

**ACCENTURE SCA, ACCENTURE INTERNATIONAL SARL AND ACCENTURE INC.
PERFORMANCE GUARANTEE AND UNDERTAKING OF ACCENTURE SCA**

GUARANTEE, dated as of January 31, 2003 (this "Guarantee"), made by ACCENTURE INTERNATIONAL SARL, a *société à responsabilité limitée*, organized and existing under the laws of the Grand-Duchy of Luxembourg ("SARL"), and ACCENTURE INC., a corporation organized under the laws of the State of Delaware in the United States ("US"; each of SARL and US, a "Guarantor" and together, the "Guarantors"), and related undertakings of ACCENTURE SCA, a *société en commandite par actions*, organized and existing under the laws of the Grand-Duchy of Luxembourg ("SCA"), in favor of BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a corporation organized under the laws of British Columbia ("BCH"), and BCH Services Asset Corp., a company organized under the laws of British Columbia (collectively with BCH, the "Guaranteed Parties" and each individually, a "Guaranteed Party"), as parties under the agreements described on Annex A (the "Agreements").

RECITALS:

WHEREAS, Accenture Business Services of British Columbia Limited Partnership, a limited partnership formed under the laws of British Columbia ("ABS Partnership"), and Accenture Business Services General Partner Inc., a corporation organized under the federal laws of Canada (each a "Subsidiary" and collectively the "Subsidiaries"), are indirect subsidiaries of SARL;

WHEREAS, to induce each Guaranteed Party (and/or its subsidiaries) to enter into the Agreements and perform its (and their) obligations thereunder for the benefit of the Subsidiaries, each Guarantor is entering into this Guarantee; and

WHEREAS, SCA owns, directly or indirectly, substantially all of the capital stock of each of SARL and US; and

WHEREAS, the Subsidiaries and the Guarantors are engaged in related businesses, and each Guarantor and SCA will derive substantial direct and indirect benefit from each Guaranteed Party's performance under the Agreements;

NOW THEREFORE, in consideration of the premises, each Guarantor and SCA agrees for the benefit of each Guaranteed Party as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreements. The following terms shall have the following meanings when used in this Guarantee:

"Document": any document, instrument or other contract delivered or given in connection with the Agreements, as from time to time in effect.

"Guarantor": as defined in the preamble hereto, together with the successors and assigns of each (whether by way of merger, sale of capital stock, sale of assets or otherwise).

"Obligation": the obligations and liabilities of the Subsidiaries, and each of them, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, in any currency, and any interest, fees or other costs or expenses payable in respect thereof, in each case arising under or out of the Agreements or any Document relating thereto (including, without limitation, interest accruing as provided in any relevant Document after the filing of any proceeding

or petition in bankruptcy or similar event, whether or not a claim for such interest is allowed or allowable in such proceeding).

“Other Taxes”: present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made under this Guarantee or from the execution, delivery or registration of this Guarantee.

“Person”: an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

“Taxes”: taxes imposed on either Guaranteed Party’s net income, or franchise taxes imposed on either Guaranteed Party by the jurisdiction under the laws of which it is organized or any political subdivision thereof.

2. Guarantee.

(a) Each Guarantor hereby, jointly and severally, absolutely, unconditionally and irrevocably guarantees to each Guaranteed Party the prompt and complete performance by the applicable Subsidiary, when due, of the Obligations owing to such Guaranteed Party. Upon demand by either Guaranteed Party on the Guarantors after:

(i) the applicable Subsidiary is in default in the performance of any of its Obligations;

(ii) notice of such default has been given in accordance with Section 3 hereof; and

(iii) the applicable cure period, if any, under the applicable Agreement has expired in accordance with Section 3 hereof without the default having been cured;

the Guarantors shall themselves perform the Obligations in respect of which such demand was given.

(b) Each Guarantor further agrees, jointly and severally, to pay all reasonable expenses (including, without limitation, all reasonable fees and disbursements of counsel) that may be paid or incurred by either Guaranteed Party in enforcing any rights with respect to this Guarantee.

(c) Anything in this Guarantee or in any Document to the contrary notwithstanding, the maximum liability of the Guarantors in respect of any or all Obligations shall in no event exceed **[Redacted]** nor shall the amount that can be guaranteed by any particular Guarantor exceed the maximum amount, if any, as may be permissible under applicable law. The provisions of this Section 2(c) may not be modified, amended, waived or extended without the written approval of at least one of the Guarantors in accordance with Section 6(b).

3. Subsidiary Default. Nothing in this Guarantee shall grant to a Guaranteed Party any right of action against any Guarantor unless such Guaranteed Party has given all requisite notices of default to the applicable Subsidiary pursuant to the applicable Agreement and all applicable cure periods, if any, for such Subsidiary to cure such default(s) have expired. A Guaranteed Party shall send to each Guarantor and SCA copies of any notice of default sent to such Subsidiary. A Guaranteed Party shall permit each Guarantor to cure the Subsidiary’s default within the cure periods provided to such Subsidiary under the applicable Agreement.

4. No Recourse. No claim or recourse may be made or shall be had under this Guarantee against any direct or indirect, past, present or future, partners, members, shareholders or other direct or indirect holders of ownership interests in any Guarantor or in SCA, whether by virtue of any statute or rule of law, or by the assessment or penalty or otherwise. Each Guaranteed Party expressly and irrevocably waives, by virtue of its acceptance of or reliance upon this Guarantee or its benefits, any such claim or recourse, and any liability otherwise arising therefrom.
5. No Subrogation; Contribution. No Guarantor shall be entitled to be subrogated to any of the rights of a Guaranteed Party against the applicable Subsidiary for payment made by such Guarantor under this Guarantee, nor shall any Guarantor be entitled to seek any contribution from the applicable Subsidiary for payments made by such Guarantor under this Guarantee, unless all amounts then due and payable to such Guaranteed Party under the applicable Agreement as to which demands for payment under this Guarantee have been made, have been paid in full.
6. Amendments, etc. with respect to Obligations; Waiver of Rights. The obligations of each Guarantor under this Guarantee, and the undertakings of SCA set forth in Section 11 below (the “SCA Undertakings”) shall remain in effect and shall not be diminished or impaired, notwithstanding:
 - (a) any withdrawal of any demand (including the commencement and continuance of any legal proceedings) by either Guaranteed Party for payment or performance by the applicable Subsidiary of any Obligations or for payment thereof under this Guarantee;
 - (b) any amendment, extension, modification or waiver of any Obligations, any Agreement or any Document relating thereto, provided that this Guarantee shall only extend to any such amendment, extension or modification that (i) increases the aggregate maximum guaranteed amount set forth in Section 2(c) above, or (ii) modifies clause (ii) of Section 2(c) above, with the written approval of at least one of the Guarantors;
 - (c) any compromise by either Guaranteed Party of any Obligations or any other guarantee in respect thereof; or
 - (d) any invalidity or unenforceability of the Agreements, in whole or in part, against the applicable Subsidiary (except that this provision shall not be a waiver of any Subsidiary claims under the Agreements).
7. Guarantee Continuing.
 - (a) Except to the extent otherwise specifically contemplated herein, each Guarantor waives diligence, presentment and protest or other notice of any kind with respect to all Obligations. This Guarantee shall be construed as a continuing guarantee of performance of all Obligations owing to each Guaranteed Party by the Subsidiaries under the applicable Agreements and not a guarantee of collection.
 - (b) Except as set forth in Section 3 above, when pursuing its rights and remedies under this Guarantee against any Guarantor, each Guaranteed Party may, but shall be under no obligation to, pursue such rights and remedies as it may have against the applicable Subsidiary, the other Guarantor or any other guarantor, unless and until all the Obligations owing to such Guaranteed Party shall have been satisfied by payment in full. Any failure by a Guaranteed Party to pursue any such rights or remedies, or to collect any amounts from the applicable Subsidiary, the other Guarantor or any other guarantor, shall not relieve such Guarantor from its obligations under this Guarantee.

- (c) This Guarantee shall remain in full force and effect and be binding upon each Guarantor and their respective successors and assigns, and shall inure to the benefit of each Guaranteed Party and the respective successors, indorsees, transferees and assigns of each Guaranteed Party (to the extent that the Obligations have been transferred and are owing to such successor, indorsee, transferee or assign in accordance with the applicable Agreement), until all the Obligations owing to each Guaranteed Party and the obligations of each Guarantor under this Guarantee, and the SCA Undertakings, shall have been satisfied by performance and undertaking in full. A Guarantor may merge with another entity or sell all or substantially all of its assets to another entity only if the successor entity delivers to the Guaranteed Party a written instrument unconditionally assuming and agreeing to perform all of such Guarantor's obligations under this Guarantee.
8. Reinstatement. This Guarantee shall be reinstated if at any time any payment of any Obligations must be returned by a Guaranteed Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the applicable Subsidiary or any Guarantor.
9. Payments. Each Guarantor agrees that the Obligations owing to each Guaranteed Party shall be paid to such Guaranteed Party in the currency and at the location specified in the applicable Agreements and any related Documents.
10. Representations and Warranties.
- (a) Each Guarantor and SCA represents and warrants that:
- (i) it is duly organized and validly existing under the laws of its jurisdiction of organization and has the power and authority and legal right to own and operate its property and to conduct the business in which it is currently engaged;
 - (ii) it has the power and authority and the legal right to execute and deliver, and to perform its obligations under, this Guarantee, and has taken all necessary action to authorize its execution, delivery and performance of this Guarantee, and this Guarantee has been duly executed by it;
 - (iii) this Guarantee constitutes a legal, valid and binding obligation of each Guarantor and the SCA Undertakings constitute legal, valid, and binding obligations of SCA, each enforceable in accordance with their terms, subject to the effects of bankruptcy, solvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and any implied covenant of good faith and fair dealing;
 - (iv) the execution, delivery and performance of this Guarantee and the SCA Undertakings contained herein will not violate or result in default under any applicable law, rule or regulation or any judgment, order or decree or agreement, instrument or undertaking applicable to either Guarantor or SCA and will not result in, or require, the imposition or creation of any lien on any of its properties or revenues pursuant to any of the foregoing, in each case in any material respect;
 - (v) no consent or authorization of, or filing or registration with, any governmental authority, and no consent of any other Person, is required in connection with the execution, delivery, performance, validity or enforceability of this Guarantee or the SCA

Undertakings contained herein, other than as may have been obtained or made and is in full force and effect;

- (vi) there are no laws in effect in the jurisdiction in which either Guarantor is organized and principally conducts its business that limit its maximum liability, except for laws limiting the ability of such Guarantor to incur liabilities that render it insolvent, unable to pay its debts as they become due or with insufficient or too small capital and except for laws requiring approvals, consents, authorizations or registrations that have been obtained or made (except where failure to obtain or make such approvals, consents, authorizations or registrations would not have a material adverse effect on the ability of such Guarantor to perform its obligations hereunder); and
 - (vii) it is not entitled to immunity from judicial proceedings and agrees that, in the event a Guaranteed Party brings any suit, action or proceeding in New York or in the Province of British Columbia to enforce any obligation or liability of either Guarantor arising, directly or indirectly, out of or relating to this Guarantee, no immunity from such suit, action or proceeding will be claimed by or on behalf of such Guarantor.
- (b) SCA further represents and warrants that it owns, directly or indirectly, substantially all of the capital stock of each of SARL and US and that the Subsidiaries are indirectly owned and controlled by SARL.
11. Undertakings of SCA. To further induce the Guaranteed Parties to enter into the Agreements and perform their respective obligations thereunder for the benefit of the Subsidiaries, SCA hereby covenants and warrants to the Guaranteed Parties at all times during the continuing existence of this Guarantee:
- (a) to cause each Guarantor to preserve, renew, and keep in full force and effect its legal existence and the respective rights, privileges and franchises necessary in the normal conduct of its business;
 - (b) to cause each Guarantor to honor and perform the provisions of the this Guarantee; and
 - (c) to directly or indirectly retain securities or other ownership interests in each Guarantor having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions.
12. Notices. All notices and demands to or upon either Guaranteed Party or either Guarantor or SCA to be effective shall be in writing (or by telex, fax or similar transmission) and shall be deemed to have been duly given or made (i) if delivered by hand or courier, when delivered or (ii) if given by mail, five calendar days after the date when deposited in the mails by certified or registered mail, or (iii) if by telex, fax or similar transmission, when sent and receipt has been confirmed, addressed as follows:
- (a) if to either Guaranteed Party, at its address or transmission number for notices provided in the applicable Agreement, or if no such address or transmission number is specified, then at such Guaranteed Party's main office; and
 - (b) if to a Guarantor or SCA, at its address or transmission number for notices set forth under its signature below.

A Guaranteed Party, a Guarantor or SCA may change its address and transmission numbers for notices and demands by giving notice in the manner provided in this Section 12.

13. Amendments in Writing; No Waiver; Cumulative Remedies.

- (a) Except as set forth in Section 6(b) above, none of the terms or provisions of this Guarantee may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Guarantors, SCA and at least one of the Guaranteed Parties.
- (b) A Guaranteed Party shall not by any act (except by a written instrument pursuant to Section 13(a)) or by any delay, indulgence or omission be deemed to have waived any right or remedy hereunder. No failure to exercise, nor any delay in exercising on the part of either Guaranteed Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege under this Guarantee shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. A waiver by either Guaranteed Party of any right or remedy on any occasion shall not be construed as a bar to any right or remedy that such Guaranteed Party would otherwise have on any future occasion.

14. Judgment. The obligations of each Guarantor under this Guarantee for an amount due to a Guaranteed Party shall, notwithstanding any judgment in a currency (the “judgment currency”) other than the currency in which such amount is denominated (the “original currency”), be discharged only to the extent that on the second business day following receipt by such Guaranteed Party of any sum in the judgment currency, such Guaranteed Party may, in accordance with normal banking procedures, purchase the original currency with the judgment currency. If the amount of the original currency so purchased is less than the amount originally due to such Guaranteed Party in the original currency, such Guarantor agrees, as a separate obligation and notwithstanding any such judgment, to pay to such Guaranteed Party the amount of such loss within 90 days after demand.

15. Submission To Jurisdiction; Waivers.

- (a) Each Guarantor and SCA irrevocably and unconditionally:
 - (i) submits for itself and its property in any legal action or proceeding relating to this Guarantee, or for recognition and enforcement of any judgment in respect of this Guarantee, to the non-exclusive general jurisdiction of the courts of the United States of America for the Southern District of New York and the Supreme Court of the State of New York located in the County and City of New York and to the non-exclusive general jurisdiction of the courts of the Province of British Columbia, and in each case the appellate courts thereto;
 - (ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court, and agrees not to plead or claim the same;
 - (iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Guarantor or to SCA as provided in Section 12;

- (iv) agrees that nothing in this Section shall affect the right of either Guaranteed Party to effect service of process in any other manner permitted by law or shall limit its right to sue in any other jurisdiction; and
 - (v) appoints Douglas G. Scrivner (the “Process Agent”) with an office at Accenture Ltd, 1661 Page Mill Road, Palo Alto, CA 94304, as its agent to receive on its behalf and its property service of copies of the summons and complaint and any other process which may be served in any action or proceeding in any court described in Section 15(a)(i) and agrees promptly to appoint a successor Process Agent in the United States of America (which successor Process Agent shall accept such appointment in a writing) prior to the termination for any reason of the appointment of the initial Process Agent or if the appointed Process Agent no longer maintains residence in the United States in a manner sufficient to act as Process Agent pursuant to applicable law.
- (b) In any action or proceeding in any court described in Section 15(a)(i), service may be made on either Guarantor and on SCA by delivering a copy of the summons and complaint and any other process to such Guarantor in care of the Process Agent at the Process Agent’s address and by depositing a copy of such process in the mails by certified or registered mail, addressed to such Guarantor as provided in Section 12. Each Guarantor and SCA irrevocably and unconditionally authorizes and directs the Process Agent to accept such service on its behalf. Each Guarantor and SCA agrees that, to the fullest extent permitted by applicable law, a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
 - (c) The consent to personal jurisdiction set forth herein shall be self operative and no further instrument or action, other than service of process as provided for herein, shall be necessary in order to confer jurisdiction upon either Guarantor or SCA in any such court.
 - (d) Provided that service of process is effected upon either Guarantor or upon SCA in the manner prescribed by law, each Guarantor and SCA irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise:
 - (i) any objection that it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding brought in any court mentioned in Section 15(a)(i) above;
 - (ii) any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum; or
 - (iii) any claim that it is not personally subject to the jurisdiction of the above-named courts.

Provided that service of process is effected upon either Guarantor or upon SCA in one of the manners herein specified in this Guarantee or as otherwise permitted by law, such Guarantor or SCA, as the case may be, agrees that final judgment from which such Guarantor or SCA has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court of competent jurisdiction shall be conclusive and binding upon such Guarantor or SCA, as the case may be, and may, so far as is permitted under applicable law, be enforced in the courts of any state or any Federal court and in any other courts to the jurisdiction of which such Guarantor or SCA is subject, including, without intending any limitation, as to such Guarantor or SCA, the courts of New York or the Province of British Columbia by a suit upon such judgment and that such Guarantor or SCA will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

16. Taxes. Any and all payments by the Guarantors hereunder shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding Taxes, provided that if any Guarantor shall be required by law to deduct any Taxes from or in respect of any sum payable to either Guaranteed Party hereunder (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) such Guaranteed Party will receive an amount equal to the sum it would have received had no such deductions been made, (ii) the Guarantors shall make such deductions and (iii) the Guarantors shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. In addition, the Guarantors agree to pay any Other Taxes with respect to this Guarantee. Within 30 days of any payment of Taxes, the Guarantors will furnish to the applicable Guaranteed Party the original or a certified copy of a receipt evidencing payment thereof. The Guarantors will indemnify each Guaranteed Party for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section) paid by it or any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted, within 30 days of such Guaranteed Party's request therefor. Without prejudice to the survival of any other agreement contained herein, Guarantors' agreements and obligations contained in this Section shall survive the payment in full of the Obligations and the termination or revocation of this Guarantee.
17. Waivers of Jury Trial. Each Guarantor and SCA irrevocably and unconditionally waives trial by jury in any legal action or proceeding relating to this Guarantee and for any counterclaim thereto.
18. Successors and Assigns; Representatives. This Guarantee shall be binding upon the successors and assigns of each Guarantor and the SCA Undertakings contained herein, including those set forth in Section 7(c) above, and shall inure to the benefit of each Guaranteed Party and its successors, indorsees, transferees and assigns. If any Guarantor or SCA is purchased by or merged with another entity, such Guarantor or SCA, as the case may be, shall notify such Guaranteed Party of such purchase or merger within thirty (30) days thereof. Either Guaranteed Party may be represented in giving any notices or asserting any rights under this Guarantee, by any trustee, agent or other similar representative on its behalf or on its behalf and others and, in such event, each reference to such Guaranteed Party shall, as appropriate, also be a reference to such trustee, agent or other representative.
19. Governing Law. This Guarantee shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York (without regard to conflicts of law principles).
20. Partial Invalidity. If any provision of this Guarantee or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Guarantee or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby and each provision of this Guarantee shall be valid and enforced to the fullest extent permitted by law.
21. Consideration. It is a condition of the grant, execution and delivery of the Agreements that each Guarantor and SCA execute and deliver this Guarantee. Each Guarantor acknowledges and agrees that the grant, execution and delivery of the Agreements by the Subsidiaries is in such Guarantor's best interests and such Guarantor expects to derive benefit therefrom. SCA acknowledges and agrees that the grant, execution and delivery of the Agreements by the Subsidiaries is in SCA's best interests and SCA expects to derive benefit therefrom. Each Guarantor and SCA makes this Guarantee knowing that the Guaranteed Parties shall rely on this Guarantee in entering into the

Agreements. Each Guarantor and SCA conclusively acknowledges that each Guaranteed Party's reliance hereon is in every respect justifiable and such Guarantor and SCA received adequate and fair equivalent value for this Guarantee.

[Signatures on the following pages]

ACCENTURE INTERNATIONAL SARL

By: _____

Name: Michael E. Hughes

Title: Manager

Address for Notices:

Accenture International SARL

1, Rue Guillaume Kroll

L-1882

Luxembourg

Fax: (352) 26 42 36 01

Attention: General Partner

ACCENTURE INC.

By: _____

Name: Harry L. You

Title: Authorized Officer

Address for Notices:

Accenture Inc.

The Corporation Trust Company

1209 Orange Street

Wilmington, DE 19801

(New Castle County)

ACCENTURE SCA

Represented by Accenture Ltd, as its general partner,
itself represented by its duly authorized signatory

By: _____

Name: Harry L. You

Title: Chief Financial Officer

Address for Notices:

Accenture SCA
1, Rue Guillaume Kroll
L-1882
Luxembourg
Fax: (352) 26 42 36 01
Attention: General Partner

with a copy to:

Accenture Ltd
1661 Page Mill Road
Palo Alto, CA 94304
Fax: (650) 213-2956
Attention: General Counsel
(or, if different, the then current principal business
address of the duly appointed General Counsel of
Accenture Ltd)

Agreements

Master Services Agreement, dated as of January 31, 2003, among Accenture Business Services of British Columbia Limited Partnership, Accenture Business Services General Partner Inc. and British Columbia Hydro and Power Authority.

Marketing Alliance Agreement, dated as of January 31, 2003, among Accenture Business Services of British Columbia Limited Partnership, Accenture Business Services General Partner Inc., Accenture Inc. (an Ontario corporation), and British Columbia Hydro and Power Authority.

Amended and Restated Limited Partnership Agreement of Accenture Business Services of British Columbia Limited Partnership, dated as of January 31, 2003, among Accenture Business Services General Partner Inc., as General Partner, Accenture Inc. (an Ontario corporation), as a Limited Partner, BCH Services Asset Corp., as a Limited Partner, and British Columbia Hydro and Power Authority, as Guarantor.

Master Transfer Agreement, dated as of January 31, 2003, among British Columbia Hydro and Power Authority, Westech Information Systems Inc., Accenture Business Services General Partner Inc. and Accenture Business Services of British Columbia Limited Partnership.