



INTERCONNECTION AGREEMENT

[INFRASTRUCTURE NAME]

[SERVICE PROVIDER ENTITY]

AND

[INTERCONNECTING PARTY]

INTERCONNECTION AGREEMENT

Version Date: [Insert]

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INTERCONNECTION AGREEMENT

AGREEMENT dated _____

BETWEEN [JEMENA ENTITY] ABN [Company ABN] of Level 16, 567 Collins Street, Melbourne, Victoria 3000 (the **Service Provider**)

AND [COMPANY NAME] ABN [Company ABN] of [Company Address] (the **Interconnecting Party**).

RECITALS

- A. The Service Provider owns and operates the Infrastructure.
- B. The Interconnecting Party wishes to connect the Interconnecting Party's Facility to the Infrastructure at the Connection Point.
- C. The parties have agreed that [insert one of the options from below].
 - [**OPTION A**] the Interconnecting Party will construct, operate and maintain the interconnection equipment [downstream / upstream] of Jemena's isolation valve at its own cost pursuant to rule 38(1)(a) of the National Gas Rules.
 - [**OPTION B**] the Service Provider will construct, operate and maintain the interconnection equipment [downstream / upstream] of Jemena's isolation valve pursuant to rule 38(1)(b) of the National Gas Rules.
 - [**OPTION C**] both the Interconnecting Party and the Service Provider will construct, operate and maintain the interconnection equipment [downstream / upstream] of Jemena's isolation valve pursuant to rule 38(1)(c) of the National Gas Rules.
- D. For the purposes of the interconnection, the Service Provider will perform the Connection Works and the Interconnecting Party will perform the Interconnecting Party's Works, in accordance with this agreement.
- E. The Interconnecting Party must pay the Service Provider the Connection Works Price and the Monthly Connection Charge, in accordance with this agreement.
- F. The Service Provider agrees to connect the Interconnecting Party's Facility to the Infrastructure at the Connection Point and to keep the Interconnecting Party's Facility connected to the Infrastructure at the Connection Point, on the terms and conditions set out in this agreement.

AGREEMENT DETAILS

Item	Issue	Detail
PART A: INTRODUCTORY PROVISIONS		
1.	Authorised Person (Clause 1.1 and 29.15)	<p>For the Service Provider:</p> <p>Authorised Person: [Insert] Address: [Insert] Telephone number: [Insert] E-mail address: [Insert]</p> <p>For the Interconnecting Party:</p> <p>Authorised Person: [Insert] Address: [Insert] Telephone number: [Insert] E-mail address: [Insert]</p>
2.	Interconnecting Party's Facility (Clause 1.1, 4.1(a))	[Insert address and description of the asset / facility owned and operated (or to be owned and operated) by the Interconnecting Party]
3.	Interconnecting Party's Works Sunset Date (Clause 1.1 and 25.3(e))	[Insert date or period of time]
4.	Infrastructure (Clause 1.1)	[Eastern Gas Pipeline; Queensland Gas Pipeline; Roma North Gas Pipeline; Darling Downs Pipeline; Atlas Lateral Pipeline; or Colongra Lateral Pipeline]
5.	Margin (Clause 25.4(b)(v) and 25.6(c))	[Insert]%
6.	Monthly Connection Charge (Clause 1.1 and 20.2)	[\$[Insert] per month] or [insert method to calculate monthly charge]
7.	Other events which are deemed to be Delay Events (Clause 1.1 and 8)	[Insert] or [Not used]
8.	Relevant Jurisdiction (Clause 1.1, 24.5(e), 29.3)	[Insert]
9.	Responsible Person (Gas Quality Monitoring Equipment)	[Service Provider] or [Interconnecting Party]

Item	Issue	Detail
	(Clause 1.1, 15.3(a))	
10.	Responsible Person (Metering) (Clause 1.1)	[Service Provider] or [Interconnecting Party]
11.	Target Date for Actual Completion (Clause 1.1 and 7(a)(i))	[Insert date or period of time]
PART B: LOCATION AND ACCESS		
12.	Party responsible for operating and maintaining the Metering Facility (Clause 11.1(c)(i))	[Service Provider] or [Interconnecting Party]
13.	Party responsible for operating and maintaining the Gas Quality Monitoring Equipment (Clause 11.1(c)(ii))	[Service Provider] or [Interconnecting Party]
14.	Date for providing maintenance program for Interconnecting Party's Facility (Clause 11.3(a))	[Insert date] of each calendar year
PART D: CONNECTION SERVICES		
15.	Party responsible for odourisation (Clause 15.6)	[Service Provider] OR [Interconnecting Party]
PART F: FINANCIALS, INDEMNITIES AND LIABILITIES		
16.	Interest rate (Clause 21.4(a))	[Insert]% above the Australian Dollar 30 Bank Bill rate quoted by the Westpac Banking Corporation or other Australian bank nominated by the Service Provider
17.	Minimum credit rating (Clause 21.6(a))	[Insert]
18.	Minimum short-term debt rating (Clause 21.6(a))	[Insert]
19.	Credit support amount (Clause 21.6(b))	[\$Insert]
20.	Service Provider's limitation of liability (Clause 22.3)	[\$Insert] or [description of amount]

Item	Issue	Detail
PART G: DISPUTE RESOLUTION		
21.	Seat of arbitration (Clause 24.5(b))	[Insert]
PART H: TERMINATION		
22.	Date of satisfaction or waiver of conditions precedent set out in clause 2.1(a) (Clause 25.3(b))	The date which is [insert period] after the Execution Date.

TERMS AND CONDITIONS

PART A: INTRODUCTORY PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used in this agreement have the following meanings unless the context otherwise requires:

'Actual Completion' means that stage in the Connection Works (as determined by the Service Provider) that the performance of the Connection Works is complete in accordance with this agreement except for minor omissions and minor defects which will not prevent the use of the Connection Works.

'Adjacent Land' means land owned or leased by the Interconnecting Party which is adjacent to the Service Provider's Land and is further specified in Attachment A.

'Agreement Details' means the details applicable to this agreement as set out in the table commencing page 2.

'Approval' means any approval, authority, licence, document, permit, consent, registration, determination, certificate, privilege or permission required or desirable to be issued, obtained, satisfied, held or complied with in connection with this agreement, and includes any variations of these.

'Associated Entities' has the meaning given in the Corporations Act.

'Authorised Person' means that person authorised from time to time by a party to give and receive written notices under this agreement. At the Execution Date, the Authorised Persons and contact details for each party are specified in Item 1.

'Business Day' means a day on which trading banks are open for business in the Relevant Jurisdiction.

'Carbon Charge' means any cost, loss, fee, expense, penalty, fine, royalty, tax, rate, duty, levy or charge imposed, levied or incurred whether directly or indirectly and including on an accrual basis in respect of any greenhouse gas emissions, or in respect of any existing or new trading mechanism or scheme, or any other existing or new mechanism, that has as one of its objectives a reduction in or modification of behaviour in respect of greenhouse gas emissions, including any direct or indirect cost of acquiring or failure to surrender any permit, credit or licence which is required in connection with the emission of greenhouse gas or any unit (however called) which relates to the amounts of emissions of

any greenhouse gas, and any direct or indirect cost of any relevant activities undertaken for the purposes of reducing or offsetting such emissions.

'Confidential Information' has the meaning given in clause 26.1.

'Connection Point' means the point of connection of the Interconnecting Party's Facility to the Infrastructure as described in Attachment A.

'Connection Services' has the meaning given in clause 12.1.

'Connection Services Term' means the period commencing on the Date of Actual Completion and ending on the date of termination of this agreement.

'Connection Works' means the work to be completed by the Service Provider in accordance with this agreement as set out in Attachment D and includes the design, commissioning and construction of:

- (a) the Metering Facility, if the Service Provider is the 'Responsible Person (Metering)'; and
- (b) the Gas Quality Monitoring Equipment, if the Service Provider is the 'Responsible Person (Gas Quality Monitoring Equipment)'.

'Connection Works Price' means the costs, charges and expenses incurred by (or on account of) the Service Provider in respect of the performance of the Connection Works under this agreement together with the margin specified in Item 5.

'Connection Works Schedule' means the schedule set out in Attachment D.

'Corporations Act' means the *Corporations Act 2001* (Cth).

'Date of Actual Completion' has the meaning given in clause 9.

'Delay Event' means:

- (a) a variation, modification, upgrade or change to the Interconnecting Party's Facility, the Connection Works or the Interconnecting Party's Works;
- (b) a direction by the Interconnecting Party to stop, suspend or modify the method of performance of, the Connection Works;
- (c) any delay or disruption caused by the Interconnecting Party its Related Bodies Corporate or their respective Personnel, including any delay or disruption in the performance of the Interconnecting Party's Works by the Interconnecting Party;
- (d) a Force Majeure Event;
- (e) a delay by any Government Body in providing the Service Provider with any Approval;
- (f) State-wide industrial action;
- (g) industrial action on, or at a location directly related to, the Service Provider's Land, the Adjacent Land, the Connection Works, the Infrastructure or the Interconnecting Party's Facility;
- (h) failure by the Interconnecting Party to comply with its obligations under this agreement including to provide access in accordance with clause 4.2;
- (i) a delay resulting from weather conditions that prohibits work under the Service Provider's Safe Work Systems;
- (j) a suspension of the Connection Works under clause 21.5; or
- (k) such other events specified in Item 7.

'Dispute' has the meaning given in clause 24.1.

'Dispute Notice' has the meaning given in clause 24.2(a).

'Easement' means the easements and other land tenure covering the Infrastructure and vested in the Service Provider or a Related Body Corporate of the Service Provider or an agent of the Service Provider.

'Emergency' means an event or situation that may:

- (a) result in personal injury, illness or death to a person or material damage to property or the environment; or
- (b) jeopardise the operational integrity and safe operation of any asset or facility, including the Metering Facility, the Gas Quality Monitoring Equipment, the Infrastructure or the Interconnecting Party's Facility.

'Emergency Response Plan' has the meaning given in clause 11.6(a).

'Execution Date' means the date of execution of this agreement by both of the parties.

'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 Engineering and Operating Practices, is not able to prevent or overcome, including:

- (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;
- (h) shortage of necessary equipment, materials or labour, but not a failure to procure necessary equipment, materials or labour that is within the reasonable control of a party;
- (i) an order or direction of any court, tribunal or Government Body with jurisdiction to make any such order or direction or omission or failure to act of any government or Government Body having jurisdiction, or failure to obtain any necessary governmental Approval; and
- (j) accidents, breakdown of or loss or damage to the Infrastructure, the Interconnecting Party's Facility, the Metering Facility, the Gas Specification Monitoring Equipment or any plant, equipment, materials or facilities necessary for the party's operations.

'Gas Quality Monitoring Equipment' means the gas quality monitoring equipment (including a gas chromatograph) located on the land specified in Attachment A and meets the requirements in paragraph B.2 of Attachment B.

'Gas Specifications' has the meaning given in clause 15.1(a).

'Good Engineering and Operating Practices' means the practices, methods and acts engaged in or approved by a firm or body corporate which, in the conduct of its business activities, exercises that degree of due diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced internationally recognised engineers and operators engaged in the same type of business activities under the same or similar circumstances and conditions, and includes complying with:

- (a) recognised Australian Laws and standards pertaining to that activity;

- (b) manufacturers' instructions and operating manuals;
- (c) the terms of this agreement; and
- (d) taking reasonable steps to ensure that:
 - (i) adequate materials, resources and supplies are available at the necessary places under normal conditions associated with existing operations;
 - (ii) it has sufficiently experienced and trained operating personnel available to undertake its responsibilities under this agreement;
 - (iii) preventative, routine and non-routine maintenance and repairs are carried out to provide long term reliable operation and are performed by knowledgeable, trained and experienced personnel using proper equipment, tools and procedures in accordance with the manufacturer's recommendations;
 - (iv) appropriate monitoring and testing is carried out to ensure that the equipment will function properly under normal and Emergency conditions;
 - (v) equipment is operated and maintained in a manner safe to workers, the general public and the environment;
 - (vi) equipment is operated and maintained or an activity is undertaken, in accordance with any valid requirement established by legislation or regulation of any Government Body having jurisdiction with respect to that equipment or activity; and
 - (vii) in the case of design, engineering, construction and installation, design, engineering, construction and installation practices that reasonably would be expected from recognised designers, engineers, constructors and installers of comparable plant, equipment and facilities in Australia.

'Government Body' means any government, governmental or semi-governmental or judicial entity, any ministry, inspectorate, official, public or statutory person or other statutory, administrative, supervisory or regulatory entity, federal, state or local.

'GST' means the goods and services tax imposed under the GST Act.

'GST Act' has the meaning given in clause 23(a).

'Infrastructure' means the infrastructure specified in Item 4.

'Intellectual Property' includes both in Australia and throughout the world and for the duration of the rights:

- (a) any patent, utility model, copyright, eligible layout right, design and other like rights;
- (b) any invention, discovery, trade secret, know-how, computer software and confidential information; and
- (c) any business, scientific, technical and product information, including proprietary information relating to the development of new products,

whether registered, registrable or unregistered.

'Insolvency Event' means in relation to an entity:

- (a) the entity resolving that it be wound up or the making of an application or order for the winding up or dissolution of the entity, other than where the application or order (as the case may be) is set aside within 14 days;
- (b) a liquidator or provisional liquidator of the entity being appointed;

- (c) a court making an order for the winding up of the entity;
- (d) an administrator of the entity being appointed;
- (e) the entity being or becoming unable to pay its debts when they fall due or is unable to pay its debts within the meaning of the Corporations Act;
- (f) a receiver, or a receiver and manager, being appointed in relation to the entity, or a substantial part, of the property, business or assets of the entity;
- (g) the entity entering into or resolving to enter into any arrangement, composition or compromise with, or assignment for the benefit of, any of its creditors (other than in connection with a solvent reconstruction, merger, demerger, shareholders' scheme of arrangement or amalgamation); or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that entity under the Law of any jurisdiction.

'Interconnecting Party' means the party identified as such on page 1.

'Interconnecting Party's Facility' means the Interconnecting Party's facility to be connected to the Infrastructure at the Connection Point and which is specified in Item 2.

'Interconnecting Party's Works' means the work to be completed by the Interconnecting Party in accordance with this agreement as set out in Attachment D and includes the design, commissioning and construction of:

- (a) the Metering Facility, if the Interconnecting Party is the 'Responsible Person (Metering)'; and
- (b) the Gas Quality Monitoring Equipment, if the Interconnecting Party is the 'Responsible Person (Gas Quality Monitoring Equipment)'.

'Interconnecting Party's Works Sunset Date' means the date specified in Item 3.

'Item' means an item in the Agreement Details.

'Law' means the law applicable in the Relevant Jurisdiction and includes any provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, proclamation, subordinated legislation, delegated legislation, by law, judgment, rule of common law or equity, rule, ruling or guideline by a competent entity exercising jurisdiction in the relevant matter.

'Loss' includes any loss, cost, expense, damage or liability (including any fine or penalty) whether direct, indirect or consequential loss, present or future, fixed or unascertained, actual or contingent and whether arising under contract (including any breach of this agreement), in equity (including breach of an equitable duty, breach of confidentiality or breach of fiduciary duty), under statute (including breach of statutory duty (to the maximum extent possible)), in tort (including for negligence or negligent misrepresentation) or otherwise (including in restitution).

'MAOP' means maximum allowable operating pressure as specified in Attachment B.

'Measurement Manual' has the meaning given in clause 16.1(a).

'Metering Facility' means a metering station located on the land specified in Attachment A which is made up of valves, filters, metering units, and associated pipework and equipment and meets the requirements in Attachment B.

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

'Monthly Connection Charge' means the monthly charge specified in, or calculated in accordance with, Item 6.

'Operating Pressure' means the operating pressure specified in Attachment B.

'Out-of-Specification Gas' means gas which does not comply with the Gas Specifications.

'Personnel' means a party's employees, consultants, agents, contractors and suppliers.

'Related Body Corporate' has the meaning given in the Corporations Act and a Related Body Corporate of the Service Provider includes the shareholders of SGSP (Australia) Assets Pty Ltd (ABN 60 126 327 624).

'Relevant Jurisdiction' has the meaning given in Item 8.

'Representatives' has the meaning given in clause 24.2(a).

'Responsible Person (Gas Quality Monitoring Equipment)' means the person specified in Item 9.

'Responsible Person (Metering)' means the person specified in Item 10.

'RTU' has the meaning given in clause 16.3(a).

'Sensitive Operational Information' means the following information relating to the electricity or gas business of the Service Provider 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; and
- (f) electricity or gas asset, or network operational constraints or tolerances information.

'Service Provider' means the party identified as such on page 1.

'Service Provider's Land' has the meaning given in Attachment A and includes any Easements.

'Service Provider's Safe Work Systems' means the Service Provider's policy on permissible safe work conditions and procedures covering the Service Provider's Personnel as advised to the Interconnecting Party from time to time.

'Shipper' means a party that has a service contract for a transportation service on the Infrastructure.

'Target Date for Actual Completion' means the date specified in Item 11, subject to variation pursuant to clause 7(b), extension pursuant to 8 or as otherwise determined pursuant to clause 24.

'Tax Invoice' means any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit under the GST Act.

'Website' means the website for the time being described as <http://www.jemena.com.au> but may mean in the future any form of publicly available computer or electronic access to detailed real time and historical information about the Infrastructure (including a secured customer website), authorised by the Service Provider and for the benefit of customers, potential customers, regulators and interested persons and in compliance with any requirements for the public disclosure of information in relation to the Infrastructure.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to the Infrastructure is a reference to the Infrastructure (or any part of the Infrastructure) as extended, expanded, augmented, modified or otherwise reconfigured from time to time;

- (b) a reference to the Interconnecting Party's Facility is a reference to the Interconnecting Party's Facility (or any part of the Interconnecting Party's Facility) as extended, expanded, augmented, modified or otherwise reconfigured from time to time;
- (c) a reference to a clause or attachment is a reference to a clause of or an attachment to this agreement and references to this agreement include any attachment;
- (d) a reference to a party is a reference to a party to this agreement and includes that party's executors, administrators, successors and permitted assigns;
- (e) a reference to a document or agreement includes all amendments or supplements to that document or agreement, and replacements or novations of it;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, modifications, re-enactments or replacements of any of them;
- (g) no waiver of a breach of any provision of this agreement constitutes a waiver of any other breach of such provision or of any other provision;
- (h) words importing the singular include the plural and vice versa;
- (i) words that are gender neutral or gender specific include each gender;
- (j) if a party comprises more than one person, each such person will be jointly and severally liable for the performance of that party's obligations under this agreement;
- (k) if the Interconnecting Party comprises more than one person, it must nominate one person only as the party entitled to receive any payments due to the Interconnecting Party pursuant to this agreement, if applicable;
- (l) a reference to \$ is to the lawful currency of Australia;
- (m) where dates are to be specified numerically, days are to precede months and months are to precede years;
- (n) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (o) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing and a reference to "includes" means "includes without limitation";
- (p) a reference to a thing (including a chose-in-action or other right) includes a part of that thing;
- (q) headings are for convenience only and do not affect the interpretation of this agreement; and
- (r) this agreement may not be construed adversely to a party just because that party prepared it.

1.3 Agreement

This agreement includes the Agreement Details, these Terms and Conditions and any one or more of:

- (a) Attachment A (LOCATION);
- (b) Attachment B (TECHNICAL SPECIFICATIONS);
- (c) Attachment C (INSURANCE REQUIREMENTS);
- (d) Attachment D (SCOPE OF WORKS AND DELIVERABLES); and
- (e) Attachment E (COSTS ESTIMATE FOR CONNECTION WORKS).

2. CONDITIONS PRECEDENT

2.1 Conditions precedent

- (a) Notwithstanding any other provision of this agreement except for clauses 1, this clause (e), 22, 24, 25, 26 and 29, 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 the Service Provider:
- (i) the Interconnecting Party has provided the Service Provider credit support in accordance with clause 21.6(b);
 - (ii) where an extension or other augmentation is required to the Infrastructure, the Service Provider holds good title (or such other appropriate tenure rights as determined by the Service Provider) to the Service Provider's Land;
 - (iii) the Service Provider obtains all the Approvals it requires to carry out the Connection Works and meet its obligations under this agreement;
 - (iv) the Interconnecting Party holds a valid and enforceable right to occupy the Adjacent Land;
 - (v) the Interconnecting Party obtains (and provides the Service Provider with evidence of) all the Approvals it requires to meet its obligations under this agreement (including any Approvals required in relation to the Interconnecting Party's Facility and the Interconnecting Party's Works); and
 - (vi) the Interconnecting Party has effected all insurances required under this agreement and provided the Service Provider with evidence that such insurances have been effected.
- (b) The conditions precedent in clause 2.1(a) are for the benefit of the Service Provider only and may only be waived in writing by the Service Provider.

2.2 Notification

If a party becomes aware that a condition precedent in clause 2.1(a) is satisfied or is unable to be satisfied, then that party must promptly notify the other party in writing.

2.3 Reasonable endeavours

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 2.1(a) are satisfied and, in any event, before the date in Item 22.

2.4 Reimbursement of costs

The Interconnecting Party will reimburse the Service Provider's costs of complying with this clause 1.3(e) (including the Service Provider using its reasonable endeavours to satisfy a condition precedent), even where a condition precedent is not satisfied.

3. TERM AND SURVIVAL

- (a) Subject to clause 1.3(e), this agreement commences on the Execution Date.
- (b) Except for any clauses or obligations in this agreement which are specifically stated to continue or by necessary implication must continue after termination of this agreement, this agreement continues until it is terminated by either party in accordance with clause 25.

PART B: LOCATION AND ACCESS

4. LOCATION AND ACCESS

4.1 Location

- (a) The proposed locations of the Connection Point, the Metering Facility, the Gas Quality Monitoring Equipment and the Interconnecting Party's Facility are as set out in Attachment A.
- (b) The Connection Point will be located on or as close as possible to the boundary of the Service Provider's Land and the Adjacent Land.

4.2 Access

The Interconnecting Party grants to the Service Provider and its Personnel the right to access any land (including the Adjacent Land) to the extent necessary for the Service Provider to perform its obligations under this agreement.

PART C: INTERCONNECTING PARTY'S OBLIGATIONS AND CONNECTION WORKS

5. INTERCONNECTING PARTY'S OBLIGATIONS

5.1 General

The Interconnecting Party:

- (a) agrees to design, construct, commission, own and operate the Interconnecting Party's Facility and the Interconnecting Party's Works at the Interconnecting Party's expense and risk without interference to the normal operation of the Infrastructure;
- (b) without limiting clause 5.1(a), must design, construct, commission, own and operate the Interconnecting Party's Facility and the Interconnecting Party's Works in accordance with:
 - (i) the requirements of this agreement, including Attachment B and Attachment D;
 - (ii) all reasonable technical, safety and reliability requirements of the Service Provider;
 - (iii) the timeframes specified in the Connection Works Schedule for the Interconnecting Party's Facility and the Interconnecting Party's Works and if no timeframes are specified, within such time to enable the Service Provider to achieve Actual Completion by the Target Date for Actual Completion;
 - (iv) any plans and other documents approved by the Service Provider;
 - (v) all applicable Approvals, standards and Laws; and
 - (vi) Good Engineering and Operating Practices;
- (c) must take out and maintain the insurances on the terms and conditions described in Attachment C in relation to its actions and activities under this agreement;
- (d) must ensure that any part of the Interconnecting Party's Works to be performed on the Service Provider's Land, and any activities thereafter to operate, repair and maintain any facility or asset on the Service Provider's Land, is not carried out without first obtaining an authorised work permit from the Service Provider and is then carried out in accordance with the permit, Good Engineering and Operating Practices and any relevant protocols, Approvals or licence conditions imposed on the Service Provider (and of which the Service Provider advises the Interconnecting Party in writing from time to time); and
- (e) acknowledges and agrees that without limiting any other rights of the Service Provider or obligations of the Interconnecting Party under this agreement, the Service Provider will not be

required to commission gas through the Connection Point unless the Interconnecting Party has complied with the terms of this agreement.

5.2 Other obligations

The Interconnecting Party:

- (a) acknowledges that:
 - (i) the pressure at the Connection Point will be the Operating Pressure, limited to MAOP;
 - (ii) pressure and temperature regulation of gas within the Interconnecting Party's Facility will be the Interconnecting Party's responsibility; and
 - (iii) it must perform the Interconnecting Party's Works and all works associated with the Interconnecting Party's Facility;
- (b) agrees to respond to technical queries raised by the Service Provider as soon as possible in accordance with Good Engineering and Operating Practices;
- (c) acknowledges and agrees that if the Connection Point is closed or the flow of gas through the Connection Point is restricted for any reason, it cannot be reopened without the prior consent of the Service Provider;
- (d) must comply with all Laws for disconnecting the Interconnecting Party's Facility from the Infrastructure if and when its right to connect under this agreement ceases and the Service Provider ceases to provide Connection Services;
- (e) must, where required by the Service Provider, provide electricity and water connection services to the Connection Point, but the Service Provider will only be liable to pay for those services where they are separately metered and in the event that those services are provided by the Service Provider, the Service Provider will charge the Interconnecting Party for the cost of those services as part of the Monthly Connection Charge; and
- (f) must, on request by the Service Provider, provide such cooperation as might reasonably be required by the Service Provider to support the ongoing maintenance and operation of the Infrastructure, including in respect of any maintenance activities required to be performed by the Service Provider.

5.3 Restrictions on use of Service Provider's Land

The Interconnecting Party must:

- (a) not undertake any works or activities or store any items, materials or equipment, on the Service Provider's Land without first obtaining an authorised work permit from the Service Provider;
- (b) not enter the Service Provider's Land for any purpose, including for the purpose of accessing the Adjacent Land without first obtaining the Service Provider's written consent;
- (c) where it has obtained an authorised work permit from the Service Provider, contact the Service Provider's nominated representative by giving notice which is at least 5 Business Days prior to commencement of any work or activities on the Service Provider's Land, to arrange and conduct any agreed meeting of the representatives of the Service Provider and the Interconnecting Party and any contractors engaged to carry out any work on the Service Provider's Land;
- (d) notwithstanding clause 5.3(c), the parties acknowledge that in the event of an Emergency, response communications protocols in the Emergency Response Plan may apply in the giving of notice (as applicable);
- (e) following completion of any work or activities on the Service Provider's Land, restore those areas of the Service Provider's Land affected by the work or activities to a standard comparable

to the original condition. In particular, local drainage patterns are to be maintained where reasonably practicable to do so; and

- (f) unless the parties agree otherwise, provide at the Interconnecting Party's expense, all reasonable information (including the provision of all relevant plans and drawings), and a suitably qualified representative to assist with same where reasonably required, to enable the Service Provider to locate, mark, and protect the Interconnecting Party's Facility when augmenting or operating the Infrastructure.

6. CONNECTION WORKS REQUIREMENTS

- (a) The Service Provider:
 - (i) agrees to perform the Connection Works subject to the Interconnecting Party carrying out its obligations under this agreement, including the obligation of the Interconnecting Party to make payments under clause 21;
 - (ii) agrees to use its reasonable endeavours to bring the Connection Works to Actual Completion by the Target Date for Actual Completion; and
 - (iii) will ensure that the Connection Works comply with the specifications set out in Attachment D.
- (b) The Service Provider must take out and maintain the insurances on the terms and conditions described in Attachment C in relation to its actions and activities under this agreement.

7. CONNECTION WORKS SCHEDULE

- (a) The Connection Works Schedule sets out:
 - (i) the key dates and activities for performance of the Connection Works, including the Target Date for Actual Completion of the Connection Works;
 - (ii) the key dates for the performance of the commissioning activities in respect of the Interconnecting Party's Facility and the Interconnecting Party's Works by the Interconnecting Party; and
 - (iii) the dates for performance of the Interconnecting Party's obligations under this agreement, including the performance of the Interconnecting Party's Works,as at the Execution Date.
- (b) The Service Provider may, at any time, vary the Connection Works Schedule and must advise the Interconnecting Party of such change as soon as practicable.

8. DELAY EVENT

If a Delay Event occurs:

- (a) the Service Provider will notify the Interconnecting 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) the Service Provider will determine a reasonable extension to the Target Date for Actual Completion of the Connection Works as a result of the Delay Event;
- (c) a reasonable extension of time under clause 8(b) will be determined by the Service Provider having regard to:
 - (i) the progress made by the Interconnecting Party with respect to the Interconnecting Party's Facility and the Interconnecting Party's Works;

- (ii) the effect of the Delay Event on the ability of the Service Provider to achieve Actual Completion of the Connection Works;
 - (iii) the extent to which the Service Provider has taken, and is taking, reasonable steps to minimise the effects of the Delay Event on the progress of the Connection Works, and the extent to which the Interconnecting Party has facilitated, and is facilitating, the taking of such steps; and
 - (iv) other relevant circumstances as determined by the Service Provider;
- (d) the Target Date for Actual Completion will be extended by the period determined by the Service Provider in accordance with this clause 8 and, without limiting the Service Provider's rights under clause 7(b), the Service Provider will vary the Connection Works Schedule as necessary and advise the Interconnecting Party of such change as soon as practicable; and
- (e) the Service Provider must use reasonable endeavours to minimise the extent to which the Delay Event affects the progress of the Connection Works and the Interconnecting Party must facilitate those endeavours.

9. ACTUAL COMPLETION OF CONNECTION WORKS

As soon as practicable after the Service Provider brings the Connection Works to Actual Completion, the Service Provider will notify the Interconnecting Party of the date on which Actual Completion occurred (such date notified by the Service Provider being the **Date of Actual Completion**).

10. TITLE IN THE CONNECTION WORKS AND DELIVERABLES

- (a) Notwithstanding payment of the Connection Works Price:
- (i) title to the Connection Works will remain with the Service Provider at all times; and
 - (ii) the Interconnecting Party acknowledges that all documents, information, records and data and Intellectual Property in all documents, information, records and data created, generated, collected or developed by or on behalf of the Service Provider in connection with this agreement (including the Connection Works) will vest in and remain the exclusive property of the Service Provider.
- (b) The Interconnecting Party warrants to the Service Provider that the provision of any design, document or method of working provided to the Service Provider or used in connection with this agreement (including the deliverables specified in Attachment D) will not infringe any industrial or Intellectual Property rights of a third party and the Interconnecting Party agrees to indemnify the Service Provider against any claim or Loss resulting from any alleged infringement.
- (c) Without limiting clause 3(b), this clause 10 survives the termination of this agreement.

11. OWNERSHIP, OPERATION AND MAINTENANCE

11.1 Ownership, operation and maintenance

- (a) Subject to clause 11.1(c), all facilities on the Infrastructure side of the Connection Point, including the Infrastructure and the Connection Works, will be owned, operated and maintained by the Service Provider.
- (b) Subject to clause 11.1(c), all facilities on the Interconnecting Party's Facility side of the Connection Point, including the Interconnecting Party's Facility and the Interconnecting Party's Works, will be owned, operated and maintained by the Interconnecting Party.
- (c) The parties agree that:
- (i) the Metering Facility will be operated and maintained by the party specified in Item 12; and

- (ii) the Gas Quality Monitoring Equipment will be operated and maintained by the party specified in item 13.

11.2 Operation and maintenance

Each party will:

- (a) be responsible for the operation and maintenance of its respective facilities and equipment as specified in clause 11.1 and must maintain those facilities as prudent operators of those facilities and in accordance with all applicable Laws (including the National Gas Rules), Approvals and Good Engineering and Operating Practices; and
- (b) use reasonable endeavours to co-ordinate any maintenance or operational matters with each other and must provide to the other party, access to appropriate charts, electronic or other data and records, including measurement and SCADA information necessary to co-ordinate those matters. Such access must be provided at no cost to the receiving party and clause 26.2 will apply to any Sensitive Operational Information.

11.3 Interconnecting Party's Facility maintenance program

- (a) By no later than the date specified in Item 14, the Interconnecting Party must provide to the Service Provider a program for the 12 months commencing on the first day of January of the following year outlining any planned works, repairs or maintenance on the Interconnecting Party's Facility. The Interconnecting Party must give the Service Provider as much notice as is reasonably practicable of any changes to that program.
- (b) The program under clause 11.3(a) must include any planned works, repair or maintenance on the Metering Facility, the Gas Quality Monitoring Equipment or both, if the Interconnecting Party is the party responsible for their operation and maintenance under clause 11.1.

11.4 Metering Facility and Gas Quality Monitoring Equipment maintenance

If the Service Provider is the party responsible for operating and maintaining the Metering Facility, the Gas Quality Monitoring Equipment or both under this agreement, then provided that the Service Provider:

- (a) by no later than 1 December of each year, publishes on its Website a program for the 12 months commencing on the first day of January of the following year outlining any planned works, repairs or maintenance;
- (b) consults with the Interconnecting Party; and
- (c) uses reasonable endeavours to carry out the works, repairs or maintenance to the Metering Facility, the Gas Quality Monitoring Equipment or both (as applicable) so as to avoid or minimise, so far as is reasonably practicable, disruption to the Connection Services to the Interconnecting Party,

then the Service Provider may, without liability to the Interconnecting Party, close, or restrict the flow of gas through, the Connection Point to the extent necessary to carry out the relevant works, repairs or maintenance.

11.5 Cooperation

- (a) The parties must consult and co-operate in relation to the operation of the Connection Point with a view to facilitating safe and efficient operations in accordance with applicable Laws, Approvals and in accordance with Good Engineering and Operating Practices.
- (b) If a party is aware of circumstances which, in its reasonable opinion based on Good Engineering and Operating Practices, threaten the operational integrity of the parties' respective facilities or has the potential to threaten any facilities on the Infrastructure side of the Connection Point, then it must immediately advise the other party. The parties must consult and co-operate with

each other to take all reasonable actions, including in making changes to gas flows through the Connection Point, to alleviate any such adverse conditions promptly.

11.6 Emergency Response Plan

- (a) The Interconnecting Party acknowledges and agrees that the Service Provider has in place (or will have in place) safety and security procedures applicable to the Infrastructure in the case of an Emergency or potential Emergency, as updated from time to time (**Emergency Response Plan**).
- (b) The Interconnecting Party must ensure that in the case of an Emergency or potential Emergency, it complies with and ensures that its Personnel comply with, the requirements and procedures set out in the Emergency Response Plan and any lawful directions given by the Service Provider in connection with the Emergency.

PART D: CONNECTION SERVICES

12. CONNECTION SERVICES

12.1 Connection Services

During the Connection Services Term, the Service Provider agrees to permit the Interconnecting Party to connect the Interconnecting Party's Facility to the Infrastructure at the Connection Point and keep the Interconnecting Party's Facility connected to the Infrastructure at the Connection Point, subject to the terms of this agreement (**Connection Services**).

12.2 Gas transportation agreement

- (a) The Service Provider will only be obligated to provide Connection Services if, and for so long as, there is a gas transportation agreement between the Service Provider and a Shipper for that Connection Point or other equivalent arrangement satisfactory to the Service Provider in its sole and absolute discretion.
- (b) Each of the Service Provider and the Interconnecting Party must notify the other as soon as reasonably possible if it becomes likely that there will be no Shipper in respect of the Connection Point at which time the Service Provider and the Interconnecting Party will discuss and negotiate in good faith alternative arrangements in respect of gas transportation. If after 60 Business Days such negotiations fail and there is no Shipper with a gas transportation agreement at that time for the Connection Point (or other equivalent arrangement satisfactory to the Service Provider in its sole and absolute discretion), the Service Provider may in its absolute and sole discretion close or restrict the flow of gas through the Connection Point.

13. THIRD PARTY CONNECTIONS AND ALLOCATIONS

13.1 Connection by other parties

The Interconnecting Party acknowledges and agrees that the Service Provider may permit other parties to connect their facilities to the Infrastructure, provided that:

- (a) it is technically feasible and consistent with the safe and reliable operation of the Infrastructure;
- (b) that other party agrees to fund the costs associated with that connection; and
- (c) a separate metering facility is installed to account for gas supplied to each party connected to the Infrastructure.

13.2 Allocations

- (a) The Interconnecting Party acknowledges that the Service Provider may receive or deliver gas on behalf of multiple Shippers at the Connection Point. In the event that more than one Shipper enters into a transportation contract with the Service Provider for the receipt or delivery of gas to the Connection Point, the Interconnecting Party will assist the Service Provider as reasonably

required to establish the allocation rule that will be used to allocate gas between users at the Connection Point.

- (b) Until such time as agreement can be reached, the Service Provider will determine the allocation of quantities of gas received or delivered under each Shipper's service on each gas day for the account of the Shipper and other Shippers taking into account, priority of service and nominations.

13.3 No obligation for upgrades

The Service Provider has no obligation to make any upgrades to the Infrastructure or any other facility or equipment to enable flows which are higher than the design flows of gas as stated in Attachment B.

13.4 Emergencies

If the Service Provider (acting reasonably and in accordance with Good Engineering and Operating Practices) believes that it is necessary to carry out works, repairs or maintenance in order to prevent or mitigate an Emergency, then the Service Provider may close, or restrict the flow of gas through, the Connection Point to the extent necessary to carry out such works, repairs or maintenance, provided that:

- (a) the Service Provider must give the Interconnecting Party as much notice of the closure or restriction as is reasonably practicable; and
- (b) the Service Provider will not be liable to the Interconnecting Party for such closure or restriction to the extent that the closure or restriction is not caused by the Service Provider's default, negligence or failure to comply with Good Engineering and Operating Practices.

14. CLOSURE AND INTERRUPTION

- (a) Each party must advise the other party by telephone or other electronic means as soon as practicable after becoming aware of an impending or actual closure of the Connection Point or an impending or actual restriction of flow of gas through the Connection Point, and the reasons for such closure or restriction.
- (b) The Service Provider may, without liability to the Interconnecting Party, close the Connection Point or restrict the flow of gas through the Connection Point:
 - (i) in accordance with clause 11.4;
 - (ii) where the Interconnecting Party is responsible for operating and maintaining the Metering Facility, the Gas Quality Monitoring Equipment or both, the relevant facility or equipment is not available or not operated or maintained in accordance with the requirements of this agreement;
 - (iii) in accordance with clause 12.2(b);
 - (iv) in accordance with clause 13.4;
 - (v) in accordance with clause 15.5;
 - (vi) where there is a Force Majeure Event under and in accordance with clause 17;
 - (vii) in accordance with clause 21.5;
 - (viii) where the gas does not comply with pressure or odourisation requirements set out in this agreement;
 - (ix) where the Service Provider (or a Related Entity of the Service Provider) is required or permitted to do so under a gas transportation agreement with a Shipper (or other equivalent arrangement);

- (x) where the Service Provider reasonably considers that such action is reasonably necessary to ensure that the Services Provider can comply with its obligations under the gas transportation agreements with Shippers (or other equivalent arrangements);
- (xi) where the Service Provider is required or permitted to do so under any applicable Law or under a direction of a Government Agency;
- (xii) in accordance with any Service Provider curtailment methodologies or policies applicable to the Infrastructure pursuant to the National Gas Rules; and
- (xiii) in any other circumstances in which this agreement permits or authorises the Service Provider to close the Connection Point or to restrict the flow of gas through the Connection Point.

15. GAS QUALITY AND ODOURISATION

15.1 Gas must comply with Gas Specifications

- (a) All gas flowing from:
 - (i) the Interconnecting Party's Facility through the Connection Point; or
 - (ii) the Infrastructure through the Connection Point,(as applicable) must:
 - (iii) have measured or calculated values for certain parameters within stated tolerances, as specified in Attachment B; and
 - (iv) be free, by normal commercial standards, from objectionable odours and from sand, dust and other solid or liquid matters, crude oil, waxes, gums and gum forming constituents, aromatic hydrocarbons, fluorine, chlorine, glycols, methanol, radioactive substances, trace metals including sodium, potassium, calcium, lead, vanadium, magnesium, lithium, mercury, cadmium, bismuth, arsenic, antimony, phosphorus, boron, gallium, and indium and any other substance or thing,(together, the **Gas Specifications**).
- (b) If at any time, amendments to the Gas Specifications are required by any Law or Australian standard to be applied by the Service Provider to the Infrastructure, the Service Provider may amend the Gas Specifications to be consistent with any such Law or Australian standard, and if so, will provide written notice to the Interconnecting Party setting out the amended specification and requiring compliance with that amended specification effective from the date established in the relevant Law or Australian standard.
- (c) If the Service Provider provides written notice under clause 15.1(b), the Interconnecting Party must comply with the amended Gas Specifications from the date of receipt of the notice (or the date that the notice states the changes will take effect, if later) at its own cost.
- (d) The Interconnecting Party acknowledges and agrees that the Service Provider may commingle all gas which enters into the Infrastructure.

15.2 Arrangements to prevent flow of Out-of-Specification Gas

[Option 1 – Where the Connection Point is a receipt point.]

The Interconnecting Party must have, and the Service Provider may request evidence from time to time, of arrangements in place to prevent gas entering the Infrastructure that does not meet the Gas Specifications.

[Option 2 – Where the Connection Point is a delivery point.]

The Service Provider has facilities upstream of the Connection Point which enables the Service Provider to prevent gas that does not meet the Gas Specifications from arriving at the Connection Point.

15.3 Gas Quality Monitoring Equipment

- (a) The Responsible Person (Gas Quality Monitoring Equipment) must have in place the Gas Quality Monitoring Equipment to monitor the quality of gas entering at the Connection Point.
- (b) The party responsible for operating and maintaining the Gas Quality Monitoring Equipment in accordance with clause 11.1(c)(ii) must ensure that the Gas Quality Monitoring Equipment is operated and maintained in accordance with the Measurement Manual.
- (c) The party responsible for operating and maintaining the Gas Quality Monitoring Equipment in accordance with clause 11.1(c)(ii) must monitor the quality of gas entering at the Connection Point in accordance with the Measurement Manual.

15.4 Notice

- (a) If any party becomes aware that any Out-of-Specification Gas is to enter or has entered the Connection Point, it must as soon as reasonably practical, notify the other party by telephone.
- (b) After notifying the other party by telephone, the party who has become aware that Out-of-Specification Gas is to enter or has entered the Connection Point, must as soon as reasonably practical, issue a written notice identifying:
 - (i) the way in which the gas differs from the Gas Specifications;
 - (ii) the quantity of gas affected; and
 - (iii) the expected duration of the receipt or delivery of the Out-of-Specification Gas.

15.5 Out-of-Specification Gas at Connection Point

- (a) If the Service Provider becomes aware, or has a reasonable belief, that any Out-of-Specification Gas is to enter or has entered the Connection Point, the Service Provider may, but is not obliged to, suspend (wholly or partially) receipt or delivery of gas at that Connection Point with immediate effect or at such time as the Service Provider considers reasonable taking into account the timing of gas flow in the Infrastructure, until the Service Provider is reasonably satisfied that gas supplied or received at the Connection Point complies with the Gas Specifications.
- (b) In determining whether to take action under clause 15.5(a), the Service Provider may take into account the following factors:
 - (i) the effect the Out-of-Specification Gas will have (including the effect on Shippers);
 - (ii) the obligations of the Service Provider; and
 - (iii) the safety and integrity of the Infrastructure.

15.6 Odourisation

The party specified in Item 15 must ensure that gas injected into the Connection Point has been odourised in accordance with Attachment B.

16. MEASUREMENT AND ACCESS

16.1 Measurement Manual

- (a) The Service Provider must use reasonable endeavours to maintain an up-to-date version of its measurement manual for the Infrastructure (the **Measurement Manual**) published on the Website. The Measurement Manual includes the technical requirements for measuring

equipment, calibration and accuracy validation procedures, re-calibration limits and the gas specification standard.

- (b) The technical requirements in the Measurement Manual must be in accordance with Good Engineering and Operating Practices and conform to appropriate Australian and international standards and codes specified in the Measurement Manual. The Service Provider may from time to time update or amend the Measurement Manual to reflect new technologies and standards consistent with the terms and conditions of this agreement, by providing notice to the Interconnecting Party.

16.2 Access to measurement and gas quality records

- (a) The party who is not the party responsible for operating and maintaining:

- (i) the Metering Facility; or
- (ii) the Gas Quality Monitoring Equipment,

in accordance with clause 11.1(c)(i) or 11.1(c)(ii) (as applicable) may, at any reasonable time and upon reasonable notice, inspect the records for the previous twelve (12) months pertaining to the validation, inspection and maintenance of measuring equipment at the Metering Facility or the Gas Quality Measuring Equipment (as applicable).

- (b) The party responsible for operating and maintaining:

- (i) the Metering Facility; or
- (ii) the Gas Quality Monitoring Equipment,

in accordance with clause 11.1(c)(i) or 11.1(c)(ii) (as applicable), may give the other party prior written notice of, and will permit the other party to be present at (at the other party's cost), all routine inspection and periodic validation of such measuring equipment. If at other times the other party reasonably believes that particular measuring equipment at the Metering Facility or the Gas Quality Measuring Equipment specified in this agreement is inaccurate, the party responsible for operating and maintaining the relevant equipment in accordance with clause 11.1(c)(i) or 11.1(c)(ii) (as applicable), must act on the other party's written request to calibrate such measuring equipment as soon as it is convenient to do so.

- (c) The party requesting the calibration must pay the cost of calibration if the measuring equipment is accurate within the tolerances set out in the Measurement Manual. Otherwise, the party responsible for operating and maintaining the relevant equipment in accordance with clause 11.1(c)(i) or 11.1(c)(ii) (as applicable) must pay the cost of calibration.
- (d) The party responsible for operating and maintaining the relevant equipment in accordance with clause 11.1(c)(i) or 11.1(c)(ii) (as applicable) will, subject to clause 16.2(e), provide to the other party access to gas measurement and quality data.
- (e) **[Option 1 – Where Interconnecting Party is the party responsible for operating and maintaining the Gas Quality Measuring Equipment]**

The Interconnecting Party must provide Service Provider with access to a continuous stream of gas quality data in real time in accordance with the requirements of the Measurement Manual or such project specific requirements as are agreed in writing between the Parties.

[Option 2 – Where Service Provider is the party responsible for operating and maintaining the Gas Quality Measuring Equipment]

The Service Provider agrees to provide the Interconnecting Party reasonable access to gas quality data from the Service Provider's chromatographs required by the Interconnecting Party for the purpose of satisfying gas quality obligations under the National Gas Rules and any

applicable Laws, subject to receiving at least five (5) Business Days' written notice from the Interconnecting Party.

16.3 Remote telemetry unit

- (a) The Interconnecting Party may, at its own expense and subject to any reasonable conditions of the Service Provider arising out of regulatory and other requirements, connect a telemetering system via an appropriate modem link (consisting of a modem, signal converters and connections) to the station remote telemetry unit (the **RTU**) located inside the Metering Facility.
- (b) The RTU must not interfere with the Metering Facility.
- (c) The Interconnecting Party must indemnify the Service Provider and hold it harmless from all Loss incurred by the Service Provider arising from the Interconnecting Party installing and operating the RTU. The Service Provider will specify the basis upon which the measurement data is gathered and the technical limitations of such data, but will not otherwise be legally responsible for the accuracy of that information.

16.4 Pulsation dampening equipment

The Interconnecting Party must (at its cost) provide or cause to be provided such pulsation dampening equipment as may be necessary on the Interconnecting Party's Facility side of the Connection Point to ensure that they do not cause interference with the accuracy of the measuring equipment due to non-uniform flow.

PART E: CHANGE IN CIRCUMSTANCE

17. FORCE MAJEURE EVENT

- (a) A party is excused from performance of, and is not liable for any failure to carry out any of its obligations under this agreement to the extent that it is prevented from doing so by a Force Majeure Event. However, a party's lack of funds or inability to use funds will not constitute a Force Majeure Event.
- (b) If a party claims it is prevented from performing any obligation under this agreement because of a Force Majeure Event, it must:
 - (i) 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;
 - (ii) use its reasonable endeavours to remedy the consequences of the Force Majeure Event without delay; and
 - (iii) resume full performance of its obligations under this agreement as soon as reasonably practicable.
- (c) If, and to the extent that the Service Provider is unable to complete, commission or operate the Connection Works due to a Force Majeure Event, the parties will negotiate in good faith to agree any necessary modifications to the Connection Works so that the Service Provider can otherwise complete, commission and operate the Connection Works.
- (d) If a Force Majeure Event affecting:
 - (i) the performance of the Connection Works; or
 - (ii) the Connection Services,

persists continually for more than 6 months, a party may by giving 10 Business Days' notice to the other party, terminate this agreement, in which case clause 25 will apply.

18. NEW TAXES, CHARGES AND FEES AND CARBON CHARGE

18.1 New Taxes, Charges and Fees

- (a) If during the term of this agreement a new Tax, Charge or Fee of general application is imposed or levied on the Service Provider, or if an existing Tax, Charge or Fee is increased, wholly or partly, by reference to matters covered under this agreement, the Interconnecting Party must pay the Service Provider, as an additional charge, the amount of such Tax, Charge or Fee, or increase.
- (b) In this clause 18:
- (i) **'Tax'** means a tax, duty or surcharge, however imposed and by whatever name called, but does not include tax payable on either party's income from the operation of the Infrastructure, the Metering Facility, the Gas Specification Monitoring Equipment or the Interconnecting Party's Facility; and
- (ii) **'Charge'** or **'Fee'** means a charge or fee imposed by a Government Body, whatever it is called, and whatever the reason for imposing it,
- but excluding any Carbon Charge.

18.2 Carbon Charge

If the Service Provider or any Related Body Corporate of the Service Provider is required to pay any Carbon Charge in connection with this agreement or any payment the Service Provider receives from the Interconnecting Party under this agreement, then the Interconnecting Party must pay to the Service Provider an additional amount that the Service Provider determines to be necessary to ensure that the Service Provider or any Related Body Corporate of the Service Provider receives, when due, a net amount (after payment of any Carbon Charge (including in respect of each additional amount)) that is equal to the full amount it would have received if the payment of Carbon Charge had not been made.

19. CHANGES TO NATIONAL GAS RULES

If the National Gas Rules are amended in a manner that is relevant to or affects the rights and obligations of the Service Provider or the Interconnecting Party under this agreement, then either party may make a request to the other party that this agreement is amended to adopt or reflect the amendments to the National Gas Rules, in which case, each party must use reasonable endeavours to agree and execute an amendment to this agreement which adopts or reflects those amendments.

PART F: FINANCIALS, INDEMNITIES AND LIABILITIES

20. CONNECTION WORKS PRICE AND MONTHLY CONNECTION CHARGE

20.1 Connection Works Price

- (a) The Interconnecting Party must pay the Connection Works Price in accordance with clause 21.
- (b) A non-binding estimate of the costs for the Connection Works is set out in Attachment E. The Interconnecting Party acknowledges and agrees that the costs in Attachment E are estimates only and that the actual costs may be greater or lower than this estimate.

20.2 Monthly Connection Charge

The Interconnecting Party must pay the Monthly Connection Charge in accordance with clause 21.

21. INVOICING AND PAYMENT

21.1 Invoicing

- (a) Prior to the Date of Actual Completion, the Service Provider will invoice the Interconnecting Party each month for the Connection Works Price incurred by the Service Provider in the

preceding month. The Service Provider must provide reasonable supporting evidence to the Interconnecting Party that such expenditure has been incurred and will provide the Interconnecting Party with a Tax Invoice for the relevant portion of the Connection Works Price so incurred plus the full amount of any GST payable under this agreement.

- (b) On the 5th day of each month after the Date of Actual Completion or within a reasonable time thereafter, the Service Provider will issue the Interconnecting Party with a Tax Invoice covering the Monthly Connection Charge plus GST for the previous month or part thereof.

21.2 Payment

Subject to clause 21.3 and without limiting any other rights that the Service Provider may have under this agreement or under Law:

- (a) the Interconnecting Party must pay the amount in a Tax Invoice issued under clause 21.1 to the Service Provider within 15 Business Days of the Service Provider issuing the Tax Invoice; and
- (b) if the Interconnecting Party does not pay the full amount of a Tax Invoice issued under clause 21.1 to the Service Provider within 15 Business Days of the Service Provider issuing the Tax Invoice, the Service Provider may, without affecting any other rights it might have, suspend the Connection Works or the Connection Services (as applicable), pursuant to clause 21.5.

21.3 Disputed amounts

- (a) If the Interconnecting Party disputes in good faith any part of the amount set out in a Tax Invoice as due and payable, the Interconnecting Party must pay the undisputed portion set out in a Tax Invoice in accordance with clause 21.2 and must at the same time, notify the Service Provider of the amount disputed and the reasons the Interconnecting Party disputes that portion of the Tax Invoice.
- (b) Upon receipt of the Interconnecting Party's notice under clause 21.3(a), the Service Provider and the Interconnecting Party must discuss as soon as practicable with a view to settling the disputed amount. If, upon the expiry of 10 Business Days after receipt by the Service Provider of a notice issued pursuant to clause 21.3(a), the parties have not reached agreement, the matter may be referred for dispute resolution under clause 24.

21.4 Interest payments

- (a) If the Interconnecting Party fails to pay a Tax Invoice by the date set out in clause 21.2, the Interconnecting Party must pay the Service Provider interest on the overdue amount, calculated on daily balances at the rate specified in Item 16 and capitalised monthly.
- (b) The date for the commencement of calculation of interest is the date that the original amount became due and payable, even in the event there is a court judgment.

21.5 Suspension of works or services

Without limiting any other remedy that the Service Provider may have under this agreement (including the payment of interest for late payment) or at Law and notwithstanding clause 21.3, if the Interconnecting Party fails:

- (a) to make a payment due under this agreement upon that payment becoming due; or
- (b) to provide credit support under clause 21.6(b) or 21.6(c),

the Service Provider may suspend the Connection Works or the Connection Services (as appropriate), and the Interconnecting Party must indemnify the Service Provider in respect of any Loss incurred by the Service Provider in suspending and recommencing the Connection Works or the Connection Services (as appropriate) (including any demobilisation, labour and holding costs). The Service Provider

will recommence the Connection Works or the Connection Services (as appropriate) as soon as practicably possible after:

- (c) all outstanding amounts have been paid in full (including any interest due) by the Interconnecting Party; or
 - (d) the credit support required under clause 21.6(b) or 21.6(c) has been provided,
- as the case may be.

21.6 Warranty as to credit rating and security

- (a) The Interconnecting Party warrants that it has, and will continue to have during the term of this agreement, the credit rating specified in Item 17 or better, or a short-term debt rating specified in Item 18 or better, from a rating agency acceptable to the Service Provider.
- (b) On and from the Execution Date until the Date of Actual Completion, the Interconnecting Party must provide and maintain credit support in the amount set out in Item 19 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 the Service Provider.
- (c) During the Connection Services Term, if the Service Provider has reason to believe that the Interconnecting Party's financial circumstances have changed to a materially adverse extent such that the Interconnecting Party can no longer meet either one, or both of, the tests set out in clause 21.6(a), the Service Provider may request in writing that the Interconnecting Party provide and maintain credit support in a form reasonably determined by the Service Provider and which may include:
 - (i) an irrevocable, on-demand and unconditional bank guarantee;
 - (ii) a letter of credit; or
 - (iii) cash equivalent to three (3) months' Monthly Connection Charge,and the Interconnecting Party must provide such credit support within 20 Business Days of the request, failing which the Service Provider may suspend the Connection Services pursuant to clause 21.5.

22. INDEMNITY AND LIABILITIES

22.1 Indemnity for Service Provider

- (a) The Interconnecting Party must indemnify and keep indemnified the Service Provider for any Loss suffered or incurred by the Service Provider arising wholly or partly from or in connection with:
 - (i) a breach this agreement by; or
 - (ii) a wrongful act or omission of,the Interconnecting Party or its Related Body Corporate or their respective Personnel.
- (b) The indemnity under clause 22.1(a) will be reduced proportionately to the extent that any negligence of, or breach of this agreement by, the Service Provider, its Related Body Corporate or their respective Personnel, contributed to the Loss.

22.2 Exclusion of liability

- (a) The Service Provider is not liable for any:
- (i) loss of revenue;
 - (ii) loss of reputation;
 - (iii) loss of profits;
 - (iv) loss of production;
 - (v) loss of contract;
 - (vi) liability to a customer or a third party;
 - (vii) loss of opportunity; or
 - (viii) 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 or otherwise) for any suffered or incurred by the Interconnecting Party arising out of or in connection with this agreement.

- (b) The exclusion of the liability of the Service Provider in clause 22.2(a) applies whether or not the Interconnecting Party was aware of the possibility of such Loss when this agreement was entered into.

22.3 Limitation of liability

The total aggregate liability of the Service Provider to the Interconnecting Party arising out of or in connection with this agreement will no event exceed an amount equal to the amount set out in Item 20.

22.4 Survival

Without limiting clause 3(b), this clause 22 survives the termination of this agreement.

23. GST

- (a) Words or expressions used in this clause 23 that are defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) have the same meaning in this clause 23.
- (b) Any consideration to be paid or provided under or in connection with this agreement, for a supply made or to be made under or in connection with this agreement, does not include an amount on account of GST unless otherwise stated in this agreement.
- (c) To the extent that any supply made under or in connection with this agreement is a taxable supply, the consideration payable or to be provided for that supply but for the application of this clause 23 (**GST Exclusive Amount**) must be increased by an additional amount equal to the GST that the supplier is or becomes liable to pay in respect of that taxable supply (**GST Amount**), so that the supplier retains, after deducting the GST Amount, the GST Exclusive Amount.
- (d) The GST Amount must be paid by the recipient of the taxable supply to the supplier without set off, deduction or requirement for demand, at the same time as the GST Exclusive Amount is required to be paid or provided under this agreement, except the recipient need not pay unless the recipient has received a Tax Invoice (or an adjustment note) for that taxable supply. Where the GST is not referable to an actual payment then it will be payable within 10 Business Days after a Tax Invoice being issued by the party making the supply.
- (e) If a payment to a party under this agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced

by the amount of any input tax credit to which that party is entitled for that loss, cost or expense. That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise and, if a taxable supply, must be increased by the GST payable in relation to the supply and a Tax Invoice will be provided by the party being reimbursed or indemnified.

- (f) If a party is a member of a GST group, references to GST which the party must pay, and to input tax credits to which the party is entitled, include GST which the representative member of the GST group must pay and input tax credits to which the representative member is entitled.
- (g) If the GST Act should change such that the Service Provider is unable to claim input tax credits for acquisitions made by the Service Provider in the course of making supplies under this agreement (that is, acquisitions that were creditable acquisitions at the Execution Date), then the consideration payable under this agreement will be adjusted to enable the Service Provider to recover its resulting increased costs.

PART G: DISPUTE RESOLUTION

24. DISPUTE RESOLUTION

24.1 Procedure for resolving Disputes

Subject to clause 21.3, all disputes or differences between the parties arising out of or in connection with this agreement (each a '**Dispute**') must be resolved in accordance with this clause 24.

24.2 Executive negotiation

- (a) If a party claims that a Dispute has arisen, that party may give written notice of the Dispute to the other party describing the nature of the Dispute (**Dispute Notice**) and requesting that the Dispute be referred for resolution by negotiation between senior executive representatives of the parties (**Representatives**).
- (b) The Representatives must have the authority to agree a resolution of the Dispute.
- (c) The Representatives of both parties must meet and attempt in good faith to resolve the Dispute (in whole or in part) within 10 Business Days after the date on which the Dispute Notice is received (or such later date as the parties may agree in writing).
- (d) Any agreement reached by the Representatives must be in writing, signed by or on behalf of each party, and will be contractually binding on the parties.

24.3 Mediation

- (a) If a Dispute which has been referred to the Representatives for resolution under clause 24.2 has not been resolved (in whole or in part) after the expiration of the period referred to in clause 24.2(c), either party may refer the Dispute to mediation administered by the Australian Disputes Centre.
- (b) The mediation must be conducted in accordance with the Australian Disputes Centre Guidelines for Commercial Mediation which are in effect at the time the Dispute is referred to Australian Disputes Centre.
- (c) The Australian Disputes Centre Guidelines for Commercial Mediation set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- (d) The terms of the Australian Disputes Centre Guidelines for Commercial Mediation are hereby deemed incorporated into this agreement.

24.4 Reference to arbitration

If a Dispute which has been referred to the Australian Disputes Centre for mediation under clause 24.3 has not been resolved (in whole or in part) after 28 days after the Dispute has been referred to the

Australian Disputes Centre in accordance with clause 24.3(a) (or such later date as the parties may agree in writing), either party may refer the Dispute to arbitration in accordance with clause 24.5.

24.5 Arbitration

- (a) Arbitration in accordance with this clause 24.5 will be conducted in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Rules) and otherwise as set out in this clause 24.5.
- (b) The seat of the arbitration will be specified in Item 21.
- (c) The arbitral tribunal will consist of one arbitrator appointed in accordance with the ACICA Rules.
- (d) The language of the arbitration will be English.
- (e) The law governing this arbitration agreement is the law applying in the Relevant Jurisdiction.
- (f) Any award will be final and binding on the parties.

24.6 No suspension of obligations

Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this agreement.

24.7 Urgent interlocutory relief

Nothing in this clause 24 will prevent a party from seeking urgent interlocutory relief at any time from a court of competent jurisdiction.

24.8 Survival

Without limiting clause 3(b), this clause 24 survives the termination of this agreement.

PART H: TERMINATION

25. TERMINATION

25.1 Immediate termination by either party

Either party (the **First Party**) may terminate this agreement by giving written notice to the other party (the **Second Party**) with immediate effect:

- (a) if an Insolvency Event has occurred in relation to the Second Party; or
- (b) pursuant to clause 17(d); or
- (c) if the Second Party, by act or omission, breaches any material provision of this agreement (other than an obligation to pay any amount that is due and payable) and:
 - (i) where the breach is capable of remedy, fails to remedy the breach within 20 Business Days (or such longer period that the First Party may agree in writing, having regard to the nature of the breach) after the receipt of notice given by the First Party requiring the Second Party to remedy the breach; or
 - (ii) where the breach is not capable of remedy, fails to mitigate the consequences (actual and potential) of the breach to the reasonable satisfaction of the First Party within 20 Business Days (or such longer period that the First Party may agree in writing, having regard to the nature of the breach) after the receipt of notice given by the First Party requiring the Second Party to mitigate the consequences of the breach.

25.2 Termination for convenience by the Interconnecting Party

At any time after the commencement of the Connection Services Term, the Interconnecting Party may terminate this agreement by giving 12 months' prior written notice to the Service Provider that the Connection Services are no longer required, provided that the Interconnecting Party disconnects the Interconnecting Party's Facility from the Infrastructure and complies with clause 25.525.5(a).

25.3 Termination by Service Provider

Notwithstanding clause 25.1, the Service Provider may terminate this agreement by giving written notice to the Interconnecting Party if:

- (a) a suspension has occurred under clause 21.5, and the suspension has continued for more than nine (9) months;
- (b) the conditions precedent set out in clause 2.1(a) have not been satisfied or waived by the Service Provider on or before the date specified in Item 22;
- (c) an amount due and payable by the Interconnecting Party under this agreement remains unpaid for more than five (5) Business Days after the period set out in clause 21.2(a) and is not paid within three (3) Business Days of a notice from the Service Provider requiring payment of that amount;
- (d) the Connection Point is closed or the flow of gas through the Connection Point is restricted by the Service Provider in accordance with clause 12.2(b);
- (e) the Interconnecting Party has not completed the Interconnecting Party's Works by the Interconnecting Party's Works Sunset Date; or
- (f) gas has not flowed through the Connection Point for a consecutive period of 24 months or more.

25.4 Effect of termination on amounts payable

- (a) Notwithstanding any other provision of this agreement, any amount payable by, or liability of, the Interconnecting 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 the Service Provider on the date on which this agreement is terminated.
- (b) In the event that this agreement is terminated prior to the Date of Actual Completion, the liability of the Interconnecting Party for the purposes of clause 25.4(a) will include:
 - (i) all instalments of the Connection Works Price invoiced up to the date of termination and not yet paid by the Interconnecting Party;
 - (ii) all costs incurred by the Service Provider up to the date of termination in carrying out the Connection Works;
 - (iii) all liabilities in connection with carrying out the Connection Works which the Service Provider cannot terminate or avoid (including as a result of contractual obligations to contractors and suppliers);
 - (iv) the costs set out in clause 25.6; and
 - (v) a margin of the percentage specified in Item 5 applied to each the costs set out in clauses 25.4(b)(ii) to 25.4(b)(iv) (inclusive) to cover the Service Provider's overheads.

25.5 Other consequences of termination

If this agreement is terminated (for any reason):

- (a) the Interconnecting Party must comply with any reasonable requirements notified by the Service Provider relating to timing of disconnection, safety, operations, third party installations, entry or access onto land and making good any damage; and
- (b) the Service Provider may (at its sole and absolute discretion) decommission (or decommission and remove) any infrastructure, equipment or assets associated with the interconnection under this agreement.

25.6 Consequences of decommissioning

If the Service Provider, under clause 25.525.5(b), decommissions (or decommissions and removes) any infrastructure, equipment or assets associated with the connection under this agreement, then the Interconnecting Party must pay the Service Provider's reasonable costs of:

- (a) decommissioning or decommissioning and removing the infrastructure, equipment or assets associated with the interconnection under this agreement (in whole or part) including the cost of restoring and remediating the Service Provider's Land to its former state, as though the infrastructure, equipment or asset had never been constructed;
- (b) such other work determined to be necessary to ensure the continued safe operation and integrity of the Infrastructure following the decommissioning or decommissioning and removal the infrastructure, equipment or assets associated with the interconnection under this agreement; and
- (c) the Service Provider's Personnel engaged in the activities set out in clause 25.6(a) and 25.6(b) and a margin of the percentage specified in Item 5 for the Service Provider's overheads relating to those Personnel.

25.7 Preservation of rights

Nothing in this clause 25 prejudices the rights of the Service Provider at Law, including the Service Provider's rights to recover damages for a breach of this agreement.

25.8 Interconnecting Party's rights

Where this agreement is terminated by the Interconnecting Party under clause 25.1, the Service Provider's liability to the Interconnecting Party will (subject to the limitations and exclusions of liability set out in this agreement) be limited to the cost of performing the Connection Works.

25.9 Survival

Without limiting clause 3(b), this clause 25 survives the termination of this agreement.

PART I: MISCELLANEOUS

26. CONFIDENTIALITY

26.1 Obligation to Keep Confidential

The parties will treat the terms of this agreement and any information, document or other material provided under or in connection with this agreement and which is designated as confidential, or which the parties ought to know is confidential (**Confidential Information**), as confidential and will not disclose Confidential Information without the prior written consent of the other party, except that consent will not be required for disclosure that is required to be made on a needs-to-know basis:

- (a) to directors, officers and employees or Related Bodies Corporate of a party (or any of its directors, officers and employees);

- (b) to persons professionally engaged by a party or its Related Body Corporate;
- (c) to any bank, other financial institution or rating agency to the extent required in relation to the financing of a party's business activities; or
- (d) to any intending assignee of the rights and interests of a party under this agreement or to a person intending to acquire an interest in a party or that party's holding company,

provided that the Confidential Information is clearly marked as "confidential", the recipient in each case is required by the disclosing party to treat the Confidential Information as confidential in favour of the other party on terms substantially the same as those set out in this clause 26 and in the case of clause 26.1(d), the disclosing party provides prior written notice to the other party;

- (e) to the extent required by any Government Body;
- (f) to the extent required by any applicable Laws or the rules and regulations of any recognised stock exchange; or
- (g) to the extent that the Confidential Information is in or lawfully comes into the public domain other than by breach of this clause 26.

26.2 Sensitive Operational Information

Notwithstanding anything in this agreement, the Interconnecting 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 the Service Provider and on such additional terms as the Service Provider sees fit.

26.3 Publicity

Except as permitted under clause 26.1 or as required by the National Gas Law, a 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 the other party.

26.4 Survival

Without limiting clause 3(b), this clause 26 survives the termination of this agreement.

27. SUBCONTRACTORS

- (a) A party may use subcontractors to perform any of the work required under this agreement except that the Interconnecting Party may only subcontract the Interconnecting Party's Works with the prior written consent of the Service Provider (not to be unreasonably withheld).
- (b) A party's obligations under this agreement are not lessened or otherwise affected by subcontracting the performance of any of its obligations.

28. MODERN SLAVERY

- (a) The Interconnecting Party and the Service Party each warrants that it:
 - (i) does not and will not engage in any form of Modern Slavery;
 - (ii) does not and will not engage any supplier or contractor which in any way engages in any form of Modern Slavery; and
 - (iii) will take all necessary steps to identify and eliminate any Modern Slavery within its organisation, operations, or supply chain (at any level).

- (b) The Interconnecting Party and the Service Provider 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:
 - (i) prohibits Modern Slavery in its organisation, operations or supply chain (at all levels);
 - (ii) 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
 - (iii) 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).
- (c) The Interconnecting Party or the Service Provider (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.

29. GENERAL

29.1 Capacity of Interconnecting Party and liability

- (a) The Interconnecting Party enters into this agreement as a principal on its own account and not as an agent of another party.
- (b) The Interconnecting Party does not enter into this agreement as trustee of any trust.
- (c) If the Interconnecting Party comprises two or more persons, the rights and obligations of the Interconnecting Party under this agreement are joint and several rights and joint and several obligations of those persons.

29.2 Relationship

This agreement must not be interpreted as constituting:

- (a) the relationship between the parties as a partnership, quasi-partnership, joint venture, trust or other association under which one party may be liable for the acts or omissions of the other; or
- (b) one party as the general agent or representative of the other party or having the authority to pledge or purport to pledge the credit of the other party.

29.3 Governing law and jurisdiction

This agreement shall be governed by, and construed in accordance with, the Laws of the Relevant Jurisdiction and, subject to clause 24.4, each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Relevant Jurisdiction.

29.4 Invalidity

- (a) If a provision of this agreement or a right or remedy of a party under this agreement is invalid, illegal or unenforceable in a particular jurisdiction:
 - (i) that provision is to be read down or severed in that jurisdiction only to the extent of the invalidity, illegality or unenforceability; and
 - (ii) the reading down or severance of any provision does not affect the validity, legality or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.

- (b) This clause 29.4 is not limited by any other provision of this agreement in relation to severability, invalidity, illegality or enforceability.

29.5 Waiver

A waiver of a provision of this agreement or a right or remedy arising under this agreement, including this clause 29.5, must be in writing and signed by the party granting the waiver. A single, partial or delayed exercise of a right, or a failure to exercise a right, does not preclude a further exercise of that right or the exercise of another right.

29.6 Further assurances

Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

29.7 Counterparts and electronic execution

- (a) This agreement may be signed in any number of counterparts. All counterparts taken together constitute the one and the same instrument.
- (b) A party may execute this agreement with an electronic signature generated by DocuSign, or by another generally accepted and lawful form of technology agreed by the parties as satisfactory for execution by electronic signature. A party who receives such an electronic signature may assume that such execution was validly and lawfully permitted by the other party.

29.8 Execution by attorneys

Each person who executes this agreement as an apparent attorney of a party declares that he or she is a properly appointed attorney of the party and that, to his or her knowledge, the power is in full operation.

29.9 Costs

Each party must bear its own costs in the preparation, negotiation and execution of this agreement, and the Interconnecting Party will pay any stamp duty payable on this agreement.

29.10 Indemnities

All obligations to indemnify under this agreement survive termination of this agreement on any basis.

29.11 Entire agreement

- (a) This agreement is the entire agreement of the parties on the subject matter, and the only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of it. All representations, communications and earlier agreements between the parties in relation to the subject matter are merged in and superseded by this agreement.
- (b) Nothing in this agreement is to be construed as transferring to the other party any rights or obligations under any agreement a party may have for the supply, transportation or delivery of gas on behalf of a Shipper.

29.12 Amendments

No change, amendment, or modification of this agreement will be valid or binding upon the parties unless the change, amendment, or modification is in writing and properly executed by both parties.

29.13 Assignment

- (a) This agreement is binding upon and inures to the benefit of the parties and their successors and assigns.

- (b) The Interconnecting Party may not assign or transfer the whole or any part of its interest in or rights and obligations under this agreement without first obtaining the written consent of the Service Provider, which consent, subject to clause 29.13(c) and clause 29.13(d), may not be unreasonably withheld or delayed.
- (c) If the Interconnecting Party wishes to assign its interest in or rights and obligations under this agreement, it must first demonstrate to the Service Provider's satisfaction the creditworthiness of any proposed assignee, sublessee or licensee.
- (d) Nothing in this clause 29.13 prevents the Interconnecting Party from charging, mortgaging or assigning its rights under this agreement as security for indebtedness, provided that the assignee, mortgagee or assignee enters into a deed with the Service Provider agreeing to be bound by this agreement and the Service Provider's costs in respect of the deed are borne by the Interconnecting Party.

29.14 Notices

Any notice to or by a party under this agreement:

- (a) must be given in the manner specified in this agreement or in any other manner agreed by the parties from time to time in writing;
- (b) if given in the manner specified in clause 29.14(d), must be addressed to the Authorised Person at the address or email address set out in Item 1 or to any other address or email address a party notifies to the other under this clause 29.14;
- (c) must be in legible writing (if in written or electronic form) and in English;
- (d) must be signed or given by an Authorised Person; and
- (e) is regarded as being given by the sender and received by the addressee:
 - (i) if by delivery in person, when delivered to the addressee;
 - (ii) if by post, five (5) Business Days from and including the date of postage; or
 - (iii) if by e-mail transmission, when sent, provided the sender does not receive an automated reply explaining non-receipt, out of office or similar,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day.

29.15 Authorised Persons

- (a) Each party's Authorised Person is authorised to give instructions and to make binding commitments on behalf of that party.
- (b) Each party may, from time to time by notice to the other party, nominate another person to be its Authorised Person.

ATTACHMENT A

LOCATION

A1. Service Provider's Land

The Service Provider's land is located at [CADASTRAL DESCRIPTION OF LAND] (the **Service Provider's Land**).

A2. Adjacent Land

The Adjacent Land is located at [CADASTRAL DESCRIPTION OF LAND].

A3. Geographic site plan

[INSERT DIAGRAM]



(Figure A3)

- (a) The location of the Connection Point as defined in clause 1.1 is shown in **Figure A3** above.
- (b) The Interconnecting Party's Facility will be located on Adjacent Land [downstream /upstream] of the Connection Point as shown in **Figure A3** above.
- (c) The Metering Facility will be [upstream /downstream] of the Connection Point, as shown in **Figure A3** above.
- (d) The Metering Facility will be located on [the Service Provider's Land / the Adjacent Land] as shown in **Figure A3** above.
- (e) The Gas Quality Monitoring Equipment will be [upstream /downstream] of the Connection Point, as shown in **Figure A3** above.
- (f) The Gas Quality Monitoring Equipment will be located on [the Service Provider's Land / the Adjacent Land] as shown in **Figure A3** above.

ATTACHMENT B

TECHNICAL SPECIFICATIONS

[Drafting Note: Indicative only and subject to amendment.]

B1. Technical specifications

The Metering Facility, the Interconnecting Party’s Facility and the Interconnecting Party’s Works must be designed in accordance with the requirements of the following documents and parameters:

- Pipeline Code AS 2885 (1997)
- Pressure Piping Code [AS 4041 (1998)] or [ASME B31.3]
- Pressure Vessel Code [AS 1210 (1997)]
- Piping Class [ANSI/ASME 900]
- Piping Design Temperature Minimum [Insert] degrees C
Maximum [Insert] degrees C
- Gas Filtration Removal of [99.9] % of particles greater than [5] microns
- Nominal Flow Capacity

Minimum		Maximum	
(TJ/day)	(Std m3/hr)	(TJ/day)	(Std m3/hr)

B2. Gas Quality Monitoring Equipment

Refer to Measurement Manual.

B3. Gas quality specification

The gas quality specification required for this agreement is as shown below.

[Drafting Note: Refer to the pipeline information page for the relevant pipeline to view standard gas specification applicable to that pipeline.]

B4. Odourant specification

[Drafting Note: Amend as applicable.]

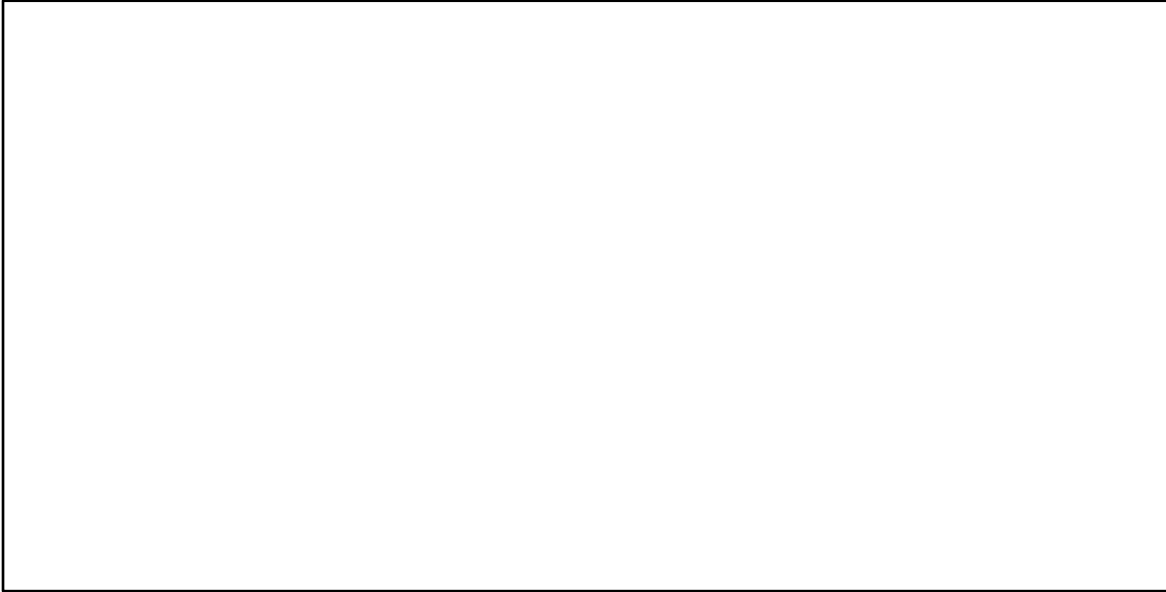
Gas received or delivered to the Connection Point must be odourised in accordance with the applicable standards and Laws and the specifications set out below:

[Insert any specific odourisation requirements.]

B5. Communications interface specification

[Drafting Note: Insert / attach. This will be asset specific.]

B6. Metering Facility process flow diagram



[INSERT DIAGRAM]

(Figure B5)

Indicative only. A detailed process flow diagram for the Metering Facility will be developed during the design phase of this agreement.

B7. Pressure arrangements

[Drafting Note: Refer to the pipeline information page for the relevant pipeline to view standard range of operating pressures applicable to that pipeline. Specific requirements for each interconnection may be subject to negotiation.]

ATTACHMENT C

INSURANCE REQUIREMENTS

[Drafting Note: Indicative only and subject to amendment.]

C1. Each Party must procure and maintain the following insurances:

(a) **Contract works insurance** 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.

This will include:

- (i) property coverage for its works including offsite property, which includes coverage for removal of debris and insures all items constituting a part of the works (whether above or below the surface of the ground) with the relevant party being responsible for the deductible/excess in each and every occurrence;
- (ii) coverage that does not contain an exclusion for freezing, mechanical breakdown or ensuing damage caused by faulty workmanship, design or materials; and
- (iii) to the extent that it is legally possible to do so, a provision that it is primary without right of contribution from any other insurance which might otherwise be available to an insured party.

(b) **Workers' compensation insurance** which complies with relevant Laws in force in the State in which the Connection Point is situated.

(c) **Public liability insurance** covering claims in respect of:

- (i) damage to real or personal property; and
- (ii) injury to, or death of, persons,

for a minimum of \$20 million per claim.

(d) **Insurance covering third party bodily injury and property damage** arising out of the use of mobile plant, equipment and vehicles for a minimum of \$[insert] million per claim.

(e) Any additional insurances required by Law.

C2. In the case of the insurances specified in paragraphs (a), (c), (d) and (e) of clause C1 of this Attachment C, the policies must, where permitted by Law:

- (a) identify the respective rights and interests of the Interconnecting Party and the Service Provider; and
- (b) contain a cross liability clause where the insurance policy covers the interest of more than one party, any act, negligence or omission or breach of a policy condition by an individual party will not prejudice the rights of the remaining party/parties, provided the remaining party/parties must, upon becoming aware of any act, negligence or omission as a result of which the risk of legal liability to that party/parties has increased due to a breach of a policy condition, give notice to the insurers.

C3. In the case of the insurance policy specified in paragraph (b) of clause C1 of this Attachment C, that policy must provide cover in respect of injury to or death of persons in respect of whom, immediately prior to 1 July 1997, insurance was provided under workers compensation insurance Laws then in force

in the State in which the Connection Point is situated to at least the extent that insurance was so provided.

- C4.** If the Interconnecting Party fails to effect or maintain any of the insurances required by clause C1 of this Attachment C, the Service Provider may effect and maintain those insurances and pay the necessary premiums which may be recovered as a debt due and owing to the Service Provider from the Interconnecting Party.
- C5.** Each party must, upon reasonable notice, provide the other party proof of currency and coverage of insurances referred to in clause C1 of this Attachment C. Such proof must be in a form acceptable to the other party acting reasonably and in the case of the Interconnecting Party's insurance policies, must be provided, irrespective of request by the Service Provider at least annually.
- C6.** The Interconnecting Party must punctually pay all premiums in respect of all insurance policies and give the Service Provider copies of receipts of premiums if, and when, requested by the Service Provider.
- C7.** Nothing in the above requires a party to effect and maintain insurance cover in its own name if the risks detailed above are covered by an insurance program effected by one of the group of companies to which the party belongs.

ATTACHMENT D

SCOPE OF WORKS AND DELIVERABLES

D1. Scope of Work – Connection Works (Service Provider)

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

[Example scope items: The Connection Works include:

- (a) Metering Facility;¹
- (b) Gas Quality Monitoring Equipment;²
- (c) design review;
- (d) process flow study;
- (e) detailed design;
- (f) HAZOP;
- (g) CHAZOP;
- (h) site construction supervision;
- (i) pre-commissioning;
- (j) commissioning; and
- (k) land acquisition, preparation of environmental impact statements, land valuation, survey, subdivision, native title considerations and cultural heritage management, legal fees and any necessary variations to Approvals for the Infrastructure.]

D2. Scope of Work – Interconnecting Party's Works (Interconnecting Party)

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

[Example scope items: The Interconnecting Party's Works include:

- (a) provision of the deliverables specified in E3 below;
- (b) Metering Facility;³and
- (c) Gas Quality Monitoring Equipment.⁴

D3. Deliverables (Interconnecting Party)

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

[Example deliverables:

- (a) Alignment drawings in a format compatible with the Service Provider's GIS system. The Service Provider will provide the specification.
- (b) Functional specification for the Interconnecting Party's Facility.

¹ Drafting Note: Required where the Service Provider is the Responsible Person (Metering).

² Drafting Note: Required where the Service Provider is the Responsible Person (Gas Quality Monitoring Equipment).

³ Drafting Note: Required where the Connecting Party is the Responsible Person (Metering).

⁴ Drafting Note: Required where the Connecting Party is the Responsible Person (Gas Quality Monitoring Equipment).

(c) Design Basis Manual including:

- (i) tag and equipment numbering;
- (ii) cathodic protection and earthing protection; and
- (iii) SCADA and communications.]

D4. Connection Works Schedule

[Drafting Note: Insert schedule for Connection Works, which also includes timeframes / timings of the Interconnecting Party's Works.]

ATTACHMENT E

COSTS ESTIMATE FOR CONNECTION WORKS

The table below provides an estimate of the costs of performing the Connection Works (as at the Execution Date):

	Cost item	Estimated cost (ex GST)
1.	[Insert]	[\$[Insert]]
2.	[Insert]	[\$[Insert]]
3.	[Insert]	[\$[Insert]]
4.	[Insert]	[\$[Insert]]
5.	[Insert]	[\$[Insert]]
	Total estimated cost:	[\$[Insert]]

The table above is indicative only and exclusive of GST and exclusive of the margin specified in Item 5 of the Details.

EXECUTED as an agreement.

EXECUTED by **[INTERCONNECTING PARTY COMPANY NAME]** ABN **[Company ABN]** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

Signature of Director/Company Secretary
(Please delete as applicable)

Name of Director (print)

Name of Director/Company Secretary (print)
(Please delete as applicable)

Date

EXECUTED by **[SERVICE PROVIDER COMPANY NAME]** ABN **[Company ABN]** by its authorised signatory:

Signature of Authorised Signatory

Name of Authorised Signatory (print)

Date