



Evoenergy

Interconnection Terms and Conditions

evoenergy

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Interconnection Terms and Conditions

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Receipt Point Interconnection Agreement ACT and Queanbeyan-Palerang

Evoenergy

ABN 76 670 568 688

And

[insert name of the Connecting Party]

ABN [insert ABN]

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This Agreement is made on the date specified in Schedule 1.

PARTIES

ActewAGL Distribution ABN 76 670 568 688 a partnership between **Jemena Networks (ACT) Pty Limited** ABN 24 008 552 663 and **Icon Distribution Investments Limited** ABN 83 073 025 224 trading as **Evoenergy (Evoenergy)**; and

The party described as the “Connecting Party” in Schedule 1 (**Connecting Party**).

RECITALS

- A. Evoenergy owns and operates the Network
- B. The Connecting Party wishes to establish an interconnection between the Connecting Party’s Facility and the Network.
- C. The parties have agreed that [insert one of the options from below].
 - [OPTION A]** the Connecting Party will construct, operate and maintain the interconnection at its own cost pursuant to rule 38(1)(a) of the National Gas Rules.
 - [OPTION B]** Evoenergy will construct, operate and maintain the interconnection pursuant to rule 38(1)(b) of the National Gas Rules.
 - [OPTION C]** both the Connecting Party and Evoenergy will construct, operate and maintain the interconnection pursuant to rule 38(1)(c) of the National Gas Rules.
- D. To facilitate the connection referred to in Recital B, Evoenergy will perform the Evoenergy Works, and if applicable the Connecting Party will perform Facility Connection Works, and Evoenergy agrees to connect the Facility to the Network.
- E. The Connecting Party must pay the Evoenergy Works Price and Receipt Point Maintenance Charge.
- F. The parties have entered into this Agreement to record various matters relating to the establishment and operation of the new Receipt Point.

THE PARTIES AGREE AS FOLLOWS:

PART A: INTRODUCTORY PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires:

Access Arrangement means the Access Arrangement for the Network as approved by the AER under the National Gas Rules from time to time.

Approval means any, authority, licence, document, permit, consent, registration, determination, certificate, privilege or permission, including any approval required under the *Planning and Assessment Act 1979 (NSW)* and **Approvals** means the same.

Associated Entities has the meaning given in the Corporations Act.

Business Day means any day which is not a Saturday, Sunday, or gazetted public holiday in Sydney, New South Wales.

Commissioning Completion means the stage where the parties have completed the activities required for commissioning and gassing up of the Receipt Point.

Compound means the land owned or occupied by Connecting Party, where the Connecting Party will locate any Facility Connection Works it operates.

Construction Completion means the stage (as determined by Evoenergy) that the performance of the works contemplated under this Agreement (including the Evoenergy Works and the Facility Connection Works) are complete in accordance with this Agreement except for minor omissions and minor defects which will not prevent their use, Evoenergy has approved the Facility for connection, and the parties can proceed to performance of the commissioning activities.

Delay Event means where Evoenergy is delayed by:

- (a) a variation, modification, upgrade or change to the Connecting Party's Facility, the Facility Connection Works or Evoenergy's Works;
- (b) it giving a direction to stop, suspend or modify the method of performance of works under the Agreement;
- (c) a Force Majeure Event;
- (d) a delay to completion of the Evoenergy Works caused by any third party and including any delay to provide Evoenergy with an Approval;
- (e) State-wide industrial action; and
- (f) failure by the Connecting Party to comply with its obligations under this Agreement.

Evoenergy Applicable Rate of Return means the rate of return as determined under the rate of return instrument applicable as at the relevant time pursuant to the Access Arrangement.

Evoenergy Reference Service Agreement means the Evoenergy agreement for the provision of services in relation to the Network, as set out in the Access Arrangement, and updated from time to time.

Evoenergy Works means all activities and work undertaken by Evoenergy under this Agreement which is necessary for, incidental to or consequential upon the establishment of the interconnection, including necessary pipework, valves, flanges, and modifying Evoenergy's existing systems and processes to integrate the Receipt Point into Evoenergy's Network operations and reporting.

Evoenergy Works Price means the directly attributable costs, charges and expenses incurred by (or on account of) Evoenergy in respect of the performance of the Evoenergy Works

calculated so as to achieve a rate of return calculated in accordance with the Evoenergy Applicable Rate of Return.

Facility or Facilities means the facilities to be operated by the Connecting Party and to be connected to the Network pursuant to the Facility Connection Works as described at **Annexure 2**.

Facility Connection Works means all the works on the Connecting Party's side of the flanged connection associated with the Receipt Point for the new connection between the Facility and the Network to occur, and where relevant may include the following:

- (a) the design and construction of a Receipt Station in accordance with the requirements set out in this Agreement including **Annexure 2**, including gas quantity measurement and gas quality measurement,
- (b) design and construction of pipework, valves, flanges and other apparatus associated with the interconnection; and
- (c) all planned crossings of Evoenergy infrastructure or incursions into or under Evoenergy owned land or easements by the Facility construction activities,

and where performed by Evoenergy constitute Evoenergy Works.

Facility Connection Works Schedule means the schedule set out at **Annexure 2** which includes:

- (a) the key dates and activities for performance of the Facility Connection Works, including key milestones and completion dates for the Evoenergy Works, the Facility Connection Works and any works to be performed by the Connecting Party in relation to the Facility;
- (b) the key dates for the performance of the commissioning activities in respect of the Connecting Party's Facility and interconnecting that Facility to the Network (to achieve Commissioning Completion); and
- (c) the dates for performance of the Connecting Party's obligations under this Agreement, as at the Commencement Date.

Force Majeure Event means any event or circumstance not within a party's reasonable control and which the party, by the exercise of the standards of a reasonable and prudent person and the exercise of Good Gas Industry Practice, is not able to prevent or overcome, and includes:

- (a) acts of God, including land slides, earthquakes, hailstorms, bushfires, floods, cyclones and effects of the elements;
- (b) strikes, lock outs, stoppages, restraints of labour and other industrial disturbances;
- (c) acts of the enemy including wars, blockades and insurrection;
- (d) fires and explosions;
- (e) an outbreak of disease, an epidemic, pandemic, plague or quarantine;
- (f) war (whether or not declared), acts of terror, terrorism or terrorists;
- (g) riots and civil disturbances; and

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- (h) accidents, breakdown of or loss or damage to the Network and associated infrastructure, plant, equipment, materials or facilities necessary for Evoenergy's operations,

however, a party's lack of funds or a party's inability to use funds will not constitute a Force Majeure Event.

Good Gas Industry Practice means complying with practices consistent with how that term is defined in Rule 364 of the National Gas Rules.

Guarantor means the party specified in Schedule 1.

Land Access Agreement means any agreement, licence or easement between Evoenergy and the Connecting Party that Evoenergy requires the parties execute in order for Evoenergy to access land to perform obligations under this Agreement.

Law means any:

- a) statute, regulation, order, rule, subordinate legislation; or
- b) obligation enforceable under any statute, regulation, rule or subordinate legislation, including but not limited to, the Access Arrangement, Retail Market Procedures, any procedures or rules made or enacted by the Australian Energy Market Operator, the AER or the AEMC, applying to the Network, any codes, guidelines, orders in council, licences, proclamations, directions or Standards, the reticulator's authorisation held by Evoenergy and, if it holds one, the Retailer Authorisation or the Seller's Exemption held by the User.

Loss means any loss, damages, action, claim, demand, suit, liability, cost, expense (including legal fees), debt, loss of profit or revenue, penalty or fine.

Modern Slavery has the same meaning as "modern slavery" as defined in the *Modern Slavery Act 2018* (Cth).

Network means the gas distribution network owned and operated by Evoenergy.

Operating Protocol means the operating protocol agreed pursuant to clause 9.

Parameters mean the parameters set out in Schedule 1.

Receipt Custody Transfer Point means the point of custody transfer for gas delivered from the Facility into the Network, being associated with the Receipt point as marked in in the diagram attached in **Annexure 1**.

Receipt Point means the new point of connection that must meet the requirements under the Access Arrangement and is located where the Facility Connection Works connects to the Network as identified in the diagram at **Annexure 1** and described in **Annexure 2**.

Receipt Point Maintenance Charge means the charge specified at Schedule 1 and subject to change following notification under clause 12.9.

Receipt Station means a receipt station associated with the Receipt Point that must meet the requirements under the Access Arrangement and is shown in the diagram attached in **Annexure 1**.

Related Body Corporate has the meaning given to that term in the Corporations Act 2001 (Cth).

Sensitive Operational Information means the following information relating to the electricity or gas business of Evoenergy or its Associated Entities:

- a) electricity or gas network layout diagrams;
- b) electricity or gas network schematics;
- c) geospatial information that records the location of parts of electricity or gas networks or assets;
- d) electricity or gas network or asset configuration information;
- e) electricity or gas load data;
- f) electricity or gas asset, or network operational constraints or tolerances information; and
- g) data that Evoenergy would consider to be confidential or sensitive about the electricity or gas networks or assets (as determined by Evoenergy acting reasonably and notified to the Connecting Party from time to time).

Specification means the gas quality specification applicable under the Evoenergy Reference Service Agreement as amended from time to time.

Standards means all applicable Australian Standards, codes or other technical standards or documentation applicable to the construction and operation of the Receipt Point, Facilities and gas infrastructure;

Target Date (Commissioning) means the date targeted for completion of the activities required for commissioning and gassing up of the Receipt Point (Commissioning Completion) as initially specified at Schedule 1 and subject to amendment under the terms of this Agreement.

Target Date (Construction) means the date targeted for Construction Completion (in preparation for undertaking the commissioning activities) as initially specified at Schedule 1 and subject to amendment under the terms of this Agreement.

- 1.2 In this Agreement, capitalised terms that are undefined have the meaning given to those terms in the Reference Service Agreement.

2. TERM

- 2.1 This Agreement commences on the date of execution by the final party (**Commencement Date**), and continues until terminated in accordance with its terms or otherwise as agreed by the parties.

- 2.2 Notwithstanding any other provision of this Agreement except for clauses 1, 2, 13, 14, 25, 26 and 28 the parties will have no rights and obligations under this agreement until the following conditions are satisfied (by the relevant party) or waived in writing by Evoenergy:

- (a) the Connecting Party has provided Evoenergy with the security required under clause 23.1;

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- (b) if required by Evoenergy, the Connecting Party has procured a parent company guarantee under clause 23.2;
 - (c) Evoenergy obtains all the Approvals it requires to carry out the Evoenergy Works and meet its obligations under this Agreement;
 - (d) the Connecting Party obtains (and provides Evoenergy with evidence of) all the Approvals it requires to meet its obligations under this Agreement (including any Approvals required in relation to the Facility and the Facility Connection Works); and
 - (e) the Connecting Party has all insurances required under this Agreement and provided Evoenergy evidence that such insurances are valid.
- 2.3 The conditions precedent in clause 2.1 are for the benefit of Evoenergy only and may only be waived in writing by Evoenergy.
- 2.4 If a party becomes aware that a condition precedent in clause 2.2 is satisfied or is unable to be satisfied, then that party must promptly notify the other party in writing.
- 2.5 Each party must use reasonable endeavours, including the provision of reasonable assistance to the other party, if necessary, to ensure that the conditions precedent set out in clause 2.2 are satisfied and, in any event, before the date specified in Schedule 1.
- 2.6 The Connecting Party will reimburse Evoenergy's costs of complying with this clause 2 (including Evoenergy using its reasonable endeavours to satisfy a condition precedent), even where a condition precedent is not satisfied.

3. CONSENT TO ESTABLISHMENT OF RECEIPT POINT

In consideration of the performance by the Connecting Party of its obligations under this Agreement, Evoenergy agrees to the establishment and operation of the Receipt Point in accordance with the terms of this Agreement.

PART B: RECEIPT POINT & RECEIPT STATION

4. RECEIPT STATION AND RECEIPT POINT

4.1 The Connecting Party will ensure at the Connecting Party's cost:

- (a) the design, construction, operation and maintenance of the Facility;
- (b) the design, construction, operation and maintenance of the Facility Connection Works to be performed by the Connecting Party under this Agreement; and
- (c) that Facility Connection Works it operates (including any Receipt Station) will be located within the Compound, which is to be secured at all times.

4.2 The parties agree that:

- (a) all gas distribution and related facilities on the Evoenergy side of the Receipt Point will be owned, constructed, operated and maintained by Evoenergy; and
- (b) the party responsible for the construction, operational and maintenance obligations in relation to the Facility Connection Works (including the Receipt Station) will be .

4.3 The Connecting Party must ensure that its design, construction, operation and maintenance of the Facilities and any Facility Connection Works (including any Receipt Station), complies with:

- (a) all reasonable technical, safety and reliability requirements of Evoenergy;
- (b) all Applicable Approvals, Standards and Laws;
- (c) Good Gas Industry Practice;
- (d) documentation approved by Evoenergy under clause 10; and
- (e) the technical requirements for Receipt Stations as set out in the Access Arrangement and **Annexure 2** or, where notified to the Connecting Party by Evoenergy in writing, as published from time to time by Evoenergy for this type of facility, applicable Standards (including AS2885) and internationally recognised standards and codes.

4.4 Prior to commissioning of the Receipt Point and at all times thereafter, the Connecting Party must either:

- (a) if the Receipt Point is part of the Short Term Trading Market, cause any associated Receipt Custody Transfer Point to be established as a custody transfer point in the Sydney Hub of the Short Term Trading Market or in the event of dissolution of the Short Term Trading Market, established as a transfer point on any superseding market or arrangement; or
- (b) have established other arrangements to support effective operational balancing of the relevant network section of the Network which are acceptable to Evoenergy (in its sole discretion).

4.5 The Connecting Party acknowledges that Evoenergy may need to rely on access rights granted or to be granted under a Land Access Agreement to be able to perform its obligations under this

Agreement. Evoenergy will not be liable for any breach of this Agreement arising from the failure of the Connecting Party or any other party to provide Evoenergy with access to any land or facilities required to perform its obligations under this Agreement.

4.6 The Connecting Party acknowledges that before any gas is injected into the Network at the Receipt Point:

- (a) the Connecting Party and/or the party wishing to receive that gas into the Network must satisfy Evoenergy's reasonable requirements, including a requirement the gas meets all relevant requirements of the Evoenergy Reference Service Agreement; and
- (b) Evoenergy will be entitled to require, at the cost of the Connecting Party, continuous gas quality measurements to be established at the point at which gas is received into the Network.

4.7 The Connecting Party undertakes:

- (a) not to make or allow to be made any modification to the physical infrastructure comprising the Facility Connection Works or the associated operating principles and maintenance plans without the prior written approval of Evoenergy; and
- (b) without limiting any other provision of this Agreement, not to make or allow to be made any modification to any Facility or infrastructure upstream of the Receipt Point, or the associated operating principles and maintenance plans, without the prior written approval of Evoenergy where such a change will or could affect:
 - (i) gas quantity measurement;
 - (ii) gas quality measurement;
 - (iii) over pressure protection; or
 - (iv) control of pressures or flows,of gas at the Receipt Point.

4.8 Evoenergy must act reasonably in giving or withholding its approval under clause 4.7. In deciding whether to give or withhold approval, Evoenergy will consult with the Connecting Party and take its comments into account. If Evoenergy does not give its approval under clause 4.7, Evoenergy will provide the Connecting Party with written reasons for its decision.

5. Alterations and Additional Equipment

5.1 Subject to clause 5.4(d) Evoenergy may (acting reasonably) require replacement or alterations to equipment, movement of equipment or the installation of additional equipment in respect of the Facility Connection Works (including the Receipt Station), including alterations to equipment or installation of additional equipment to achieve upgraded measurement performance, or to accommodate changes in gas demand characteristics, or to include a Filtration and Liquid Separation System.

5.2 Where Evoenergy owns any equipment which is to be replaced or altered under paragraph (a) above, Evoenergy will undertake the work itself at the Connecting Party's expense.

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- 5.3 Where Evoenergy does not own the equipment, Evoenergy must notify the Connecting Party of the changes required under paragraph (a) above and the Connecting Party must promptly carry out such works or procure the owner of the equipment to promptly carry out such works. If the Connecting Party (or, if applicable, the owner of the equipment) does not complete the works within a reasonable period specified by Evoenergy, Evoenergy may carry out the works or engage a third party to carry out the works at the Connecting Party's reasonable cost.
- 5.4 Where Evoenergy proposes changes under paragraph (a) above, Evoenergy will (acting reasonably) consult with the Connecting Party prior to notifying the changes required. The Connecting Party acknowledges that nothing in this clause prevents Evoenergy requiring changes under clause 5.1(a) which Evoenergy reasonably considers necessary or desirable to achieve upgraded measurement performance or to accommodate changes in gas demand characteristics.

6. NETWORK OPERATIONS INCLUDING OPERATING PRESSURES

- 6.1 The Connecting Party must ensure that the operational mode of any Receipt Station (including the Connecting Party's flow and pressure control systems) is compatible with the operational mode of the Network.
- 6.2 The Connecting Party acknowledges that Evoenergy may at any time make changes to the operating requirements for the Receipt Point (including specifying an hourly flow profile of deliveries into the Network) with which, subject to Evoenergy notifying the Connecting Party of such changes, the Connecting Party must comply. Evoenergy may so do regardless of whether the changes were identified before or after construction of the Receipt Point. However, Evoenergy may only do so where such changes are required for Evoenergy to accommodate the interconnection and operation of the Receipt Point, or for the safe and reliable operation of the Network.
- 6.3 Where Evoenergy proposes changes to the operating requirements for the Receipt Point in a manner which may require the Connecting Party to incur material expense in order to comply with this clause 5, Evoenergy will acting reasonably consult with the Connecting Party prior to notifying the changes to the operating requirements. The Connecting Party acknowledges that nothing in this clause 5 prevents Evoenergy making changes to the operating requirements for the Receipt Point which Evoenergy considers to be necessary or desirable to accommodate the interconnection and operation of the Receipt Point.
- 6.4 The Connecting Party acknowledges that Evoenergy will not be altering the pressures in the Network or Evoenergy's operating practices and processes for the purpose of accommodating deliveries of gas into the Network through the Receipt Point. The Connecting Party must ensure that gas delivered to the Receipt Point is consistent with the pressure requirements for the Network at the Receipt Point as set out in clause 6.6.
- 6.5 The Connecting Party acknowledges that Evoenergy is not obliged to ensure, and does not guarantee that, the Connecting Party or any other person will be able to deliver any particular quantity of gas into the Network on any day or days.

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- 6.6 As the Network is currently configured and operated, the pressure in the Network at the Receipt Point may vary between the minimum and maximum network operating pressures specified in Schedule 1. The Connecting Party must ensure that the Receipt Station:
- (a) in its pressure control mode, has a minimum pressure set point equal to the minimum network operating pressure; and
 - (b) is controlled to terminate deliveries (under pressure control modes) to avoid exceeding the maximum Network pressure,
- with provision for adjustments of limiting set point pressures if the minimum or maximum Network operating pressures for the Receipt Point are increased or decreased by Evoenergy.
- 6.7 The Connecting Party acknowledges that Evoenergy may from time to time alter the minimum and maximum operating pressures applicable to Network receipt points (including the Receipt Point) in accordance with the Evoenergy Reference Service Agreement.

7. GAS QUALITY

- 7.1 The Connecting Party must ensure the quality of the gas:
- (a) delivered to the Receipt Point by or on behalf of the Connecting Party, or
 - (b) supplied to another party for injection into the Network,
- complies with the Specification, including odourisation.
- 7.2 Without limiting clause 7.1, the Connecting Party agrees that it will not, and it will ensure its Related Bodies Corporate and its and their employees, servants, agents or sub-contractors will not, at any time do or omit to do anything, which introduces gas or any other substance into the Network which does not meet the Specification or which may detrimentally affect the Network in any way.
- 7.3 The Connecting Party acknowledges that the Specification may be varied from time to time in accordance with the Evoenergy Reference Service Agreement. Evoenergy will notify the Connecting Party in writing of any such changes if the Connecting Party is not at that time also a party to an Evoenergy Reference Service Agreement.
- 7.4 If either party becomes aware that gas which does not meet the Specification has been, is being or may be delivered to the Receipt Point or otherwise injected into the Network, that party must notify the other party as soon as reasonably practicable.
- 7.5 The Connecting Party acknowledges that Evoenergy is entitled to refuse receipt of gas into the Network in the event of:
- (a) the detection of out of Specification gas qualities;
 - (b) the detection of out of Specification gas temperatures;
 - (c) the detection of out of Specification Receipt Point pressures;
 - (d) Evoenergy losing access to signals from gas quality and quantity monitoring devices;
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- (e) Evoenergy forming the view such action is necessary to ensure or maintain the safety or integrity of the Network; or

otherwise in accordance with this Agreement or in accordance with a transportation agreement between Evoenergy and a network user. If Evoenergy refuses to accept receipt of gas under this clause 7.5, the Connecting Party must immediately ensure the inlet valve is shutoff and the Facility is isolated from the Network.

- 7.6 Where an event at clauses 7.5(a) to 7.5(e) occurs, or if the Connecting Party fails to ensure the isolation of the Facility from the Network as required under clause 7.5, Evoenergy may without notice to the Connecting Party isolate the Network by operation of a remote or manual control valve (as the case may be) located on the Network.

8. APPROVALS

- 8.1 The Connecting Party must obtain and maintain, at its expense, all Approvals required to be issued, obtained, satisfied, held or complied with in connection with this Agreement or anything done pursuant to this Agreement, the design, construction, commissioning and operation of the Facility and the construction, operation and maintenance of the Facility Connection Works.
- 8.2 Unless otherwise agreed between the parties, Evoenergy will seek to obtain any necessary Approvals relating to the Evoenergy Works. Evoenergy must notify Connecting Party of any Approvals it requires and the estimated cost of those Approvals. The Connecting Party must compensate Evoenergy for the cost of obtaining those Approvals.
- 8.3 Evoenergy may suspend the performance of any of Evoenergy's obligations under this Agreement or vary any element of the Evoenergy Works if it is required to do so under the terms of any Approval under which the Network operates or pursuant to any failure to obtain an Approval or change to the terms of an Approval during the term of this Agreement. Any costs reasonably incurred by Evoenergy in relation to such suspension or variation to any element of the Evoenergy Works will be payable by the Connecting Party, except to the extent that the suspension or change was caused by or is the result of the failure of Evoenergy or any of its Related Bodies Corporate, their employees, servants, agents, contractors or sub-contractors to comply with the terms of the Approval.

9. OPERATING PROTOCOL

- 9.1 The Connecting Party acknowledges that the Receipt Point cannot be commissioned until Evoenergy and the Connecting Party enter into an Operating Protocol which will deal with any operational matters reasonably required by Evoenergy, and among other things may provide for:
- (a) the process for the operator of the Facility to isolate the Network in accordance with Evoenergy's requirements under clause 7.5;
 - (b) the process for Evoenergy to isolate the Network in accordance with clause 7.6,
 - (c) incident response;

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- (d) rights in any shared easements;
 - (e) arrangements for physical access;
 - (f) verification of measurement systems;
 - (g) integrity and verification of maintenance systems; and
 - (h) a method for agreeing, varying and controlling intra-day flow profile.

9.2 Evoenergy and the Connecting Party will negotiate in good faith to agree the terms of the Operating Protocol which will meet Evoenergy's reasonable requirements and manner of operating the Network.

9.3 Either party may request a change or modification to the Operating Protocol. Unless reasonably required by Evoenergy for the safe and reliable operation of the Network, such changes or modifications will be subject to the agreement of the other party, acting reasonably.

PART C: CARRYING OUT THE FACILITY CONNECTION WORKS AND THE EVOENERGY WORKS

10. EVOENERGY REVIEW OF DOCUMENTATION

- 10.1 Prior to the commencement of the Facility Connection Works, the Connecting Party must submit for Evoenergy's review and approval the final design specifications and operating principles for the works (**Review Documentation**). Connecting Party acknowledges that Evoenergy's review of the Review Documentation may take eight weeks from the time of receipt by Evoenergy of the full set of Review Documentation. Evoenergy will use reasonable endeavours to respond to Connecting Party within six weeks of receipt of the Review Documentation.
- 10.2 The Connecting Party must not commence or permit the commencement of any of the Facility Connection Works, and acknowledges that Evoenergy will not be obliged to commence or complete the Evoenergy Works, until Evoenergy informs the Connecting Party in writing that the Review Documentation submitted under clause 10.1 has been approved in full (which approval must not be unreasonably withheld or delayed, or given subject to conditions that are unreasonable).
- 10.3 If Evoenergy does not approve any of the Review Documentation submitted under clause 10.1:
- (a) Evoenergy must provide its reasons in writing; and
 - (b) the Connecting Party may revise the Review Documentation having regard to the reasons provided by Evoenergy and resubmit the Review Documentation for Evoenergy's review and approval under clause 10.1.
- 10.4 If requested by the Connecting Party in writing, Evoenergy may (but is not required) agree to the commencement of the Facility Connection Works notwithstanding that Evoenergy has not provided its written approval in relation to all of the Review Documentation required to be submitted under clause 10.1. Any agreement by Evoenergy to allow the Facility Connection Works to commence on this basis may be subject to any conditions determined by Evoenergy (acting reasonably). Such an agreement may include that the Connecting Party is only entitled to undertake or permit the undertaking of the Facility Connection Works up to a stage nominated by Evoenergy and may only progress the Facility Connection Works beyond that stage once Evoenergy has approved all the Review Documentation required to be submitted under clause 10.1;
- 10.5 Evoenergy is entitled (acting reasonably) to revise, amend or revoke any earlier approval provided under clause 10.1 or clause 10.4 (including by making such earlier approval subject to additional or new conditions) as a consequence of new or updated information coming to Evoenergy's attention or being provided by the Connecting Party after the commencement the Facility Connection Works.
- 10.6 Evoenergy will not be obliged to commence or complete the Evoenergy Works or otherwise perform any related obligation under this Agreement where:
- (a) the Review Documentation submitted under clause 10.1 has not been fully approved; or
 - (b) if requested by Evoenergy, the Connecting Party has failed to demonstrate to Evoenergy's satisfaction that the Facility Connection Works have been completed in all

material respects in accordance with the Review Documentation approved by Evoenergy under clause 10.2; or

- (c) Connecting Party has elected under clause 10.3(b) not to submit revised Review Documentation for review and approval under clause 10.1.

10.7 The Connecting Party and Evoenergy shall consult and coordinate together in good faith at all phases and throughout the design and operational development of the Facility Connection Works. In particular, the Connecting Party must invite Evoenergy personnel (with no less than 14 days notice) to attend all safety management studies (as required by *AS2885 Pipelines – Gas and Liquid Petroleum*) and HAZOP studies conducted by or on behalf of Connecting Party for the Facility Connection Works. Evoenergy and the Connecting Party shall each ensure completion of all actions assigned to them by the safety management studies and HAZOP studies.

10.8 Any review of, comment upon or approval by Evoenergy of the design, operation and maintenance principles of the Facility Connection Works will be in terms of accuracy of the measurements, the risks to and operational effect on the Network. No such review, comment upon or approval:

- (a) relieves the Connecting Party or any other party from, or alters or affects, the Connecting Party's or any other party's liability, obligations or responsibilities whether under this Agreement or otherwise according to Law (including responsibilities to the public or to Evoenergy in relation to the safety and risk management of the Receipt Point); or
- (b) constitutes a warranty by Evoenergy of the suitability or operability of any aspect of the Receipt Station or the Receipt Point.

10.9 Commissioning and gassing up of the Receipt Point as well as the witness testing of gas quantity and quality measurement equipment at the Receipt Station must be conducted jointly by the Connecting Party and Evoenergy. The gassing up of the Receipt Point will occur after:

- (a) Evoenergy's review and approval of the applicable commissioning procedures and maintenance plans;
- (b) satisfactory commissioning and witness testing processes have been agreed by both parties (acting reasonably);
- (c) the Evoenergy Works have been completed;
- (d) the Facility Connection Works and any works required in relation to the Facility have been completed; and
- (e) the Operating Protocol referred to in clause 9 has been established.

Both parties will use reasonable endeavours to achieve gassing up on an agreed date after the last to occur of the above matters.

10.10 A party may use subcontractors to perform any of the work required under this Agreement except that the Connecting Party may only subcontract the Facility Connection Works with the prior written consent of Evoenergy (not to be unreasonably withheld).

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- 10.11 A party's obligations under this Agreement are not lessened or otherwise affected by subcontracting the performance of any of its obligations.

11. EVOENERGY WORKS

- 11.1 At the expense of the Connecting Party, Evoenergy will perform the Evoenergy Works and use reasonable endeavours to complete the Evoenergy Works by the Target Date (Construction). The Connecting Party agrees to pay the Evoenergy Works Price in relation to the performance of the Evoenergy Works.
- 11.2 During the establishment of the connection or after installation of the Receipt Point, modifications to the Network and/or system may subsequently be identified which are required for Evoenergy to accommodate the interconnection and operation of the Receipt Point. The Connecting Party must pay Evoenergy's reasonable costs of such modifications.
- 11.3 As soon as practicable after determining that modifications are required and prior to making any modifications, Evoenergy must provide the Connecting Party with a written notice describing the modifications required to the Network, a statement as to why the modifications are necessary to accommodate the Receipt Point and the estimated costs of the modifications.

12. TIMING OF WORKS

- 12.1 The Connecting Party must comply with the timeframes specified in the Facility Connection Works Schedule for performance of the Facility Connection Works and any requirements specified by Evoenergy in relation to the construction and operation of the Facility and must perform its works to achieve Construction Completion by the Target date (Construction). If no timeframes are specified, the Connecting Party must perform its works within such time in order to achieve Construction Completion by the Target Date (Construction).
- 12.2 Evoenergy may, at any time, vary the Facility Connection Works Schedule (including the Target Date (Construction) and Target Date (Commissioning)) and must advise the Connecting Party of such change as soon as practicable.
- 12.3 It is the Connecting Party's responsibility to ensure that sufficient time is allowed for the various Evoenergy activities and performance of Evoenergy Works required to establish the Receipt Point, including the review processes in clause 10.
- 12.4 If a Delay Event occurs:
- (a) Evoenergy may notify the Connecting Party in writing as soon as is practicable and in any event no later than 28 days after the occurrence of the relevant Delay Event;
 - (b) Evoenergy may determine a reasonable extension to any milestones and the Target Date (Construction) as a result of the Delay Event;
 - (c) a reasonable extension of time under this clause 12.4 will be determined by Evoenergy having regard to:

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- (i) the progress made by the Connecting Party with respect to works performed in relation to its Facility and the Facility Connection Works;
 - (ii) the effect of the Delay Event on the ability of Evoenergy to achieve Construction Completion in relation to the Evoenergy Works;
 - (iii) the extent to which Evoenergy has taken, and is taking, reasonable steps to minimise the effects of the Delay Event on the progress of the Evoenergy Works, and the extent to which the Connecting Party has facilitated, and is facilitating, the taking of such steps; and
 - (iv) other relevant circumstances as determined by Evoenergy;
- (d) the Target Date (Construction) will be extended by the period determined by Evoenergy in accordance with this clause 12.4 and without limiting Evoenergy's other rights, Evoenergy will vary the Facility Connection Works Schedule as necessary and advise the Connecting Party of such change as soon as practicable; and
- (e) Evoenergy must use reasonable endeavours to minimise the extent to which the Delay Event affects the progress of works performed under this Agreement and the Connecting Party must facilitate those endeavours.

12.5 The Connecting Party acknowledges and agrees that if Construction Completion is delayed beyond the Target Date (Construction) or there is delay in achieving the Target Date (Commissioning) for whatever reason (including as result of the act or omission or negligence of Evoenergy or any of its Related Bodies Corporate, their employees, servants, agents, contractors or sub-contractors) Evoenergy will not be:

- (a) liable to Connecting Party for any Loss howsoever caused; and
 - (b) able or required to receive gas into the Network until the Receipt Point has been commissioned in accordance with the terms of this Agreement.
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PART D: GENERAL PROVISIONS

13. COST AND PAYMENTS

- 13.1 The Connecting Party must pay all directly attributable costs, charges and expenses incurred by Evoenergy in connection with undertaking any actions contemplated by this Agreement, including performance of the Evoenergy Works, review and approval of Review Documentation under clause 10, and the ongoing operation and maintenance of the Receipt Point and the associated infrastructure and systems.
- 13.2 The costs and expenses referred to in clause 13.1 include (but are not limited to) the cost of materials, consultants, professional advice, construction costs and all directly attributable costs incurred by Evoenergy in relation to Evoenergy employees, contractors and agents performing activities in relation to this Agreement. All directly attributable Evoenergy costs, charges and expenses will be calculated so as to achieve a rate of return calculated in accordance with the Evoenergy Applicable Rate of Return.
- 13.3 Evoenergy provides an estimate of the Evoenergy Works Price at Schedule 1 (Cost Estimate). The Connecting Party acknowledges and agrees that the Cost Estimate specified in Schedule 1 is an estimate only and that the actual costs may be greater or lower than this estimate.
- 13.4 Evoenergy will invoice the Connecting Party each month for works and activity performed in the previous month and provide reasonable supporting evidence with each invoice.
- 13.5 Where other amounts are payable by the Connecting Party under this Agreement Evoenergy will provide the Connecting Party with an invoice itemising the costs and expenses payable by Connecting Party.
- 13.6 All amounts payable by the Connecting Party under this Agreement are payable within 14 days of the date of each invoice.
- 13.7 Without limiting any other remedy that Evoenergy may have under this Agreement (including the payment of interest for late payment), if the Connecting Party fails to make a payment when due under this Agreement, Evoenergy may suspend the Evoenergy Works or any other activities and the Connecting Party will be liable to Evoenergy and indemnifies Evoenergy in respect of any Loss incurred by Evoenergy in suspending the Evoenergy Works or other activities (including any demobilisation and/or remobilisation, labour and holding costs).
- 13.8 Unless this Agreement has been terminated under clause 17, where Evoenergy has suspended works pursuant to clause 13.7, Evoenergy will use reasonable endeavours to recommence the Evoenergy Works or associated activities as soon as practicable once all outstanding invoices, including interest payable under clause 13.9, have been paid in full.
- 13.9 The Connecting Party must:
- (a) on request by Evoenergy, provide such cooperation as might reasonably be required by the Evoenergy to support the ongoing maintenance and operation of the infrastructure related to the Receipt Point, including in respect of any maintenance activities required to be performed by Evoenergy; and

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- (b) pay within 30 days following the commencement of each year of operation the annual Receipt Point Maintenance Charge (to cover the reasonable costs and expenses incurred by Evoenergy to maintain the infrastructure associated with the Receipt Point) as specified at Schedule 1, which charge is subject to change for any subsequent year if notified by Evoenergy at least one month prior the end of the previous year of operation.

13.10 If the Connecting Party fails to pay an invoice by the due date, the Connecting Party must pay Evoenergy interest on any late payment or amount that continues to be outstanding. Interest will be calculated from (but excluding) the due date to (and including) the actual date of payment at an annual percentage rate equal to the aggregate of:

- (a) the corporate overdraft reference rate (monthly charging cycle) applied by the Commonwealth Bank of Australia (Bank) as at the due date (or if the Bank ceases to quote such a rate, then the rate which in the opinion of the Bank is equivalent to such rate in respect of similar overdraft accommodation) expressed as a percentage; plus
- (b) 2 per cent per annum.

14. CONNECTING PARTY'S RESPONSIBILITY

14.1 The Connecting Party agrees that it will not, and will ensure its Related Bodies Corporate will not, and will ensure that any person under its or their control including employees, servants, agents, contractors or sub-contractors will not, at any time do or omit to do anything which:

- (a) affects the Network (or any part of it) or its operation,
- (b) causes Evoenergy, the Connecting Party or any third party to be in non-compliance with any Approval; or
- (c) causes Evoenergy to be in breach of any obligations under a transportation agreement with any third party or the Evoenergy Reference Service Agreement applying from time to time.

14.2 The Connecting Party indemnifies Evoenergy, and holds Evoenergy harmless against all and any Loss suffered or incurred by Evoenergy arising from or in connection with:

- (a) a breach by Connecting Party of its obligations under this Agreement;
- (b) failure of the Connecting Party to meet the key milestones by the dates specified in the Facility Connection Works Schedule and to meet the Target Date (Construction) and Target Date (Commissioning);
- (c) any act or omission of the Connecting Party, its Related Bodies Corporate, or any person under their control including their employees, servants, agents, contractors or sub-contractors; and
- (d) the inability of the Connecting Party or any other person to inject gas into the Network at the Receipt Point.

14.3 The Connecting Party must indemnify and hold Evoenergy harmless against any Loss arising from or in connection with the Receipt Point, the Facility or anything else on the Connecting Party's side of the Receipt Custody Transfer Point. Without limiting the generality of the

foregoing, the Connecting Party must indemnify and hold Evoenergy harmless against Loss in respect of the personal injury or death of any person, or Loss in respect of any property, arising from or in connection with the Receipt Point, the Facility or anything else on the Connecting Party's side of the Receipt Custody Transfer Point.

15. EXCLUSION AND LIMITATION OF LIABILITY

15.1 Evoenergy is not liable for any:

- (a) loss of revenue;
- (b) loss of reputation;
- (c) loss of profits or goodwill;
- (d) loss of production;
- (e) loss of contract;
- (f) liability to a customer or a third party;
- (g) loss of opportunity; or
- (h) indirect, consequential or special loss,

however caused (whether arising under an indemnity, warranty (whether express or implied) in contract, tort (including negligence), equity, common law, statute or otherwise) for any suffered or incurred by the Connecting Party arising out of or in connection with this Agreement.

15.2 The exclusion of the liability of Evoenergy in clause 15.1 applies whether or not the Connecting Party was aware of the possibility of such Loss when this Agreement was entered into.

15.3 The total aggregate liability of Evoenergy to the Connecting Party arising out of or in connection with this Agreement shall never exceed the Evoenergy Liability Cap specified at schedule 1.

16. FORCE MAJEURE

16.1 The obligations of a party under this Agreement, other than obligations to pay money and obligations to indemnify, will be suspended while, and to the extent that, the party is prevented from complying with the terms of this Agreement due to a Force Majeure Event.

16.2 A party cannot claim the benefit of this clause 15 if the Force Majeure Event has been substantially caused by or is substantially attributable to its own shortage of funds, negligence or fault.

16.3 As soon as possible after being affected by a Force Majeure Event, the party so affected must:

- (a) promptly give notice to the other party of the occurrence and circumstances in which the claim arises including reasonable evidence to verify that the delay is due to a Force Majeure Event and an estimate of its likely duration and provide periodic updates as to the status of such occurrence or circumstances at the request of the other party;

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- (b) use its reasonable endeavours to remedy the consequences of the Force Majeure Event without delay; and
 - (c) resume full performance of its obligations under this agreement as soon as reasonably practicable.

16.4 If, and to the extent that Evoenergy is unable to complete, commission or operate the Evoenergy Works due to a Force Majeure Event, the parties will negotiate in good faith to agree any necessary modifications to the Evoenergy Works so that Evoenergy can otherwise complete, commission and operate the Evoenergy Works.

16.5 If any Force Majeure Event cannot be removed, overcome or abated within 18 months (or such other period as the parties agree) from the date the party affected first became so affected:

- (a) the parties must meet to consider in good faith whether to modify the terms of this Agreement; and
- (b) if it is unreasonable in all the circumstances for a party to comply with its obligations under this agreement then, following the above meeting, either party may terminate this Agreement by giving at least 14 days written notice to the other party.

17. TERMINATION

17.1 Either party (the First Party) may terminate this Agreement by giving written notice to the other party (the Other Party):

- (a) to the extent permitted by Law if the Other Party suffers a resolution passed or an order is made by a court for its winding up except for the purposes of a solvent reconstruction or amalgamation;
- (b) to the extent permitted by Law if the Other Party is placed into liquidation or is placed under external administration or makes or enters into or endeavours to make or enter into any composition, assignment or other arrangement with or for the benefit of its creditors;
- (c) if a Force Majeure Event occurs, but only in accordance with the terms of clause 16.5; or
- (d) if the Other Party, by act or omission, breaches any material provision of this Agreement (other than an obligation to pay) and:
 - (i) where the breach is capable of remedy, fails to remedy the breach within 30 days from the receipt of notice given by the First Party requiring it to remedy the breach; or
 - (ii) where the breach is not capable of remedy, fails to mitigate the consequences (actual and potential) to the reasonable satisfaction of the First Party within 30 days (or such other time as the parties agree) from the receipt of notice from the First Party requiring it to mitigate the breach.

17.2 The Connecting Party may terminate this Agreement by giving 12 months written notice to Evoenergy that the Receipt Point is no longer required.

17.3 Without limiting clause 17.1, Evoenergy may terminate this Agreement by giving written notice to the Connecting Party if:

- (a) supply of gas has not been re-established through the Receipt Point within 12 months following the date on which supply is suspended in accordance with this Agreement;
- (b) gas has not flowed through the Receipt Point for a consecutive period of six months or more or no other equivalent arrangement satisfactory to Evoenergy in its sole and absolute discretion has been agreed; or
- (c) (except where there is a bone fide dispute about any amount due and payable by the Connecting Party under this Agreement) an amount due and payable by the Connecting Party under this Agreement remains unpaid for more than 14 days and is not paid within 7 days of written notice from Evoenergy under this clause 17.3(b) requiring payment of that amount.

18. EFFECT OF TERMINATION ON AMOUNTS PAYABLE

18.1 Notwithstanding any other provision of this Agreement, any amount payable by or any liability of the Connecting Party under this Agreement relating to the period up to and including the date on which this Agreement is terminated becomes a debt due and payable to Evoenergy on the date on which this Agreement is terminated.

18.2 If this Agreement is terminated for any reason and there is no reasonable prospect of a replacement agreement being entered into in the following 3 months, then Evoenergy may (at its discretion) decommission (or decommission and remove) the Receipt Station, Receipt Point and any works performed under this Agreement. In that event:

- (a) the Connecting Party must pay or procure payment to Evoenergy the reasonable costs of decommissioning and removing the Receipt Point from the Network;
- (b) this will include the costs incurred by Evoenergy in respect of modifying, removing or replacing any infrastructure and systems associated with the Receipt Point (in whole or in part, including any associated apparatus, pipework, valves and flanges), any other liabilities incurred by Evoenergy in relation to decommissioning, and including the cost of restoring and remediating the site to its former state;
- (c) any directly attributable costs incurred by Evoenergy will be calculated so as to achieve a rate of return calculated in accordance with the Evoenergy Applicable Rate of Return; and
- (d) the Connecting Party must comply with any reasonable requirements notified by Evoenergy in respect to decommissioning under this clause.

19. DECOMMISSIONING

19.1 Evoenergy is not responsible or liable to pay for any costs or expenses associated with the decommissioning of the Receipt Station, Receipt Point or any works performed under this Agreement, to the maximum extent permitted by Law. If any legislation, regulation or statute applies in respect of apportioning liability for decommissioning costs on Evoenergy, then so far as the Law permits, the Connecting Party must:

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- (a) indemnify Evoenergy in relation to any cost or expense incurred by Evoenergy in connection with or arising as a result of the decommissioning of the Receipt Point; or
 - (b) where such an indemnity cannot apply or is otherwise does not operate, the cost or expense incurred by Evoenergy will be a debt due from the Connecting Party to Evoenergy.

20. MODERN SLAVERY

20.1 The Connecting Party and Evoenergy each warrants that it:

- (a) does not and will not engage in any form of Modern Slavery;
- (b) does not and will not engage any supplier or contractor which in any way engages in any form of Modern Slavery; and
- (c) will take all necessary steps to identify and eliminate any Modern Slavery within its organisation, operations, or supply chain (at any level).

20.2 The Connecting Party and Evoenergy each warrants and represents that at all times it will have in place, or will adopt prior to commencing its obligations under this Agreement and will at all times subsequent have in place, binding policies which:

- (a) prohibits Modern Slavery in its organisation, operations or supply chain (at all levels);
- (b) requires its suppliers and contractors to certify their compliance with all applicable Laws in relation to Modern Slavery, and certify that their operations and those of all entities at all levels of their respective supply chains do not engage in Modern Slavery in any way; and
- (c) ensures it takes all necessary steps to monitor compliance of its policies so as to ensure that no Modern Slavery exists within its organisation, operations, or supply chains (at all levels).

20.3 The Connecting Party or Evoenergy (as applicable) must immediately notify the other party in writing of any actual, alleged, or potential occurrence of Modern Slavery within its organisation, or within its supply chain (at any level) and authorises the other party to disclose any information which the other party notifies to the other party as the other party (in its absolute discretion) sees fit.

21. SENSITIVE OPERATIONAL INFORMATION

21.1 Notwithstanding anything in this Agreement, the Connecting Party must not transmit, disclose, access or store Sensitive Operational Information outside Australia, or allow any person outside Australia to have access to it, without the prior written approval of Evoenergy and on such additional terms as Evoenergy sees fit.

22. CONNECTING PARTY'S INSURANCE

22.1 The Connecting Party must obtain and maintain, with a reputable insurance company, public liability insurance to a minimum of \$20 million for any one occurrence.

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- 22.2 Whenever reasonably requested by Evoenergy, the Connecting Party must give Evoenergy reasonable evidence (such as a certificate of currency) as to its insurance coverage in place pursuant to this clause 21.
- 22.3 If requested by Evoenergy, the Connecting Party must obtain contract works insurance acceptable to Evoenergy on an 'all risk' replacement cost basis, including coverage for the perils of earth movement (including but not limited to erosion, earthquake, landslide, subsidence and volcanic eruption) greater than or equal to the value of the relevant works.
- 22.4 The Connecting Party must hold Workers compensation insurance which complies with relevant Laws in force in the place in which the Receipt Point is situated.
- 22.5 The Connecting Party must promptly notify Evoenergy if the Connecting Party fails to obtain or maintain any insurance required under this Agreement. In which case, Evoenergy may obtain and maintain that insurance on behalf of the Connecting Party at the cost of the Connecting Party and the Connecting Party must provide all reasonable assistance to Evoenergy to allow it to exercise this right.

23. GUARANTOR AND SECURITY

- 23.1 On and from the Commencement Date until 28 days following termination of this Agreement, the Connecting Party must provide and maintain credit support in the amount reasonably required by Evoenergy (and as specified in Schedule 1), and in the form of an irrevocable, on-demand and unconditional bank guarantee or equivalent financial instrument from a financial institution carrying on business in Australia. The form of the guarantee or financial instrument and the identity of the financial institution are subject to the prior written approval of Evoenergy.
- 23.2 Evoenergy may (in its discretion, acting reasonably) require the Connecting Party to procure a parent company guarantee in terms satisfactory to Evoenergy.

24. NOTICES

- 24.1 Subject to clause 24.3 a notice, consent or other communication given by one Party to the other under this Agreement must be:
- (a) in writing, signed (physically or by electronic signature) by or on behalf of the Party giving it;
 - (b) addressed to the recipient Party and marked to the attention of the person (or control room) specified for the recipient Party in Schedule 2 or as otherwise notified, in writing, to the other Party from time to time; and
 - (c) either:
 - (i) hand delivered to a representative of the recipient at the recipient Party's address;
 - (ii) sent by pre-paid mail or delivered to the recipient Party's address; or
 - (iii) sent by email to that party's email address,

as specified in Schedule 2 or as otherwise notified, in writing, to the other Party from time to time.

24.2 A notice, consent or other communication given in accordance with clause 23.1 is regarded as being given by the sender and received by the addressee:

(a) if hand delivered:

- (i) if it is delivered by 5.00 pm on a Business Day – on that Business Day; or
- (ii) if it is delivered after 5.00 pm on a Business Day, or on a day that is not a Business Day – on the next Business Day;

(b) if sent by prepaid mail, 5 Business Days from and including the date of postage; or

(c) if sent by email, if the sender does not receive an automated reply explaining non-receipt, out of office or similar, when the sender receives confirmation on its server that the message has been transmitted, in which case:

- (i) if it is transmitted by 5.00 pm on a Business Day – on that Business Day; or
- (ii) if it is transmitted after 5.00 pm on a Business Day, or on a day that is not a Business Day – on the next Business Day.

24.3 In the event a notice is to be given in relation to a Force Majeure Event, emergency or in respect of Out-Of-Specification Gas, the Party giving the notice must, as soon as possible after learning of the Force Majeure Event, emergency or the Out-Of-Specification Gas incident, provide information by telephone (using the telephone number specified in Schedule 2) prior to giving an expedited notice under the terms of this Agreement.

25. ASSIGNMENT AND TRANSFER

25.1 This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns. Connecting Party may not assign, transfer or novate this Agreement or transfer any or all of its rights under this Agreement without Evoenergy's written consent, which will not be unreasonably withheld.

26. CONFIDENTIALITY

26.1 Unless otherwise provided in this clause 26 Evoenergy must not disclose any Confidential Information under this Agreement except where permitted by the National Gas Law.

26.2 Neither party may disclose Confidential Information under this Agreement without the prior written consent of the other party except to the extent that the disclosure:

- (a) is required by applicable Laws or by requirements of any government or government agency having jurisdiction over the disclosing party (**Disclosing Party**);
 - (b) is required by any securities commission having jurisdiction over the Disclosing Party or a Related Body Corporate of the Disclosing Party, or by the rules of any stock exchange on which are listed the shares in the capital of the Disclosing Party or a Related Body Corporate of the Disclosing Party;
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- (c) is to the Disclosing Party's employees, directors, consultants, contractors, advisers or agents, or those of a Related Body Corporate of the Disclosing Party, who requires the information for the purposes of this Agreement, to advise on this Agreement or for the purposes of corporate governance;
 - (d) relates to information that is at the time of disclosure lawfully generally available to the public, other than as a result of a breach of this Agreement;
 - (e) is to a bona fide purchaser of substantially all of the Disclosing Party's assets or, in the case of Evoenergy, of any or all of its Network;
 - (f) is required by an order of a court of competent jurisdiction;
 - (g) is to a bank or other financial institution in connection with the Disclosing Party's financial affairs; or
 - (h) is required to enable the Disclosing Party to comply with its obligations under any Law including, but not limited to:
 - (i) the Retail Market Procedures;
 - (ii) Laws and rules governing the Short Term Trading Market; and
 - (iii) Evoenergy's reticulator's authorisation.

26.3 Connecting Party acknowledges and agrees that the quantities of gas delivered into the Network through the Receipt Point is not Confidential Information and that Evoenergy may disclose such data to the market at its discretion.

26.4 Except as permitted under this Agreement, or as required by the National Gas Law, the Connecting Party must not make any public statement or announcement regarding the arrangements under this Agreement unless it has first obtained the prior written consent of Evoenergy.

27. DISPUTE RESOLUTION

Application

27.1 The parties acknowledge and agree that this clause 27 does not, and is not intended to, limit or exclude in any way the provisions in the National Gas Law in relation to dispute resolution.

27.2 The Parties agree that where a party refers any matter in connection with this Agreement or its performance to be dealt with in accordance with the dispute resolution provisions set out in the National Gas Law:

- (a) if an access determination is made by the dispute resolution body in respect of the access dispute, the parties must comply with that access determination;
- (b) neither party can subsequently utilise this clause 27 in respect provisions of the same dispute.

Notification of Dispute

27.3 If a party claims that there exists:

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- (a) any dispute or difference of opinion between the parties; or
 - (b) the absence of agreement by the parties,

about a matter which arises out of or relates to this Agreement, or the breach, termination, validity or subject matter thereof, or as to any related claim in restitution or at law, in equity or pursuant to any statute (**Dispute**), then that party must notify the other party of the Dispute.

Nomination of Representative

As soon as practicable after a notice is given under clause 0, each party must nominate in writing a representative authorised to settle the Dispute on its behalf.

Good Faith Discussions

Each party must enter into discussions in good faith, to resolve the Dispute or to agree on a process to resolve all or part of the Dispute. Unless the parties otherwise agree, discussions between the parties' representatives under this clause 0 must continue for 7 Business Days after notice of the Dispute was given under clause 0.

Mediation

- 27.4 Each party expressly agrees to endeavour to settle the Dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to arbitration or litigation.
- 27.5 The mediation shall be conducted in accordance with the ACDC Guidelines for Commercial Mediation (Guidelines) which are operating at the time the matter is referred to ACDC.
- 27.6 The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- 27.7 The terms of the Guidelines are hereby deemed incorporated into this Agreement.
- 27.8 Clause 27 shall survive termination of this Agreement.

Urgent Relief

- 27.9 Nothing in this clause 27 will prevent a party from seeking urgent declaratory or injunctive relief.

Information Confidential

- 27.10 Any information or documents disclosed by a representative during the course of the discussions under this clause 27:
 - (a) must be kept confidential; and
 - (b) may not be used except to attempt to settle the Dispute.

Without Prejudice Discussions

27.11 Any discussions which take place as contemplated by this clause 27 will be without prejudice to the respective rights and obligations of the parties in relation to the subject matter of the Dispute.

Performance to continue notwithstanding Dispute

27.12 Notwithstanding the existence of a Dispute, or the undertaking of any Dispute resolution in accordance with this clause 27 each party must continue to perform its obligations under this Agreement.

28. GOODS AND SERVICES TAX

28.1 For the purposes of this clause 28, terms defined in the GST Law have the same meaning when used in this clause 28.

28.2 Unless otherwise stated, all amounts payable or the value of other consideration provided in respect of supplies made in relation to this Agreement are exclusive of GST (if any). If GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this Agreement, the amounts payable or the value of the consideration provided for that supply (or deemed supply) (Payment) shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.

28.3 Where any amount is payable to a party as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred by that party, then such amount will be reduced by the amount of any input tax credit available to that party and, if a taxable supply, will be increased by an amount equal to the GST payable in relation to that supply.

28.4 Subject to the issue of a tax invoice in accordance with clause 28.5, any additional amount payable pursuant to clauses 28.2 or 28.3 must be paid at the time any payment to which it relates is payable. Where an additional amount payable is not referable to an actual payment, then it will be payable within 10 days of a tax invoice being issued by the party making the supply.

28.5 Where in relation to this Agreement a party makes a taxable supply, that party will provide a tax invoice in respect of that supply before the additional amount payable in respect of that supply becomes due.

28.6 If the GST payable in relation to a supply made under or in accordance with this Agreement varies from the additional amount paid by the party acquiring that supply (Recipient) under clause 28.2, then the party making that supply (Supplier) will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 28.6 is deemed to be a payment, credit or refund of the additional amount payable under clause 28.2. Where there is an adjustment event, the Supplier must issue an adjustment note to the Recipient as soon as the Supplier becomes aware of the adjustment event.

28.7 Each party warrants that it is GST registered and has a valid Australian Business Number.

29. GENERAL

Entire agreement

29.1 This Agreement:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior clause, warranty, indemnity or representation imposed, given or made by a party.

Severability

29.2 The parties agree that a construction of this Agreement that results in all provisions being enforceable is to be preferred to a construction that does not so result.

29.3 If, despite the application of clause 29.2 a provision of this Agreement is illegal or unenforceable:

- (a) if the provision would not be illegal or unenforceable if a word or words were omitted without changing the primary intent of the provision, that word or those words are severed; and
 - (b) in any other case, the whole provision is severed,
- and the remainder of this Agreement continues in force.

Waiver

29.4 Any waiver under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.

Relationship between parties

29.5 This Agreement does not create a relationship of employment, agency or partnership between the parties.

Enforceability

29.6 Each party warrants that it has all necessary power and authority, and subject to obtaining any Approvals required by Evoenergy under this Agreement, holds all authorisations required by any Law to enter into and perform its obligations under this Agreement and that this Agreement is binding on that party and enforceable against it in accordance with its terms.

Further assurances

29.7 Each party must, subject to any contrary intention expressed within the terms of this Agreement, sign all such documents and do all such things as shall be necessary or desirable to give full effect to this Agreement.

Inurement

29.8 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Counterparts

29.9 This Agreement may be executed in counterparts and the counterparts taken together constitute one and the same instrument.

Governing Law and jurisdiction

29.10 This Agreement is governed by the Laws applicable in New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

Amendment

29.11 This Agreement may only be varied or replaced by a document executed by the parties.

Costs

29.12 Except as expressly stated otherwise in this Agreement, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

Survival

29.13 The following clauses survive expiration or termination of this Agreement:

- (a) all indemnities in this Agreement;
- (b) clause 13 (costs);
- (c) clause 15 (exclusion and limitation of liability)
- (d) clause 18 (effect of termination);
- (e) clause 26 (Confidentiality); and
- (f) clause 29.

EXECUTED as an agreement

Executed for and behalf of **ActewAGL Distribution** ABN 76 670 568 688 a partnership between **Jemena Networks (ACT) Pty Limited** ABN 24 008 552 663 and **Icon Distribution Investments Limited** ABN 83 073 025 224 by its authorised representative:

Signature of witness

Signature of authorised representative

Name of witness (print)

Name of authorised representative (print)

1) Executed for and behalf of **[Full name of Connecting Party]** ABN [xxx] by its authorised representative:

Signature of witness

Signature of authorised representative

Name of witness (print)

Name of authorised representative (print)

SCHEDULE 1 PARTICULARS

Date		
Connecting Party		
Facility / Project		
Guarantor		
Credit Support		
Cost Estimate		
Target Date (Construction)		
Target Date (Commissioning)		
Receipt Point Maintenance Charge		
Date of satisfaction conditions precedent		
Parameters	Maximum daily quantity of gas to be injected into the network	
	Maximum hourly quantity of gas to be injected into the network	
Network operating pressure	Minimum	
	Maximum	
Pressure or Flow control		
Evoenergy Applicable Rate of Return		

(as at the Commencement Date)	
Evoenergy Liability Cap	

SCHEDULE 2 ADDRESSES OF PARTIES FOR NOTICES

Evoenergy	
Address for service of notices	C/ Jemena Asset Management Limited Level 10, 99 Walker Street, North Sydney, NSW, 2060 PO Box 1220, North Sydney, 2059 Attention: General Manager- Customer & Commercial, By email: RFS@jemena.com.au
Notices relating to Force Majeure Events, emergencies or Out-Of-Specification Gas	As above, and copied to Jemena Asset Management Control Room at NSWControl@jemena.com.au . Telephone 1800 012 111
Connecting Party	
Name	
Registered Office	
Address for service of notices	
Notices relating to Force Majeure Events, emergencies or Out-Of-Specification Gas	

ANNEXURE 1 – MAPS /DIAGRAMS

[LOCATION MAP, SHOWING PROPOSED FACILITY, LOCATION OF RECEIPT POINT AND NEW DELIVERY POINT]

[DIAGRAM SHOWING FACILITY, COMPOUND, RECEIPT POINT, CUSTODY TRANSFER POINT, RECEIPT STATION]

ANNEXURE 2: DESCRIPTION AND SCOPE OF WORKS AND DELIVERABLES

Scope of Work – Evoenergy Works

[Drafting Note: Insert general description of works to be performed by Evoenergy.]

[Drafting Note: List the scope items for the Evoenergy Works]

Scope of Work – Facility Connection Works (performed by the Connecting Party)

[Drafting Note: Insert general description of works to be performed by the Connecting Party.]

[Drafting Note: List the scope items for the Facility Connection Works performed by the Connecting Party]

Facility

[Drafting Note: include description of the Facility to be connected to the Network and schedule for any works required to be performed by the Connecting Party in relation to the Facility]

Deliverables (Connecting Party)

[Drafting Note: Insert general description of deliverables to be provided by the Connecting Party.]

Facility Connection Works Schedule

[Drafting Note: Insert schedule for the Facility Connection Works and Evoenergy Works which may also include timeframes / timings for works in relation to the Connecting Party's Facility. Include key milestones for Connecting Party deliverables and activities, and Target Date (Construction) and Target Date (Commissioning)]