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Execution Version 1.0
ACW:VN:JD

AEC Australian Electoral Commission

Schedule J-1 – Change Order Form (Personnel Augmentation)

Part A – AEC Staff Augmentation Request

s 47(1), s 47G

The ***Contract*** is varied in accordance with the terms of this change order.

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Part B – Change Order

AGREEMENT

Date	10 March 2026
Parties	
Buyer	
Name	The Commonwealth of Australia represented by the Australian Electoral Commission
ABN	21 133 285 851
Seller	
Name	Accenture Australia Pty Ltd
ABN	49 096 776 895
Address	3 Sussex Street, Barangaroo, NSW 2000

1. Background

1.1.1 This is a change order (**Agreement**) to **Work Order 2 – 'Personnel Augmentation'** (**Work Order 2**) made pursuant to the ***Head Agreement*** between the Commonwealth of Australia represented by the Australian Electoral Commission ABN 21 133 285 851 (***Buyer***) and Accenture Australia Pty Ltd ABN 49 096 776 895 (***Seller***) dated 24 December 2025 reference SRC005638 (***Contract***).

1.1.2 The ***Parties*** agree as part of this Agreement to amend the ***Contract*** on the terms as set out in this Agreement.

1.1.3 In this Agreement, terms in ***bold italic*** have the same meaning as in the ***Contract***, unless otherwise defined in this Agreement.

2. Operative Provisions

2.1 Interpretation and incorporation of legal terms and conditions of the contract

2.1.1 This Agreement including its attachments serves to vary the ***Contract*** in accordance with the terms set out below.

2.1.2 Unless specifically stated in this Agreement, all terms and conditions of the ***Contract*** continue unaffected and the ***Parties*** confirm the terms of the ***Contract*** as varied by this Agreement.

2.1.3 The terms and conditions of the ***Contract*** are incorporated into and govern this Agreement, as relevant.

2.2 Validity period for change proposal

2.2.1 The ***Parties*** acknowledge and agree that:

(a) this Agreement will be effective on and from the date of effect of Change Order **1** once the ***Parties*** execute this Agreement and no further action will be required from the ***Parties***; and

(b) the ***Contract*** as varied by this Agreement is and continues to be in full force and effect for the duration of the ***Contract Period***, unless and until the ***Contract*** is terminated earlier in accordance with the ***Contract***.

2.3 Warranty

2.3.1 In signing this Agreement, the ***Seller*** represents and warrants that:

(a) no claim, litigation, proceeding, arbitration, investigation or material controversy is pending or has been threatened or contemplated which would have a materially adverse effect on the ***Seller's*** ability to enter into this Agreement or provide the ***Products*** and ***Services*** under the ***Contract***;

(b) its signing of this Agreement and provision and performance of the ***Products*** and ***Services*** in accordance with the ***Contract*** does not violate any judgement, order or decree and would not constitute:

(i) a material default under any of its existing contracts with other parties; or

(ii) a violation of any applicable ***Laws***, or any ***Commonwealth*** policies of which the ***Seller*** has been given notice (or should reasonably be aware of) including in relation to the offering of unlawful inducements in connection with this Agreement;

(c) it has the requisite power and authority to enter into this Agreement and to carry out the obligations contemplated by the ***Contract***;

(d) as at the date of this Agreement, it is not aware of any ***Regulatory Event*** that would affect its ability to provide and perform the ***Products*** and ***Services*** under the ***Contract***;

(e) it holds all ***Valid*** and ***Satisfactory Statements of Tax Record*** required for its entity type under Part 10 of the ***Shadow Economy Procurement Connected Policy***; and

(f) in relation to any ***Subcontractor*** it has engaged to deliver goods and/or services where the total ***Contract*** value is estimated to have a value of over $4 million (GST inclusive) that the ***Seller*** holds all ***Valid*** and ***Satisfactory Statements of Tax Record*** for the ***Subcontractor's*** entity type under Part 10 of the ***Shadow Economy Procurement Connected Policy*** at the time of entry into this Agreement.

2.4 Approval

2.4.1 The Agreement and its attachments are ***Approved***. The ***Contract*** is varied when this Agreement has been properly executed by both ***Parties***.

2.5 Applicable Law

2.5.1 This Agreement is to be governed by and construed in accordance with the ***Laws*** of the Australian Capital Territory.

2.5.2 Each ***Party*** irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any ***Claim*** it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause (a) of this Agreement.

2.6 Confidential Information

2.6.1 For the avoidance of doubt, reference to the ***Confidential Information*** identified in ***Schedule A – Head Agreement Details*** or this ***Contract*** includes ***Confidential Information*** as amended by this Agreement.

2.7 Disputes

2.7.1 Clause 27 of the ***Contract*** applies to any dispute under this Agreement.

2.8 General

2.8.1 The ***Parties*** agree that this Agreement is binding on the ***Parties*** and effectively varies the ***Contract***.

2.8.2 Except as varied by this Agreement, the terms and conditions of the ***Contract*** remain unchanged, and the ***Parties*** confirm the terms and conditions of the ***Contract*** as varied by this Agreement. For the avoidance of doubt, Attachment 1 sets out all amendments to **Work Order 2**. The other ***Schedules*** to the ***Contract*** remain unchanged and continue to apply to this Agreement.

2.8.3 If any variation made by this Agreement would be invalid apart from this clause, the variation is not made.

2.8.4 Each ***Party*** to this Agreement must comply with all applicable ***Laws*** in performing its obligations under this Agreement.

2.8.5 Clauses 17.2 (Notices), 28.7 (Consequences of expiry or termination), 31.2 (Assignment and novation), 31.4 (Severability), 31.5 (Entire agreement), 31.6 (Waiver), 31.8 (Governing Law and jurisdiction), 31.9 (Counterparts), 31.10 (Costs), 31.11 (Rights are cumulative), 31.12 (No merger), 31.13 (Further Action), and 31.14 (Approvals and consents) of the ***Contract*** also apply to this Agreement as if they were clauses to this Agreement. Any reference to "***Contract***" in these clauses is to be construed as references to this Agreement.

2.8.6 Each ***Party*** acknowledges and confirms that:

(a) no ***Party*** (nor any person acting on a ***Party's*** behalf) has made any representations or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement; and

(b) it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of any other ***Party***, except for representations or inducements expressly set out in this Agreement.

2.8.7 This Agreement may only varied by an agreement signed by or on behalf of each ***Party***.

2.9 Electronic Signatures and Acceptance

2.9.1 If a ***Document*** including this Agreement is required to be signed or otherwise accepted in accordance with, or for purposes related to, this Agreement, that ***Document*** may be signed or otherwise accepted electronically, unless otherwise ***Notified*** by the ***Buyer***.

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Attachment 1

(1) Item 2 Contract Details - 1A of Work Order 2 shall be replaced with a new Work Order Value from $7,109,910.00 - Excluding GST, excluding discount to $10,714,276.00 - Excluding GST, excluding discount.

(2) **Attachment 7 – Seller's Personnel (Augmentation Personnel)** of **Work Order 2** is amended by **adding** the following rows into the table:

s 47(1), s 47G

(3) Without limiting the requirements in the **Work Order 2**, the ***Seller*** represents and warrants that each of the ***Augmentation Personnel*** identified in item (1) above are Australian Citizens and that the ***Seller*** has verified this.

Executed as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** represented by the **Australian Electoral Commission** ABN 21 133 285 851 by its duly authorised representative/delegate in the presence of:)

s 47F

Signature of Witness

s 47F

Signature of Delegate/Authorised Representative

s 22

Print name of Witness

Rachel Houghton

Print name of Delegate/Authorised Representative

12/03/2026

Date

Chief Operating Officer and Senior Responsible Officer

Position of Delegate/Authorised Representative

Date

Executed by **Accenture Australia Pty Ltd** ABN 49 096 776 895 in accordance with section 126 of the *Corporations Act 2001* (Cth) by its authorised representative and by signing this document the signatory declares that they are authorised to sign this document.)

s 47F

Print name of Authorised Representative

s 47F

Signature of Authorised Representative

March 10, 2026

Date