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ANNEX A: Seller Declaration

This Deed Poll is made on **12 August 2025**

BY

Accenture Australia Pty Ltd (ABN 49 096 776 895) (the **Seller**)

IN FAVOUR OF

the Commonwealth of Australia as represented by the Australian Electoral Commission (ABN 21 133 285 851) (the **Buyer**).

Recitals

A The Buyer has issued a Request for Quote Number RFQ-CM-11257 (**RFQ**) for the provision of an ICT Delivery Partner for the Funding and Disclosure (**FAD**) Reform Program (the **Services**), and the Seller is responding to the RFQ.

B In responding to the RFQ, the Seller makes the following declaration (**Seller Declaration**).

It is agreed as follows.

1. Definitions and Interpretation

1.1 Capitalised terms not defined in this Seller Declaration have the meaning given in the RFQ or the Head Agreement referenced in the RFQ.

1.2 Headings are for convenience only and do not affect interpretation.

1.3 The following rules apply unless the context requires otherwise:

(a) the singular includes the plural, and the converse also applies;

(b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(c) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;

(d) a reference to a clause or schedule is a reference to a clause of, or schedule to, this Seller Declaration;

(e) a reference to an agreement or Document (including a reference to this Seller Declaration) is to the agreement or Document as amended, supplemented, novated or replaced;

(f) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(g) a reference to a right or obligation of any two (2) or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two (2) or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for

example, a representation or warranty by that party is given by each of them separately); and

(h) the rule of interpretation does not apply to this Seller Declaration to the detriment of a party because that party was responsible for the drafting of this Seller Declaration or any part of it.

2. Benefit of this Seller Declaration

2.1 The Seller acknowledges and agrees that the representations and warranties in this Seller Declaration are given for the benefit of, and may be relied upon and enforced by, the Buyer and that the person(s) executing this Seller Declaration is (are) duly authorised to execute this Seller Declaration on behalf of the Seller.

3. Unauthorised Information in Quotes

3.1 The Seller represents and warrants that its Quote has not been prepared with the benefit of the Seller (including its Seller Personnel, representatives or advisors):

(a) receiving improper assistance of current or former officers, employees, advisors or contractors of the AEC;

(b) using information improperly obtained or otherwise obtained in breach of an obligation of confidentiality, including under section 122.4 of the *Criminal Code Act 1995* (Cth) or the *Public Service Act 1999* (Cth);

(c) engaging in misleading or deceptive conduct in, or in relation to, its Quote or the RFQ process;

(d) engaging in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Seller or any other person in connection with the preparation or lodgement of its Quote or the RFQ process;

(e) attempting to solicit information from or influence improperly any current or former Buyer Personnel, contractors or representatives of the Buyer, or violate any applicable laws or Commonwealth policies in relation to unlawful inducements in connection with the preparation or lodgement of its Quote or the RFQ process;

(f) permitting, without the Buyer's prior written consent, any current or former Buyer Personnel, contractors or representatives to contribute to its Quote or participate in any activity relating to the RFQ process, if that person was involved at any time in planning or managing the RFQ process;

(g) approaching any Buyer Personnel, Minister or Commonwealth officer other than in the manner set out in the RFQ;

(h) improperly obtaining Confidential Information; or

(i) otherwise acting in an unethical or improper manner or contrary to any law.

4. Conflicts of Interest

4.1 The Seller represents and warrants that, having made all reasonable enquiries:

(a) apart from any existing Conflict of Interest disclosed in its Attachment 3 – Technical Response Forms at the date of submitting this Quote, no actual or potential Conflict of Interest exists concerning itself, its Seller Personnel or any Subcontractors in respect of the RFQ, its Quote or the provision of the Services, which could affect the performance of obligations should it be successful with its Quote; and

(b) if, before finalisation of this RFQ process, an actual or potential Conflict of Interest arises concerning itself, its Seller Personnel or any Subcontractors in respect of the RFQ, its Quote or the provision of the Services, the Seller will

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notify the Buyer immediately in writing of that Conflict of Interest or risk of Conflict of Interest.

5. Seller Acknowledgements

5.1 The Seller understands and/or has taken appropriate advice on this RFQ process and its requirements and, except as expressly set out in its Quote, agrees to all conditions, including without limitation obligations and acknowledgments, included in the RFQ (including the draft Head Agreement and its Schedules and Attachments).

5.2 The Seller acknowledges and agrees that:

(a) the information provided in the Quote constitutes an offer by the Seller to the Buyer to provide the Services on the terms and conditions set out in the draft Head Agreement (including its Schedules and Attachments), subject to any exceptions specified in its Compliance Statement submitted as part of its Quote, and accordingly is capable of immediate acceptance by the Buyer so as to form a binding contract;

(b) the Buyer will have the right (but not the obligation) to act in reliance upon the contents of the Quote;

(c) the Buyer may exercise any of its rights set out in the RFQ, at any time;

(d) other than this Seller Declaration and the Data Room Deed Poll, the RFQ is not to be taken to be or relied upon as an offer capable of acceptance by any person as creating any form of contractual (including a process contract), quasi contractual, restitutionary or promissory estoppel rights or rights based on similar legal or equitable grounds, whether implied or otherwise;

(e) no express or implied contract has arisen between the Seller and the Buyer in relation to the RFQ or its Quote, except for this Seller Declaration and the Data Room Deed Poll;

(f) to the extent permitted by law, neither the Buyer nor its officers, employees, agents or advisers will be liable to the Seller or any other person on the basis of any contract or other understanding whatsoever, or in negligence, as a consequence of any matter relating or incidental to the RFQ or a Seller participation in the RFQ process, including instances where:

(i) the Buyer varies the RFQ process;

(ii) the Buyer elects to enter into a contract for all or any of the requirements covered by the RFQ with any party, whether or not that party was a Seller in the RFQ process;

(iii) the Buyer decides to suspend or terminate the RFQ process or not to contract for any or all of the requirements covered by the RFQ;

(iv) the Buyer exercises or fails to exercise any of its rights under or in relation to the RFQ;

(v) a Quote or any other material or communication relevant to this RFQ is not received in time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised; or

(vi) the Buyer makes information available or provides information to the Seller in relation to projected future, current or historical requirements;

(g) participation in any stage of the RFQ or any matter in relation to the RFQ is at the Seller's sole risk, cost and expense;

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(h) lodgement of its Quote on time and in accordance with the RFQ is entirely the Seller's responsibility;

(i) if the Seller is successful in its Quote, it may be required by the Buyer to prepare documentation or technical information that may be used in preparation of future approaches to market by the Buyer. Without limiting the Buyer's rights, the Buyer may in its absolute discretion decide not to invite the Seller to respond to such future approaches to market;

(j) the Buyer may provide any information collected or provided during the course of the RFQ process to other Commonwealth entities and regulatory bodies;

(k) the RFQ is a summary of the Buyer's requirements and is not intended to be a comprehensive description on those requirements;

(l) any information contained in this RFQ or otherwise provided by the Buyer may not be accurate and/or may change; and

(m) neither the lodgement of the Quote nor acceptance of all or any part of a Quote nor any agreement made subsequent to this RFQ will imply any representation from or on behalf of the Buyer that there has been no material change since the date of this RFQ or since the date as at which any information contained in this RFQ is stated to be applicable.

6. Seller Warranties

6.1 The Seller represents and warrants that:

(a) it has, or will be able to obtain, the skills and resources likely to be required to properly supply the Services in accordance with the Statement of Requirement and there is no restriction under any relevant law to prevent it from making such an offer;

(b) it has sufficient corporate and financial resources to deliver the Services, including in respect of any guarantees or warranties related to the delivery of the Services in accordance with the draft Head Agreement;

(c) it is financially viable and commercially viable;

(d) it (and each of its proposed subcontractors):

(i) being a corporation – is not under one (1) of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001* (Cth) (or any similar legislative requirements in the country in which it is incorporated and/or registered) and has not had an order made against it for the purpose of placing it under external administration;

(ii) being an individual – is not bankrupt and has not entered into a scheme of arrangement with creditors;

(e) its Quote does not contain any false or misleading claim or statement, and it understands that under Division 137.1 of the *Criminal Code Act 1995* (Cth), giving false or misleading information to the Commonwealth is an offence;

(f) at the time of lodging its Quote, neither it nor any of its directors or partners or any other person who has powers of representation, decision or control have been convicted of any of the following offences in the last seven (7) years:

(i) conspiracy relating to participation in a criminal organisation;

(ii) corruption;

(iii) bribery;

(iv) fraud; or

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(v) money laundering;

(g) it will not, in negotiating the terms of any contract with the Buyer, unless requested by the Buyer, depart from the information it has provided or statements or claims it has made in its Quote;

(h) it will keep confidential all communications taking place between the Seller and the Buyer in the negotiation of the terms of any contract with the Buyer and ensure that any proposed subcontractors do the same;

(i) the information contained in the Quote is true, correct and complete and the Buyer can rely on its Quote in assessing its compliance with the RFQ, risks and risk management options, and value for money, in accordance with the RFQ;

(j) it has examined the RFQ, including any variations or addenda to the RFQ, all documents referenced in the RFQ, and all other information made available by the Buyer to it and all applicable laws and policies for the purposes of responding;

(k) it has sought and examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Quote;

(l) it has obtained independent advice on the effect of all relevant laws in relation to the Seller's participation in the RFQ process and fully understood the RFQ and its requirements;

(m) it has satisfied itself as to the correctness and sufficiency of its Quote including Quoted prices;

(n) it has made its own independent assessments of actual workload requirements under any resultant contract and all prices will be presumed by the Buyer to have been based on Seller's own independent assessments;

(o) it will continue to participate in the RFQ process in accordance with the RFQ and its Quote except to the extent permitted by the RFQ;

(p) if the Seller is successful, the Seller will execute a contract in the form set out in the RFQ, subject to any exceptions specified in the Quote and any negotiations with the Buyer; and

(q) it agrees to the public disclosure of the name and details of any Subcontracts and Subcontractors engaged to supply any part of the Services.

6.2 The Seller will, after lodgement of its Quote, promptly notify the Buyer if any of the following occurs:

(a) an event that has the effect of materially altering either the composition or control of the Seller or the business of the Seller or any Subcontractor;

(b) any material change to the compliance status of the Seller against the RFQ;

(c) any material change to the proposed basis on which the Seller will deliver the Services, or have access to the necessary and appropriate skills, resources, nominated key personnel, nominated Subcontractors, or corporate or financial backing to provide the Services, on the terms of the draft Head Agreement; or

(d) any other event materially affecting the basis of the Seller's Quote.

6.3 If a change under clause 6.2 above alters any of the information or assurances that the Seller has given in the Quote or that the Seller has given in this Seller Declaration or otherwise, the Seller will immediately:

(a) notify the Buyer in writing of the change;

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(b) identify with specificity (including the relevant page, clause, schedule, exhibit and other like reference to the Quote, and any other material and information provided to the Buyer), all such information and assurances; and

(c) state in detail the alterations to such information and assurances required by such change.

7. Security, Probity and Other Checks

7.1 Without limiting clause 11.7of the RFQ or this clause of this Seller Declaration, the Seller represents and warrants that it has obtained, or will obtain, all necessary consents or authorisations (including from proposed subcontractors, Related Bodies Corporate, Related Entities and their respective officers or employees) to the Buyer and Buyer Personnel:

(a) performing such confidential references, security, probity, due diligence, financial investigations and procedures, credit and other checks as the Buyer, in its sole and absolute discretion, determines necessary and/or considers appropriate (including in relation to the Seller, Seller Personnel, partners, associates, proposed subcontractors, Related Bodies Corporate or Related Entities); and

(b) seeking any financial information required for the purpose of establishing the financial viability of the Seller.

7.2 The Seller agrees to provide at its own cost, all reasonable assistance to the Buyer and its nominees to assist it in performing the investigations and procedures referred to in this clause.

8. Quote Validity Period

8.1 The Seller agrees to hold its Quote open for acceptance by the Buyer for the Quote Validity Period.

8.2 The Seller undertakes not to withdraw, vary or otherwise compromise its Quote during the Quote Validity Period (unless permitted in accordance with the RFQ).

9. Confidentiality

9.1 Without liming the Data Room Deed Poll, the Seller acknowledges and agrees that it will not, and will ensure that its Seller Personnel do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the Buyer, the Australian Government or a third party, acquired or obtained in the course of preparing a Quote or any documents, data or information provided by the Buyer and which the Buyer indicates to Sellers is confidential or which Sellers know or ought reasonably to know is confidential.

10. Shadow Economy Procurement Connected Policy

10.1 The Seller represents and warrants that:

(a) it holds all valid and satisfactory Statements of Tax Record required for its entity type for itself and any first tier Subcontractor that it proposes, as part of its Quote, to engage to deliver the Services, where the estimated value of the Services for the entire procurement is over $4 million (GST inclusive);

(b) if it is the successful Seller, it will ensure that any first tier Subcontractor not included in its Quote that it subsequently engages to deliver the Services, where the estimated value of the Services to be undertaken for the entire procurement is over $4 million (GST inclusive), provides it with all valid and satisfactory Statements of Tax Record required for its entity type at the time of entry into the Subcontract;

(c) if it is the successful Seller and its valid and satisfactory Statements of Tax Record are or will be no longer valid at the time any resultant contract for this RFQ will be entered into with the Buyer, it will, if requested by the Buyer, provide the Buyer with renewed valid and satisfactory Statements of Tax Record prior to the contract being entered into.

10.2 The Seller acknowledges that if it is the successful Seller, it will be required to:

(a) hold all valid and satisfactory Statements of Tax Record relevant for its entity type for the duration of any resultant contract for this RFQ entered into with the Buyer and, on request by the DTA or the Buyer, provide to the DTA or the Buyer a copy of any such Statements of Tax Record;

(b) ensure that any first tier Subcontractor it engages holds all valid and satisfactory Statements of Tax Record relevant for its entity type for the duration of any Subcontract in relation to those goods or services; and

(c) retain a copy of all Statements of Tax Record held by any first tier Subcontractor in accordance with this clause and, on request by the DTA or the Buyer, provide to the DTA or the Buyer, a copy of any such Statements of Tax Record.

10.3 The Seller acknowledges and agrees that if it is the successful Seller and it does not comply with the requirements outlined in clause 10.2 that it will be a breach of the contract.

11. Modern Slavery

11.1 The Seller acknowledges and agrees that the Buyer is prohibited from seeking to benefit from supplier practices that are dishonest, unethical or unsafe.

11.2 The Seller represents and warrants that:

(a) it does not, nor to the best of its knowledge after having made reasonable enquiries, does any of its proposed subcontractors, engage in any exploitative labour practice (including modern slavery, forced labour and human trafficking) regardless of whether or not that practice is unlawful in the relevant location;

(b) it has not been convicted of any offence, had any formal complaint, investigation, inquiry or enforcement proceedings by any person or regulatory body, or otherwise been found to have used Modern Slavery within its operations or supply chains; and

(c) it has undertaken a thorough review of its operations and supply chains, and that of Seller Group Members, to identify any instance of Modern Slavery and has notified the Buyer of any instance of Modern Slavery in its operations and supply chains (actual, reasonably suspected or anticipated).

11.3 The Seller represents and warrants that it will, if successful, ensure that any Approved Subcontractors comply with the *Modern Slavery Act 2018* (Cth) and assist the Buyer in meeting its obligations under that Act. 'Modern Slavery' has the meaning given in that Act, and 'Seller Group Members' means the Seller, its Related Bodies Corporate or Related Entities, and any subcontractors the Seller proposes to use in the provision of the Services.

12. Payment Times Procurement Connected Policy

12.1 The Seller acknowledges and agrees that it should indicate whether or not it is a 'Reporting Entity' for the purposes of the Payment Times Procurement Connected Policy (**PT PCP**). A 'Reporting Entity' for the purposes of the PT PCP means a 'Reporting Entity' within the meaning of the *Payment Times Reporting Act 2020* (Cth) (**PTR Act**). The Seller confirms that:

✓**Yes** – it is a Reporting Entity within the meaning of the PTR Act.

☐ **No** – it is not a Reporting Entity within the meaning of the PTR Act.

12.2 The Seller acknowledges and agrees that Department of Finance's Resource Management Guide 417 - Pay On-Time or Pay Interest Policy (**RMG 417**) requires Commonwealth Agencies to pay invoices within 20 calendar days (or within five (5) calendar days), if the Seller and the Buyer can, and agree to, send/receive e-invoices through the Pan-European Public Procurement On-Line (**PEPPOL**) Framework, after which they must pay simple interest on the unpaid amount at the general interest charge (**GIC**) rate until payment is made (if the amount of that interest is over $100). To enable the Buyer to comply with RMG 417, the Seller confirms its capacity to deliver e-invoices through the PEPPOL Framework below: [select one]

✓ **Yes** – it has capacity to deliver e-invoices through the PEPPOL Framework.

☐ **No** – it does not have capacity to deliver e-invoices through the PEPPOL Framework.

13. Declaration about Proceedings

13.1 Subject to clause 13.2, the Seller represents and warrants that there are no regulatory issues, litigation, arbitration, mediation, conciliation or proceedings, including any investigations and any insolvency proceedings (**Proceedings**), to the best of the Seller's knowledge, that are taking place, pending or threatened, against the Seller or a Related Body Corporate or Related Entity (either in Australia or overseas) where such proceedings will or have the potential to impact adversely upon either:

(a) the Seller's capacity to perform and fulfil its obligations if contracted as a result of this RFQ process; or

(b) the Seller's reputation.

13.2 The Seller discloses the following Proceedings:

(a) None or Not Applicable".

[Note to Seller: Sellers should disclose, for each declared Proceeding, the names of the parties to the Proceedings; the case number; the general nature of the Proceedings; the outcome or current status of the Proceedings; and if applicable, the management strategy for handling/resolving the Proceedings/its impacts.]

14. Unpaid Employee Entitlements

14.1 The Seller represents and warrants that, having made all reasonable enquiries, as at the date of this Seller Declaration, the Seller and each of its proposed subcontractors are not subject to any unpaid claims in respect of any adverse judicial decisions (not including decisions which are under appeal) made against it relating to breach of workplace relations laws, work health and safety laws, workers' compensation laws or employee entitlements. [select one]

☐ **Yes** – it has unpaid employee entitlements claim(s).

✓ **No** – it does not have unpaid employee entitlements claim(s).

15. Workplace Gender Equality

15.1 The Seller acknowledges and agrees that if it is a 'relevant employer' under the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**) it must provide a current letter of compliance as part of its Quote, or prior to entering into any resultant contract for

this RFQ (where a 'relevant employer' is defined as being a non-public sector employer (including higher education institutions, trade unions and not-for profit organisations) of 100 or more employees in Australia). For information about the WGE Act, contact the Workplace Gender Equality Agency on +61 2 9432 7000. The Seller confirms that: [select one]

✓ **Yes** – it is a relevant employer, and the Seller has included in its Quote a current letter of compliance from the Workplace Gender Equality Agency which indicates its compliance with the WGE Act.

☐ **Yes** – it is a relevant employer, and the Seller will obtain a letter of compliance from the Workplace Gender Equality Agency which indicates its compliance with the WGE Act and provide this letter to the Buyer prior to entering into any resultant contract for this RFQ.

☐ **No** – it is not a relevant employer.

15.2 Where the Seller proposes to engage any subcontractors, it represents and warrants that it has made reasonable enquiries of its subcontractors that the subcontractors comply with the WGE Act.

16. Illegal Workers

16.1 The Seller represents and warrants that:

(a) the Seller, and any party proposed by the Seller to provide any of the Services, has received a penalty or order arising from a court or tribunal decision in relation to an Illegal Worker; and [select one]

☐ **Yes** – it has received a penalty or order.
✓ **No** – it has not received a penalty or order.

(b) if the Seller, and any party proposed by the Seller to provide any of the Services has received a penalty or order, it has fully complied with that penalty or order arising from a court or tribunal decision in relation to an Illegal Worker. [select one]

☐ **Yes** – it has fully complied with that penalty or order.

☐ **No** – it has not fully complied with that penalty or order.
✓ **Not Applicable** – it has not received a penalty or order.

17. Indigenous Procurement Policy

17.1 The Seller represents and warrants that:

(a) the Seller has or has had s47G(1) contracts with the Commonwealth that included the Indigenous Procurement Policy Mandatory Minimum Requirements (https://www.niaa.gov.au/resource-centre/indigenous- procurement-policy);

(b) for the contracts referred to above (if any), the Seller has partially met the Indigenous Procurement Policy Mandatory Minimum Requirements; and

(c) the Indigenous enterprises referred to in the s 47G(1)(a) Plan submitted as part of this Quote are 50 per cent or more Indigenous Owned.

18. Australian Skills Guarantee

18.1 The Seller represents and warrants that it is able to meet the proposed targets as set out in its Quote in the delivery of any resultant contract for this RFQ, as required by the Australian Skills Guarantee Procurement Connected Policy.

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19. Notification of Significant Events

19.1 Other than any Significant Events as disclosed in its Quote, at the time of lodging its Quote, the Seller is not aware of any Significant Events that have occurred in the last two (2) years.

19.2 If, before finalisation of the RFQ process, a Significant Event arises concerning the Seller or a related entity including its personnel and subcontractors, without limiting any other obligations under this Seller Declaration, the Seller must immediately issue the Buyer with a written notice upon becoming aware of the Significant Event.

20. Commonwealth Supplier Code of Conduct

20.1 The Seller represents that, to the best of its knowledge after having made proper enquiries, it has complied with, and will continue to comply with the Commonwealth Supplier Code of Conduct (*https://www.finance.gov.au/sites/default/files/2024-06/commonwealth-supplier-code-of-conduct.pdf*).

21. Lobbying Code of Conduct

21.1 The Seller represents and warrants that it has not engaged in, or procured or encouraged others to engage in, activity that would result in a breach of the Lobbying Code of Conduct (*https://www.ag.gov.au/integrity/publications/lobbying-code-conduct*) where activities fall within the scope of the Lobbying Code of Conduct.

22. Sanctions

22.1 The Seller represents and warrants that neither it, nor any Seller Personnel, proposed subcontractors, agents or representatives, or Related Body Corporates or Related Entities, are listed as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth).

22.2 The Seller represents and warrants that neither it, nor any Seller Personnel, proposed subcontractors, agents or representatives, or Related Body Corporates or Related Entities, are named in the consolidated list referred to in Regulation 40 of the Charter of United Nations (Dealing with Assets) Regulations 2008 (Cth).

22.3 The Seller represents and warrants that it, and any Seller Personnel, proposed subcontractors, agents or representatives, or Related Bodies Corporates or Related Entities, comply with the United Nations Security Council sanctions regimes under the *Charter of the United Nations Act 1945* (Cth) and the Australian autonomous sanctions regimes under the *Autonomous Sanctions Act 2011* (Cth).

22.4 The Seller represents and warrants that it is not currently the subject of any formal or informal investigation or temporary suspension by the World Bank or any similar donor of development funding which may lead to it becoming listed on the World Bank List or a similar list.

23. Relevant Regulations and Regulatory Frameworks

23.1 The Seller's practices must comply with relevant regulations and/or regulatory frameworks, including but not limited to labour regulations, including ethical employment practices, work health and safety and environmental impacts in accordance with Rule 10.19 of the Commonwealth Procurement Rules.

24. Other Laws

24.1 The Seller represents and warrants that, to the best of its knowledge after having made proper enquiry, it has complied with, and will continue to comply with:

(a) any obligations applicable to the Seller contained in the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth); and

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(b) the *Work Health and Safety Act 2011* (Cth);

(c) all applicable laws relating to privacy and data protection (including the *Privacy Act 1988* (Cth)); and

(d) all other relevant laws, including those expressly specified in the RFQ, in preparing and lodging its Quote and taking part in the RFQ process.

25. Costs

25.1 Subject to the RFQ, the Seller acknowledges and agrees that participation in any stage of the RFQ process, or in relation to any matter concerning the RFQ, will be at its sole risk, cost and expense. The Seller is, and the Buyer is not, responsible in any circumstance for any costs or expenses including any taxes (if any) incurred by the Seller:

(a) responding to, or complying with the requirements of, the RFQ or the RFQ process; or

(b) taking any other action, including in connection with any negotiating, preparing, executing and performing this Seller Declaration, the resultant contract, or any dispute or response in relation to the RFQ or this RFQ process.

26. Governing Law

26.1 This Seller Declaration is subject to and is to be construed in accordance with the laws in force in the Australian Capital Territory.

26.2 The courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter arising out of this Seller Declaration.

27. Survival

27.1 This Seller Declaration survives the termination or expiry of the RFQ.

28. Termination and Amendment

28.1 This Seller Declaration must not be unilaterally terminated or amended unless such termination or amendment is reduced to writing and agreed by the Buyer.

Executed as a Deed Poll:

Executed as a deed in accordance with section 126 of the *Corporations Act 2001* (Cth) by Accenture Australia Pty Limited (ACN 096 776 895):

s 47F

Authorized Representative

s 47F

Print Name