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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended November 30, 2024
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	Trading Symbol(s)	Name of each exchange on which registered
Class A ordinary shares, par value $0.0000225 per share	ACN	New York Stock Exchange

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 every Interactive Data File required to be submitted 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 such files). Yes ☑ No ☐

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

Large accelerated filer	☑	Accelerated filer	☐	Non-accelerated filer	☐
Smaller reporting company	☐	Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

The number of shares of the registrant's Class A ordinary shares, par value $0.0000225 per share, outstanding as of December 9, 2024 was 674,873,315 (which number includes 49,393,378 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 December 9, 2024 was 307,754.

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Part I — Financial Information
Item 1. Financial Statements

Consolidated Balance Sheets
November 30, 2024 and August 31, 2024

	November 30, 2024	August 31, 2024
ASSETS	*(Unaudited)*	
CURRENT ASSETS:		
Cash and cash equivalents	$ 8,306,055	$ 5,004,469
Short-term investments	5,150	5,396
Receivables and contract assets	14,574,637	13,664,847
Other current assets	2,312,495	2,183,069
Total current assets	**25,198,337**	**20,857,781**
NON-CURRENT ASSETS:		
Contract assets	128,981	120,260
Investments	371,507	334,664
Property and equipment, net	1,507,460	1,521,119
Lease assets	2,669,480	2,757,396
Goodwill	20,868,911	21,120,179
Deferred contract costs	893,898	862,140
Deferred tax assets	4,108,532	4,147,496
Intangibles	2,740,590	2,904,031
Other non-current assets	1,380,374	1,307,297
Total non-current assets	**34,669,733**	**35,074,582**
TOTAL ASSETS	**$ 59,868,070**	**$ 55,932,363**
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt and bank borrowings	$ 114,321	$ 946,229
Accounts payable	2,579,165	2,743,807
Deferred revenues	4,711,553	5,174,923
Accrued payroll and related benefits	6,602,324	7,050,833
Income taxes payable	863,673	719,084
Lease liabilities	709,964	726,202
Other accrued liabilities	1,605,968	1,615,049
Total current liabilities	**17,186,968**	**18,976,127**
NON-CURRENT LIABILITIES:		
Long-term debt	5,039,460	78,628
Deferred revenues	623,750	641,091
Retirement obligation	1,845,092	1,815,867
Deferred tax liabilities	453,066	428,845
Income taxes payable	1,366,759	1,514,869
Lease liabilities	2,282,652	2,369,490
Other non-current liabilities	967,900	939,198
Total non-current liabilities	**12,578,679**	**7,787,988**
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Ordinary shares, par value 1.00 euros per share, 40,000 shares authorized and issued as of November 30, 2024 and August 31, 2024	57	57
Class A ordinary shares, par value $0.0000225 per share, 20,000,000,000 shares authorized, 674,278,898 and 672,484,852 shares issued as of November 30, 2024 and August 31, 2024, respectively	15	15
Class X ordinary shares, par value $0.0000225 per share, 1,000,000,000 shares authorized, 307,754 shares issued and outstanding as of November 30, 2024 and August 31, 2024	—	—
Restricted share units	2,777,423	2,614,608
Additional paid-in capital	15,364,338	14,710,857
Treasury shares, at cost: Ordinary, 40,000 shares as of November 30, 2024 and August 31, 2024; Class A ordinary, 49,248,770 and 47,204,565 shares as of November 30, 2024 and August 31, 2024, respectively	(11,304,512)	(10,564,572)
Retained earnings	24,402,568	23,082,423
Accumulated other comprehensive loss	(2,049,394)	(1,554,742)
Total Accenture plc shareholders' equity	**29,190,495**	**28,288,646**
Noncontrolling interests	911,928	879,602
Total shareholders' equity	**30,102,423**	**29,168,248**
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	**$ 59,868,070**	**$ 55,932,363**

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

Consolidated Income Statements
For the Three Months Ended November 30, 2024 and 2023
(Unaudited)

	2024	2023
REVENUES:		
Revenues	$ 17,689,545	$ 16,224,303
OPERATING EXPENSES:		
Cost of services	11,866,716	10,776,362
Sales and marketing	1,811,109	1,709,891
General and administrative costs	1,063,243	1,033,499
Business optimization costs	—	139,664
Total operating expenses	**14,741,068**	**13,659,416**
OPERATING INCOME	**2,948,477**	**2,564,887**
Interest income	76,027	101,980
Interest expense	(30,042)	(14,495)
Other income (expense), net	(39,217)	(35,719)
INCOME BEFORE INCOME TAXES	**2,955,245**	**2,616,653**
Income tax expense	639,055	606,672
NET INCOME	**2,316,190**	**2,009,981**
Net income attributable to noncontrolling interests in Accenture Canada Holdings Inc.	(2,170)	(2,016)
Net income attributable to noncontrolling interests – other	(35,126)	(34,521)
NET INCOME ATTRIBUTABLE TO ACCENTURE PLC	**$ 2,278,894**	**$ 1,973,444**
Weighted average Class A ordinary shares:		
Basic	625,676,922	627,996,111
Diluted	634,656,410	637,398,361
Earnings per Class A ordinary share:		
Basic	$ 3.64	$ 3.14
Diluted	$ 3.59	$ 3.10
Cash dividends per share	$ 1.48	$ 1.29

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

Consolidated Statements of Comprehensive Income
For the Three Months Ended November 30, 2024 and 2023
(Unaudited)

	2024	2023
NET INCOME	$ 2,316,190	$ 2,009,981
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX:		
Foreign currency translation	(474,983)	68,192
Defined benefit plans	(15,758)	36,392
Cash flow hedges	(3,911)	11,302
OTHER COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO ACCENTURE PLC	**(494,652)**	**115,886**
Other comprehensive income (loss) attributable to noncontrolling interests	(10,093)	1,885
COMPREHENSIVE INCOME	**$ 1,811,445**	**$ 2,127,752**
COMPREHENSIVE INCOME ATTRIBUTABLE TO ACCENTURE PLC	**$ 1,784,242**	**$ 2,089,330**
Comprehensive income attributable to noncontrolling interests	27,203	38,422
COMPREHENSIVE INCOME	**$ 1,811,445**	**$ 2,127,752**

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

Consolidated Shareholders' Equity Statement
For the Three Months Ended November 30, 2024
(Unaudited)

	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, 2024	$57	40	$15	672,485	$—	308	$2,614,608	$14,710,857	$(10,564,572)	(47,245)	$23,082,423	$ (1,554,742)	$ 28,288,646	$ 879,602	$ 29,168,248
Net income											2,278,894		2,278,894	37,296	2,316,190
Other comprehensive income (loss)												(494,652)	(494,652)	(10,093)	(504,745)
Purchases of Class A shares								742	(897,395)	(2,528)			(896,653)	(742)	(897,395)
Share-based compensation expense							413,697	56,728					470,425		470,425
Purchases/redemptions of Accenture Canada Holdings Inc. exchangeable shares and Class X shares								(869)					(869)		(869)
Issuances of Class A shares for employee share programs				1,794			(284,465)	605,253	157,455	484	(491)		477,752	(385)	477,367
Dividends							33,583				(958,258)		(924,675)	(883)	(925,558)
Other, net								(8,373)					(8,373)	7,133	(1,240)
Balance as of November 30, 2024	**$57**	**40**	**$15**	**674,279**	**$—**	**308**	**$2,777,423**	**$15,364,338**	**$(11,304,512)**	**(49,289)**	**$24,402,568**	**$ (2,049,394)**	**$ 29,190,495**	**$ 911,928**	**$ 30,102,423**

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

Consolidated Shareholders' Equity Statement — (continued)
For the Three Months Ended November 30, 2023
(Unaudited)

	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, 2023	$57	40	$15	664,616	$—	325	$2,403,374	$12,778,782	$(7,062,512)	(36,391)	$19,316,224	$ (1,743,101)	$ 25,692,839	$ 765,754	$ 26,458,593
Net income											1,973,444		1,973,444	36,537	2,009,981
Other comprehensive income (loss)												115,886	115,886	1,885	117,771
Purchases of Class A shares								1,050	(1,188,289)	(3,810)			(1,187,239)	(1,050)	(1,188,289)
Share-based compensation expense							365,711	57,289					423,000		423,000
Purchases/redemptions of Accenture Canada Holdings Inc. exchangeable shares and Class X shares						(7)		(2,839)					(2,839)		(2,839)
Issuances of Class A shares for employee share programs				1,896			(245,342)	525,335	218,783	641	(21,751)		477,025	409	477,434
Dividends							29,279				(838,504)		(809,225)	(831)	(810,056)
Other, net								(6,140)					(6,140)	5,982	(158)
Balance as of November 30, 2023	**$57**	**40**	**$15**	**666,512**	**$—**	**318**	**$2,553,022**	**$13,353,477**	**$(8,032,018)**	**(39,560)**	**$20,429,413**	**$ (1,627,215)**	**$ 26,676,751**	**$ 808,686**	**$ 27,485,437**

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

Consolidated Cash Flows Statements
For the Three Months Ended November 30, 2024 and 2023
(Unaudited)

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 2,316,190	$ 2,009,981
Adjustments to reconcile Net income to Net cash provided by (used in) operating activities —		
Depreciation, amortization and other	569,340	521,400
Share-based compensation expense	470,425	423,000
Deferred tax expense (benefit)	59,222	(24,371)
Other, net	(19,903)	6,795
Change in assets and liabilities, net of acquisitions —		
Receivables and contract assets, current and non-current	(1,225,106)	(836,231)
Other current and non-current assets	(441,514)	(658,647)
Accounts payable	(124,399)	48,728
Deferred revenues, current and non-current	(313,397)	(510,391)
Accrued payroll and related benefits	(307,357)	(273,763)
Income taxes payable, current and non-current	50,891	85,142
Other current and non-current liabilities	(11,906)	(293,092)
Net cash provided by (used in) operating activities	**1,022,486**	**498,551**
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(152,205)	(68,933)
Purchases of businesses and investments, net of cash acquired	(241,560)	(788,025)
Proceeds from the sale of businesses and investments	5,270	—
Other investing, net	2,971	1,528
Net cash provided by (used in) investing activities	**(385,524)**	**(855,430)**
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of shares	477,367	477,434
Purchases of shares	(898,264)	(1,191,128)
Proceeds from debt	5,061,085	—
Repayments of debt	(931,885)	—
Cash dividends paid	(925,558)	(810,056)
Other financing, net	(30,997)	(28,163)
Net cash provided by (used in) financing activities	**2,751,748**	**(1,551,913)**
Effect of exchange rate changes on cash and cash equivalents	(87,124)	4,601
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	**3,301,586**	**(1,904,191)**
CASH AND CASH EQUIVALENTS, beginning of period	5,004,469	9,045,032
CASH AND CASH EQUIVALENTS, end of period	**$ 8,306,055**	**$ 7,140,841**
SUPPLEMENTAL CASH FLOW INFORMATION:		
Income taxes paid, net	$ 529,162	$ 563,359

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

1. Basis of Presentation

The accompanying unaudited interim Consolidated Financial Statements of Accenture plc and its controlled subsidiary companies have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") for quarterly reports on Form 10-Q and do not include all of the information and note disclosures required by U.S. generally accepted accounting principles ("U.S. GAAP") for complete financial statements. We use the terms "Accenture," "we" and "our" in the Notes to Consolidated Financial Statements to refer to Accenture plc and its subsidiaries. These Consolidated Financial Statements should therefore be read in conjunction with the Consolidated Financial Statements and Notes thereto for the fiscal year ended August 31, 2024 included in our Annual Report on Form 10-K filed with the SEC on October 10, 2024.

The accompanying unaudited interim Consolidated Financial Statements have been prepared in accordance with U.S. GAAP, which 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 we may undertake in the future, actual results may differ from those estimates. The Consolidated Financial Statements reflect all adjustments of a normal, recurring nature that are, in the opinion of management, necessary for a fair presentation of results for these interim periods. The results of operations for the three months ended November 30, 2024 are not necessarily indicative of the results that may be expected for the fiscal year ending August 31, 2025.

Allowance for Credit Losses—Client Receivables and Contract Assets

As of November 30, 2024 and August 31, 2024, the total allowance for credit losses recorded for client receivables and contract assets was $27,354 and $27,561, respectively. The change in the allowance is primarily due to immaterial write-offs and changes in gross client receivables and contract assets.

Investments

All available-for-sale securities and liquid investments with an original maturity greater than three months but less than one year are considered to be Short-term investments. Non-current investments consist of equity securities in privately-held companies and are accounted for using either the equity or fair value measurement alternative method of accounting (for investments without readily determinable fair values).

Our non-current investments are as follows:

	November 30, 2024	August 31, 2024
Equity method investments	$ 127,776	$ 128,634
Investments without readily determinable fair values	243,731	206,030
Total non-current investments	**$ 371,507**	**$ 334,664**

For investments in which we can exercise significant influence but do not control, we use the equity method of accounting. Equity method investments are initially recorded at cost and our proportionate share of gains and losses of the investee are included as a component of Other income (expense), net.

Depreciation and Amortization

As of November 30, 2024 and August 31, 2024, total accumulated depreciation was $2,752,886 and $2,713,855, respectively. See table below for a summary of depreciation on fixed assets, deferred transition amortization, intangible assets amortization and operating lease cost for the three months ended November 30, 2024 and 2023, respectively.

	Three Months Ended	
	November 30, 2024	November 30, 2023
Depreciation	$ 133,099	$ 133,245
Amortization - Deferred transition	85,324	98,491
Amortization - Intangible assets	160,214	111,631
Operating lease cost	186,529	175,014
Other	4,174	3,019
Total depreciation, amortization and other	**$ 569,340**	**$ 521,400**

New Accounting Pronouncements

On November 27, 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2023-07, Improvements to Reportable Segment Disclosures, which requires entities to enhance disclosures regarding their segments, including significant segment expenses. The ASU will be effective beginning with our annual fiscal 2025 financial statements and requires a retrospective method upon adoption. We are currently evaluating the impact of this standard on our segment disclosures.

On December 14, 2023, the FASB issued ASU No. 2023-09, Improvements to Income Tax Disclosures, which requires disclosure of disaggregated income taxes paid, prescribes standard categories for the components of the effective tax rate reconciliation, and modifies other income tax-related disclosures. The ASU will be effective beginning with our annual fiscal 2026 financial statements and allows for adoption on a prospective basis, with a retrospective option. We are in the process of assessing the impacts and method of adoption. This ASU will impact our income tax disclosures, but not our financial position or results of operations.

On November 4, 2024, the FASB issued ASU No. 2024-03, Disaggregation of Income Statement Expenses, which requires entities to disclose specified information about certain expenses in the notes to the financial statements, including employee compensation. The ASU will be effective beginning with our annual fiscal 2028 financial statements. We are currently evaluating the impact of this standard on our disclosures.

2. Revenues

Disaggregation of Revenue

See Note 12 (Segment Reporting) to these Consolidated Financial Statements for our disaggregated revenues.

Remaining Performance Obligations

We had remaining performance obligations of approximately $29 billion and $30 billion as of November 30, 2024 and August 31, 2024, respectively. Our remaining performance obligations represent the amount of transaction price for which work has not been performed and revenue has not been recognized. The majority of our contracts are terminable by the client on short notice with little or no termination penalties, and some without notice. Under Topic 606, only the non-cancelable portion of these contracts is included in our performance obligations. Additionally, our performance obligations only include variable consideration if we assess it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty is resolved. Based on the terms of our contracts, a significant portion of what we consider contract bookings is not included in our remaining performance obligations. We expect to recognize approximately 58% of our remaining performance obligations as of November 30, 2024 as revenue in fiscal 2025, an additional 20% in fiscal 2026, and the balance thereafter.

Contract Estimates

Adjustments in contract estimates related to performance obligations satisfied or partially satisfied in prior periods were immaterial for the three months ended November 30, 2024 and 2023.

Contract Balances

Deferred transition revenues were $623,750 and $641,091 as of November 30, 2024 and August 31, 2024, respectively, and are included in Non-current deferred revenues. Costs related to these activities are also deferred and are expensed as the services are provided. Deferred transition costs were $893,898 and $862,140 as of November 30, 2024 and August 31, 2024, respectively, and are included in Deferred contract costs. Generally, deferred transition costs are recoverable under the contract in the event of early termination 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.

The following table provides information about the balances of our Receivables and Contract assets, net of allowance, and Contract liabilities (Deferred revenues):

	November 30, 2024	August 31, 2024
Receivables	$ 12,590,544	$ 11,873,442
Contract assets (current)	1,984,093	1,791,405
Receivables and contract assets, net of allowance (current)	**14,574,637**	**13,664,847**
Contract assets (non-current)	128,981	120,260
Deferred revenues (current)	4,711,553	5,174,923
Deferred revenues (non-current)	623,750	641,091

Changes in the contract asset and liability balances during the three months ended November 30, 2024 were a result of normal business activity and not materially impacted by any other factors.

Revenues recognized during the three months ended November 30, 2024 that were included in Deferred revenues as of August 31, 2024 were $2.8 billion. Revenues recognized during the three months ended November 30, 2023 that were included in Deferred revenues as of August 31, 2023 were $2.8 billion.

3. Earnings Per Share

Basic and diluted earnings per share are calculated as follows:

	Three Months Ended	
	November 30, 2024	November 30, 2023
Basic earnings per share		
Net income attributable to Accenture plc	$ 2,278,894	$ 1,973,444
Basic weighted average Class A ordinary shares	625,676,922	627,996,111
Basic earnings per share	**$ 3.64**	**$ 3.14**
Diluted earnings per share		
Net income attributable to Accenture plc	$ 2,278,894	$ 1,973,444
Net income attributable to noncontrolling interests in Accenture Canada Holdings Inc. (1)	2,170	2,016
Net income for diluted earnings per share calculation	**$ 2,281,064**	**$ 1,975,460**
Basic weighted average Class A ordinary shares	625,676,922	627,996,111
Class A ordinary shares issuable upon redemption/exchange of noncontrolling interests (1)	595,837	641,659
Diluted effect of employee compensation related to Class A ordinary shares	8,185,818	8,492,332
Diluted effect of share purchase plans related to Class A ordinary shares	197,833	268,259
Diluted weighted average Class A ordinary shares (2)	**634,656,410**	**637,398,361**
Diluted earnings per share	**$ 3.59**	**$ 3.10**

(1) Diluted earnings per share assumes 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) The weighted average diluted shares outstanding for the calculation of diluted earnings per share excludes an immaterial amount of shares issuable upon the vesting of restricted stock units because their effects were antidilutive.

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:

	Three Months Ended	
	November 30, 2024	November 30, 2023
Foreign currency translation		
Beginning balance	$ (1,295,743)	$ (1,510,632)
Foreign currency translation	(486,087)	67,789
Income tax benefit (expense)	1,030	2,240
Portion attributable to noncontrolling interests	10,074	(1,837)
Foreign currency translation, net of tax	**(474,983)**	**68,192**
Ending balance	**(1,770,726)**	**(1,442,440)**
Defined benefit plans		
Beginning balance	(254,172)	(226,503)
Reclassifications into net periodic pension and post-retirement expense	(17,680)	44,294
Income tax benefit (expense)	1,907	(7,865)
Portion attributable to noncontrolling interests	15	(37)
Defined benefit plans, net of tax	**(15,758)**	**36,392**
Ending balance	**(269,930)**	**(190,111)**
Cash flow hedges		
Beginning balance	(4,827)	(5,966)
Unrealized gain (loss)	14,598	23,614
Reclassification adjustments into Cost of services	(7,477)	(10,600)
Income tax benefit (expense)	(11,036)	(1,701)
Portion attributable to noncontrolling interests	4	(11)
Cash flow hedges, net of tax	**(3,911)**	**11,302**
Ending balance (1)	**(8,738)**	**5,336**
Accumulated other comprehensive loss	**$ (2,049,394)**	**$ (1,627,215)**

(1) As of November 30, 2024, $25,149 of net unrealized gains related to derivatives designated as cash flow hedges is expected to be reclassified into Cost of services in the next twelve months.

5. Business Combinations

During the three months ended November 30, 2024, we completed individually immaterial acquisitions for total consideration of $184,871, net of cash acquired. The pro forma effects of these acquisitions on our operations were not material.

6. Goodwill and Intangible Assets

Goodwill

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

	August 31, 2024	Additions/ Adjustments	Foreign Currency Translation	November 30, 2024
Americas (1)	$ 11,960,650	$ 31,993	$ (33,777)	$ 11,958,866
EMEA	7,341,686	109,591	(307,796)	7,143,481
Asia Pacific (1)	1,817,843	842	(52,121)	1,766,564
Total	**$ 21,120,179**	**$ 142,426**	**$ (393,694)**	**$ 20,868,911**

(1) During the first quarter of fiscal 2025, our Latin America market unit moved from Growth Markets to North America. With this change, North America became the Americas market and Growth Markets became the Asia Pacific market. Prior period amounts have been reclassified to conform with the current period presentation.

Goodwill includes immaterial adjustments related to prior period acquisitions.

Intangible Assets

Our definite-lived intangible assets by major asset class are as follows:

	August 31, 2024			November 30, 2024		
Intangible Asset Class	**Gross Carrying Amount**	**Accumulated Amortization**	**Net Carrying Amount**	**Gross Carrying Amount**	**Accumulated Amortization**	**Net Carrying Amount**
Customer-related	$ 3,924,339	$ (1,336,679)	$ 2,587,660	$ 3,861,361	$ (1,412,787)	$ 2,448,574
Technology	335,845	(183,182)	152,663	338,271	(198,843)	139,428
Patents	120,457	(72,518)	47,939	118,339	(71,700)	46,639
Other	150,098	(34,329)	115,769	145,021	(39,072)	105,949
Total	**$ 4,530,739**	**$ (1,626,708)**	**$ 2,904,031**	**$ 4,462,992**	**$ (1,722,402)**	**$ 2,740,590**

Total amortization related to our intangible assets was $160,214 and $111,631 for the three months ended November 30, 2024 and 2023, respectively. Estimated future amortization related to intangible assets held as of November 30, 2024 is as follows:

Fiscal Year	**Estimated Amortization**
Remainder of 2025	$ 444,238
2026	534,917
2027	470,141
2028	435,618
2029	346,275
Thereafter	509,401
Total	**$ 2,740,590**

7. Shareholders' Equity

Dividends

Our dividend activity during the three months ended November 30, 2024 is as follows:

Dividend Payment Date	Dividend Per Share	Accenture plc Class A Ordinary Shares		Accenture Canada Holdings Inc. Exchangeable Shares		Total Cash Outlay
		Record Date	Cash Outlay	Record Date	Cash Outlay	
November 15, 2024	$ 1.48	October 10, 2024	$ 924,675	October 9, 2024	$ 883	$ 925,558

The payment of cash dividends includes the net effect of $33,583 of additional restricted stock units being issued as a part of our share plans, which resulted in 93,129 restricted share units being issued.

Subsequent Event

On December 18, 2024, the Board of Directors of Accenture plc declared a quarterly cash dividend of $1.48 per share on our Class A ordinary shares for shareholders of record at the close of business on January 16, 2025 payable on February 14, 2025.

8. Financial Instruments

Derivatives

In the normal course of business, we use derivative financial instruments to manage foreign currency exchange rate risk. Our derivative financial instruments consist of deliverable and non-deliverable foreign currency forward contracts.

Cash Flow Hedges

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 Statements during the period in which the hedged transaction is recognized. For information related to derivatives designated as cash flow hedges that were reclassified into Cost of services during the three months ended November 30, 2024 and 2023, as well as those expected to be reclassified into Cost of services in the next twelve months, see Note 4 (Accumulated Other Comprehensive Loss) to these Consolidated Financial Statements.

Other Derivatives

Realized gains or losses and changes in the estimated fair value of foreign currency forward contracts that have not been designated as hedges were net losses of $4,256 and $20,280 for the three months ended November 30, 2024 and 2023, respectively. Gains and losses on these contracts are recorded in Other income (expense), net in the Consolidated Income Statements 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 are as follows:

	November 30, 2024	August 31, 2024
Assets		
Cash Flow Hedges		
Other current assets	$ 55,013	$ 51,152
Other non-current assets	26,407	28,363
Other Derivatives		
Other current assets	34,707	39,733
Total assets	**$ 116,127**	**$ 119,248**
Liabilities		
Cash Flow Hedges		
Other accrued liabilities	$ 29,863	$ 29,247
Other non-current liabilities	25,371	35,346
Other Derivatives		
Other accrued liabilities	8,851	25,974
Total liabilities	**$ 64,085**	**$ 90,567**
Total fair value	**$ 52,042**	**$ 28,681**
Total notional value	**$ 14,707,184**	**$ 14,824,483**

We utilize standard counterparty master agreements containing provisions for the netting of certain foreign currency transaction obligations and for the set-off of certain obligations in the event of an insolvency of one of the parties to the transaction. In the Consolidated Balance Sheets, we record derivative assets and liabilities at gross fair value. The potential effect of netting derivative assets against liabilities under the counterparty master agreements is as follows:

	November 30, 2024	August 31, 2024
Net derivative assets	$ 83,615	$ 91,127
Net derivative liabilities	31,573	62,446
Total fair value	**$ 52,042**	**$ 28,681**

9. Borrowings and Indebtedness

On October 4, 2024, Accenture Capital Inc. (“Accenture Capital”), a wholly owned finance subsidiary of Accenture plc, issued $5 billion aggregate principal amount of senior unsecured notes. Net proceeds from the offering are being used for general corporate purposes, including repayment of outstanding commercial paper borrowings. Interest on the senior unsecured notes is payable semi-annually in arrears. Accenture Capital may redeem the senior unsecured notes at any time in whole, or from time to time, in part at specified redemption prices. Accenture plc and Accenture Capital are not subject to any financial covenants under the senior unsecured notes.

The following is a summary of total outstanding debt as of November 30, 2024 and August 31, 2024, respectively:

	November 30, 2024	August 31, 2024
Current portion of long-term debt and bank borrowings		
Commercial paper (1)	$ 99,446	$ 931,507
Other (2)	14,875	14,722
Total current portion of long-term debt and bank borrowings	**$ 114,321**	**$ 946,229**
Long-term debt		
Senior notes – 3.90% due 2027	$ 1,100,000	$ —
Senior notes – 4.05% due 2029	1,200,000	—
Senior notes – 4.25% due 2031	1,200,000	—
Senior notes – 4.50% due 2034	1,500,000	—
Total principal amount (3)	$ 5,000,000	$ —
Less: unamortized debt discount and issuance costs	(37,998)	—
Total carrying amount	**$ 4,962,002**	**$ —**
Other (2)	77,458	78,628
Total long-term debt	**$ 5,039,460**	**$ 78,628**

(1) The carrying amounts of the commercial paper as of November 30, 2024 and August 31, 2024 include the remaining principal outstanding of $100,000 and $935,000, respectively, net of total unamortized discounts of $554 and $3,493, respectively. The weighted-average effective interest rate for the commercial paper was 4.6% and 5.4% as of November 30, 2024 and August 31, 2024, respectively.

(2) Amounts primarily include finance lease liabilities.

(3) The total estimated fair value of our senior notes was $4.9 billion as of November 30, 2024. The fair value was determined based on quoted prices as of the last trading day of the first quarter of fiscal 2025 and is classified as Level 1 within the fair value hierarchy.

As of November 30, 2024, future principal payments for total outstanding debt, excluding finance leases, are summarized as follows:

Fiscal Year	Amount
Remainder of 2025	$ 100,000
2026	—
2027	—
2028	1,100,000
2029	—
Thereafter	3,900,000
Total	**$ 5,100,000**

As of November 30, 2024, we had the following borrowing facilities:

		Credit Facilities
Syndicated loan facility (1)	$	5,500,000
Separate, uncommitted, unsecured multicurrency revolving credit facilities (2)		1,917,931
Local guaranteed and non-guaranteed lines of credit (3)		281,345
Total	**$**	**7,699,276**

(1) This facility, which matures on May 14, 2029, provides unsecured, revolving borrowing capacity for general corporate purposes, including the issuance of letters of credit and short-term commercial paper. Borrowings under this facility will accrue interest at the applicable risk-free rate plus a spread. We continue to be in compliance with relevant covenant terms. The facility is subject to annual commitment fees.

(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 November 30, 2024 and August 31, 2024, 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 November 30, 2024 and August 31, 2024, we had no borrowings under these various facilities.

We had an aggregate of $1,242,317 and $1,269,178 of letters of credit outstanding and $100,000 and $935,000 (excluding unamortized discounts) of commercial paper outstanding as of November 30, 2024 and August 31, 2024, respectively. The amount of letters of credit and commercial paper outstanding reduces the available borrowing capacity under the facilities described above.

10. Income Taxes

We apply an estimated annual effective tax rate to our year-to-date operating results to determine the interim provision for income tax expense. In addition, we recognize taxes related to unusual or infrequent items or resulting from a change in judgment regarding a position taken in a prior year as discrete items in the interim period in which the event occurs.

Our effective tax rates for the three months ended November 30, 2024 and 2023 were 21.6% and 23.2%, respectively. The lower effective tax rate for the three months ended November 30, 2024 was primarily due to higher benefits from adjustments to prior year tax liabilities.

11. Commitments and Contingencies

Indemnifications and Guarantees

In the normal course of business and in conjunction with certain client engagements, we have entered into contractual arrangements through which we may be obligated to indemnify clients with respect to certain matters.

As of November 30, 2024 and August 31, 2024, our aggregate potential liability to our clients for expressly limited guarantees involving the performance of third parties was approximately $2,181,000 and $2,370,000, respectively, of which all but approximately $59,000 and $61,000, respectively, may be recovered from the other third parties if we are obligated to make payments to the indemnified parties as a consequence of a performance default by the other third parties. 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.

As of November 30, 2024 and August 31, 2024, we have issued or provided guarantees in the form of letters of credit and surety bonds of $1,692,529 ($1,514,492 net of recourse provisions) and $1,758,783 ($1,609,046 net of recourse provisions) respectively, the majority of which support certain contracts that require us to provide them as a guarantee of our performance. These guarantees are typically renewed annually and remain in place until the contractual obligations are satisfied. In general, we would only be liable for these guarantees in the event we defaulted in performing our obligations under each contract, the probability of which we believe is remote.

To date, we have not been required to make any significant payment under any of the arrangements described above. We have assessed the current status of performance/payment risk related to arrangements with limited guarantees, warranty obligations, unspecified limitations, indemnification provisions, letters of credit and surety bonds, and believe that any potential payments would be immaterial to the Consolidated Financial Statements, as a whole.

Legal Contingencies

As of November 30, 2024, we or our present personnel had been named as a defendant in various litigation matters. 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. Based on the present status of these matters, except as otherwise noted below, management believes the range of reasonably possible losses in addition to amounts accrued, net of insurance recoveries, will not have a material effect on our results of operations or financial condition.

On July 24, 2019, Accenture was named in a putative class action lawsuit filed by consumers of Marriott International, Inc. (“Marriott”) in the U.S. District Court for the District of Maryland. The complaint alleges negligence by us, and seeks monetary damages, costs and attorneys’ fees and other related relief, relating to a data security incident involving unauthorized access to the reservations database of Starwood Worldwide Resorts, Inc. (“Starwood”), which was acquired by Marriott on September 23, 2016. Since 2009, we have provided certain IT infrastructure outsourcing services to Starwood. On May 3, 2022, the court issued an order granting in part the plaintiffs’ motion for class certification, which we appealed. On August 17, 2023, the appeals court vacated the class certification and remanded the case to the district court for consideration of, among other things, the class action waiver signed by Starwood customer plaintiffs. On November 29, 2023, the district court reinstated the classes previously certified by the court in May 2022. We are appealing the district court’s decision. We continue to believe the lawsuit is without merit and we will vigorously defend it. At present, we do not believe any losses from this matter will have a material effect on our results of operations or financial condition.

After Accenture Federal Services (“AFS”) made a voluntary disclosure to the U.S. government, the U.S. Department of Justice (“DOJ”) initiated a civil and criminal investigation concerning whether one or more employees provided inaccurate submissions to an assessor who was evaluating on behalf of the U.S. government an AFS service offering and whether the service offering fully implemented required federal security controls. AFS is responding to an administrative subpoena and cooperating with DOJ’s investigation. This matter could subject us to adverse consequences, including civil and criminal penalties, including under the civil U.S. False Claims Act and/or other statutes, and administrative sanctions, such as termination of contracts, forfeiture of profits, suspension of payments, fines and suspensions or debarment from doing business with agencies of the U.S. government. We cannot at this time determine when or how this matter will be resolved or estimate the cost or range of costs that are reasonably likely to be incurred in connection with this matter.

12. Segment Reporting

Our reportable segments are our three geographic markets, which are the Americas, EMEA and Asia Pacific.

Information regarding reportable segments, industry groups and type of work is as follows:

	Revenues	
	Three Months Ended	
	November 30, 2024	November 30, 2023
Geographic Markets		
Americas (1)	$ 8,733,095	$ 8,026,972
EMEA	6,411,952	5,803,642
Asia Pacific (1)	2,544,498	2,393,689
Total Revenues	**$ 17,689,545**	**$ 16,224,303**
Industry Groups		
Communications, Media & Technology	$ 2,857,885	$ 2,669,448
Financial Services	3,168,835	3,033,578
Health & Public Service	3,812,609	3,377,466
Products	5,425,317	4,859,987
Resources	2,424,899	2,283,824
Total Revenues	**$ 17,689,545**	**$ 16,224,303**
Type of Work		
Consulting	$ 9,045,228	$ 8,456,506
Managed Services	8,644,317	7,767,797
Total Revenues	**$ 17,689,545**	**$ 16,224,303**

	Operating Income	
	Three Months Ended	
	November 30, 2024	November 30, 2023
Geographic Markets		
Americas (1)	$ 1,377,234	$ 1,292,981
EMEA	1,035,977	823,601
Asia Pacific (1)	535,266	448,305
Total Operating Income	**$ 2,948,477**	**$ 2,564,887**

(1) During the first quarter of fiscal 2025, our Latin America market unit moved from Growth Markets to North America. With this change, North America became the Americas market and Growth Markets became the Asia Pacific market. Prior period amounts have been reclassified to conform with the current period presentation.

Item 2. 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 Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K for the year ended August 31, 2024, and with the information under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended August 31, 2024.

We use the terms "Accenture," "we," "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 2025" means the 12-month period that will end on August 31, 2025. 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.

Disclosure Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q 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," "aspires," "expects," "intends," "plans," "projects," "believes," "estimates," "positioned," "outlook," "goal," "target," 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 those identified below.

Business Risks

- Our results of operations have been, and may in the future be, adversely affected by volatile, negative or uncertain economic and geopolitical conditions and the effects of these conditions on our clients' businesses and levels of business activity.
- Our business depends on generating and maintaining client demand for our services and solutions, including through the adaptation and expansion of our services and solutions in response to ongoing changes in technology and offerings, and a significant reduction in such demand or an inability to respond to the evolving technological environment could materially affect our results of operations.
- Risks and uncertainties related to the development and use of AI could harm our business, damage our reputation or give rise to legal or regulatory action.
- If we are unable to match people and their skills 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.
- We face legal, reputational and financial risks from any failure to protect client and/or Accenture data from security incidents or cyberattacks.
- The markets in which we operate are highly competitive, and we might not be able to compete effectively.
- Our ability to attract and retain business and employees may depend on our reputation in the marketplace.
- If we do not successfully manage and develop our relationships with key ecosystem partners or if we fail to anticipate and establish new alliances in new technologies, our results of operations could be adversely affected.

Financial Risks

- Our profitability could materially suffer due to pricing pressure, if we are unable to remain competitive, if our cost-management strategies are unsuccessful or if we experience delivery inefficiencies or fail to satisfy certain agreed-upon targets or specific service levels.
- Changes in our level of taxes, as well as audits, investigations and tax proceedings, or changes in tax laws or in their interpretation or enforcement, could have a material adverse effect on our effective tax rate, results of operations, cash flows and financial condition.
- Our results of operations could be materially adversely affected by fluctuations in foreign currency exchange rates.
- Our debt obligations could adversely affect our business and financial condition.
- Changes to accounting standards or in the estimates and assumptions we make in connection with the preparation of our consolidated financial statements could adversely affect our financial results.

Operational Risks

- As a result of our geographically diverse operations and our strategy to continue to grow in our key markets around the world, we are more susceptible to certain risks.
- If we are unable to manage the organizational challenges associated with our size, we might be unable to achieve our business objectives.
- We might not be successful at acquiring, investing in or integrating businesses, entering into joint ventures or divesting businesses.

Legal and Regulatory Risks

- Our business could be materially adversely affected if we incur legal liability.
- Our global operations expose us to numerous and sometimes conflicting legal and regulatory requirements, and violation of these regulations could harm our business.
- Our work with government clients exposes us to additional risks inherent in the government contracting environment.
- If we are unable to protect or enforce our intellectual property rights, or if our services or solutions infringe upon the intellectual property rights of others or we lose our ability to utilize the intellectual property of others, our business could be adversely affected.
- We are incorporated in Ireland and Irish law differs from the laws in effect in the United States and might afford less protection to our shareholders. We may also be subject to criticism and negative publicity related to our incorporation in Ireland.

For a more detailed discussion of these factors, see the information under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended August 31, 2024. 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 any forward-looking statements.

Overview

Accenture is a leading global professional services company, providing a broad range of services and solutions across Strategy & Consulting, Technology, Operations, Industry X and Song. We serve clients in three geographic markets: the Americas, EMEA (Europe, Middle East and Africa) and Asia Pacific. We combine our strength in technology and leadership in cloud, data and AI with unmatched industry experience, functional expertise and global delivery capability to help the world's leading businesses, governments and other organizations build their digital core, optimize their operations, accelerate revenue growth and enhance citizen services—creating tangible value at speed and scale.

Our results of operations are affected by economic conditions, including macroeconomic conditions, the overall inflationary environment and levels of business confidence. There continues to be significant economic and geopolitical uncertainty in many markets around the world, which has impacted and may continue to impact our business. These conditions have slowed the pace and level of client spending, particularly for smaller contracts with a shorter duration and for our consulting services. Clients continue to prioritize large-scale transformations, which convert to revenue over a longer period.

Key Metrics

Key metrics for the first quarter of fiscal 2025 compared to the first quarter of fiscal 2024 are included below. We have presented operating income, operating margin, effective tax rate and diluted earnings per share for the first quarter of fiscal 2024 on a non-GAAP or "adjusted" basis to exclude the impact of $140 million in business optimization costs recorded during the quarter, as discussed further in our Results of Operations.

- **Revenues of $17.7 billion,** an increase of 9% in U.S. dollars and 8% in local currency;
- **New bookings of $18.7 billion,** an increase of 1% in both U.S. dollars and local currency;
- **Operating margin of 16.7%,** compared to operating margin of 15.8% and adjusted operating margin of 16.7% in the first quarter of fiscal 2024;
- **Diluted earnings per share of $3.59,** a 16% increase over diluted earnings per share of $3.10 and a 10% increase over adjusted earnings per share of $3.27 in the first quarter of fiscal 2024; and
- **Cash returned to shareholders of $1.8 billion,** including dividends of $926 million and share purchases of $898 million.

Revenues

(in billions of U.S. dollars)		Three Months Ended November 30, 2024	Three Months Ended November 30, 2023	Percent Increase (Decrease) U.S. Dollars	Percent Increase (Decrease) Local Currency	Percent of Revenues for the Three Months Ended November 30, 2024	Percent of Revenues for the Three Months Ended November 30, 2023
Geographic Markets	Americas (1)	$ 8.7	$ 8.0	9 %	11 %	49 %	49 %
	EMEA	6.4	5.8	10	6	36	36
	Asia Pacific (1)	2.5	2.4	6	4	14	15
	Total Revenues	**$ 17.7**	**$ 16.2**	**9 %**	**8 %**	**100 %**	**100 %**
Industry Groups	Communications, Media & Technology	$ 2.9	$ 2.7	7 %	7 %	16 %	16 %
	Financial Services	3.2	3.0	4	4	18	19
	Health & Public Service	3.8	3.4	13	12	22	21
	Products	5.4	4.9	12	10	31	30
	Resources	2.4	2.3	6	6	14	14
	Total Revenues	**$ 17.7**	**$ 16.2**	**9 %**	**8 %**	**100 %**	**100 %**
Type of Work	Consulting	$ 9.0	$ 8.5	7 %	6 %	51 %	52 %
	Managed Services	8.6	7.8	11	11	49	48
	Total Revenues	**$ 17.7**	**$ 16.2**	**9 %**	**8 %**	**100 %**	**100 %**

Amounts in table may not total due to rounding.

(1) During the first quarter of fiscal 2025, our Latin America market unit moved from Growth Markets to North America. With this change, North America became the Americas market and Growth Markets became the Asia Pacific market. Prior period amounts have been reclassified to conform with the current period presentation.

Revenues for the first quarter of fiscal 2025 increased 9% in U.S. dollars and 8% in local currency compared to the first quarter of fiscal 2024. During the first quarter of fiscal 2025, revenue growth in local currency was very strong in the Americas, strong in EMEA and solid in Asia Pacific. We experienced local currency revenue growth that was very strong in Health & Public Service and Products, strong in Communications, Media & Technology and Resources and solid in Financial Services. Revenue growth in local currency was very strong in managed services and strong in consulting. The business environment is competitive, and we continue to experience lower pricing across the business. We define pricing as contract profitability or margin on the work that we sell.

In our consulting business, revenues for the first quarter of fiscal 2025 increased 7% in U.S. dollars and 6% in local currency compared to the first quarter of fiscal 2024. Consulting revenue growth in local currency for the first quarter of fiscal 2025 was driven by very strong growth in the Americas, solid growth in EMEA and modest growth in Asia Pacific. Our consulting revenue continues to be driven by helping our clients accelerate their reinvention, in particular technology, data, and AI led digital transformations. This includes moving to the cloud, embedding security and responsible AI across the enterprise and leveraging our change capabilities to help our clients build new skills and drive the successful adoption of new processes and technologies. In addition, clients continue to be focused on initiatives designed to deliver cost savings and supply chain and operational resilience, as well as projects to accelerate growth and improve customer experiences. While we continue to experience demand for these services, we are seeing a slower pace and level of client spending, particularly for smaller contracts with a shorter duration.

In our managed services business, revenues for the first quarter of fiscal 2025 increased 11% in both U.S. dollars and local currency compared to the first quarter of fiscal 2024. Managed services revenue growth in local currency for the first quarter of fiscal 2025 was driven by very strong growth in the Americas and EMEA, and solid growth in Asia Pacific. We continue to experience growing demand to assist clients with application modernization and maintenance, cloud enablement and cybersecurity-as-a-service. In addition, clients continue to be focused on transforming their operations through technology, data and AI, and leveraging our digital platforms and talent to drive productivity and operational cost savings.

As we are a global company, our revenues are denominated in multiple currencies and may be significantly affected by currency exchange rate fluctuations. While a significant portion of our revenues are in U.S. dollars, the majority of our revenues are denominated in other currencies, including the Euro, Japanese yen and U.K. pound. There continues to be volatility in foreign currency exchange rates. Unfavorable fluctuations in foreign currency exchange rates have had and could in the future have a material effect on our financial results. If the U.S. dollar weakens against other currencies, resulting in favorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be higher. If the U.S. dollar strengthens against other currencies, resulting in unfavorable currency translation, our revenues, revenue growth and results of operations in U.S. dollars may be lower. The U.S. dollar weakened against various currencies during the first quarter of fiscal 2025 compared to the first quarter of fiscal 2024, resulting in favorable currency translation and U.S. dollar revenue growth that was approximately 1% higher than our revenue growth in local currency. Assuming that exchange rates stay within recent ranges for the remainder of fiscal 2025, we estimate that our full fiscal 2025 revenue growth in U.S. dollars will be approximately 0.5% lower than our revenue growth in local currency.

People Metrics

Utilization	Workforce	Annualized Voluntary Attrition
91%	**799,000**	**12%**
consistent with the first quarter of fiscal 2024	compared to approximately 743,000 as of November 30, 2023	compared to 11% in the first quarter of fiscal 2024

Utilization for the first quarter of fiscal 2025 was 91%, consistent with the first quarter of fiscal 2024. We 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 and solutions, given that compensation costs are the most significant portion of our operating expenses. Our workforce, the majority of which serves our clients, increased to approximately 799,000 as of November 30, 2024, compared to approximately 743,000 as of November 30, 2023. The year-over-year increase in our workforce reflects demand for our services and solutions, as well as people added in connection with acquisitions.

For the first quarter of fiscal 2025, annualized attrition, excluding involuntary terminations, was 12%, up from 11% in the first quarter of fiscal 2024. We evaluate voluntary attrition, adjust levels of new hiring and use involuntary terminations as a means to keep our supply of skills and resources in balance with changes in client demand.

In addition, we adjust compensation to provide market relevant pay based on the skills of our people and locations where we operate. We also consider a variety of factors, including the macroeconomic environment, in making our decisions around pay and benefits. We strive to adjust pricing as well as drive cost and delivery efficiencies, such as changing the mix of people and utilizing technology, to reduce the impact of compensation increases on our margin and contract profitability.

Our ability to grow our revenues and maintain or increase our margin could be adversely affected if we are unable to: match people and skills with the types or amounts of services and solutions clients are demanding; recover or offset increases in compensation; deploy our employees globally on a timely basis; manage attrition; and/or effectively assimilate new employees.

New Bookings

(in billions of U.S. dollars)	Three Months Ended November 30, 2024	Three Months Ended November 30, 2023	Percent Increase (Decrease) U.S. Dollars	Percent Increase (Decrease) Local Currency
Consulting	$ 9.2	$ 8.6	7 %	6 %
Managed Services	9.5	9.8	(4)	(4)
Total New Bookings	**$ 18.7**	**$ 18.4**	**1 %**	**1 %**

We provide information regarding our new bookings, which include new contracts, including those acquired through acquisitions, as well as renewals, extensions and changes to existing contracts, because we believe doing so provides useful trend information regarding changes in the volume of our new business over time. New bookings can vary significantly quarter to quarter depending in part on the timing of the signing of a small number of large managed services contracts. The types of services and solutions clients are demanding and the pace and level of their spending may impact the conversion of new bookings to revenues. For example, managed services bookings, which are typically for multi-year contracts, generally convert to revenue over a longer period of time compared to consulting bookings.

Information regarding our new bookings is not comparable to, nor should it be substituted for, an analysis of our revenues over time. New bookings involve estimates and judgments. There are no third-party standards or requirements governing the calculation of bookings. We do not update our new bookings for material subsequent terminations or reductions related to bookings originally recorded in prior fiscal years. New 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 with little or no termination penalties, and some without notice. Only the non-cancelable portion of these contracts is included in our remaining performance obligations disclosed in Note 2 (Revenues) to our Consolidated Financial Statements under Item 1, “Financial Statements.” Accordingly, a significant portion of what we consider contract bookings is not included in our remaining performance obligations.

Results of Operations for the Three Months Ended November 30, 2024 Compared to the Three Months Ended November 30, 2023

Revenues

Revenues by geographic market, industry group and type of work are as follows:

(in millions of U.S. dollars)	Three Months Ended November 30, 2024	Three Months Ended November 30, 2023	Percent Increase (Decrease) U.S. Dollars	Percent Increase (Decrease) Local Currency
Geographic Markets				
Americas (1)	$ 8,733	$ 8,027	9 %	11 %
EMEA	6,412	5,804	10	6
Asia Pacific (1)	2,544	2,394	6	4
Total	**$ 17,690**	**$ 16,224**	**9 %**	**8 %**
Industry Groups				
Communications, Media & Technology	$ 2,858	$ 2,669	7 %	7 %
Financial Services	3,169	3,034	4	4
Health & Public Service	3,813	3,377	13	12
Products	5,425	4,860	12	10
Resources	2,425	2,284	6	6
Total	**$ 17,690**	**$ 16,224**	**9 %**	**8 %**
Type of Work				
Consulting	$ 9,045	$ 8,457	7 %	6 %
Managed Services	8,644	7,768	11	11
Total	**$ 17,690**	**$ 16,224**	**9 %**	**8 %**

Amounts in table may not total due to rounding.

(1) During the first quarter of fiscal 2025, our Latin America market unit moved from Growth Markets to North America. With this change, North America became the Americas market and Growth Markets became the Asia Pacific market. Prior period amounts have been reclassified to conform with the current period presentation.

Geographic Markets

The following revenues commentary discusses the primary drivers of local currency revenue changes by geographic market for the first quarter of fiscal 2025 compared to the first quarter of fiscal 2024:

- Americas revenues increased 11% in local currency, led by growth in Industrial, Software & Platforms, Banking & Capital Markets and Consumer Goods, Retail & Travel Services. Revenue growth was driven by the United States, as well as Argentina, which continued to grow in local currency due primarily to hyperinflation.
- EMEA revenues increased 6% in local currency, led by growth in Public Service, Life Sciences and Health, partially offset by a decline in Banking & Capital Markets. Revenue growth was driven by the United Kingdom and Italy, partially offset by a decline in France.
- Asia Pacific revenues increased 4% in local currency, led by growth in Utilities, Industrial and Health, partially offset by a decline in Chemicals & Natural Resources. Revenue growth was driven by Japan, partially offset by declines in Singapore and Australia.

Operating Expenses

Operating expenses for the first quarter of fiscal 2025 increased $1,082 million, or 8%, compared to the first quarter of fiscal 2024, and decreased as a percentage of revenues to 83.3% from 84.2% during this period.

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 people serving our clients, which consists mainly of compensation, subcontractor and other payroll costs, and non-payroll costs such as facilities, technology and travel. Cost of services includes a variety of activities such as: contract delivery; recruiting and training; software development; and integration of acquisitions. Sales and marketing costs are driven primarily by compensation costs for business development activities; marketing- and advertising-related activities; and certain acquisition-related costs. General and administrative costs primarily include costs for people that are non-client-facing, information systems, office space and certain acquisition-related costs.

Operating expenses by category are as follows:

	Three Months Ended				
(in millions of U.S. dollars)	November 30, 2024		November 30, 2023		Increase (Decrease)
Operating Expenses	**$ 14,741**	**83.3 %**	**$ 13,659**	**84.2 %**	**$ 1,082**
Cost of services	11,867	67.1	10,776	66.4	1,090
Sales and marketing	1,811	10.2	1,710	10.5	101
General and administrative costs	1,063	6.0	1,033	6.4	30
Business optimization costs	—	—	140	0.9	(140)

Amounts in table may not total due to rounding.

Cost of Services

Cost of services for the first quarter of fiscal 2025 increased $1,090 million, or 10%, over the first quarter of fiscal 2024, and increased as a percentage of revenues to 67.1% compared to 66.4% during this period. Gross margin for the first quarter of fiscal 2025 decreased as a percentage of revenues to 32.9% from 33.6% during the first quarter of fiscal 2024. The decrease in gross margin was primarily due to higher subcontractor costs and the impact of our business optimization actions which reduced severance costs in gross margin during the first quarter of fiscal 2024.

Sales and Marketing

Sales and marketing expense for the first quarter of fiscal 2025 increased $101 million, or 6%, over the first quarter of fiscal 2024, and decreased as a percentage of revenues to 10.2% from 10.5% during this period primarily due to lower labor costs.

General and Administrative Costs

General and administrative costs for the first quarter of fiscal 2025 increased $30 million, or 3%, over the first quarter of fiscal 2024, and decreased as a percentage of revenues to 6.0% from 6.4% during this period primarily due to lower labor costs, partially offset by an increase in non-payroll costs.

Business Optimization Costs

During the second quarter of fiscal 2023, we initiated actions to streamline our operations, transform our non-billable corporate functions and consolidate our office space to reduce costs. We recorded a total of $1.5 billion related to these actions, primarily for employee severance, which have been completed as of August 31, 2024.

Non-GAAP Financial Measures

We have presented operating income, operating margin, effective tax rate and diluted earnings per share on a non-GAAP or "adjusted" basis excluding the business optimization costs recorded in fiscal 2024 as we believe doing so facilitates understanding as to the impact of this item and our performance in comparison to the prior periods. While we believe that this non-GAAP financial information is useful in evaluating our 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.

Operating Income and Operating Margin

Operating income and operating margin for each of the geographic markets are as follows:

	Three Months Ended				
	November 30, 2024		November 30, 2023		
(in millions of U.S. dollars)	Operating Income	Operating Margin	Operating Income	Operating Margin	Increase (Decrease)
Americas (1)	$ 1,377	16 %	$ 1,293	16 %	$ 84
EMEA	1,036	16	824	14	212
Asia Pacific (1)	535	21	448	19	87
Total	**$ 2,948**	**16.7 %**	**$ 2,565**	**15.8 %**	**$ 384**

Amounts in table may not total due to rounding.

(1) During the first quarter of fiscal 2025, our Latin America market unit moved from Growth Markets to North America. With this change, North America became the Americas market and Growth Markets became the Asia Pacific market. Prior period amounts have been reclassified to conform with the current period presentation.

Operating income for the first quarter of fiscal 2025 increased $384 million, or 15%, compared with the first quarter of fiscal 2024. Operating margin for the first quarter of fiscal 2025 was 16.7%, compared with 15.8% for the first quarter of fiscal 2024.

Geographic Markets

We estimate that the aggregate percentage impact of foreign currency exchange rates on our operating income during the first quarter of fiscal 2025 was similar to that disclosed for revenue for each geographic market. Additionally, costs associated with our business optimization actions did not impact fiscal 2025 operating income as the actions were completed in fiscal 2024. The commentary below provides insight into other factors affecting geographic market performance and operating income for the first quarter of fiscal 2025 compared with the first quarter of fiscal 2024:

- Americas operating income increased primarily due to revenue growth, partially offset by a decline in contract profitability.
- EMEA operating income increased primarily due to revenue growth, partially offset by a decline in consulting contract profitability.
- Asia Pacific operating income increased primarily due to revenue growth, partially offset by a decline in contract profitability.

Operating Income and Operating Margin Excluding Fiscal 2024 Business Optimization Costs (Non-GAAP)

The business optimization costs reduced operating margin for the first quarter of fiscal 2024 by 90 basis points. Operating margin for the first quarter of fiscal 2025 remained flat compared to adjusted operating margin for the first quarter of fiscal 2024 of 16.7%.

	Three Months Ended						
	November 30, 2024		November 30, 2023				
(in millions of U.S. dollars)	Operating Income (GAAP)	Operating Margin (GAAP)	Operating Income (GAAP)	Business Optimization (1)	Operating Income (Non-GAAP)	Operating Margin (Non-GAAP)	Increase (Decrease)
Americas (2)	$ 1,377	16 %	$ 1,293	$ 50	$ 1,343	17 %	$ 34
EMEA	1,036	16	824	71	894	15	142
Asia Pacific (2)	535	21	448	19	467	20	68
Total	**$ 2,948**	**16.7 %**	**$ 2,565**	**$ 140**	**$ 2,705**	**16.7 %**	**$ 244**

Amounts in tables may not total due to rounding.

(1) Costs recorded in connection with our business optimization initiatives, primarily for employee severance.

(2) During the first quarter of fiscal 2025, our Latin America market unit moved from Growth Markets to North America. With this change, North America became the Americas market and Growth Markets became the Asia Pacific market. Prior period amounts have been reclassified to conform with the current period presentation.

Interest Income

Interest income for the first quarter of fiscal 2025 was $76 million, a decrease of $26 million, or 25%, from the first quarter of fiscal 2024. The decrease was primarily due to lower interest rates and a lower average cash balance.

Income Tax Expense

The effective tax rates for the first quarter of fiscal 2025 and 2024 were 21.6% and 23.2%, respectively. The lower effective tax rate was primarily due to higher benefits from adjustments to prior year tax liabilities.

Income Tax Expense Excluding Fiscal 2024 Business Optimization Costs (Non-GAAP)

The business optimization costs of $140 million and related reduction in tax expense of $34 million had an immaterial impact on our adjusted effective tax rate for the first quarter of fiscal 2024.

Earnings Per Share

Diluted earnings per share were $3.59 for the first quarter of fiscal 2025, compared with $3.10 for the first quarter of fiscal 2024. For information regarding our earnings per share calculations, see Note 3 (Earnings Per Share) to our Consolidated Financial Statements under Item 1, “Financial Statements.”

Earnings Per Share Excluding Fiscal 2024 Business Optimization Costs (Non-GAAP)

The business optimization costs of $106 million, net of related taxes, decreased diluted earnings per share by $0.17 for the first quarter of fiscal 2024. Adjusted diluted earnings per share were $3.27 for the first quarter of fiscal 2024.

	Three Months Ended
November 30, 2023 As Reported	**$ 3.10**
Business optimization costs	0.22
Tax effect of business optimization costs (1)	(0.05)
November 30, 2023 As Adjusted	**$ 3.27**
November 30, 2024 As Reported	**$ 3.59**

(1) The income tax effect of business optimization costs includes both the current and deferred income tax impact and was calculated by using the relevant tax rate of the country where the adjustments were recorded.

The increase in diluted earnings per share for the first quarter of fiscal 2025 compared to adjusted diluted earnings per share for the first quarter of fiscal 2024 was due to the following factors:

	Three Months Ended
November 30, 2023 As Adjusted	**$ 3.27**
Higher revenue and operating results	0.29
Lower effective tax rate	0.07
Lower share count	0.01
Lower non-operating income	(0.05)
November 30, 2024 As Reported	**$ 3.59**

Liquidity and Capital Resources

As of November 30, 2024, Cash and cash equivalents was $8.3 billion, compared with $5.0 billion as of August 31, 2024.

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

	Three Months Ended		
(in millions of U.S. dollars)	**November 30, 2024**	**November 30, 2023**	**Change**
Net cash provided by (used in):			
Operating activities	$ 1,022	$ 499	$ 524
Investing activities	(386)	(855)	470
Financing activities	2,752	(1,552)	4,304
Effect of exchange rate changes on cash and cash equivalents	(87)	5	(92)
Net increase (decrease) in cash and cash equivalents	**$ 3,302**	**$ (1,904)**	**$ 5,206**

Amounts in table may not total due to rounding.

Operating activities: The $524 million increase in operating cash flows was primarily due to higher net income and changes in operating assets and liabilities.

Investing activities: The $470 million decrease in cash used was primarily due to lower spending on business acquisitions. For additional information, see Note 5 (Business Combinations) to our Consolidated Financial Statements under Item 1, "Financial Statements."

Financing activities: The $4,304 million increase in financing cash flows was primarily due to net proceeds from borrowings. For additional information, see Note 9 (Borrowings and Indebtedness) to our Consolidated Financial Statements under Item 1, "Financial Statements."

We believe that our current and longer-term working capital, investments and other general corporate funding requirements will be satisfied for the next twelve months and thereafter through cash flows from operations and, to the extent necessary, from our borrowing facilities and future financial market activities.

Substantially all of our cash is held in jurisdictions where there are no regulatory restrictions or material tax effects on the free flow of funds. Domestic cash inflows for our Irish parent, principally dividend distributions from lower-tier subsidiaries, have been sufficient to meet our historic cash requirements, and we expect this to continue into the future.

Borrowings and Indebtedness

On September 30, 2024, we filed a registration statement on Form S-3, pursuant to which Accenture plc's wholly owned finance subsidiaries Accenture Capital and Accenture Global Capital DAC may issue debt securities. As of November 30, 2024, we had outstanding long-term debt in the form of senior unsecured notes issued by Accenture Capital in an aggregate principal amount of $5 billion, which mature from 2027 through 2034. Accenture plc fully and unconditionally guarantees these notes, as well as all future debt securities that may be issued by these entities.

For additional information regarding our outstanding borrowings, credit facilities and other debt, see Note 9 (Borrowings and Indebtedness) to our Consolidated Financial Statements under Item 1, "Financial Statements."

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 and Accenture Canada Holdings Inc. exchangeable shares held by current and former members of Accenture Leadership and their permitted transferees.

Our share purchase activity during the three months ended November 30, 2024 is as follows:

	Accenture plc Class A Ordinary Shares		Accenture Canada Holdings Inc. Exchangeable Shares	
(in millions of U.S. dollars, except share amounts)	**Shares**	**Amount**	**Shares**	**Amount**
Open-market share purchases (1)	2,174,686	$ 771	—	$ —
Other share purchase programs	—	—	2,375	1
Other purchases (2)	353,046	126	—	—
Total	**2,527,732**	**$ 897**	**2,375**	**$ 1**

(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 the three months ended November 30, 2024, 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.

We intend to continue to use a significant portion of cash generated from operations for share repurchases during the remainder of fiscal 2025. 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 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.

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.

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 11 (Commitments and Contingencies) to our Consolidated Financial Statements under Item 1, "Financial Statements."

Significant Accounting Policies

See Note 1 (Basis of Presentation) to our Consolidated Financial Statements under Item 1, "Financial Statements."

Item 3. Quantitative and Qualitative Disclosures About Market Risk

During the three months ended November 30, 2024, there were no material changes to the information on market risk exposure disclosed in our Annual Report on Form 10-K for the year ended August 31, 2024. For a discussion of our market risk associated with foreign currency risk, interest rate risk and equity investment risk as of August 31, 2024, see “Quantitative and Qualitative Disclosures About Market Risk” in Part II, Item 7A, of our Annual Report on Form 10-K for the year ended August 31, 2024.

For additional information regarding our outstanding borrowings, credit facilities and other debt, see Note 9 (Borrowings and Indebtedness) to our Consolidated Financial Statements under Item 1, “Financial Statements.”

Item 4. 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.

Changes in Internal Control Over Financial Reporting

There has been no change in our internal control over financial reporting that occurred during the first quarter of fiscal 2025 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Part II — Other Information

Item 1. Legal Proceedings

The information set forth under "Legal Contingencies" in Note 11 (Commitments and Contingencies) to our Consolidated Financial Statements under Part I, Item 1, "Financial Statements," is incorporated herein by reference.

Item 1A. Risk Factors

For a discussion of our potential risks and uncertainties, see the information under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended August 31, 2024 (the "Annual Report"). There have been no material changes to the risk factors disclosed in our Annual Report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Purchases of Accenture plc Class A Ordinary Shares

The following table provides information relating to our purchases of Accenture plc Class A ordinary shares during the first quarter of fiscal 2025.

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)
September 1, 2024 — September 30, 2024	723,155	$ 343.18	687,457	$ 6,458
October 1, 2024 — October 31, 2024	981,930	363.53	780,817	6,175
November 1, 2024 — November 30, 2024	822,647	355.28	706,412	5,922
Total (4)	**2,527,732**	**$ 355.02**	**2,174,686**	

(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 first quarter of fiscal 2025, we purchased 2,174,686 Accenture plc Class A ordinary shares under this program for an aggregate price of $771 million. The open-market purchase program does not have an expiration date.

(3) As of November 30, 2024, our aggregate available authorization for share purchases and redemptions was $5,922 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 November 30, 2024, the Board of Directors of Accenture plc has authorized an aggregate of $54.1 billion for share purchases and redemptions by Accenture plc and Accenture Canada Holdings Inc.

(4) During the first quarter of fiscal 2025, Accenture purchased 353,046 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.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Trading Arrangements

The table below summarizes the terms of trading arrangements adopted or terminated by our executive officers or directors during the first quarter of fiscal 2025. All of the trading arrangements listed below are intended to satisfy the affirmative defense conditions of Rule 10b5-1(c).

Name	Title	Date of Adoption or Termination	Duration of Plan (1)	Aggregate number of Class A ordinary shares to be sold pursuant to the trading agreement (2)
Melissa Burgum	Chief accounting officer	Adopted on October 21, 2024	January 19, 2025 - October 24, 2025	3,400
John Walsh	Chief operating officer	Adopted on October 24, 2024	January 22, 2025 - October 24, 2025	15,000

(1) Each plan will expire on the earlier of the expiration date or the completion of all transactions under the trading arrangement.

(2) The actual number of shares sold will depend on the vesting of certain performance-based equity awards and the number of shares withheld by Accenture to satisfy its income tax withholding obligations, and may vary from the approximate number provided.

Item 6. Exhibits

Exhibit Index:

Exhibit Number	Exhibit
3.1	Amended and Restated Memorandum and Articles of Association of Accenture plc (incorporated by reference to Exhibit 3.1 to Accenture plc's 8-K filed on February 7, 2018)
10.1	Accenture LLP Leadership Separation Benefits Plan (filed herewith)
31.1	Certification of the Principal Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
31.2	Certification of the Principal Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith)
32.1	Certification of the Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
32.2	Certification of the Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith)
101	The following financial information from Accenture plc's Quarterly Report on Form 10-Q for the quarterly period ended November 30, 2024, formatted in Inline XBRL: (i) Consolidated Balance Sheets as of November 30, 2024 (Unaudited) and August 31, 2024, (ii) Consolidated Income Statements (Unaudited) for the three months ended November 30, 2024 and November 30, 2023, (iii) Consolidated Statements of Comprehensive Income (Unaudited) for the three months ended November 30, 2024 and November 30, 2023, (iv) Consolidated Shareholders' Equity Statement (Unaudited) for the three months ended November 30, 2024 and November 30, 2023, (v) Consolidated Cash Flows Statements (Unaudited) for the three months ended November 30, 2024 and November 30, 2023 and (vi) the Notes to Consolidated Financial Statements (Unaudited)
104	The cover page from Accenture plc's Quarterly Report on Form 10-Q for the quarterly period ended November 30, 2024, formatted in Inline XBRL (included as Exhibit 101)

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: December 19, 2024

ACCENTURE PLC

By:	/s/ Angie Park
Name:	Angie Park
Title:	Chief Financial Officer
	(Principal Financial Officer and Authorized Signatory)

ACCENTURE LLP
LEADERSHIP SEPARATION BENEFITS PLAN

PLAN DOCUMENT AND
SUMMARY PLAN DESCRIPTION

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INTRODUCTION

The Accenture LLP Leadership Separation Benefits Plan (the "Plan") is a plan maintained by Accenture LLP that provides Separation Benefits to eligible Managing Directors of Accenture LLP (and those of its Affiliates that have adopted the Plan with Accenture's consent, including Accenture Federal Services). The Plan only applies to eligible Managing Directors; other employees may be covered by a different plan. This summary explains the main features of the Plan as in effect for individuals notified of their termination on or after the Restated Effective Date.

This document serves as both the Summary Plan Description for the Plan and the official Plan document. It explains the principal terms of the Plan in non-technical language. In the event of a conflict between the Plan and any other communications, the terms of the Plan will govern.

Capitalized terms used in the Plan are defined in a Glossary of Terms at the end of this document. To better understand your rights under the Plan, you should familiarize yourself with those terms.

The term "you" as used in the Plan refers to an employee who is eligible for the Plan or a Participant, as the context dictates. Receipt of this document does not guarantee that the recipient is in fact an eligible employee or a Participant under the Plan.

YOUR ELIGIBILITY FOR SEPARATION BENEFITS

To be eligible for the Plan, you must meet all the described requirements. Employees who are eligible for Separation Benefits are called "Participants."

You will become a Participant if (1) you are on Accenture's regular payroll in the United States as a Managing Director or a Senior Managing Director on your Termination Date, (2) your employment with Accenture is involuntarily terminated, including a mutual managed departure, for reasons other than Cause (as determined by Accenture in its sole discretion), and (3) you submit (and do not later revoke) a signed Separation Agreement to Accenture by the stated deadline (as further described below). In addition, you will become a Participant if (i) following expiration of your extended medical leave, you are still disabled and unable to return to work, with or without a reasonable accommodation, and your employment is terminated pursuant to Policy 1018 as a result, and (ii) you submit (and do not later revoke) a signed Separation Agreement to Accenture by the stated deadline (as further described below). Even if you meet either set of these requirements, you will not be eligible for benefits under the Plan if any of the following applies to you:

- your employment agreement, offer letter, separation agreement, release agreement, settlement agreement or other written agreement with Accenture (or an Affiliate) clearly states that you are ineligible for benefits under the Plan, provided that members of the Global Management Committee (GMC) will continue to be eligible for the COBRA Payment and Professional Outplacement Services under the Plan, subject to any limits that apply under the terms of the Standardized Severance benefit applicable to GMC;

- you are offered a Comparable Position with Accenture (or an Affiliate) prior to your Termination Date;
- you initiate the termination of your employment with Accenture, including but not limited to your informing Accenture – either verbally or in writing -- of your intent to end your employment with Accenture on a specific or unknown future date, resignation, voluntary termination following a change in the terms and conditions of your employment, job abandonment, disability, death, and inability or unwillingness to meet fundamental requirements for your position;
- prior to your Termination Date, you receive an offer of employment by a service provider, vendor, client, successor contractor or independent contractor of Accenture in a Comparable Position that primarily involves providing the same services that you were providing to/on behalf of Accenture;
- After receiving notice of employment termination, but while still employed, you fail to: (i) exhibit professional conduct in the workplace; (ii) adhere to all Accenture practices and policies; (iii) perform your regular job duties and responsibilities in accordance with required performance standards; (iv) successfully transition job activities; or (v) cooperate with Accenture personnel in matters relating to your position or termination;
- you request to return to employment with Accenture following a leave of absence, and Accenture determines that there are no available positions for which you are qualified; provided, however, this provision will not apply to you if you are returning from an extended medical leave, a leave of absence which has a legally-protected status (such as Family and Medical Leave Act (FMLA) leave) or a leave of absence that is otherwise treated as protected by Accenture (such as future 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), you are offered a position with the other party to the transaction (or one of its affiliates) prior to your Termination Date;
- you fail to comply with the conditions below under “Return of Accenture Property/Time Reports;”
- after receiving notice from Accenture that your employment is being terminated, you resign prior to your Termination Date;
- you are an employee of an employer that has not adopted the Plan, including, but not limited to, Accenture Flex LLC;
- you participate in the Enhanced Equity and Retirement Benefits for SMDs;
- you are classified as an intern, a contractor or a temporary employee;

- you are a Puerto Rico resident and your employment terminates for "Just Cause" as defined by Puerto Rico law for reasons other than closing of operations, technological or reorganizational changes and/or reductions in force (residents of Puerto Rico may be eligible for legislatively-required severance outside of the terms of this Plan); or

- you fail to comply with any condition set forth in the Plan.

Though employees terminated for "Cause" are not eligible for Plan benefits, residents of Puerto Rico still may be eligible for legislatively-required severance payments, provided the circumstances of the separation do not meet the definition of "Just Cause" under P.R. Act No. 80.

Individuals performing services for Accenture who are not on Accenture's regular payroll (e.g., independent contractors and staffing agency employees) are not eligible for Separation Benefits, regardless of any subsequent reclassification as an employee or joint employee of Accenture.

All determinations of eligibility for the Plan will be made by Accenture in its sole discretion.

SEPARATION AGREEMENT REQUIREMENT

You will be required to sign a Separation Agreement and all other documentation, which may include a document titled "Amendment to Restricted Share Unit and Other Grant Agreements" to become a Participant and receive Separation Benefits, provided that your status as a Participant will not be effective until any revocation rights that may apply to your signed Separation Agreement have expired. You are advised to consult a personal attorney to review the Separation Agreement.

You must submit a signed Separation Agreement to Accenture not earlier than your Termination Date and not after the deadline set forth in the Separation Agreement. You may have a right to revoke the Separation Agreement. If such a right exists, it will be indicated 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. If you choose not to submit a signed Separation Agreement to Accenture or if you effectively revoke the signed Separation Agreement, you will still terminate employment as of your Termination Date but will not be a Participant and will not be eligible to receive Separation Benefits. As noted above, Separation Agreements will not be accepted prior to your 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 returned to Accenture using Adobe Sign or such other method specified in the Separation Agreement.

In the event you breach the provisions of the Separation Agreement, the payment of Separation Benefits will cease and Accenture will exercise, and the employee will be bound by, the remedies provided in the Separation Agreement.

SEPARATION BENEFITS PROVIDED UNDER THE PLAN

If you satisfy the Plan's eligibility requirements, you will become a Participant. Participants will receive Separation Benefits consisting of Separation Pay (including a COBRA Payment) and Professional Outplacement Services, each as described below.

Separation Pay

The amount of Separation Pay that a Participant is entitled to receive depends upon the circumstances of their termination (i.e., whether they terminate for Performance Reasons), as described below.

Standard Package

Each Participant terminated other than for Performance Reasons is entitled to receive Separation Pay consisting of (1) a base benefit, (2) a variable benefit based on the Participant's Years of Service, subject to a maximum set forth below, and (3) a COBRA Payment (more fully described below), as set forth in the table below.

Base Benefit	Variable Benefit	COBRA Payment
6 Months of Pay	1 Week of Pay for each complete Year of Service (rounded down to last complete Year of Service), but not to exceed 8 Weeks of Pay	$12,000

Performance Package

Each Participant terminated for Performance Reasons is entitled to receive Separation Pay consisting of (1) a base benefit, and (2) a COBRA payment, as set forth below:

Base Benefit	COBRA Payment
4 Months of Pay	$8,000

In all cases, any Separation Pay payable to you under the Plan under a Standard Package or a Performance Package will be reduced dollar for dollar by any amount required to be paid to you by the federal Worker Adjustment and Retraining Notification (WARN) Act and/or any state or local law that is similar to the federal WARN Act.

COBRA Payment

The COBRA Payment will be paid whether or not the Participant is enrolled for coverage in the Active Medical 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 otherwise comply with the terms and conditions that apply.

Professional Outplacement Services

Each Participant, including a Participant terminated for Performance Reasons, is entitled to participate in a Managing Director Professional Outplacement Services program to be provided by an outside firm selected by Accenture. Each Participant will 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 after 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 revocation period. 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.

PAYMENT TIMING

Unless otherwise required by law and except as provided in the following sentence, Separation Pay will 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). If a Participant dies before receiving full payment of their Separation Pay, remaining unpaid amounts will be paid to their estate.

SHORT TERM DISABILITY WAGE REPLACEMENT

As of their Termination Date, if a Participant (1) is receiving short-term disability wage replacement benefits, (2) is approved to receive short-term disability wage replacement benefits but has not yet commenced, or (3) has started the process to receive or extend short-term disability wage replacement benefits for an event that has occurred or is to occur no later than thirty (30) days following their Termination Date and Accenture determines that they are eligible for such benefit, the Participant's Separation Pay will include additional Base Pay (as described below) for the lesser of (i) the number of weeks (if any) of disability wage replacement benefits occurring after the Termination Date the Participant is scheduled to receive, or (ii) eight weeks, and their COBRA Payment will be increased by the same number of weeks. If the number of weeks in (or remaining in) the Participant's short-term disability wage replacement benefits after the Termination Date is not known prior to the payment of their Separation Pay, they will receive eight weeks of Base Pay. For purposes of this paragraph only, "Base Pay" is determined by Accenture in accordance with Accenture's short-term disability wage replacement benefit, as set forth under the U.S. Leaves of Absence Policy (1018), as amended from time to time.

MATERNITY LEAVE / PARENTAL CAREGIVER LEAVE WAGE REPLACEMENT

As of their Termination Date, if a Participant is on, or has submitted a request for, but has not yet begun, maternity leave and/or parental leave under Parental Leave: Birth, Adoption and Surrogacy Policy (1491) and Accenture determines that they are eligible for such leave, their Separation Pay also will include an amount equal to their Base Pay (as described below) for the number of weeks to which the Participant would otherwise be entitled under the policy following their Termination Date, and their COBRA Payment will be increased by the same number of weeks. For purposes of this paragraph only, "Base Pay" is determined by Accenture in accordance with Policy 1491, as amended from time to time. If the Participant is aligned to the Puerto Rico location, any amount owed under this paragraph will be reduced by any payment the Participant already received for maternity leave and/or parental leave under Policy 1491.

If a Participant satisfies the requirements to receive additional benefits under both the provision above titled, "Short Term Disability Wage Replacement," and the provision titled, "Maternity Leave / Parental Caregiver Leave Wage Replacement," the Participant will receive benefits only under the provision that provides the greater benefit and will not be eligible for benefits under the provision that provides the lesser benefit. If the benefits are the same under each provision, the Participant will receive the benefits under "Short Term Disability Wage Replacement."

RETURN OF ACCENTURE PROPERTY/TIME REPORTS

As a condition of becoming a Participant and receiving Separation Benefits under the Plan, you must (1) return to Accenture all Accenture property (e.g., building keys, credit cards, documents and records, identification cards, office equipment, portable computers, parking cards, computer drives) and (2) return to Accenture's clients all client property (e.g., building keys, credit cards, documents and records, identification cards, office equipment, portable computers, mobile phones, parking cards, computer drives). Any Accenture property and client property must be returned no later than your Termination Date, or such later date as expressly agreed to by Accenture. The following are also pre-conditions of receiving Separation Benefits:

- The balance of any expense against your Accenture personnel number must be zero.
- You must submit final time reports and all outstanding expense receipts.
- The unpaid balance of any Accenture-related credit cards or credit accounts issued to you, including a Corporate American Express card, must be zero. If you have a credit card or credit account balance, Accenture may require either: (1) payment of the outstanding balance within 60 days of the Termination Date; or (2) deduction of the outstanding balance from the Separation Benefits, to the extent permitted by applicable law.

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 Plan 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 Plan by the amount, if any, that the Participant owes Accenture (or an Affiliate).

IMPACT OF REEMPLOYMENT ON SEPARATION BENEFITS

If you accept a job offer from Accenture or an Affiliate – or, as a result of an exception to Policy 1420, you become a Contractor with Accenture or an Affiliate – after your Termination Date, and the date you begin employment or the contracting engagement (such date, the "Start Date"), as applicable, occurs prior to expiration of the Separation Pay Period, your entitlement to Separation Benefits will be affected as follows:

- ***Start Date Prior to Payment*** - If your Start Date occurs before your Separation Pay has been paid to you, your Separation Pay but not the COBRA Payment will be reduced to an amount equal to the number of weeks that passed from your Termination Date to your Start Date, and you will not be entitled to Professional Outplacement Services.

- ***Start Date After Payment*** - If your Start Date occurs after your Separation Pay has been paid to you, you must repay to Accenture a prorated amount of your Separation Pay within 15 days following your Start Date, but not the COBRA Payment or the cost of any Professional Outplacement Services. The amount of your Separation Pay you are required to repay is equal to the total number of weeks represented by your Separation Pay less the number of full weeks that passed from your Termination Date to your Start Date. Accenture, in its sole discretion, reserves the right to decide not to require repayment.

Note: If the Plan Administrator, in its sole discretion, determines that your new position is not a Comparable Position, the provisions above will apply to you, but you will be permitted to receive and retain 50% of the Separation Pay otherwise payable to you based on the chart above, and the full COBRA Payment.

For purposes of this section, the following rules apply: (1) "Separation Pay" means your Base Benefit and your Variable Benefit, and (2) each month of your Base Benefit is treated as representing 4 weeks.

REPAYMENTS AND FORFEITURES

Notwithstanding any other provision of the Plan, a Participant is required to reimburse Accenture for the full amount of Separation Benefits received by the Participant under the Plan 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, the Participant will immediately forfeit any right to benefits under the Plan that have not yet been paid. Accenture will take such steps as it deems necessary or desirable to enforce the provisions of this subsection.

OTHER PLANS

The Plan supersedes and replaces all other severance or separation plans, programs, policies, or practices of Accenture, other than the Accenture United States Separation Benefits Plan.

Separation Benefits (if any) will not be included as eligible compensation for purposes of any of Accenture's pay-based benefits, such as 401(k), profit sharing, retirement, life insurance, and long-term disability.

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 Plan limits 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.

PLAN ADMINISTRATION

Accenture LLP is responsible for the administration and operation of the Plan. Accenture LLP is the Plan's "plan administrator" and "named fiduciary" (within the meaning of such terms under ERISA).

Accenture LLP may adopt from time to time such rules as may be necessary or desirable for the proper and efficient administration of the Plan and as are consistent with the terms of the Plan. These rules will be applied on a uniform basis to similarly situated individuals.

In administering the Plan, Accenture LLP has the authority, exercisable in its sole discretion, to construe and interpret the provisions of the Plan 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 Plan. Any decisions made by Accenture are final and conclusive with respect to all questions concerning the Plan and are binding on all parties.

Accenture may delegate to one or more of its employees or other persons the responsibility for performing certain of Accenture's duties under the terms of the Plan and may seek such expert advice as Accenture deems reasonably necessary with respect to the Plan.

BENEFIT DETERMINATIONS

No benefits will be provided to any individual under the Plan unless Accenture LLP decides in its sole discretion that the individual is entitled to benefits under the Plan.

AMENDMENT / TERMINATION

Accenture LLP reserves the right in its sole discretion to amend or terminate the Plan at any time by a written instrument adopted by an authorized officer or employee of Accenture LLP.

No employee, officer, director, or agent of Accenture has the authority to alter, vary or modify the terms of the Plan, except by means of an authorized written amendment to the Plan. No verbal or written representations contrary to the terms of the Plan and its written amendments are binding upon Accenture or the Plan.

NO ASSIGNMENT

Separation Benefits are not to be subject to anticipation, alienation, pledge, sale, transfer, assignment, garnishment, attachment, execution, encumbrance, levy, or lien, and any attempt to cause such benefits to be so subjected will not be recognized, except to the extent required by applicable law or otherwise set forth in the Plan.

NO EMPLOYMENT RIGHTS

The Plan does not confer employment rights upon any person. No person is entitled, by virtue of the Plan, to remain in the employ of Accenture or to be rehired, and nothing in the Plan restricts the right of Accenture to terminate the employment of any person at any time.

NO ADDITIONAL BENEFITS RIGHTS

Neither eligibility for, nor participation in, the Plan gives any employee a right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

PLAN FUNDING

The Plan does not confer on any Participant (or any other individual) any right in or title to any assets, funds, or property of Accenture. Any benefits payable under the Plan are unfunded obligations of Accenture and will be paid from Accenture's general assets.

PLAN TYPE / APPLICABLE LAW

The Plan is an unfunded welfare benefit plan for purposes of 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).

The Plan is governed and will be construed in accordance with ERISA. To the extent not superseded by ERISA or other federal law, the laws of the state of Illinois will apply to the Plan.

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 Plan. Benefits under the Plan 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 Plan or requested by Accenture.

WORDING

Where the context permits, words in the plural will include the singular, and the singular will include the plural.

MISTAKE OF FACT

Any mistake of fact or misstatement of fact will be corrected when it becomes known and proper adjustment made by reason thereof. A Participant must repay to Accenture any benefits paid under this Plan by mistake of fact or law.

SEVERABILITY

In the event any provision of the Plan is held to be illegal or invalid for any reason, such illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if such illegal or invalid provisions had never been included in the Plan.

WITHHOLDING

Accenture reserves the right to withhold from any amounts payable under this Plan all federal, state, city, and local taxes as are 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. Any amounts you owe to Accenture may be deducted from your Separation Benefits, subject to applicable law.

BENEFIT CLAIMS PROCEDURES

You do not need to apply for benefits under the Plan. However, if you wish to file a claim for benefits, you (or your authorized representative) may make a claim by filing a written description of your claim with Accenture LLP within 180 days of your Termination Date. Accenture LLP will notify you in writing if your claim is granted. If your claim is denied, Accenture LLP will notify you of its decision, setting forth the specific reasons for the denial, references to the Plan 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 you within 90 days (or 180 days if warranted by special circumstances) after Accenture LLP received your claim.

You (or your authorized representative) may request a review of a complete or partial denial of your claim for benefits. Any such request must be in writing and must be received by Accenture LLP within 60 days after you received the notice of the denial of your claim. You will be entitled to review pertinent Plan documents and submit written issues and comments to Accenture LLP. Within 60 days (or 120 days if warranted by special circumstances) after Accenture LLP receives your request for review, Accenture LLP will furnish you with written notice of its decision, setting forth the specific reasons for the decision and references to the pertinent Plan provisions on which the decision is based.

You (or your authorized representative) may not challenge a decision of Accenture LLP in court or in any other administrative proceeding unless you have complied with the claim and appeal procedures described above and such procedures have been completed. If your claim for benefits is finally denied by Accenture LLP, you may only bring suit in court (or other administrative proceeding) if you file such action within 120 days after the date of the final denial of your claim by Accenture LLP. No action at law or in equity shall be brought to recover benefits under this Plan until the appeal rights herein provided have been exercised and the Plan benefits requested in such appeal have been denied in whole or in part.

RIGHTS UNDER ERISA

Each Participant in the Plan is entitled to certain rights and protections under ERISA. ERISA provides that Participants will be entitled to:

- Examine, without charge, at Accenture LLP's offices, all documents governing the Plan, and a copy of the latest annual report (Form 5500 series) filed by Accenture LLP 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 LLP, obtain copies of documents governing the operation of the Plan, a copy of the latest annual report (Form 5500 series), and an updated summary plan description. Accenture LLP 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 Plan. The people who operate the Plan, called "fiduciaries" of the Plan, 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 their 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 Plan documents or the Plan's latest annual report from Accenture LLP and such person does not receive them within thirty days, they may file suit in a federal court. In such case, the court may require Accenture LLP to provide the requested materials and pay such person up to $110 per day until they receive the materials, unless the materials were not sent because of reasons beyond the control of Accenture LLP. If a person has a claim for benefits which is denied or ignored, in whole or in part, they may file suit in a state or federal court. If it should happen that the fiduciaries misuse a plan's money, or if an individual is discriminated against for asserting their rights, they 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 Plan, they should contact Accenture LLP. If that person has any questions about this statement or about ERISA, they 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.	Restated Effective Date	November 1, 2024
c.	Plan Year	January 1 – December 31
d.	Plan Number	702
e.	Type of Plan	The Plan is an employee welfare benefit plan as defined in Section 3(1) of ERISA.
f.	Plan Sponsor	Accenture LLP 500 W. Madison St. Chicago, IL 60661
g.	Plan Sponsor's Identification No.	72-0542904
h.	Plan Administrator	Accenture LLP 500 W. Madison St. Chicago, IL 60661 Attn: Toni L. Corban (973) 301-1350
i.	Agent for Service of Legal Process	General Counsel c/o Robert F. Goldman Accenture LLP 500 W. Madison St. Chicago, IL 60661
j.	Separation Agreements/Notices	Signed Separation Agreements or revocation notices should be sent to Accenture using Adobe Sign or such other method specified in the Separation Agreement. Any other notices or documents required to be given or filed with Accenture under the Plan will be properly given or filed if delivered or mailed, by registered mail, postage prepaid, to the Plan Administrator at the address above.

CERTIFICATE OF ADOPTION

WHEREAS, Accenture LLP desires to adopt and maintain this restated Accenture LLP Leadership Separation Benefits Plan (the "Plan") for the benefit of its eligible employees, effective as of the Restated Effective Date.

NOW, THEREFORE, Accenture LLP, acting through its duly authorized representative, hereby restates the Plan, effective as of the Restated Effective Date, in its entirety in the form included hereto.

Katherine L. Clifford
Executive Director HR – North America

GLOSSARY OF TERMS

“Accenture” means Accenture LLP and those of its Affiliates that have adopted the Plan with Accenture’s consent. Accenture LLP is the sponsor and administrator of the Plan.

“Active Medical Plan” means any or all of the Participating Medical Plan, Participating Dental Plan and Participating Vision Plan under the Accenture United States Group Health Plan, as amended from time to time.

“Affiliate” means an entity directly or indirectly controlling, controlled by, or under common control with, Accenture or any other entity in which Accenture or an Affiliate has an interest and which has been designated as an Affiliate by Accenture, in its sole discretion. Examples of Affiliates include, but are not limited to, Accenture Federal Services, Avanade, and certain joint ventures set up by Accenture.

“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 above under “Separation Benefits Provided under the Plan”), Base Salary of a Participant classified by Accenture as a part-time employee as of their Termination Date will reflect the part-time percentage in effect on their Termination Date.

“Cause” means “cause” as defined in any employment agreement then in effect between an employee and Accenture or an Affiliate, or if not defined therein, or if there is no such agreement, ”Cause” means the employee’s (i) embezzlement, misappropriation of corporate funds, or other 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 employee knows or should know could harm the business or reputation of Accenture or an Affiliate; (iv) failure to comply or adhere to Accenture’s or an Affiliate’s policies; (v) continued failure to meet performance standards as determined by Accenture or an Affiliate; or (vi) violation of any statutory, contractual, or common law duty or obligation to Accenture or an Affiliate, including, without limitation, the duty of loyalty and obligations under any employment agreement or its incorporated exhibits. The determination of the existence of Cause will be made by Accenture in good faith, and such determination is conclusive for purposes of the Plan.

“COBRA Continuation Coverage” means continued coverage after your Termination Date under the Active Medical 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 in the same metropolitan area as the employee’s current position, and (ii) has compensation and benefits (in the aggregate) that are comparable to the aggregate compensation and benefits of the eligible employee’s current position. Notwithstanding the foregoing, if you change organizational unit but remain in the same role, you will be considered in a Comparable Position, even if it results in a change to your benefits and/or compensation.

“Deficient Performance” means, as determined by Accenture in its sole discretion, an employee has (i) demonstrated significant performance deficiencies which have been documented, (ii) been given a written action plan for improving their performance, (iii) been given written documentation that describes the consequences of the individual’s failure to address deficiencies in their performance, or (iv) failed or been unwilling to meet job requirements, including but not limited to requirements related to travel. The term “Deficient Performance” excludes any reason determined by Accenture to constitute “Cause.”

“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 12.

“Performance Reasons” means the Managing Director was terminated for Deficient Performance.

“Plan” means this Accenture LLP Leadership Separation Benefits Plan.

“Professional Outplacement Services” means the professional outplacement services that a Participant is entitled to receive (in addition to Separation Pay) in consideration for executing and, where applicable, not revoking, the Separation Agreement.

“Separation Agreement” means the agreement (in the form provided and approved by Accenture) that an eligible employee must execute, return to Accenture and not revoke (if revocation rights apply) in order to become a Participant.

“Separation Benefits” means the benefits to which a Participant is entitled under the terms of the Plan upon executing and, where applicable, not revoking, the Separation Agreement.

“Separation Pay” mean the base benefit, variable benefit and COBRA Payment that a Participant is entitled to receive (in addition to Professional Outplacement Services) in consideration for executing and, where applicable, not revoking the Separation Agreement.

“Separation Pay Period” means the period equal to the total number of weeks represented by your Base Benefit and your Variable Benefit, provided that each month of your Base Benefit is treated as representing 4 weeks.

“Termination Date” means the date specified by Accenture for termination of an employee’s employment with Accenture.

“Week of Pay” means the amount determined by dividing a Participant’s annual Base Salary by 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 (a) the Participant’s most recent date of hire with a business entity which Accenture or an Affiliate acquired, or (b) the Participant’s last date of hire with Accenture or an Affiliate (based on the applicable payroll records) and ending on their Termination Date, unless otherwise noted in the Participant’s offer letter or employment agreement. Periods of service prior to a Participant’s last date of hire with the acquired entity, Accenture or an Affiliate, as applicable, will not be counted for purposes of the Plan, unless otherwise noted in the Participant’s offer letter or employment agreement. Years of Service will not include accrued but unused PTO, vacation time, sick leave, personal time, or any other paid or unpaid time off. Only complete Years of Service are counted as Years of Service. Participants are credited with their employment period with Affiliates when immediately joining Accenture (i.e., without any employment gap between the two companies), and such Participants are considered to have an unbroken service record with Accenture for purposes of the Plan.

Exhibit 31.1

PRINCIPAL EXECUTIVE OFFICER CERTIFICATION

I, Julie Sweet, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Accenture plc for the period ended November 30, 2024, 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: December 19, 2024

/s/ Julie Sweet

Julie Sweet
Chief Executive Officer of Accenture plc
(principal executive officer)

Exhibit 31.2

PRINCIPAL FINANCIAL OFFICER CERTIFICATION

I, Angie Park, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Accenture plc for the period ended November 30, 2024, 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: December 19, 2024

/s/ Angie Park

Angie Park
Chief Financial Officer of Accenture plc
(principal financial officer)

Exhibit 32.1

Certification of the Principal 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 Quarterly Report of Accenture plc (the "Company") on Form 10-Q for the period ended November 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Julie Sweet, 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: December 19, 2024

/s/ Julie Sweet
Julie Sweet
Chief Executive Officer of Accenture plc
(principal executive officer)

Exhibit 32.2

Certification of the Principal 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 Quarterly Report of Accenture plc (the "Company") on Form 10-Q for the period ended November 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Angie Park, 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: December 19, 2024

/s/ Angie Park
Angie Park
Chief Financial Officer of Accenture plc
(principal financial officer)