquire and manage key assets central to the development of solutions for our clients. The professionals within these areas work closely with those in our operating groups to develop and deliver integrated services and solutions to clients.

Management Consulting

Our management consulting growth platform is responsible for the development and delivery of our strategic, operational, functional, industry, process and change consulting capabilities, working closely with the professionals in our operating groups and the other growth platforms. Our management consulting professionals help large, complex organizations design and execute changes to their business and operating models, either for one or more business units or across the entire organization. This growth platform comprises seven function-based service areas, as well as industry-focused teams of management consulting professionals with deep skills in the numerous industry segments that we serve. The majority of management consulting professionals have a primary focus on either one of the seven service areas or on an industry, with a secondary focus on the other (i.e., industry or service area).

The service areas are as follows:

- ***Finance & Enterprise Performance.*** The professionals in Finance & Enterprise Performance work with our clients' finance and business unit executives to develop financial transaction processing, corporate finance and business performance reporting capabilities. Among the services we provide are strategic consulting on the design and structure of the finance function and the establishment of shared service centers for multiple business functions. Our finance capability services also address revenue cycle management, billing, credit and collection effectiveness, electronic invoicing and settlement, tax processing, treasury operations, trading operations, lending and debt recovery, real estate optimization and benchmarking. Our performance management services address shareholder value targeting, scorecard and performance metrics development, performance reporting solutions and applied business analytics to improve profitability. Our professionals work with finance executives to develop and implement solutions designed to help them

align their companies' investments with their business objectives and establish security relating to the exchange of information with reporting institutions.

- ***Operations.*** The professionals in Operations work with clients across a broad range of industries to develop and implement measurable, lasting improvements in all aspects of operations to enable profitable growth in new and existing markets. Our professionals combine global industry expertise and skills in a variety of areas, including operations and process transformation; sourcing and procurement; innovation and product development; manufacturing strategy and operations; service strategy and operations; integrated planning and fulfillment; and supply chain education. We work with clients to help align underlying process and operating models to support business strategies; optimize global operations; support profitable product launches; and enhance the skills and capabilities of the operations and supply chain workforce.
- ***Risk Management.*** The professionals in Risk Management work with clients to develop risk management capabilities to help protect and grow the economic value of their organizations. Our Risk Management services help our clients align business strategy and risk capabilities to evaluate market options and drive profitable growth; develop a risk-conscious culture across their organizations; adapt to industry and geographic regulations to drive positive business impact; and develop capabilities to collect, model and analyze business information for better risk-based decision-making.
- ***Sales & Customer Services.*** The professionals in Sales & Customer Services (formerly Customer Relationship Management) help companies acquire, develop and retain more profitable customer relationships to accelerate growth, improve sales and profitability, and reduce sales operations and customer service costs. We offer a full range of capabilities that address every aspect of sales and post-sales customer service, including pricing strategy and profitability assessment, customer analytics, direct and indirect salesforce performance improvement, customer service, field support and customer contact operations.
- ***Strategy.*** Our Strategy professionals combine their strategy and operating model experience to help clients turn insights into results at both the enterprise and business unit level. With deep skills and capabilities in corporate strategy, corporate restructuring, growth and innovation strategies, mergers and acquisitions, and merger integration, we help clients develop and execute pragmatic ways to transform organizations and drive sustained high performance.
- ***Sustainability.*** Our Sustainability professionals work with clients to integrate sustainability approaches into their business strategies, operating models, critical processes and infrastructure, including technical operations and support, to help them balance positive economic, environmental and social impact.
- ***Talent & Organization.*** The professionals in Talent & Organization work with clients on a wide range of talent management, human resources, organizational effectiveness, human capital, learning and change issues to deliver improved business and operational results. Our integrated approach and end-to-end capabilities include services and solutions in organization and change management, human resources transformation, learning and collaboration, organizational performance management, talent management and overall transformation of key workforces. We help companies and governments improve the efficiency and effectiveness of talent and organization capabilities while lowering associated costs; deliver improvements in employee, workforce and business performance; improve the efficiency and effectiveness of the human resources function and transform organizations through project-, program- and enterprise-level change management.

In addition to our function-based service areas, we have specialized teams that provide industry-specific management consulting services, which draw from our functional service areas but are customized and adapted to each industry. The majority of our management consultants—whether in a function-based service area or on an industry management consulting team—have a specific industry alignment, underscoring the strength of our industry assets and experience.

Technology

Our technology growth platform comprises three service areas: systems integration consulting, technology consulting and technology outsourcing.

Systems Integration Consulting

Our systems integration consulting services and solutions include:

- ***Enterprise Solutions and Enterprise Resource Planning ("ERP").*** We implement a variety of application software—including SAP, Oracle, Salesforce.com and Workday, among others—to consolidate operations, streamline business processes, connect geographies and manage and exploit data to make more informed business decisions.
- ***Industry and Functional Solutions.*** We provide clients with industry and functional solutions that streamline, integrate and manage business processes, systems and information, based on other vendors' software assets or our own assets. These are typically "add-ons" to our clients' core ERP systems or software to support industry-unique functions such as trading solutions and billing systems. From design to implementation, these end-to-end services help our clients improve

analytics-based decision-making, financial management, customer service excellence, supply chain management and human resource management.

- ***Information Management Services.*** We provide services to help organizations manage the full range of their information needs to improve data quality, enhance decision-making capabilities and meet compliance requirements across social media, cloud and mobile platforms, as well as legacy environments. Our services include business intelligence; content management and portals; data management; and data quality solutions.
- ***Custom Solutions.*** With deep skills and expertise in both J2EE (Java-based) and .NET technology architectures, we work with clients to develop custom solutions that meet unique business needs, often using open-source technology products and platforms.
- ***Microsoft Solutions.*** Together with our alliance partner Microsoft and our Avanade subsidiary, we develop and deliver cost-efficient, innovative business solutions across the Microsoft platform and full set of software, leveraging our deep industry expertise and practical applications of technologies. We have also helped a significant number of clients implement Microsoft's BPOS (Business Productivity Online Standard Suite) and other cloud-based tools using Microsoft's Azure platform.

Technology Consulting

Our key technology consulting services and solutions include:

- ***Information Technology ("IT") Strategy.*** We help client CEOs and CIOs link IT investments to business results and help manage those investments to ensure that the planned business impact is achieved. We also help CIOs transform how IT works, both internally and with business partners, so that IT is "run like a business" to deliver high performance.
- ***Infrastructure Consulting.*** We provide solutions to help clients optimize their IT infrastructures—whether on-premise, in the cloud, or a hybrid—while reducing costs. From virtualization of servers and desktops and service integration, to data center operations engineering and enterprise network design and implementation, our services are designed to enable clients to rationalize, standardize, optimize, secure and transform their IT infrastructures for improved performance of mission-critical business processes, applications and end-users.
- ***IT Security Consulting.*** We help clients integrate security into key business processes and implement security tools and processes so they can become more agile in response to changing market forces and evolving threats. Working with us, our clients are better able to secure data and applications, protect identities, address threats and vulnerabilities, and meet compliance demands while reducing costs and improving efficiency.
- ***Application Modernization and Optimization.*** We specialize in defining and executing strategies that transform our clients' application portfolios into rationalized, flexible, cost-efficient and reliable assets. Our services and solutions help clients define and implement innovative approaches to extending the useful life of legacy applications at a significantly reduced cost or help to retire platforms and replace them with more modern, sustainable solutions.

Technology Outsourcing

Our approach to technology outsourcing goes beyond traditional cost-cutting measures to help clients improve the total performance of application and infrastructure development and maintenance. We provide a full range of application outsourcing and infrastructure outsourcing services and solutions:

- ***Application Outsourcing.*** We provide a wide array of application outsourcing services under flexible arrangements, managing custom or packaged software applications—including enterprise-wide applications such as SAP and Oracle—over their complete development and maintenance lifecycles. Our scope of services ranges from standardized, discrete application outsourcing services—including application testing, application management of enterprise-wide software programs, and capacity services—to large-scale application enhancement and development for individual or multiple applications, or an entire portfolio of applications.
- ***Infrastructure Outsourcing.*** We provide ongoing management of clients' IT infrastructure capabilities and functions, with expertise in six service areas: service desk; workplace services; data-center services; network services; security services; and IT spend management. We provide discrete skills (e.g., capacity services) as well as fully managed services. Our services offer clients a more cost-effective, secure and responsive infrastructure that can be scaled and adapted to their business needs.

Accenture helps business leaders and IT leaders define and execute a digital agenda to support their business strategy, harnessing the power of digital technology innovation, including social media, cloud, big data and analytics, and mobility to help the entire organization better compete, innovate and expand. The following initiatives span our three service areas described above:

- ***Cloud Computing.*** We provide cloud services in three areas to help clients improve IT efficiency and agility: we help clients plan, implement and manage services from our provider ecosystem; we develop Software as a Service (SaaS)

solutions built on our proprietary assets; and we provide provisioning, integration and management of services to bridge operations across traditional and cloud environments through the Accenture Cloud Platform. In addition, we help clients implement SaaS, Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) solutions to meet their business needs with the added benefits of increasing flexibility and reducing total cost of ownership. Our cloud methodology and toolset enable delivery of cloud solutions across a wide range of services with leading providers including Amazon Web Services, Google, Microsoft, NetSuite, Oracle, Pivotal, Salesforce.com, SAP, Verizon and Workday.

- ***Mobility Services.*** Accenture helps clients deliver mobility solutions, which are designed to run their businesses more efficiently so they can focus on improving connections with their customers and workforces. We develop and implement enterprise mobile solutions incorporating strategies, applications, and managed services; create and deliver mobile commerce solutions; and help organizations become digital businesses.

Business Process Outsourcing

Our business process outsourcing ("BPO") growth platform provides business process services that help clients drive business value, achieve higher levels of performance and results, and/or reduce costs. Through our BPO services, we manage specific business processes or functions for clients, providing solutions that are more efficient and cost-effective than if the functions were provided in-house while also providing business insight to drive business outcomes.

We offer clients across all industries a variety of BPO services for specific business functions and/or processes, including finance and accounting, human resources, learning and procurement, among others. We also offer industry-specific BPO services, such as credit services, designed to address the unique needs of client organizations and deliver business outcomes. We provide these services on a global basis and across industry sectors through our Global Delivery Network.

Global Delivery Model

A key differentiator is our global delivery model, which allows us to draw on the benefits of using people and other resources from around the world —including scalable, standardized processes, methods and tools; specialized management consulting, business process and technology skills; cost advantages; foreign language fluency; proximity to clients; and time zone advantages—to deliver high-quality solutions. Emphasizing quality, productivity, reduced risk, speed to market and predictability, our global delivery model enables us to provide clients with price-competitive services and solutions.

Our Global Delivery Network continues to be a competitive differentiator for us. As of August 31, 2013, we had more than 182,000 people in our network globally and more than 50 delivery centers around the world.

Alliances

We have sales and delivery alliances with companies whose capabilities complement our own by, among other things, enhancing a service offering, delivering a new technology or helping us extend our services to new geographies. By combining our alliance partners' products and services with our own capabilities and expertise, we create innovative, high-value business solutions for our clients. Most of our alliances are non-exclusive. These alliances can generate significant revenues from services we provide to implement our alliance partners' products as well as revenue from the resale of their products. We also receive as reimbursement some direct payments, which are not material to our business, from our alliance partners to cover costs we incur for marketing and other assistance.

Research and Innovation

We are committed to developing leading-edge ideas. Research and innovation have been major factors in our success, and we believe they will help us continue to grow in the future. We use our investment in research and development—on which we spent $715 million, $560 million and $482 million in fiscal 2013, 2012 and 2011, respectively—to help create, commercialize and disseminate innovative business strategies and technology solutions.

Our research and innovation program is designed to generate early insights into how knowledge can be harnessed to create innovative business solutions for our clients and to develop business strategies with significant value. One component of this is our research and development organization, Accenture Technology Labs, which identifies and develops new technologies that we believe will be the drivers of our clients' growth and enable them to be first to market with unique capabilities.

We also promote the creation of knowledge capital and thought leadership through the Accenture Institute for High Performance. In addition, we spend a significant portion of our research and development investment directly through our operating groups and our consulting, technology and outsourcing growth platforms to develop market-ready solutions for our clients.

Employees

Our most important asset is our people. The diverse and global makeup of our workforce enables us to serve our diverse and global client base. We are deeply committed to the continued development of our employees, who receive significant and focused technical, functional, industry, managerial and leadership skill development and training appropriate for their roles and

levels within our company throughout their careers with us. We seek to reinforce our employees' commitments to our clients, culture and values through a comprehensive performance management system and a career philosophy that rewards both individual performance and teamwork. We strive to maintain a work environment that reinforces collaboration, motivation and innovation and is consistent with our core values and Code of Business Ethics.

As of August 31, 2013, we had approximately 275,000 employees worldwide.

Competition

We operate in a highly competitive and rapidly changing global marketplace and compete with a variety of organizations that offer services competitive with those we offer. Our competitors include:

- large multinational providers, including the services arms of large global technology providers (hardware, equipment and software), that offer some or all of the services that we do;
- off-shore service providers in lower-cost locations, particularly in India, the Philippines and China, that offer services similar to those we offer, often at highly competitive prices and on more aggressive contractual terms;
- accounting firms that have expanded or are in the process of expanding, including through acquisitions, their consulting services in areas that compete with us;
- niche solution or service providers or local competitors that compete with us in a specific geographic market, industry segment or service area, including companies that provide new or alternative products, services or delivery models; and
- in-house departments of large corporations that use their own resources, rather than engage an outside firm for the types of services we provide.

Our revenues are derived primarily from Fortune Global 500 and Fortune 1000 companies, medium-sized companies, governments, government agencies and other enterprises. We believe that the principal competitive factors in the industries in which we compete include:

- skills and capabilities of people;
- technical and industry expertise;
- innovative service and product offerings;
- ability to add business value and improve performance;
- reputation and client references;
- contractual terms, including competitive pricing;
- ability to deliver results reliably and on a timely basis;
- scope of services;
- service delivery approach;
- quality of services and solutions;
- availability of appropriate resources; and
- global reach and scale, including level of presence in key emerging markets.

Our clients typically retain us on a non-exclusive basis.

Intellectual Property

We provide value to our clients based in part on a differentiated range of proprietary inventions, methodologies, software, reusable knowledge capital and other intellectual property. We recognize the increasing value of intellectual property in the marketplace and create, harvest, and protect this intellectual property. We leverage patent, trade secret, copyright and trademark laws as well as contractual arrangements to protect our intellectual property. We have also established policies to respect the intellectual property rights of third parties, such as our clients, partners and others.

As of August 31, 2013, we had 2,632 patent applications pending in the United States and other jurisdictions and had been issued 855 U.S. patents and 1,000 non-U.S. patents.

Trademarks appearing in this report are the trademarks or registered trademarks of Accenture Global Services Ltd or third parties, as applicable.

Organizational Structure

Accenture plc is an Irish public limited company with no material assets other than Class I common shares in its subsidiary, Accenture SCA, a Luxembourg partnership limited by shares ("Accenture SCA"). Accenture plc's only business is to hold these

shares. Accenture plc owns a majority voting interest in Accenture SCA. As the general partner of Accenture SCA and as a result of Accenture plc's majority voting interest in Accenture SCA, Accenture plc controls Accenture SCA's management and operations and consolidates Accenture SCA's results in its Consolidated Financial Statements. We operate our business through subsidiaries of Accenture SCA. Accenture SCA generally reimburses Accenture plc for its expenses but does not pay Accenture plc any fees.

History

Prior to our transition to a corporate structure in fiscal 2001, we operated as a series of related partnerships and corporations under the control of our partners. In connection with our transition to a corporate structure, our partners generally exchanged all of their interests in these partnerships and corporations for Accenture Ltd Class A common shares or, in the case of partners in certain countries, Accenture SCA Class I common shares or exchangeable shares issued by Accenture Canada Holdings Inc., an indirect subsidiary of Accenture SCA. Generally, partners who received Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares also received a corresponding number of Accenture Ltd Class X common shares, which entitled their holders to vote at Accenture Ltd shareholder meetings but did not carry any economic rights. The combination of the Accenture Ltd Class X common shares and the Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares gave these partners substantially similar economic and governance rights as holders of Accenture Ltd Class A common shares.

On June 10, 2009, Accenture plc was incorporated in Ireland, as a public limited company, in order to effect moving the place of incorporation of our parent holding company from Bermuda to Ireland (the "Transaction"). The Transaction was completed on September 1, 2009, at which time Accenture Ltd, our predecessor holding company, became a wholly owned subsidiary of Accenture plc and Accenture plc became our parent holding company. Accenture Ltd was dissolved on December 29, 2009.

On December 1, 2012, we ceased using the designation "senior executive." The majority of our leaders are now designated "managing directors," and a select group of our most experienced leaders are "senior managing directors." Managing directors and senior managing directors, along with members of the Accenture global management committee (the Company's primary management and leadership team, which consists of 17 of our most senior leaders), comprise "Accenture Leadership."

The selected financial data included in Item 6, "Selected Financial Data," of this report with respect to periods prior to September 1, 2009 reflect the consolidated operations of Accenture Ltd (the predecessor registrant of Accenture plc) and its subsidiaries. The Consolidated Financial Statements included in this report reflect the ownership interests in Accenture SCA and Accenture Canada Holdings Inc. held by certain of our current and former members of Accenture Leadership as noncontrolling interests. The noncontrolling ownership interests percentage was 6% as of August 31, 2013.

Accenture plc Class A and Class X Ordinary Shares

Each Class A ordinary share and each Class X ordinary share of Accenture plc entitles its holder to one vote on all matters submitted to a vote of shareholders of Accenture plc. A Class X ordinary share does not, however, entitle its holder to receive dividends or to receive payments upon a liquidation of Accenture plc. As described above under "—History," Class X ordinary shares generally provide the holders of Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares with a vote at Accenture plc shareholder meetings that is equivalent to the voting rights held by Accenture plc Class A ordinary shareholders, while their economic rights consist of interests in Accenture SCA Class I common shares or in Accenture Canada Holdings Inc. exchangeable shares.

Under its memorandum and articles of association, Accenture plc may redeem, at its option, any Class X ordinary share for a redemption price equal to the nominal value of the Class X ordinary share, or $0.0000225 per share. Accenture plc, as successor to Accenture Ltd, has separately agreed with the original holders of Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares not to redeem any Class X ordinary share of such holder if the redemption would reduce the number of Class X ordinary shares held by that holder to a number that is less than the number of Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares owned by that holder. Accenture plc will redeem Class X ordinary shares upon the redemption or exchange of Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares so that the aggregate number of Class X ordinary shares outstanding at any time does not exceed the aggregate number of Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares outstanding. Class X ordinary shares are not transferable without the consent of Accenture plc.

A transfer of Accenture plc Class A ordinary shares effected by transfer of a book-entry interest in The Depository Trust Company will not be subject to Irish stamp duty. Other transfers of Accenture plc Class A ordinary shares may be subject to Irish stamp duty (currently at the rate of 1% of the price paid or the market value of the Class A ordinary shares acquired, if higher) payable by the buyer.

Accenture SCA Class I Common Shares

Only Accenture and the current and former members of Accenture Leadership and their permitted transferees hold Accenture SCA Class I common shares. Each Class I common share entitles its holder to one vote on all matters submitted to the shareholders

of Accenture SCA and entitles its holder to dividends and liquidation payments. As of October 15, 2013, Accenture holds a voting interest of approximately 94% of the aggregate outstanding Accenture SCA Class I common shares entitled to vote, with the remaining 6% of the voting interest held by the current and former members of Accenture Leadership and their permitted transferees.

Accenture SCA is obligated, at the option of the holder, to redeem any outstanding Accenture SCA Class I common share at a redemption price per share generally equal to its current market value as determined in accordance with Accenture SCA's articles of association. Under Accenture SCA's articles of association, the market value of a Class I common share that is not subject to transfer restrictions will be deemed to be equal to (i) the average of the high and low sales prices of an Accenture plc Class A ordinary share as reported on the New York Stock Exchange (or on such other designated market on which the Class A ordinary shares trade), net of customary brokerage and similar transaction costs, or (ii) if Accenture plc sells its Class A ordinary shares on the date that the redemption price is determined (other than in a transaction with any employee or an affiliate or pursuant to a preexisting obligation), the weighted average sales price of an Accenture plc Class A ordinary share on the New York Stock Exchange (or on such other market on which the Class A ordinary shares primarily trade), net of customary brokerage and similar transaction costs. Accenture SCA may, at its option, pay this redemption price with cash or by delivering Accenture plc Class A ordinary shares on a one-for-one basis. In order to maintain Accenture plc's economic interest in Accenture SCA, Accenture plc generally will acquire additional Accenture SCA common shares each time additional Accenture plc Class A ordinary shares are issued.

Except in the case of a redemption of Class I common shares or a transfer of Class I common shares to Accenture plc or one of its subsidiaries, Accenture SCA's articles of association provide that Accenture SCA Class I common shares may be transferred only with the consent of the general partner of Accenture SCA. In addition, all holders of Class I common shares (except Accenture) are precluded from having their shares redeemed by Accenture SCA or transferred to Accenture SCA, Accenture plc or a subsidiary of Accenture plc at any time or during any period when Accenture SCA determines, based on the advice of counsel, that there is material non-public information that may affect the average price per share of Accenture plc Class A ordinary shares, if the redemption would be prohibited by applicable law, during an underwritten offering due to an underwriters lock-up or during the period from the announcement of a tender offer by Accenture SCA or its affiliates for Accenture SCA Class I common shares until the expiration of ten business days after the termination of the tender offer (other than to tender the holder's Accenture SCA Class I common shares in the tender offer).

Accenture Canada Holdings Inc. Exchangeable Shares

Holders of Accenture Canada Holdings Inc. exchangeable shares may exchange their shares for Accenture plc Class A ordinary shares at any time on a one-for-one basis. Accenture may, at its option, satisfy this exchange with cash at a price per share generally equal to the market price of an Accenture plc Class A ordinary share at the time of the exchange. Each exchangeable share of Accenture Canada Holdings Inc. entitles its holder to receive distributions equal to any distributions to which an Accenture plc Class A ordinary share entitles its holder. The exchange of all of the outstanding Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares would not have a material impact on the equity ownership position of Accenture or the other shareholders of Accenture SCA.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this report, you should carefully consider the following factors which could materially adversely affect our business, financial condition, results of operations (including revenues and profitability) and/or stock price. Our business is also subject to general risks and uncertainties that may broadly affect companies, including us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also could materially adversely affect our business, financial condition, results of operations or stock price.

Our results of operations could be adversely affected by volatile, negative or uncertain economic conditions and the effects of these conditions on our clients' businesses and levels of business activity.

Global macroeconomic conditions affect our clients' businesses and the markets they serve. Volatile, negative or uncertain economic conditions in our significant markets have undermined and could in the future undermine business confidence in our significant markets or in other markets and cause our clients to reduce or defer their spending on new initiatives and technologies, or may result in clients reducing, delaying or eliminating spending under existing contracts with us, which would negatively affect our business. Growth in the markets we serve could be at a slow rate, or could stagnate or contract, in each case, for an extended period of time. Differing economic conditions and patterns of economic growth and contraction in the geographical regions in which we operate and the industries we serve have affected and may in the future affect demand for our services. For example, revenue growth in local currency during fiscal 2013 was lower than we expected due, in large part, to lower than expected demand, particularly in certain geographies experiencing challenging macroeconomic conditions, such as certain countries in Europe and in Brazil. A material portion of our revenues and profitability is derived from our clients in Europe and North America. Weak demand or a slower than expected recovery in these markets could have a material adverse effect on our results of operations. In addition, an economic slowdown in key emerging markets, where we typically grow faster than in more mature markets, also

could adversely affect our results of operations, as we experienced. Ongoing economic volatility and uncertainty and changing demand patterns affect our business in a number of other ways, including making it more difficult to accurately forecast client demand and effectively build our revenue and resource plans, particularly in consulting. This could result, for example, in us having to use involuntary terminations as means to keep our supply of skills and resources in balance.

Economic volatility and uncertainty is particularly challenging because it may take some time for the effects and changes in demand patterns resulting from these and other factors to manifest themselves in our business and results of operations. Changing demand patterns from economic volatility and uncertainty could have a significant negative impact on our results of operations.

Our business depends on generating and maintaining ongoing, profitable client demand for our services and solutions, and a significant reduction in such demand could materially affect our results of operations.

Our revenue and profitability depend on the demand for our services with favorable margins, which could be negatively affected by numerous factors, many of which are beyond our control and unrelated to our work product. As described above, volatile, negative or uncertain global economic conditions and lower growth in the markets we serve have adversely affected and could in the future adversely affect client demand for our services and solutions. In addition, as new technologies become available, such as Software as a Service (SaaS), which continually change the nature of our business, clients may slow spending on legacy technologies in anticipation of implementing these new technologies. Developments in the industries we serve, which may be rapid, also could shift demand to new services and solutions. If, as a result of new technologies or changes in the industries we serve, our clients demand new services and solutions, we may be less competitive in these new areas or need to make significant investment to meet that demand. Companies in the industries we serve sometimes seek to achieve economies of scale and other synergies by combining with or acquiring other companies. If one of our current clients merges or consolidates with a company that relies on another provider for its consulting, systems integration and technology, or outsourcing services, we may lose work from that client or lose the opportunity to gain additional work if we are not successful in generating new opportunities from the merger or consolidation. Many of our consulting contracts are less than 12 months in duration, and these contracts typically permit a client to terminate the agreement with as little as 30 days' notice. Longer-term, larger and more complex contracts, such as the majority of our outsourcing contracts, generally require a longer notice period for termination and often include an early termination charge to be paid to us, but this charge might not be sufficient to cover our costs or make up for anticipated ongoing revenues and profits lost upon termination of the contract. Many of our contracts allow clients to terminate, or delay, reduce or eliminate spending on the services and solutions we provide. Additionally, a client could choose not to retain us for additional stages of a project, try to renegotiate the terms of its contract or cancel or delay additional planned work. When contracts are terminated or not renewed, we lose the anticipated revenues, and it may take significant time to replace the level of revenues lost. Consequently, our results of operations in subsequent periods could be materially lower than expected. The specific business or financial condition of a client, changes in management and changes in a client's strategy also are all factors that can result in terminations, cancellations or delays.

If we are unable to keep our supply of skills and resources in balance with client demand around the world and attract and retain professionals with strong leadership skills, our business, the utilization rate of our professionals and our results of operations may be materially adversely affected.

Our success is dependent, in large part, on our ability to keep our supply of skills and resources in balance with client demand around the world and our ability to attract and retain personnel with the knowledge and skills to lead our business globally. Experienced personnel in our industry are in high demand, and competition for talent is intense. We must hire, retain and motivate appropriate numbers of talented people with diverse skills in order to serve clients across the globe, respond quickly to rapid and ongoing technology, industry and macroeconomic developments and grow and manage our business. For example, if we are unable to hire or continually train our employees to keep pace with the rapid and continuing changes in technology and the industries we serve or changes in the types of services clients are demanding, such as the increase in demand for outsourcing services, we may not be able to develop and deliver new services and solutions to fulfill client demand. As we expand our services and solutions, we must also hire and retain an increasing number of professionals with different skills and professional expectations than those of the professionals we have historically hired and retained. Additionally, if we are unable to successfully integrate, motivate and retain these professionals, our ability to continue to secure work in those industries and for our services and solutions may suffer.

We are particularly dependent on retaining members of Accenture Leadership and other experienced managers, and if we are unable to do so, our ability to develop new business and effectively lead our current projects could be jeopardized. We depend on identifying, developing and retaining key employees to provide leadership and direction for our businesses. This includes developing talent and leadership capabilities in emerging markets, where the depth of skilled employees is often limited and competition for these resources is intense. Our geographic expansion strategy in emerging markets depends on our ability to attract, retain and integrate both local business leaders and people with the appropriate skills.

Similarly, our profitability depends on our ability to effectively utilize personnel with the right mix of skills and experience to perform services for our clients, including our ability to transition employees to new assignments on a timely basis. If we are unable to effectively deploy our employees globally on a timely basis to fulfill the needs of our clients, our ability to perform our

work profitably could suffer. If the utilization rate of our professionals is too high, it could have an adverse effect on employee engagement and attrition, the quality of the work performed as well as our ability to staff projects. If our utilization rate is too low, our profitability and the engagement of our employees could suffer. The costs associated with recruiting and training employees are significant. An important element of our global business model is the deployment of our employees around the world, which allows us to move talent as needed, particularly in emerging markets. Therefore, if we are not able to deploy the talent we need because of increased regulation of immigration or work visas, including limitations placed on the number of visas granted, limitations on the type of work performed or location in which the work can be performed, and new or higher minimum salary requirements, it could be more difficult to staff our employees on client engagements and could increase our costs.

Our equity-based incentive compensation plans are designed to reward high-performing personnel for their contributions and provide incentives for them to remain with us. If the anticipated value of such incentives does not materialize because of volatility or lack of positive performance in our stock price, or if our total compensation package is not viewed as being competitive, our ability to attract and retain the personnel we need could be adversely affected. In addition, if we do not obtain the shareholder approval needed to continue granting equity awards under our share plans in the amounts we believe are necessary, our ability to attract and retain personnel could be negatively affected.

There is a risk that at certain points in time and in certain geographical regions, we will find it difficult to hire and retain a sufficient number of employees with the skills or backgrounds to meet current and/or future demand. In these cases, we might need to redeploy existing personnel or increase our reliance on subcontractors to fill certain labor needs, and if not done effectively, our profitability could be negatively impacted. Additionally, if demand for our services were to escalate at a high rate, we may need to adjust our compensation practices, which could put upward pressure on our costs and adversely affect our profitability if we are unable to recover these increased costs. At certain times, however, we may also have more personnel than we need in certain skill sets or geographics. In these situations, we must evaluate voluntary attrition and use reduced levels of new hiring and increased involuntary terminations as means to keep our supply of skills and resources in balance with client demand in those geographies.

The markets in which we compete are highly competitive, and we might not be able to compete effectively.

The markets in which we offer our services are highly competitive. Our competitors include:

- large multinational providers, including the services arms of large global technology providers (hardware, equipment and software), that offer some or all of the services that we do;
- off-shore service providers in lower-cost locations, particularly in India, the Philippines and China, that offer services similar to those we offer, often at highly competitive prices and on more aggressive contractual terms;
- accounting firms that have expanded or are in the process of expanding, including through acquisitions, their consulting services in areas that compete with us;
- niche solution or service providers or local competitors that compete with us in a specific geographic market, industry segment or service area, including companies that provide new or alternative products, services or delivery models; and
- in-house departments of large corporations that use their own resources, rather than engage an outside firm for the types of services we provide.

Some competitors are companies that may have greater financial, marketing or other resources than we do and, therefore, may be better able to compete for new work and skilled professionals.

Even if we have potential offerings that address marketplace or client needs, competitors may be more successful at selling similar services they offer, including to companies that are our clients. Some competitors are more established in certain emerging markets, and that may make executing our geographic expansion strategy in these markets more challenging. Additionally, competitors may also offer more aggressive contractual terms, which may affect our ability to win work. Our future performance is largely dependent on our ability to compete successfully in the markets we currently serve, while expanding into additional markets. If we are unable to compete successfully, we could lose market share and clients to competitors, which could materially adversely affect our results of operations.

In addition, we may face greater competition due to consolidation of companies in the technology sector, through strategic mergers or acquisitions. Consolidation activity may result in new competitors with greater scale, a broader footprint or offerings that are more attractive than ours. For example, there has been a trend toward consolidation among hardware manufacturers, software developers and vendors, and service providers, which has resulted in the convergence of products and services. Over time, our access to such products and services may be reduced as a result of this consolidation. Additionally, vertically integrated companies are able to offer as a single provider more integrated services (software and hardware) to clients than we can in some cases and therefore may represent a more attractive alternative to clients. If buyers of services favor using a single provider for an integrated technology stack, such buyers may direct more business to such competitors, and this could materially adversely affect our competitive position and our results of operations.

We could have liability or our reputation could be damaged if we fail to protect client and/or Accenture data or information systems as obligated by law or contract or if our information systems are breached.

We are dependent on information technology networks and systems to securely process, transmit and store electronic information and to communicate among our locations around the world and with our clients, alliance partners, and vendors. As the breadth and complexity of this infrastructure continue to grow, the potential risk of security breaches and cyberattacks increases. Such breaches could lead to shutdowns or disruptions of our systems and potential unauthorized disclosure of sensitive or confidential information.

In providing services to clients, we often manage, utilize and store sensitive or confidential client or Accenture data, including personal data. As a result, we are subject to numerous laws and regulations designed to protect this information, such as the national laws implementing the European Union Directive on Data Protection and various U.S. federal and state laws governing the protection of health or other personally identifiable information. These laws and regulations are increasing in complexity and number, change frequently and sometimes conflict among the various countries in which we operate. If any person, including any of our employees, negligently disregards or intentionally breaches our established controls with respect to client or Accenture data, or otherwise mismanages or misappropriates that data, we could be subject to significant monetary damages, regulatory enforcement actions, fines and/or criminal prosecution in one or more jurisdictions. These monetary damages might not be subject to a contractual limit of liability or an exclusion of consequential or indirect damages and could be significant. Unauthorized disclosure of sensitive or confidential client or Accenture data, whether through systems failure, employee negligence, fraud or misappropriation, could damage our reputation and cause us to lose clients. Similarly, unauthorized access to or through our information systems or those we develop for our clients, whether by our employees or third parties, including a cyberattack by computer programmers and hackers who may develop and deploy viruses, worms or other malicious software programs, could result in negative publicity, significant remediation costs, legal liability, damage to our reputation and government sanctions and could have a material adverse effect on our results of operations. In addition, our liability insurance might not be sufficient in type or amount to cover us against claims related to security breaches, cyberattacks and other related breaches.

Our results of operations and ability to grow could be materially negatively affected if we cannot adapt and expand our services and solutions in response to ongoing changes in technology and offerings by new entrants.

Our success depends on our ability to continue to develop and implement services and solutions that anticipate and respond to rapid and continuing changes in technology and industry developments and offerings by new entrants to serve the evolving needs of our clients. Current areas of significant change include mobility, cloud-based computing and the processing and analyzing of large amounts of data. Technological developments such as these may materially affect the cost and use of technology by our clients. These technologies, and others that may emerge, could reduce, and over time, replace some of our legacy business. In addition, we have seen some clients delaying spending under existing contracts and engagements and entering into new contracts more slowly while they evaluate the new technologies. Our growth strategy focuses on responding to these types of developments by driving innovation that will enable us to expand our business into new growth areas. If we do not sufficiently invest in new technology and industry developments, or evolve and expand our business at sufficient speed and scale, or if we do not make the right strategic investments to respond to these developments and successfully drive innovation, our services and solutions, our results of operations, and our ability to develop and maintain a competitive advantage and continue to grow could be negatively affected.

In addition, we operate in a quickly evolving environment, in which there currently are, and we expect will continue to be, new technology entrants. New services or technologies offered by competitors or new entrants may make our offerings less differentiated or less competitive, when compared to other alternatives, which may adversely affect our results of operations.

As a result of our geographically diverse operations and our growth strategy to continue geographic expansion, we are more susceptible to certain risks.

We have offices and operations in more than 200 cities in 56 countries around the world. One aspect of our growth strategy is to continue to expand globally, and particularly to seek significant growth in our priority emerging markets. Our growth strategy might not be successful. If we are unable to manage the risks of our global operations and geographic expansion strategy, including international hostilities, natural disasters, security breaches, failure to maintain compliance with our clients' control requirements and multiple legal and regulatory systems, our results of operations and ability to grow could be materially adversely affected. In addition, emerging markets generally involve greater financial and operational risks, such as those described below, than our more mature markets. Negative or uncertain political climates in countries or geographies where we operate could also adversely affect us.

We could be subject to strict restrictions on the movement of cash and the exchange of foreign currencies. In some countries, we could be subject to strict restrictions on the movement of cash and the exchange of foreign currencies, which would limit our ability to use this cash across our global operations. This risk could increase as we continue our geographic expansion in emerging markets, which are more likely to impose these restrictions than more established markets.

International hostilities, terrorist activities, natural disasters, pandemics and infrastructure disruptions could prevent us from effectively serving our clients and thus adversely affect our results of operations. Acts of terrorist violence; political unrest; armed regional and international hostilities and international responses to these hostilities; natural disasters, volcanic eruptions, floods and other severe weather conditions; global health emergencies or pandemics or the threat of or perceived potential for these events; and other acts of god could have a negative impact on us. These events could adversely affect our clients' levels of business activity and precipitate sudden and significant changes in regional and global economic conditions and cycles. These events also pose significant risks to our people and to physical facilities and operations around the world, whether the facilities are ours or those of our alliance partners or clients. By disrupting communications and travel and increasing the difficulty of obtaining and retaining highly skilled and qualified personnel, these events could make it difficult or impossible for us to deliver services to our clients. Extended disruptions of electricity, other public utilities or network services at our facilities, as well as system failures at, or security breaches in, our facilities or systems, could also adversely affect our ability to serve our clients. We might be unable to protect our people, facilities and systems against all such occurrences. We generally do not have insurance for losses and interruptions caused by terrorist attacks, conflicts and wars. If these disruptions prevent us from effectively serving our clients, our results of operations could be adversely affected.

Our global operations expose us to numerous and sometimes conflicting legal and regulatory requirements, and violation of these regulations could harm our business. We are subject to numerous, and sometimes conflicting, legal regimes on matters as diverse as anticorruption, import/export controls, content requirements, trade restrictions, tariffs, taxation, sanctions, immigration, internal and disclosure control obligations, securities regulation, anti-competition, data privacy and protection, wage-and-hour standards, and employment and labor relations. The global nature of our operations, including emerging markets where legal systems may be less developed or understood by us, and the diverse nature of our operations across a number of regulated industries, further increase the difficulty of compliance. Compliance with diverse legal requirements is costly, time-consuming and requires significant resources. Violations of one or more of these regulations in the conduct of our business could result in significant fines, criminal sanctions against us or our officers, prohibitions on doing business and damage to our reputation. Violations of these regulations in connection with the performance of our obligations to our clients also could result in liability for significant monetary damages, fines and/or criminal prosecution, unfavorable publicity and other reputational damage, restrictions on our ability to process information and allegations by our clients that we have not performed our contractual obligations. Due to the varying degrees of development of the legal systems of the countries in which we operate, local laws may not be well developed or provide sufficiently clear guidance and may be insufficient to protect our rights.

In particular, in many parts of the world, including countries in which we operate and/or seek to expand, practices in the local business community might not conform to international business standards and could violate anticorruption laws, or regulations, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Our employees, subcontractors, agents, alliance or joint venture partners, the companies we acquire and their employees, subcontractors and agents, and other third parties with which we associate, could take actions that violate policies or procedures designed to promote legal and regulatory compliance or applicable anticorruption laws or regulations. Violations of these laws or regulations by us, our employees or any of these third parties could subject us to criminal or civil enforcement actions (whether or not we participated or knew about the actions leading to the violations), including fines or penalties, disgorgement of profits and suspension or disqualification from work, including U.S. federal contracting, any of which could materially adversely affect our business, including our results of operations and our reputation.

Changes in laws and regulations could also mandate significant and costly changes to the way we implement our services and solutions or could impose additional taxes on our services and solutions. For example, changes in laws and regulations to limit using off-shore resources in connection with our work or to penalize companies that use off-shore resources, which have been proposed from time to time in various jurisdictions, could adversely affect our results of operations. Such changes may result in contracts being terminated or work being transferred on-shore, resulting in greater costs to us. In addition, these changes could have a negative impact on our ability to obtain future work from government clients.

Our Global Delivery Network is increasingly concentrated in India and the Philippines, which may expose us to operational risks.

Our business model is dependent on our Global Delivery Network, which includes Accenture personnel based at more than 50 delivery centers around the world. While these delivery centers are located throughout the world, we have based large portions of our delivery network in India, where we have the largest number of people in our delivery network located, and the Philippines, where we have the second largest number of people located. Concentrating our Global Delivery Network in these locations presents a number of operational risks, many of which are beyond our control. For example, natural disasters of the type described above, some of which India and the Philippines have experienced and other countries may experience, could impair the ability of our people to safely travel to and work in our facilities and disrupt our ability to perform work through our delivery centers. Additionally, both India and the Philippines have experienced, and other countries may experience, political instability and worker strikes. India in particular has experienced civil unrest and hostilities with neighboring countries, including Pakistan. Military activity or civil hostilities in the future, as well as terrorist activities and other conditions, which are described more fully above, could significantly

disrupt our ability to perform work through our delivery centers. Our business continuity and disaster recovery plans may not be effective, particularly if catastrophic events occur. If any of these circumstances occurs, we have a greater risk that the interruptions in communications with our clients and other Accenture locations and personnel, and any down-time in important processes we operate for clients, could result in a material adverse effect on our results of operations and our reputation in the marketplace.

Our results of operations could materially suffer if we are not able to obtain sufficient pricing to enable us to meet our profitability expectations.

If we are not able to obtain sufficient pricing for our services, our revenues and profitability could materially suffer. The rates we are able to charge for our services are affected by a number of factors, including:

- general economic and political conditions;
- the competitive environment in our industry, as described below;
- our clients' desire to reduce their costs;
- our ability to accurately estimate, attain and sustain contract revenues, margins and cash flows over the full contract period, which includes our ability to estimate the impact of inflation and foreign exchange on our margins over long-term contracts; and
- procurement practices of clients and their use of third-party advisors.

In addition, our profitability with respect to our services and solutions for new technologies may be different when compared to the profitability of our current business, due to factors such as the mix of work and the number of service providers, among others.

The competitive environment in our industry affects our ability to obtain favorable pricing in a number of ways, any of which could have a material negative impact on our results of operations. The less we are able to differentiate our services and solutions and/or clearly convey the value of our services and solutions, the more risk we have that they will be seen as commodities, with price being the driving factor in selecting a service provider. In addition, the introduction of new services or products by competitors could reduce our ability to obtain favorable pricing for the services or products we offer. Competitors may be willing, at times, to price contracts lower than us in an effort to enter the market or increase market share. Further, if competitors develop and implement methodologies that yield greater efficiency and productivity, they may be better positioned to offer services similar to ours at lower prices.

If our pricing estimates do not accurately anticipate the cost, risk and complexity of performing our work or third parties upon whom we rely do not meet their commitments, then our contracts could have delivery inefficiencies and be unprofitable.

Our pricing for our services and solutions is highly dependent on our forecasts and predictions about the level of effort and cost necessary to deliver such services and solutions, which is based on available data and could turn out to be materially inaccurate. If we do not accurately estimate the effort, costs or timing for meeting our contractual commitments and/or completing projects to a client's satisfaction, our contracts could yield lower profit margins than planned, or be unprofitable. Our pricing, cost and profit margin estimates on our consulting and outsourcing work include anticipated long-term cost savings for the client that we expect to achieve and sustain over the life of the contract. We may fail to accurately assess the risks associated with potential contracts. This could result in existing contracts and contracts entered into in the future being less profitable than expected or unprofitable, which could have an adverse effect on our profitability. In addition, contracts used to deliver services and solutions for new technologies might necessitate the use of alternative pricing models, which could negatively impact our profitability. For example, in projects involving our SaaS solutions, revenue is typically generated on a usage basis, which may be more difficult to predict accurately due to our more limited historical data using this new commercial model.

Similarly, if we experience unanticipated delivery difficulties due to our management, the failure of third parties to meet their commitments, or for any other reason, our contracts could yield lower profit margins than planned or be unprofitable. In particular, large and complex arrangements often require that we utilize subcontractors or that our services and solutions incorporate or coordinate with the software, systems or infrastructure requirements of other vendors and service providers, including companies with which we have alliances. Our profitability depends on the ability of these subcontractors, vendors and service providers to deliver their products and services in a timely manner and in accordance with the project requirements, as well as on our effective oversight of their performance. Some of this work involves new technologies, which may not work as intended or may take more effort to implement than initially predicted. In some cases, these subcontractors are small firms, and they might not have the resources or experience to successfully integrate their services or products with large-scale projects or enterprises. In addition, certain client work requires the use of unique and complex structures and alliances, some of which require us to assume responsibility for the performance of third parties whom we do not control. Any of these factors could adversely affect our ability to perform and subject us to additional liabilities, which could have a material adverse effect on relationships with our clients and on our results of operations.

Our work with government clients exposes us to additional risks inherent in the government contracting environment.

Our clients include national, provincial, state and local governmental entities. Our government work carries various risks inherent in the government contracting process. These risks include, but are not limited to, the following:

- Government entities, particularly in the United States, often reserve the right to audit our contract costs and conduct inquiries and investigations of our business practices with respect to government contracts. U.S. government agencies, including the Defense Contract Audit Agency, routinely audit our contract costs, including allocated indirect costs and compliance with the Cost Accounting Standards. These agencies also conduct reviews and investigations and make inquiries regarding our accounting and other systems in connection with our performance and business practices with respect to our government contracts. Negative findings from existing and future audits, investigations or inquiries could affect our future sales and profitability by preventing us, by operation of law or in practice, from receiving new government contracts for some period of time. In addition, if the U.S. government concludes that certain costs are not reimbursable, have not been properly determined or are based on outdated estimates of our work, then we will not be allowed to bill for such costs, may have to refund money that has already been paid to us, or could be required to retroactively and prospectively adjust previously agreed to billing or pricing rates for our work. Negative findings from existing and future audits of our business systems, including our accounting system, may result in the U.S. government preventing us from billing, at least temporarily, a percentage of our costs. As a result of prior negative findings in connection with audits, investigations and inquiries, we have from time to time experienced some of the adverse consequences described above, and may in the future experience adverse consequences, which could materially adversely affect our future results of operations.
- If a government client discovers improper or illegal activities in the course of audits or investigations, we may become subject to various civil and criminal penalties, including those under the civil U.S. False Claims Act, and administrative sanctions, which may include termination of contracts, forfeiture of profits, suspension of payments, fines and suspensions or debarment from doing business with other agencies of that government. The inherent limitations of internal controls may not prevent or detect all improper or illegal activities.
- U.S. government contracting regulations impose strict compliance and disclosure obligations. Disclosure is required if certain company personnel have knowledge of "credible evidence" of a violation of federal criminal laws involving fraud, conflict of interest, bribery or improper gratuity, a violation of the civil U.S. False Claims Act or receipt of a significant overpayment from the government. Failure to make required disclosures could be a basis for suspension and/or debarment from federal government contracting in addition to breach of the specific contract and could also impact contracting beyond the U.S. federal level. Reported matters also could lead to audits or investigations and other civil, criminal or administrative sanctions.
- Government contracts are subject to heightened reputational and contractual risks compared to contracts with commercial clients. For example, government contracts and the proceedings surrounding them are often subject to more extensive scrutiny and publicity. Negative publicity, including an allegation of improper or illegal activity, regardless of its accuracy, may adversely affect our reputation.
- Terms and conditions of government contracts also tend to be more onerous and are often more difficult to negotiate. For example, these contracts often contain high or unlimited liability for breaches and feature less favorable payment terms and sometimes require us to take on liability for the performance of third parties.
- Government entities typically fund projects through appropriated monies. While these projects are often planned and executed as multi-year projects, government entities usually reserve the right to change the scope of or terminate these projects for lack of approved funding and/or at their convenience. Changes in government or political developments, including budget deficits, shortfalls or uncertainties, government spending reductions (e.g., Congressional sequestration of funds under the Budget Control Act of 2011) or other debt constraints, such as those recently experienced in the United States and Europe, could result in our projects being reduced in price or scope or terminated altogether, which also could limit our recovery of incurred costs, reimbursable expenses and profits on work completed prior to the termination. Furthermore, if insufficient funding is appropriated to the government entity to cover termination costs, we may not be able to fully recover our investments.
- Political and economic factors such as pending elections, the outcome of recent elections, changes in leadership among key executive or legislative decision makers, revisions to governmental tax or other policies and reduced tax revenues can affect the number and terms of new government contracts signed or the speed at which new contracts are signed, decrease future levels of spending and authorizations for programs that we bid, shift spending priorities to programs in areas for which we do not provide services and/or lead to changes in enforcement or how compliance with relevant rules or laws is assessed.
- Legislative proposals remain under consideration or could be proposed in the future, which, if enacted, could limit or even prohibit our eligibility to be awarded state or federal government contracts in the United States in the future. Various

U.S. federal and state legislative proposals have been introduced and/or enacted in recent years that deny government contracts to certain U.S. companies that reincorporate or have reincorporated outside the United States. While Accenture was not a U.S. company that reincorporated outside the United States, it is possible that these contract bans and other legislative proposals could be applied in a way to negatively affect Accenture.

The occurrences or conditions described above could affect not only our business with the particular government entities involved, but also our business with other entities of the same or other governmental bodies or with certain commercial clients, and could have a material adverse effect on our business or our results of operations.

Our business could be materially adversely affected if we incur legal liability.

We are subject to, and may become a party to, a variety of litigation or other claims and suits that arise from time to time in the ordinary course of our business. Our business is subject to the risk of litigation involving employees, clients, alliance partners, subcontractors, suppliers, competitors, shareholders, government agencies or others through private actions, class actions, whistleblower claims, administrative proceedings, regulatory actions or other litigation. Regardless of the merits of the claims, the cost to defend current and future litigation may be significant, and such matters can be time-consuming and divert management's attention and resources. The results of litigation and other legal proceedings are inherently uncertain, and adverse judgments or settlements in some or all of these legal disputes may result in materially adverse monetary damages, penalties or injunctive relief against us. Any claims or litigation, even if fully indemnified or insured, could damage our reputation and make it more difficult to compete effectively or to obtain adequate insurance in the future.

For example, we could be subject to significant legal liability and litigation expense if we fail to meet our contractual obligations, or otherwise breach obligations, to third parties, including clients, alliance partners, employees and former employees, and other parties with whom we conduct business, or if our subcontractors breach or dispute the terms of our agreements with them and impede our ability to meet our obligations to our clients. We may enter into agreements with non-standard terms because we perceive an important economic opportunity or because our personnel did not adequately follow our contracting guidelines. In addition, the contracting practices of competitors, along with the demands of increasingly sophisticated clients, may cause contract terms and conditions that are unfavorable to us to become new standards in the marketplace. We may find ourselves committed to providing services or solutions that we are unable to deliver or whose delivery will reduce our profitability or cause us financial loss. If we cannot or do not meet our contractual obligations and if our potential liability is not adequately limited through the terms of our agreements, liability limitations are not enforced or a third party alleges fraud or other wrongdoing to prevent us from relying upon those contractual protections, we might face significant legal liability and litigation expense and our results of operations could be materially adversely affected. A failure of a client's system based on our services or solutions could also subject us to a claim for significant damages that could materially adversely affect our results of operations.

While we maintain insurance for certain potential liabilities, such insurance does not cover all types and amounts of potential liabilities and is subject to various exclusions as well as caps on amounts recoverable. Even if we believe a claim is covered by insurance, insurers may dispute our entitlement to recovery for a variety of potential reasons, which may affect the timing and, if they prevail, the amount of our recovery.

Our results of operations could be materially adversely affected by fluctuations in foreign currency exchange rates.

Although we report our results of operations in U.S. dollars, a majority of our net revenues is denominated in currencies other than the U.S. dollar. Unfavorable fluctuations in foreign currency exchange rates could have a material adverse effect on our results of operations.

Because our consolidated financial statements are presented in U.S. dollars, we must translate revenues, expenses and income, as well as assets and liabilities, into U.S. dollars at exchange rates in effect during or at the end of each reporting period. Therefore, changes in the value of the U.S. dollar against other currencies will affect our net revenues, operating income and the value of balance-sheet items, including intercompany payables and receivables, originally denominated in other currencies. These changes cause our growth in consolidated earnings stated in U.S. dollars to be higher or lower than our growth in local currency when compared against other periods. Our currency hedging program, which is designed to partially offset the impact on consolidated earnings related to the changes in value of certain balance sheet items, might not be successful.

As we continue to leverage our global delivery model, more of our expenses are incurred in currencies other than those in which we bill for the related services. An increase in the value of certain currencies, such as the Indian rupee, against the U.S. dollar could increase costs for delivery of services at off-shore sites by increasing labor and other costs that are denominated in local currency. Our contractual provisions or cost management efforts might not be able to offset their impact, and our currency hedging activities, which are designed to partially offset this impact, might not be successful. This could result in a decrease in the profitability of our contracts that are utilizing delivery center resources. Conversely, a decrease in the value of certain currencies against the U.S. dollar, such as the Indian rupee, could place us at a competitive disadvantage compared to service providers that benefit to a greater degree from such a decrease and can, as a result, deliver services at a lower cost. In addition, our currency hedging activities are themselves subject to risk. These include risks related to counterparty performance under hedging contracts and risks

related to currency fluctuations. We also face risks that extreme economic conditions, political instability, or hostilities or disasters of the type described above could impact or perhaps eliminate the underlying exposures that we are hedging. Such an event could lead to losses being recognized on the currency hedges then in place that are not offset by anticipated changes in the underlying hedge exposure.

Our alliance relationships may not be successful or may change, which could adversely affect our results of operations.

We have alliances with companies whose capabilities complement our own. A very significant portion of our services and solutions are based on technology or software provided by a few major providers that are our alliance partners. See "Business—Alliances." The priorities and objectives of our alliance partners may differ from ours. As most of our alliance relationships are non-exclusive, our alliance partners are not prohibited from competing with us or forming closer or preferred arrangements with our competitors. One or more of our key alliance partners may be acquired by a competitor, or key alliances partners might merge with each other, either of which could reduce our access over time to the technology or software provided by those partners. If we do not obtain the expected benefits from our alliance relationships for any reason, we may be less competitive, our ability to offer attractive solutions to our clients may be negatively affected, and our results of operations could be adversely affected.

Outsourcing services and the continued expansion of our other services and solutions into new areas subject us to different operational risks than our consulting and systems integration services.

Outsourcing services, which represented approximately 46% of our net revenues in fiscal 2013, present different operational risks, when compared to our consulting and systems integration services. Our outsourcing services involve taking over the operation of certain portions of our clients' businesses, which may include the operation of functions that are critical to the core businesses of our clients. Disruptions in service or other performance problems could damage our clients' businesses, expose us to claims, and harm our reputation and our business.

We have continued to expand our services and solutions into new business areas and provide services to new types of clients, and we expect to continue to do so in the future. Expanding into new areas, and providing services to new types of clients may expose us to additional operational, regulatory or other risks specific to these new areas. We could also incur liability for failure to comply with laws or regulations applicable to the services we provide clients.

We may also face exposure in our outsourcing business if we contribute to internal controls issues of a client. If a process we manage for a client were to result in internal controls failures at the client or impair our client's ability to comply with its own internal control requirements, there is a risk that we could face legal liability. Many of our clients request that we obtain a Service Organization Control (SOC 1 type 2) audit prepared under Statement on Standards for Attestation Engagements No. 16 and International Standard on Assurance Engagements 3402, formerly referred to as SAS 70. If we receive a qualified opinion, or do not deliver the audit reports timely, our ability to acquire new clients and retain existing clients may be adversely affected and our reputation could be harmed.

Our services or solutions could infringe upon the intellectual property rights of others or we might lose our ability to utilize the intellectual property of others.

We cannot be sure that our services and solutions, including, for example, our software solutions, or the solutions of others that we offer to our clients, do not infringe on the intellectual property rights of third parties, and these third parties could claim that we or our clients are infringing upon their intellectual property rights. These claims could harm our reputation, cause us to incur substantial costs or prevent us from offering some services or solutions in the future. Any related proceedings could require us to expend significant time and effort over an extended period of time. In most of our contracts, we agree to indemnify our clients for expenses and liabilities resulting from claimed infringements of the intellectual property rights of third parties. In some instances, the amount of these indemnities could be greater than the revenues we receive from the client. Any claims or litigation in this area could be time-consuming and costly, damage our reputation and/or require us to incur additional costs to obtain the right to continue to offer a service or solution to our clients. If we cannot secure this right at all or on reasonable terms, or we cannot substitute alternative technology, our results of operations could be materially adversely affected. The risk of infringement claims against us may increase as we expand our industry software solutions and continue to develop and license our software to multiple clients. Additionally, in recent years, individuals and firms have purchased intellectual property assets in order to assert claims of infringement against technology providers and customers that use such technology. Any such action naming us or our clients could be costly to defend or lead to an expensive settlement or judgment against us. Moreover, such an action could result in an injunction being ordered against our client or our own services or operations, causing further damages.

In addition, we rely on third-party software in providing some of our services and solutions. If we lose our ability to continue using such software for any reason, including because it is found to infringe the rights of others, we will need to obtain substitute software or seek alternative means of obtaining the technology necessary to continue to provide such services and solutions. Our inability to replace such software, or to replace such software in a timely or cost-effective manner, could materially adversely affect our results of operations.

If we are unable to protect our intellectual property rights from unauthorized use or infringement by third parties, our business could be adversely affected.

Our success depends, in part, upon our ability to protect our proprietary methodologies and other intellectual property. Existing laws of the various countries in which we provide services or solutions offer only limited protection of our intellectual property rights, and the protection in some countries may be very limited. We rely upon a combination of confidentiality policies, nondisclosure and other contractual arrangements, and patent, trade secret, copyright and trademark laws to protect our intellectual property rights. These laws are subject to change at any time and could further limit our ability to protect our intellectual property. There is uncertainty concerning the scope of available intellectual property protection for software and business methods, which are fields in which we rely on intellectual property laws to protect our rights. Our intellectual property rights may not prevent competitors from reverse engineering our proprietary information or independently developing products and services similar to or duplicative of ours. Further, the steps we take in this regard might not be adequate to prevent or deter infringement or other misappropriation of our intellectual property by competitors, former employees or other third parties, and we might not be able to detect unauthorized use of, or take appropriate and timely steps to enforce, our intellectual property rights. Enforcing our rights might also require considerable time, money and oversight, and we may not be successful in enforcing our rights.

Depending on the circumstances, we might need to grant a specific client greater rights in intellectual property developed in connection with a contract than we otherwise generally do. In certain situations, we might forego all rights to the use of intellectual property we create, which would limit our ability to reuse that intellectual property for other clients. Any limitation on our ability to provide a service or solution could cause us to lose revenue-generating opportunities and require us to incur additional expenses to develop new or modified solutions for future projects.

Our ability to attract and retain business and employees may depend on our reputation in the marketplace.

We believe the Accenture brand name and our reputation are important corporate assets that help distinguish our services from those of competitors and also contribute to our efforts to recruit and retain talented employees. However, our corporate reputation is potentially susceptible to material damage by events such as disputes with clients, information technology security breaches or service outages, internal control deficiencies, delivery failures or compliance violations. Similarly, our reputation could be damaged by actions or statements of current or former clients, directors, employees, competitors, vendors, alliance partners, our joint ventures or joint venture partners, adversaries in legal proceedings, legislators or government regulators, as well as members of the investment community or the media. There is a risk that negative information about Accenture, even if based on rumor or misunderstanding, could adversely affect our business. Damage to our reputation could be difficult, expensive and time-consuming to repair, could make potential or existing clients reluctant to select us for new engagements, resulting in a loss of business, and could adversely affect our recruitment and retention efforts. Damage to our reputation could also reduce the value and effectiveness of the Accenture brand name and could reduce investor confidence in us, materially adversely affecting our share price.

We might not be successful at identifying, acquiring or integrating businesses or entering into joint ventures.

We expect to continue pursuing strategic and targeted acquisitions and joint ventures intended to enhance or add to our offerings of services and solutions, or to enable us to expand in certain geographic and other markets. Depending on the opportunities available, we may increase the amount of investment in such acquisitions or joint ventures. We may not successfully identify suitable acquisition candidates or joint venture opportunities. We also might not succeed in completing targeted transactions or achieve desired results of operations. Furthermore, we face risks in successfully integrating any businesses we might acquire or create through a joint venture. Ongoing business may be disrupted and our management's attention may be diverted by acquisition, transition or integration activities. In addition, we might need to dedicate additional management and other resources, and our organizational structure could make it difficult for us to efficiently integrate acquired businesses into our ongoing operations and assimilate and retain employees of those businesses into our culture and operations. Business combination and investment transactions may result in significant costs and expenses and charges to earnings, including those related to severance pay, early retirement costs, employee benefit costs, goodwill and asset impairment charges, assumed litigation and other liabilities, and legal, accounting and financial advisory fees. We may have difficulties as a result of entering into new markets where we have limited or no direct prior experience or where competitors may have stronger market positions.

We might fail to realize the expected benefits or strategic objectives of any acquisition or joint venture we undertake. We might not achieve our expected return on investment or may lose money. We may be adversely impacted by liabilities that we assume from a company we acquire or in which we invest, including from that company's known and unknown obligations, intellectual property or other assets, terminated employees, current or former clients, or other third parties, and may fail to identify or adequately assess the magnitude of certain liabilities, shortcomings or other circumstances prior to acquiring, investing in or partnering with a company, including potential exposure to regulatory sanctions or liabilities resulting from an acquisition target's previous activities, any of which could result in unexpected legal or regulatory exposure, unfavorable accounting treatment, unexpected increases in taxes or other adverse effects on our business. By their nature, joint ventures involve a lesser degree of control over the business operations of the joint venture itself, particularly when we have a minority position. This lesser degree

of control may expose us to additional reputational, financial, legal, compliance or operational risks. Litigation, indemnification claims and other unforeseen claims and liabilities may arise from the acquisition or operation of acquired businesses. For example, we may face litigation or other claims as a result of certain terms and conditions of the acquisition agreement, such as earnout payments or closing net asset adjustments. Alternatively, shareholder litigation may arise as a result of proposed acquisitions. If we are unable to complete the number and kind of acquisition and joint ventures for which we plan, or if we are inefficient or unsuccessful at integrating any acquired businesses into our operations, we may not be able to achieve our planned rates of growth or improve our market share, profitability or competitive position in specific markets or services.

Our profitability could suffer if our cost-management strategies are unsuccessful, and we may not be able to improve our profitability through improvements to cost-management to the degree we have done in the past.

Our ability to improve or maintain our profitability is dependent on our being able to successfully manage our costs. Our cost management strategies include maintaining appropriate alignment between the demand for our services and our resource capacity, optimizing the costs of service delivery and maintaining or improving our sales and marketing and general and administrative costs as a percentage of revenues. We have also taken actions to reduce certain costs, and these initiatives include, without limitation, re-alignment of portions of our non-client-facing workforce to lower-cost locations. These actions and our other cost-management efforts may not be successful, our efficiency may not be enhanced and we may not achieve desired levels of profitability. Over time, we have seen an improvement in general and administrative costs. Because of the significant steps taken in the past to reduce costs, we may not be able to continue to deliver efficiencies in our cost management, to the same degree as in the past. If we are not effective in reducing our operating costs in response to changes in demand or pricing, or if we are unable to absorb or pass on increases in the compensation of our employees by continuing to move more work to lower-cost locations or otherwise, our margins and results of operations could be materially adversely affected.

Many of our contracts include payments that link some of our fees to the attainment of performance or business targets and/or require us to meet specific service levels. This could increase the variability of our revenues and impact our margins.

Many of our contracts include clauses that tie our compensation to the achievement of agreed-upon performance standards or milestones. If we fail to satisfy these measures, it could significantly reduce or eliminate our fees under the contracts, increase the cost to us of meeting performance standards or milestones, delay expected payments or subject us to potential damage claims under the contract terms. Clients also often have the right to terminate a contract and pursue damage claims under the contract for serious or repeated failure to meet these service commitments. We also have a number of contracts, in both outsourcing and consulting, in which a portion of our compensation depends on performance measures such as cost-savings, revenue enhancement, benefits produced, business goals attained and adherence to schedule. These goals can be complex and may depend on our clients' actual levels of business activity or may be based on assumptions that are later determined not to be achievable or accurate. These provisions could increase the variability in revenues and margins earned on those contracts.

Changes in our level of taxes, and audits, investigations and tax proceedings, or changes in our treatment as an Irish company, could have a material adverse effect on our results of operations and financial condition.

We are subject to income taxes in numerous jurisdictions. We calculate and provide for income taxes in each tax jurisdiction in which we operate. Tax accounting often involves complex matters and requires our judgment to determine our worldwide provision for income taxes and other tax liabilities. We are subject to ongoing tax audits in various jurisdictions. Tax authorities have disagreed, and may in the future disagree, with our judgments, or may take increasingly aggressive positions opposing the judgments we make. We regularly assess the likely outcomes of our audits to determine the appropriateness of our tax liabilities. However, our judgments might not be sustained as a result of these audits, and the amounts ultimately paid could be different from the amounts previously recorded. In addition, our effective tax rate in the future could be adversely affected by changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities and changes in tax laws. Tax rates in the jurisdictions in which we operate may change as a result of macroeconomic or other factors outside of our control. Increases in the tax rate in any of the jurisdictions in which we operate could have a negative impact on our profitability. In addition, changes in tax laws, treaties or regulations, or their interpretation or enforcement, may be unpredictable, particularly in less developed markets, and could become more stringent, which could materially adversely affect our tax position. Any of these occurrences could have a material adverse effect on our results of operations and financial condition.

Although we expect to be able to rely on the tax treaty between the United States and Ireland, legislative or diplomatic action could be taken that would prevent us from being able to rely on such treaty. Our inability to rely on such treaty would subject us to increased taxation or significant additional expense. Congressional proposals could change the definition of a U.S. person for U.S. federal income tax purposes, which could subject us to increased taxation. In addition, we could be materially adversely affected by future changes in tax law or policy in Ireland or other jurisdictions where we operate, including their treaties with Ireland or the United States. These changes could be exacerbated by economic, budget or other challenges facing Ireland or these other jurisdictions.

If we are unable to manage the organizational challenges associated with our size, we might be unable to achieve our business objectives.

As of August 31, 2013, we had approximately 275,000 employees worldwide. Our size and scale present significant management and organizational challenges. It might become increasingly difficult to maintain effective standards across a large enterprise and effectively institutionalize our knowledge. It might also become more difficult to maintain our culture, effectively manage and monitor our personnel and operations and effectively communicate our core values, policies and procedures, strategies and goals, particularly given our world-wide operations. The size and scope of our operations increase the possibility that we will have employees who engage in unlawful or fraudulent activity, or otherwise expose us to unacceptable business risks, despite our efforts to train them and maintain internal controls to prevent such instances. For example, employee misconduct could involve the improper use of our clients' sensitive or confidential information or the failure to comply with legislation or regulations regarding the protection of sensitive or confidential information. Furthermore, the inappropriate use of social networking sites by our employees could result in breaches of confidentiality, unauthorized disclosure of non-public company information or damage to our reputation. If we do not continue to develop and implement the right processes and tools to manage our enterprise and instill our culture and core values into all of our employees, our ability to compete successfully and achieve our business objectives could be impaired. In addition, from time to time, we make changes to our operating model, including how we are organized, as the needs and size of our business change, and if we do not successfully implement the changes, our business and results of operation may be negatively impacted.

If we are unable to collect our receivables or unbilled services, our results of operations, financial condition and cash flows could be adversely affected.

Our business depends on our ability to successfully obtain payment from our clients of the amounts they owe us for work performed. We evaluate the financial condition of our clients and usually bill and collect on relatively short cycles. In limited circumstances, we also extend financing to our clients. We have established allowances for losses of receivables and unbilled services. Actual losses on client balances could differ from those that we currently anticipate, and, as a result, we might need to adjust our allowances. We might not accurately assess the creditworthiness of our clients. Macroeconomic conditions could also result in financial difficulties for our clients, including bankruptcy and insolvency. This could cause clients to delay payments to us, request modifications to their payment arrangements that could increase our receivables balance, or default on their payment obligations to us. In addition, in certain geographies and industries, some clients have requested extended payment terms more frequently, and if this trend continues, our cash flows could be adversely affected. Recovery of client financing and timely collection of client balances also depend on our ability to complete our contractual commitments and bill and collect our contracted revenues. If we are unable to meet our contractual requirements, we might experience delays in collection of and/or be unable to collect our client balances, and if this occurs, our results of operations and cash flows could be adversely affected. In addition, if we experience an increase in the time to bill and collect for our services, our cash flows could be adversely affected.

Our share price and results of operations could fluctuate and be difficult to predict.

Our share price has fluctuated in the past and could continue to fluctuate in the future in response to various factors. These factors include:

- changes in macroeconomic or political factors unrelated to our business;
- general or industry-specific market conditions or changes in financial markets;
- announcements by us or competitors about developments in our business or prospects;
- projections or speculation about our business or that of competitors by the media or investment analysts;
- our ability to generate enough free cash flow to return cash to our shareholders at historical levels or levels expected by our shareholders; and
- our failure to meet our growth and financial objectives, including with respect to our overall revenue growth and revenue growth for our priority emerging markets and earnings per share growth.

Our results of operations have varied in the past and are likely to vary significantly from quarter to quarter in the future, making them difficult to predict. Some of the factors that could cause our results of operations to vary include:

- the business decisions of our clients to begin to curtail or reduce the use of our services, including in response to changes in macroeconomic or political conditions unrelated to our business, general market conditions and new technologies;
- periodic differences between our clients' estimated and actual levels of business activity associated with ongoing work, as well as the stage of completion of existing projects and/or their termination or restructuring;
- contract delivery inefficiencies, such as those due to poor delivery or changes in forecasts;
- our ability to transition employees quickly from completed to new projects and maintain an appropriate headcount in each of our workforces;

- acquisition, integration and operational costs related to businesses acquired;
- the introduction of new products or services by us, competitors or alliance partners;
- changes in our pricing or competitors' pricing;
- our ability to manage costs, including those for our own or subcontracted personnel, travel, support services and severance;
- our ability to limit and manage the incurrence of pre-contract costs, which must be expensed without corresponding revenues, which are then recognized in later periods without the corresponding costs;
- changes in, or the application of changes in, accounting principles or pronouncements under U.S. generally accepted accounting principles, particularly those related to revenue recognition;
- currency exchange rate fluctuations;
- changes in estimates, accruals or payments of variable compensation to our employees;
- global, regional and local economic and political conditions and related risks, including acts of terrorism; and
- seasonality, including number of workdays and holiday and summer vacations.

As a result of any of the above factors, or any of the other risks described in this Item 1A, "Risk Factors," our share price could be difficult to predict, and our share price in the past might not be a good indicator of the price of our shares in the future. In addition, if litigation is instituted against us following declines in our share price, we might need to devote substantial time and resources to responding to the litigation, and our share price could be materially adversely affected.

Our results of operations and share price could be adversely affected if we are unable to maintain effective internal controls.

The accuracy of our financial reporting is dependent on the effectiveness of our internal controls. We are required to provide a report from management to our shareholders on our internal control over financial reporting that includes an assessment of the effectiveness of these controls. Internal control over financial reporting has inherent limitations, including human error, the possibility that controls could be circumvented or become inadequate because of changed conditions, and fraud. Because of these inherent limitations, internal control over financial reporting might not prevent or detect all misstatements or fraud. If we cannot maintain and execute adequate internal control over financial reporting or implement required new or improved controls that provide reasonable assurance of the reliability of the financial reporting and preparation of our financial statements for external use, we could suffer harm to our reputation, fail to meet our public reporting requirements on a timely basis, be unable to properly report on our business and our results of operations, or be required to restate our financial statements, and our results of operations, the market price of our securities and our ability to obtain new business could be materially adversely affected.

We make estimates and assumptions in connection with the preparation of our consolidated financial statements, and any changes to those estimates and assumptions could adversely affect our financial results.

Our financial statements have been prepared in accordance with U.S. generally accepted accounting principles. The application of generally accepted accounting principles requires us to make estimates and assumptions about certain items and future events that affect our reported financial condition, and our accompanying disclosure with respect to, among other things, revenue recognition and income taxes. We base our estimates on historical experience, contractual commitments and on various other assumptions that we believe to be reasonable under the circumstances and at the time they are made. These estimates and assumptions involve the use of judgment and are subject to significant uncertainties, some of which are beyond our control. If our estimates, or the assumptions underlying such estimates, are not correct, actual results may differ materially from our estimates, and we may need to, among other things, adjust revenues or accrue additional charges that could adversely affect our results of operations.

We are incorporated in Ireland and a significant portion of our assets are located outside the United States. As a result, it might not be possible for shareholders to enforce civil liability provisions of the federal or state securities laws of the United States. We may also be subject to criticism and negative publicity related to our incorporation in Ireland.

We are organized under the laws of Ireland, and a significant portion of our assets are located outside the United States. A shareholder who obtains a court judgment based on the civil liability provisions of U.S. federal or state securities laws may be unable to enforce the judgment against us in Ireland or in countries other than the United States where we have assets. In addition, there is some doubt as to whether the courts of Ireland and other countries would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers based on the civil liabilities provisions of the federal or state securities laws of the United States or would hear actions against us or those persons based on those laws. We have been advised that the United States and Ireland do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. The laws of Ireland do, however, as a general rule, provide that the judgments of the courts of the United States have the same validity in Ireland as if rendered by Irish Courts. Certain important requirements must be satisfied before the Irish Courts will recognize the U.S. judgment. The originating court must have been a court of competent jurisdiction, the

judgment must be final and conclusive and the judgment may not be recognized if it was obtained by fraud or its recognition would be contrary to Irish public policy. Any judgment obtained in contravention of the rules of natural justice or that is irreconcilable with an earlier foreign judgment would not be enforced in Ireland.

Similarly, judgments might not be enforceable in countries other than the United States where we have assets.

Some companies that conduct substantial business in the United States but which have a parent domiciled in certain other jurisdictions have been criticized as improperly avoiding U.S. taxes or creating an unfair competitive advantage over other U.S. companies. Accenture never conducted business under a U.S. parent company and pays U.S. taxes on all of its U.S. operations. Nonetheless, we could be subject to criticism in connection with our incorporation in Ireland.

Irish law differs from the laws in effect in the United States and might afford less protection to shareholders.

Our shareholders could have more difficulty protecting their interests than would shareholders of a corporation incorporated in a jurisdiction of the United States. As an Irish company, we are governed by the Companies Acts 1963 to 2012 of Ireland (the "Companies Acts"). The Companies Acts differ in some significant, and possibly material, respects from laws applicable to U.S. corporations and shareholders under various state corporation laws, including the provisions relating to interested directors, mergers and acquisitions, takeovers, shareholder lawsuits and indemnification of directors.

Under Irish law, the duties of directors and officers of a company are generally owed to the company only. Shareholders of Irish companies do not generally have rights to take action against directors or officers of the company under Irish law, and may only do so in limited circumstances. Directors of an Irish company must, in exercising their powers and performing their duties, act with due care and skill, honestly and in good faith with a view to the best interests of the company. Directors have a duty not to put themselves in a position in which their duties to the company and their personal interests might conflict and also are under a duty to disclose any personal interest in any contract or arrangement with the company or any of its subsidiaries. If a director or officer of an Irish company is found to have breached his duties to that company, he could be held personally liable to the company in respect of that breach of duty.

We might be unable to access additional capital on favorable terms or at all. If we raise equity capital, it may dilute our shareholders' ownership interest in us.

We might choose to raise additional funds through public or private debt or equity financings in order to:

- take advantage of opportunities, including more rapid expansion;
- acquire other businesses or assets;
- repurchase shares from our shareholders;
- develop new services and solutions; or
- respond to competitive pressures.

Any additional capital raised through the sale of equity could dilute shareholders' ownership percentage in us. Furthermore, any additional financing we need might not be available on terms favorable to us, or at all.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We have major offices in the world's leading business centers, including Boston, Chicago, New York, San Francisco, Sao Paolo, Frankfurt, London, Madrid, Milan, Paris, Rome, Bangalore, Beijing, Manila, Mumbai, Shanghai, Singapore, Sydney and Tokyo, among others. In total, we have offices and operations in more than 200 cities in 56 countries around the world. We do not own any material real property. Substantially all of our office space is leased under long-term leases with varying expiration dates. We believe that our facilities are adequate to meet our needs in the near future.

ITEM 3. LEGAL PROCEEDINGS

We are involved in a number of judicial and arbitration proceedings concerning matters arising in the ordinary course of our business. We and/or our personnel also from time to time are involved in investigations by various regulatory or legal authorities concerning matters arising in the course of our business around the world. We do not expect that any of these matters, individually or in the aggregate, will have a material impact on our results of operations or financial condition.

We currently maintain the types and amounts of insurance customary in the industries and countries in which we operate, including coverage for professional liability, general liability and management liability. We consider our insurance coverage to be adequate both as to the risks and amounts for the businesses we conduct.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

EXECUTIVE OFFICERS OF THE REGISTRANT

Our executive officers and persons chosen to become executive officers as of the date hereof are as follows:

Gianfranco Casati, 54, became our group chief executive—Products operating group in September 2006. From April 2002 to September 2006, Mr. Casati was managing director of the Products operating group's Europe operating unit. He also served as Accenture's country managing director for Italy and as chairman of our geographic council in its IGEM (Italy, Greece, emerging markets) region, supervising Accenture offices in Italy, Greece and several Eastern European countries. Mr. Casati has been with Accenture for 29 years.

Richard P. Clark, 52, became our chief accounting officer in September 2013, and has served as our corporate controller since September 2010. Prior to that, Mr. Clark served as our senior managing director of investor relations from September 2006 to September 2010. Previously he served as our finance director—Communications, Media & Technology from July 2001 to September 2006 and as our finance director—Resources from 1998 to July 2001. Mr. Clark has been with Accenture for 30 years.

Martin I. Cole, 57, became our group chief executive—Technology in March 2012. Prior to that, Mr. Cole served as our group chief executive —Communications, Media & Technology operating group from September 2006 to March 2012. Previously he served as our group chief executive—Public Service operating group from September 2004 to September 2006. From September 2000 to August 2004, he served in leadership roles in our outsourcing group, including serving as global managing partner of our Outsourcing & Infrastructure Delivery group. Mr. Cole has been with Accenture for 33 years.

Shawn Collinson, 52, became our chief strategy officer in March 2011. From September 2009 to March 2011, Mr. Collinson served as our managing director—Industries & Market Innovation. Prior to that, he held numerous leadership roles in our Resources operating group, including as managing director —Management Consulting from September 2006 to August 2009. Mr. Collinson has been with Accenture for 23 years.

Johan (Jo) G. Deblaere, 51, became our chief operating officer in September 2009. From September 2006 to September 2009, Mr. Deblaere served as our chief operating officer—Outsourcing. Prior to that, from September 2005 to September 2006, he led our global network of business process outsourcing delivery centers. From September 2000 to September 2005, he had overall responsibility for work with public-sector clients in Western Europe. Mr. Deblaere has been with Accenture for 28 years.

Richard A. Lumb, 52, became our group chief executive—Financial Services operating group in December 2010. From June 2006 to December 2010, Mr. Lumb led our Financial Services operating group in Europe, Africa, the Middle East and Latin America. He also served as our managing director of business and market development—Financial Services operating group from September 2005 to June 2006. Mr. Lumb has been with Accenture for 28 years.

Pierre Nanterme, 54, became chairman of the Board of Directors in February 2013, and has served as our chief executive officer since January 2011. Mr. Nanterme was our group chief executive—Financial Services operating group from September 2007 to December 2010. Prior to assuming this role, Mr. Nanterme held various leadership roles throughout the Company, including serving as our chief leadership officer from May 2006 through September 2007, and our country managing director for France from November 2005 to September 2007. Mr. Nanterme has been a director since October 2010. Mr. Nanterme has been with Accenture for 30 years.

Jean-Marc Ollagnier, 51, became our group chief executive—Resources operating group in March 2011. From September 2006 to March 2011, Mr. Ollagnier led our Resources operating group in Europe, Latin America, the Middle East and Africa. Previously, he served as our global managing director – Financial Services Solutions group and as our geographic unit managing director—Gallia. Mr. Ollagnier has been with Accenture for 27 years.

Stephen J. Rohleder, 56, became our group chief executive—Health & Public Service operating group in September 2009. From September 2004 to September 2009, Mr. Rohleder served as our chief operating officer. Prior to that, he was our group chief executive—Public Service operating group from March 2003 to September 2004. From March 2000 to March 2003, he was managing partner of our Public Service operating group in the United States. Mr. Rohleder has been with Accenture for 32 years.

David P. Rowland, 52, has been our chief financial officer since July 2013. From October 2006 to July 2013, he was our senior vice president —Finance. Previously, Mr. Rowland was our managing director—Finance Operations from July 2001 to October 2006. Prior to assuming that role, he served as our finance director—Communications, Media & Technology and as our finance director—Products. Mr. Rowland has been with Accenture for 31 years.

Michael J. Salvino, 48, became our group chief executive—Business Process Outsourcing in September 2009. From July 2006 to September 2009, Mr. Salvino served as managing director—Business Process Outsourcing. Previously, he served as the global sales and accounts co-leader of the HR outsourcing group at Hewitt Associates from January 2005 to July 2006, and as president of the Americas region for Exult Inc. from June 2003 to October 2004 prior to Exult's merger with Hewitt. Mr. Salvino was employed by Accenture from June 1987 until December 1992 and then again from October 1993 until June 2000 before rejoining in July 2006.

Robert E. Sell, 51, became our group chief executive—Communications, Media & Technology operating group in March 2012. From September 2007 to March 2012, Mr. Sell led our Communications, Media & Technology operating group in North America. Prior to assuming that role, he served in a variety of leadership roles throughout Accenture, serving clients in a number of industries. Mr. Sell has been with Accenture for 29 years.

Jill Smart, 53, became our chief human resources officer in September 2004. Previously, Ms. Smart was managing partner of HR delivery. From 2000 until 2003, she served as the head of our People Enablement business practice. Ms. Smart has been with Accenture for 32 years.

Julie Spellman Sweet, 46, has been our general counsel, secretary and chief compliance officer since March 2010. Prior to joining Accenture, Ms. Sweet was, for 10 years, a partner in the Corporate department of the law firm of Cravath, Swaine & Moore LLP, which she joined as an associate in 1992.

Alexander M. van 't Noordende, 50, became our group chief executive—Management Consulting in March 2011. Mr. van 't Noordende was our group chief executive—Resources operating group from September 2006 to March 2011. Prior to assuming that role, he led our Resources operating group in Southern Europe, Africa, the Middle East and Latin America, and served as managing partner of the Resources operating group in France, Belgium and the Netherlands. From 2001 until September 2006, he served as our country managing director for the Netherlands. Mr. van 't Noordende has been with Accenture for 26 years.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED SHAREHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Price Range of Accenture plc Class A Ordinary Shares

Accenture plc Class A ordinary shares are traded on the New York Stock Exchange under the symbol "ACN." The New York Stock Exchange is the principal United States market for these shares.

The following table sets forth, on a per share basis for the periods indicated, the high and low sale prices for Accenture plc Class A ordinary shares as reported by the New York Stock Exchange.

	Price Range	
	High	Low
Fiscal 2012		
First Quarter	$ 61.90	$ 48.55
Second Quarter	$ 60.20	$ 51.08
Third Quarter	$ 65.89	$ 56.21
Fourth Quarter	$ 61.98	$ 54.94
Fiscal 2013		
First Quarter	$ 71.79	$ 60.69
Second Quarter	$ 75.97	$ 65.20
Third Quarter	$ 84.22	$ 72.42
Fourth Quarter	$ 83.30	$ 69.00
Fiscal 2014		
First Quarter (through October 15, 2013)	$ 78.34	$ 69.78

The closing sale price of an Accenture plc Class A ordinary share as reported by the New York Stock Exchange consolidated tape as of October 15, 2013 was $71.60. As of October 15, 2013, there were 247 holders of record of Accenture plc Class A ordinary shares.

There is no trading market for Accenture plc Class X ordinary shares. As of October 15, 2013, there were 732 holders of record of Accenture plc Class X ordinary shares.

To ensure that members of Accenture Leadership continue to maintain equity ownership levels that we consider meaningful, we require current members of Accenture Leadership to comply with the Accenture Equity Ownership Requirement Policy. This policy requires members of Accenture Leadership to own Accenture equity valued at a multiple (ranging from 1/2 to 6) of their base compensation determined by their position level.

Dividend Policy

On November 15, 2011, May 15, 2012, November 15, 2012 and May 15, 2013, Accenture plc paid a cash dividend of $0.675, $0.675, $0.81 and $0.81 per share, respectively, on our Class A ordinary shares and Accenture SCA paid a semi-annual cash dividend of $0.675, $0.675, $0.81 and $0.81 per share, respectively, on its Class I common shares.

On September 25, 2013, the Board of Directors of Accenture plc declared a semi-annual cash dividend of $0.93 per share on our Class A ordinary shares for shareholders of record at the close of business on October 11, 2013. Accenture plc will cause Accenture SCA to declare a semi-annual cash dividend of $0.93 per share on its Class I common shares for shareholders of record at the close of business on October 8, 2013. Both dividends are payable on November 15, 2013.

Future dividends on Accenture plc Class A ordinary shares and Accenture SCA Class I common shares, if any, and the timing of declaration of any such dividends, will be at the discretion of the Board of Directors of Accenture plc and will depend on, among other things, our results of operations, cash requirements and surplus, financial condition, contractual restrictions and other factors that the Board of Directors of Accenture plc may deem relevant, as well as our ability to pay dividends in compliance with the Companies Acts.

In certain circumstances, as an Irish tax resident company, we may be required to deduct Irish dividend withholding tax (currently at the rate of 20%) from dividends paid to our shareholders. Shareholders resident in "relevant territories" (including countries that are European Union member states (other than Ireland), the United States and other countries with which Ireland has a tax treaty) may be exempted from Irish dividend withholding tax. However, shareholders residing in other countries will generally be subject to Irish dividend withholding tax.

Recent Sales of Unregistered Securities

None.

Purchases and Redemptions of Accenture plc Class A Ordinary Shares and Class X Ordinary Shares

The following table provides information relating to our purchases of Accenture plc Class A ordinary shares and redemptions of Accenture plc Class X ordinary shares during the fourth quarter of fiscal 2013. For year-to-date information on all share purchases, redemptions and exchanges by the Company and further discussion of our share purchase activity, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Share Purchases and Redemptions."

Period	Total Number of Shares Purchased	Average Price Paid per Share (1)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (3)
				(in millions of U.S. dollars)
June 1, 2013 — June 30, 2013				
Class A ordinary shares	4,377,528	$ 79.81	4,355,703	$ 2,635
Class X ordinary shares	—	$ —	—	—
July 1, 2013 — July 31, 2013				
Class A ordinary shares	5,235,350	$ 74.24	4,520,497	$ 2,295
Class X ordinary shares	124,968	$ 0.0000225	—	—
August 1, 2013 — August 31, 2013				
Class A ordinary shares	4,703,455	$ 73.19	4,395,400	$ 1,964
Class X ordinary shares	451,684	$ 0.0000225	—	—
Total				
Class A ordinary shares (4)	14,316,333	$ 75.60	13,271,600	
Class X ordinary shares (5)	576,652	$ 0.0000225	—	

(1) Average price paid per share reflects the total cash outlay for the period, divided by the number of shares acquired, including those acquired by purchase or redemption for cash and any acquired by means of employee forfeiture.

(2) Since August 2001, the Board of Directors of Accenture plc has authorized and periodically confirmed a publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares. During the fourth quarter of fiscal 2013, we purchased 13,271,600 Accenture plc Class A ordinary shares under this program for an aggregate price of $1,004 million. The open-market purchase program does not have an expiration date.

(3) As of August 31, 2013, our aggregate available authorization for share purchases and redemptions was $1,964 million, which management has the discretion to use for either our publicly announced open-market share purchase program or the other share purchase programs. Since August 2001 and as of August 31, 2013, the Board of Directors of Accenture plc has authorized an aggregate of $20.1 billion for purchases and redemptions of Accenture plc Class A ordinary shares, Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares. On September 25, 2013, the Board of Directors of Accenture plc approved $5.0 billion in additional share repurchase authority bringing Accenture's total outstanding authority to approximately $6.96 billion.

(4) During the fourth quarter of fiscal 2013, Accenture purchased 1,044,733 Accenture plc Class A ordinary shares in transactions unrelated to publicly announced share plans or programs. These transactions consisted of acquisitions of Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under our various employee equity share plans. These purchases of shares in connection with employee share plans do not affect our aggregate available authorization for our publicly announced open-market share purchase and the other share purchase programs.

(5) During the fourth quarter of fiscal 2013, we redeemed 576,652 Accenture plc Class X ordinary shares pursuant to our articles of association. Accenture plc Class X ordinary shares are redeemable at their par value of $0.0000225 per share.

Purchases and Redemptions of Accenture SCA Class I Common Shares and Accenture Canada Holdings Inc. Exchangeable Shares

The following table provides additional information relating to our purchases and redemptions of Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares for cash during the fourth quarter of fiscal 2013. We believe that the following table and footnotes provide useful information regarding the share purchase and redemption activity of Accenture. Generally, purchases and redemptions of Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares for cash and employee forfeitures reduce shares outstanding for purposes of computing diluted earnings per share.

Period	Total Number of Shares Purchased (1)	Average Price Paid per Share (2)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (3)
Accenture SCA				
June 1, 2013 — June 30, 2013				
Class I common shares	—	$ —	—	—
July 1, 2013 — July 31, 2013				
Class I common shares	64,816	$ 73.93	—	—
August 1, 2013 — August 31, 2013				
Class I common shares	130,445	$ 73.05	—	—
Total				
Class I common shares	195,261	$ 73.35	—	—
Accenture Canada Holdings Inc.				
June 1, 2013 — June 30, 2013				
Exchangeable shares	—	$ —	—	—
July 1, 2013 — July 31, 2013				
Exchangeable shares	3,200	$ 72.95	—	—
August 1, 2013 — August 31, 2013				
Exchangeable shares	—	$ —	—	—
Total				
Exchangeable shares	3,200	$ 72.95	—	—

(1) During the fourth quarter of fiscal 2013, we acquired a total of 195,261 Accenture SCA Class I common shares and 3,200 Accenture Canada Holdings Inc. exchangeable shares from current and former members of Accenture Leadership and their permitted transferees by means of purchase or redemption for cash, or employee forfeiture, as applicable. In addition, during the fourth quarter of fiscal 2013, we issued 182,898 Accenture plc Class A ordinary shares upon redemptions of an equivalent number of Accenture SCA Class I common shares pursuant to a registration statement.

(2) Average price paid per share reflects the total cash outlay for the period, divided by the number of shares acquired, including those acquired by purchase or redemption for cash and any acquired by means of employee forfeiture.

(3) As of August 31, 2013, our aggregate available authorization for share purchases and redemptions was $1,964 million, which management has the discretion to use for either our publicly announced open-market share purchase program or the other share purchase programs. Since August 2001 and as of August 31, 2013, the Board of Directors of Accenture plc has authorized an aggregate of $20.1 billion for purchases and redemptions of Accenture plc Class A ordinary shares, Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares. On September 25, 2013, the Board of Directors of Accenture plc approved $5.0 billion in additional share repurchase authority bringing Accenture's total outstanding authority to approximately $6.96 billion.

ITEM 6. SELECTED FINANCIAL DATA

The data for fiscal 2013, 2012 and 2011 and as of August 31, 2013 and 2012 are derived from the audited Consolidated Financial Statements and related Notes that are included elsewhere in this report. The data for fiscal 2010 and 2009 and as of August 31, 2011, 2010 and 2009 are derived from the audited Consolidated Financial Statements and related Notes that are not included in this report. The selected financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our Consolidated Financial Statements and related Notes included elsewhere in this report.

	Fiscal				
	2013 (1)	2012	2011	2010	2009 (2)
	(in millions of U.S. dollars)				
Income Statement Data					
Revenues before reimbursements ("Net revenues")	$ 28,563	$ 27,862	$ 25,507	$ 21,551	$ 21,577
Revenues	30,394	29,778	27,353	23,094	23,171
Operating income	4,339	3,872	3,470	2,915	2,644
Net income (3)	3,555	2,825	2,553	2,060	1,938
Net income attributable to Accenture plc (3)	3,282	2,554	2,278	1,781	1,590

(1) Includes the impact of $274 million in reorganization benefits and $243 million in U.S. federal tax benefits recorded during fiscal 2013. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations for Fiscal 2013 Compared to Fiscal 2012—Reorganization (Benefits) Costs, net and Provision for Income Taxes, respectively."

(2) Includes the impact of $253 million in restructuring costs recorded during fiscal 2009.

(3) On September 1, 2009, we adopted guidance issued by the Financial Accounting Standards Board ("FASB") on noncontrolling interests. As required, the guidance on noncontrolling interests was applied prospectively with the exception of presentation and disclosure requirements, which were applied retrospectively for all periods presented. Prior to fiscal 2010, Net income was referred to as Income before minority interest and Net income attributable to Accenture plc was referred to as Net income.

	Fiscal				
	2013	2012	2011	2010 (1)	2009
Earnings Per Class A Ordinary Share					
Basic	$ 5.08	$ 3.97	$ 3.53	$ 2.79	$ 2.55
Diluted (2)	4.93	3.84	3.39	2.66	2.44
Dividends per ordinary share	1.62	1.35	0.90	1.125	0.50

(1) In early fiscal 2010, we announced a move to declare and pay cash dividends on a semi-annual basis. During fiscal 2010, we paid a final annual cash dividend of $0.75 in addition to a transitional semi-annual cash dividend of $0.375.

(2) Diluted earnings per share amounts have been restated to reflect the impact of the issuance of additional restricted share units to holders of restricted share units in connection with the fiscal 2012 payment of cash dividends. This restatement resulted in a one cent decrease in diluted earnings per share from $3.40 to $3.39 for fiscal 2011.

	As of August 31,				
	2013	2012	2011	2010	2009
	(in millions of U.S. dollars)				
Balance Sheet Data					
Cash and cash equivalents	$ 5,632	$ 6,641	$ 5,701	$ 4,838	$ 4,542
Total assets	16,867	16,665	15,732	12,835	12,256
Long-term debt, net of current portion	26	—	—	1	—
Accenture plc shareholders' equity (1)	4,960	4,146	3,879	2,836	2,835

(1) On September 1, 2009, we adopted guidance issued by the FASB on noncontrolling interests. As required, the guidance on noncontrolling interests was applied prospectively with the exception of presentation and disclosure requirements, which were applied retrospectively for all periods presented.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with our Consolidated Financial Statements and related Notes included elsewhere in this Annual Report on Form 10-K. This discussion and analysis also contains forward-looking statements and should also be read in conjunction with the disclosures and information contained in "Disclosure Regarding Forward-Looking Statements" and "Risk Factors" in this Annual Report on Form 10-K.

We use the terms "Accenture," "we," the "Company," "our" and "us" in this report to refer to Accenture plc and its subsidiaries. All references to years, unless otherwise noted, refer to our fiscal year, which ends on August 31. For example, a reference to "fiscal 2013" means the 12-month period that ended on August 31, 2013. All references to quarters, unless otherwise noted, refer to the quarters of our fiscal year.

We use the term "in local currency" so that certain financial results may be viewed without the impact of foreign currency exchange rate fluctuations, thereby facilitating period-to-period comparisons of business performance. Financial results "in local currency" are calculated by restating current period activity into U.S. dollars using the comparable prior year period's foreign currency exchange rates. This approach is used for all results where the functional currency is not the U.S. dollar.

Overview

Revenues are driven by the ability of our executives to secure new contracts and to deliver solutions and services that add value relevant to our clients' current needs and challenges. The level of revenues we achieve is based on our ability to deliver market-leading service offerings and to deploy skilled teams of professionals quickly and on a global basis.

Our results of operations are affected by economic conditions, including macroeconomic conditions, credit market conditions and levels of business confidence. There continues to be significant volatility and economic and geopolitical uncertainty in markets around the world, as well as lower levels of spending on some of the types of services we provide in many of the industries we serve, all of which are impacting, and we expect will continue to impact, our business. These conditions have impacted the types of services our clients are demanding. Clients are requesting a higher volume of outsourcing services and are placing a greater emphasis on cost savings initiatives and in some cases, slowing the pace and level of spending on existing contracts. These changing demand patterns are currently having an adverse impact on the timing of revenue and could in the future have a material adverse effect on our results of operations. We continue to monitor the impact of this volatility and uncertainty and seek to manage our costs in order to respond to changing conditions.

Revenues before reimbursements ("net revenues") for the fourth quarter of fiscal 2013 were $7.09 billion, compared with $6.84 billion for the fourth quarter of fiscal 2012, an increase of 3.7% in U.S. dollars and 4.5% in local currency. Net revenues for fiscal 2013 were $28.56 billion, compared with $27.86 billion for fiscal 2012, an increase of 3% in U.S. dollars and 4% in local currency. During the fourth quarter of fiscal 2013, Health & Public Service, Products, Financial Services and Communications, Media & Technology experienced year-over-year revenue growth in local currency, while Resources was flat in local currency year-over-year. Revenue growth in local currency was solid in outsourcing, while consulting revenues reflected modest growth during the fourth quarter of fiscal 2013. Revenue growth in local currency during fiscal 2013 was lower than we expected due, in large part, to lower than expected demand, particularly in certain geographies experiencing challenging macroeconomic conditions, such as certain countries in Europe and in Brazil. We expect year-over-year revenues to range from a slight decline to a modest increase in the near term and continue to vary across operating groups and geographic regions, with growth in certain areas of our business partially offset by lower growth or declines in other areas.

In our consulting business, net revenues for the fourth quarter of fiscal 2013 were $3.80 billion, compared with $3.74 billion for the fourth quarter of fiscal 2012, an increase of 2% in U.S. dollars and 3% in local currency. Net consulting revenues for fiscal 2013 were $15.38 billion, compared with $15.56 billion for fiscal 2012, a decrease of 1% in U.S. dollars and an increase of 1% in local currency. Three of our five operating groups, including Health & Public Service, Communications, Media & Technology and Products, experienced quarterly year-over-year consulting revenue growth in local currency, while Resources and Financial Services experienced declines in quarterly year-over-year consulting revenue. We continued to enter into a higher proportion of contracts with longer duration that are converting to revenue at a slower pace, and clients slowed the pace and level of their spending. We expect these trends to continue in the near term. Clients continued to be focused on initiatives designed to deliver cost savings and operational efficiency, as well as projects to integrate their global operations and grow and transform their businesses. We continue to experience growing demand for our services in emerging technologies, including analytics, cloud computing and mobility. Compared to fiscal 2012, we continued to provide a greater proportion of systems integration consulting through use of lower-cost resources in our Global Delivery Network, and we expect this trend to continue. The business environment is more competitive and, in some areas, we are experiencing pricing pressures.

In our outsourcing business, net revenues for the fourth quarter of fiscal 2013 were $3.28 billion, compared with $3.10 billion for the fourth quarter of fiscal 2012, an increase of 6% in U.S. dollars and 7% in local currency. Net outsourcing revenues for fiscal 2013 were $13.18 billion, compared with $12.30 billion for fiscal 2012, an increase of 7% in U.S. dollars and 9% in local currency. Health & Public Service, Financial Services and Products experienced strong year-over-year outsourcing revenue growth in local currency during the fourth quarter of fiscal 2013. Year-over-year outsourcing revenue growth in local currency was slight in Resources and declined in Communications, Media & Technology. Outsourcing revenue growth continued to be moderate, compared to the strong year-over-year growth that we experienced in the first half of fiscal 2013, as some clients slowed the pace and level of their spending and we expect these trends to continue in the near term. Clients continue to be focused on transforming their operations to improve effectiveness and save costs. Compared to fiscal 2012, we provided a greater proportion of application outsourcing through use of lower-cost resources in our Global Delivery Network.

As we are a global company, our revenues are denominated in multiple currencies and may be significantly affected by currency exchange-rate fluctuations. If the U.S. dollar weakens against other currencies, resulting in favorable currency translation, our revenues and revenue growth in U.S. dollars may be higher. If the U.S. dollar strengthens against other currencies, resulting in unfavorable currency translation, our revenues and revenue growth in U.S. dollars may be lower. When compared to fiscal 2012, the U.S. dollar strengthened against many currencies during fiscal 2013. This resulted in unfavorable currency translation and U.S. dollar revenue growth that was approximately 1% and 2% lower than our revenue growth in local currency for the fourth quarter and fiscal 2013, respectively. Assuming that exchange rates stay within recent ranges, we estimate the foreign-exchange impact to our fiscal 2014 revenue growth will be 1% lower growth in U.S. dollars than our growth in local currency.

The primary categories of operating expenses include cost of services, sales and marketing and general and administrative costs. Cost of services is primarily driven by the cost of client-service personnel, which consists mainly of compensation, subcontractor and other personnel costs, and non-payroll outsourcing costs. Cost of services as a percentage of revenues is driven by the prices we obtain for our solutions and services, the utilization of our client-service personnel and the level of non-payroll costs associated with outsourcing contracts. Utilization primarily represents the percentage of our consulting professionals' time spent on billable work. Utilization for the fourth quarter of fiscal 2013 was approximately 88%, flat with the third quarter of fiscal 2013, and within our target range. This level of utilization reflects continued strong demand for resources in our Global Delivery Network and in most countries. We continue to hire to meet current and projected future demand.

We proactively plan and manage the size and composition of our workforce and take actions as needed to address changes in the anticipated demand for our services, given that compensation costs are the most significant portion of our operating expenses. Based on current and projected future demand, we have increased our headcount, the majority of which serve our clients, to approximately 275,000 as of August 31, 2013, compared with approximately 266,000 as of May 31, 2013 and approximately 257,000 as of August 31, 2012. The year-over-year increase in our headcount reflects an overall increase in demand for our services, including those delivered through our Global Delivery Network in lower-cost locations. Annualized attrition, excluding involuntary terminations, for the fourth quarter of fiscal 2013 was 12%, flat with both the third quarter of fiscal 2013 and the fourth quarter of fiscal 2012. We evaluate voluntary attrition, adjust levels of new hiring and use involuntary terminations as means to keep our supply of skills and resources in balance with increases or decreases in client demand. In addition, we adjust compensation in certain skill sets and geographies in order to attract and retain appropriate numbers of qualified employees, and we may need to continue to adjust compensation in the future. For the majority of our personnel, compensation increases for fiscal 2013 became effective September 1, 2012. As in prior fiscal years, we strive to adjust pricing and/or the mix of resources to reduce the impact of compensation increases on our gross margin. Our ability to grow our revenues and increase our margins could be adversely affected if we are unable to: keep our supply of skills and resources in balance with changes in the types or amounts of services clients are demanding, such as the increase in demand for various outsourcing services; deploy our employees globally on a timely basis; manage attrition; recover increases in compensation; and/or effectively assimilate and utilize new employees.

Gross margin (Net revenues less Cost of services before reimbursable expenses as a percentage of Net revenues) for the fourth quarter of fiscal 2013 was 33.2%, compared with 32.9% for the fourth quarter of fiscal 2012. Gross margin for fiscal 2013 was 32.9%, compared with 32.3% for fiscal 2012. The increase in gross margin for fiscal 2013 was principally due to higher outsourcing contract profitability, partially offset by higher costs associated with investments in offerings.

Sales and marketing and general and administrative costs as a percentage of net revenues were 19.3% for the fourth quarter of fiscal 2013, compared with 19.1% for the fourth quarter of fiscal 2012. Sales and marketing and general and administrative costs as a percentage of net revenues were 18.6% for fiscal 2013, compared with 18.4% for fiscal 2012. Sales and marketing costs are driven primarily by: compensation costs for business-development activities; investment in offerings; marketing- and advertising-related activities; and acquisition-related costs. General and administrative costs primarily include costs for non-client-facing personnel, information systems and office space. We continuously monitor these costs and implement cost-management actions, as appropriate. For fiscal 2013 compared to fiscal 2012, sales and marketing costs as a percentage of net revenues increased approximately 30 basis points as a result of higher selling and other business development costs associated with generating new contract bookings and expanding our pipeline of business opportunities, as well as acquisition-related costs. Our margins could

be adversely affected if our cost-management actions are not sufficient to maintain sales and marketing and general and administrative costs at or below current levels as a percentage of net revenues.

Operating expenses for fiscal 2013 included reorganization benefits of $274 million as a result of final determinations of certain reorganization liabilities established in connection with our transition to a corporate structure in 2001. For additional information, see Note 3 (Reorganization (Benefits) Costs, Net) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating income for the fourth quarter of fiscal 2013 was $984 million, compared with $940 million for the fourth quarter of fiscal 2012. Operating income for fiscal 2013 was $4,339 million, compared with $3,872 million for fiscal 2012. Operating margin (Operating income as a percentage of Net revenues) for the fourth quarter of fiscal 2013 was 13.9% compared with 13.8% for the fourth quarter of fiscal 2012. Operating margin for fiscal 2013 was 15.2%, compared with 13.9% for fiscal 2012. The reorganization benefits of $274 million recorded during the second and third quarters of fiscal 2013 increased operating margin by 100 basis points. Excluding the effects of the reorganization benefits, operating margin would have been 14.2% for fiscal 2013, an increase of 30 basis points compared with fiscal 2012.

The effective tax rate for fiscal 2013 was 18.1%. The above noted reorganization benefits increased income before income taxes without any increase in income tax expense. In addition, during fiscal 2013, we recorded a benefit of $243 million related to settlements of U.S. federal tax audits for fiscal years 2006 through 2009. Absent these items, our effective tax rate for fiscal 2013 would have been 25.3% compared with 27.6% in fiscal 2012.

Diluted earnings per share were $4.93 for fiscal 2013, compared with $3.84 for fiscal 2012. Absent the above noted reorganization benefits and tax benefit recorded during fiscal 2013, diluted earnings per share would have been $4.21 for fiscal 2013.

Our Operating income and Earnings per share are also affected by currency exchange-rate fluctuations on revenues and costs. Most of our costs are incurred in the same currency as the related net revenues. Where practical, we also seek to manage foreign currency exposure for costs not incurred in the same currency as the related net revenues, such as the cost of our Global Delivery Network, by using currency protection provisions in our customer contracts and through our hedging programs. We seek to manage our costs taking into consideration the residual positive and negative effects of changes in foreign exchange rates on those costs. For more information on our hedging programs, see Note 7 (Derivative Financial Instruments) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Bookings and Backlog

New contract bookings for the fourth quarter of fiscal 2013 were $8.40 billion, with consulting bookings of $3.86 billion and outsourcing bookings of $4.54 billion. New contract bookings for fiscal 2013 were $33.28 billion, with consulting bookings of $16.27 billion and outsourcing bookings of $17.01 billion.

We provide information regarding our new contract bookings because we believe doing so provides useful trend information regarding changes in the volume of our new business over time. However, new bookings can vary significantly quarter to quarter depending in part on the timing of the signing of a small number of large outsourcing contracts. Clients continue to enter into contracts that are converting to revenue at a slower pace and clients have slowed the pace and level of their spending, all of which impact the conversion of new contract bookings to revenues. Information regarding our new bookings is not comparable to, nor should it be substituted for, an analysis of our revenues over time. There are no third-party standards or requirements governing the calculation of bookings. New contract bookings involve estimates and judgments regarding new contracts as well as renewals, extensions and changes to existing contracts. We do not update our new bookings for material subsequent terminations or reductions related to bookings originally recorded in prior fiscal years. New contract bookings are recorded using then-existing foreign currency exchange rates and are not subsequently adjusted for foreign currency exchange rate fluctuations.

The majority of our contracts are terminable by the client on short notice, and some without notice. Accordingly, we do not believe it is appropriate to characterize bookings attributable to these contracts as backlog. Normally, if a client terminates a project, the client remains obligated to pay for commitments we have made to third parties in connection with the project, services performed and reimbursable expenses incurred by us through the date of termination.

Critical Accounting Policies and Estimates

The preparation of our Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenues and expenses. We continually evaluate our estimates, judgments and assumptions based on available information and experience. Because the use of estimates is inherent in the financial reporting process, actual results could differ from those estimates. Certain of our accounting policies require higher degrees of judgment than others in their application. These include certain aspects of accounting for revenue recognition and income taxes.

Revenue Recognition

Our contracts have different terms based on the scope, deliverables and complexity of the engagement, the terms of which frequently require us to make judgments and estimates in recognizing revenues. We have many types of contracts, including time-and-materials contracts, fixed-price contracts and contracts with features of both of these contract types. In addition, some contracts include incentives related to costs incurred, benefits produced or adherence to schedules that may increase the variability in revenues and margins earned on such contracts. We conduct rigorous reviews prior to signing such contracts to evaluate whether these incentives are reasonably achievable.

We recognize revenues from technology integration consulting contracts using the percentage-of-completion method of accounting, which involves calculating the percentage of services provided during the reporting period compared with the total estimated services to be provided over the duration of the contract. Our contracts for technology integration consulting services generally span six months to two years. Estimated revenues used in applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenues and costs are continuously monitored during the term of the contract, and recorded revenues and estimated costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenues and income and are reflected in the Consolidated Financial Statements in the periods in which they are first identified. If our estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the amount by which the estimated total direct and indirect costs of the contract exceed the estimated total revenues that will be generated by the contract and are included in Cost of services and classified in Other accrued liabilities.

Revenues from contracts for non-technology integration consulting services with fees based on time and materials or cost-plus are recognized as the services are performed and amounts are earned. We consider amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectibility is reasonably assured. In such contracts, our efforts, measured by time incurred, typically are provided in less than a year and represent the contractual milestones or output measure, which is the contractual earnings pattern. For non-technology integration consulting contracts with fixed fees, we recognize revenues as amounts become billable in accordance with contract terms, provided the billable amounts are not contingent, are consistent with the services delivered, and are earned. Contingent or incentive revenues relating to non-technology integration consulting contracts are recognized when the contingency is satisfied and we conclude the amounts are earned.

Outsourcing contracts typically span several years and involve complex delivery, often through multiple workforces in different countries. In a number of these arrangements, we hire client employees and become responsible for certain client obligations. Revenues are recognized on outsourcing contracts as amounts become billable in accordance with contract terms, unless the amounts are billed in advance of performance of services, in which case revenues are recognized when the services are performed and amounts are earned. Revenues from time-and-materials or cost-plus contracts are recognized as the services are performed. In such contracts, our effort, measured by time incurred, represents the contractual milestones or output measure, which is the contractual earnings pattern. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from fixed-price contracts are recognized on a straight-line basis, unless revenues are earned and obligations are fulfilled in a different pattern. Outsourcing contracts can also include incentive payments for benefits delivered to clients. Revenues relating to such incentive payments are recorded when the contingency is satisfied and we conclude the amounts are earned. We continuously review and reassess our estimates of contract profitability. Circumstances that potentially affect profitability over the life of the contract include decreases in volumes of transactions or other inputs/outputs on which we are paid, failure to deliver agreed benefits, variances from planned internal/external costs to deliver our services, and other factors affecting revenues and costs.

Costs related to delivering outsourcing services are expensed as incurred, with the exception of certain transition costs related to the set-up of processes, personnel and systems, which are deferred during the transition period and expensed evenly over the period outsourcing services are provided. The deferred costs are specific internal costs or incremental external costs directly related to transition or set-up activities necessary to enable the outsourced services. Generally, deferred amounts are protected in the event of early termination of the contract and are monitored regularly for impairment. Impairment losses are recorded when projected remaining undiscounted operating cash flows of the related contract are not sufficient to recover the carrying amount of contract assets. Amounts billable to the client for transition or set-up activities are deferred and recognized as revenue evenly over the period outsourcing services are provided. Contract acquisition and origination costs are expensed as incurred.

We enter into contracts that may consist of multiple elements. These contracts may include any combination of technology integration consulting services, non-technology integration consulting services or outsourcing services described above. Revenues for contracts with multiple elements are allocated based on the lesser of the element's relative selling price or the amount that is not contingent on future delivery of another element. The selling price of each element is determined by obtaining the vendor-specific objective evidence ("VSOE") of fair value of each element. VSOE of fair value is based on the price charged when the element is sold separately by the Company on a regular basis and not as part of a contract with multiple elements. If the amount

of non-contingent revenues allocated to a delivered element accounted for under the percentage-of-completion method of accounting is less than the costs to deliver such services, then such costs are deferred and recognized in future periods when the revenues become non-contingent. Revenues are recognized in accordance with our accounting policies for the separate elements when the services have value on a stand-alone basis, selling price of the separate elements exists and, in arrangements that include a general right of refund relative to the delivered element, performance of the undelivered element is considered probable and substantially in our control. While determining fair value and identifying separate elements require judgment, generally fair value and the separate elements are readily identifiable as we also sell those elements unaccompanied by other elements.

Revenues recognized in excess of billings are recorded as Unbilled services. Billings in excess of revenues recognized are recorded as Deferred revenues until revenue recognition criteria are met. Client prepayments (even if nonrefundable) are deferred and recognized over future periods as services are delivered or performed.

Our consulting revenues are affected by the number of work days in a fiscal quarter, which in turn is affected by the level of vacation days and holidays. Consequently, since our first and third quarters typically have approximately 5-10% more work days than our second and fourth quarters, our consulting revenues are typically higher in our first and third quarters than in our second and fourth quarters.

Net revenues include the margin earned on computer hardware and software resale contracts, as well as revenues from alliance agreements, neither of which is material to us. Reimbursements include billings for travel and other out-of-pocket expenses and third-party costs, such as the cost of hardware and software resales. In addition, Reimbursements may include allocations from gross billings to record an amount equivalent to reimbursable costs, where billings do not specifically identify reimbursable expenses. We report revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Income Taxes

Determining the consolidated provision for income tax expense, income tax liabilities and deferred tax assets and liabilities involves judgment. Deferred tax assets and liabilities, measured using enacted tax rates, are recognized for the future tax consequences of temporary differences between the tax and financial statement bases of assets and liabilities. As a global company, we calculate and provide for income taxes in each of the tax jurisdictions in which we operate. This involves estimating current tax exposures in each jurisdiction as well as making judgments regarding the recoverability of deferred tax assets. Tax exposures can involve complex issues and may require an extended period to resolve. In assessing the realizability of deferred tax assets, we consider whether it is more likely than not that some portion or all of the deferred tax assets will not be realized and adjust the valuation allowances accordingly. Factors considered in making this determination include the period of expiration of the tax asset, planned use of the tax asset, tax planning strategies and historical and projected taxable income as well as tax liabilities for the tax jurisdiction in which the tax asset is located. Valuation allowances will be subject to change in each future reporting period as a result of changes in one or more of these factors. Changes in the geographic mix or estimated level of annual income before taxes can affect the overall effective tax rate.

We apply an estimated annual effective tax rate to our quarterly operating results to determine the interim provision for income tax expense. In accordance with FASB guidance on uncertainty in income taxes, a change in judgment that impacts the measurement of a tax position taken in a prior year is recognized as a discrete item in the interim period in which the change occurs. In the event there is a significant unusual or infrequent item recognized in our quarterly operating results, the tax attributable to that item is recorded in the interim period in which it occurs.

No taxes have been provided on undistributed foreign earnings that are planned to be indefinitely reinvested. If future events, including material changes in estimates of cash, working capital and long-term investment requirements, necessitate that these earnings be distributed, an additional provision for taxes may apply, which could materially affect our future effective tax rate. We currently do not foresee any event that would require us to distribute these earnings.

As a matter of course, we are regularly audited by various taxing authorities, and sometimes these audits result in proposed assessments where the ultimate resolution may result in us owing additional taxes. We establish tax liabilities or reduce tax assets for uncertain tax positions when, despite our belief that our tax return positions are appropriate and supportable under local tax law, we believe we may not succeed in realizing the tax benefit of certain positions if challenged. In evaluating a tax position, we determine whether it is more likely than not that the position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. Our estimate of the ultimate tax liability contains assumptions based on past experiences, judgments about potential actions by taxing jurisdictions as well as judgments about the likely outcome of issues that have been raised by taxing jurisdictions. The tax position is measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon settlement. We evaluate these uncertain tax positions each quarter and adjust the related tax liabilities or assets in light of changing facts and circumstances, such as the progress of a tax audit or the expiration of a statute of limitations. We believe the estimates and assumptions used to support our evaluation of uncertain tax positions are reasonable. However, final determinations of prior-year tax liabilities, either by settlement with tax authorities or expiration of statutes of limitations, could be materially different from estimates reflected in assets and liabilities and historical income tax provisions. The outcome of these final determinations could have a material effect on our income tax provision, net income, or cash flows in the period in which that determination is made. We believe our tax positions comply with applicable tax law and that we have adequately accounted for uncertain tax positions.

Revenues by Segment/Operating Group

Our five reportable operating segments are our operating groups, which are: Communications, Media & Technology; Financial Services; Health & Public Service; Products; and Resources. Operating groups are managed on the basis of net revenues because our management believes net revenues are a better indicator of operating group performance than revenues. In addition to reporting net revenues by operating group, we also report net revenues by two types of work: consulting and outsourcing, which represent the services sold by our operating groups. Consulting net revenues, which include management and technology consulting and systems integration, reflect a finite, distinct project or set of projects with a defined outcome and typically a defined set of specific deliverables. Outsourcing net revenues typically reflect ongoing, repeatable services or capabilities provided to transition, run and/or manage operations of client systems or business functions.

From time to time, our operating groups work together to sell and implement certain contracts. The resulting revenues and costs from these contracts may be apportioned among the participating operating groups. Generally, operating expenses for each operating group have similar characteristics and are subject to the same factors, pressures and challenges. However, the economic environment and its effects on the industries served by our operating groups affect revenues and operating expenses within our operating groups to differing degrees. The mix between consulting and outsourcing is not uniform among our operating groups. Local currency fluctuations also tend to affect our operating groups differently, depending on the geographic concentrations and locations of their businesses.

While we provide discussion about our results of operations below, we cannot measure how much of our revenue growth in a particular period is attributable to changes in price or volume. Management does not track standard measures of unit or rate volume. Instead, our measures of volume and price are extremely complex, as each of our services contracts is unique, reflecting a customized mix of specific services that does not fit into standard comparability measurements. Pricing for our services is a function of the nature of each service to be provided, the skills required and outcome sought, as well as estimated cost, risk, contract terms and other factors.

Results of Operations for Fiscal 2013 Compared to Fiscal 2012

Net revenues (by operating group, geographic region and type of work) and reimbursements were as follows:

	Fiscal		Percent Increase (Decrease) U.S. Dollars	Percent Increase (Decrease) Local Currency	Percent of Total Net Revenues for Fiscal	
	2013	2012			2013	2012
	(in millions of U.S. dollars)					
OPERATING GROUPS						
Communications, Media & Technology	$ 5,686	$ 5,907	(4)%	(2)%	20%	21%
Financial Services	6,166	5,843	6	7	21	21
Health & Public Service	4,739	4,256	11	12	17	15
Products	6,807	6,563	4	5	24	24
Resources	5,143	5,275	(2)	(1)	18	19
Other	22	19	n/m	n/m	—	—
TOTAL NET REVENUES	28,563	27,862	3 %	4 %	100%	100%
Reimbursements	1,831	1,916	(4)			
TOTAL REVENUES	$ 30,394	$ 29,778	2 %			
GEOGRAPHIC REGIONS						
Americas	$ 13,519	$ 12,523	8 %	9 %	47%	45%
EMEA (1)	11,047	11,296	(2)	—	39	41
Asia Pacific	3,997	4,043	(1)	3	14	14
TOTAL NET REVENUES	$ 28,563	$ 27,862	3 %	4 %	100%	100%
TYPE OF WORK						
Consulting	$ 15,383	$ 15,562	(1)%	1 %	54%	56%
Outsourcing	13,179	12,300	7	9	46	44
TOTAL NET REVENUES	$ 28,563	$ 27,862	3 %	4 %	100%	100%

n/m = not meaningful

(1) EMEA includes Europe, Middle East and Africa.

(2) Amounts in table may not total due to rounding.

We conduct business in the following countries that individually comprised 10% or more of consolidated net revenues during fiscal 2013, 2012 or 2011:

	Fiscal		
	2013	2012	2011
United States	39%	36%	35%
United Kingdom	9	9	10

Net Revenues

Outsourcing revenue growth in local currency moderated during the second half of fiscal 2013 compared to the first half of fiscal 2013. Financial Services, Products and Health & Public Service experienced strong growth in outsourcing revenues in local currency during fiscal 2013. Outsourcing revenue growth in local currency during fiscal 2013 was slight in Resources and declined in Communications, Media & Technology. Consulting revenues were flat in local currency during fiscal 2013. Health & Public Service experienced strong growth in consulting revenues in local currency during fiscal 2013. Consulting revenue growth in local currency during fiscal 2013 was slight in Financial Services and declined in Communications, Media & Technology, Resources and Products.

The following net revenues commentary discusses local currency net revenue changes for fiscal 2013 compared to fiscal 2012:

Operating Groups

- Communications, Media & Technology net revenues decreased 2% in local currency. Outsourcing revenues reflected slight growth, driven by growth in Americas across all industry groups and Media & Entertainment in EMEA, partially offset by a significant decline in Electronics & High Tech in EMEA, principally due to an expected year-over-year revenue decline from one contract. The revenue decline on this contract is expected to continue to impact outsourcing revenue growth in the near term. In addition, outsourcing revenue growth was impacted by a decline in Electronics & High Tech in Asia Pacific. Consulting revenues reflected a modest decline, due to declines in Communications and Media & Entertainment in Americas and Electronics & High Tech in EMEA and Asia Pacific, partially offset by strong growth in Electronics & High Tech in Americas. Some of our clients continued to reduce and/or defer their investment in consulting, which had a negative impact on our consulting revenues during fiscal 2013. We *expect these trends will continue to impact our net revenue growth in the near term.*
- Financial Services net revenues increased 7% in local currency. Outsourcing revenues reflected very strong growth, driven by all industry groups in Americas and Banking in EMEA, including the impact of an acquisition in Banking during fiscal 2012. Consulting revenues reflected slight growth, with very strong growth driven by Insurance in Americas and Asia Pacific and Capital Markets in EMEA. These increases were partially offset by declines in Insurance and Banking in EMEA and Banking in Americas. Changes in the banking and capital markets industries continue to influence the business needs of our clients. This is resulting in higher current demand for outsourcing services, including transformational projects, and lower demand for short-term consulting services and we expect this trend to continue in the near term.
- Health & Public Service net revenues increased 12% in local currency. Consulting revenues reflected strong growth, led by Public Service in Americas and Asia Pacific and Health in Americas and EMEA. This growth was partially offset by a decline in Public Service in EMEA and Health in Asia Pacific. Outsourcing revenues also reflected strong growth, led by Public Service in Americas and Health in Americas and Asia Pacific.
- Products net revenues increased 5% in local currency. Outsourcing revenues reflected strong growth, driven by growth across all geographic regions and industry groups, led by Life Sciences, Retail and Industrial Equipment. Consulting revenues reflected a slight decline, due to declines in Asia Pacific across most industry groups, Americas and EMEA in Retail, and Americas in Consumer Goods & Services. These decreases were largely offset by growth in Americas and EMEA in Life Sciences, Americas in Industrial Equipment and EMEA in Consumer Goods & Services. During fiscal 2013, several large systems integration projects ended, transitioned to smaller phases or to outsourcing services. We also had higher demand for outsourcing services, including transformational projects, and lower demand for short-term consulting services and we expect this trend to continue in the near term.
- Resources net revenues decreased 1% in local currency. Outsourcing revenues reflected modest growth, driven by all industry groups in EMEA and Utilities and Energy in Asia Pacific, partially offset by a decline in Utilities in Americas. Consulting revenues reflected a modest decline, as growth in Chemicals across all geographic regions was more than offset by declines in Natural Resources in Asia Pacific and Americas, Utilities in EMEA and Energy in Americas. Some of our clients, primarily in Natural Resources and Utilities, reduced their level of consulting investments. In addition, several large systems integration projects have ended or have transitioned to smaller phases and demand for our outsourcing services has moderated. We expect these trends will continue to impact Resources year-over-year net revenue growth in the near term.

Geographic Regions

- Americas net revenues increased 9% in local currency, driven by growth in the United States.
- EMEA net revenues were flat in local currency. We experienced a significant decline in Finland, principally due to an expected year-over-year decline from one contract in Communications, Media & Technology, as well as declines in Spain, Sweden and the United Kingdom. These declines were offset by growth in Switzerland, the Netherlands, Germany, Ireland, South Africa and Italy.
- Asia Pacific net revenues increased 3% in local currency, driven by China, India, Singapore and Australia, partially offset by declines in Japan, South Korea and Malaysia.

Operating Expenses

Operating expenses for fiscal 2013 were $26,056 million, an increase of $149 million, or 1%, over fiscal 2012, and decreased as a percentage of revenues to 85.7% from 87.0% during this period. Operating expenses before reimbursable expenses for fiscal 2013 were $24,224 million, an increase of $233 million, or 1%, over fiscal 2012, and decreased as a percentage of net revenues to 84.8% from 86.1% during this period.

Cost of Services

Cost of services for fiscal 2013 was $21,010 million, an increase of $220 million, or 1%, over fiscal 2012, and decreased as a percentage of revenues to 69.1% from 69.8% during this period. Cost of services before reimbursable expenses for fiscal 2013 was $19,179 million, an increase of $304 million, or 2%, over fiscal 2012, and decreased as a percentage of net revenues to 67.1% from 67.7% during this period. Gross margin for fiscal 2013 increased to 32.9% from 32.3% during this period, principally due to higher outsourcing contract profitability, partially offset by higher costs associated with investments in offerings.

Sales and Marketing

Sales and marketing expense for fiscal 2013 was $3,482 million, an increase of $178 million, or 5%, over fiscal 2012, and increased as a percentage of net revenues to 12.2% from 11.9% during this period. The increase as a percentage of net revenues was primarily driven by higher selling and other business development costs associated with generating new contract bookings and expanding our pipeline of business opportunities, as well as acquisition-related costs.

General and Administrative Costs

General and administrative costs for fiscal 2013 were $1,836 million, an increase of $25 million, or 1%, from fiscal 2012, and decreased as a percentage of net revenues to 6.4% from 6.5% during this period.

Reorganization (Benefits) Costs, net

We recorded net reorganization benefits of $272 million ($274 million in reorganization benefits less $1.9 million in interest expense accrued) during fiscal 2013 as a result of final determinations of certain reorganization liabilities established in connection with our transition to a corporate structure in 2001. For additional information, refer to Note 3 (Reorganization (Benefits) Costs, Net) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Operating Income and Operating Margin

Operating income for fiscal 2013 was $4,339 million, an increase of $467 million, or 12%, over fiscal 2012, and increased as a percentage of net revenues to 15.2% from 13.9% during this period. The reorganization benefits of $274 million recorded during fiscal 2013 increased operating margin by 100 basis points. Excluding the effects of the reorganization benefits, operating margin for fiscal 2013 increased 30 basis points compared to fiscal 2012.

Operating income and operating margin for each of the operating groups were as follows:

	Fiscal			
	2013		2012	
	Operating Income	Operating Margin	Operating Income	Operating Margin
	(in millions of U.S. dollars)			
Communications, Media & Technology	$ 786	14%	$ 845	14%
Financial Services	1,003	16	810	14
Health & Public Service	594	13	376	9
Products	985	14	864	13
Resources	971	19	977	19
Total	$ 4,339	15.2%	$ 3,872	13.9%

(1) Amounts in table may not total due to rounding.

Operating Income and Operating Margin Excluding Reorganization Benefits (Non-GAAP)

	Fiscal						
	2013				2012		
		Operating Income and Operating Margin Excluding Reorganization Benefits (Non-GAAP)			Operating Income and Operating Margin as Reported (GAAP)		
	Operating Income (GAAP)	Reorganization Benefits (1)	Operating Income (2)	Operating Margin (2)	Operating Income	Operating Margin	Increase (Decrease)
Communications, Media & Technology	$ 786	$ 53	$ 733	13%	$ 845	14%	$ (113)
Financial Services	1,003	59	944	15	810	14	134
Health & Public Service	594	48	546	12	376	9	170
Products	985	65	921	14	864	13	57
Resources	971	49	921	18	977	19	(55)
Total	$ 4,339	$ 274	$ 4,065	14.2%	$ 3,872	13.9%	$ 193

(1) Represents reorganization benefits related to final determinations of certain reorganization liabilities established in connection with our transition to a corporate structure during 2001.

(2) We have presented Operating income and operating margin excluding reorganization benefits, as we believe quantifying the effect of the reorganization benefits on Operating income and operating margin facilitates understanding as to both the impact of these benefits and our operating performance.

(3) Amounts in table may not total due to rounding.

During fiscal 2013, each operating group recorded a portion of the $274 million reorganization benefits. The commentary below provides additional insight into operating group performance and operating margin for fiscal 2013, exclusive of the reorganization benefits, compared with fiscal 2012. See "Reorganization (Benefits), Costs, net."

- Communications, Media & Technology operating income decreased, primarily due to a decline in consulting revenue and higher sales and marketing costs as a percentage of net revenues. Operating income was also impacted by an expected significant year-over-year revenue decline from one outsourcing contract.
- Financial Services operating income increased, primarily due to strong outsourcing revenue growth and improved outsourcing and consulting contract profitability. Operating income for fiscal 2012 included the impact of costs related to acquisitions.
- Health & Public Service operating income increased, primarily due to revenue growth and improved outsourcing contract profitability.
- Products operating income increased, primarily due to strong outsourcing revenue growth and improved outsourcing contract profitability, partially offset by a decline in consulting revenues.
- Resources operating income decreased, primarily due to a decline in consulting revenue and higher sales and marketing costs as a percentage of net revenues.

Interest Income

Interest income for fiscal 2013 was $33 million, a decrease of $10 million, or 23%, from fiscal 2012. The decrease was primarily due to lower cash balances.

Other (Expense) Income, net

Other (expense) income, net for fiscal 2013 was $18 million, a decrease of $23 million from fiscal 2012. The change was primarily driven by net foreign exchange losses during fiscal 2013, compared to net foreign exchange gains during fiscal 2012.

Provision for Income Taxes

The effective tax rate for fiscal 2013 was 18.1%, compared with 27.6% for fiscal 2012. During fiscal 2013, we recorded reorganization benefits of $274 million, which increased income before taxes without any increase in income tax expense. The effective tax rate was also impacted by a benefit of $243 million related to settlements of U.S. federal tax audits for fiscal years 2006 through 2009 recorded during fiscal 2013. Absent these items, the effective tax rate for fiscal 2013 would have been 25.3%, which is lower than fiscal 2012 primarily due to lower additions to tax reserves.

Net Income Attributable to Noncontrolling Interests

Net income attributable to noncontrolling interests eliminates the income earned or expense incurred attributable to the equity interest that some of our current and former members of Accenture Leadership and their permitted transferees have in our Accenture SCA and Accenture Canada Holdings Inc. subsidiaries. See "Business—Organizational Structure." The resulting Net income attributable to Accenture plc represents the income attributable to the shareholders of Accenture plc. Since January 2002, noncontrolling interests has also included immaterial amounts primarily attributable to noncontrolling shareholders in our Avanade Inc. subsidiary.

Net income attributable to noncontrolling interests for fiscal 2013 was $273 million, an increase of $1 million over fiscal 2012. The increase was due to higher Net income of $730 million, offset by a reduction in the Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares average noncontrolling ownership interest to 7% for fiscal 2013 from 9% for fiscal 2012.

Earnings Per Share

Diluted earnings per share were $4.93 for fiscal 2013, compared with $3.84 for fiscal 2012. The $1.09 increase in our earnings per share included the impact of the reorganization benefits of $274 million, which increased earnings per share by $0.38, and the $243 million tax benefit related to settlements of U.S. federal tax audits, which increased earnings per share by $0.34. Excluding the impact of these benefits, earnings per share increased $0.37 compared with earnings per share for fiscal 2012, due to increases of $0.19 from higher revenues and operating results, $0.13 from a lower effective tax rate, excluding the impact of the tax benefit related to settlements of U.S. federal tax audits and reorganization benefits, and $0.08 from lower weighted average shares outstanding. These increases were partially offset by a decrease of $0.03 from lower non-operating income. For information regarding our earnings per share calculations, see Note 2 (Earnings Per Share) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Results of Operations for Fiscal 2012 Compared to Fiscal 2011

Net revenues (by operating group, geographic region and type of work) and reimbursements were as follows:

	Fiscal		Percent Increase U.S. Dollars	Percent Increase Local Currency	Percent of Total Net Revenues for Fiscal	
	2012	2011			2012	2011
	(in millions of U.S. dollars)					
OPERATING GROUPS						
Communications, Media & Technology	$ 5,907	$ 5,434	9%	11%	21%	22%
Financial Services	5,843	5,381	9	11	21	21
Health & Public Service	4,256	3,861	10	11	15	15
Products	6,563	5,931	11	13	24	23
Resources	5,275	4,882	8	10	19	19
Other	19	18	n/m	n/m	—	—
TOTAL NET REVENUES	27,862	25,507	9%	11%	100%	100%
Reimbursements	1,916	1,846	4			
TOTAL REVENUES	$ 29,778	$ 27,353	9%			
GEOGRAPHIC REGIONS						
Americas	$ 12,523	$ 11,271	11%	13%	45%	44%
EMEA	11,296	10,854	4	8	41	43
Asia Pacific	4,043	3,383	20	18	14	13
TOTAL NET REVENUES	$ 27,862	$ 25,507	9%	11%	100%	100%
TYPE OF WORK						
Consulting	$ 15,562	$ 14,924	4%	6%	56%	59%
Outsourcing	12,300	10,583	16	19	44	41
TOTAL NET REVENUES	$ 27,862	$ 25,507	9%	11%	100%	100%

n/m = not meaningful

(1) Amounts in table may not total due to rounding.

Net Revenues

Revenue growth in local currency was very strong in outsourcing during fiscal 2012. All five of our operating groups experienced double-digit year-over-year outsourcing revenue growth in local currency during fiscal 2012. Consulting revenue growth in local currency moderated significantly during the second half of fiscal 2012 compared to the first half of fiscal 2012. While Health & Public Service experienced strong growth in consulting revenues in local currency during fiscal 2012, year-over-year consulting revenue growth in local currency either moderated or declined for all other operating groups in the second half of fiscal 2012.

The following net revenues commentary discusses local currency net revenue changes for fiscal 2012 compared to fiscal 2011:

Operating Groups

- Communications, Media & Technology net revenues increased 11% in local currency. Outsourcing revenues reflected significant growth, led by Electronics & High Tech in EMEA, principally due to a significant short-term increase from one contract. We also experienced outsourcing growth in Communications across all geographic regions. Consulting revenues declined slightly, with growth in the first half of fiscal 2012 offset by contraction during the second half of the fiscal year. For fiscal 2012, consulting revenues reflected a decline in Communications in EMEA and Asia Pacific, partially offset by growth in Media & Entertainment in Americas and Electronics & High Tech in Asia Pacific. Some of our clients, primarily in Communications, continued to exercise caution by reducing and/or deferring their investment in consulting, which had a negative impact on our consulting revenues.

- Financial Services net revenues increased 11% in local currency. Outsourcing revenues reflected very significant growth, driven by all industry groups in Americas, including the impact of an acquisition in Banking. We also experienced outsourcing growth across all industry groups in Asia Pacific and Capital Markets in EMEA. Consulting revenues reflected modest growth, driven by significant growth in Insurance across all geographic regions, including the impact of an acquisition. This growth was partially offset by declines in Banking in EMEA and Americas and Capital Markets in EMEA. The uncertainty in the banking and capital markets industries impacted our consulting revenue growth during fiscal 2012.
- Health & Public Service net revenues increased 11% in local currency. Consulting revenues reflected strong growth, led by Health across all geographic regions and Public Service in Asia Pacific. Outsourcing revenues reflected strong growth, driven by Health across all geographic regions and Public Service in EMEA and Asia Pacific. Outsourcing revenues during fiscal 2011 reflected revenues recognized upon favorable resolution of billing holdbacks on certain contracts with United States government agencies. The global uncertainty and challenges in the public sector continued to have an impact on demand in our public service business.
- Products net revenues increased 13% in local currency. Consulting revenues increased, driven primarily by growth across all industry groups in Americas and most industry groups in Asia Pacific. By industry group, growth was led by Retail and Industrial Equipment. Outsourcing revenues reflected very strong growth, driven by growth across all geographic regions and most industry groups, led by Life Sciences, Air, Freight & Travel Services and Retail.
- Resources net revenues increased 10% in local currency. Consulting revenues increased, driven by Energy across all geographic regions and Natural Resources in Asia Pacific and EMEA, partially offset by a decline in Natural Resources in Americas. Outsourcing revenues reflected strong growth, driven by growth across all geographic regions and all industry groups, led by Energy and Natural Resources.

Geographic Regions

- Americas net revenues increased 13% in local currency, led by the United States and Brazil. In general, revenue growth moderated across Americas in the second half of fiscal 2012 compared to the first half of fiscal 2012.
- EMEA net revenues increased 8% in local currency, driven by growth in Finland, the United Kingdom, Italy, Germany, the Netherlands and South Africa. In general, revenue growth moderated across EMEA in the second half of fiscal 2012 compared to the first half of fiscal 2012.
- Asia Pacific net revenues increased 18% in local currency, driven by Australia, Japan, China, Singapore, South Korea and India.

Operating Expenses

Operating expenses for fiscal 2012 were $25,906 million, an increase of $2,024 million, or 8%, over fiscal 2011, and decreased as a percentage of revenues to 87.0% from 87.3% during this period. Operating expenses before reimbursable expenses for fiscal 2012 were $23,991 million, an increase of $1,954 million, or 9%, over fiscal 2011, and decreased as a percentage of net revenues to 86.1% from 86.4% during this period.

Cost of Services

Cost of services for fiscal 2012 was $20,790 million, an increase of $1,824 million, or 10%, over fiscal 2011, and increased as a percentage of revenues to 69.8% from 69.3% during this period. Cost of services before reimbursable expenses for fiscal 2012 was $18,875 million, an increase of $1,754 million, or 10%, over fiscal 2011, and increased as a percentage of net revenues to 67.7% from 67.1% during this period. Gross margin for fiscal 2012 decreased to 32.3% from 32.9% during this period. Gross margin for fiscal 2012 was lower than for fiscal 2011, principally due to higher payroll costs as a percentage of net revenues, including costs associated with investments in offerings and acquisitions, partially offset by higher contract profitability.

Sales and Marketing

Sales and marketing expense for fiscal 2012 was $3,303 million, an increase of $209 million, or 7%, over fiscal 2011, and decreased as a percentage of net revenues to 11.9% from 12.1% during this period. The decrease as a percentage of net revenues was due to growth of business development costs at a rate lower than that of net revenues.

General and Administrative Costs

General and administrative costs for fiscal 2012 were $1,811 million, a decrease of $9 million, or 1%, from fiscal 2011, and decreased as a percentage of net revenues to 6.5% from 7.1% during this period. The decrease as a percentage of net revenues was due to management of these costs at a growth rate lower than that of net revenues. In addition, during fiscal 2011, we recorded a provision for litigation matters for $75 million, or 0.3% of net revenues, which was partially offset by a reduction in the allowance for client receivables and unbilled services.

Operating Income and Operating Margin

Operating income for fiscal 2012 was $3,872 million, an increase of $401 million, or 12%, over fiscal 2011, and increased as a percentage of net revenues to 13.9% from 13.6% during this period. Operating income and operating margin for each of the operating groups were as follows:

	Fiscal				
	2012		2011		
	Operating Income	Operating Margin	Operating Income	Operating Margin	Increase (Decrease)
	(in millions of U.S. dollars)				
Communications, Media & Technology	$ 845	14%	$ 728	13%	$ 118
Financial Services	810	14	898	17	(89)
Health & Public Service	376	9	318	8	58
Products	864	13	680	11	184
Resources	977	19	846	17	130
Total	$ 3,872	13.9%	$ 3,470	13.6%	$ 401

(1) Amounts in table may not total due to rounding.

During fiscal 2012, the results of each operating group benefited from our management of general and administrative costs at a growth rate lower than that of net revenues. In addition, during fiscal 2011, each operating group recorded a portion of the $75 million provision for litigation matters, partially offset by a reduction in the allowance for client receivables and unbilled services. The commentary below provides additional insight into operating group performance and operating margin for fiscal 2012, compared with fiscal 2011, exclusive of these impacts.

- Communications, Media & Technology operating income increased, primarily due to outsourcing revenue growth, principally related to a significant short-term increase from one contract.
- Financial Services operating income decreased, primarily due to a lower proportion of high margin consulting work, costs related to recent acquisitions and higher sales and marketing costs as a percentage of net revenues, partially offset by strong outsourcing revenue growth.
- Health & Public Service operating income increased, primarily due to revenue growth and lower sales and marketing costs as a percentage of net revenues, partially offset by the negative impact of delivery inefficiencies on a few contracts. Health & Public Service operating margin was impacted by administrative and compliance costs associated with our U.S. Federal practice.
- Products operating income increased, primarily due to revenue growth and improved consulting and outsourcing contract profitability.
- Resources operating income increased, primarily due to strong revenue growth.

Interest Income

Interest income for fiscal 2012 was $43 million, an increase of $1 million, or 4%, over fiscal 2011. The increase was primarily due to higher cash balances.

Other Income, net

Other income, net for fiscal 2012 was $5 million, a decrease of $10 million from fiscal 2011. The change was driven primarily by lower net foreign exchange gains during fiscal 2012.

Provision for Income Taxes

The effective tax rate for fiscal 2012 was 27.6%, compared with 27.3% for fiscal 2011. The effective tax rate in fiscal 2012 included higher expenses for additions to tax reserves and changes in our geographic mix of income, partially offset by higher benefits related to final determinations of prior year tax liabilities.

Net Income Attributable to Noncontrolling Interests

Net income attributable to noncontrolling interests eliminates the income earned or expense incurred attributable to the equity interest that some of our current and former members of Accenture Leadership and their permitted transferees have in our Accenture SCA and Accenture Canada Holdings Inc. subsidiaries. See "Business—Organizational Structure." The resulting Net income attributable to Accenture plc represents the income attributable to the shareholders of Accenture plc. Since January 2002, noncontrolling interests has also included immaterial amounts primarily attributable to noncontrolling shareholders in our Avanade Inc. subsidiary.

Net income attributable to noncontrolling interests for fiscal 2012 was $271 million, a decrease of $4 million, or 2%, from fiscal 2011. The decrease was due to a reduction in the Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares average noncontrolling ownership interest to 9% for fiscal 2012 from 10% for fiscal 2011, partially offset by an increase in Net income of $272 million.

Earnings Per Share

Diluted earnings per share were $3.84 for fiscal 2012, compared with $3.39 for fiscal 2011. The $0.45 increase in our earnings per share was due to increases of $0.40 from higher revenues and operating results and $0.08 from lower weighted average shares outstanding. These increases were partially offset by decreases of $0.02 from a higher effective tax rate and $0.01 from lower non-operating income, compared with fiscal 2011. Diluted earnings per share amounts have been restated to reflect the impact of the issuance of additional restricted share units to holders of restricted share units in connection with the fiscal 2012 payment of cash dividends. This restatement resulted in a one cent decrease in diluted earnings per share from $3.40 to $3.39 for fiscal 2011. For information regarding our earnings per share calculations, see Note 2 (Earnings Per Share) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Liquidity and Capital Resources

Our primary sources of liquidity are cash flows from operations, available cash reserves and debt capacity available under various credit facilities. In addition, we could raise additional funds through public or private debt or equity financings. We may use our available or additional funds to, among other things:

- facilitate purchases, redemptions and exchanges of shares and pay dividends;
- acquire complementary businesses or technologies;
- take advantage of opportunities, including more rapid expansion; or
- develop new services and solutions.

As of August 31, 2013, cash and cash equivalents was $5.6 billion, compared with $6.6 billion as of August 31, 2012.

Cash flows from operating, investing and financing activities, as reflected in our Consolidated Cash Flows Statements, are summarized in the following table:

	Fiscal			
	2013	2012	2011	2013 to 2012 Change
	(in millions of U.S. dollars)			
Net cash provided by (used in):				
Operating activities	$ 3,303	$ 4,257	$ 3,442	$ (954)
Investing activities	(1,156)	(535)	(703)	(621)
Financing activities	(3,066)	(2,559)	(2,122)	(507)
Effect of exchange rate changes on cash and cash equivalents	(90)	(223)	246	133
Net (decrease) increase in cash and cash equivalents	$ (1,009)	$ 939	$ 863	$ (1,948)

(1) Amounts in table may not total due to rounding.

Operating activities: The reduction in operating cash flow included the impact of a discretionary cash contribution of $500 million made to our U.S. defined benefit pension plan during fiscal 2013, which had a net impact of $350 million, after tax. The reduction in operating cash flow was also due to other changes in operating assets and liabilities, including an increase in net client balances (receivables from clients, current and non-current unbilled services and deferred revenues), partially offset by higher net income.

Investing activities: The $621 million increase in cash used was primarily due to increased spending on business acquisitions. For additional information, see Note 6 (Business Combinations and Goodwill) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Financing activities: The $507 million increase in cash used was primarily due to an increase in the net purchases of ordinary shares and an increase in cash dividends paid. For additional information, see Note 13 (Material Transactions Affecting Shareholders' Equity) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

We believe that our available cash balances and the cash flows expected to be generated from operations will be sufficient to satisfy our current and planned working capital and investment needs for the next twelve months. We also believe that our longer-term working capital and other general corporate funding requirements will be satisfied through cash flows from operations and, to the extent necessary, from our borrowing facilities and future financial market activities.

Borrowing Facilities

As of August 31, 2013, we had the following borrowing facilities, including the issuance of letters of credit, to support general working capital purposes:

	Facility Amount	Borrowings Under Facilities
	(in millions of U.S. dollars)	
Syndicated loan facility (1)	$ 1,000	$ —
Separate, uncommitted, unsecured multicurrency revolving credit facilities (2)	508	—
Local guaranteed and non-guaranteed lines of credit (3)	170	—
Total	$ 1,678	$ —

(1) This facility, which matures on October 31, 2016, provides unsecured, revolving borrowing capacity for general working capital purposes, including the issuance of letters of credit. Financing is provided under this facility at the prime rate or at the London Interbank Offered Rate plus a spread. We continue to be in compliance with relevant covenant terms. The facility is subject to annual commitment fees. As of August 31, 2013 and 2012, we had no borrowings under the facility.

(2) We maintain separate, uncommitted and unsecured multicurrency revolving credit facilities. These facilities provide local-currency financing for the majority of our operations. Interest rate terms on the revolving facilities are at market rates prevailing in the relevant local markets. As of August 31, 2013 and 2012, we had no borrowings under these facilities.

(3) We also maintain local guaranteed and non-guaranteed lines of credit for those locations that cannot access our global facilities. As of August 31, 2013 and 2012, we had no borrowings under these various facilities.

Under the borrowing facilities described above, we had an aggregate of $179 million and $164 million of letters of credit outstanding as of August 31, 2013 and 2012, respectively. In addition, we had total outstanding debt of $25.60 million and $0.03 million as of August 31, 2013 and 2012, respectively.

Share Purchases and Redemptions

The Board of Directors of Accenture plc has authorized funding for our publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares and for purchases and redemptions of Accenture plc Class A ordinary shares, Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares held by our current and former members of Accenture Leadership and their permitted transferees. As of August 31, 2013, our aggregate available authorization was $1,964 million for our publicly announced open-market share purchase and these other share purchase programs.

Our share purchase activity during fiscal 2013 was as follows:

	Accenture plc Class A Ordinary Shares		Accenture SCA Class I Common Shares and Accenture Canada Holdings Inc. Exchangeable Shares	
	Shares	Amount	Shares	Amount
	(in millions of U.S. dollars, except share amounts)			
Open-market share purchases (1)	26,547,155	$ 1,997	—	$ —
Other share purchase programs	—	—	3,062,148	218
Other purchases (2)	4,750,122	330	—	—
Total	31,297,277	$ 2,326	3,062,148	$ 218

(1) We conduct a publicly announced, open-market share purchase program for Accenture plc Class A ordinary shares. These shares are held as treasury shares by Accenture plc and may be utilized to provide for select employee benefits, such as equity awards to our employees.

(2) During fiscal 2013, as authorized under our various employee equity share plans, we acquired Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under those plans. These purchases of shares in connection with employee share plans do not affect our aggregate available authorization for our publicly announced open-market share purchase and the other share purchase programs.

(3) Amounts in table may not total due to rounding.

We intend to continue to use a significant portion of cash generated from operations for share repurchases during fiscal 2014. The number of shares ultimately repurchased under our open-market share purchase program may vary depending on numerous factors, including, without limitation, share price and other market conditions, our ongoing capital allocation planning, the levels of cash and debt balances, other demands for cash, such as acquisition activity, general economic and/or business conditions, and board and management discretion. Additionally, as these factors may change over the course of the year, the amount of share repurchase activity during any particular period cannot be predicted and may fluctuate from time to time. Share repurchases may be made from time to time through open-market purchases, in respect of purchases and redemptions of Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares, through the use of Rule 10b5-1 plans and/or by other means. The repurchase program may be accelerated, suspended, delayed or discontinued at any time, without notice.

Other Share Redemptions

During fiscal 2013, we issued 11,019,187 Accenture plc Class A ordinary shares upon redemptions of an equivalent number of Accenture SCA Class I common shares pursuant to our registration statement on Form S-3 (the "registration statement"). The registration statement allows us, at our option, to issue freely tradable Accenture plc Class A ordinary shares in lieu of cash upon redemptions of Accenture SCA Class I common shares held by current and former members of Accenture Leadership and their permitted transferees.

Subsequent Developments

On September 25, 2013, the Board of Directors of Accenture plc declared a semi-annual cash dividend of $0.93 per share on our Class A ordinary shares for shareholders of record at the close of business on October 11, 2013. Accenture plc will cause Accenture SCA to declare a semi-annual cash dividend of $0.93 per share on its Class I common shares for shareholders of record at the close of business on October 8, 2013. Both dividends are payable on November 15, 2013.

On September 25, 2013, the Board of Directors of Accenture plc approved $5.0 billion in additional share repurchase authority bringing Accenture's total outstanding authority to approximately $6.96 billion.

Obligations and Commitments

As of August 31, 2013, we had the following obligations and commitments to make future payments under contracts, contractual obligations and commercial commitments:

	Payments due by period				
Contractual Cash Obligations (1)	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(in millions of U.S. dollars)				
Long-term debt	$ 32	$ —	$ 2	$ 6	$ 25
Operating leases	2,160	455	649	383	675
Retirement obligations (2)	111	12	23	23	54
Purchase obligations and other commitments (3)	231	171	53	5	2
Total	$ 2,534	$ 637	$ 726	$ 416	$ 755

(1) The liability related to unrecognized tax benefits has been excluded from the contractual obligations table because a reasonable estimate of the timing and amount of cash out flows from future tax settlements cannot be determined. For additional information, refer to Note 9 (Income Taxes) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

(2) Amounts represent projected payments under certain unfunded retirement plans for former pre-incorporation partners. Given these plans are unfunded, we pay these benefits directly. These plans were eliminated for active partners after May 15, 2001.

(3) Other commitments include, among other things, information technology, software support and maintenance obligations, as well as other obligations in the ordinary course of business that we cannot cancel or where we would be required to pay a termination fee in the event of cancellation. Amounts shown do not include recourse that we may have to recover termination fees or penalties from clients.

(4) Amounts in table may not total due to rounding.

Off-Balance Sheet Arrangements

In the normal course of business and in conjunction with some client engagements, we have entered into contractual arrangements through which we may be obligated to indemnify clients with respect to certain matters. These arrangements with clients can include provisions whereby we have joint and several liability in relation to the performance of certain contractual obligations along with third parties also providing services and products for a specific project. In addition, our consulting arrangements may include warranty provisions that our solutions will substantially operate in accordance with the applicable system requirements. Indemnification provisions are also included in arrangements under which we agree to hold the indemnified party harmless with respect to third party claims related to such matters as title to assets sold or licensed or certain intellectual property rights.

Typically, we have contractual recourse against third parties for certain payments made by us in connection with arrangements where third party nonperformance has given rise to the client's claim. Payments by us under any of the arrangements described above are generally conditioned on the client making a claim which may be disputed by us typically under dispute resolution procedures specified in the particular arrangement. The limitations of liability under these arrangements may be expressly limited or may not be expressly specified in terms of time and/or amount.

For arrangements with unspecified limitations, we cannot reasonably estimate the aggregate maximum potential liability, as it is inherently difficult to predict the maximum potential amount of such payments, due to the conditional nature and unique facts of each particular arrangement.

To date, we have not been required to make any significant payment under any of the arrangements described above. For further discussion of these transactions, see Note 15 (Commitments and Contingencies) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

Recently Adopted Accounting Pronouncements

In August 2013, we early adopted guidance issued by the Financial Accounting Standards Board ("FASB") which requires enhanced disclosures in the notes to the consolidated financial statements to present separately, by item, reclassifications out of accumulated other comprehensive income (loss). The early adoption of this guidance did not have a material impact on our Consolidated Financial Statements. For additional information related to the reclassifications out of accumulated other comprehensive income (loss), see Note 4 (Accumulated Other Comprehensive Loss) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

In September 2012, we adopted guidance issued by the FASB which requires companies to present net income and other comprehensive income in either one continuous statement or in two separate but consecutive statements. The adoption of this guidance resulted in a change in the presentation of the components of comprehensive income, which are now presented in the Consolidated Statements of Comprehensive Income rather than in the Consolidated Shareholders' Equity Statements, under Item 8, "Financial Statements and Supplementary Data."

In September 2011, the FASB issued guidance on testing goodwill for impairment. The new guidance provides an entity the option to first perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If an entity determines that this is the case, it is required to perform the prescribed two-step goodwill impairment test to identify potential goodwill impairment and measure the amount of goodwill impairment to be recognized for that reporting unit (if any). If an entity determines that the fair value of a reporting unit is greater than its carrying amount, the two-step goodwill impairment test is not required. We adopted this new guidance for our fiscal 2013 annual goodwill impairment test. The adoption of this guidance did not have a material impact on our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

New Accounting Pronouncement

In December 2011, the FASB issued guidance requiring enhanced disclosures about certain financial instruments and derivative instruments that are offset in the Consolidated Balance Sheet or that are subject to enforceable master netting arrangements. The new guidance requires the disclosure of the gross amounts subject to rights of offset, amounts offset and the related net exposure. The new guidance will be effective for Accenture beginning in the first quarter of fiscal 2014, at which time we will include the required disclosures.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

All of our market risk sensitive instruments were entered into for purposes other than trading.

Foreign Currency Risk

We are exposed to foreign currency risk in the ordinary course of business. We hedge material cash flow exposures when feasible using forward contracts. These instruments are subject to fluctuations in foreign currency exchange rates and credit risk. Credit risk is managed through careful selection and ongoing evaluation of the financial institutions utilized as counterparties.

Certain of these hedge positions are undesignated hedges of balance sheet exposures such as intercompany loans and typically have maturities of less than one year. These hedges—primarily U.S. dollar/Euro, U.S. dollar/Indian rupee, U.S. dollar/Australian dollar, U.S. dollar/Singapore dollar, U.S. dollar/Japanese yen, U.S. dollar/Swiss franc, U.S. dollar/Philippine peso and U.S. dollar/Norwegian krone —are intended to offset remeasurement of the underlying assets and liabilities. Changes in the fair value of these derivatives are recorded in Other expense, net in the Consolidated Income Statement. Additionally, we have hedge positions that are designated cash flow hedges of certain intercompany charges relating to our Global Delivery Network. These hedges—U.S. dollar/Indian rupee, U.S. dollar/Philippine peso, U.K. pound/Indian rupee and Euro/Indian rupee, which typically have maturities not exceeding three years—are intended to partially offset the impact of foreign currency movements on future costs relating to resources supplied by our Global Delivery Network. For additional information, see Note 7 (Derivative Financial Instruments) to our Consolidated Financial Statements under Item 8, "Financial Statements and Supplementary Data."

For designated cash flow hedges, gains and losses currently recorded in Accumulated other comprehensive loss will be reclassified into earnings at the time when certain anticipated intercompany charges are accrued as Cost of services. As of August 31, 2013, it was anticipated that $177 million of the net losses, net of tax currently recorded in Accumulated other comprehensive loss will be reclassified into Cost of services within the next 12 months.

We use sensitivity analysis to determine the effects that market foreign currency exchange rate fluctuations may have on the fair value of our hedge portfolio. The sensitivity of the hedge portfolio is computed based on the market value of future cash flows as affected by changes in exchange rates. This sensitivity analysis represents the hypothetical changes in value of the hedge position and does not reflect the offsetting gain or loss on the underlying exposure. A 10% change in the levels of foreign currency exchange rates against the U.S. dollar (or other base currency of the hedge if not a U.S. dollar hedge) with all other variables held constant would have resulted in a change in the fair value of our hedge instruments of approximately $309 million and $402 million as of August 31, 2013 and 2012, respectively.

Interest Rate Risk

The interest rate risk associated with our borrowing and investing activities as of August 31, 2013 is not material in relation to our consolidated financial position, results of operations or cash flows. While we may do so in the future, we have not used derivative financial instruments to alter the interest rate characteristics of our investment holdings or debt instruments.

Equity Price Risk

The equity price risk associated with our marketable equity securities that are subject to market price volatility is not material in relation to our consolidated financial position, results of operations or cash flows.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See the Index to Consolidated Financial Statements and financial statements commencing on page F-1.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and our principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based on that evaluation, the principal executive officer and the principal financial officer of Accenture plc have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that:

i. pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;
ii. provide reasonable assurance that the transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of management and our Board of Directors; and
iii. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate due to changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control—Integrated Framework. Based on its evaluation, our management concluded that our internal control over financial reporting was effective as of the end of the fiscal year covered by this Annual Report on Form 10-K.

KPMG LLP, an independent registered public accounting firm, has audited the Consolidated Financial Statements included in this Annual Report on Form 10-K and, as part of their audit, has issued its attestation report, included herein, on the effectiveness of our internal control over financial reporting. See "Report of Independent Registered Public Accounting Firm" on page F-2.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting that occurred during the fourth quarter of fiscal 2013 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

There have been no material changes to the procedures by which security holders may recommend nominees to our Board of Directors from those described in the Proxy Statement for our Annual General Meeting of Shareholders filed with the SEC on December 17, 2012.

Information about our executive officers is contained in the discussion entitled "Executive Officers of the Registrant" in Part I of this Form 10-K. The remaining information called for by Item 10 will be included in the sections captioned "Board and Corporate Governance Matters—Director Biographies," "Board and Corporate Governance Matters—Board Meetings and Committees," "Board and Corporate Governance Matters—Audit Committee" and "Section 16(a) Beneficial Ownership Reporting Compliance" included in the definitive proxy statement relating to the 2014 Annual General Meeting of Shareholders of Accenture plc to be held on January 30, 2014 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company's 2013 fiscal year covered by this Form 10-K.

ITEM 11. EXECUTIVE COMPENSATION

The information called for by Item 11 will be included in the sections captioned "Compensation of Executive Officers and Directors," "Compensation Committee Interlocks and Insider Participation" and "Reports of the Committees of the Board—Compensation Committee Report" included in the definitive proxy statement relating to the 2014 Annual General Meeting of Shareholders of Accenture plc to be held on January 30, 2014 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company's 2013 fiscal year covered by this Form 10-K.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS

Securities Authorized for Issuance under Equity Compensation Plans

The following table sets forth, as of August 31, 2013, certain information related to our compensation plans under which Accenture plc Class A ordinary shares may be issued.

Plan Category	Number of Shares to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Shares Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in 1st Column)
Equity compensation plans approved by shareholders:			
2001 Share Incentive Plan	12,515,653 (1)	$ 25.115	—
Amended and Restated 2010 Share Incentive Plan	24,428,576 (2)	42.699	37,517,583
2010 Employee Share Purchase Plan	—	N/A	21,570,401
Equity compensation plans not approved by shareholders	—	N/A	—
Total	36,944,229		59,087,984

(1) Consists of 3,701,734 stock options with a weighted average exercise price of $25.115 per share and 8,813,919 restricted share units.

(2) Consists of 12,675 stock options with a weighted average exercise price of $42.699 per share and 24,415,901 restricted share units.

The remaining information called for by Item 12 will be included in the sections captioned "Beneficial Ownership of Directors and Executive Officers" and "Beneficial Ownership of More Than Five Percent of Any Class of Voting Securities" included in the definitive proxy statement relating to the 2014 Annual General Meeting of Shareholders of Accenture plc to be held on January 30, 2014 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company's 2013 fiscal year covered by this Form 10-K.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information called for by Item 13 will be included in the sections captioned "Board and Corporate Governance Matters—Director Independence" and "Board and Corporate Governance Matters—Certain Relationships and Related Person Transactions" included in the definitive proxy statement relating to the 2014 Annual General Meeting of Shareholders of Accenture plc to be held on January 30, 2014 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company's 2013 fiscal year covered by this Form 10-K.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information called for by Item 14 will be included in the sections captioned "Independent Auditor's Fees" included in the definitive proxy statement relating to the 2014 Annual General Meeting of Shareholders of Accenture plc to be held on January 30, 2014 and is incorporated herein by reference. Accenture plc will file such definitive proxy statement with the SEC pursuant to Regulation 14A not later than 120 days after the end of the Company's 2013 fiscal year covered by this Form 10-K.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) List of documents filed as part of this report:

1. Financial Statements as of August 31, 2013 and August 31, 2012 and for the three years ended August 31, 2013—Included in Part II of this Form 10-K:

   Consolidated Balance Sheets
   Consolidated Income Statements
   Consolidated Statements of Comprehensive Income
   Consolidated Shareholders' Equity Statements
   Consolidated Cash Flows Statements
   Notes to Consolidated Financial Statements

2. Financial Statement Schedules:

   None

3. Exhibit Index:

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(*) Indicates management contract or compensatory plan or arrangement.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs of the date they were made or at any other time.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf on October 29, 2013 by the undersigned, thereunto duly authorized.

ACCENTURE PLC

By: /s/ PIERRE NANTERME
Name: Pierre Nanterme
Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Pierre Nanterme, David P. Rowland and Julie Spellman Sweet, and each of them, as his or her true and lawful attorneys-in-fact and agents, with power to act with or without the others and with full power of substitution and resubstitution, to do any and all acts and things and to execute any and all instruments which said attorneys and agents and each of them may deem necessary or desirable to enable the registrant to comply with the U.S. Securities Exchange Act of 1934, as amended, and any rules, regulations and requirements of the U.S. Securities and Exchange Commission thereunder in connection with the registrant's Annual Report on Form 10-K for the fiscal year ended August 31, 2013 (the "Annual Report"), including specifically, but without limiting the generality of the foregoing, power and authority to sign the name of the registrant and the name of the undersigned, individually and in his or her capacity as a director or officer of the registrant, to the Annual Report as filed with the U.S. Securities and Exchange Commission, to any and all amendments thereto, and to any and all instruments or documents filed as part thereof or in connection therewith; and each of the undersigned hereby ratifies and confirms all that said attorneys and agents and each of them shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on October 29, 2013 by the following persons on behalf of the registrant and in the capacities indicated.

Signature	Title
/s/ PIERRE NANTERME **Pierre Nanterme**	Chief Executive Officer, Chairman of the Board and Director (principal executive officer)
/s/ DAVID P. ROWLAND **David P. Rowland**	Chief Financial Officer (principal financial officer)
/s/ RICHARD P. CLARK **Richard P. Clark**	Chief Accounting Officer (principal accounting officer)
/s/ JAIME ARDILA **Jaime Ardila**	Director
/s/ DINA DUBLON **Dina Dublon**	Director

/s/ CHARLES GIANCARLO **Charles Giancarlo**	Director
/s/ NOBUYUKI IDEI **Nobuyuki Idei**	Director
/s/ WILLIAM L. KIMSEY **William L. Kimsey**	Director
/s/ ROBERT I. LIPP **Robert I. Lipp**	Director
/s/ MARJORIE MAGNER **Marjorie Magner**	Director
/s/ BLYTHE J. MCGARVIE **Blythe J. McGarvie**	Director
/s/ SIR MARK MOODY-STUART **Sir Mark Moody-Stuart**	Director
/s/ GILLES C. PÉLISSON **Gilles C. Pélisson**	Director
/s/ WULF VON SCHIMMELMANN **Wulf von Schimmelmann**	Director

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ACCENTURE PLC

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Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
Accenture plc:

We have audited the accompanying Consolidated Balance Sheets of Accenture plc and its subsidiaries as of August 31, 2013 and 2012, and the related Consolidated Income Statements, Consolidated Statements of Comprehensive Income, Consolidated Shareholders' Equity Statements, and Consolidated Cash Flows Statements for each of the years in the three-year period ended August 31, 2013. We also have audited Accenture plc's internal control over financial reporting as of August 31, 2013, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Accenture plc's management is responsible for these consolidated financial statements, for *maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included* in the accompanying Management's Annual Report on Internal Control over Financial Reporting (Item 9A(b)). Our responsibility is to express an opinion on these consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the consolidated financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Accenture plc and its subsidiaries as of August 31, 2013 and 2012, and the results of their operations and their cash flows for each of the years in the three-year period ended August 31, 2013, in conformity with U.S. generally accepted accounting principles. Also in our opinion, Accenture plc maintained, in all material respects, effective internal control over financial reporting as of August 31, 2013, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

/s/ KPMG LLP

Chicago, Illinois
October 29, 2013

ACCENTURE PLC
CONSOLIDATED BALANCE SHEETS
August 31, 2013 and 2012
(In thousands of U.S. dollars, except share and per share amounts)

	August 31, 2013	August 31, 2012
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 5,631,885	$ 6,640,526
Short-term investments	2,525	2,261
Receivables from clients, net	3,333,126	3,080,877
Unbilled services, net	1,513,448	1,399,834
Deferred income taxes, net	794,917	685,732
Other current assets	568,277	778,701
Total current assets	11,844,178	12,587,931
NON-CURRENT ASSETS:		
Unbilled services, net	18,447	12,151
Investments	43,631	28,180
Property and equipment, net	779,675	779,494
Goodwill	1,818,586	1,215,383
Deferred contract costs	554,747	537,943
Deferred income taxes, net	1,018,567	808,765
Other non-current assets	789,218	695,568
Total non-current assets	5,022,871	4,077,484
TOTAL ASSETS	$ 16,867,049	$ 16,665,415
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt and bank borrowings	$ —	$ 11
Accounts payable	961,851	903,847
Deferred revenues	2,230,615	2,275,052
Accrued payroll and related benefits	3,460,393	3,428,838
Accrued consumption taxes	308,655	317,622
Income taxes payable	266,593	253,527
Deferred income taxes, net	24,031	21,916
Other accrued liabilities	908,852	908,392
Total current liabilities	8,160,990	8,109,205
NON-CURRENT LIABILITIES:		
Long-term debt	25,600	22
Deferred revenues relating to contract costs	517,397	553,764
Retirement obligation	872,761	1,352,266
Deferred income taxes, net	174,818	105,544
Income taxes payable	1,224,251	1,597,590
Other non-current liabilities	463,403	322,596
Total non-current liabilities	3,278,230	3,931,782
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Ordinary shares, par value 1.00 euros per share, 40,000 shares authorized and issued as of August 31, 2013 and August 31, 2012	57	57
Class A ordinary shares, par value $0.0000225 per share, 20,000,000,000 shares authorized, 771,301,885 and 745,749,177 shares issued as of August 31, 2013 and August 31, 2012, respectively	17	16
Class X ordinary shares, par value $0.0000225 per share, 1,000,000,000 shares authorized, 30,312,244 and 43,371,864 shares issued and outstanding as of August 31, 2013 and August 31, 2012, respectively	1	1
Restricted share units	875,156	863,714
Additional paid-in capital	2,393,936	1,341,576
Treasury shares, at cost: Ordinary, 40,000 shares as of August 31, 2013 and August 31, 2012; Class A ordinary, 135,258,733 and 112,370,409 shares as of August 31, 2013 and August 31, 2012, respectively	(7,326,079)	(5,285,625)
Retained earnings	10,069,844	7,904,242
Accumulated other comprehensive loss	(1,052,746)	(678,148)
Total Accenture plc shareholders' equity	4,960,186	4,145,833
Noncontrolling interests	467,643	478,595

Total shareholders' equity	5,427,829	4,624,428
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 16,867,049	$ 16,665,415

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED INCOME STATEMENTS
For the Years Ended August 31, 2013, 2012 and 2011
(In thousands of U.S. dollars, except share and per share amounts)

	2013	2012	2011
REVENUES:			
Revenues before reimbursements ("Net revenues")	$ 28,562,810	$ 27,862,330	$ 25,507,036
Reimbursements	1,831,475	1,915,655	1,845,878
Revenues	30,394,285	29,777,985	27,352,914
OPERATING EXPENSES:			
Cost of services:			
Cost of services before reimbursable expenses	19,178,635	18,874,629	17,120,317
Reimbursable expenses	1,831,475	1,915,655	1,845,878
Cost of services	21,010,110	20,790,284	18,966,195
Sales and marketing	3,481,891	3,303,478	3,094,465
General and administrative costs	1,835,646	1,810,984	1,820,277
Reorganization (benefits) costs, net	(272,042)	1,691	1,520
Total operating expenses	26,055,605	25,906,437	23,882,457
OPERATING INCOME	4,338,680	3,871,548	3,470,457
Interest income	32,893	42,550	41,083
Interest expense	(14,035)	(15,061)	(15,000)
Other (expense) income, net	(18,244)	5,137	15,482
INCOME BEFORE INCOME TAXES	4,339,294	3,904,174	3,512,022
Provision for income taxes	784,775	1,079,241	958,782
NET INCOME	3,554,519	2,824,933	2,553,240
Net income attributable to noncontrolling interests in Accenture SCA and Accenture Canada Holdings Inc.	(234,398)	(237,520)	(243,575)
Net income attributable to noncontrolling interests – other	(38,243)	(33,903)	(31,988)
NET INCOME ATTRIBUTABLE TO ACCENTURE PLC	$ 3,281,878	$ 2,553,510	$ 2,277,677
Weighted average Class A ordinary shares:			
Basic	645,536,995	643,132,601	645,631,170
Diluted	712,763,616	727,011,059	743,211,312
Earnings per Class A ordinary share:			
Basic	$ 5.08	$ 3.97	$ 3.53
Diluted	$ 4.93	$ 3.84	$ 3.39
Cash dividends per share	$ 1.62	$ 1.35	$ 0.90

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For the Years Ended August 31, 2013, 2012 and 2011
(In thousands of U.S. dollars)

	2013	2012	2011
NET INCOME	$ 3,554,519	$ 2,824,933	$ 2,553,240
OTHER COMPREHENSIVE (LOSS) INCOME, NET OF TAX:			
Foreign currency translation	(258,391)	(303,780)	192,408
Defined benefit plans	77,338	(189,222)	31,705
Cash flow hedges	(193,539)	(51,756)	28,014
Marketable securities	(6)	990	(215)
OTHER COMPREHENSIVE (LOSS) INCOME ATTRIBUTABLE TO ACCENTURE PLC	(374,598)	(543,768)	251,912
Other comprehensive (loss) income attributable to noncontrolling interests	(24,762)	(48,603)	31,778
COMPREHENSIVE INCOME	$ 3,155,159	$ 2,232,562	$ 2,836,930
COMPREHENSIVE INCOME ATTRIBUTABLE TO ACCENTURE PLC	$ 2,907,280	$ 2,009,742	$ 2,529,589
Comprehensive income attributable to noncontrolling interests	247,879	222,820	307,341
COMPREHENSIVE INCOME	$ 3,155,159	$ 2,232,562	$ 2,836,930

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS
For the Years Ended August 31, 2013, 2012 and 2011
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	$	No. Shares	$	No. Shares	$	No. Shares			$	No. Shares					
Balance as of August 31, 2010	$57	40	$16	696,815	$1	64,985	$973,889	$137,883	$(2,524,137)	(71,816)	$4,634,329	$(386,292)	$2,835,746	$438,977	$3,274,723
Net income											2,277,677		2,277,677	275,563	2,553,240
Other comprehensive income												251,912	251,912	31,778	283,690
Income tax benefit on share-based compensation plans								93,772					93,772		93,772
Purchases of Class A ordinary shares								137,599	(1,599,734)	(31,013)			(1,462,135)	(137,599)	(1,599,734)
Share-based compensation expense							415,918	34,219					450,137		450,137
Purchases/redemptions of Accenture SCA Class I common shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares						(15,620)		(515,690)					(515,690)	(56,453)	(572,143)
Issuances of Class A ordinary shares:															
Employee share programs				24,144			(638,085)	616,086	546,297	16,427			524,298	33,068	557,366
Upon redemption of Accenture SCA Class I common shares				6,837									—		—
Dividends							32,555				(610,751)		(578,196)	(65,446)	(643,642)
Other, net								21,168			(19,738)		1,430	(47,967)	(46,537)
Balance as of August 31, 2011	$57	40	$16	727,796	$1	49,365	$784,277	$525,037	$(3,577,574)	(86,402)	$6,281,517	$(134,380)	$3,878,951	$471,921	$4,350,872
Net income											2,553,510		2,553,510	271,423	2,824,933
Other comprehensive loss												(543,768)	(543,768)	(48,603)	(592,371)
Income tax benefit on share-based compensation plans								113,620					113,620		113,620
Purchases of Class A ordinary shares								146,689	(1,960,396)	(34,316)			(1,813,707)	(146,689)	(1,960,396)
Share-based compensation expense							497,531	40,555					538,086		538,086
Purchases/redemptions of Accenture SCA Class I common shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares						(5,993)		(126,354)					(126,354)	(12,091)	(138,445)
Issuances of Class A ordinary shares:															
Employee share programs				13,331			(465,672)	653,442	252,345	8,308			440,115	14,272	454,387
Upon redemption of Accenture SCA Class I common shares				4,622									—		-
Dividends							47,578				(915,929)		(868,351)	(82,506)	(950,857)
Other, net								(11,413)			(14,856)		(26,269)	10,868	(15,401)
Balance as of August 31, 2012	$57	40	$16	745,749	$1	43,372	$863,714	$1,341,576	$(5,285,625)	(112,410)	$7,904,242	$(678,148)	$4,145,833	$478,595	$4,624,428

ACCENTURE PLC
CONSOLIDATED SHAREHOLDERS' EQUITY STATEMENTS — (Continued)
For the Years Ended August 31, 2013, 2012 and 2011
(In thousands of U.S. dollars and share amounts)

	Ordinary Shares		Class A Ordinary Shares		Class X Ordinary Shares		Restricted Share Units	Additional Paid-in Capital	Treasury Shares		Retained Earnings	Accumulated Other Comprehensive Loss	Total Accenture plc Shareholders' Equity	Noncontrolling Interests	Total Shareholders' Equity
	$	No. Shares	$	No. Shares	$	No. Shares			$	No. Shares					
Net income											3,281,878		3,281,878	272,641	3,554,519
Other comprehensive loss												(374,598)	(374,598)	(24,762)	(399,360)
Income tax benefit on share-based compensation plans								204,714					204,714		204,714
Purchases of Class A ordinary shares								131,382	(2,326,229)	(31,297)			(2,194,847)	(131,382)	(2,326,229)
Share-based compensation expense							572,456	43,422					615,878		615,878
Purchases/redemptions of Accenture SCA Class I common shares, Accenture Canada Holdings Inc. exchangeable shares and Class X ordinary shares						(13,060)		(202,262)					(202,262)	(15,861)	(218,123)
Issuances of Class A ordinary shares:															
Employee share programs			1	14,534			(615,740)	816,145	285,775	8,408			486,181	29,631	515,812
Upon redemption of Accenture SCA Class I common shares				11,019				50,240					50,240	(50,240)	—
Dividends							54,726				(1,097,643)		(1,042,917)	(78,821)	(1,121,738)
Other, net								8,719			(18,633)		(9,914)	(12,158)	(22,072)
Balance as of August 31, 2013	$57	40	$ 17	771,302	$ 1	30,312	$ 875,156	$ 2,393,936	$ (7,326,079)	(135,299)	$ 10,069,844	$ (1,052,746)	$ 4,960,186	$ 467,643	$ 5,427,829

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC
CONSOLIDATED CASH FLOWS STATEMENTS
For the Years Ended August 31, 2013, 2012 and 2011
(In thousands of U.S. dollars)

	2013	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$ 3,554,519	$ 2,824,933	$ 2,553,240
Adjustments to reconcile Net income to Net cash provided by operating activities—			
Depreciation, amortization and asset impairments	593,028	593,545	513,256
Reorganization (benefits) costs, net	(272,042)	1,691	1,520
Share-based compensation expense	615,878	538,086	450,137
Deferred income taxes, net	(209,674)	56,981	(196,395)
Other, net	(90,043)	(94,332)	81,127
Change in assets and liabilities, net of acquisitions—			
Receivables from clients, net	(213,634)	15,822	(486,128)
Unbilled services, current and non-current, net	(96,060)	(144,281)	(134,353)
Other current and non-current assets	(21,152)	(355,472)	(466,913)
Accounts payable	(5,073)	(68,082)	63,005
Deferred revenues, current and non-current	(81,878)	229,724	294,512
Accrued payroll and related benefits	88,202	420,049	442,107
Income taxes payable, current and non-current	(260,902)	69,146	186,937
Other current and non-current liabilities	(298,041)	169,042	139,687
Net cash provided by operating activities	3,303,128	4,256,852	3,441,739
CASH FLOWS FROM INVESTING ACTIVITIES:			
Proceeds from maturities and sales of available-for-sale investments	—	12,549	10,932
Purchases of available-for-sale investments	—	(7,554)	(11,173)
Proceeds from sales of property and equipment	17,366	5,977	6,755
Purchases of property and equipment	(369,593)	(371,974)	(403,714)
Purchases of businesses and investments, net of cash acquired	(803,988)	(174,383)	(306,187)
Net cash used in investing activities	(1,156,215)	(535,385)	(703,387)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of ordinary shares	515,812	454,387	557,366
Purchases of shares	(2,544,352)	(2,098,841)	(2,171,877)
Repayments of long-term debt, net	(34)	(6,399)	(1,539)
Proceeds from (repayments of) short-term borrowings, net	88	131	(69)
Cash dividends paid	(1,121,738)	(950,857)	(643,642)
Excess tax benefits from share-based payment arrangements	114,073	78,357	171,314
Other, net	(29,478)	(35,633)	(33,057)
Net cash used in financing activities	(3,065,629)	(2,558,855)	(2,121,504)
Effect of exchange rate changes on cash and cash equivalents	(89,925)	(223,164)	245,938
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(1,008,641)	939,448	862,786
CASH AND CASH EQUIVALENTS, beginning of period	6,640,526	5,701,078	4,838,292
CASH AND CASH EQUIVALENTS, end of period	$ 5,631,885	$ 6,640,526	$ 5,701,078
SUPPLEMENTAL CASH FLOW INFORMATION			
Interest paid	$ 13,984	$ 15,133	$ 14,884
Income taxes paid	$ 963,039	$ 1,033,704	$ 824,434

The accompanying Notes are an integral part of these Consolidated Financial Statements.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Accenture plc is one of the world's leading organizations providing management consulting, technology and outsourcing services and operates globally with one common brand and business model designed to enable it to provide clients around the world with the same high level of service. Drawing on a combination of industry expertise, functional capabilities, alliances, global resources and technology, Accenture plc seeks to deliver competitively priced, high-value services that help clients measurably improve business performance. Accenture plc's global delivery model enables it to provide an end-to-end delivery capability by drawing on its global resources to deliver high-quality, cost-effective solutions to clients.

Basis of Presentation

The Consolidated Financial Statements include the accounts of Accenture plc, an Irish company, and its controlled subsidiary companies (collectively, the "Company"). Accenture plc's only business is to hold Class I common shares in, and to act as the sole general partner of, its subsidiary, Accenture SCA, a Luxembourg partnership limited by shares. The Company operates its business through Accenture SCA and subsidiaries of Accenture SCA. Accenture plc controls Accenture SCA's management and operations and consolidates Accenture SCA's results in its Consolidated Financial Statements.

The shares of Accenture SCA and Accenture Canada Holdings Inc. held by persons other than the Company are treated as a noncontrolling interest in the Consolidated Financial Statements. The noncontrolling interest percentages were 6% and 8% as of August 31, 2013 and 2012, respectively. Purchases and/or redemptions of Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares are accounted for at carryover basis.

All references to years, unless otherwise noted, refer to the Company's fiscal year, which ends on August 31. For example, a reference to "fiscal 2013" means the 12-month period that ended on August 31, 2013. All references to quarters, unless otherwise noted, refer to the quarters of the Company's fiscal year.

The preparation of the Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect amounts reported in the Consolidated Financial Statements and accompanying disclosures. Although these estimates are based on management's best knowledge of current events and actions that the Company may undertake in the future, actual results may be different from those estimates.

Fiscal 2012 income tax amounts in certain line items within cash flows from operating activities in the Company's Consolidated Cash Flows Statement have been revised. These revisions were not material and had no impact on reported Net cash provided by operating activities. In addition, certain other amounts reported in previous years have been reclassified to conform to the fiscal 2013 presentation.

Revenue Recognition

Revenues from contracts for technology integration consulting services where the Company designs/redesigns, builds and implements new or enhanced systems applications and related processes for its clients are recognized on the percentage-of-completion method, which involves calculating the percentage of services provided during the reporting period compared to the total estimated services to be provided over the duration of the contract. Contracts for technology integration consulting services generally span six months to two years. Estimated revenues used in applying the percentage-of-completion method include estimated incentives for which achievement of defined goals is deemed probable. This method is followed where reasonably dependable estimates of revenues and costs can be made. Estimates of total contract revenues and costs are continuously monitored during the term of the contract, and recorded revenues and estimated costs are subject to revision as the contract progresses. Such revisions may result in increases or decreases to revenues and income and are reflected in the Consolidated Financial Statements in the periods in which they are first identified. If the Company's estimates indicate that a contract loss will occur, a loss provision is recorded in the period in which the loss first becomes probable and reasonably estimable. Contract losses are determined to be the amount by which the estimated total direct and indirect costs of the contract exceed the estimated total revenues that will be generated by the contract and are included in Cost of services and classified in Other accrued liabilities.

Revenues from contracts for non-technology integration consulting services with fees based on time and materials or cost-plus are recognized as the services are performed and amounts are earned. The Company considers amounts to be earned once evidence of an arrangement has been obtained, services are delivered, fees are fixed or determinable, and collectibility is reasonably assured. In such contracts, the Company's efforts, measured by time incurred, typically are provided in less than a year and represent the contractual milestones or output measure, which is the contractual earnings pattern. For non-technology integration consulting

contracts with fixed fees, the Company recognizes revenues as amounts become billable in accordance with contract terms, provided the billable amounts are not contingent, are consistent with the services delivered, and are earned. Contingent or incentive revenues relating to non-technology integration consulting contracts are recognized when the contingency is satisfied and the Company concludes the amounts are earned.

Outsourcing contracts typically span several years and involve complex delivery, often through multiple workforces in different countries. In a number of these arrangements, the Company hires client employees and becomes responsible for certain client obligations. Revenues are recognized on outsourcing contracts as amounts become billable in accordance with contract terms, unless the amounts are billed in advance of performance of services, in which case revenues are recognized when the services are performed and amounts are earned. Revenues from time-and-materials or cost-plus contracts are recognized as the services are performed. In such contracts, the Company's effort, measured by time incurred, represents the contractual milestones or output measure, which is the contractual earnings pattern. Revenues from unit-priced contracts are recognized as transactions are processed based on objective measures of output. Revenues from fixed-price contracts are recognized on a straight-line basis, unless revenues are earned and obligations are fulfilled in a different pattern. Outsourcing contracts can also include incentive payments for benefits delivered to clients. Revenues relating to such incentive payments are recorded when the contingency is satisfied and the Company concludes the amounts are earned.

Costs related to delivering outsourcing services are expensed as incurred with the exception of certain transition costs related to the set-up of processes, personnel and systems, which are deferred during the transition period and expensed evenly over the period outsourcing services are provided. The deferred costs are specific internal costs or incremental external costs directly related to transition or set-up activities necessary to enable the outsourced services. Generally, deferred amounts are protected in the event of early termination of the contract and are monitored regularly for impairment. Impairment losses are recorded when projected remaining undiscounted operating cash flows of the related contract are not sufficient to recover the carrying amount of contract assets. Deferred transition costs were $539,048 and $538,638 as of August 31, 2013 and 2012, respectively, and are included in Deferred contract costs. Amounts billable to the client for transition or set-up activities are deferred and recognized as revenue evenly over the period outsourcing services are provided. Deferred transition revenues were $515,578 and $551,364 as of August 31, 2013 and 2012, respectively, and are included in non-current Deferred revenues relating to contract costs. Contract acquisition and origination costs are expensed as incurred.

The Company enters into contracts that may consist of multiple elements. These contracts may include any combination of technology integration consulting services, non-technology integration consulting services or outsourcing services described above. Revenues for contracts with multiple elements are allocated based on the lesser of the element's relative selling price or the amount that is not contingent on future delivery of another element. The selling price of each element is determined by obtaining the vendor-specific objective evidence ("VSOE") of fair value of each element. VSOE of fair value is based on the price charged when the element is sold separately by the Company on a regular basis and not as part of a contract with multiple elements. If the amount of non-contingent revenues allocated to a delivered element accounted for under the percentage-of-completion method of accounting is less than the costs to deliver such services, then such costs are deferred and recognized in future periods when the revenues become non-contingent. Revenues are recognized in accordance with the Company's accounting policies for the separate elements, as described above. Elements qualify for separation when the services have value on a stand-alone basis, selling price of the separate elements exists and, in arrangements that include a general right of refund relative to the delivered element, performance of the undelivered element is considered probable and substantially in the Company's control. While determining fair value and identifying separate elements require judgment, generally fair value and the separate elements are readily identifiable as the Company also sells those elements unaccompanied by other elements.

Revenues recognized in excess of billings are recorded as Unbilled services. Billings in excess of revenues recognized are recorded as Deferred revenues until revenue recognition criteria are met.

Revenues before reimbursements ("net revenues") include the margin earned on computer hardware and software, as well as revenues from alliance agreements. Reimbursements include billings for travel and other out-of-pocket expenses and third-party costs, such as the cost of hardware and software resales. In addition, Reimbursements include allocations from gross billings to record an amount equivalent to reimbursable costs, where billings do not specifically identify reimbursable expenses. The Company reports revenues net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions.

Employee Share-Based Compensation Arrangements

Share-based compensation expense is recognized over the requisite service period for awards of equity instruments to employees based on the grant date fair value of those awards expected to ultimately vest. Forfeitures are estimated on the date of grant and revised if actual or expected forfeiture activity differs materially from original estimates.

Income Taxes

The Company calculates and provides for income taxes in each of the tax jurisdictions in which it operates. Deferred tax assets and liabilities, measured using enacted tax rates, are recognized for the future tax consequences of temporary differences between the tax and financial statement bases of assets and liabilities. A valuation allowance reduces the deferred tax assets to the amount that is more likely than not to be realized. The Company establishes liabilities or reduces assets for uncertain tax positions when the Company believes those tax positions are not more likely than not of being sustained if challenged. Each fiscal quarter, the Company evaluates these uncertain tax positions and adjusts the related tax assets and liabilities in light of changing facts and circumstances.

Translation of Non-U.S. Currency Amounts

Assets and liabilities of non-U.S. subsidiaries whose functional currency is not the U.S. dollar are translated into U.S. dollars at fiscal year-end exchange rates. Revenue and expense items are translated at average foreign currency exchange rates prevailing during the fiscal year. Translation adjustments are included in Accumulated other comprehensive loss. Gains and losses arising from intercompany foreign currency transactions that are of a long-term investment nature are reported in the same manner as translation adjustments.

Cash and Cash Equivalents

Cash and cash equivalents consist of all cash balances and liquid investments with original maturities of three months or less, including money market funds of $650,000 and $1,265,000 as of August 31, 2013 and 2012, respectively. Cash and cash equivalents also includes restricted cash of $45,132 and $27,982 as of August 31, 2013 and 2012, respectively, which primarily relates to cash held to meet certain insurance requirements. As a result of certain subsidiaries' cash management systems, checks issued but not presented to the banks for payment may create negative book cash payables. Such negative balances are classified as Current portion of long term debt and bank borrowings.

Client Receivables, Unbilled Services and Allowances

The Company records its client receivables and unbilled services at their face amounts less allowances. On a periodic basis, the Company evaluates its receivables and unbilled services and establishes allowances based on historical experience and other currently available information. As of August 31, 2013 and 2012, total allowances recorded for client receivables and unbilled services were $91,716 and $64,874, respectively. The allowance reflects the Company's best estimate of collectibility risks on outstanding receivables and unbilled services. In limited circumstances, the Company agrees to extend financing to certain clients. The terms vary by contract, but generally payment for services is contractually linked to the achievement of specified performance milestones.

Concentrations of Credit Risk

The Company's financial instruments, consisting primarily of cash and cash equivalents, foreign currency exchange rate instruments, client receivables and unbilled services, are exposed to concentrations of credit risk. The Company places its cash and cash equivalents and foreign exchange instruments with highly-rated financial institutions, limits the amount of credit exposure with any one financial institution and conducts ongoing evaluation of the credit worthiness of the financial institutions with which it does business. Client receivables are dispersed across many different industries and countries; therefore, concentrations of credit risk are limited.

Investments

All liquid investments with an original maturity greater than 90 days but less than one year are considered to be short-term investments. Investments with an original maturity greater than one year are considered to be long-term investments. Marketable short-term and long-term investments are classified and accounted for as available-for-sale investments. Available-for-sale investments are reported at fair value with changes in unrealized gains and losses recorded as a separate component of Accumulated other comprehensive loss until realized. Quoted market prices are used to determine the fair values of common equity and debt securities that were issued by publicly traded entities. Interest and amortization of premiums and discounts for debt securities are included in Interest income. Realized gains and losses on securities are determined based on the First In, First Out method and are included in Other (expense) income, net. The Company does not hold these investments for speculative or trading purposes.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Property and Equipment

Property and equipment is stated at cost, net of accumulated depreciation. Depreciation of property and equipment is computed on a straight-line basis over the following estimated useful lives:

Buildings	20 to 25 years
Computers, related equipment and software	2 to 7 years
Furniture and fixtures	5 to 10 years
Leasehold improvements	Lesser of lease term or 15 years

Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or group of assets may not be recoverable. Recoverability of long-lived assets or groups of assets is assessed based on a comparison of the carrying amount to the estimated future net cash flows. If estimated future undiscounted net cash flows are less than the carrying amount, the asset is considered impaired and expense is recorded at an amount required to reduce the carrying amount to fair value.

Operating Expenses

Selected components of operating expenses were as follows:

	Fiscal		
	2013	2012	2011
Training costs	$ 878,108	$ 857,574	$ 810,387
Research and development costs	715,094	559,611	481,970
Advertising costs	90,310	81,640	81,420
Provision for (release of) doubtful accounts (1)	32,238	(204)	(24,361)

(1) For additional information, see "—Client Receivables, Unbilled Services and Allowances."

Recently Adopted Accounting Pronouncements

In August 2013, the Company early adopted guidance issued by the Financial Accounting Standards Board ("FASB") which requires enhanced disclosures in the notes to the consolidated financial statements to present separately, by item, reclassifications out of accumulated other comprehensive income (loss). The early adoption of this guidance did not have a material impact on the Consolidated Financial Statements. For additional information related to the reclassifications out of accumulated other comprehensive income (loss), see Note 4 (Accumulated Other Comprehensive Loss) to these Consolidated Financial Statements.

In September 2012, the Company adopted guidance issued by the FASB, which requires companies to present net income and other comprehensive income in either one continuous statement or in two separate but consecutive statements. The adoption of this guidance resulted in a change in the presentation of the components of comprehensive income, which are now presented in the Consolidated Statements of Comprehensive Income rather than in the Consolidated Shareholders' Equity Statements.

In September 2011, the FASB issued guidance on testing goodwill for impairment. The new guidance provides an entity the option to first perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If an entity determines that this is the case, it is required to perform the prescribed two-step goodwill impairment test to identify potential goodwill impairment and measure the amount of goodwill impairment to be recognized for that reporting unit (if any). If an entity determines that the fair value of a reporting unit is greater than its carrying amount, the two-step goodwill impairment test is not required. The Company adopted this new guidance for its fiscal 2013 annual goodwill impairment test. The adoption of this guidance did not have a material impact on the Consolidated Financial Statements.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

2. EARNINGS PER SHARE

Basic and diluted earnings per share were calculated as follows:

	Fiscal		
	2013	2012	2011
Basic Earnings per share			
Net income attributable to Accenture plc	$ 3,281,878	$ 2,553,510	$ 2,277,677
Basic weighted average Class A ordinary shares	645,536,995	643,132,601	645,631,170
Basic earnings per share	$ 5.08	$ 3.97	$ 3.53
Diluted Earnings per share			
Net income attributable to Accenture plc	$ 3,281,878	$ 2,553,510	$ 2,277,677
Net income attributable to noncontrolling interests in Accenture SCA and Accenture Canada Holdings Inc. (1)	234,398	237,520	243,575
Net income for diluted earnings per share calculation	$ 3,516,276	$ 2,791,030	$ 2,521,252
Basic weighted average Class A ordinary shares	645,536,995	643,132,601	645,631,170
Class A ordinary shares issuable upon redemption/exchange of noncontrolling interests (1)	46,212,252	59,833,742	69,326,725
Diluted effect of employee compensation related to Class A ordinary shares (2)	20,843,994	23,917,121	28,122,887
Diluted effect of share purchase plans related to Class A ordinary shares	170,375	127,595	130,530
Diluted weighted average Class A ordinary shares (2)	712,763,616	727,011,059	743,211,312
Diluted earnings per share (2)	$ 4.93	$ 3.84	$ 3.39

(1) Diluted earnings per share assumes the redemption of all Accenture SCA Class I common shares owned by holders of noncontrolling interests and the exchange of all Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares, on a one-for-one basis. The income effect does not take into account "Net income attributable to noncontrolling interests—other," since those shares are not redeemable or exchangeable for Accenture plc Class A ordinary shares.

(2) Fiscal 2012 and 2011 diluted weighted average Accenture plc Class A ordinary shares and earnings per share amounts have been restated to reflect the impact of the issuance of additional restricted share units to holders of restricted share units in connection with the fiscal 2013 payment of cash dividends. This did not result in a change to previously reported Diluted earnings per share.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

3. REORGANIZATION (BENEFITS) COSTS, NET

In fiscal 2001, the Company accrued reorganization liabilities in connection with its transition to a corporate structure. These included liabilities for certain individual income tax exposures related to the transfer of interests in certain entities to the Company as part of the reorganization. The Company has recorded reorganization expense and the related liability where such liabilities are probable. Interest accruals are made to cover reimbursement of interest on such tax assessments.

The Company's reorganization activity was as follows:

	Fiscal		
	2013	2012	2011
Reorganization liability, beginning of period	$ 268,806	$ 307,286	$ 271,907
Final determinations	(273,945)	—	—
Interest expense accrued	1,903	1,691	1,520
Other adjustments	3,532	—	(3,873)
Foreign currency translation	18,165	(40,171)	37,732
Reorganization liability, end of period	$ 18,461	$ 268,806	$ 307,286

As a result of final determinations, certain reorganization liabilities established in connection with the Company's transition to a corporate structure in 2001 are no longer probable. Accordingly, the Company recorded reorganization benefits of $273,945 during fiscal 2013. These benefits were partially offset by interest expense associated with carrying these liabilities of $1,903. As of August 31, 2013, reorganization liabilities of $5,080 were included in Other accrued liabilities because expirations of statutes of limitations or other final determinations could occur within 12 months, and reorganization liabilities of $13,381 were included in Other non-current liabilities. Final resolution, through settlement, conclusion of legal proceedings or a tax authority's decision not to pursue a claim, will result in payment by the Company of amounts in settlement or judgment of these matters and/or recording of a reorganization benefit or cost in the Company's Consolidated Income Statement. As of August 31, 2013, only a small number of countries remain that have active audits/investigations or open statutes of limitations.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

4. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table summarizes the changes in the accumulated balances for each component of accumulated other comprehensive loss attributable to Accenture plc:

	Fiscal		
	2013	2012	2011
Foreign currency translation			
Beginning balance	$ (156,010)	$ 147,770	$ (44,638)
Foreign currency translation	(280,128)	(334,750)	224,805
Income tax benefit (expense)	4,603	3,491	(6,432)
Portion attributable to noncontrolling interests	17,134	27,479	(25,965)
Foreign currency translation, net of tax	(258,391)	(303,780)	192,408
Ending balance	(414,401)	(156,010)	147,770
Defined benefit plans			
Beginning balance	(502,742)	(313,520)	(345,225)
Actuarial gains (losses)	162,975	(366,711)	17,859
Prior service costs arising during the period	(45,653)	—	—
Reclassifications into net periodic pension and post-retirement expense (1)	33,393	28,070	38,114
Income tax (expense) benefit	(68,300)	132,764	(21,171)
Portion attributable to noncontrolling interests	(5,077)	16,655	(3,097)
Defined benefit plans, net of tax	77,338	(189,222)	31,705
Ending balance	(425,404)	(502,742)	(313,520)
Cash flow hedges			
Beginning balance	(19,402)	32,354	4,340
Unrealized (losses) gains	(365,203)	(146,532)	72,066
Reclassification adjustments into Cost of services	49,954	55,068	(21,753)
Income tax benefit (expense)	109,005	35,152	(19,562)
Portion attributable to noncontrolling interests	12,705	4,556	(2,737)
Cash flow hedges, net of tax	(193,539)	(51,756)	28,014
Ending balance	(212,941)	(19,402)	32,354
Marketable securities			
Beginning balance	6	(984)	(769)
Unrealized gains (losses)	—	142	(236)
Reclassification adjustments into Other (expense) income, net	(5)	935	—
Portion attributable to noncontrolling interests	(1)	(87)	21
Marketable securities, net of tax	(6)	990	(215)
Ending balance	—	6	(984)
Accumulated other comprehensive loss	$ (1,052,746)	$ (678,148)	$ (134,380)

(1) Reclassifications into net periodic pension and post-retirement expense are recognized in Cost of services, Sales & marketing and General & administrative costs.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

5. PROPERTY AND EQUIPMENT

The components of Property and equipment, net were as follows:

	August 31,	
	2013	2012
Buildings and land	$ 3,502	$ 3,296
Computers, related equipment and software	1,379,731	1,356,950
Furniture and fixtures	307,199	313,370
Leasehold improvements	697,454	654,134
Property and equipment, gross	2,387,886	2,327,750
Total accumulated depreciation	(1,608,211)	(1,548,256)
Property and equipment, net	$ 779,675	$ 779,494

6. BUSINESS COMBINATIONS AND GOODWILL

On July 8, 2013, the Company acquired Acquity Group Ltd. ("Acquity"), a provider of strategy, digital marketing and technical services, for $282,985, net of cash acquired. This acquisition expanded Accenture's range of digital marketing services and resulted in more than 600 Acquity employees joining Accenture. In connection with this acquisition, the Company recorded goodwill of $215,979, which was allocated to the Products, Communication, Media & Technology and Financial Services reportable segments, and intangible assets of $55,972, primarily related to customer relationships and technology-related assets. The goodwill is not deductible for U.S. federal income tax purposes. The intangible assets are being amortized over one to ten years. The pro forma effects on the Company's operations were not material.

During fiscal 2013, the Company also completed other individually immaterial acquisitions, including a provider of clinical and regulatory information management solutions and software for the pharmaceutical industry and a provider of loan origination software and electronic document management services, for total consideration of $521,003. These acquisitions were completed primarily to expand the Company's products and services offerings. In connection with these acquisitions, the Company recorded goodwill of $405,151, which was allocated among the reportable operating segments, and intangible assets of $122,012, primarily related to customer relationships and technology-related assets. Goodwill also included immaterial adjustments related to prior period acquisitions and is not deductible for U.S. federal income tax purposes. The intangible assets are being amortized over one to fifteen years. The pro forma effects on the Company's operations were not material.

During fiscal 2012, the Company completed several individually immaterial acquisitions, including a provider of residential and commercial mortgage processing services, for total consideration of $174,383. In connection with these acquisitions, the Company recorded goodwill of $123,817, which was allocated among the reportable operating segments, and intangible assets of $57,732, primarily related to customer relationships. Goodwill also included immaterial adjustments related to prior period acquisitions. The intangible assets are being amortized over three to seven years. The pro forma effects on the Company's operations were not material.

During fiscal 2011, the Company completed several individually immaterial acquisitions, including a provider of software solutions for the property and casualty insurance industry, for total consideration of $306,187. In connection with these acquisitions, the Company recorded goodwill of $254,975, which was allocated among the reportable operating segments, and intangible assets of $81,735, primarily related to customer relationships and intellectual property. The intangible assets are being amortized over a period of less than one to fifteen years. The pro forma effects on the Company's operations were not material.

Goodwill is reviewed for impairment annually or more frequently if indicators of impairment exist. Based on the results of its annual impairment analysis, the Company determined that no impairment existed as of August 31, 2013 and 2012.

The changes in the carrying amount of goodwill by reportable operating segment were as follows:

	August 31, 2011	Additions/ Adjustments	Foreign Currency Translation	August 31, 2012	Additions/ Adjustments	Foreign Currency Translation	August 31, 2013
Communications, Media & Technology	$ 173,867	$ 2,298	$ (7,752)	$ 168,413	$ 69,879	$ (3,848)	$ 234,444
Financial Services	304,720	112,733	(9,497)	407,956	182,800	(8,107)	582,649
Health & Public Service	286,158	1,322	(2,147)	285,333	10,287	(576)	295,044
Products	278,929	5,241	(13,992)	270,178	347,847	(1,017)	617,008
Resources	88,317	3,147	(7,961)	83,503	9,988	(4,050)	89,441
Total	$ 1,131,991	$ 124,741	$ (41,349)	$ 1,215,383	$ 620,801	$ (17,598)	$ 1,818,586

7. DERIVATIVE FINANCIAL INSTRUMENTS

In the normal course of business, the Company uses derivative financial instruments to manage foreign currency exchange rate risk. Derivative transactions are governed by a uniform set of policies and procedures covering areas such as authorization, counterparty exposure and hedging practices. Positions are monitored using techniques such as market value and sensitivity analyses. The Company does not enter into derivative transactions for trading purposes. The Company classifies cash flows from its derivative programs as cash flows from operating activities in the Consolidated Cash Flows Statement.

Certain derivatives also give rise to credit risks from the possible non-performance by counterparties. Credit risk is generally limited to the fair value of those contracts that are favorable to the Company, and the maximum amount of loss due to credit risk, based on the gross fair value of all of the Company's derivative financial instruments, was approximately $4,805 as of August 31, 2013.

The Company also utilizes standard counterparty master agreements containing provisions for the netting of certain foreign currency transaction obligations and for set-off of certain obligations in the event of an insolvency of one of the parties to the transaction. These provisions may reduce the Company's potential overall loss resulting from the insolvency of a counterparty and reduce a counterparty's potential overall loss resulting from the insolvency of the Company. Additionally, these agreements contain early termination provisions triggered by adverse changes in a counterparty's credit rating, thereby enabling the Company to accelerate settlement of a transaction prior to its contractual maturity and potentially decrease the Company's realized loss on an open transaction. Similarly, a decrement in the Company's credit rating could trigger a counterparty's early termination rights, thereby enabling a counterparty to accelerate settlement of a transaction prior to its contractual maturity and potentially increase the Company's realized loss on an open transaction. The aggregate fair value of the Company's derivative instruments with credit-risk-related contingent features that are in a liability position as of August 31, 2013 was $418,697.

The Company's derivative financial instruments consist of deliverable and non-deliverable foreign currency forward contracts. Fair values for derivative financial instruments are based on prices computed using third-party valuation models and are classified as Level 2 in accordance with the three-level hierarchy of fair value measurements. All of the significant inputs to the third-party valuation models are observable in active markets. Inputs include current market-based parameters such as forward rates, yield curves and credit default swap pricing. For additional information related to the three-level hierarchy of fair value measurements, see Note 10 (Retirement and Profit Sharing Plans) to these Consolidated Financial Statements.

Cash Flow Hedges

Certain of the Company's subsidiaries are exposed to currency risk through their use of resources supplied by the Company's Global Delivery Network. To mitigate this risk, the Company uses foreign currency forward contracts to hedge the foreign exchange risk of the forecasted intercompany expenses denominated in foreign currencies for up to three years in the future. The Company has designated these derivatives as cash flow hedges. As of August 31, 2013 and 2012, the Company held no derivatives that were designated as fair value or net investment hedges.

In order for a derivative to qualify for hedge accounting, the derivative must be formally designated as a fair value, cash flow or net investment hedge by documenting the relationship between the derivative and the hedged item. The documentation includes a description of the hedging instrument, the hedge item, the risk being hedged, the Company's risk management objective and strategy for undertaking the hedge, the method for assessing the effectiveness of the hedge and the method for measuring hedge ineffectiveness. Additionally, the hedge relationship must be expected to be highly effective at offsetting changes in either the fair value or cash flows of the hedged item at both inception of the hedge and on an ongoing basis. The Company assesses the ongoing effectiveness of its hedges using the Hypothetical Derivative Method, which measures hedge ineffectiveness based on a comparison of the change in fair value of the actual derivative designated as the hedging instrument and the change in fair value of a hypothetical derivative. The hypothetical derivative would have terms that identically match the critical terms of the hedged item. The Company measures and records hedge ineffectiveness at the end of each fiscal quarter.

For a cash flow hedge, the effective portion of the change in estimated fair value of a hedging instrument is recorded in Accumulated other comprehensive loss as a separate component of Shareholders' Equity and is reclassified into Cost of services in the Consolidated Income Statement during the period in which the hedged transaction is recognized. The amounts related to derivatives designated as cash flow hedges that were reclassified into Cost of services were a net loss of $49,954 and $55,068 during fiscal 2013 and 2012, respectively, and a net gain of $21,753 during fiscal 2011. The ineffective portion of the change in fair value of a cash flow hedge is recognized immediately in Other (expense) income, net in the Consolidated Income Statement and for fiscal 2013, 2012 and 2011, was not material. In addition, the Company did not discontinue any cash flow hedges during fiscal 2013, 2012 and 2011. As of August 31, 2013, $177,201 of net unrealized losses related to derivatives designated as cash flow hedges and recorded in Accumulated other comprehensive loss is expected to be reclassified into earnings in the next 12 months.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Other Derivatives

The Company also uses foreign currency forward contracts, which have not been designated as hedges, to hedge balance sheet exposures, such as intercompany loans. These instruments are generally short-term in nature, with typical maturities of less than one year, and are subject to fluctuations in foreign exchange rates. Realized gains or losses and changes in the estimated fair value of these derivatives were a net loss of $142,432 and $153,913 for fiscal 2013 and 2012, respectively. Gains and losses on these contracts are recorded in Other (expense) income, net in the Consolidated Income Statement and are offset by gains and losses on the related hedged items.

Fair Value of Derivative Instruments

The notional and fair values of all derivative instruments were as follows:

	August 31,	
	2013	2012
Assets		
Cash Flow Hedges		
Other current assets	$ —	$ 15,392
Other non-current assets	—	36,106
Other Derivatives		
Other current assets	4,805	9,988
Total assets	$ 4,805	$ 61,486
Liabilities		
Cash Flow Hedges		
Other accrued liabilities	$ 187,525	$ 59,458
Other non-current liabilities	159,155	23,471
Other Derivatives		
Other accrued liabilities	72,017	11,147
Total liabilities	$ 418,697	$ 94,076
Total fair value	$ (413,892)	$ (32,590)
Total notional value	$ 5,499,224	$ 4,853,191

8. BORROWINGS AND INDEBTEDNESS

As of August 31, 2013, the Company had the following borrowing facilities, including the issuance of letters of credit, to support general working capital purposes:

	Facility Amount	Borrowings Under Facilities
Syndicated loan facility (1)	$ 1,000,000	$ —
Separate, uncommitted, unsecured multicurrency revolving credit facilities (2)	507,899	—
Local guaranteed and non-guaranteed lines of credit (3)	170,138	—
Total	$ 1,678,037	$ —

(1) This facility, which matures on October 31, 2016, provides unsecured, revolving borrowing capacity for general working capital purposes, including the issuance of letters of credit. Financing is provided under this facility at the prime rate or at the London Interbank Offered Rate plus a spread. The Company continues to be in compliance with relevant covenant terms. The facility is subject to annual commitment fees. As of August 31, 2013 and 2012, the Company had no borrowings under the facility.

(2) The Company maintains separate, uncommitted and unsecured multicurrency revolving credit facilities. These facilities provide local currency financing for the majority of the Company's operations. Interest rate terms on the revolving facilities are at market rates prevailing in the relevant local markets. As of August 31, 2013 and 2012, the Company had no borrowings under these facilities.

(3) The Company also maintains local guaranteed and non-guaranteed lines of credit for those locations that cannot access the Company's global facilities. As of August 31, 2013 and 2012, the Company had no borrowings under these various facilities.

Under the borrowing facilities described above, the Company had an aggregate of $179,186 and $164,121 of letters of credit outstanding as of August 31, 2013 and 2012, respectively. In addition, the Company also had total outstanding debt of $25,600 and $33 as of August 31, 2013 and 2012, respectively.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

9. INCOME TAXES

	Fiscal		
	2013	2012	2011
Current taxes			
U.S. federal(1)	$ 155,090	$ 118,498	$ 334,400
U.S. state and local(1)	3,425	16,754	46,878
Non-U.S.	835,934	887,008	747,762
Total current tax expense	994,449	1,022,260	1,129,040
Deferred taxes			
U.S. federal(1)	(12,912)	161,093	(8,229)
U.S. state and local(1)	795	27,362	(1,140)
Non-U.S.	(197,557)	(131,474)	(160,889)
Total deferred tax (benefit) expense	(209,674)	56,981	(170,258)
Total	$ 784,775	$ 1,079,241	$ 958,782

(1) The fiscal 2012 U.S. federal and U.S. state and local current and deferred tax expense reflects the impact of a discretionary cash contribution of $500,000 made to the Company's U.S. defined benefit pension plan during fiscal 2013.

The components of Income before income taxes were as follows:

	Fiscal		
	2013	2012	2011
U.S. sources	$ 1,043,810	$ 748,177	$ 719,315
Non-U.S. sources	3,295,484	3,155,997	2,792,707
Total	$ 4,339,294	$ 3,904,174	$ 3,512,022

The reconciliation of the U.S. federal statutory income tax rate to the Company's effective income tax rate was as follows:

	Fiscal		
	2013	2012	2011
U.S. federal statutory income tax rate	35.0 %	35.0 %	35.0 %
U.S. state and local taxes, net	1.1	1.0	0.9
Non-U.S. operations taxed at lower rates	(13.1)	(13.7)	(14.6)
Reorganization final determinations (1)	(2.2)	—	—
Other final determinations (1)	(8.2)	(8.6)	(0.6)
Other net activity in unrecognized tax benefits	3.8	9.4	4.8
Other, net	1.7	4.5	1.8
Effective income tax rate	18.1 %	27.6 %	27.3 %

(1) Final determinations include final agreements with tax authorities and expirations of statutes of limitations.

The effect on deferred tax assets and liabilities of enacted changes in tax laws and tax rates did not have a material impact on the Company's effective tax rate.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

The components of the Company's deferred tax assets and liabilities included the following:

	August 31,	
	2013	2012
Deferred tax assets		
Pensions	$ 127,515	$ 165,216
Revenue recognition	97,361	89,420
Compensation and benefits	498,035	440,768
Share-based compensation	217,990	239,326
Tax credit carryforwards	94,417	137,904
Net operating loss carryforwards	197,691	176,649
Depreciation and amortization	46,185	55,182
Deferred amortization deductions	393,392	244,103
Indirect effects of unrecognized tax benefits	357,093	316,776
Derivatives	120,229	11,482
Other	99,182	94,308
	2,249,090	1,971,134
Valuation allowance	(204,561)	(221,015)
Total deferred tax assets	2,044,529	1,750,119
Deferred tax liabilities		
Revenue recognition	(71,907)	(56,429)
Depreciation and amortization	(128,106)	(96,833)
Investments in subsidiaries	(159,910)	(174,943)
Other	(69,971)	(54,877)
Total deferred tax liabilities	(429,894)	(383,082)
Net deferred tax assets	$ 1,614,635	$ 1,367,037

The Company recorded valuation allowances of $204,561 and $221,015 as of August 31, 2013 and 2012, respectively, against deferred tax assets principally associated with certain tax net operating loss and tax credit carryforwards, as the Company believes it is more likely than not that these assets will not be realized. For all other deferred tax assets, the Company believes it is more likely than not that the results of future operations will generate sufficient taxable income to realize these deferred tax assets. During fiscal 2013, the Company recorded a net decrease of $16,454 in the valuation allowance, primarily due to the realization of foreign tax credits.

The Company had net operating loss carryforwards as of August 31, 2013 of $724,484. Of this amount, $142,937 expires between 2014 and 2023, $30,061 expires between 2024 and 2033, and $551,486 has an indefinite carryforward period. The Company had tax credit carryforwards as of August 31, 2013 of $94,417, of which $26,269 will expire between 2014 and 2023, $10,405 will expire between 2024 and 2033, and $57,743 has an indefinite carryforward period.

As of August 31, 2013, the Company had $1,263,070 of unrecognized tax benefits, of which $647,208, if recognized, would favorably affect the Company's effective tax rate. As of August 31, 2012, the Company had $1,604,745 of unrecognized tax benefits, of which $813,721, if recognized, would favorably affect the Company's effective tax rate. The differences of $615,862 and $791,024, respectively, represent items recorded as adjustments to equity and offsetting tax benefits associated with the correlative effects of potential transfer pricing adjustments, state income taxes and timing adjustments.

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(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

A reconciliation of the beginning and ending amounts of unrecognized tax benefits was as follows:

	Fiscal	
	2013	2012
Balance, at beginning of period	$ 1,604,745	$ 1,645,831
Additions for tax positions related to the current year	171,133	271,305
Additions for tax positions related to prior years	124,372	328,210
Reductions for tax positions related to prior years	(533,570)	(458,767)
Statute of limitations expirations	(67,891)	(26,766)
Settlements with tax authorities	(36,218)	(112,520)
Cumulative foreign currency translation	499	(42,548)
Balance, at end of period	$ 1,263,070	$ 1,604,745

The Company recognizes interest and penalties related to unrecognized tax benefits in the Provision for income taxes. During fiscal 2013, 2012 and 2011, the Company recognized (benefit) expense of $(46,602), $(98,765) and $59,950 in interest and penalties, respectively. The Company had accrued interest and penalties related to unrecognized tax benefits of $119,937 ($100,939, net of tax benefits) and $171,556 ($125,993, net of tax benefits) on the Company's Consolidated Balance Sheets as of August 31, 2013 and 2012, respectively.

The Company is currently under audit by the U.S. Internal Revenue Service for fiscal 2010 to 2011. The audit by the U.S. Internal Revenue Service for fiscal 2006 to 2009 closed during fiscal 2013. The Company is also currently under audit in numerous state and non-U.S. tax jurisdictions. Although the outcome of tax audits is always uncertain and could result in significant cash tax payments, the Company does not believe the outcome of these audits will have a material adverse effect on the Company's consolidated financial position or results of operations. With limited exceptions, the Company is no longer subject to income tax audits by taxing authorities for the years before 2006. The Company believes that it is reasonably possible that its unrecognized tax benefits could decrease by approximately $732,000 or increase by approximately $112,000 in the next 12 months as a result of settlements, lapses of statutes of limitations and other adjustments. The majority of these amounts relate to transfer pricing matters in both U.S. and non-U.S. tax jurisdictions.

As of August 31, 2013, the Company had not recognized a deferred tax liability on $2,847,544 of undistributed earnings for certain foreign subsidiaries, because these earnings are intended to be permanently reinvested. If such earnings were distributed, some countries may impose additional taxes. It is not practicable to determine the amount of the related unrecognized deferred income tax liability.

Portions of the Company's operations are subject to reduced tax rates or are free of tax under various tax holidays which expire between fiscal 2014 and 2017. Some of the holidays are renewable at reduced levels, with renewal periods through 2027. The income tax benefits attributable to the tax status of these subsidiaries were estimated to be approximately $84,000, $84,000 and $72,000 in fiscal 2013, 2012 and 2011, respectively.

10. RETIREMENT AND PROFIT SHARING PLANS

Defined Benefit Pension Plans

In the United States and certain other countries, the Company maintains and administers defined benefit retirement plans for certain current, retired and resigned employees. In addition, the Company's U.S. defined benefit pension plans include a frozen plan for former pre-incorporation partners, which is unfunded. Benefits under the employee retirement plans are primarily based on years of service and compensation during the years immediately preceding retirement or termination of participation in the plan. The defined benefit pension disclosures include the Company's U.S. and material non-U.S. defined benefit pension plans.

Postemployment Plans

Certain postemployment benefits, including severance benefits, disability-related benefits and continuation of benefits, such as healthcare benefits and life insurance coverage, are provided to former or inactive employees after employment but before retirement. These costs are not material and are substantially provided for on an accrual basis.

Assumptions

The weighted-average assumptions used to determine the defined benefit pension obligations as of August 31 and the net periodic pension expense for the subsequent year were as follows:

	August 31,					
	2013		2012		2011	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Discount rate	5.00%	4.18%	4.00%	4.23%	5.25%	4.99%
Expected rate of return on plan assets	5.50%	4.79%	5.50%	4.72%	7.50%	5.12%
Rate of increase in future compensation	3.60%	3.79%	4.00%	3.81%	4.00%	4.03%

The Company's methodology for selecting the discount rate for the U.S. Plans is to match the plans' cash flows to that of the average of two yield curves that provide the equivalent yields on zero-coupon corporate bonds for each maturity. The discount rate assumption for the non-U.S. Plans primarily reflects the market rate for high-quality, fixed-income debt instruments. The discount rate assumptions are based on the expected duration of the benefit payments for each of the Company's defined benefit pension plans as of the annual measurement date and is subject to change each year. The expected long-term rate of return on plan assets should, over time, approximate the actual long-term returns on defined benefit pension plan assets and is based on historical returns and the future expectations for returns for each asset class, as well as the target asset allocation of the asset portfolio.

Pension Expense

Pension expense for fiscal 2013, 2012 and 2011 was $91,771, $102,555 and $110,332 respectively.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Benefit Obligation, Plan Assets and Funded Status

The changes in the defined benefit pension obligations, plan assets and funded status for fiscal 2013 and 2012 were as follows:

	August 31,			
	2013		2012	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Reconciliation of benefit obligation				
Benefit obligation, beginning of year	$ 1,881,544	$ 1,145,964	$ 1,433,884	$ 1,046,251
Service cost	11,472	60,173	11,437	53,086
Interest cost	74,664	47,042	74,403	47,800
Participant contributions	—	5,792	—	7,058
Acquisitions/divestitures/transfers	—	(34)	—	7,211
Amendments	—	(3,120)	—	—
Curtailments	—	(471)	—	—
Actuarial (gain) loss	(317,291)	47,699	395,636	94,896
Benefits paid	(36,295)	(38,899)	(33,816)	(30,710)
Exchange rate impact	—	(32,569)	—	(79,628)
Benefit obligation, end of year	$ 1,614,094	$ 1,231,577	$ 1,881,544	$ 1,145,964
Reconciliation of fair value of plan assets				
Fair value of plan assets, beginning of year	$ 1,185,961	$ 846,494	$ 1,006,507	$ 779,754
Actual return on plan assets	(95,320)	78,312	202,018	67,724
Acquisitions/divestitures/transfers	—	—	—	6,935
Employer contributions (1)	511,418	55,490	11,252	55,052
Participant contributions	—	5,792	—	7,058
Benefits paid	(36,295)	(38,899)	(33,816)	(30,710)
Exchange rate impact	—	(33,895)	—	(39,319)
Fair value of plan assets, end of year	$ 1,565,764	$ 913,294	$ 1,185,961	$ 846,494
Funded status, end of year	$ (48,330)	$ (318,283)	$ (695,583)	$ (299,470)
Amounts recognized in the Consolidated Balance Sheets				
Non-current assets	$ 91,316	$ 59,758	$ —	$ 30,365
Current liabilities	(11,570)	(9,511)	(11,709)	(8,953)
Non-current liabilities	(128,076)	(368,530)	(683,874)	(320,882)
Funded status, end of year	$ (48,330)	$ (318,283)	$ (695,583)	$ (299,470)

(1) The Company made a discretionary cash contribution of $500,000 to its U.S. defined benefit pension plan during fiscal 2013.

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Accumulated Other Comprehensive Loss

2012 was as follows:

	August 31,			
	2013		2012	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Net actuarial loss	$ 456,347	$ 193,503	$ 607,011	$ 203,608
Prior service (credit) cost	—	(14,275)	3	(15,281)
Accumulated other comprehensive loss, pre-tax	$ 456,347	$ 179,228	$ 607,014	$ 188,327

The estimated amounts that will be amortized from Accumulated other comprehensive loss as of August 31, 2013 into net periodic pension expense during fiscal 2014 are as follows:

	U.S. Plans	Non-U.S. Plans
Actuarial loss	$ 10,003	$ 9,467
Prior service credit	—	(2,719)
Total	$ 10,003	$ 6,748

Funded Status for Defined Benefit Plans

The accumulated benefit obligation as of August 31, 2013 and 2012 was as follows:

	August 31,			
	2013		2012	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Accumulated benefit obligation	$ 1,603,868	$ 1,134,505	$ 1,867,820	$ 1,046,280

The following information is provided for defined benefit pension plans with projected benefit obligations in excess of plan assets and for plans with accumulated benefit obligations in excess of plan assets as of August 31, 2013 and 2012:

	August 31,			
	2013		2012	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Projected benefit obligation in excess of plan assets				
Projected benefit obligation	$ 139,646	$ 484,162	$ 1,881,544	$ 672,195
Fair value of plan assets	—	106,120	1,185,961	342,361

	August 31,			
	2013		2012	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Accumulated benefit obligation in excess of plan assets				
Accumulated benefit obligation	$ 139,646	$ 403.788	$ 1,867,820	$ 436,499
Fair value of plan assets	—	81,416	1,185,961	178,600

Investment Strategies

U.S. Pension Plans

The overall investment objective of the plans is to provide growth in the defined benefit pension plans' assets to help fund future defined benefit pension obligations while managing risk in order to meet current defined benefit pension obligations. The plans' future prospects, their current financial conditions, the Company's current funding levels and other relevant factors suggest that the plans can tolerate some interim fluctuations in market value and rates of return in order to achieve long-term objectives without undue risk to the plans' ability to meet their current benefit obligations. The Company recognizes that asset allocation of the defined benefit pension plans' assets is an important factor in determining long-term performance. Actual asset allocations at any point in time may vary from the target asset allocations and will be dictated by current and anticipated market conditions, required cash flows and investment decisions of the investment committee and the pension plans' investment funds and managers. Ranges are established to provide flexibility for the asset allocation to vary around the targets without the need for immediate rebalancing.

Non-U.S. Pension Plans

Plan assets in non-U.S. defined benefit pension plans conform to the investment policies and procedures of each plan and to relevant legislation. The pension committee or trustee of each plan regularly, but at least annually, reviews the investment policy and the performance of the investment managers. In certain countries, the trustee is also required to consult with the Company. Asset allocation decisions are made to provide risk adjusted returns that align with the overall investment strategy for each plan. Generally, the investment return objective of each plan is to achieve a total annualized rate of return that exceeds inflation over the long term by an amount based on the target asset allocation mix of that plan. In certain countries, plan assets are invested in funds that are required to hold a majority of assets in bonds, with a smaller proportion in equities. Also, certain plan assets are entirely invested in contracts held with the plan insurer, which determines the strategy. Defined benefit pension plans in certain countries are unfunded.

Risk Management

Plan investments are exposed to certain risks including market, interest rate and operating risk. In order to mitigate significant concentrations of these risks, the assets are invested in a diversified portfolio primarily consisting of fixed income instruments and equities. To minimize asset volatility relative to the liabilities, plan assets allocated to debt securities appropriately match the duration of individual plan liabilities. Equities are diversified between U.S. and non-U.S. index funds and are intended to achieve long term capital appreciation. Plan asset allocation and investment managers' guidelines are reviewed on a regular basis.

Plan Assets

The Company's target allocation for fiscal 2014 and weighted-average plan assets allocations as of August 31, 2013 and 2012 by asset category, for defined benefit pension plans were as follows:

	2014 Target Allocation		2013		2012	
	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans	U.S. Plans	Non-U.S. Plans
Asset Category						
Equity securities	20%	46-48%	23%	43%	55%	40%
Debt securities	80	40-42	76	43	44	44
Cash and short-term investments	—	2-3	1	2	1	2
Insurance contracts	—	5-10	—	8	—	11
Other	—	2-3	—	4	—	3
Total	100%	n/m	100%	100%	100%	100%

n/m = not meaningful

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity.

The three-level hierarchy of fair value measurements is based on whether the inputs to those measurements are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. The fair-value hierarchy requires the use of observable market data when available and consists of the following levels:

- Level 1—Quoted prices for identical instruments in active markets;
- Level 2—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable in active markets; and
- Level 3—Valuations derived from valuation techniques in which one or more significant inputs are unobservable.

The fair values of defined benefit pension plan assets as of August 31, 2013 were as follows:

U.S. Plans

	Level 1	Level 2	Level 3	Total
Equity				
U.S. equity securities	$ —	$ 216,231	$ —	$ 216,231
Non-U.S. equity securities	—	135,899	—	135,899
Fixed Income				
U.S. government, state and local debt securities	—	649,255	—	649,255
Non-U.S. government debt securities	—	16,482	—	16,482
U.S. corporate debt securities	—	190,924	—	190,924
Non-U.S. corporate debt securities	—	22,944	—	22,944
Mutual fund debt securities	314,528	—	—	314,528
Cash and short-term investments	—	19,501	—	19,501
Total	$ 314,528	$ 1,251,236	$ —	$ 1,565,764

Non-U.S. Plans

	Level 1	Level 2	Level 3	Total
Equity				
U.S. equity securities	$ —	$ 63,827	$ —	$ 63,827
Non-U.S. equity securities	—	279,257	—	279,257
Mutual fund equity securities		46,773	—	46,773
Fixed Income				
Non-U.S. government debt securities	12,147	253,375	—	265,522
Non-U.S. corporate debt securities	—	60,692	—	60,692
Mutual fund debt securities	—	65,954	—	65,954
Cash and short-term investments	16,528	7,399	—	23,927
Insurance contracts	—	71,103	—	71,103
Other	—	36,239	—	36,239
Total	$ 28,675	$ 884,619	$ —	$ 913,294

There were no transfers between Levels 1 and 2 during fiscal 2013.

Expected Contributions

Generally, annual contributions are made at such times and in amounts as required by law and may, from time to time, exceed minimum funding requirements. The Company estimates it will pay approximately $66,644 in fiscal 2014 related to contributions to its U.S. and non-U.S. defined benefit pension plans and benefit payments related to the unfunded frozen plan for former pre-incorporation partners. The Company has not determined whether it will make additional voluntary contributions for its defined benefit pension plans.

Estimated Future Benefit Payments

Benefit payments for defined benefit pension plans, which reflect expected future service, as appropriate, are expected to be paid as follows:

	U.S. Plans	Non-U.S. Plans
2014	$ 37,588	$ 40,247
2015	40,070	36,183
2016	42,868	42,826
2017	46,038	47,967
2018	49,401	51,449
2019-2023	310,930	303,012

Defined Contribution Plans

In the United States and certain other countries, the Company maintains and administers defined contribution plans for certain current, retired and resigned employees. Defined contribution plans in countries other than the United States and the United Kingdom are individually immaterial. Total expenses recorded for the United States and the United Kingdom defined contribution plans were $248,242, $255,606 and $235,439 in fiscal 2013, 2012 and 2011, respectively.

11. SHARE-BASED COMPENSATION

Share Incentive Plans

On February 6, 2013 the Company's shareholders approved an amendment to the Accenture plc 2010 Share Incentive Plan (the "Amended 2010 SIP"), which the Board of Directors of Accenture approved on December 6, 2012. The Amended 2010 SIP is substantially the same as the Accenture plc 2010 Share Incentive Plan (the "2010 SIP"), except that it was amended to authorize an additional 24,000,000 shares and expressly prohibit the repricing of options and share appreciation rights. The 2010 SIP was originally approved by the Company's shareholders on February 4, 2010. No new awards were granted under the 2001 Share Incentive Plan (the "2001 SIP") on or after February 4, 2010, and any share capacity remaining under the 2001 SIP was cancelled and not incorporated in the 2010 SIP. However, outstanding awards granted under the 2001 SIP, before the approval of the 2010 SIP, continue to be satisfied from shares authorized under the 2001 SIP.

The Amended 2010 SIP is administered by the Compensation Committee of the Board of Directors of Accenture and provides for the grant of nonqualified share options, incentive stock options, restricted share units and other share-based awards. A maximum of 74,000,000 Accenture plc Class A ordinary shares are currently authorized for awards under the Amended 2010 SIP. As of August 31, 2013, there were 37,517,583 shares available for future grants under the Amended 2010 SIP. Accenture plc Class A ordinary shares covered by awards that terminate, lapse or are cancelled may again be used to satisfy awards under the Amended 2010 SIP. The Company issues new Accenture plc Class A ordinary shares and shares from treasury for shares delivered under the Amended 2010 SIP.

A summary of information with respect to share-based compensation is as follows:

	Fiscal		
	2013	2012	2011
Total share-based compensation expense included in Net income	$ 615,878	$ 538,086	$ 450,137
Income tax benefit related to share-based compensation included in Net income	186,839	167,109	138,984

Restricted Share Units

Under the Amended 2010 SIP, participants may be, and previously under the 2001 SIP participants were, granted restricted share units, each of which represents an unfunded, unsecured right, which is nontransferable except in the event of death of the participant, to receive an Accenture plc Class A ordinary share on the date specified in the participant's award agreement. The fair value of the awards is determined on the grant date based on the Company's stock price. The restricted share units granted under these plans are subject to cliff or graded vesting, generally ranging from two to seven years. For awards with graded vesting, compensation expense is recognized over the vesting term of each separately vesting portion. Compensation expense is recognized on a straight-line basis for awards with cliff vesting. Restricted share unit activity during fiscal 2013 was as follows:

	Number of Restricted Share Units	Weighted Average Grant-Date Fair Value
Nonvested balance as of August 31, 2012	34,454,315	$ 44.27
Granted (1)	12,001,178	67.56
Vested (2)	(13,417,667)	45.75
Forfeited	(1,328,782)	47.65
Nonvested balance as of August 31, 2013	31,709,044	$ 52.32

(1) The weighted average grant-date fair value for restricted share units granted for fiscal 2013, 2012 and 2011 was $67.56, $53.98 and $47.87, respectively.

(2) The total grant-date fair value of restricted share units vested for fiscal 2013, 2012 and 2011 was $613,920, $488,085 and $592,482, respectively.

As of August 31, 2013, there was $623,117 of total restricted share unit compensation expense related to nonvested awards not yet recognized, which is expected to be recognized over a weighted average period of 1.4 years. As of August 31, 2013, there were 1,520,776 restricted share units vested but not yet delivered as Accenture plc Class A ordinary shares.

Stock Options

Stock options may be granted to members of Accenture Leadership and other employees under the Amended 2010 SIP and were previously granted under the 2001 SIP. Options generally have an exercise price that is at least equal to the fair value of the Accenture plc Class A ordinary shares on the date the option is granted. Options granted under the Amended 2010 SIP and previously under the 2001 SIP are subject to cliff or graded vesting, generally ranging from two to five years, and generally have a contractual term of 10 years. For awards with graded vesting, compensation expense is recognized over the vesting period of each separately vesting portion. Compensation expense is recognized on a straight-line basis for awards with cliff vesting. The fair value of each options grant is estimated on the date of grant using the Black-Scholes-Merton option pricing model. Stock option activity for fiscal 2013 was as follows:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (In Years)	Aggregate Intrinsic Value
Options outstanding as of August 31, 2012	5,836,662	$ 24.49	2.3	$ 216,291
Granted	—	—		
Exercised	(2,071,005)	23.43		
Forfeited	(51,248)	18.06		
Options outstanding as of August 31, 2013	3,714,409	$ 25.18	1.5	$ 175,110
Options exercisable as of August 31, 2013	3,660,375	$ 25.04	1.4	$ 173,051
Options exercisable as of August 31, 2012	5,715,100	24.32	2.2	212,750
Options exercisable as of August 31, 2011	7,902,845	23.79	3.0	237,690

Other information pertaining to option activity is as follows:

	Fiscal		
	2013	2012	2011
Weighted average grant-date fair value of stock options granted	$ —	$ —	$ 13.73
Total fair value of stock options vested	771	726	3,757
Total intrinsic value of stock options exercised	100,487	83,470	450,956

Cash received from the exercise of stock options was $48,519 and the income tax benefit realized from the exercise of stock options was $20,244 for fiscal 2013. As of August 31, 2013, there was $36 of total stock option compensation expense related to nonvested awards not yet recognized, which is expected to be recognized over a weighted average period of 1 year.

Employee Share Purchase Plan

2010 ESPP

The 2010 Employee Share Purchase Plan (the "2010 ESPP") is a nonqualified plan that provides eligible employees of the Company with an opportunity to purchase Accenture plc Class A ordinary shares through payroll deductions. Under the 2010 ESPP, eligible employees may purchase Accenture plc Class A ordinary shares through the Employee Share Purchase Plan (the "ESPP") or the Voluntary Equity Investment Program (the "VEIP"). Under the ESPP, eligible employees may elect to contribute 1% to 10% of their compensation during each semi-annual offering period (up to $7.5 per offering period) to purchase Accenture plc Class A ordinary shares at a discount. Under the VEIP, eligible members of Accenture Leadership may elect to contribute up to 30% of their total compensation towards the monthly purchase of Accenture plc Class A ordinary shares at fair market value. At the end of the VEIP program year, Accenture Leadership participants, who did not withdraw from the program, will be granted restricted share units under the Amended 2010 SIP equal to 50% of the number of shares purchased during that year.

A maximum of 45,000,000 Accenture plc Class A ordinary shares may be issued under the 2010 ESPP. As of August 31, 2013, the Company had issued 23,429,599 Accenture plc Class A ordinary shares under the 2010 ESPP. The Company issued 6,916,088, 7,406,727 and 7,382,949 shares to employees in fiscal 2013, 2012 and 2011, respectively, under the 2010 ESPP.

12. SHAREHOLDERS' EQUITY

Accenture plc

Ordinary Shares

The Company has 40,000 authorized ordinary shares, par value €1 per share. Each ordinary share of Accenture plc entitles its holder to receive payments upon a liquidation of Accenture plc; however a holder of an ordinary share is not entitled to vote on matters submitted to a vote of shareholders of Accenture plc or to receive dividends.

Class A Ordinary Shares

An Accenture plc Class A ordinary share entitles its holder to one vote per share, and holders of those shares do not have cumulative voting rights. Each Class A ordinary share entitles its holder to a pro rata part of any dividend at the times and in the amounts, if any, which Accenture plc's Board of Directors from time to time determines to declare, subject to any preferred dividend rights attaching to any preferred shares. Each Class A ordinary share is entitled on a winding-up of Accenture plc to be paid a pro rata part of the value of the assets of Accenture plc remaining after payment of its liabilities, subject to any preferred rights on liquidation attaching to any preferred shares.

Class X Ordinary Shares

An Accenture plc Class X ordinary share entitles its holder to one vote per share, and holders of those shares do not have cumulative voting rights. A Class X ordinary share does not entitle its holder to receive dividends, and holders of those shares are not entitled to be paid any amount upon a winding-up of Accenture plc. Most of the Company's partners who received Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares in connection with the Company's transition to a corporate structure received a corresponding number of Accenture plc Class X ordinary shares. Accenture plc may redeem, at its option, any Class X ordinary share for a redemption price equal to the par value of the Class X ordinary share. Accenture plc has separately agreed with the original holders of Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares not to redeem any Class X ordinary share of such holder if the redemption would reduce the number of Class X ordinary shares held by that holder to a number that is less than the number of Accenture SCA Class I common shares or Accenture Canada Holdings Inc. exchangeable shares owned by that holder, as the case may be. Accenture plc will redeem Class X

ordinary shares upon the redemption or exchange of Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares so that the aggregate number of Class X ordinary shares outstanding at any time does not exceed the aggregate number of Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares outstanding. Class X ordinary shares are not transferable without the consent of Accenture plc.

Equity of Subsidiaries Redeemable or Exchangeable for Accenture plc Class A Ordinary Shares

Accenture SCA Class I Common Shares

Members of Accenture Leadership in certain countries, including the United States, received Accenture SCA Class I common shares in connection with the Company's transition to a corporate structure. Only the Company and its current and former senior executives and their permitted transferees hold Accenture SCA Class I common shares. Each Accenture SCA Class I common share entitles its holder to one vote on all matters submitted to a vote of shareholders of Accenture SCA and entitles its holders to dividends and liquidation payments.

Accenture SCA is obligated, at the option of the holder, to redeem any outstanding Accenture SCA Class I common share at a redemption price per share generally equal to its current market value as determined in accordance with Accenture SCA's articles of association. Under Accenture SCA's articles of association, the market value of a Class I common share will be deemed to be equal to (i) the average of the high and low sales prices of an Accenture plc Class A ordinary share as reported on the New York Stock Exchange (or on such other designated market on which the Class A ordinary shares trade), net of customary brokerage and similar transaction costs, or (ii) if Accenture plc sells its Class A ordinary shares on the date that the redemption price is determined (other than in a transaction with any employee or an affiliate or pursuant to a preexisting obligation), the weighted average sales price of an Accenture plc Class A ordinary share on the New York Stock Exchange (or on such other market on which the Class A ordinary shares primarily trade), net of customary brokerage and similar transaction costs. Accenture SCA may, at its option, pay this redemption price with cash or by delivering Accenture plc Class A ordinary shares on a one-for-one basis. Each holder of Class I common shares is entitled to a pro rata part of any dividend and to the value of any remaining assets of Accenture SCA after payment of its liabilities upon dissolution.

Accenture Canada Holdings Inc. Exchangeable Shares

Partners resident in Canada and New Zealand received Accenture Canada Holdings Inc. exchangeable shares in connection with the Company's transition to a corporate structure. Holders of Accenture Canada Holdings Inc. exchangeable shares may exchange their shares for Accenture plc Class A ordinary shares at any time on a one-for-one basis. The Company may, at its option, satisfy this exchange with cash at a price per share generally equal to the market price of an Accenture plc Class A ordinary share at the time of the exchange. Each exchangeable share of Accenture Canada Holdings Inc. entitles its holder to receive distributions equal to any distributions to which an Accenture plc Class A ordinary share entitles its holder.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

13. MATERIAL TRANSACTIONS AFFECTING SHAREHOLDERS' EQUITY

Share Purchases and Redemptions

The Board of Directors of Accenture plc has authorized funding for the Company's publicly announced open-market share purchase program for acquiring Accenture plc Class A ordinary shares and for purchases and redemptions of Accenture plc Class A ordinary shares, Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares held by the Company's current and former members of Accenture Leadership and their permitted transferees. As of August 31, 2013, the Company's aggregate available authorization was $1,964,096 for its publicly announced open-market share purchase and these other share purchase programs.

The Company's share purchase activity during fiscal 2013 was as follows:

	Accenture plc Class A Ordinary Shares		Accenture SCA Class I Common Shares and Accenture Canada Holdings Inc. Exchangeable Shares	
	Shares	Amount	Shares	Amount
Open-market share purchases (1)	26,547,155	$ 1,996,622	—	$ —
Other share purchase programs	—	—	3,062,148	218,123
Other purchases (2)	4,750,122	329,607	—	—
Total	31,297,277	$ 2,326,229	3,062,148	$ 218,123

(1) The Company conducts a publicly announced, open-market share purchase program for Accenture plc Class A ordinary shares. These shares are held as treasury shares by Accenture plc and may be utilized to provide for select employee benefits, such as equity awards to the Company's employees.

(2) During fiscal 2013, as authorized under the Company's various employee equity share plans, the Company acquired Accenture plc Class A ordinary shares primarily via share withholding for payroll tax obligations due from employees and former employees in connection with the delivery of Accenture plc Class A ordinary shares under those plans. These purchases of shares in connection with employee share plans do not affect the Company's aggregate available authorization for the Company's publicly announced open-market share purchase and the other share purchase programs.

Other Share Redemptions

During fiscal 2013, the Company issued 11,019,187 Accenture plc Class A ordinary shares upon redemptions of an equivalent number of Accenture SCA Class I common shares pursuant to its registration statement on Form S-3 (the "registration statement"). The registration statement allows the Company, at its option, to issue freely tradable Accenture plc Class A ordinary shares in lieu of cash upon redemptions of Accenture SCA Class I common shares held by current and former members of Accenture Leadership and their permitted transferees.

Dividends

The Company's dividend activity during fiscal 2013 was as follows:

		Accenture plc Class A Ordinary Shares		Accenture SCA Class I Common Shares and Accenture Canada Holdings Inc. Exchangeable Shares		
Dividend Payment Date	Dividend Per Share	Record Date	Cash Outlay	Record Date	Cash Outlay	Total Cash Outlay
November 15, 2012	$ 0.81	October 12, 2012	$ 516,170	October 9, 2012	$ 43,965	$ 560,135
May 15, 2013	0.81	April 12, 2013	526,747	April 9, 2013	34,856	561,603
Total Dividends			$ 1,042,917		$ 78,821	$ 1,121,738

The payment of the cash dividends also resulted in the issuance of additional restricted share units to holders of restricted share units. Diluted weighted average Accenture plc Class A ordinary share amounts have been restated for all periods presented to reflect this issuance.

Subsequent Events

On September 25, 2013, the Board of Directors of Accenture plc declared a semi-annual cash dividend of $0.93 per share on its Class A ordinary shares for shareholders of record at the close of business on October 11, 2013. Accenture plc will cause Accenture SCA to declare a semi-annual cash dividend of $0.93 per share on its Class I common shares for shareholders of record at the close of business on October 8, 2013. Both dividends are payable on November 15, 2013. The payment of the cash dividends will result in the issuance of an immaterial number of additional restricted share units to holders of restricted share units.

On September 25, 2013, the Board of Directors of Accenture plc approved $5,000,000 in additional share repurchase authority bringing the Company's total outstanding authority to $6,964,096.

14. LEASE COMMITMENTS

The Company has operating leases, principally for office space, with various renewal options. Substantially all operating leases are non-cancelable or cancelable only by the payment of penalties. Rental expense in agreements with rent holidays and scheduled rent increases is recorded on a straight-line basis over the lease term. Rental expense, including operating costs and taxes and sublease income from third parties, during fiscal 2013, 2012 and 2011 was as follows:

	Fiscal		
	2013	2012	2011
Rental expense	$ 529,342	$ 541,182	$ 493,734
Sublease income from third parties	(31,663)	(33,171)	(32,503)

Future minimum rental commitments under non-cancelable operating leases as of August 31, 2013, were as follows:

	Operating Lease Payments	Operating Sublease Income
2014	$ 454,655	$ (28,280)
2015	364,701	(23,821)
2016	283,849	(19,794)
2017	219,043	(15,680)
2018	163,549	(13,500)
Thereafter	674,603	(20,351)
	$ 2,160,400	$ (121,426)

15. COMMITMENTS AND CONTINGENCIES

Commitments

The Company has the right to purchase or may also be required to purchase substantially all of the remaining outstanding shares of its Avanade Inc. subsidiary ("Avanade") not owned by the Company at fair value if certain events occur. Certain holders of Avanade common stock and options to purchase the stock have put rights that, under certain circumstances and conditions, would require Avanade to redeem shares of its stock at fair value. As of August 31, 2013 and 2012, the Company has reflected the fair value of $94,310 and $95,957, respectively, related to Avanade's redeemable common stock and the intrinsic value of the options on redeemable common stock in Other accrued liabilities on the Consolidated Balance Sheets.

Indemnifications and Guarantees

In the normal course of business and in conjunction with certain client engagements, the Company has entered into contractual arrangements through which it may be obligated to indemnify clients with respect to certain matters. These arrangements with clients can include provisions whereby the Company has joint and several liability in relation to the performance of certain contractual obligations along with third parties also providing services and products for a specific project. In addition, the Company's consulting arrangements may include warranty provisions that the Company's solutions will substantially operate in accordance with the applicable system requirements. Indemnification provisions are also included in arrangements under which the Company agrees to hold the indemnified party harmless with respect to third-party claims related to such matters as title to assets sold or licensed or certain intellectual property rights.

Typically, the Company has contractual recourse against third parties for certain payments made by the Company in connection with arrangements where third-party nonperformance has given rise to the client's claim. Payments by the Company under any of the arrangements described above are generally conditioned on the client making a claim, which may be disputed by the Company typically under dispute resolution procedures specified in the particular arrangement. The limitations of liability under these arrangements may be expressly limited or may not be expressly specified in terms of time and/or amount.

As of August 31, 2013 and 2012, the Company's aggregate potential liability to its clients for expressly limited guarantees involving the performance of third parties was approximately $748,000 and $596,000, respectively, of which all but approximately $15,000 and $21,000, respectively, may be recovered from the other third parties if the Company is obligated to make payments to the indemnified parties that are the consequence of a performance default by the other third parties. For arrangements with unspecified limitations, the Company cannot reasonably estimate the aggregate maximum potential liability, as it is inherently difficult to predict the maximum potential amount of such payments, due to the conditional nature and unique facts of each particular arrangement.

To date, the Company has not been required to make any significant payment under any of the arrangements described above. The Company has assessed the current status of performance/payment risk related to arrangements with limited guarantees, warranty obligations, unspecified limitations and/or indemnification provisions and believes that any potential payments would be immaterial to the Consolidated Financial Statements, as a whole.

Legal Contingencies

As of August 31, 2013, the Company or its present personnel had been named as a defendant in various litigation matters. The Company and/or its personnel also from time to time are involved in investigations by various regulatory or legal authorities concerning matters arising in the course of its business around the world. Based on the present status of these matters, management believes the range of reasonably possible losses in addition to amounts accrued, net of insurance recoveries, will not have a material effect on the Company's results of operations or financial condition.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

16. SEGMENT REPORTING

Operating segments are components of an enterprise where separate financial information is available that is evaluated regularly by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance.

The Company's chief operating decision maker is its Chief Executive Officer. The Company's operating segments are managed separately because each operating segment represents a strategic business unit providing management consulting, technology and outsourcing services to clients in different industries.

The Company's reportable operating segments are the five operating groups, which are Communications, Media & Technology, Financial Services, Health & Public Service, Products and Resources. Information regarding the Company's reportable operating segments is as follows:

Fiscal 2013	Communications, Media & Technology	Financial Services	Health & Public Service	Products	Resources	Other	Total
Net revenues	$ 5,686,370	$ 6,165,663	$ 4,739,483	$ 6,806,615	$ 5,143,073	$ 21,606	$ 28,562,810
Depreciation (1)	65,857	64,844	62,048	81,888	50,360	—	324,997
Operating income	785,543	1,002,785	594,417	985,375	970,560	—	4,338,680
Assets as of August 31 (2)	712,074	176,601	552,888	667,415	617,743	(54,965)	2,671,756
2012							
Net revenues	$ 5,906,724	$ 5,842,776	$ 4,255,631	$ 6,562,974	$ 5,275,001	$ 19,224	$ 27,862,330
Depreciation (1)	64,202	63,251	61,994	72,532	56,013	—	317,992
Operating income	845,411	809,633	376,125	863,860	976,519	—	3,871,548
Assets as of August 31 (2)	582,652	215,741	477,536	533,522	484,095	(91,557)	2,201,989
2011							
Net revenues	$ 5,434,024	$ 5,380,674	$ 3,861,146	$ 5,931,333	$ 4,882,248	$ 17,611	$ 25,507,036
Depreciation (1)	63,524	56,256	56,207	68,136	53,426	—	297,549
Operating income	727,761	898,287	318,430	679,716	846,263	—	3,470,457
Assets as of August 31 (2)	556,190	189,611	576,505	579,616	642,250	(86,104)	2,458,068

(1) Amounts include depreciation on property and equipment controlled by each operating segment, as well as an allocation for depreciation on property and equipment they do not directly control.

(2) The Company does not allocate total assets by operating segment. Operating segment assets directly attributed to an operating segment and provided to the chief operating decision maker include Receivables from clients, current and non-current Unbilled services, Deferred contract costs and current and non-current Deferred revenues.

The accounting policies of the operating segments are the same as those described in Note 1 (Summary of Significant Accounting Policies) to these Consolidated Financial Statements.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Revenues are attributed to geographic regions and countries based on where client services are supervised. Information regarding geographic regions and countries is as follows:

Fiscal	*Americas*	*EMEA(1)*	*Asia Pacific*	*Total*
2013				
Net revenues	$ 13,518,623	$ 11,047,417	$ 3,996,770	$ 28,562,810
Reimbursements	972,217	576,178	283,080	1,831,475
Revenues	14,490,840	11,623,595	4,279,850	30,394,285
Property and equipment, net as of August 31	317,759	199,593	262,323	779,675
2012				
Net revenues	$ 12,522,673	$ 11,296,207	$ 4,043,450	$ 27,862,330
Reimbursements	897,483	697,622	320,550	1,915,655
Revenues	13,420,156	11,993,829	4,364,000	29,777,985
Property and equipment, net as of August 31	256,697	206,356	316,441	779,494
2011				
Net revenues	$ 11,270,668	$ 10,853,684	$ 3,382,684	$ 25,507,036
Reimbursements	851,081	699,631	295,166	1,845,878
Revenues	12,121,749	11,553,315	3,677,850	27,352,914
Property and equipment, net as of August 31	235,900	230,805	318,526	785,231

(1) EMEA includes Europe, Middle East and Africa.

The Company conducts business in the following countries that individually comprised 10% or more of consolidated Net revenues:

	Fiscal		
	2013	2012	2011
United States	39%	36%	35%
United Kingdom	9	9	10

The Company conducts business in the following countries that hold 10% or more of its total consolidated Property and equipment, net:

	August 31,		
	2013	2012	2011
United States	31%	26%	23%
India	17	21	23
Philippines	9	10	9

Net revenues by type of work were as follows:

	Fiscal		
	2013	2012	2011
Consulting	$ 15,383,485	$ 15,562,321	$ 14,924,187
Outsourcing	13,179,325	12,300,009	10,582,849
Net revenues	28,562,810	27,862,330	25,507,036
Reimbursements	1,831,475	1,915,655	1,845,878
Revenues	$ 30,394,285	$ 29,777,985	$ 27,352,914

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

17. QUARTERLY DATA (unaudited)

Fiscal 2013	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Annual
Net revenues	$ 7,219,961	$ 7,058,042	$ 7,198,140	$ 7,086,667	$ 28,562,810
Reimbursements	448,075	435,278	509,795	438,327	1,831,475
Revenues	7,668,036	7,493,320	7,707,935	7,524,994	30,394,285
Cost of services before reimbursable expenses	4,853,768	4,827,679	4,760,121	4,737,067	19,178,635
Reimbursable expenses	448,075	435,278	509,795	438,327	1,831,475
Cost of services	5,301,843	5,262,957	5,269,916	5,175,394	21,010,110
Operating income	1,048,674	1,164,532	1,141,971	983,503	4,338,680
Net income	766,031	1,187,098	874,063	727,327	3,554,519
Net income attributable to Accenture plc	698,817	1,101,802	810,258	671,001	3,281,878
Weighted average Class A ordinary shares:					
—Basic	639,659,238	649,520,337	650,625,931	642,359,475	645,536,995
—Diluted (1)	716,630,385	715,135,968	714,984,161	706,256,084	712,763,616
Earnings per Class A ordinary share:					
—Basic	$ 1.09	$ 1.70	$ 1.25	$ 1.04	$ 5.08
—Diluted (1)	1.06	1.65	1.21	1.01	4.93
Ordinary share price per share:					
—High	$ 71.79	$ 75.97	$ 84.22	$ 83.30	$ 84.22
—Low	60.69	65.20	72.42	69.00	60.69

(1) The first and second quarters of fiscal 2013 diluted weighted average Accenture plc Class A ordinary shares and earnings per share amounts have been restated to reflect the impact of the issuance of additional restricted share units to holders of restricted share units in connection with the fiscal 2013 payment of cash dividends. This did not result in a change to previously reported Diluted earnings per share.

ACCENTURE PLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (continued)
(In thousands of U.S. dollars, except share and per share amounts or as otherwise disclosed)

Fiscal 2012	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Annual
Net revenues	$ 7,074,497	$ 6,797,250	$ 7,154,690	$ 6,835,893	$ 27,862,330
Reimbursements	514,611	462,578	486,100	452,366	1,915,655
Revenues	7,589,108	7,259,828	7,640,790	7,288,259	29,777,985
Cost of services before reimbursable expenses	4,822,957	4,680,884	4,783,785	4,587,003	18,874,629
Reimbursable expenses	514,611	462,578	486,100	452,366	1,915,655
Cost of services	5,337,568	5,143,462	5,269,885	5,039,369	20,790,284
Operating income	981,138	889,299	1,060,761	940,350	3,871,548
Net income	711,757	714,190	762,831	636,155	2,824,933
Net income attributable to Accenture plc	642,086	643,923	689,219	578,282	2,553,510
Weighted average Class A ordinary shares:					
—Basic	644,285,298	646,452,990	645,761,617	636,064,228	643,132,601
—Diluted (1)	730,916,739	730,034,891	729,528,085	718,489,744	727,011,059
Earnings per Class A ordinary share:					
—Basic	$ 1.00	$ 1.00	$ 1.07	$ 0.90	$ 3.97
—Diluted (1)	0.96	0.97	1.03	0.88	3.84
Ordinary share price per share:					
—High	$ 61.90	$ 60.20	$ 65.89	$ 61.98	$ 65.89
—Low	48.55	51.08	56.21	54.94	48.55

(1) Fiscal 2012 diluted weighted average Accenture plc Class A ordinary shares and earnings per share amounts have been restated to reflect the impact of the issuance of additional restricted share units to holders of restricted share units in connection with the fiscal 2013 payment of cash dividends. This did not result in a change to previously reported Diluted earnings per share.

Exhibit 10.16

MANAGING DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made the_____ **day of** _____ **20**_____ between Accenture (UK) Limited company no. 4757301 with its registered office at 30 Fenchurch Street, London, EC3M 3BD (the **"Company"**) and _____ of _____ (the **"Employee"**).

IT IS AGREED that the Company will employ the Employee on the following terms and conditions (the " **Employment"**):

Period of Employment

1.1 This Agreement is effective on and from _____ (the **"Commencement Date"**). The Employee's period of continuous employment for statutory purposes started on _____.

1.2 The Employment will be for an indefinite period and will continue unless terminated in accordance with clause 19.

Duties

2.1 The Employee will serve the Company in the role of _____ and will at all times comply with the lawful and reasonable directions and instructions of his / her line management and/or other more senior employees, or their delegates. At any time during the term of this Agreement, the Company may at its discretion change the Employee's title without affecting the other terms of this Agreement.

2.2 The Employee will be expected to perform a range of duties and also assume various responsibilities from time to time at the discretion of the Company. It is a key requirement of the Employee's role as _____ that he / she will remain flexible as to his / her function and duties during the course of his / her employment. The Employee cannot therefore assume that he / she will continue to perform a particular function or role on a permanent basis. The Company may change his / her function or role at any time under the Company's Leadership Career Model or any other career model used by the Company, from time to time, which may include an increase or decrease in the Employee's career level. At any time during the term of this Agreement, the Company may at its sole discretion change the Employee's reporting line or lines without affecting the terms of this Agreement. The Company may at its sole discretion assign the Employment to any Affiliate on the same terms and conditions as set out, or referred to, in this Agreement. The Company may also require the Employee to perform duties for Affiliates and / or Alliance Entities.

2.3 The Employee:

(a) will devote his / her full time, attention and skills during his / her working hours to his / her duties; and

(b) will not do anything at any time which is contrary to the best interests of the Company or any Affiliate, or omit to do anything at any time which is necessary in order to act in the best interests of the Company or any Affiliate.

2.4 The Employee will be a leader of the Company's business and, as such, his / her general responsibilities will include:

(a) managing and supervising the provision of services to the Company's or any Affiliate's clients;

(b) participating in the management and administration of the Company and any Affiliate to the extent required;

(c) participating in business development activities in his / her area of expertise and other areas of general importance to the Company; and

(d) maintaining the trust and confidence of other Managing Directors and providing leadership to any employees of the Company for whom he / she is responsible.

2.5 The Employee's general duties to the Company include duties to:

(a) act in the best interests of the Company and its Affiliates and Alliance Entities at all times;

(b) use his / her best endeavours to promote the business interests of the Company and its Affiliates and Alliance Entities at all times;

(c) fully report to the Company all business opportunities which may advantage the Company or any Affiliate or Alliance Entity and any significant threats to the business of the Company or any Affiliate or Alliance Entity as soon as they come to his / her attention;

(d) fully and truthfully answer any questions asked by the Company relating to his / her employment;

(e) comply with any performance standards issued by the Company or its Affiliates or Alliance Entities, which may be amended from time to time and participate in all performance reviews;

(f) comply with and lead the principles set out in the Company's Code of Business Ethics and policies as published on the Company's policies website on the Portal, including without limitation, the obligation to promote respect in the workplace, and the Company's policies on Harassment (AP 85 and AP 85_C50) Meritocracy (AP 78 and AP 78_C50), Reporting Unlawful or Unethical Activity and Prohibition Against Retaliation (AP 301), Gifts and Entertainment Policy (AP 0150) Contacts with Public Officials (AP 1221) and Business Intermediaries (AP 1327); and

(g) comply with any mandatory training requirements which are applicable to his / her position, whether imposed by the Company, an Affiliate or Alliance Entity or a third party such as a regulatory authority or client. For the avoidance of doubt, this obligation includes (but is not limited to) an obligation to complete any computer-based training of which the Employee is notified in a timely fashion.

2.6 The Employee acknowledges that he / she is a fiduciary of the Company and the Affiliates and agrees that he / she will act at all times in good faith and use his / her best endeavours to promote the interests of the Company and the Affiliates.

Conflicts of Interest and Investments

3.1 The Employee will comply with the Company's policies on investment and share trading. The Employee may also be required to comply with any policy a client may have regarding investments, which will be notified on an individual basis where applicable. In the event that there is any inconsistency between the terms of the relevant policy and the terms of this Agreement, the latter will prevail.

3.2 The Employee will not without the prior written consent of the Company directly or indirectly on his / her own account or on behalf of any third party and in any capacity carry on or be engaged, concerned or interested in or provide services to any other business or enterprise or accept any other engagement or public office or directorship PROVIDED THAT he / she may hold up to 2% of the securities in a company which is quoted on any recognised stock exchange.

3.3 The Employee must not undertake any activity (including unpaid work) which may either compromise or give rise to a potential or actual conflict with either his / her duties or responsibilities under this Agreement or the business interests of the Company or any Affiliate. The Employee must immediately and fully disclose in writing any potential or actual conflict of interest. He / she must comply with any policies relating to conflicts of interest including, without limitation, the Company's policy on Family and Personal Relationships (AP 1100), Buying and Selling Securities - Insider Trading (AP 1216), Board and Management Membership (AP 0094), Dual Employment (AP 0061), Code of Business Ethics or codes of conduct published on the Company's policies website on the Portal, which may be amended from time to time.

Standards of Conduct and Behaviour and Compliance with Policies

4.1 The Employee is required to comply with all of the Company's applicable policies and procedures, whether contractual or not, relating to conduct and behaviour, (in addition to those specifically mentioned in this Agreement) including but not limited to the policies published on the Company's policies website on the Portal. Failure to comply with applicable policies and procedures will constitute a disciplinary offence. In addition, he / she is expected to co-operate with any investigation initiated by the Company where it reasonably suspects a violation of such policies. The Company reserves the right to amend, withdraw or supplement its policies at any time without giving notice to the Employee. For the avoidance of doubt, in the event that any such changes are made or additional or replacement policies are introduced, the Employee remains required to comply with these policies, which may be amended or replaced. Any reference to a Company policy in this Agreement is to the policy as amended from time to time, even if the number or name of that policy is changed. In the event that there is any inconsistency between the terms of any relevant policy and the terms of this Agreement, the latter will prevail. Policies and procedures can be obtained from Peopleline on 0800 028 2255, the Employee's Human Resources Representative, or from the Policies Website.

4.2 In addition, the Employee is required to comply with all rules or codes of conduct in force from time to time which are required by any regulatory body in relation to the business of the Company, any Affiliate or any Alliance Entity.

4.3 The Employee will inform the Company immediately of any act or omission of his / hers which constitutes a breach of this Agreement, and any act or omission of any other employee, member of staff, client or supplier of which he / she becomes aware and which constitutes, or might reasonably constitute, a breach of the duties owed by that party including but not limited to breaches of the Company's Code of Business Ethics or policies.

4.4 Without prejudice to the generality of clause 4.1, the Employee will comply with the policies applicable to him / her from time to time in relation to entering into any contract or similar commitment or signing any document in the name of or on behalf of the Company or Affiliate(including Signature Authority for Client Contracts (AP 1072)) and is excluded from doing other than as authorised.

4.5 Except to the extent that the Employee has actual authority granted to him in accordance with the policies and procedures of the Company as in force from time to time, the Employee hereby agrees that the designation "Managing Director" confers no authority to bind the Company or Affiliate and such authority will not be implied in any statement or representation made to third parties by the Employee. The Employee will at all times make it clear to third parties that he / she acts as an employee of the Company and he / she does not act as a partner of any partnership nor does he / she hold any position of corporate office.

Hours of Work

5. *The standard working week for Managing Directors at the Company is a 37.5 hour week. Normal office hours are 9am to 5.30pm* (with a lunch break of one hour), Monday to Friday. However, the Employee agrees to work additional hours, beyond the standard working week, which are reasonably necessary for him / her to properly fulfil his / her duties and responsibilities as a Managing Director and in order to comply with the

Company's commitment to the highest standard of professional performance. His / her compensation represents payment for all those hours so worked.

Place of Work

6. The Employee's normal place of work is _____ or such other place of business of the Company, any Affiliate or client as the Company may reasonably determine from time to time within the United Kingdom. As a consequence of project assignments, the Employee may be required and agrees to perform duties at other premises of the Company or Affiliate or at the premises of clients of the Company or Affiliate when so reasonably requested or directed. The Employee also agrees that he may be required to travel anywhere within or outside the United Kingdom in the performance of his or her duties.

Remuneration

7.1 The Company will pay the Employee during his / her employment a gross base salary of _____ per annum ("Base Salary") subject to statutory deductions (including all applicable taxes). Base Salary will be paid by equal monthly instalments in arrears by credit transfer to the Employee's bank account. The remuneration structure for the Employee (in line with that for employees and other individuals employed or engaged at a level equivalent to that of the Employee) is intended to reflect the profitability of the Company and the Affiliates and the Employee's career level, function and duties. To reflect this philosophy, Base Salary will be reviewed on an annual basis with effect from 1 December each year and may be increased by such amount as the Company may determine. The Employee acknowledges that at the Company's discretion the Base Salary may also be frozen or reduced by such amount as the Company may determine following such a review, or at any other time. The first salary review will take place on _____.

7.2 The Company may pay or procure additional amounts or benefits to the Employee under such additional annual bonus arrangements of such amounts and on such terms as the Company may in its absolute discretion determine from time to time (if at all). The amount of bonus in any year may be nil, and will be determined having regard to such criteria as the Company deems in its absolute discretion to be appropriate. The Employee has no right to receive a bonus, and will not acquire such a right by virtue of having received earlier bonus payments. The terms of this clause will not be affected by any policy, programme or practice of the Company or any Affiliate and will not be affected by any other express or implied term.

7.3 The Employee agrees that the Company has the right at any time during his / her employment, or in any event on termination of his / her employment, to make any deductions from his / her salary or other sums due to the Employee in respect of all monies howsoever arising which are owed by him/her to the Company and / or to any benefits provider, (including but not limited to amounts in respect of holiday taken in excess of his / her holiday entitlement; the cost of repairing / replacing damaged or lost property of the Company caused by the Employee; any expenses owing by the Employee to the Company and any amounts owing by the Employee in relation to any credit or charge card provided to the Employee through the Company), or as otherwise required by law. The Employee further agrees to immediately repay all outstanding debts and loans due to the Company or any Affiliate on demand, whether during or on termination of the Employment and agrees that the Company is authorised to deduct from the Employee's salary or other remuneration all or any part of any such debts or loans.

Other Benefits

8.1 The Employee is eligible to participate in such schemes as are operated by the Company from time to time in respect of short term sickness and injury, long term sickness or disability, life assurance, accident insurance and private health insurance, subject always to any requirements of any insurer and the terms and conditions of the schemes. The policies and procedures relating to incapacity for work due to sickness or injury, including

any provision for sick pay, are detailed in the Sick Leave Policy (AP 1082). The Employee is required as a term of this Agreement to comply with the requirements of the Sick Leave Policy.

8.2 The Employee's eligibility to participate in these schemes is subject to the right of the Company to vary, amend or discontinue such schemes from time to time, notwithstanding any potential adverse impact that such variation, amendment or discontinuation may have on any current or prospective benefits being claimed or received by the Employee under such scheme(s).

8.3 If the Employee is entitled to claim from any third party (including his or her own insurance company) in respect of damages for absence from employment due to incapacity, he / she will include a claim in respect of any Company sick pay paid to him or her by the Company. Any sum paid by the Company to the Employee in respect of the same period of absence will be recoverable from the Employee by the Company as money due to the Company.

8.4 If any third party benefit provider refuses for any reason to provide a benefit or benefits to the Employee or any other prospective beneficiary under the applicable benefit scheme, the Company will not be liable to provide such benefit(s) or compensate for the loss of such benefit(s). The Company will not be under any duty to take steps to challenge any such refusal by a benefit provider.

8.5 The Company may terminate the Employment in accordance with this Agreement (including on the grounds of incapability) notwithstanding that such termination may deprive the Employee of Company sick pay and / or any current or prospective benefits under any benefit scheme, including, but not limited to, any applicable private health insurance cover or long term sickness or disability scheme or pension benefits. The Company will not be liable for any such losses arising from such termination.

8.6 Payment for any days of vacation taken during sickness absence will be at the Employee's normal salary, less appropriate deductions, and will be made via payroll in the usual way. Any payment made in respect of Company sick pay or permanent health / long term disability insurance payments (as appropriate) in respect of those days will count toward s discharging the Company's holiday pay liability for those days.

Pensions

9. Save as required by law, the Employee is not entitled to any pension or retirement benefits funded by the Company whether under the Company Retirement Savings Plan or otherwise in respect of his / her Employment and any additional life cover or retirement benefits which the Employee chooses to have or which he / she may be required to have will be at the Employee's own cost. There is no contracting out certificate in force in respect of the Employee's employment hereunder.

Holiday Entitlement

10.1 The holiday year runs from 1 September to 31 August (the "Year"). The Employee is entitled to holiday amounting to 30 working days each Year.

10.2 The Employee is entitled to carry forward up to a maximum of 5 days' holiday entitlement each Year. Any untaken holiday in excess of 5 days will be forfeited, unless otherwise agreed by the Company (at its discretion) in accordance with the applicable policy on holiday.

10.3 Upon termination of Employment, the Employee will receive payment in respect of any holiday entitlement which has accrued under clause 10.1 but which has not been taken. In the event that the Employee has taken holiday in excess of accrued entitlement, then the appropriate deduction will be made from Base Salary or from other sums due to the Employee as a result of this Employment.

10.4 In addition to the entitlement under clause 10.1, the Employee is entitled to take the eight statutory public holidays in force in the United Kingdom. The Employee may on occasion be required to work on a statutory

public holiday. Reasonable notice of such requirement will be given and if the Employee does have to work on a statutory public holiday, he / she may, at the Company's discretion, be permitted to take another day as holiday instead.

10.5 The Employee must give twice as many days' notice as the number of days of holiday requested. The Company will use reasonable endeavours to accommodate holiday requests, but they may be reasonably refused in consideration of operational requirements.

10.6 If the Employee is absent from work due to ill health for any period, he / she must nevertheless notify the Company of any intention to take holiday in the usual way.

Other Periods of Leave

11. The Employee will be able to take such paid and / or unpaid leave during periods of absence due to pregnancy, childbirth, paternity, adoption, other family or carer related reasons or in such other circumstances as may be specified in the Company policies applicable to him / her from time to time, as such policies may be amended or replaced from time to time.

Expenses

12. The Employee agrees to comply with the Company's policies relating to expenses. Subject to the Employee's compliance with the expense policy in force at the relevant time, the Employee will be reimbursed for all reasonable expenses incurred as a result of, and in the course of the Employment and is provided with an expense account for this purpose. The Company or Affiliate reserves the right to correct an adverse expense account balance by making the necessary deductions from any amounts due to the Employee from the Company.

Confidentiality

13.1 The Employee must not make use of, divulge or communicate to any person, company, business entity or other organisation (except in the proper performance of his / her duties of employment or otherwise with proper authority) any of the trade secrets or other confidential information of, or relating to, the business and the financial affairs of the Company or Affiliate or any of their clients or suppliers. **"Confidential Information"** includes (but is not limited to):

(a) lists and databases containing client information, including names of clients;

(b) lists and databases of prospective clients whom the Company or any Affiliate has taken material steps to win business from;

(c) confidential details of the Company's and any Affiliate's products and services;

(d) commercial or technical information or any other Knowledge Capital;

(e) financial information and plans;

(f) prices / pricing structures / hourly rates, including any discounts, terms of credit and preferential terms;

(g) lists and databases of suppliers;

(h) any Personal Data (as defined in clause 15) belonging to the Company or any Affiliate or any client or business associate, affiliate or employee or contractor of the Company or its Affiliates;

(i) terms of business with clients, suppliers and Alliance Entities;

(j) sales and marketing strategies;

(k) lists and databases of employees, officers and contractors;

(l) details of employees, officers, and contractors, including but not limited to their remuneration packages and terms of employment / engagement;

(m) object or source codes and computer software;

(n) any proposals relating to the acquisition or disposal of a company or business or any part thereof;

(o) details of any responses by the Company or any Affiliate to any request for proposal or tender for work (whether competitive with any future employer of the Employee or not), and of any contract negotiations;

(p) Intellectual Property Rights owned by or licensed to the Company or its Affiliates or any of their clients or suppliers;

(q) any document marked as "confidential" (or with a similar expression), or any information or document which the Employee has been told is confidential or which he / she ought reasonably to expect the Company or an Affiliate or client or supplier to regard as confidential;

(r) any information which has been given to the Company or any Affiliate in confidence by clients, suppliers or other third parties;

(s) any of the foregoing which belongs, or which otherwise relates, to any past or present Alliance Entity or to any legal entity which the Company or any Affiliate intends to make an Alliance Entity; and

(t) details of any agreement, arrangement or otherwise (whether formal or informal) that the Company, or any Affiliate, has entered into *with any Alliance Entity.*

13.2 The obligation of confidentiality in clause 13.1 will continue to apply without any time limit after the termination (for whatever reason) of this employment, but does not apply to any disclosures required by law or to any information or documents which are in the public domain (other than by way of unauthorised disclosure). From time to time during the Employee's employment, in limited circumstances, as a condition of working on a particular client engagement or business opportunity with which the Company or an Affiliate is involved, the Employee may be required to enter into a specific non-disclosure agreement regarding confidential information pertaining to such engagement or opportunity. The Employee agrees that any breach of clause13.1 above may not adequately be compensated by an award of damages and any breach will entitle the Company, in addition to any other remedies available at law or in equity, to seek an injunction to restrain the Employee from committing any breach (or continuing to commit any breach). The Employee agrees that he / she will comply with the Company's Confidentiality Policy (AP 69), Data Privacy Policy (AP 90) and Data Management Policy (AP 1431) on the Company's policies website on the Portal, and that he / she will comply with the obligations set out therein, which may be amended from time to time. In the event that there is any inconsistency between the terms of the policy and the terms of the contract, the latter will prevail.

Proprietary Rights/Inventions

In this clause 14:

"Employment Inventions" shall mean any Invention which is made wholly or partially by the Employee at any time during the course of his / her employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form).

"Employment IPRs" shall mean Intellectual Property Rights created by the Employee in the course of his / her employment with the Company (whether or not during working hours or using Company premises or resources).

14.1 The Employee acknowledges that it is the intention of both parties that all Employment IPRs, Employment Inventions and all materials embodying them will belong to the Company. The following clauses set out the mechanism by which this will be achieved:

14.2 All Employment IPRs, Employment Inventions and all materials embodying them will automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, the Employee holds them on trust for the Company.

14.3 To the extent that legal title in any Employment IPRs or Employment Inventions does not vest in the Company by virtue of clause 14.2, the Employee agrees that, immediately upon creation, such rights and Inventions will be assigned to the Company by way of future assignment to the fullest extent permitted by law.

14.4 The Employee acknowledges that, because of the nature of his / her duties and the particular responsibilities arising from the nature of his / her duties, the Employee has, and will have at all times while he / she is employed by the Company, a special obligation to further the interests of the Company.

14.5 The Employee agrees:

(a) to give to the Company full written details of all Employment Inventions promptly on their creation;

(b) at the Company's request and in any event on the termination of his / her employment to give to the Company all originals and copies of correspondence, documents, papers and records on all media which record or relate to any of the Employment IPRs;

(c) not to attempt to register any Employment IPR or patent any Employment Invention unless requested to do so by the Company; and

(d) to keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by the Employee.

14.6 The Employee hereby waives in favour of the Company all present and future moral rights conferred on him / her by Chapter IV of the Copyright Designs and Patents Act 1988 (or any similar or equivalent rights existing anywhere in the world) in relation to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain or permit any claim for infringement of moral rights in such copyright works.

14.7 At the request and expense of the Company the Employee will, during and following the cessation of his / her employment, do all things and execute all documents necessary or desirable to vest, in the Company, the Employment IPRs and to protect and maintain the Employment IPRs and the Employment Inventions.

14.8 The Employee will provide all assistance reasonably required by the Company and / or any Affiliate or Alliance Entity to enforce, or defend against any third party claims, any or all of the Employment IPRs and will, to the extent applicable, permit the Company and / or any Affiliate or Alliance Entity to take control of any such enforcement claims or the defence of any such third party claims.

14.9 The Employee warrants that he / she will not infringe any Intellectual Property Rights belonging to the Company or any Affiliate or Alliance Entity or their clients or suppliers.

14.10 The Employee warrants that he / she will not use any Intellectual Property Rights of third parties, in the course of creating any work product for or on behalf of the Company ("Work Product"), without having first procured a licence to use such Intellectual Property Rights whose terms are acceptable to the Company. To the extent

that the Employee uses, or otherwise incorporates, in any Work Product, any Intellectual Property Rights owned by him / her, the Employee hereby grants to the Company a world wide, perpetual, irrevocable, royalty-free, sublicensable and assignable licence to use such Intellectual Property Rights.

14.11 The Employee hereby agrees to abide by the terms of the Company's policies relating to Intellectual Property Rights, including (without limitation) AP 91.

14.12 The provisions of this clause 14 will survive after the expiry or termination of the Employment for any reason.

Data Protection

15.1 The Employee acknowledges that he / she will comply with the Company's Data Privacy Policies (AP 90) on the Company's policies website on the Portal applicable to the Employee (the "Data Policy"). The Employee consents to the processing of personal data relating to the Employee in accordance with the Data Policy. If the Employee's consent proves to be invalid, or if the Employee wishes to withdraw his / her consent (which he / she may do upon giving one month's written notice to the Company at any time), the Company may nevertheless continue processing certain of the Employee's data for reasons permitted by law.

15.2 In particular, the Employee consents to the processing of sensitive personal data about him / her to which comprises personal data about racial or ethnic origin, political opinions and memberships, religious or other similar beliefs, trade union or association membership, physical or mental health, sex life or criminal records, to the extent necessary for legitimate business purposes and are permitted by applicable law; and

15.3 The Employee acknowledges that he / she will comply with the Company's Confidentiality Policy (AP 69), Data Privacy Policy (AP 90) and Data Management Policy (AP 1431) on the Company's policies website on the Portal, and that he / she will comply with the obligations set out therein, which may be amended from time to time. In the event that there is any inconsistency between the terms of the policy and the terms of this Agreement, the latter will prevail.

15.4 In this clause 15:

(a) "Personal Data" means any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity,

(b) Personal Data includes both the "Company Personal Data" (any personal data controlled by the Company, any Affiliate or Alliance Entity, that is held and processed by the Company for its own business purposes) and "Client Personal Data" (any personal data controlled by a client, that is held and processed by the Company during the provision of services to a client); and

(c) references to information "relating to the Employee" or "about the Employee" include references to information about third parties such as the Employee's spouse/partner and dependents (if any) which the Employee provides to the Company or any Affiliate or any Alliance Entity on their behalf; and

(d) the reference to "sensitive personal data" is to the various categories of personal data identified by European data privacy laws as requiring special treatment, including in some circumstances the need to obtain explicit consent. These categories comprise personal data about racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record.

15.5 In addition, the Employee agrees to comply with the Data Policy and all legal requirements in his / her treatment of any personal data held or otherwise processed by the Company or any Affiliate or any Alliance Entity to

which he / she has access in the course of his / her employment. In particular, the Employee will not use, copy, disclose or retain Company Personal Data or Client Personal Data except in the proper and lawful performance of his / her duties and pursuant to the provisions of the Company's Data Privacy and Data Management policies (AP 90 and 92) on the Company's policies website on the Portal and in accordance with all applicable legal requirements. The Employee further agrees to comply with the Client Data Protection Standards on the Client Data Protection Portal.

15.6 On termination of Employment, or on the commencement of Garden Leave pursuant to clause 21, or at any time at the C ompany's request, the Employee will:

(a) hand over any information, files or deliverables containing Company Personal Data and Client Personal Data or, at the Company's direction, upload those documents to a sharepoint;

(b) remove any Personal Data or any private communications or information relating to the Employee and his / her spouse/partner and dependents from the items to be returned under clause 23.1(a) and, to the extent that the Employee does not remove such information, he / she agrees that the Company or any Affiliate or any Alliance Entity may use such information for its legitimate business purposes including without limitation for investigations, litigation, business continuity and archiving and in accordance with applicable data privacy laws, and

(c) not retain or copy any Company Personal Data or Client Personal Data.

15.7 The Employee agrees that any breach of this clause 15 may not adequately be compensated by an award of damages and any breach will entitle the Company, in addition to any other remedies available at law or in equity, to seek an injunction to restrain the Employee from committing any breach (or continuing to commit any breach).

Directorships

16. The Company may require the Employee to resign from any directorship or other office or position in the Company or any Affiliate or any Alliance Entity held by him / her at any time without compensation and/or to take up any other directorship for the Company or any Affiliate instead of or in addition to such directorship without any additional remuneration. In the event of the Employee's failure to resign from any directorship or office the Company is irrevocably authorised to appoint some person in his / her name and on his / her behalf to sign and deliver such resignations to the Board.

Workplace Monitoring

17.1 The use by employees of the Company's computers, computer systems, communication devices and associated equipment or systems is governed by this Agreement, the Company policy, the Company guidelines and any directions given or made to the Employee by the Company. As a necessary part of its business, the Company uses (or engages third parties to use) various forms of surveillance technology at each of its premises, and in respect of its property, equipment and computer systems.

17.2 At all times and for all purposes associated with the Company's business, the Company (or other persons authorised by the Company, including internal and external auditors) may access or monitor the use of the Company's computers, communication or network connected devices, printers, email and network services, internet connections, computer systems, computer logs and other electronic records, databases, backups, as well as any employee owned equipment used to conduct the Company's business during the course of employment.

17.3 These purposes include, but are not limited to, the following purposes:

(a) to prevent, investigate or detect unauthorised use of the Company's devices and technology including to monitor compliance with the "Acceptable Uses" described in the Company's Acceptable Use of Information, Devices and Technology Policy (AP 57) on the Company's policies website on the Portal;

(b) to prevent or detect the commission or possible commission of a criminal offence, alleged gross misconduct, gross negligence or breach of any Company policy;

(c) to detect any instance of illegal, and / or unlicensed software installations;

(d) to ensure that the Company's systems are operating effectively and to perform disaster recovery activities or otherwise locate or retrieve data;

(e) to be able to compile a complete inventory of devices and technology;

(f) to comply with law or with a court order or demand from any regulatory or other competent body;

(g) to safeguard the environment in which users carry out their responsibilities, and to protect users' own interests and those of the Company, any Affiliate's, any Alliance Entity's and/or their customers;

(h) for quality control or training purposes;

(i) to maintain business continuity in the event of an employee's absence or termination;

(j) to detect the risk of inadvertent loss of the Company or Client Personal Data (as defined in clause 15.4), the Company's or any Affiliate's or any Alliance Entity's or any of their client's intellectual property or Confidential Information (as defined in clause 13.1) or other sensitive information; and

(k) in case of reasonable suspicion of illegal or wrongful behaviour by the Employee or any other employee of the Company or any Affiliate or any Alliance Entity.

17.4 Although auditing and inspection of surveillance data may only occur on an intermittent basis, monitoring activities are continuous and ongoing.

17.5 Any data or records created or obtained by the Company as part of any workplace, equipment and system surveillance may be:

(a) used or disclosed by the Company or its authorised representatives for any purpose relating to or arising out of the conduct of its business, including, without limitation, any investigation, disciplinary process, claim, defence or any other dispute or litigation process; and

(b) provided to third parties, including any contractors of the Company, regulatory authority, or the police where required or permitted by applicable law.

17.6 The Employee acknowledges that he / she will comply with the Company's Acceptable Use of Information, Devices and Technology Policy (AP 57) on the Company's policies website on the Portal and that he / she will comply with the obligations set out therein, which the Company might amend from time to time.

Background Checks and Searches

18.1 The Employee agrees that he / she is under a duty to co-operate with any reasonable requests to undergo previous employment and background checks, whether made by the Company, an Affiliate or a client or prospective client, which are deemed reasonably necessary by the Company. These background checks may include, but are not limited to, security checks, immigration status checks, criminal records checks, credit checks and relevant regulatory requirements applicable in the sector in which the Employee, or the Company,

or any client for whom the Employee undertakes work, (or it is proposed will undertake work) operates. The Employee also agrees that he / she is under a duty to co-operate in attending any interviews required by a client or prospective client before undertaking an assignment. The Employee agrees that, given the nature of the Company's business, it is reasonable for the Company to impose these duties and further acknowledges that his/her ability to perform specific roles may be dependent on his/her satisfactory passing specified background checks.

18.2 The Employee may be required, at any time whilst on a client site or at work, or going to or from a client site or work, to have his / her person and / or personal possessions searched by an authorised official of the client or the Company, Affiliate or its designee.

Termination of Employment

19.1 The Company is required to give the Employee 6 months' notice to terminate the Employment. The Employee is required to give the Company 6 months' notice to terminate the Employment. Where the Employee has given notice of termination, he/ she shall be entitled to request, at any time during their notice period, that the Company waive some or all of the his/her remaining notice period. For the avoidance of doubt, the Company shall not be under any obligation to consent to such a request and any waiver will be at the Company's sole discretion.

19.2 The Company reserves the right at its discretion to terminate the Employment without notice by paying Base Salary only (as defined in clause 7) in lieu of all or any unworked part of notice. For the avoidance of doubt, such a payment or payments will be less any statutory deductions and will not include the value of any benefits, bonus/incentive, commission, or holiday entitlement which would have accrued to the Employee had he / she been employed until the expiry of his / her notice entitlement.

19.3 The Company operates a non-contractual disciplinary procedure (AP 0793) (the "Disciplinary Policy") which will apply to Employees who serve the Company in the role of Managing Director, a copy of which as amended from time to time will be made available to and should be read by the Employee on the Company's policies website on the Portal. The Company may at its discretion terminate the Employment without notice or pay in lieu of notice in the circumstances identified in the Disciplinary Policy as justifying summary dismissal. Further, the Company may terminate the Employment without notice or pay in lieu of notice if the Employee:

(a) commits any serious or persistent breach or non-observance of any of the terms, conditions or stipulations contained in this Agreement; or

(b) is, in the reasonable opinion of the Company, guilty of any gross misconduct, gross incompetence, wilful neglect of duty or serious negligence; or

(c) is, in the reasonable opinion of the Company, guilty of conduct (whether or not in the performance of his / her duties) which brings or is likely to bring himself / herself or the Company or any Affiliate into disrepute; or

(d) is convicted of a criminal offence (other than an offence under road traffic legislation in the United Kingdom or elsewhere for which a non-custodial penalty is imposed); or

(e) is adjudged bankrupt or makes any arrangement or composition with his creditors or has an interim order made against him pursuant to Section 252 of the Insolvency Act 1986 or has any order made against him / her to reach a voluntary arrangement as defined by Section 253 of that Act, or is or becomes of unsound mind.

19.4 If the Employment is terminated by reason of the liquidation of the Company for the purposes of reconstruction or amalgamation or as part of any arrangement for the amalgamation or reconstruction of the Company not

involving insolvency and the Employee is offered employment with any concern or undertaking resulting from such reconstruction or amalgamation on terms and conditions which taken as a whole are not less favourable than the terms of this agreement the Employee will have no claim against the Company in respect of such termination.

Suspension from Duties

20.1 The Company will have the right to require the Employee to refrain from performing some or all of his / her day-to-day responsibilities for any length of time with pay pending any investigation undertaken by either the Company or a third party in circumstances where suspension is reasonable or justified (including, but not limited to, regulatory compliance investigations, disciplinary investigations, internal corporate investigations and criminal investigations) or where any investigation is being undertaken into potential dishonesty, gross misconduct or other circumstances which (if proved) would entitle the Company to dismiss the Employee summarily, or any other investigation.

20.2 During any period of suspension, the Employee will:

(a) remain an employee of the Company and will continue to be bound by the terms of this Agreement;

(b) ensure that his / her line manager knows where he / she will be and how he / she can be contacted during each working day (except during any periods taken as holiday in the usual way);

(c) allow the Company to exclude the Employee from his / her place of work or any other premises of the Company or any Affiliate or Alliance Entity; and

(d) allow the Company to require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company or any Affiliate or Alliance Entity.

Garden Leave

21.1 In the event the Employee gives or receives notice to terminate his / her employment the Company may require the Employee for all or any part of such period of notice:

(a) not to attend the offices of the Company, any Affiliate or any client;

(b) not to perform the duties of his / her position or become involved in any aspect of the business of the Company or any Affiliate of any Alliance Entity;

(c) to carry out specified duties consistent with his / her status but different from those being carried out immediately prior to such period;

(d) to perform his / her duties from home;

(e) not to contact or have any communications with the clients, prospective clients, or suppliers of the Company, or any Affiliate or Alliance Entity;

(f) not to communicate with any employees, contractors, consultants, or officers of the Company, any Affiliate or any Alliance Entity in relation to the business of the Company, any Affiliate or any Alliance Entity;

(g) to take all holiday which has accrued to the Employee. The Employee agrees that the Company need only give him 3 days' notice that it requires him to take such holiday and the rights and obligations in Regulation 15(3) and 15(4) of the Working Time Regulations 1998 are varied accordingly.

(h) to assist the Company to arrange a proper handover of his / her duties and responsibilities (including clients and businesses) to another employee of the Company); or

(i) any combination of the above,

provided that during such period (**"Garden Leave"**), the Company will continue to pay the Employee his normal salary and benefits.

21.2 The Employee agrees that, either at the start of or at any time during his / her period of notice, the Company may terminate his / her access to any of the Company's IT or other communication systems (or those of any Alliance Entity, Affiliate or client).

21.3 All terms of the Employment will continue during any period of Garden Leave including, without limitation, the Employee's obligations of good faith, fidelity, confidentiality, his or her fiduciary duties and all of his or her express and implied obligations.

21.4 The Employee agrees that any breach of clause 21.1 above may not adequately be compensated by an award of damages and any breach will entitle the Company, in addition to any other remedies available at law or in equity, to seek an injunction to restrain the Employee from committing any breach (or continuing to commit any breach).

21.5 If requested by the Company the Employee should also keep the Company informed of his / her whereabouts so that he / she can be called upon to perform any appropriate duties as required by the Company.

Post-termination restrictions

In this clause 22:

"Competitive Business" means any business which competes with or is preparing to compete with any business carried on by the Company or any Affiliate in respect of which the Employee was involved to a material extent or in respect of which he obtained material confidential information in each case in the course of his employment at any time in the 12 months prior to the Termination Date.

"Prospective Client" means any person, firm, company or other entity with whom the Company or any Affiliate has had any negotiations or material discussions regarding the possible supply of products or services by the Company or an Affiliate and:

(i) with whom the Employee has been responsible in a management capacity;

(ii) with whom the Employee has had material dealings;

(iii) in respect of whom the Employee has obtained material Confidential Information; or

(iv) in respect of whom or whose business the Employee has been materially involved in the development of products, services, solutions, offerings or bid submissions,

in each case at any time during the 12 months immediately preceding the Termination Date.

"Restricted Client" means any client of the Company or an Affiliate:

(i) with whom the Employee has been responsible in a management capacity;

(ii) with whom the Employee has had material dealings;

(iii) in respect of whom the Employee has obtained material Confidential Information; or

(iv) in respect of whom or whose business the Employee has been materially involved in the development, implementation, or delivery of products, services, solutions, offerings or bid submissions,

in each case at any time during the 12 months immediately preceding the Termination Date

"Restricted Employee" means any senior or professional employee of the Company or an Affiliate at Manager level / Level B or above (or any future equivalent career level):

(i) with whom the Employee has had material dealings;

(ii) with whom the Employee has had direct or indirect managerial responsibility;

(ii) in respect of whom the Employee has obtained Confidential Information; or

(iii) whom the Employee has supervised on a client engagement,

in each case at any time during the 12 months immediately preceding the Termination Date.

"Restricted Period" means 12 months following the Termination Date, less any period of Garden Leave under clause 21.

"Restricted Territory" means: (i) the United Kingdom; and (ii) any other country where the Company or an Affiliate carries out business and in relation to which the Employee had material responsibilities (including but not limited to supervisory or management responsibilities), carried out material duties or acquired material confidential information, in each case at any time during the 12 months immediately preceding the Termination Date.

"Supplier" means any person, company, business entity or other organisation whatsoever who:

(i) has supplied goods or services to the Company or any Affiliate during any part of then twelve months immediately preceding the Termination Date; or

(ii) has agreed prior to the Termination Date to supply goods or services to the Company or any Affiliate to commence at any time in the twelve months following the Termination Date; or

(iii) as at the Termination Date, supplies goods or services to the Company or any Affiliate under a contract or arrangement between that Supplier and the Company or the relevant Affiliate.

"Team Member" means any employee of the Company or any Affiliate:

(i) with whom the Employee had material dealings;

(ii) in respect of whom the Employee obtained confidential information which is relevant to their proposed recruitment;

(iii) in respect of whom the Employee had supervisory responsibilities;

(iv) who had material dealings with any employee referred to in (i), (ii) or (iii) above; or

(v) in respect of whom an employee referred to in (i), (ii) or (iii) above obtained confidential information which is relevant to their proposed recruitment,

in each case in the 12 months immediately preceding the Termination Date or the date on which the Employee commences a period of Garden Leave under clause 21.1, whichever is the earlier.

"Team Recruitment Exercise" means an attempt by the Employee, his / her new employer or any other person, firm, company or other organisation to recruit a team of 2 or more employees of the Company or an Affiliate from the Company or an Affiliate in circumstances where those employees will be involved in the provision of products or services in competition with the Company or an Affiliate.

22.1 The Employee agrees that he will not for the Restricted Period in competition with the Company or any Affiliate:

(a) directly or indirectly provide services in respect of a Competitive Business being carried out or to be carried out in a Restricted Territory as an employee, consultant, officer or in any other capacity; or

(b) directly or indirectly set up, carry on, or have any other interest in a Competitive Business being carried out or to be carried out in a Restricted Territory,

save that the Employee may hold up to 2% of the securities in a company which is quoted on any recognised stock exchange. Schedule 1 contains a non-exhaustive list of entities which the Company considers is competitive with the Company or an Affiliate. The Company may amend or update that list, or issue additional lists from time to time, including on the Managing Directors Matters Data Base and otherwise.

22.2 The Employee agrees that he will not:

(a) for the Restricted Period directly or indirectly in competition with the Company or any Affiliate: (i) solicit; (ii) assist in soliciting; (iii) accept; or (iv) facilitate the acceptance of, the custom or business of any Restricted Client or Prospective Client;

(b) for the Restricted Period directly or indirectly in competition with the Company or any Affiliate develop or provide products or services for, or otherwise deal with, any Restricted Client or Prospective Client;

(c) directly or indirectly in relation to any contract or arrangement which the Company or any Affiliate has with any Supplier for the supply of goods or services to the Company and/or to any Affiliate, for the duration of such contract or arrangement:

(i) interfere with the supply of goods or services to the Company or any Affiliate from any Supplier; or

(ii) induce any Supplier of goods or services to the Company or any Affiliate to cease or decline to supply such goods or services in the future.

(d) for the Restricted Period directly or indirectly (i) solicit; or (ii) assist in soliciting; or (iii) entice away; or (iv) endeavour to entice away from the Company or any Affiliate any Restricted Employee.

(e) for the Restricted Period be personally involved to a material extent in (i) accepting into employment or (ii) otherwise engaging or using the services of, any Restricted Employee.

(f) for the Restricted Period directly or indirectly interfere with the relationship between the Company or any Affiliate and a Restricted Employee.

(g) for the Restricted Period directly or indirectly (i) solicit; or (ii) assist in soliciting; or (iii) entice away; or (iv) endeavour to entice away from the Company or any Affiliate any Team Member where the proposed recruitment of that employee is part of a Team Recruitment Exercise.

22.3 The Employee will notify the Company as soon as possible if he / she becomes aware that any person, firm, company or other entity is undertaking or proposing to undertake a Team Recruitment Exercise (whether or

not he / she is involved in such exercise) or becomes aware of any employee being recruited as part of a Team Recruitment Exercise and he / she will provide such further details as the Company may reasonably request.

22.4 The prohibition at 22.1 shall not apply where the Employee acts as an employee of a Restricted Client or a Prospective Client.

22.5 The Employee agrees that the above provisions are reasonable and necessary to protect legitimate business interests of the Company or any Affiliate. In relation to each Affiliate referred to in this clause 22, the Company contracts as trustee and agent for the benefit of each such Affiliate. The Employee agrees that, if required to do so by the Company, he /she will enter into covenants in the same terms as those set out in clauses 22.1 to 22.3 directly with all or any of such Affiliates. If the Employee fails within 7 days of receiving such a request from a Company to sign the necessary documents to give effect to the foregoing, the Company will be entitled, and is hereby irrevocably and unconditionally authorised by the Employee as the Employee's attorney, to execute all such documents as are required to give effect to the foregoing on the Employee's behalf.

22.6 The benefit of each agreement and obligation of the Employee under this clause 22 may be assigned to and enforced by all successors and assigns for the time being of the Company and its Affiliates and such agreements and obligations will operate and remain binding notwithstanding the termination of this Agreement.

22.7 If all or part of any of the restraints imposed by clause 22.1 or 22.2 is determined to be invalid or unenforceable, such invalidity or *unenforceability will not affect the validity or enforceability of the remaining provisions.*

22.8 The Company will be entitled at its absolute discretion to waive compliance with the restrictions set out in this clause 22 in writing at any time.

22.9 If the Employee accepts an offer to provide products, services or advice to any third party during his / her employment with the Company or during the Restricted Period he / she will immediately (i) provide a copy of the restrictions to such third party, (ii) notify the Company of such offer, the name of the company, and such other details relating to the role that the Company may request in order to ascertain its rights under the terms of this Agreement, and (iii) comply with any directions given by the Company so as to enable the Company to take steps to arrange the proper hand over of his / her duties (including clients or customers and business) to another employee. The obligation set out in this clause is without prejudice to the Employee's general obligation to immediately disclose any conflict of interest to the Company.

22.10 The Employee acknowledges and agrees that the Company's remedy at law for any breach of the covenants contained in this Agreement would be inadequate and that for any breach of such covenants, the Company will, in addition to other remedies as may be available to it at law or in equity, or as provided for in this Agreement, be entitled to an injunction, restraining order, or other equitable relief, restraining the Employee from committing or continuing to commit any breach of the covenants. The Employee agrees that proof will not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate.

Return of Company Property and other obligations on Termination of Employment

23.1 On the termination of Employment howsoever arising, or on the commencement of Garden Leave, or at any other time on request, the Employee must promptly and without unreasonable delay:

(a) return (without taking copies or extracts or downloads of any data or information contained therein) all physical property belonging to the Company, any Affiliate and/or any Alliance Entity with which he / she has been issued ("Company Property"). This includes but is not limited to laptops, PDAs, tablet computers, mobile phones, memory sticks and other storage devices, books, records, disks, software, tapes, magnetic media, photographs, security passes, correspondence and other papers of whatsoever nature relating to the business of the Company, any Affiliate, any client, any supplier, any

Alliance Entity and/or which contain or refer to any Confidential Information (as defined in clause 13.1) or Personal Data (as defined in clause 15.4) relating to them or their employees;

(b) permanently destroy or otherwise delete all information or data belonging to, or relating to the Company, or an Affiliate, or a client, or a supplier, or an Alliance Entity, or any of their employees, which is recorded in any other property, medium or format in his / her possession, custody or control unless he / she has been issued with a Hold Notice, in which case, he / she should retain the relevant information and inform the Company promptly of such Hold Notice in accordance with (c) below; and

(c) inform the Company if he / she has been asked to preserve any documentation or information pursuant to a Hold Notice.

23.2 Within 7 days of a request by the Company, he / she will certify in writing to the Company (in such format and manner as the Company may require) that he / she has fully complied with his / her obligations in clauses 23.1(a) to (c) above.

23.3 A failure to return Company Property will entitle the Company to withhold the whole or any part of any salary or other sums due to the Employee up to the replacement value of the property not returned. The Employee also agrees that any breach of clauses 23.1(a) to (c) may not adequately be compensated by an award of damages and any breach will entitle the Company, in addition to any other remedies available at law or in equity, to seek an injunction to restrain the Employee from committing any breach (or continuing to commit any breach).

23.4 On termination of Employment, the Employee will:

(a) not represent him or herself as having any on-going relationship with the Company or any Affiliate or Alliance Entity;

(b) update his / her LinkedIn profile and any other online presence accordingly;

(c) not make or cause to be made (whether directly or indirectly) any derogatory comments or statements about the Company or any Affiliate or Alliance Entity or its or their respective officers or employees; and

(d) not make, or cause to be made (directly or indirectly), any statement or comment to the press or other media concerning his / her employment with the Company, or its termination, or his / her (where applicable) resignation from any directorships or other offices with the Company or any Affiliate or Alliance Entity without the Company's prior written consent.

23.5 The Employee will immediately return any credit or charge card provided to him / her by the Company for business expenses whenever so required by the Company and in any event in accordance with clause 23.1 and any local policy where applicable.

23.6 The Employee further agrees that on termination of his / her employment, he / she will ensure that any debit balance remaining on the card is cleared and that he / she is under an obligation to cooperate with the Company or any relevant Affiliate or Alliance Entity in complying with the same.

23.7 For the purposes of this clause 23, a "Hold Notice" is a directive issued by the Company's internal or external legal advisors to preserve documents, categories of documents or other information in connection with reasonably anticipated or actual litigation, or for other legal and/or regulatory reasons.

Working Overseas on Behalf of the Company

24.1 The Employee may be required by the Company or any Affiliate to work outside the UK for any period of time. While working overseas, the terms and conditions contained in this Agreement will continue to apply in full unless the Company or any Affiliate notifies the Employee otherwise. Notwithstanding this, if the Employee is required to work outside the UK, he / she will be required to comply with the provisions of the Company's Policy (AP 0710) - International Business Trips, Training and Assignments (and UK supplement AP 0710_C50) as *applicable to the Employee from time to time and as amended from time to time at the Company's / Affiliate's sole discretion. In the event of* any inconsistency between this Agreement and any Policy, the terms of the Policy will prevail for the duration of the time spent working overseas.

24.2 The Employee agrees that, in the event that he / she is required to work outside the UK for any period of time, the terms of the Company's Tax Equalisation Policy (AP 0820) will apply. The purpose of this Policy is to ensure that the Employee will pay approximately the equivalent amount in UK income tax and National Insurance contributions as he / she would have paid had he / she remained in the UK. The Employee accordingly agrees that, to the extent required by applicable law, and in order to comply with the Tax Equalisation Policy with respect to making tax equalisation payments and otherwise, the UK tax withholding (PAYE) that would normally apply to the Employee will cease for the duration of any overseas assignment and be replaced with hypothetical tax withholding corresponding to the UK income tax and National Insurance contributions that the Employee would have paid had he / she remained in the UK (as more fully defined in the Tax Equalisation Policy).

24.3 It is a fundamental condition of the Employment that the Employee makes him or herself available to travel on the basis set out in this clause 24. Certain costs associated with travel, transfer or relocation will be reimbursed in accordance with applicable travel and expense policies in place from time to time.

24.4 Without prejudice to clause 24.2 above, the Employee further agrees as follows:

(a) to authorise the Company or any Affiliate to withhold this hypothetical tax from his / her salary on a monthly basis;

(b) that, after his / her tax returns are prepared, the difference between the hypothetical tax and the actual tax due from the Employee will be computed and the final tax due from the Employee will be settled promptly thereafter;

(c) that the Employee will comply with all UK and foreign laws regarding personal income tax and social security contributions;

(d) that the Employee will be responsible and liable for the submission of all required tax returns in the UK and the host location, although the Company will provide assistance to the Employee in accordance with the Tax Equalisation Policy; and

(e) to provide the Company upon request with copies of his / her completed tax returns for the period during which the Employee works overseas, and the Employee agrees that this obligation will survive termination of the Employment.

24.5 The Employee agrees that, both during the Employment and after its termination, he / she is under an obligation to cooperate with the Company and any relevant Affiliate in ensuring full compliance with the terms of the Tax Equalisation Policy, including but not limited to cooperating in filing all required tax returns, and refunding any overpayments of tax which are due to the Company or any Affiliate under the Policy. The Employee also agrees that the Company will be entitled at any time during his / her employment, or in any event on termination, to deduct from his / her remuneration or from any other monies due from him / her to the Company or any Affiliate any amounts owing from him / her as a result of the application of the Company's Tax Equalisation

Policy, whether in respect of hypothetical tax withholding, overpayments of tax or otherwise, or any losses suffered by the Company or any Affiliate on account of the Employee's failure to comply fully with the Tax Equalisation Policy.

24.6 The Employee agrees that, if any amounts remain owing after termination of employment, or if the Company or any Affiliate suffers losses on account of the Employee's failure to comply with the Tax Equalisation Policy, and the Company or any Affiliate does not or is unable to recover the full amount of those losses by making deductions from the Employee's remuneration or from any other monies due to him / her from the Company or any Affiliate, the Employee will pay to the Company or any Affiliate on demand and in full a sum equal to any amounts owing or any losses suffered by it. The Employee agrees that this sum will be recoverable as a debt, together with all costs, including legal costs, incurred by the Company or any Affiliate in recovering the sum. The Employee agrees that this obligation will survive the termination of his / her employment with the Company for any reason.

Grievance Procedure

25. The Company operates a non-contractual grievance procedure (AP 0772).

Disciplinary Procedure

26. The Company operates a non-contractual disciplinary procedure (AP 0793).

Miscellaneous

27.1 Nothing in this Agreement will constitute or be construed as constituting or establishing any partnership or joint venture between the parties hereto for any purpose whatsoever.

27.2 There are no collective agreements applicable to the Employment.

27.3 In this Agreement the headings are for convenience only and shall not affect its construction or interpretation. References to clauses are references to clauses in this agreement and references to a person shall where the context permits include reference to a corporate body or an unincorporated body of persons. Any word which denotes the singular shall where the context permits include the plural and vice versa and any word which denotes the masculine gender shall where the context permits include the feminine and/or the neuter genders and vice versa. Any reference to a statutory provision shall be deemed to include a reference to any statutory amendment, modification or re-enactment.

27.4 A person who is not a party to this contract will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

27.5 This Agreement contains the entire agreement between the parties relating to the Employment and supersedes all (if any) subsisting agreements, arrangements and understandings (written or oral) relating to the Employment and all such agreements, arrangements and understandings will be deemed to have been terminated by mutual consent. The Employee acknowledges that by entering into this Agreement, he / she has not relied on any representations or warranties (express or implied) about its subject matter, except as provided in this Agreement.

Variation of Contract

28. The Company reserves the right on giving reasonable notice to the Employee to vary the terms of this contract.

Governing Law and Dispute Resolution

29.1 The construction, validity and performance of this Agreement and all non-contractual obligations (if any) arising from or connected with this Agreement shall be governed by the laws of England.

29.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter (including any non-contractual claim) arising under or in connection with this Agreement.

Definitions and interpretation

In this Agreement unless the context otherwise requires:

"Accenture Competitor" means any business which provides products, services or advice which are or is similar to the products, services or advice provided by the Company or any Affiliate, including, but not limited to, the entities identified in Schedule 1 of this Agreement (or any affiliate of any entity contained in Schedule 1) or in any other document (whether published on the Managing Directors Matters Data Base or otherwise) which is notified by the Company or any Affiliate to the Employee as replacing such schedule from time to time;

"Affiliate" means in relation to any Legal Entity, any other Legal Entity which from time to time Controls, is Controlled by or is under common Control with that Legal Entity; an Affiliate of the Company includes Accenture plc (a Company incorporated in the Republic of Ireland) and any other Affiliate of or successor entity of Accenture plc, and any successor in title or assign of any such Legal Entity from time to time;

"Alliance Entity" means any Legal Entity with whom the Company and/or any Affiliate has entered into an alliance agreement, joint venture agreement or any other legally binding go-to-market agreement, resale agreement or any agreement to combine offerings, products and/or services, or (without limiting the foregoing) any Legal Entity in which the Company and/or any Affiliate has an interest, whether or not a Controlling interest; provided always that the term "Alliance Entity" shall not include: (i) any Accenture Competitor, (ii) any contractor and/or sub-contractor of the Company and/or any Affiliate, and/or (iii) any sales, buying and/or marketing agent of the Company and/or any Affiliate;

"Board" means the Board of Directors for the time being of the Company including any duly appointed committee thereof or the directors present at a meeting of the directors of the Company at which a quorum is present but excluding the Employee.

"Control" means (i) ownership by a Legal Entity of a majority of the voting interest of another, or (ii) the ability of a Legal Entity, whether directly or indirectly, to direct the affairs of another whether by way of contract, ownership of shares or otherwise, and "Control", "Controlled" and "Controlling" shall be construed accordingly;

"Intellectual Property Rights" shall mean patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Invention" shall mean any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

"Knowledge Capital" means any reports, documents, templates, studies, software programs, delivery methods, specifications, business methods, tools, methodologies, inventions, processes, techniques, analytical frameworks, algorithms, know how and/or any other work product and materials, proprietary to the Company and/or any Affiliate which is used, by the Company and/or any Affiliate, to perform services for its or their clients; and

"Legal Entity" means any body corporate, branch, partnership, joint venture or unincorporated association or other organisation carrying on a trade or other activity with or without a view to profit.

"Termination Date" means the date upon which the Employee's Employment with the Company terminates.

SIGNED on behalf of the Company

SIGNED by the Employee .....

SCHEDULE 1

[List of competitors]

Exhibit 10.18

August 26, 2013

Pamela J. Craig
Accenture plc
1 Grand Canal Square
Grand Canal Harbour
Dublin 2, Ireland

Dear Pam:

Your retirement from Accenture comes with much appreciation for the contributions to our growth and success during your 34-year career with Accenture (the "Company"). This letter describes certain terms of your retirement.

As is the case with all retirees, and except as otherwise provided in this letter, any benefits payable to you in connection with your retirement will be paid or made available in accordance with the applicable terms of the employee benefit plans of the Company in which you participate (as such plans may be amended or terminated from time to time).

1. Resignation from Offices; Retirement. As previously announced, you stepped down as Chief Financial Officer on July 1, 2013 and will retire effective August 31, 2013 (the "Retirement Date").

2. Treatment of Outstanding Equity Awards. Following your retirement, your outstanding equity awards granted pursuant to the Company's 2010 Share Incentive Plan will be treated as follows:

a. 2011-2013 Senior Officer Performance Equity Award Restricted Share Units. The Company has amended the terms of your 2011, 2012 and 2013 Senior Officer Performance Equity Award Agreements to provide that any service-based vesting conditions with respect to such awards will be deemed fully satisfied immediately prior to the Retirement Date, and you will receive the shares underlying such awards upon the regularly scheduled settlement dates for continuing employees subject to the terms of the applicable award agreements.

b. 2012 and 2013 Key Executive Performance-Based Award Restricted Share Units. The Company has amended the terms of your 2012 and 2013 Key Executive Performance Based Award Agreements to provide that any service-based vesting conditions with respect to such awards will be deemed fully satisfied immediately prior to the Retirement Date, but any performance-based vesting conditions with respect to such awards will continue to apply following your retirement such that you will be eligible to receive shares, if any, that are earned in respect of your Key Executive Performance-Based Award Restricted Share Units upon the regularly scheduled settlement dates for continuing employees subject to the terms of the applicable award agreements.

c. Other Outstanding Equity Awards. Except as otherwise provided in this Paragraph 2, the terms and conditions applicable to your outstanding equity awards will be governed

pursuant to the applicable award agreements, and such awards will either become vested or forfeited (and/or remain exercisable or lapse, in the case of stock option awards) in accordance with such award agreements. For the avoidance of doubt, your unvested matching awards under the Company's Voluntary Equity Investment Program will be forfeited in accordance with their terms upon the Retirement Date.

3. Payment of 2013 Annual Bonus. You will remain eligible to receive your regular annual cash bonus (to the extent earned) in respect of the Company's 2013 fiscal year, with such bonus amount to be determined in accordance with your performance and payable at the same time when bonuses are determined and paid to the Company's other Accenture Leaders in the ordinary course.

4. Payment in Lieu of 2014 Equity Grants. In recognition of your performance and services for the Company during its 2013 fiscal year, the Company will pay you an equivalent cash amount (the "2014 Cash Payment") in lieu of receiving regular 2014 equity grants under the Company's Senior Officer Performance Equity Program and Leadership Performance Equity Program (the "2014 RSU Grants"). The 2014 Cash Payment will be determined and paid to you at the same time when the 2014 RSU Grants would have been determined and granted to you in the ordinary course if you had remained employed through such dates (with such determination to be made in October 2013, and payment currently anticipated to be made in January 2014); provided that in the event that the Company reasonably determines that you have not complied with the restrictive covenants applicable to you under your equity award agreements or employment agreements with the Company and its affiliates, as may be amended or modified from time to time, the Company will be relieved of its obligation to make the 2014 Cash Payment and, to the extent that such amount has already been paid to you, you will be required to promptly repay such 2014 Cash Payment to the Company.

5. Office Space. The Company will provide you with a furnished office and administrative support following your Retirement Date until December 31, 2013.

6. Tax Withholdings. All of the payments and benefits described in this letter agreement will be subject to applicable tax withholdings. The Company may require you to remit amounts necessary to satisfy any such tax withholding obligations, or may otherwise withhold against amounts otherwise payable to you to satisfy such obligations.

We thank you again for your service to the Company and wish you the very best in the future.

Sincerely,

ACCENTURE PLC

By: /s/ Jill B. Smart
Jill B. Smart
Chief Human Resources Officer

Accepted and Agreed:

/s/ Pamela J. Craig
Pamela J. Craig

Exhibit 10.21

Ontario Corporation Number Numero de la societe en Ontario
1102773

For Ministry Use Only
A l'usage exclusif du ministere

Ministry of Government Services
Ministere des Services gouvernementaux

Ontario

CERTIFICATE
This is to certify that these articles are effective on

CERTIFICAT
Ceci certifie que las presents statuts entrent en vigueur le

JULY 21 JULLIET, 2011

[signed]
Director / Directrice
Business Corporations Act / Loi sur les societes par actions

ARTICLES OF AMENDMENT
STATUTS DE MODIFICATION

Form 3
Business Corporations Act

Formule 3
Loi sur les societes par actions

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)
   Denomination sociale actuelle de la societe (ecrire en LETTRES MAJUSCULES SEULEMENT) :

A	C	C	E	N	T	U	R	E		C	A	N	A	D	A		H	O	L	D	I	N	G	S		I	N	C	.	

2. The name of the corporation is changed to (if applicable): (Set out in BLOCK CAPITAL LETTERS)
   Nouvelle denomination sociale de la societe (s'il y a lieu) (ecrire en LETTRES MAJUSCULES SEULEMENT) :

N	/	A																											

3. Date of incorporation/amalgamation:
   Date de la constitution ou de la fusion :
   1994/11/01
   (Year, Month, Day)
   (annee, mois, jour)

4. Complete only if there is a change in the number of directors or the minimum / maximum number of directors.
   Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimal ou maximal d'administrateurs a change.

(C) Queens Printer for Ontario 2008 (C) Imprimeur de la Reine pour Ontario 2008

Number of directors is/are: minimum and maximum number of directors is/are
Nombre d'administrateurs: nombres minimum et maximum d'administrateurs

Number minimum and maximum
Nombre minimum et maximum

or
ou _____

5. The articles of the corporation are amended as follows:
Les statuts de la societe sont modifiés de la facon suivante :

to divide the 100 issued and outstanding common shares in the capital of the Corporation into 1,200,000 issued and outstanding common shares of the Corporation (1 issued and outstanding common share being divided into 12,000 common shares).

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act.*
La modification a ete dOment autorisee conformement aux articles 168 et 170 (selon le cas) de la *Loi sur Jes societes par actions.*

7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on

Les actionnaires ou les administrateurs (selon le cas) de la societe ont approuve la resolution autorisant la modification le

2011/07/21

(Year, Month, Day)
(annee, mois, jour)

These articles are signed in duplicate.
Les presents statuts sont signes en double exemplaire.

Accenture Canada Holdings Inc.

(Print name of corporation from Article 1 on page 1)
(Veuillez ecrir le nom de la societe de l'article un a la page une).

By/
Par:

/s/ Debra Henke — Secretary
(Signature) (Description of Office)
(Signature) (Fonction)

Exhibit 10.48

ACCENTURE LLP
LEADERSHIP SEPARATION BENEFITS PLAN

PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION

ACCENTURE LLP
LEADERSHIP
SEPARATION BENEFITS PLAN

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INTRODUCTION

Accenture LLP ("Accenture") adopted this restated Accenture LLP Leadership Separation Benefits Plan (f/k/a the Accenture LLP Senior Executive Separation Benefits Plan) (the "Program"), originally effective as of April 15, 2010 (the "Effective Date"), for the benefit of the Eligible Employees. The Program is hereby restated effective as of December 1, 2012. The Program is an unfunded welfare benefit plan for purposes of the Employee Retirement Income Security Act of 1974, as amended (hereinafter "ERISA"), a severance pay plan within the meaning of Department of Labor Reg. § 2510.3-2(b) and an involuntary separation pay program under Treas. Reg. § 1.409A-1(b)(9)(iii). Except as otherwise set forth in this document, the Program supersedes each prior Accenture severance plan, program or policy covering an Eligible Employee, both formal and informal, including, but not limited to, the Accenture United States Separation Benefits Plan. The purpose of the Program is to provide an Eligible Employee who is involuntarily terminated from Accenture with Separation Benefits. This document serves as both the plan document and summary plan description under ERISA.

ELIGIBILITY

An Eligible Employee shall become a Participant, and shall receive Separation Benefits subject to the terms and conditions of the Program, if the Eligible Employee's employment with Accenture is involuntarily terminated in connection with the Program and the Eligible Employee submits (and does not later revoke) a signed Separation Agreement to Accenture by the stated deadline below.

In no event, however, will an Eligible Employee become a Participant in the Program if any of the following applies to the Eligible Employee:

- the Eligible Employee's employment is terminated for Cause;
- *the Eligible Employee is offered a Comparable Position with Accenture (or an Affiliate) prior to the Eligible Employee's* Termination Date;
- the Eligible Employee's employment terminates because of his voluntary termination, job abandonment, death, or any reason other than in connection with the Program;
- the Eligible Employee requests to return to employment with Accenture following an unpaid leave of absence or a period of long-term disability, and Accenture determines that there are no available positions for which the Eligible Employee is qualified; provided, however, this provision shall not apply to an Eligible Employee returning from a leave of absence which has a legally-protected status (such as Family and Medical Leave Act (FMLA) leave);
- in connection with a business transaction involving Accenture or an Affiliate (including, without limitation, a sale of assets of Accenture, an outsourcing transaction, or a contractual arrangement with a third party), the Eligible Employee is offered a position with the other party to the transaction (or one of its affiliates) prior to the Eligible Employee's Termination Date;
- the Eligible Employee becomes eligible to receive long-term disability benefits from Accenture; or

- the Eligible Employee fails to comply with any condition set forth in the Program.

All determinations of eligibility for the Program shall be made by Accenture in its sole discretion.

PARTICIPATION

Only Participants are eligible for Separation Benefits. Subject to the terms and conditions of the Program, a Participant whose employment is involuntarily terminated in connection with the Program shall be entitled to the Separation Benefits set forth in the applicable appendix. Eligible Employees will be required to sign a Separation Agreement and all other documentation to become a Participant and receive Separation Benefits. Eligible Employees shall also be required to sign a document entitled "Amendment to Restricted Share Unit and Other Grant Agreements" that shall be included in the Participant's departure documentation. Eligible Employees shall be advised to consult a personal attorney to review the Separation Agreement.

An Eligible Employee must submit a signed Separation Agreement to Accenture not earlier than his or her Termination Date and not after the deadline set forth in the Separation Agreement. An Eligible Employee may have a right to revoke the Separation Agreement. If such a right exists, it shall be set forth in the Separation Agreement. Any such revocation must be in writing and must be received by Accenture during the time frame set forth in the Separation Agreement. An Eligible Employee who chooses not to submit a signed Separation Agreement to Accenture or who effectively revokes the signed Separation Agreement, shall nonetheless terminate employment as of his or her Termination Date but will not be eligible to receive Separation Benefits. As noted above, Separation Agreements will not be accepted prior to an Eligible Employee's Termination Date nor after the deadline set forth in the Separation Agreement.

Signed Separation Agreements (and any other accompanying documents to be signed) must be faxed to Accenture Exit Services Team at (312) 737-9391, scanned and emailed to Accenture.Exit.Team or mailed to the following address:

Accenture Exit Services Team
c/o HR Transactions
6415 Babcock, Suite 100
San Antonio, TX 78249-2963

In the event an Eligible Employee breaches the provisions of the Separation Agreement, the payment of Separation Benefits shall cease and Accenture shall exercise, and the Eligible Employee shall be bound by, the remedies provided in the Separation Agreement.

SEPARATION BENEFITS

An Eligible Employee who complies with each term in this Plan and each term in the Separation Agreement shall be entitled to the following Separation Benefits.

Separation Pay

he amount of Separation Pay that a Participant shall be entitled to receive depends upon the circumstances of the Participant's termination and his or her Years of Service, as described in the charts below.

Standard Package

Each Participant terminated other than for Performance Reasons shall be entitled to receive Separation Pay which shall consist of (1) a base benefit determined by the Participant's career level as of the Termination Date, (2) a variable benefit based on the Participant's Years of Service, and (3) a COBRA Payment (more fully described below). The total amount of a Participant's base and variable benefits are subject to a maximum as set forth below.

Base Benefit	Variable Benefit	Maximum Total of Base and Variable Benefits	COBRA Payment
6 Months of Pay	1 Week of Pay for each complete Year of Service (rounded down to last complete Year of Service)	8 Months of Pay	$12,000

Performance Package

Each Participant terminated for Performance Reasons shall be entitled to receive Separation Pay as outlined below:

Benefit	COBRA Payment
4 months of pay	$8,000

Unless otherwise required by law and except as provided in the following sentence, Separation Pay shall be paid in a single lump sum on the next regular payroll date following the date Accenture receives the signed Separation Agreement or, in the case of a Participant entitled to revoke the signed Separation Agreement, the next regular payroll date following the date the applicable revocation period expires (or as soon as administratively practicable thereafter in accordance with Accenture's payroll procedures). Notwithstanding the preceding sentence, the Plan Administrator may, in his or her sole discretion, elect to provide the Separation Pay on a payroll-by-payroll basis in lieu of a single lump sum. If a Participant dies before receiving full payment of his Separation Pay, such amounts will be paid to his estate.

If a Participant is on a short-term disability ("STD") leave as of his or her Termination Date or was scheduled to commence an STD leave no later than thirty (30) days following his or her Termination Date, the Participant's Separation Pay also shall include additional Weeks of Pay (as described below) for the lesser of (i) the number of weeks (if any) remaining in the paid-time portion of his or her scheduled STD leave, or (ii) six (6) weeks. Notwithstanding the foregoing, if the number of weeks in (or remaining in) the paid-time portion of a Participant's scheduled leave is not known prior to the payment of his or her Separation Pay, the Participant shall receive six (6) Weeks of Pay. For purposes of this paragraph only, a "Week of Pay" means a Participant's STD pay as determined by Accenture in accordance with Accenture's Short-Term Disability Leave Policy, as amended from time to time.

Professional Outplacement Services

As additional consideration for signing and not later revoking the Separation Agreement, each Participant, including a Participant terminated for Performance Reasons, shall be entitled to participate in a senior executive Professional Outplacement Services program to be provided by an outside firm selected by Accenture. Each Participant shall receive from Accenture separate, detailed information about the

Professional Outplacement Services program, including the duration of the program, the types of available services, how to enroll, and the locations of available programs. No Participant may receive cash in lieu of the Professional Outplacement Services. A Participant must enroll in the Professional Outplacement Services program in order to participate; enrollment is not automatic. A Participant may enroll in the Professional Outplacement Services program not before the later of the date the Participant submits the Separation Agreement or, in the case of a Participant entitled to revoke the Separation Agreement, upon expiration of the applicable Separation Agreement. A Participant must enroll in the Professional Outplacement Services program no later than sixty (60) days after the Termination Date or, in the case of a Participant entitled to revoke the Separation Agreement, no later than sixty (60) days after the date the revocation period expires.

COBRA Payment

The Participant shall be entitled to receive the COBRA Payment whether or not the Participant is enrolled for coverage in the Active Medical Plan and/or Dental Plan and whether or not the Participant elects COBRA Continuation Coverage. To receive COBRA Continuation Coverage, a Participant must elect such coverage in accordance with the terms of the Active Medical Plan and/or Dental Plan and otherwise comply with the terms and conditions that apply.

Equity Compensation

A Participant's termination of employment affects his or her rights and responsibilities under the various forms of equity compensation received during employment. These may include Founders Shares, Promotion Awards, Celebratory Awards, awards under the Bonus Share Program and may include restricted stock units and stock options. The type of award, the Participant's age and the date the equity was awarded, among other factors, may all be relevant for determining how termination of employment affects equity compensation. Each Participant should review the terms of the applicable equity compensation plan document and grant agreements to determine how termination of employment affects equity compensation.

RETURN OF ACCENTURE PROPERTY/TIME REPORTS

As a condition of receiving Separation Benefits under the Program, an Eligible Employee must return to Accenture all Accenture property (e.g., building keys, credit cards, documents and records, identification cards, office equipment, portable computers, car/mobile phones, parking cards, computer diskettes). In addition, the balance of any expense against an Eligible Employee's Accenture personnel number must be zero, an Eligible Employee must submit final time reports, submit all outstanding expense receipts, and have no balance on any Accenture-related credit cards or credit accounts, including but not limited to a Corporate American Express card. If an Eligible Employee has a credit card or credit account balance, the Plan Administrator may require such Eligible Employee to pay the entire outstanding balance in full within sixty (60) days of the Termination Date before he or she may be entitled to receive Separation Benefits. Any Accenture property must be returned to Accenture no later than the Eligible Employee's Termination Date.

Accenture reserves the right, exercisable in its sole discretion, to reduce (on a dollar-for-dollar basis) the amount of any Separation Benefits payable to a Participant under the Program by any disability, severance, separation, termination pay, or pay-in-lieu of notice amounts that Accenture pays or is required to pay to the Participant through insurance or otherwise under any plan or contract of Accenture (including the amount of any compensation payable and the value of any benefits to be provided during any notice period under an employment agreement with Accenture or any Affiliate) or under any federal

or state law (other than unemployment compensation). In addition, Accenture reserves the right, exercisable in its sole discretion, to reduce the amount of Separation Benefits payable to a Participant under the Program by the amount, if any, that the Participant owes Accenture (or an Affiliate).

PROFESSIONAL CONDUCT, PERFORMANCE AND COOPERATION

As a condition of receiving any Separation Benefits under the Program, each Eligible Employee must: (i) continue to exhibit professional conduct in the workplace; (ii) adhere to all Accenture practices and policies; (iii) perform his or her regular job duties and responsibilities in accordance with required performance standards; (iv) successfully transition job activities; and (v) cooperate with Accenture personnel in matters relating to his or her position or termination. If an Eligible Employee does not comply with the foregoing requirements during and after the remainder of his or her employment, as determined by the Plan Administrator in its sole discretion, such Eligible Employee shall forfeit all benefits under the Program.

REEMPLOYMENT

If a Participant accepts a job offer from Accenture or an Affiliate after his Termination Date, but prior to payment of his Separation Benefits, the Participant shall not be entitled to receive Separation Benefits. If a Participant is re-employed by Accenture or an Affiliate after receiving Separation Pay, he must repay to Accenture an amount equal to his Separation Pay but not the cost of any Professional Outplacement Services. Such repayment must be made within fifteen (15) days following reemployment (or such later date as may be specified by Accenture). A Participant will not, however, be required to repay Separation Pay in the following circumstances:

- A Participant will not be required to repay any portion of the Separation Pay if Accenture decides not to apply this requirement to such Participant. Accenture has complete discretion to decide whether (and to what extent) to require repayment by any particular Participant, taking into account, among other things, the best interests of Accenture and its Affiliates.

- A Participant will not be required to repay his Separation Pay if such Participant is rehired by Accenture or an Affiliate after a period equal to the total number of weeks represented by that Participant's Separation Pay. If a Participant is rehired by Accenture or an Affiliate prior to expiration of the period equal to the total number of weeks represented by that Participant's Separation Pay, the Participant shall be required to repay a prorated portion of that Participant's Separation Pay.

REPAYMENTS AND FORFEITURES

Notwithstanding any other provision of the Program, a Participant shall reimburse Accenture for the full amount of Separation Benefits received by the Participant under the Program if the Participant subsequently discloses any of Accenture's (or an Affiliate's) trade secrets, violates any written covenants or agreements with Accenture or an Affiliate, including but not limited to non-compete and non-solicitation provisions in any employment or equity agreement, or otherwise engages in conduct that may adversely affect Accenture's (or an Affiliate's) reputation or business relations. In addition, any Participant described in the preceding sentence shall forfeit any right to benefits under the Program that have not yet been paid. Accenture shall take such steps as it deems necessary or desirable to enforce the provisions of this subsection.

ADMINISTRATION

Accenture is responsible for the administration and operation of the Program. Accenture is the Program's "plan administrator" and "named fiduciary" (within the meaning of such terms under ERISA). Accenture may adopt from time to time such rules as may be necessary or desirable for the proper and efficient administration of the Program and as are consistent with the terms of the Program. These rules will be applied on a uniform basis to similarly situated individuals. In administering the Program, Accenture shall have the authority, exercisable in its sole discretion, to construe and interpret the provisions of the Program and to make factual determinations thereunder, including the discretionary authority to determine the eligibility of employees (or other individuals) and the amount of benefits payable under the Program. Any decisions made by Accenture shall be final and conclusive with respect to all questions concerning the Program. No benefits will be provided to any individual under the Program unless Accenture decides in its sole discretion that the individual is entitled to benefits under the Program. Accenture may delegate to one or more of its employees or other persons the responsibility for performing Accenture's powers, rights, and duties under the terms of the Program and may seek such expert advice as Accenture deems necessary with respect to the Program.

GENERAL

Information to be Furnished by Participants. Each Participant must furnish to Accenture such documents, evidence, data, or other information as Accenture considers necessary or desirable for the purpose of administering the Program. Benefits under the Program for each Participant are provided on the condition that the Participant will furnish full, true, and complete data, evidence, or other information and that the Participant will promptly sign any document required under the Program or requested by Accenture.

Employment Rights. The Program does not constitute a contract of employment and participation in the Program will not give a Participant the right to be rehired or retained in the employ of Accenture on any basis, nor will participation in the Program give any Participant any right or claim to any benefit under the Program, unless such right or claim has specifically accrued under the terms of the Program.

Decision Final. Any interpretation of the Program or any decision on any matter within the sole discretion of Accenture made by Accenture is binding on all persons.

Evidence. Evidence required of anyone under the Program may be by certificate, affidavit, document, or other information which the person relying thereon considers pertinent and reliable, and signed, made, or presented by the proper party or parties.

Gender and Number. Where the context permits, words in the masculine gender shall include the feminine and neuter genders, the plural shall include the singular, and the singular shall include the plural.

Controlling Laws. Except to the extent superseded by ERISA, the internal laws of the State of Illinois shall apply to all matters related the Program (including questions of conflicts of law).

Interests Not Transferable. Except as otherwise set forth in this document, the interests of persons entitled to benefits under the Program are not subject to their debts or other obligations and, except as may be required by the tax withholding provisions of the Internal Revenue Code of 1986, as amended, or any state's income tax act, or pursuant to an agreement between a Participant and Accenture, may not be voluntarily sold, transferred, alienated, assigned, or encumbered.

Mistake of Fact. Any mistake of fact or misstatement of fact shall be corrected when it becomes known and proper adjustment made by reason thereof. A Participant must repay to Accenture any benefits paid under this Program by mistake of fact or law.

Severability. In the event any provision of the Program is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of the Program, and the Program shall be construed and enforced as if such illegal or invalid provisions had never been included in the Program.

Withholding. Accenture reserves the right to withhold from any amounts payable under this Program all federal, state, city, and local taxes as shall be legally required, as well as any other amounts authorized or required by Accenture policy including, but not limited to, withholding for garnishments and judgments or other court orders.

Effect on Other Plans. Payments or benefits provided to a Participant under any deferred compensation, savings, retirement, or other employee benefit plan of Accenture are governed solely by the terms of such plan. Nothing in this Program shall limit Accenture's right to, at any time or for any reason, modify, amend, or terminate any of Accenture's employee benefit or compensation plans, programs, policies, or arrangements.

Unfunded Benefit. All benefits payable under this Program shall be paid directly by Accenture out of its general assets. Accenture shall not be required to segregate on its books or otherwise any amount to be used for the payment of benefits under this Program.

Amendment and Termination

Accenture reserves the right to amend the Program at any time and to alter, reduce, or eliminate any benefit under the Program (in whole or in part) at any time or to terminate the Program at any time, as to any class or classes of employees (including former employees), without prior notice. Any amendment of the Program may be made by proper action of an officer of Accenture. No employee, officer, director, or agent of Accenture has the authority to alter, vary, or modify the terms of the Program, except by means of an authorized amendment to the Program. No verbal or written representations contrary to the terms of the Program and its proper amendments shall be binding upon Accenture or the Program.

BENEFIT CLAIMS PROCEDURES

No person needs to apply for benefits under the Program. However, if a Participant wishes to file a claim for benefits, he or she (or his or her authorized representative) may make a claim by filing a written description of the claim with Accenture. Accenture will notify the claimant in writing if the claim is granted. If the claim is denied, Accenture will notify the claimant of its decision, setting forth the specific reasons for the denial, references to the Program provisions on which the denial is based, additional information necessary to perfect the claim, if any, and a description of the procedure for review of the denial. Any written claim decision will be sent to the claimant within 90 days (or 180 days if extension is warranted by special circumstances) after Accenture received the claim.

A claimant may request a review of a complete or partial denial of the claim for benefits. Any such request must be in writing and must be received by Accenture within 60 days after the claimant received the notice of the denial of the claim. The claimant will be entitled to review pertinent Program documents and submit written issues and comments to Accenture. Within 60 days (or 120 days if extension is warranted by special circumstances) after Accenture receives the request for review, Accenture will furnish the claimant with written notice of its decision, setting forth the specific reasons for the decision and references to the pertinent Program provisions on which the decision is based.

No person may challenge a decision of Accenture in court or in any other administrative proceeding unless he or she has complied with the claim and appeal procedures described above and such procedures have been completed. If a claim for benefits is finally denied by Accenture, the claimant may only bring suit in court (or other administrative proceeding) if he or she files such action within 120 days after the date of the final denial of the claim by Accenture. No action at law or in equity shall be brought to recover benefits under this Program until the appeal rights herein provided have been exercised and the Program benefits requested in such appeal have been denied in whole or in part.

All decisions and communications to Participants or other persons regarding a claim for benefits under the Program shall be held strictly confidential by the Participant (or other claimant), Accenture, and their agents.

RIGHTS UNDER ERISA

Each Participant in the Program is entitled to certain rights and protections under ERISA. ERISA provides that Participants will be entitled to:

- Examine, without charge, at Accenture's offices, all documents governing the Program, and a copy of the latest annual report (Form 5500 series) filed by Accenture with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Upon written request to Accenture, obtain copies of documents governing the operation of the Program, a copy of the latest annual report (Form 5500 series), and an updated summary plan description. Accenture may make a reasonable charge for the copies.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Program. The people who operate the Program, called "fiduciaries" of the Program, have a duty to do so prudently and in the interest of the Participants. No one, including Accenture or any other person, may fire any person or otherwise discriminate against a person in any way to prevent him or her from obtaining a benefit or exercising his or her rights under ERISA. If a claim for benefits is denied, in whole or in part, the claimant has the right to know why this was done, obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps a person can take to enforce the above rights. For instance, if a person requests a copy of the Program documents or the Program's latest annual report from Accenture and such person does not receive them within thirty days, he or she may file suit in a federal court. In such case, the court may require Accenture to provide the requested materials and pay such person up to $110 per day until he or she receives the materials, unless the materials were not sent because of reasons beyond the control of Accenture. If a person has a claim for benefits which is denied or ignored, in whole or in part, he or she may file suit in a state or federal court. If it should happen that the fiduciaries misuse a plan's money, or if he or she is discriminated against for asserting his or her rights, he or she may seek assistance from the U.S. Department of Labor or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If a person is successful in the lawsuit, the court may order the person sued to pay these cost fees. If the person filing the lawsuit loses, the court may order that person to pay these costs and fees; for instance, if it finds the claim to be frivolous.

If a person has any questions about the Program, he or she should contact Accenture. If that person has any questions about this statement or about ERISA, he or she should contact the nearest area office of the Employee Benefits Security Administration, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. A person also may obtain certain publications about the rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

INFORMATION REQUIRED BY ERISA

a.	Name of Plan	Accenture LLP Leadership Separation Benefits Plan
b.	Effective Date	April 15, 2010
c.	Plan Year	Calendar Year
d.	Plan Number	702
e.	Type of Plan	The Program is an employee welfare benefit plan as defined in Section 3(1) of ERISA.
f.	Plan Sponsor	Accenture LLP 161 North Clark Street Chicago, Illinois 60601
g.	Plan Sponsor's Identification No.	72-0542904
h.	Plan Administrator	Accenture LLP 161 North Clark Street Chicago, Illinois 60601 Attn: Toni Corban (800) 207-2109
i.	Agent for Service of Legal Process	General Counsel c/o Ronald J. Roberts Accenture LLP 161 North Clark Street 23rd Floor Chicago, Illinois 60601
j.	Separation Agreements/Notices	Signed Separation Agreements or revocation notices should be sent to Accenture either by fax, scanned email or by mail to the location specified in the Separation Agreement. Any other notices or documents required to be given or filed with Accenture under the Program will be properly given or filed if delivered or mailed, by registered mail, postage prepaid, to Accenture at: Accenture LLP 161 North Clark Street Chicago, Illinois 60601 Attn: Toni Corban

CERTIFICATE OF ADOPTION

WHEREAS, Accenture LLP desires to adopt and maintain this restated Accenture LLP Leadership Separation Benefits Plan (the "Program") for the benefit of its eligible employees, effective as of December 1, 2012.

NOW, THEREFORE, Accenture LLP, acting through its duly authorized representative, hereby restates the Program, effective as of December 1, 2012, in its entirety in the form included hereto, which document may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same document.

Dated this 1st day of December, 2012.

Sincerely,

_____

Elizabeth Barden
Executive Director HR - North America

GLOSSARY OF TERMS

"Active Medical Plan" means the Accenture United States Group Medical Plan, as amended from time to time.

"Affiliate" means any body corporate, branch partnership, joint venture, unincorporated association or other organization carrying on a trade or other activity with or without a view to profit (a "Legal Entity") which from time to time Controls, is Controlled by or is under common Control with Accenture, including Accenture Federal Services, LLC, Accenture Plc (a company incorporated in the Republic of Ireland) and any other Affiliate to or successor entity of Accenture Plc, and any successor in title or assign of any Legal Entity from time to time. For purposes of this definition, the term "Control" means (i) ownership by a Legal Entity of at least a majority of the voting interest of another Legal Entity, or (ii) the right or ability of a Legal Entity, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

"Base Salary" means a Participant's base compensation (as specified by Accenture), determined as of the Participant's Termination Date, excluding overtime, bonus, incentive pay, or any other special compensation such as quarterly variable compensation and annual variable compensation. For purposes of determining Separation Pay (as described in the "Separation Benefits" section of this document), Base Pay of a Participant classified by Accenture as a part-time employee as of his or her Termination Date shall reflect the part-time percentage in effect on his or her Termination Date.

"Cause" means "cause" as defined in any employment agreement then in effect between an Eligible Employee and Accenture, or if not defined therein, or if there shall be no such agreement, the Eligible Employee's (i) embezzlement, misappropriation of corporate funds, or other material acts of dishonesty; (ii) commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or *nolo contendere* to any felony or misdemeanor; (iii) engagement in any activity that the Eligible Employee knows or should know could harm the business or reputation of Accenture or an Affiliate; (iv) material failure to adhere to Accenture's or an Affiliate's corporate codes, policies or procedures as in effect from time to time; (v) willful failure to perform his or her assigned duties, repeated absenteeism or tardiness, insubordination, or the refusal or failure to comply with the directions or instructions of his or her supervisor, as determined by Accenture or an Affiliate; (vi) violation of any statutory, contractual, or common law duty or obligation to Accenture or an Affiliate, including, without limitation, the duty of loyalty; or (vii) material breach of any confidentiality or non-competition covenant entered into between the Eligible Employee and Accenture or an Affiliate. The determination of the existence of Cause shall be made by Accenture in good faith, and such determination shall be conclusive for purposes of the Program.

"COBRA Continuation Coverage" means continued coverage after a Participant's Termination Date under the Active Medical Plan and/or the Dental Plan, pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

"COBRA Payment" means that portion of the Separation Pay that does not constitute the base benefit or variable benefit.

"Comparable Position" means a position that, as determined by Accenture, (i) is the same metropolitan area as the eligible employee's current position, (ii) has compensation and benefits (in the aggregate) that are comparable to the aggregate compensation and benefits of the eligible employee's current position, and (iii) would commence within ninety days following the eligible employee's Termination Date.

"Dental Plan" means the Accenture United States Group Dental Plan, as amended from time to time.

"Deficient Performance" means, as determined by Accenture in its sole discretion, an employee who (i) has demonstrated significant performance deficiencies which have been documented, (ii) has been given a written action plan for improving his or her performance, or (iii) has been given written documentation that describes the consequences of the individual's failure to address deficiencies in the performance of his or her job. The term "Deficient Performance" excludes any reason determined by Accenture to constitute "Cause."

"Eligible Employee" means an individual who is, as of the individual's Termination Date:

(a) an employee on Accenture's regular payroll in the United States;
(b) Career Level 1-4 Managing Director or Senior Managing Director;
(c) notified that he or she is being involuntarily terminated because:
    - his or her role is being eliminated,
    - his or her skill set is not relevant to current organizational needs,
    - of over-capacity,
    - the individual was unsuccessful in completing a requires improvement program,
    - or for performance issues not in connection with a requires improvement to program (but not for Cause); and
(d) notified that he or she is eligible under this Program.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Month(s) of Pay" means the amount determined by dividing a Participant's annual Base Salary by twelve (12).

"Participant" means an Eligible Employee who has been selected for participation in the Program and who has satisfied all the conditions for Separation Benefits under the Program.

"Performance Reasons" means the Senior Executive was terminated (a) because he or she was unsuccessful in completing a three (3) month Requires Improvement plan, or (b) for Deficient Performance.

"Program" means this Accenture LLP Leadership Separation Benefits Plan.

"Professional Outplacement Services" means services provided by an outside firm selected by Accenture, in its discretion.

"Separation Agreement" means the agreement provided to an Eligible Employee which the Eligible Employee must execute and not later revoke to become a Participant.

"Separation Benefits" means the benefits to which a Participant is entitled under the terms of the Program upon execution (and without revocation) of a Separation Agreement.

"Separation Pay" mean the base benefit, variable benefit and COBRA Payment that a Participant is entitled to receive in consideration for executive and, where applicable, not revoking the Separation Agreement.

"Termination Date" means the date specified by Accenture for termination of an Eligible Employee's employment with Accenture.

"Week of Pay" means the amount determined by dividing a Participant's annual Base Salary by fifty-two (52).

"Years of Service" means, with respect to a Participant, each complete twelve-month period of the Participant's service with Accenture or an Affiliate beginning with the earlier of (i) the Participant's most recent date of hire with a business entity which Accenture or an Affiliate acquired, or (ii) the Participant's most recent date of hire with Accenture or an Affiliate (based on the applicable payroll records) and ending on his or her Termination Date. Periods of service prior to a Participant's most recent date of hire with the acquired entity, Accenture or an Affiliate, as determined pursuant to the preceding sentence, shall not be counted for purposes of the Program. Years of Service shall not include accrued but unused vacation time, sick leave, personal time, or any other paid-time off. Only complete Years of Service shall be counted as Years of Service.

Exhibit 10.49

Global Annual Bonus Plan
Summary of Terms

1. Objective: The objective of the Accenture Annual Bonus Plan (the "Plan") is to provide the Participants (as defined below) of Accenture plc (the "Company") and its eligible affiliates with performance incentive awards (each an "award") based upon the Company's annual performance and to promote further alignment of the interests of the Participants with those of the Company and its shareholders.

2. Term: The plan shall be in effect beginning with the 2013 fiscal year and remain in effect for each following fiscal year, unless otherwise cancelled or replaced by the Compensation Committee of the Board of Directors (the "Compensation Committee").

3. Eligibility: Employees of the Company and its eligible affiliates and certain other consulting service providers deemed eligible, at the Company's sole discretion, are eligible to participate in the Plan (the "Participants"). To receive an award, a Participant must be employed by or otherwise providing services to the Company (or an eligible affiliate) as of the last day of the applicable fiscal year during the term of the Plan. The Compensation Committee (or its designee) may, in its sole discretion, provide partial awards to Participants that commence providing services subsequent to the first day of the applicable fiscal year.

4. Target Levels for Award/Calculations: The Compensation Committee shall approve annual earnings targets prior to the end of the first quarter of the applicable fiscal year during the term of the Plan based on the Company's operating plan. The Compensation Committee shall also approve a range of potential award amounts for threshold, target and above-target performance. Based upon management's quarterly review, the Company shall book an accrual based upon the achievement of performance target levels. The Compensation Committee may adjust up or down the earnings target and ranges for potential awards under the Plan or, alternatively, may adjust the calculation of actual earnings for purposes of the Plan, in each case to reflect items outside of the Participants' control as the Compensation Committee deems necessary, advisable or appropriate to adequately reward and incentivize the Participants. Such items may include, without limitation, incurrence of non-operating income items, release of reorganization liabilities or changes in the effective tax rate. The final determination of the earnings target, potential award ranges, the certification of earnings target attainment for the purposes of the Plan and the annual accrual shall be approved by the Compensation Committee prior to payment. The earnings achieved by the Company for the purposes of the Plan may differ from earnings amounts reflected in the Company's financial statements.

5. Performance Goals: Each Participant shall be assigned a target award level, stated as a percentage of that Participant's designated base earnings. Each Participant's ability to earn his or her target award is dependent on the Company's attainment of annual earnings targets. A Participant may earn more or less than his or her target award based upon his or her individual annual performance ratings.

6. Award Payments: All award payments under the Plan will be paid out in cash, annually, following the completion of the fiscal year, and where practical during the calendar year in which the Plan year ends.

7. Termination: In the event that any Participant shall cease to provide services to the Company or its eligible affiliate prior to the end of the applicable fiscal year, subject to legal requirements, that Participant will not be entitled to an award for that fiscal year. The Plan shall not give any person any right to be retained in the service of the Company or any of its affiliates.

8. Amendments: The Compensation Committee may, at any time and from time to time, make any and all amendments to the Plan as it deems necessary, advisable or appropriate, and may terminate the Plan at any time.

9. Administration: Except as determined by the Board of Directors, the Plan will be administered by the Compensation Committee. The Compensation Committee is responsible for (a) determining the annual earnings targets under the Bonus Plan prior to the end of the first fiscal quarter of the Bonus Plan year; (b) certifying the Company's achievement with respect to the earnings target following completion of the Bonus Plan year; and (c) approving the Company's accrual under the Bonus Plan. The Compensation Committee has full authority, in its discretion, to take any action with respect to the Plan including, without limitation, (i) to determine all matters relating to awards, including eligibility criteria, performance criteria, the achievement of performance criteria, and terms, conditions, restrictions and limitations of any award, and (ii) to construe and interpret the Plan and any instruments evidencing awards granted under the Plan, the establishment and interpretation of rules and regulations for administering the Plan and all other determinations deemed (in the Compensation Committee's discretion) necessary, advisable or appropriate for administering the Plan. The Compensation Committee may delegate authority to implement the Plan and to

make certain modifications with respect thereto for purposes of such implementation on a global, per country or per participant basis, as the Compensation Committee may, in its discretion, deem necessary, advisable or appropriate.

Exhibit 21.1

Subsidiaries of the Registrant

Certain subsidiaries of the registrant and their subsidiaries are listed below.

Name	Country of Organization
Sistemes Consulting S.L.	Andorra
Accenture SRL	Argentina
Accenture Service Center SRL	Argentina
Accenture Australia Pty Ltd	Australia
Accenture Australia Holdings Pty Ltd	Australia
Avanade Australia Pty Ltd	Australia
CTRE Pty Ltd	Australia
Change Track Research Pty Ltd	Australia
Accenture GmbH	Austria
Accenture Technology Solutions GmbH	Austria
Accenture BPM SCRL	Belgium
Accenture S.A.\.N.V.	Belgium
Accenture Technology Solutions NV/SA	Belgium
Accenture Technology Ventures S.P.R.L.	Belgium
Avanade Belgium SPRL	Belgium
Blue Insurance Ltd	Bermuda
Accenture Technology, Consulting and Outsourcing S.A.	Bolivia
Accenture (Botswana) (PTY) Ltd	Botswana
Accenture do Brasil Ltda	Brazil
Accenture Servicos de Suporte de Negocios Ltda	Brazil
Accenture Servicos Administrativos Ltda	Brazil
BPO Servicos Administrativos Ltda	Brazil
Avanade do Brasil Ltda	Brazil
Fjordnet Brasil Desenho Digital Ltda	Brazil
Accenture Canada Holdings Inc.	Canada
Accenture Inc	Canada
Accenture Technology Solutions—Canada, Inc. (also known as Solutions technologiques Accenture—Canada, Inc.)	Canada
Accenture Business Services of British Columbia Limited Partnership	Canada
Accenture Business Services for Utilities Inc	Canada
Accenture Nova Scotia Unlimited Liability Co.	Canada
Avanade Canada Inc.	Canada
Acquity Group Limited	Cayman Islands
2020 GlobalGrowth Equities Limited	Cayman Islands
Accenture Chile Asesorias y Servicios Ltda	Chile
Neo Metrics Chile, S.A.	Chile
Accenture (China) Co Ltd	China
Accenture Technology Solutions (Dalian) Co Ltd	China
Qi Jie (Beijing) Info Tech Co Ltd	China
Accenture (Beijing) Mobile Technology Co Ltd	China
Avanade Guangzhou	China
Avanade GZ Computer Technology Development Co. Ltd. (SH)	China
Accenture Ltda	Colombia

Name	Country of Organization
Accenture S.R.L.	Costa Rica
Digital and Interactive Training Company D.I.T.C. S.R.L.	Costa Rica
Accenture Services s.r.o	Czech Republic
Accenture Technology Solutions s.r.o.	Czech Republic
Accenture A/S	Denmark
Avanade Denmark ApS	Denmark
ENMAX Technology-Ecuador S.A.	Ecuador
Accenture Egypt LLC	Egypt
Accenture Oy	Finland
Accenture Technology Solutions Oy	Finland
Accenture Services Oy	Finland
Avanade Finland Oy	Finland
Fjord Oy	Finland
Accenture SAS	France
Accenture Technology Solutions SAS	France
InVita SAS	France
Avanade SAS	France
Accenture Investment Processing Services SAS	France
Accenture Holdings France SAS	France
Accenture Insurance Services SAS	France
Accenture Post-Trade Processing SAS	France
Digiplug SAS	France
Fjord France SARL	France
Accenture GmbH	Germany
Accenture Management GmbH	Germany
Accenture Holding GmbH & Co. KG	Germany
Accenture Dienstleistungen GmbH	Germany
Accenture Services GmbH	Germany
Accenture Technology Solutions GmbH	Germany
Accenture Services für Kreditinstitute GmbH	Germany
Avanade Deutschland GmbH	Germany
Accenture CAS GmbH	Germany
Fjord GmbH	Germany
Accenture Ghana Limited	Ghana
Accenture Finance (Gibraltar) III Ltd	Gibraltar
Accenture Minority III Ltd	Gibraltar
Accenture S.A.	Greece
Accenture BPM Operations Support Services S.A.	Greece
Accenture Co Ltd	Hong Kong SAR
Accenture Technology Solutions (HK) Co. Ltd.	Hong Kong SAR
Avanade Hong Kong Ltd	Hong Kong SAR
Accenture Tanacsado Korlatolt Felelossegu Tarsasag KFT (also known as Accenture KFT)	Hungary

Name	Country of Organization
Accenture Services Private Ltd	India
Zenta Private Limited	India
Peninsula Capital Services Private Limited	India
Octagon Clinical Research Solutions India Private Limited	India
NewsPage India Software Services Private Ltd	India
P.T. Accenture	Indonesia
Accenture	Ireland
Accenture Global Services Ltd	Ireland
Accenture Defined Benefit Pension Plan Trustees Ltd.	Ireland
Accenture Defined Contribution Pension Plan Trustees Ltd.	Ireland
Accenture IOM 1 Company Limited	Isle of Man
Accenture IOM 2 Company Limited	Isle of Man
Accenture Ltd	Israel
Accenture SpA	Italy
Accenture Technology Solutions SRL	Italy
Accenture Outsourcing SRL	Italy
Accenture Insurance Services SpA	Italy
Accenture Finance and Accounting BPO Services SpA	Italy
Accenture HR Services SpA/TESS	Italy
Avanade Italy SRL	Italy
Accenture Japan Ltd	Japan
Avanade Japan KK	Japan
Renacentis IT Services, Co. Ltd	Japan
Accenture East Africa Ltd	Kenya
Accenture Sàrl	Luxembourg
Accenture S.C.A.	Luxembourg
Accenture International Sàrl	Luxembourg
Accenture International Capital SCA	Luxembourg
Accenture Sdn. Bhd.	Malaysia
Accenture Technology Solutions Sdn. Bhd.	Malaysia
Accenture Solutions Sdn Bhd	Malaysia
Avanade Malaysia Sdn Bhd	Malaysia
Accenture Services (Mauritius) Ltd	Mauritius
Accenture S.C.	Mexico
Operaciones Accenture S.A. de C.V.	Mexico
Accenture Technology Solutions S.A.de C.V.	Mexico
Servicios Tecnicos de Programacion Accenture S.C.	Mexico
Accenture Services Morocco SA	Morocco
Accenture Maghreb S.a.r.l.	Morocco
Accenture Mozambique Limitada	Mozambique
Accenture Holdings B.V.	Netherlands
Accenture Branch Holdings B.V.	Netherlands

Name	Country of Organization
Accenture Middle East B.V.	Netherlands
Accenture Central Europe B.V.	Netherlands
Accenture Australia Holding B.V.	Netherlands
Accenture Korea BV	Netherlands
Accenture Technology Ventures BV	Netherlands
Accenture Participations BV	Netherlands
Accenture Minority I BV	Netherlands
Accenture BV	Netherlands
Accenture Insurance Services BV	Netherlands
Avanade Netherlands BV	Netherlands
Partners Technology Mexico Holdings BV	Netherlands
Accenture Equity Finance BV	Netherlands
Accenture NZ Limited	New Zealand
Accenture Ltd	Nigeria
Accenture AS	Norway
Avanade Norway AS	Norway
Accenture Panama Inc	Panama
Accenture Inc	Philippines
Accenture Healthcare Processing Inc.	Philippines
Zenta Global Philippines, INC.	Philippines
Accenture Sp. z.o.o.	Poland
Accenture Services Sp. z.o.o.	Poland
Accenture Consultores de Gestao S.A.	Portugal
Accenture Technology Solutions - Solucoes Informaticas Integrados, S.A.	Portugal
Accenture Services S.r.l.	Romania
Accenture OOO	Russia
Accenture Saudi Arabia Ltd	Saudi Arabia
Accenture Pte Ltd	Singapore
Accenture Technology Solutions Pte Ltd	Singapore
Avanade Asia Pte Ltd	Singapore
NewsPage Pte Ltd	Singapore
Accenture s.r.o.	Slovak Republic
Accenture Services s.r.o.	Slovak Republic
Accenture Technology Solutions—Slovakia s.r.o.	Slovak Republic
Accenture (South Africa) Pty Ltd	South Africa
Accenture Services (South Africa) Pty Ltd	South Africa
Accenture Technology Solutions Pty Ltd	South Africa
Accenture Africa Pty Ltd	South Africa
Accenture Technology Infrastructure Services Pty Ltd	South Africa
Avanade South Africa	South Africa
Accenture Yuhan Hoesa Also known as Accenture Ltd	South Korea
Accenture Technology Solutions Ltd	South Korea
Accenture S.L.	Spain
Accenture Outsourcing Services,S.A.	Spain
Accenture Holdings (Iberia) S.L.	Spain
Coritel S.A.	Spain

Name	Country of Organization
Alnova Technologies Corporation S.L.	Spain
Avanade Spain SL	Spain
CustomerWorks Europe SL	Spain
Energuiaweb SL	Spain
Neo Metrics Analytics, S.L.	Spain
Fjord Spain SLU	Spain
Accenture AB	Sweden
Accenture Services AB	Sweden
Avanade Sweden AB	Sweden
Service Design Sweden AB	Sweden
Accenture AG	Switzerland
Accenture Holding GmbH	Switzerland
Accenture Global Services GmbH	Switzerland
Accenture Finance GmbH	Switzerland
Accenture Finance II GmbH	Switzerland
Avanade Schweiz GmbH	Switzerland
Accenture Services AG	Switzerland
Accenture Supply Chain Services	Switzerland
Accenture Co Ltd	Taiwan
Accenture Co Ltd.	Thailand
Accenture Technology Solutions (Thailand) Ltd.	Thailand
Avanade (Thailand) Co Ltd	Thailand
AGS Business and Technology Services Limited	Trinidad and Tobago
Accenture Danismanlik Limited Sirketi	Turkey
Accenture BPM is Yonetimi Limited Sirketi	Turkey
Fjordnet Reklam, Pazarlama ve Iletisim Hizmetleri Ltd. Sti	Turkey
Accenture (UK) Ltd	United Kingdom
Avanade UK Ltd	United Kingdom
Avanade Europe Holdings Ltd	United Kingdom
Avanade Europe Services Ltd	United Kingdom
Accenture Services Ltd	United Kingdom
Accenture Post-Trade Processing Limited	United Kingdom
Accenture Properties	United Kingdom
Fjordnet Ltd	United Kingdom
Fjord (OSH) Ltd	United Kingdom
Fjord Network Ltd	United Kingdom
Accenture LLP	United States
Accenture Inc	United States
Accenture LLC	United States
Accenture Capital Inc	United States
Accenture Sub Inc	United States
Avanade Inc	United States
Avanade International Corporation	United States
Avanade Holdings LLC	United States

Name	Country of Organization
Maple Insurance Inc	United States
Navitaire LLC	United States
Navitaire International LLC	United States
Proquire LLC	United States
Accenture Federal Services LLC	United States
Accenture Insurance Services LLC	United States
Zenta Mortgage Services LLC	United States
Zenta Recoveries Inc	United States
Zenta US Holdings Inc.	United States
Accenture Puerto Rico LLC	United States
BABCN LLC	United States
Accenture 2 LLC	United States
Origin Digital, Inc.	United States
Computer Research and Telecommunications LLC	United States
Avanade Fed Services LLC	United States
Fjord LLC	United States
ASM Research LLC	United States
Accenture Uruguay SRL	Uruguay
Accenture C.A.	Venezuela
Accenture Vietnam Co., LTD	Vietnam
Accenture Zambia Limited	Zambia

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Accenture plc:

We consent to the incorporation by reference in the registration statements (No. 333-188132) on Form S-3 and (No. 333-188134, No. 333-164737 and No. 333-65376-99) on Form S-8 of Accenture plc (the "Company") of our report dated October 29, 2013, with respect to the Consolidated Balance Sheets of Accenture plc as of August 31, 2013 and 2012, and the related Consolidated Income Statements, Consolidated Statements of Comprehensive Income, Consolidated Shareholders' Equity Statements, and Consolidated Cash Flows Statements for each of the years in the three-year period ended August 31, 2013, and the effectiveness of internal control over financial reporting as of August 31, 2013, which report appears in the August 31, 2013 annual report on Form 10-K of Accenture plc.

/s/ KPMG LLP

Chicago, Illinois
October 29, 2013

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Accenture plc:

We consent to the incorporation by reference in the registration statements (No. 333-188132) on Form S-3 and (No. 333-188134, No. 333-164737 and No. 333-65376-99) on Form S-8 of Accenture plc of our report dated October 29, 2013, with respect to the statements of financial condition of the Accenture plc 2010 Employee Share Purchase Plan as of August 31, 2013 and 2012, and the related statements of operations and changes in plan equity for each of the years in the three-year period ended August 31, 2013, which report appears in the August 31, 2013 annual report on Form 10-K of Accenture plc.

/s/ KPMG LLP

Chicago, Illinois
October 29, 2013

Exhibit 31.1

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, Pierre Nanterme, certify that:

1. I have reviewed this Annual Report on Form 10-K of Accenture plc for the fiscal year ended August 31, 2013, as filed with the Securities and Exchange Commission on the date hereof;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2013

/s/ PIERRE NANTERME

Pierre Nanterme

Chief Executive Officer of Accenture plc

(principal executive officer)

Exhibit 31.2

CHIEF FINANCIAL OFFICER CERTIFICATION

I, David P. Rowland, certify that:

1. I have reviewed this Annual Report on Form 10-K of Accenture plc for the fiscal year ended August 31, 2013, as filed with the Securities and Exchange Commission on the date hereof;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2013

/s/ DAVID P. ROWLAND

David P. Rowland

Chief Financial Officer of Accenture plc

(principal financial officer)

Exhibit 32.1

Certification of the Chief Executive Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Accenture plc (the "Company") on Form 10-K for the fiscal year ended August 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Pierre Nanterme, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 29, 2013

/s/ PIERRE NANTERME

Pierre Nanterme
Chief Executive Officer of Accenture plc
(principal executive officer)

Exhibit 32.2

Certification of the Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Accenture plc (the "Company") on Form 10-K for the fiscal year ended August 31, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David P. Rowland, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 29, 2013

/s/ DAVID P. ROWLAND

David P. Rowland
Chief Financial Officer of Accenture plc
(principal financial officer)

Exhibit 99.1

Report of Independent Registered Public Accounting Firm

To the Participants of the Accenture plc 2010 Employee Share Purchase Plan and the Compensation Committee of the Board of Directors of Accenture plc:

We have audited the accompanying statements of financial condition of the Accenture plc 2010 Employee Share Purchase Plan (the Plan) as of August 31, 2013 and 2012, and the related statements of operations and changes in plan equity for each of the years in the three-year period ended August 31, 2013. These financial statements are the responsibility of the Plan's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Accenture plc 2010 Employee Share Purchase Plan as of August 31, 2013 and 2012, and the changes in its financial status for each of the years in the three-year period ended August 31, 2013, in conformity with U.S. generally accepted accounting principles.

/s/ KPMG LLP

Chicago, Illinois
October 29, 2013

ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN

STATEMENTS OF FINANCIAL CONDITION

August 31, 2013 and 2012

	2013	2012
Contributions receivable	$ 93,273,404	$ 86,889,294
Plan equity	$ 93,273,404	$ 86,889,294

The accompanying Notes are an integral part of these financial statements.

ACCENTURE PLC 2010 EMPLOYEE SHARE PURCHASE PLAN

STATEMENTS OF OPERATIONS AND CHANGES IN PLAN EQUITY

For the Years Ended August 31, 2013, 2012 and 2011

	2013	2012	2011
Participant contributions	$ 486,348,077	$ 425,663,591	$ 368,765,002
Participant withdrawals	(13,751,262)	(12,954,268)	(9,478,633)
Purchases of Accenture plc Class A ordinary shares	(466,212,705)	(404,310,996)	(343,091,991)
Net additions	$ 6,384,110	$ 8,398,327	$ 16,194,378
Plan equity at beginning of year	86,889,294	78,490,967	62,296,589
Plan equity at end of year	$ 93,273,404	$ 86,889,294	$ 78,490,967

The accompanying Notes are an integral part of these financial statements.

1. PLAN DESCRIPTION

The following description of the Accenture plc 2010 Employee Share Purchase Plan (the "Plan") is provided for general information purposes. Participants in the Plan should refer to the Plan document for more detailed and complete information. Under the Plan, there are two programs through which participants may purchase shares: (1) the Employee Share Purchase Plan (the "ESPP") and (2) the Voluntary Equity Investment Program (the "VEIP").

General

Under the Plan, which was approved by the shareholders of Accenture plc (the "Company") at their February 4, 2010 meeting, and approved by the Board of Directors (the "Board") on December 10, 2009, the Company is authorized to issue or transfer up to 45,000,000 Class A ordinary shares ("Shares") of the Company. The Plan is administered by the Compensation Committee of the Board (the "Committee"), which may delegate its duties and powers in whole or in part as it determines, provided, however, that the Board may, in its sole discretion, take any action designated to the Committee under the Plan as it may deem necessary. The Company pays all expenses of the Plan. The Shares may consist, in whole or in part, of unissued Shares or previously issued Shares that have been reacquired.

The Plan provides eligible employees of the Company or of a participating subsidiary with an opportunity to purchase Shares at a purchase price established by the Committee, which shall in no event be less than 85% of the fair market value of a Share on the purchase date.

The "fair market value" on a given date is defined as the arithmetic mean of the high and low prices of the Shares as reported on such date on the composite tape of the principal national securities exchange on which the Shares are listed or admitted to trading, or, if no sale of Shares shall have been reported on the composite tape of any national securities exchange on such date, then the immediately preceding date on which sales of the Shares have been so reported or quoted shall be used.

In general, any individual who is an employee of the Company or of a participating subsidiary is eligible to participate in the Plan, except that the Committee may exclude employees (either individually or by reference to a subset thereof) from participation (1) whose customary employment is less than five months per calendar year or 20 hours or less per week; (2) who own shares equaling 5% or more of the total combined voting power or value of all classes of shares of the Company or any subsidiary; or (3) who are highly compensated employees under the Internal Revenue Code of 1986, as amended (the "Code"). The Plan does not currently qualify as an "employee stock purchase plan" under Section 423 of the Code and therefore receipt of the Shares will be a taxable event to the participant. The Plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended.

Contributions

Payroll deductions will generally be made from the compensation paid to each participant during an offering period in a whole percentage as elected by the participant but not to exceed the maximum percentage of the participant's compensation (or maximum dollar amount) as is permitted by the Committee. Under the ESPP, the maximum whole percentage is 10% (up to a maximum of $7,500 per offering period), provided that no participant will be entitled to purchase, during any calendar year, Shares with an aggregate value in excess of $25,000. Under the VEIP, eligible participants may choose to contribute up to 30% of their total compensation towards the purchase of Shares. The amount of the contributions is based on pre-tax cash compensation, but contributions are deducted from after-tax pay each pay period. Individual participation is subject to an aggregate participation limit based on a percentage of total eligible participant compensation as defined by the Plan and permitted by the Committee. The aggregate participation limit percentage was 11% prior to July 25, 2012 at which time the Committee resolved to increase the percentage to 15%. If aggregate compensation is projected to reach this cap, then contributions will stop and participants would be refunded contributions not used to purchase shares.

A participant may elect his or her percentage of payroll deductions, and change that election, prior to the applicable offering period as determined by the Committee. Unless otherwise determined by the Committee, a participant cannot change the rate of payroll deductions once an offering period has commenced. All payroll deductions made with respect to a participant are credited to the participant's payroll deduction account under the Plan and are deposited with the general funds of the Company. All funds of participants received or held by the Company under the Plan before purchase or issuance of the Shares are held without liability for interest or other increment. Under the Plan, the ESPP offering periods in fiscal 2013 included the six-month periods ended November 1, 2012 and May 1, 2013. The current offering period commenced on May 2, 2013 and will end on November 1, 2013. The VEIP has a calendar year offering period and monthly contribution periods in which shares are purchased on the 5 th of the subsequent month.

Share Purchases

As soon as practicable following the end of each ESPP offering period or VEIP contribution period, the number of Shares purchased by each participant is deposited into a brokerage account established in the participant's name. Dividends that are declared on the Shares held in the brokerage account are paid in cash or reinvested. A summary of information with respect to share purchases was as follows:

Purchase Date	Offering Type	Number of Participants	Number of Shares Purchased		Purchase Price
August 5, 2013	VEIP	3,526	226,177	$	74.44
July 5, 2013	VEIP	3,547	227,922	$	73.55
June 5, 2013	VEIP	3,562	216,342	$	80.31
May 5, 2013	VEIP	3,569	215,386	$	79.77
May 1, 2013	ESPP	35,603	1,720,687	$	68.80
April 5, 2013	VEIP	3,641	229,580	$	75.94
March 5, 2013	VEIP	3,672	235,150	$	76.25
February 5, 2013	VEIP	3,711	251,901	$	73.30
January 5, 2013	VEIP	3,084	873,566	$	68.97
December 5, 2012	VEIP	3,093	217,864	$	69.21
November 5, 2012	VEIP	3,114	215,694	$	67.41
November 1, 2012	ESPP	33,947	1,839,387	$	57.94
October 5, 2012	VEIP	3,124	204,506	$	71.14
September 5, 2012	VEIP	3,152	241,926	$	61.41
Total Shares Purchased in fiscal 2013			**6,916,088**		
August 5, 2012	VEIP	3,176	246,432	$	60.27
July 5, 2012	VEIP	3,190	242,803	$	60.49
June 5, 2012	VEIP	3,210	261,825	$	56.32
May 5, 2012	VEIP	3,237	239,196	$	63.28
May 1, 2012	ESPP	31,560	1,916,404	$	55.44
April 5, 2012	VEIP	3,264	235,702	$	64.55
March 5, 2012	VEIP	3,290	256,689	$	60.29
February 5, 2012	VEIP	3,263	270,254	$	58.41
January 5, 2012	VEIP	2,664	920,333	$	52.39
December 5, 2011	VEIP	2,686	213,048	$	59.46
November 5, 2011	VEIP	2,699	214,541	$	58.20
November 1, 2011	ESPP	29,055	1,915,683	$	48.89
October 5, 2011	VEIP	2,713	225,915	$	54.25
September 5, 2011	VEIP	2,733	247,902	$	52.04
Total Shares Purchased in fiscal 2012			**7,406,727**		
August 5, 2011	VEIP	2,754	227,260	$	56.73
July 5, 2011	VEIP	2,775	210,377	$	61.33
June 5, 2011	VEIP	2,795	234,132	$	55.98
May 5, 2011	VEIP	2,806	238,389	$	55.10
May 1, 2011	ESPP	27,081	1,936,808	$	48.78
April 5, 2011	VEIP	2,827	235,649	$	55.11
March 5, 2011	VEIP	2,838	247,427	$	52.76
February 5, 2011	VEIP	2,851	256,501	$	52.61
January 5, 2011	VEIP	2,354	801,776	$	48.10
December 5, 2010	VEIP	2,368	220,491	$	44.18
November 5, 2010	VEIP	2,379	218,205	$	45.54
November 1, 2010	ESPP	25,108	2,080,278	$	38.05
October 5, 2010	VEIP	2,394	220,611	$	44.71
September 5, 2010	VEIP	2,414	255,045	$	38.34
Total Shares Purchased in fiscal 2011			**7,382,949**		

As of August 31, 2013, 23,429,599 Accenture plc Class A ordinary shares had been issued under the Plan.

Withdrawals

Each participant may withdraw from participation in respect of an offering period (either current or future) or from the Plan under such terms and conditions established by the Committee in its sole discretion. Upon a participant's withdrawal, all accumulated payroll deductions in the participant's Plan account are returned without interest (to the extent permitted by applicable local law). A participant is not entitled to any Shares with respect to the applicable offering period, except under the VEIP for those shares purchased in contribution periods prior to withdrawal. A participant is permitted to participate in subsequent offering periods pursuant to terms and conditions established by the Committee in its sole discretion.

Adjustments

The number of Shares issued or reserved for issuance pursuant to the Plan (or pursuant to outstanding awards) is subject to adjustment on account of share splits, share dividends and other changes in the Shares. In the event of a change in control of the Company, the Committee may take any actions it deems necessary or desirable with respect to any option as of the date of consummation of the change in control.

Plan Amendment and Termination

The Board may amend, alter or discontinue the Plan, provided, however, that no amendment, alteration or discontinuation will be made that would increase the total number of Shares authorized for the Plan, or without a participant's consent, would materially adversely affect the participant's rights and obligations under the Plan. The Plan will terminate upon the earliest of: (1) the termination of the Plan by the Board; (2) the issuance of all of the Shares reserved for issuance under the Plan; or (3) the tenth anniversary of the effective date of the Plan. The Board has not amended the Plan, except as noted in Note 1 nor initiated actions to terminate the Plan.

2. BASIS OF PRESENTATION

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Plan's management to use estimates and assumptions that affect the accompanying financial statements and disclosures. Actual results could differ from these estimates.

As of August 31, 2013, Contributions receivable represents payroll deductions from participants with respect to the ESPP offering period beginning May 2, 2013 and ending November 1, 2013, as well as the VEIP contribution period beginning August 1, 2013 and ending August 31, 2013. These payroll deductions are held by Accenture plc and/or its affiliates.

Plan equity represents net assets available for future share purchases or participant withdrawals.

3. SUBSEQUENT EVENTS

The Company has evaluated events and transactions subsequent to the Plan's statement of financial condition date. Based on this evaluation, the Company is not aware of any events or transactions that occurred subsequent to the Plan's statement of financial condition date but prior to filing that would require recognition or disclosure in these financial statements.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

Form 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 9, 2014

Accenture plc

(Exact name of Registrant as specified in its charter)

Ireland	001-34448	98-0627530
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1 Grand Canal Square,
Grand Canal Harbour,
Dublin 2, Ireland
(Address of principal executive offices)

Registrant's telephone number, including area code: (353) (1) 646-2000

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 9, 2014, the Board of Directors (the "Board") of Accenture plc (the "Company") appointed Paula A. Price and Frank K. Tang as new directors of the Company, upon the recommendation of its Nominating & Governance Committee. Ms. Price and Mr. Tang will each serve until the Company's 2015 annual general meeting of shareholders, when they will be subject to re-appointment by a vote of the Company's shareholders.

Ms. Price was executive vice president and CFO of Ahold USA until January 2014. At Ahold, which operates more than 700 supermarkets under the Stop & Shop, Giant and Martin's names as well as the Peapod online grocery delivery service, Ms. Price was responsible for finance and accounting, strategic planning, real estate and information technology. Before joining Ahold in 2009, she was the controller and chief accounting officer at CVS Caremark. Earlier in her career, Ms. Price was CFO for the Institutional Trust Services division of JPMorgan Chase, and held several other senior management positions in the U.S. and the U.K. in the financial services and consumer products industries. A certified public accountant, she earned her MBA from the University of Chicago and her BS from DePaul University.

Mr. Tang is CEO and managing partner of FountainVest Partners, a private equity fund dedicated to investments in China. Before co-founding FountainVest in 2007, Mr. Tang was senior managing director and head of investments in China at Temasek Holdings, a Singapore investment company. Earlier in his career, he was a managing director at Goldman Sachs, where he worked for nearly 11 years. He began his investment banking career in the New York office of Goldman Sachs before moving to Hong Kong, where he headed the telecommunications, media and technology investment banking effort in Asia (excluding Japan). Mr. Tang earned his MBA from Columbia Business School and his Bachelor's degree from Donghua University.

Ms. Price has been appointed to serve on the Board's Audit Committee and Mr. Tang has been appointed to serve on the Board's Finance Committee. Each of them will receive the pro rata portion of the standard compensation for service on the Board (currently $90,000 per annum) and the committee to which each of them has been appointed (currently $7,500 per annum for service on the Audit Committee and $5,000 per annum for service on the Finance Committee), based on the number of days remaining in the current director compensation year. Ms. Price and Mr. Tang may each elect to receive their compensation in cash or equity. Both new directors will also receive the standard grant of restricted share units valued at $185,000 made by the Company to directors newly appointed to the Board.

Ms. Price and Mr. Tang have each entered into the standard director indemnification agreement that Accenture International Sàrl, an indirect subsidiary of the Company, has with the Company's directors. A copy of a substantially similar form of the indemnification agreement is filed as Exhibit 10.5 to the Company's Form 8-K12B filed on September 1, 2009.

A copy of the Company's news release issued on May 12, 2014 regarding the appointment of Ms. Price and Mr. Tang to the Board is filed as Exhibit 99 to this Form 8-K.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

99 News Release of Accenture plc, dated May 12, 2014

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: May 12, 2014

ACCENTURE PLC

By: /s/ David P. Rowland
Name: David P. Rowland
Title: Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
99	News Release of Accenture plc, dated May 12, 2014

Exhibit 99

Accenture Announces Appointments of Paula A. Price and Frank K. Tang to its Board of Directors

-- Former Ahold USA CFO and private equity executive become Accenture's 11th and 12th independent directors --

NEW YORK; May 12, 2014 — Accenture (NYSE: ACN) announced today that Paula A. Price and Frank K. Tang have been appointed to the company's Board of Directors, effective May 9. Ms. Price, 52, was executive vice president and chief financial officer of Ahold USA, a U.S. grocery retailer, until January 2014. Mr. Tang, 45, is CEO and managing partner of FountainVest Partners, a private equity fund dedicated to investments in China.

Ms. Price and Mr. Tang will both be subject to re-appointment at the next Accenture plc annual general meeting of shareholders. Ms. Price has also been appointed to serve on the board's Audit Committee, while Mr. Tang will serve on the Finance Committee.

"I am very pleased to welcome Paula and Frank to our board of directors," said Pierre Nanterme, Accenture's chairman and CEO. "Paula brings broad experience across finance, general management and strategy positions in the retail, financial services and consumer packaged goods industries. Frank has served in leadership roles in private equity and investment banking, with expertise in Asia, particularly in China-an important growth market for Accenture. We are fortunate to have accomplished leaders on our board who reflect the global and diverse nature of Accenture's business. I am confident that we will benefit from the perspectives that Paula and Frank can provide as we continue to focus on driving results for our clients and shareholders."

With these appointments, Accenture's board now comprises 13 directors, 12 of whom are external and independent. Mr. Nanterme is the board's only internal director.

As CFO at Ahold USA, which operates more than 700 supermarkets under the Stop & Shop, Giant and Martin's names as well as the Peapod online grocery delivery service, Ms. Price was responsible for finance and accounting, strategic planning, real estate and information technology. Before joining Ahold in 2009, she was the controller and chief accounting officer at CVS Caremark. Earlier in her career, Ms. Price was CFO for the Institutional Trust Services division of JPMorgan Chase, and held several other senior management positions in the U.S. and the U.K. in the financial services and consumer products industries. A certified public accountant, she earned her MBA from the University of Chicago and her BS from DePaul University.

Before co-founding FountainVest Partners in 2007, Mr. Tang was senior managing director and head of China investments at Temasek Holdings, a Singapore investment company. Earlier in his career, he was a managing director at Goldman Sachs, where he worked for nearly 11 years. He began his investment banking career in Goldman's New York office before moving to Hong Kong, where he headed the telecommunications, media and technology investment banking effort in Asia, excluding Japan. Mr. Tang earned his MBA from Columbia Business School and his Bachelor's degree from Donghua University.

About Accenture

Accenture is a global management consulting, technology services and outsourcing company, with approximately 289,000 people serving clients in more than 120 countries. Combining unparalleled experience, comprehensive capabilities across all industries and business functions, and extensive research on the world's most successful companies, Accenture collaborates with clients to help them become high-performance businesses and governments. The company generated net revenues of US$28.6 billion for the fiscal year ended Aug. 31, 2013. Its home page is www.accenture.com.

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Alex Pachetti
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

Form 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 7, 2014

Accenture plc

(Exact name of Registrant as specified in its charter)

Ireland	001-34448	98-0627530
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1 Grand Canal Square,
Grand Canal Harbour,
Dublin 2, Ireland
(Address of principal executive offices)

Registrant's telephone number, including area code: (353) (1) 646-2000

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 7, 2014, Accenture plc (the "Company") announced that Stephen J. Rohleder will assume the role of the Company's group chief executive–North America, which is a newly created position, and step down as group chief executive–Health & Public Service, both effective June 1, 2014. Daniel T. London will succeed Mr. Rohleder as group chief executive–Health & Public Service, also effective June 1, 2014.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

99 News Release of Accenture plc, dated May 7, 2014

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: May 7, 2014

ACCENTURE PLC

By: /s/ Julie Spellman Sweet
Name: Julie Spellman Sweet
Title: General Counsel, Secretary & Chief Compliance Officer

EXHIBIT INDEX

Exhibit No.	Description
99	News Release of Accenture plc, dated May 7, 2014

Exhibit 99

Accenture appoints Stephen J. Rohleder Group Chief Executive—North America; Names Daniel T. London Group Chief Executive—Health & Public Service

NEW YORK; May 7, 2014 — Accenture (NYSE: ACN) has appointed Stephen J. Rohleder to the newly created position of group chief executive—North America, to support the company's continued focus on building a strong leadership position in key geographic markets. At the same time, the company has named Daniel T. London to succeed Mr. Rohleder as group chief executive of the company's Health & Public Service operating group. These changes are effective June 1, 2014.

In the newly created position, Mr. Rohleder, 56, will oversee Accenture's business in the United States, the company's largest market, as well as Canada. Mr. Rohleder is a 33-year veteran of the company and has served as Accenture's chief operating officer from 2004 to 2009. Since 2009, he has held the position of group chief executive of the company's Health & Public Service operating group. Mr. Rohleder is a member of Accenture's Global Management Committee.

Mr. London, 49, is currently senior managing director for Health & Public Service in North America, with overall responsibility for serving government departments and agencies at the federal, state, local and provincial levels, as well as healthcare payers and providers. He has held a variety of leadership roles during his 28-year career with Accenture with significant experience serving clients across many industries and geographies. Before assuming his current role in 2009, he was managing director of Accenture's Finance & Performance Management global service line, working with clients on major transformational change programs. He has also played an important role in Accenture's strategic planning efforts and company-wide operating model changes. In his new role, Mr. London will join Accenture's Global Management Committee.

"Steve has been a key member of our senior leadership for many years. He brings exceptional experience and decades of client service to this important role leading our business in North America," said Pierre Nanterme, Accenture's chairman and CEO. "I am also delighted that Dan will be our new group chief executive of Health & Public Service. He is an outstanding leader with a proven track record of successfully running key parts of our business and a strong commitment to both our clients and our people."

About Accenture

Accenture is a global management consulting, technology services and outsourcing company, with approximately 289,000 people serving clients in more than 120 countries. Combining unparalleled experience, comprehensive capabilities across all industries and business functions, and extensive research on the world's most successful companies, Accenture collaborates with clients to help them become high-performance businesses and governments. The company generated net revenues of US$28.6 billion for the fiscal year ended Aug. 31, 2013. Its home page is www.accenture.com.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

Form 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 27, 2014

Accenture plc

(Exact name of Registrant as specified in its charter)

Ireland	001-34448	98-0627530
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

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Registrant's telephone number, including area code: (353) (1) 646-2000

Not Applicable
(Former name or former address, if changed since last report)

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☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

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☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.02 Results of Operations and Financial Condition

On March 27, 2014, Accenture plc ("Accenture") issued a press release announcing financial results for its second quarter of fiscal year 2014, which fiscal quarter ended on February 28, 2014.

A copy of the press release is attached hereto as Exhibit 99. All information in the press release is furnished but not filed.

Non-GAAP Financial Information

In the attached press release Accenture discloses the following non-GAAP financial measures:

- Free cash flow (defined as operating cash flow net of property and equipment additions). Accenture's management believes that this information provides meaningful additional information regarding the company's liquidity.

- Percentage changes in revenues before reimbursements ("net revenues") on a local currency basis. Financial results in local currency are calculated by restating current period activity into U.S. dollars using the comparable prior year period's foreign currency exchange rates. This approach is used for all results where the functional currency is not the U.S. dollar. Accenture's management believes that information regarding changes in its net revenues that excludes the effect of fluctuations in foreign currency exchange rates facilitates meaningful comparison of its net revenues before reimbursements.

- Earnings per share, operating income, operating margin and effective tax rate excluding material reorganization benefits recorded in fiscal 2013 related to final determinations of certain reorganization liabilities established in connection with our transition to a corporate structure during 2001. Accenture's management believes that information regarding the effect of these reorganization benefits on earnings per share, operating income, operating margin and effective tax rate facilitates understanding as to both the impact of these benefits and the company's operating performance.

- Earnings per share and effective tax rate excluding the benefit from final determinations of U.S. federal tax liabilities recorded in fiscal 2013. Accenture's management believes that information regarding the effect of this settlement benefit on earnings per share and effective tax rate facilitates understanding as to both the impact of this settlement and the company's operating performance.

Reconciliations of these non-GAAP financial measures to the most directly comparable financial measures calculated and presented in accordance with GAAP are included in the press release. While Accenture's management believes that this non-GAAP financial information is useful in evaluating Accenture's operations, this information should be considered as supplemental in nature and not as a substitute for the related financial information prepared in accordance with GAAP.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

99 Press Release of Accenture, dated March 27, 2014

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: March 27, 2014

ACCENTURE PLC

By: /s/ David P. Rowland
Name: David P. Rowland
Title: Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
99	Press Release of Accenture, dated March 27, 2014

Exhibit 99

Accenture Reports Second-Quarter Fiscal 2014 Results

— Revenues increase 1% in U.S. dollars and 3% in local currency to $7.13 billion —

— EPS are $1.03; operating income is $951 million, with operating margin of 13.3% —

— Record new bookings of $10.1 billion include consulting bookings of $4.6 billion and outsourcing bookings of $5.5 billion —

— Company declares semi-annual cash dividend of $0.93 per share —

— Company updates business outlook for fiscal 2014 —

NEW YORK; Mar. 27, 2014 — Accenture (NYSE: ACN) reported financial results for the second quarter of fiscal 2014, ended Feb. 28, 2014, *with net revenues of $7.13 billion, an increase of 1 percent in U.S. dollars and 3 percent in local currency over the same* period last year, within the company's guided range.

Diluted earnings per share were $1.03, compared with $1.65 for the second quarter last year, which included benefits of $243 million, or $0.34 per share, from final determinations of prior-year U.S. federal tax liabilities and $224 million, or $0.31 per share, from a reduction in reorganization liabilities. Excluding these benefits, diluted EPS for the second quarter last year were $1.00.

Operating income for the quarter was $951 million, or 13.3 percent of net revenues, compared with $1.16 billion, or 16.5 percent of net revenues, for the second quarter last year, which included the benefit of $224 million from the reduction in reorganization liabilities. Excluding the benefit, operating income for the second quarter of fiscal 2013 was $940 million, or 13.3 percent of net revenues.

New bookings for the quarter were a record $10.1 billion, with consulting bookings of $4.6 billion and outsourcing bookings of $5.5 billion.

Pierre Nanterme, Accenture's chairman and CEO, said, "In the second quarter, we delivered revenues within our guided range, reported solid earnings per share and returned substantial cash to shareholders. We continued to see very strong demand for our services, with $10.1 billion in new bookings, including record consulting and record outsourcing bookings.

"Looking ahead, we are well-positioned to deliver our business outlook for the year, given our outstanding year-to-date bookings of $18.8 billion as well as the activity and client interest we see in the marketplace. We remain focused on the successful execution of our growth strategy, and are confident in our ability to deliver value to our clients and our shareholders."

Financial Review

Revenues before reimbursements ("net revenues") for the second quarter of fiscal 2014 were $7.13 billion, compared with $7.06 billion for the second quarter of fiscal 2013, an increase of

1 percent in U.S. dollars and 3 percent in local currency, and within the company's guided range of $6.95 billion to $7.25 billion. The foreign-exchange impact for the quarter was approximately negative 1.5 percent, consistent with the assumption provided in the company's first-quarter earnings release.

- Consulting net revenues for the quarter were $3.70 billion, a decrease of 1 percent in U.S. dollars and flat in local currency compared with the second quarter of fiscal 2013.

- Outsourcing net revenues were $3.43 billion, an increase of 4 percent in U.S. dollars and 5 percent in local currency over the second quarter of fiscal 2013.

Diluted EPS for the quarter were $1.03, compared with $1.65 for the second quarter last year, which included $0.65 in benefits from final determinations of prior-year tax liabilities and reductions in reorganization liabilities. Excluding these benefits, EPS for the second quarter last year were $1.00. The $0.03 increase from adjusted EPS last year reflects:

- $0.01 from higher revenue and operating results;
- $0.01 from a lower effective tax rate excluding the impact last year of final determinations of prior-year tax liabilities and the reduction in reorganization liabilities; and
- $0.03 from a lower share count

partially offset by:

- $0.02 from lower non-operating income.

Gross margin (gross profit as a percentage of net revenues) for the quarter was 31.3 percent, compared with 31.6 percent for the second quarter last year. Selling, general and administrative (SG&A) expenses for the quarter were $1.28 billion, or 17.9 percent of net revenues, compared with $1.29 billion, or 18.3 percent of net revenues, for the second quarter last year.

Operating results for the quarter reflect lower contract profitability, primarily due to pricing pressures and higher payroll costs and, to a lesser extent, lower margins in the early stages of a few large contracts. Operating results also reflect a higher level of investment in the quarter to build new capabilities including strategic acquisitions to enhance the company's capabilities in key growth areas. These factors were offset by a reduction in variable compensation expense compared to the second quarter of fiscal 2013.

Operating income for the quarter was $951 million, or 13.3 percent of net revenues, compared with $1.16 billion, or 16.5 percent of net revenues, for the second quarter last year, which included the $224 million reorganization benefit. Excluding the reorganization benefit, operating income for the second quarter last year was $940 million, or 13.3 percent of net revenues.

The company's effective tax rate for the quarter was 24.0 percent, compared with negative 0.5 percent for the second quarter last year. Excluding benefits from the final determinations of

prior-year U.S. federal tax liabilities and the reduction in reorganization liabilities, the effective tax rate for the second quarter last year was 24.8 percent.

Net income for the quarter was $722 million, compared with $1.19 billion for the second quarter last year, which included the favorable impact of both the $224 million reorganization benefit and the $243 million from final determinations of prior-year tax liabilities.

Operating cash flow for the quarter was $292 million, and property and equipment additions were $76 million. Free cash flow, defined as operating cash flow net of property and equipment additions, was $216 million. For the same period last year, operating cash flow was $634 million; property and equipment additions were $90 million; and free cash flow was $544 million.

Days services outstanding, or DSOs, were 33 days, compared with 31 days at Aug. 31, 2013 and 31 days at Feb. 28, 2013.

Accenture's total cash balance at Feb. 28, 2014 was $3.7 billion, compared with $5.6 billion at Aug. 31, 2013. The lower cash balance at Feb. 28, 2014 was principally due to share repurchases and cash dividend payments, as well as funds used for business acquisitions.

Utilization for the quarter was 87 percent, compared with 87 percent for the first quarter of fiscal 2014 and 88 percent for the second quarter of fiscal 2013. Attrition for the second quarter of fiscal 2014 was 12 percent, compared with 11 percent for both the first quarter of fiscal 2014 and the second quarter of fiscal 2013.

New Bookings

New bookings for the second quarter were $10.1 billion and reflect a negative 2 percent foreign-currency impact compared with new bookings in the second quarter last year.

- Consulting new bookings were $4.6 billion, or 46 percent of total new bookings.
- Outsourcing new bookings were $5.5 billion, or 54 percent of total new bookings.

Net Revenues by Operating Group

Net revenues by operating group were as follows:

- Communications, Media & Technology: $1.41 billion, compared with $1.41 billion for the second quarter of fiscal 2013, flat in U.S. dollars and an increase of 2 percent in local currency.
- Financial Services: $1.56 billion, compared with $1.51 billion for the second quarter of fiscal 2013, an increase of 4 percent in U.S. dollars and 5 percent in local currency.

- Health & Public Service: $1.18 billion, compared with $1.19 billion for the second quarter of fiscal 2013, a decrease of 1 percent in U.S. dollars and an increase of 1 percent in local currency.

- Products: $1.75 billion, compared with $1.68 billion for the second quarter of fiscal 2013, an increase of 4 percent in U.S. dollars and 5 percent in local currency.

- Resources: $1.22 billion, compared with $1.25 billion for the second quarter of fiscal 2013, a decrease of 2 percent in U.S. dollars and flat in local currency.

Net Revenues by Geographic Region

Net revenues by geographic region were as follows:

- Americas: $3.36 billion, compared with $3.28 billion for the second quarter of fiscal 2013, an increase of 2 percent in U.S. dollars and 4 percent in local currency.

- Europe, Middle East and Africa (EMEA): $2.86 billion, compared with $2.80 billion for the second quarter of fiscal 2013, an increase of 2 percent in U.S. dollars and flat in local currency.

- Asia Pacific: $908 million, compared with $978 million for the second quarter of fiscal 2013, a decrease of 7 percent in U.S. dollars and an increase of 4 percent in local currency.

Returning Cash to Shareholders

Accenture continues to return cash to shareholders through cash dividends and share repurchases.

Dividend

Accenture plc has declared a semi-annual cash dividend of $0.93 per share on Accenture plc Class A ordinary shares for shareholders of record at the close of business on April 11, 2014, and Accenture SCA will declare a semi-annual cash dividend of $0.93 per share on Accenture SCA Class I common shares for shareholders of record at the close of business on April 8, 2014. These dividends are both payable on May 15, 2014.

Combined with the semi-annual cash dividend of $0.93 per share paid on Nov. 15, 2013, this will bring the total dividend payments for the fiscal year to $1.86 per share, for total projected cash dividend payments of approximately $1.3 billion.

Share Repurchase Activity

During the second quarter of fiscal 2014, Accenture repurchased or redeemed 9.2 million shares, including approximately 6.5 million shares repurchased in the open market, for a total of $739 million. This brings Accenture's total share repurchases and redemptions for the first half

of fiscal 2014 to 18.9 million shares, including 14.5 million shares repurchased in the open market, for a total of $1.46 billion.

Accenture's total remaining share repurchase authority at Feb. 28, 2014 was approximately $5.8 billion.

At Feb. 28, 2014, Accenture had approximately 673 million total shares outstanding, including 633 million Accenture plc Class A ordinary shares and 40 million Accenture SCA Class I common shares and Accenture Canada Holdings Inc. exchangeable shares.

Business Outlook

Third Quarter Fiscal 2014

Accenture expects net revenues for the third quarter of fiscal 2014 to be in the range of $7.40 billion to $7.65 billion. This range assumes a foreign-exchange impact of zero percent compared with the third quarter of fiscal 2013.

Full Fiscal Year 2014

For fiscal 2014, the company now expects net revenue growth to be in the range of 3 percent to 6 percent in local currency, compared with 2 percent to 6 percent previously.

Accenture's business outlook for the full 2014 fiscal year continues to assume a foreign-exchange impact of negative 0.5 percent compared with fiscal 2013.

The company now expects diluted EPS to be in the range of $4.50 to $4.62, compared with $4.44 to $4.56 previously.

Accenture continues to expect operating margin for the full fiscal year to be in the range of 14.3 percent to 14.5 percent. This compares with 15.2 percent in fiscal 2013 on a GAAP basis, which included a positive impact of 100 basis points from reductions in reorganization liabilities. Accenture continues to expect its operating margin for fiscal 2014 to expand 10 to 30 basis points from the adjusted Non-GAAP operating margin of 14.2 percent for fiscal 2013.

For fiscal 2014, the company now expects operating cash flow to be in the range of $3.3 billion to $3.6 billion, compared with $3.6 billion to $3.9 billion previously; continues to expect property and equipment additions to be $400 million; and now expects free cash flow to be in the range of $2.9 billion to $3.2 billion, compared with $3.2 billion to $3.5 billion previously.

The company continues to expect to return at least $3.7 billion to its shareholders in fiscal 2014 through dividends and share repurchases.

The company now expects its annual effective tax rate to be in the range of 25.5 percent to 26.5 percent, compared with 26.5 percent to 27.5 percent previously.

Accenture now expects new bookings for fiscal 2014 in the range of $33 billion to $36 billion, compared with $32 billion to $35 billion previously.

Conference Call and Webcast Details

Accenture will host a conference call at 8:00 a.m. EDT today to discuss its second-quarter fiscal 2014 financial results. To participate, please dial +1 (800) 230-1074 [+1 (612) 234-9959 outside the United States, Puerto Rico and Canada] approximately 15 minutes before the scheduled start of the call. The conference call will also be accessible live on the Investor Relations section of the Accenture Web site at www.accenture.com.

A replay of the conference call will be available online at www.accenture.com beginning at 10:00 a.m. EDT today, Thursday, Mar. 27, and continuing until Thursday, June 26, 2014. A podcast of the conference call will be available online at www.accenture.com beginning approximately 24 hours after the call and continuing until Thursday, June 26, 2014. The replay will also be available via telephone by dialing +1 (800) 475-6701 [+1 (320) 365-3844 outside the United States, Puerto Rico and Canada] and entering access code 320421 from 10:00 a.m. EDT Thursday, Mar. 27 through Thursday, June 26, 2014.

About Accenture

Accenture is a global management consulting, technology services and outsourcing company, with approximately 289,000 people serving clients in more than 120 countries. Combining unparalleled experience, comprehensive capabilities across all industries and business functions, and extensive research on the world's most successful companies, Accenture collaborates with clients to help them become high-performance businesses and governments. The company generated net revenues of US$28.6 billion for the fiscal year ended Aug. 31, 2013. Its home page is www.accenture.com.

Non-GAAP Financial Information

This news release includes certain non-GAAP financial information as defined by Securities and Exchange Commission Regulation G. Pursuant to the requirements of this regulation, reconciliations of this non-GAAP financial information to Accenture's financial statements as prepared under generally accepted accounting principles (GAAP) are included in this press release. Financial results "in local currency" are calculated by restating current-period activity into U.S. dollars using the comparable prior-year period's foreign-currency exchange rates. Accenture's management believes providing investors with this information gives additional insights into Accenture's results of operations. While Accenture's management believes that the non-GAAP financial measures herein are useful in evaluating Accenture's operations, this information should be considered as supplemental in nature and not as a substitute for the related financial information prepared in accordance with GAAP.

Forward-Looking Statements

Except for the historical information and discussions contained herein, statements in this news release may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "may," "will," "should," "likely," "anticipates," "expects," "intends," "plans," "projects," "believes," "estimates," "positioned," "outlook" and similar expressions are used to identify these forward-looking statements. These statements involve a number of risks, uncertainties and other factors that could cause actual results to differ materially from those expressed or implied. These include, without limitation, risks that: the company's results of

operations could be adversely affected by volatile, negative or uncertain economic conditions and the effects of these conditions on the company's clients' businesses and levels of business activity; the company's business depends on generating and maintaining ongoing, profitable client demand for the company's services and solutions, and a significant reduction in such demand could materially affect the company's results of operations; if the company is unable to keep its supply of skills and resources in balance with client demand around the world and attract and retain professionals with strong leadership skills, the company's business, the utilization rate of the company's professionals and the company's results of operations may be materially adversely affected; the markets in which the company competes are highly competitive, and the company might not be able to compete effectively; the company's profitability could suffer if its cost-management strategies are unsuccessful, and the company may not be able to improve its profitability through improvements to cost-management to the degree it has done in the past; the company's results of operations could materially suffer if the company is not able to obtain sufficient pricing to enable it to meet its profitability expectations; if the company's pricing estimates do not accurately anticipate the cost, risk and complexity of the company performing its work or third parties upon whom it relies do not meet their commitments, then the company's contracts could have delivery inefficiencies and be unprofitable; the company could have liability or the company's reputation could be damaged if the company fails to protect client and/or company data or information systems as obligated by law or contract or if the company's information systems are breached; the company's results of operations and ability to grow could be materially negatively affected if the company cannot adapt and expand its services and solutions in response to ongoing changes in technology and offerings by new entrants; as a result of the company's geographically diverse operations and its growth strategy to continue geographic expansion, the company is more susceptible to certain risks; the company's Global Delivery Network is increasingly concentrated in India and the Philippines, which may expose it to operational risks; the company might not be successful at identifying, acquiring or integrating businesses or entering into joint ventures; the company's work with government clients exposes the company to additional risks inherent in the government contracting environment; the company's business could be materially adversely affected if the company incurs legal liability; the company's results of operations could be materially adversely affected by fluctuations in foreign currency exchange rates; the company's alliance relationships may not be successful or may change, which could adversely affect the company's results of operations; outsourcing services and the continued expansion of the company's other services and solutions into new areas subject the company to different operational risks than its consulting and systems integration services; the company's services or solutions could infringe upon the intellectual property rights of others or the company might lose its ability to utilize the intellectual property of others; if the company is unable to protect its intellectual property rights from unauthorized use or infringement by third parties, its business could be adversely affected; the company's ability to attract and retain business and employees may depend on its reputation in the marketplace; many of the company's contracts include payments that link some of its fees to the attainment of performance or business targets and/or require the company to meet specific service levels, which could increase the variability of the company's revenues and impact its margins; changes in the company's level of taxes, and audits, investigations and tax proceedings, or changes in the company's treatment as an Irish company, could have a material adverse effect on the company's results of operations and financial condition; if the company is unable to manage the organizational challenges associated with its size, the company might be unable to achieve its business objectives; if the company is unable to collect its receivables or unbilled services, the company's results of operations, financial condition and cash flows could be adversely affected; the company's share price and results of operations could fluctuate and be difficult to predict; the company's results of operations and share price could be adversely affected if it is unable to maintain effective internal controls; any changes to the estimates and assumptions that the company makes in connection with the preparation of its consolidated financial statements could adversely affect its financial results; the company may be subject to criticism and negative publicity related to its incorporation in Ireland; as well as the risks, uncertainties and other factors discussed under the "Risk Factors" heading in Accenture plc's most recent annual report on Form 10-K and other documents filed with or furnished to the Securities and Exchange Commission. Statements in this news release speak only as of the date they were made, and Accenture undertakes no duty to update any forward-looking statements made in this news release or to conform such statements to actual results or changes in Accenture's expectations.

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ACCENTURE PLC

CONSOLIDATED INCOME STATEMENTS
(In thousands of U.S. dollars, except share and per share amounts)
(Unaudited)

	Three Months Ended February 28,				Six Months Ended February 28,			
	2014	% of Net Revenues	2013	% of Net Revenues	2014	% of Net Revenues	2013	% of Net Revenues
REVENUES:								
Revenues before reimbursements ("Net revenues")	$ 7,130,667	100%	$ 7,058,042	100 %	$ 14,489,416	100 %	$ 14,278,003	100 %
Reimbursements	436,816		435,278		877,763		883,353	
Revenues	7,567,483		7,493,320		15,367,179		15,161,356	
OPERATING EXPENSES:								
Cost of services:								
Cost of services before reimbursable expenses	4,900,525	68.7%	4,827,679	68.4 %	9,809,927	67.7 %	9,681,447	67 8 %
Reimbursable expenses	436,816		435,278		877,763		883,353	
Cost of services	5,337,341		5,262,957		10,687,690		10,564,800	
Sales and marketing	837,255	11.7%	834,047	11 8 %	1,765,465	12.2 %	1,702,249	11.9 %
General and administrative costs	441,605	6.2%	455,551	6.5 %	889,658	6.1 %	904,403	6.3 %
Reorganization benefits, net	—	- %	(223,767)	(3.2)%	(18,015)	(0.1)%	(223,302)	(1.6)%
Total operating expenses	6,616,201		6,328,788		13,324,798		12,948,150	
OPERATING INCOME	951,282	13.3%	1,164,532	16.5 %	2,042,381	14.1 %	2,213,206	15.5 %
Interest income	7,960		9,859		14,716		18,626	
Interest expense	(4,348)		(3,641)		(8,006)		(8,190)	
Other (expense) income, net	(4,766)		10,599		(15,386)		4,163	
INCOME BEFORE INCOME TAXES	950,128	13.3%	1,181,349	16.7 %	2,033,705	14.0 %	2,227,805	15.6 %
Provision for (benefit from) income taxes	227,797		(5,749)		499,728		274,676	
NET INCOME	722,331	10.1%	1,187,098	16.8 %	1,533,977	10.6 %	1,953,129	13.7 %
Net income attributable to noncontrolling interests in Accenture SCA and Accenture Canada Holdings Inc.	(42,849)		(78,363)		(91,947)		(137,318)	
Net income attributable to noncontrolling interests – other (1)	(8,182)		(6,933)		(18,884)		(15,192)	
NET INCOME ATTRIBUTABLE TO ACCENTURE PLC	$ 671,300	9.4%	$ 1,101,802	15.6 %	$ 1,423,146	9.8 %	$ 1,800,619	12.6 %
CALCULATION OF EARNINGS PER SHARE:								
Net income attributable to Accenture plc	$ 671,300		$ 1,101,802		$ 1,423,146		$ 1,800,619	
Net income attributable to noncontrolling interests in Accenture SCA and Accenture Canada Holdings Inc. (2)	42,849		78,363		91,947		137,318	
Net income for diluted earnings per share calculation	$ 714,149		$ 1,180,165		$ 1,515,093		$ 1,937,937	
EARNINGS PER SHARE:								
-Basic	$ 1.06		$ 1.70		$ 2.24		$ 2.79	
-Diluted (3)	$ 1.03		$ 1.65		$ 2.18		$ 2.71	
WEIGHTED AVERAGE SHARES:								
-Basic	635,929,351		649,520,337		636,314,554		644,608,780	
-Diluted (3)	693,209,942		715,464,436		695,508,819		715,567,376	
Cash dividends per share	$ —		$ —		$ 0.93		$ 0.81	

(1) Comprised primarily of noncontrolling interest attributable to the noncontrolling shareholders of Avanade, Inc.

(2) Diluted earnings per share assumes the redemption of all Accenture SCA Class I common shares owned by holders of noncontrolling interests and the exchange of all Accenture Canada Holdings Inc. exchangeable shares for Accenture plc Class A ordinary shares on a one-for-one basis.

(3) Diluted weighted average Accenture plc Class A ordinary shares and earnings per share amounts in fiscal 2013 have been restated to reflect additional restricted share units issued to holders of restricted share units in connection with the fiscal 2014 payment of cash dividends.